

**WHATCOM COUNTY COUNCIL AGENDA BILL**NO. 2018-216

<b>CLEARANCES</b>	<b>Initial</b>	<b>Date</b>	<b>Date Received in Council Office</b>	<b>Agenda Date</b>	<b>Assigned to:</b>
Originator:	GSS	7/12/18	<div style="text-align: center;"> <b>RECEIVED</b>   <b>JUL 17 2018</b>   <b>WHATCOM COUNTY COUNCIL</b> </div>	7/24/18	Natural Resources
Division Head:	GSS	7/12/18			
Dept. Head:					
Prosecutor:					
Purchasing/Budget:					
Executive:	<i>[Signature]</i>	7.16.18			

**TITLE OF DOCUMENT:****Briefing of Council on August 1, 2018 WRIA 1 Watershed Management Board meeting****ATTACHMENTS:****DRAFT WRIA 1 Watershed Management Board 2018-2023 Work Plan**

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.)

Staff will brief council on items to be placed on the agenda for the August 1, 2018 Watershed Management Board meeting including input to the administration on the draft WRIA 1 Watershed Management Board 2018-2023 Work Plan.

**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).



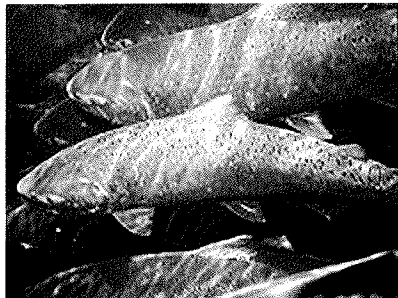
# WRIA1 INTEGRATED PROGRAM MANAGEMENT

---

## WRIA 1 Watershed Management Board

Bellingham • Blaine • Everson • Ferndale • Lynden • Nooksack • Sumas • Whatcom County • Public Utility District No. 1 of Whatcom County  
Lummi Nation • Nooksack Indian Tribe • Washington Department of Fish and Wildlife

Draft Document – Version - 07/12/18



# WRIA 1 Watershed Management Board 2018-2023 Work Plan

## **Introduction**

The WRIA 1 Watershed Management Board<sup>1</sup> (WRIA 1 Board) directed its Management Team to propose an integrated multi-year work plan, budget and funding strategy to advance WRIA 1 program and plan strategies that are a function of the WRIA 1 Board. Under its 2016 Interlocal Agreement<sup>2</sup>, the three primary program functions of the WRIA 1 Board include:

1. facilitate implementation and adaptive management of the WRIA 1 Watershed Management Plan-Phase 1 as currently constituted or subsequently amended;
2. Coordinate implementation and adaptive management of the *WRIA 1 Salmonid Recovery Plan* and associated implementation document, serve as the Lead Entity for salmon recovery in WRIA 1, coordinate participation in Puget Sound salmon recovery efforts, and coordinate development, implementation, and adaptive management of WRIA 1 watershed chapters of recovery plans for ESA listed salmonids and other salmonid species as warranted; and
3. Coordinate planning, implementation, monitoring and adaptive management of ecosystem recovery actions in WRIA 1 and serve as the Whatcom Local Integrating Organization.

The proposed multi-year plan spans a five-year timeframe and integrates actions from the existing WRIA 1 programs described below and, consistent with the WRIA 1 Watershed Management Board December 2016 Interlocal Agreement, begins to integrate other natural resource management efforts that are inextricably linked.

### *WRIA 1 Watershed Management Project*

The WRIA 1 Watershed Management Project foundation is the 2005 WRIA 1 Watershed Management Plan (WRIA 1 WMP). The WRIA 1 WMP includes the WRIA 1 Instream Flow Selection and Adoption Action Plan (ISF Action Plan) and the over-arching WRIA 1 Long Term Monitoring Plan. Also associated with the WRIA 1 WMP are the WRIA 1 Detailed Implementation Plan and the Lower Nooksack Strategy, which is a subset of implementation actions in the WRIA 1 WMP and Detailed Implementation Plan. The WRIA 1 Watershed Management Project studies and documents are found at the project website, which is [wria1project.whatcomcounty.org/](http://wria1project.whatcomcounty.org/).

### *WRIA 1 Salmon Recovery Program*

The WRIA 1 Salmon Recovery Program includes the 2005 *WRIA 1 Salmonid Recovery Plan* and associated implementation documents (restoration strategy, SRFB/PSAR restoration priorities, 4-year work plan, Nooksack Chinook monitoring and adaptive management framework). The *WRIA 1 Salmonid Recovery Plan* identifies recovery goals for North/Middle Fork Nooksack early Chinook and South Fork Nooksack early Chinook, both independent populations essential for recovery of the Endangered Species Act-listed Puget Sound Chinook, limiting factors, and management actions; the *WRIA 1 Salmonid Recovery Plan* serves as the Nooksack chapter of the Puget Sound Chinook Recovery Plan. Additional functions of the WRIA 1 Salmon Recovery Program include coordinating the local element of the annual salmon recovery funding grant process and submitting an approved project list for state Salmon Recovery Funding Board

---

<sup>1</sup> WRIA 1 Watershed Management Board name was established with the execution of the December 2016 Interlocal Agreement that consolidated the WRIA 1 Salmon Recovery Board and WRIA 1 Watershed Joint Board and their associated programs, roles and responsibilities under a single Interlocal Agreement.

<sup>2</sup> [wria1project.whatcomcounty.org/uploads/PDF/Guiding%20Documents%20and%20Plans/WRIA%201%20Watershed%20Management%20Board%20ILA%20-%20FINAL%20with%20signatures.pdf](http://wria1project.whatcomcounty.org/uploads/PDF/Guiding%20Documents%20and%20Plans/WRIA%201%20Watershed%20Management%20Board%20ILA%20-%20FINAL%20with%20signatures.pdf)

consideration, updating annual habitat restoration strategy documents, and coordinating implementation of key actions in the *WRIA 1 Salmonid Recovery Plan*. The WRIA 1 Salmon Recovery Program plans and background information are found at the project website, which is [salmonwria1.org/](http://salmonwria1.org/).

#### *Whatcom Local Integrating Organization*

The WRIA 1 Board serves as the Whatcom Local Integrating Organization (LIO), which is one of nine LIOs recognized by the Puget Sound Partnership. The purpose of the Whatcom LIO is to coordinate local recovery actions that will support Puget Sound recovery, maintain a point of contact for Puget Sound Action Agenda implementation, and provide local feedback to Puget Sound recovery strategies. A Whatcom LIO Ecosystem Recovery Plan was drafted under the framework provided by the Puget Sound Partnership. The LIO plan builds from and integrates existing local plans and programs. The June 30, 2017, Draft Whatcom LIO Ecosystem Recovery Plan<sup>3</sup> will be adaptively managed and updated to reflect the WRIA 1 Watershed Management Board Five-Year Work Plan. Information related to the Whatcom Local Integrating Organization is found at [WRIA1project.whatcomcounty.org/Get-Involved/Whatcom-Local-Integrating-Organization-\(LIO\)/109.aspx](http://WRIA1project.whatcomcounty.org/Get-Involved/Whatcom-Local-Integrating-Organization-(LIO)/109.aspx).

#### **Relationship of WRIA 1 Watershed Management Board 2018-2023 Work Plan to Other Programs**

The WRIA 1 Watershed Management Board multi-year plan includes eight strategies that represent a subset of actions from existing WRIA 1 programs and plans and are consistent with the WRIA 1 Board's purpose outlined in the 2016 Interlocal Agreement to coordinate and integrate other natural resource management actions implemented through other programs (Figure 1).

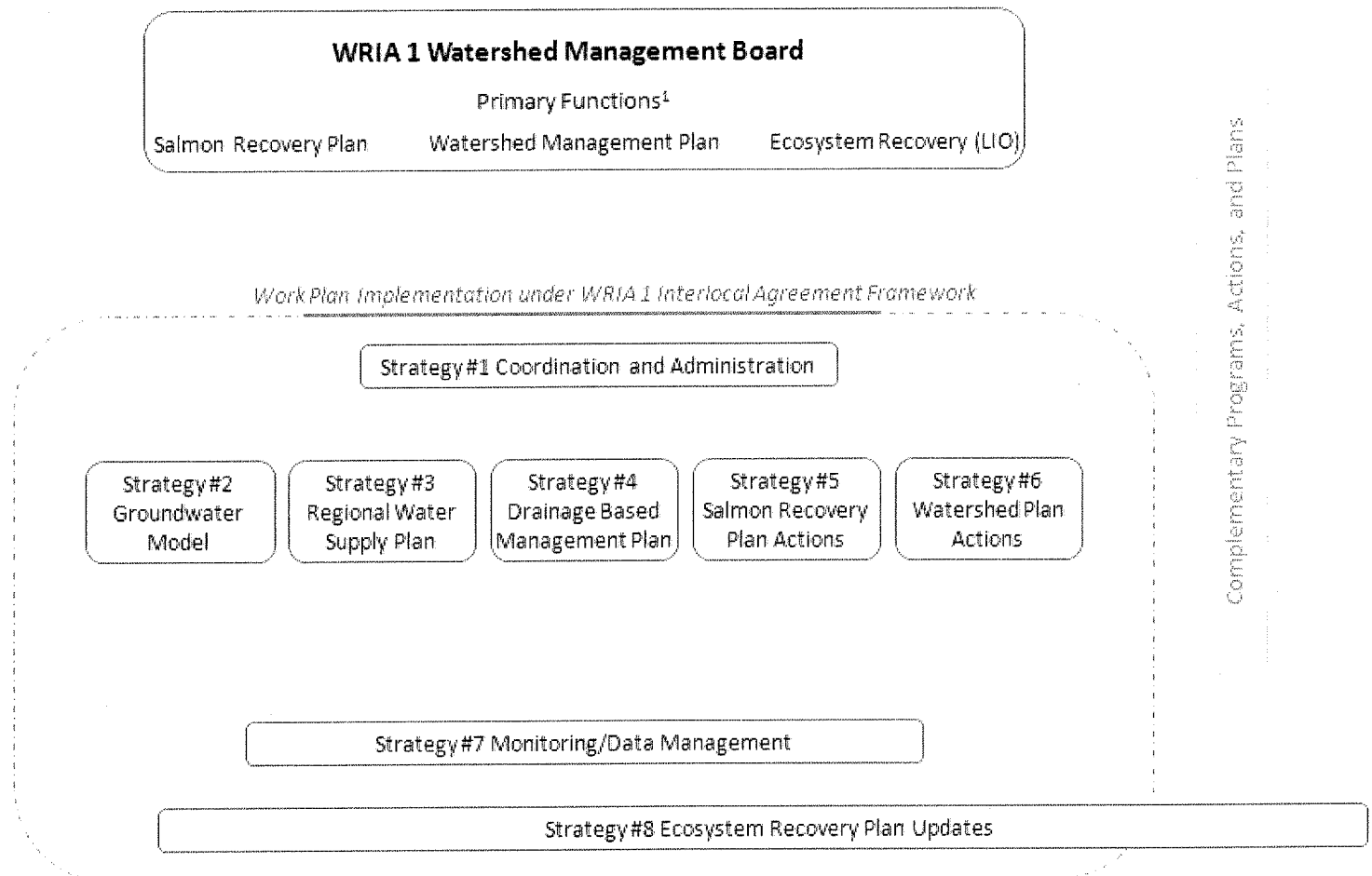
As shown in Figure 1, the Coordination and Implementation Strategy is the overall coordination under the WRIA 1 Watershed Management Board. The coordination task outlined in Strategy 1 supports the coordination tasks identified in Strategies 2-8 and provides the linkage to complementary programs, actions. Complementary programs, actions, and plans include but are not limited to efforts such as the Whatcom Clean Water Program, the Whatcom County River and Flood Division floodplain integrated planning, and the Watershed Improvement Districts' planning. The complementary efforts are related to the WRIA 1 Watershed Management Board's Work Plan because they play an important role in local ecosystem recovery planning and Puget Sound recovery (Strategy 8). Strategies 2-6 are implementation actions associated with the planning documents identified in the WRIA 1 Watershed Management Board's functions outlined in the 2016 Interlocal Agreement and lead to adaptive management of those plans. Many of the tasks in Strategies 2-6 are interdependent and linked. This is the area of the multi-year work plan that is likely to see the most adjustments on an annual basis. Strategy 7, Integrated Monitoring and Central Data Management, supports and informs the implementation actions (Strategies 2-6). Outcomes from Strategies 1-7 including continued interaction with complementary programs inform adaptive management of the Whatcom LIO Ecosystem Recovery Plan and future local actions that achieve Puget Sound recovery for consideration in the next Puget Sound Action Agenda update (Strategy 8).

---

<sup>3</sup> The Draft Whatcom LIO Plan was prepared in accordance with planning grants to local integrating organizations around Puget Sound to develop local ecosystem recovery plans that will support Puget Sound recovery. It conforms to the framework developed to meet the interests of the Puget Sound Partnership



Figure 1. 2018-2023 WRIA 1 Watershed Management Board Work Plan Strategies and Relationship to Complementary Programs, Actions, and Plans



<sup>1</sup>The primary functions of the WRIA 1 Watershed Management Board are described in the December 2016 Interlocal Agreement.

**WRIA 1 2018-2023 Work Plan and Funding Strategy Format**

The 2018-2023 WRIA 1 Watershed Management Board's multi-year plan is intended as a five-year integrated strategy for implementing and sequencing actions that address water quality, water quantity, floodplains, salmon recovery, and stormwater. It is anticipated that the actions implemented in the 2018-2023 plan will also support negotiation of water rights among the affected parties.

While the 2018-2023 Plan identifies "administrative leads" for individual strategies, the intent is to implement the strategies within the overall structure and decision-making process of the WRIA 1 Watershed Management Board and 2016 Interlocal Agreement (Figure 2).

The level of detail is greatest for the first two years of the work plan. Plan status will be reviewed annually, and updated as needed. Following is a description of the plan sections:

**Section I: Narrative**

The first section of the work plan is a narrative that provides a description of each strategy. Under each strategy is a list of the general tasks, anticipated milestones, and estimated budgets. Many of the tasks listed under a strategy are interdependent with or support tasks in other strategies. These dependencies are referenced in the narrative and are shown on the timeline that is in Section II of the work plan.

**Section II: Timeline**

Section II is an overall timeline for the full five-year work plan and funding strategy. The timeline shows the administrative lead for the listed strategy, scheduled tasks and where there are tasks that are dependent on or supporting other tasks. As with the overall 2018-2023 Plan, the level of detail in the timeline is greatest for the first two years. The timeline will be reviewed annually and adjusted as needed.

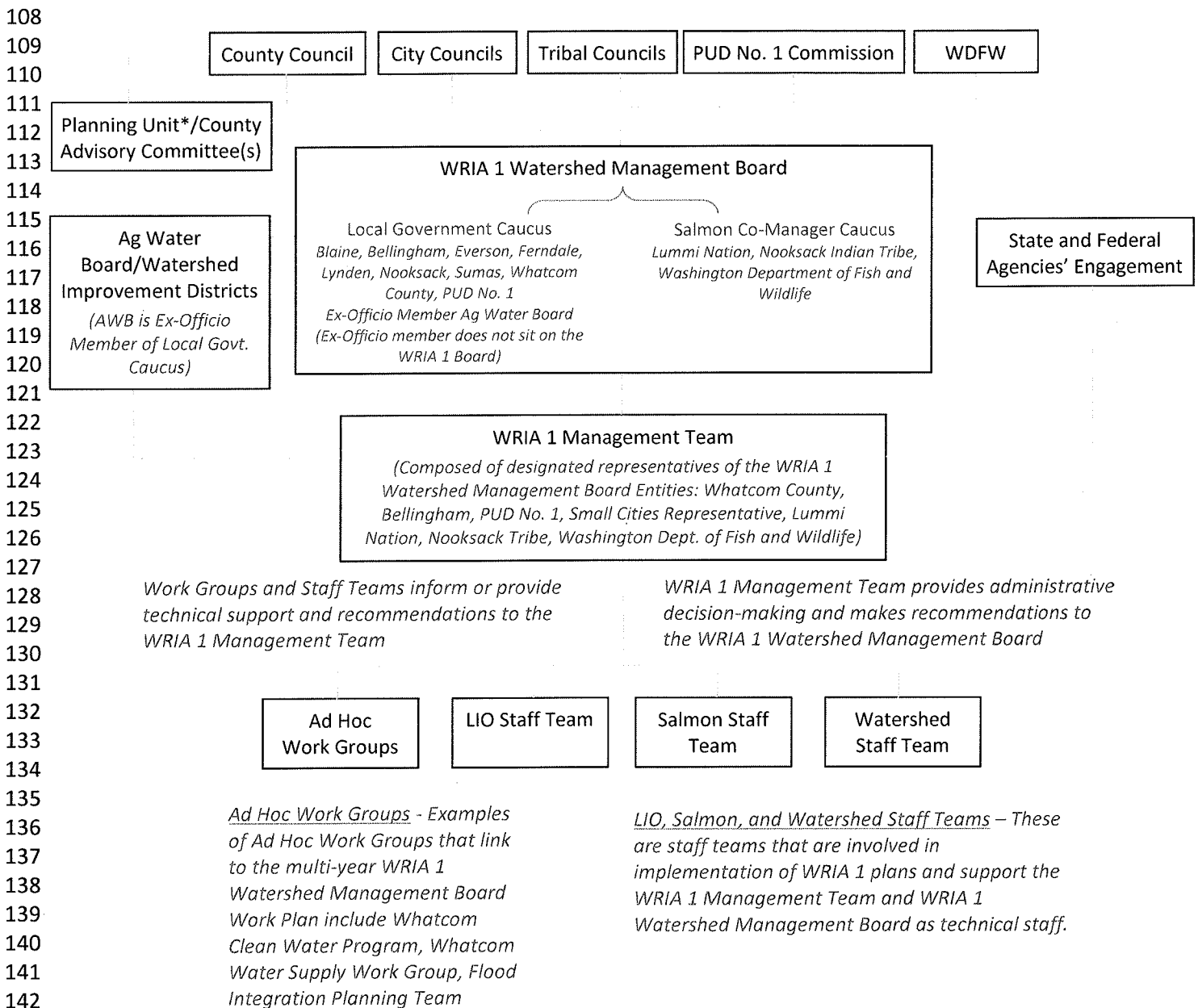
**Section III: Technical Appendices**

The technical appendices will include the highest level work plans available for actions that are implemented under the WRIA 1 Watershed Management Board's 2018-2023 Work Plan and Funding Strategy. Not all strategies are represented in the technical appendices.

**Management**

The WRIA 1 Watershed Management Board intends to coordinate the work plan as it is adopted by the Members, and will support efforts to obtain funding. The WRIA 1 Management Team will administer the work on behalf of the WRIA 1 Watershed Management Board as described in Strategy 1 WRIA 1 Watershed Management Board Work Plan Implementation and Administration. Administrative leads are identified for each of the strategies to oversee implementation and individual entities or consultants may be contracted with to implement tasks within strategies. Individual tasks/strategies may be implemented by individual member entities

Figure 2. WRIA1 Watershed Management Board Structure (Source: 2016 WRIA 1 Interlocal Agreement clarified to reflect Ex-Officio representation)



\*This diagram reflects the Planning Unit's advisory function to the Whatcom County Council under Whatcom County Resolution #2013-025. Additional roles for the Planning Unit were also designated in RCW 90.82 and ESSB 6091.

147 **Summary of Strategies and Budget Estimates\***

Strategy	Administrative Lead <sup>4</sup>	Years 1-2	Years 3-5	Total for 5-Year Plan
Strategy 1: Implementation and Administration	WCPW <sup>5</sup>	\$136,000	\$306,000	\$442,000
Strategy 2: Ground Water Model and Technical Support	WCPW <sup>6</sup>	\$100,000	\$150,000	\$250,000
Strategy 3: Regional (WRIA-Wide) Water Supply Plan	PUD No. 1 <sup>7</sup>	\$210,000	\$170,000	\$380,000
Strategy 4: Drainage Based Management Planning	WCPW <sup>8</sup>	\$115,700	\$337,500	\$453,200
Strategy 5: Salmon Recovery Plan Implementation	Co-Managers <sup>9</sup>	\$540,000	\$1,055,000	\$1,595,000
Strategy 6: WRIA 1 Watershed Management Plan Update	WCPW <sup>10</sup>	\$208,500	\$60,000	\$268,500
Strategy 7: WRIA 1 Integrated Monitoring and Data Management	PUD No. 1 <sup>11</sup>	\$876,120	\$1,326,289	\$2,202,409
Strategy 8: Whatcom LIO Coordination and Adaptive Management	WCPW <sup>12</sup>	\$33,000	\$49,500	\$82,500

148  
149 \*Estimates will be updated as they are refined; for many tasks the estimates are for planning purposes.

<sup>4</sup> Administrative lead oversees implementation within the framework of the WRIA 1 Watershed Management Board.

<sup>5</sup> WCPW has historically been the lead for administering the WRIA 1 collaborative planning process on behalf of the WRIA 1 Joint Board and they are the owner of the 2018-2022 Near Term Action submitted for funding consideration as part of the Puget Sound Action Agenda process.

<sup>6</sup> WCPW is currently the lead for the construction of the groundwater model.

<sup>7</sup> The PUD No. 1 was lead for this task under the Lower Nooksack Strategy and is the owner of the 2018-2022 Near Term Action submitted for funding consideration as part of the Puget Sound Action Agenda process.

<sup>8</sup> WCPW is the owner of the 2018-2022 Near Term Action submitted for funding consideration as part of the Puget Sound Action Agenda process.

<sup>9</sup> The Lummi Nation has been the fiscal agent on behalf of the WRIA 1 Watershed Management Board for receiving and administering salmon recovery lead entity grant funds. The Co-Managers are also owners of several 2018-2022 Near Term Actions associated with salmon recovery monitoring and adaptive management.

<sup>10</sup> WCPW is currently lead for updating the WRIA 1 Watershed Management Plan; Whatcom County is lead agency.

<sup>11</sup> PUD No. 1 is the owner of the 2018-2022 Near Term Action submitted for funding consideration as part of the Puget Sound Action Agenda process.

<sup>12</sup> WCPW is currently fiscal agent acting on behalf of the WRIA 1 Watershed Management Board for receiving and administering the LIO coordination grant.

## SECTION I - NARRATIVE

### **Strategies, Tasks, and 2018-2020<sup>13</sup> Budget Estimates (Years 1-2)**

The eight Strategies listed below are intended to be implemented simultaneously under the framework of the WRIA 1 Watershed Management Board. The Strategies are inextricably linked, and, in many cases, tasks between Strategies are interdependent. While there is not a stand-alone strategy for instream flow negotiations, implementing the Strategies and tasks as outlined in this document will support resolution of instream flows, habitat, and water quality issues in an integrated manner that will lead to and could support negotiated water right agreements among the affected parties and Lummi Nation and Nooksack Indian Tribes.

The approach for implementing each of the Strategies includes administrative leads that are responsible for overseeing the implementation of tasks, coordinating with task leads, and reporting back to the WRIA 1 Management Team and WRIA 1 Watershed Management Board.

#### **Strategy 1: WRIA 1 Watershed Management Board Work Plan Implementation and Administration**

Description: Administer and implement Strategies 2-7 under the framework of the WRIA 1 Watershed Management Board.

##### **Total Strategy 1 Budget through 2020:**

Task 1: **Manage and oversee the 2018-2023 WRIA 1 Watershed Management Board Work Plan.** Each of the Strategies includes an administrative lead that is responsible for overseeing and managing the implementation of the strategy, which includes identifying and/or contracting with task leads as appropriate. Task 1 of this Strategy is to provide overall administration of the WRIA 1 Watershed Management Board and its work plan under a single administrator as approved by the WRIA 1 Watershed Management Board and includes but is not limited to:

- Identifying and addressing barriers to implementation as they arise and, as needed, frame and schedule for discussion, resolution, and/or direction to the WRIA 1 Management Team and WRIA 1 Watershed Management Board.
- Providing annual review of the Work Plan and presenting its status to the WRIA 1 Management Team and WRIA 1 Watershed Management Board with recommendations for modifications, where applicable or desired.
- Supporting WRIA 1 Watershed Management Board function and operation including providing organizational support to the Local Government Caucus, and upon request, the Co-Manager Caucus.

Task 2: **Program coordination** associated with the WRIA 1 framework including providing meeting support to implement Strategies under the 2018-2023 WRIA 1 Watershed Management Board Work Plan.

Task 3: **Organize, collaborate, and/or conduct outreach** associated with the Strategies outlined in the 2018-2023 WRIA 1 Watershed Management Board Work Plan. This includes:

- Maintain and update WRIA 1 website
- Develop integrated outreach strategy.

<sup>13</sup> Budget estimates after 2020 will be identified as part of developing a long-term funding strategy for priority actions.

- Coordinate and collaborate with Whatcom Watersheds Information Network to advance and disseminate WRIA 1 program information as appropriate including participating in planning for speakers, conferences, forums, mailings, and other events.
- Coordinating and collaborating with WRIA 1 Watershed Management Board entities, LIO participants, and others as appropriate to support outreach consistent with topics in the *WRIA 1 Watershed Management Plan*, *WRIA 1 Salmonid Recovery Plan*, and draft *Whatcom LIO Ecosystem Recovery Plan*.
- Implement outreach specific to the Strategies outlined in the 2018-2023 WRIA 1 Watershed Management Board Work Plan to inform the community of program status, obtain feedback and input, and to engage the community in implementation actions.

## **Strategy 2: Ground Water Model(s) and Technical Support.**

Description: A coupled groundwater/surface water model that primarily covers the LENS study area was initiated as a multi-phase implementation item in 2014 under the former WRIA 1 Watershed Joint Board. The construction of the groundwater model, which is the final phase, will be completed late 2018. The additional needs associated with the groundwater model include receiving and operating the model, which are reflected in the tasks outlined below, and expanding it to other areas of WRIA 1 such as the South Fork Nooksack Watershed where a groundwater model has been proposed by Nooksack Tribe in partnership with USGS.

### **Total Strategy 2 Budget through 2020: \$**

**Work Products:** Operation of WRIA 1 groundwater model; Options for expanding groundwater model

**Task 1: Coordinate technical review of groundwater model** within the WRIA 1 framework and identify additional groundwater monitoring needs for long term model resolution, if any.

Timeline: December 2018-January 2019

**Task 2: Identify options and select preferred option** for managing the coupled surface/groundwater model including operation of the model and updating data sets as information becomes available that will result in an increase in the resolution of the model output, and after identifying how the model will be used and key management questions for operating the model.

Timeline: August 2018-December 2018

**Task 3: Identify needs and long term funding** for managing the coupled surface/groundwater model. Costs should include but is not limited to staffing, updating data as needed, making information available to the public and other entities, and calibrating the model when appropriate.

Timeline: August 2018-January 2019

**Task 4: Implement recommendation** for managing the coupled model. This task is dependent on Tasks 2 and 3 of this Strategy.

Timeline: Initiate implementation February 2019

**Task 5: Expand groundwater modeling to other areas of WRIA 1** starting with the South Fork Nooksack Watershed model proposed by Nooksack Tribe in partnership with USGS.

Timeline: 2019-2022

**Strategy 3: Regional (WRIA-Wide) Water Supply Plan**

Description: This Strategy was originally identified in the 2010 Lower Nooksack Strategy but not implemented due to lack of funding support. Nonetheless, there remains a need for a WRIA 1-wide water supply plan that establishes a framework to address water supply needs beyond the WADOH regulatory framework of the Whatcom County Coordinated Water System Plan (CWSP) and that is consistent with the geographic extent of proposed approaches to settle water rights. Under this Strategy, the regional water supply plan will integrate the 2017 updated CWSP with other out-of-stream and instream water needs, in context with land use, economic viability, and ecosystem recovery.

**Total Strategy 3 Budget through 2020: \$**

**Work Product:** Regional Water Supply Plan

Task 1: **Coordinate technical work groups and staff teams** for drafting and providing feedback and review of water supply plan components. Review of plan components will be coordinated through the WRIA 1 framework.

Timeline: 2018-2020

Task 2: **Consolidate and quantify water availability, water use, and water supply needs for out of stream needs** (current and projected) including evaluating water right data base for opportunities. This task is anticipated to focus initially in pilot areas for Strategy 4 (Drainage Based Management Planning).

Timeline:

Task 3: **Compile existing information on instream water needs and identify monitoring priorities** to incorporate in Strategy 7. This task is anticipated to initially focus in pilot areas for Strategy 4 (Drainage Based Management Planning).

Timeline:

Task 4: **Identify and support water supply and management research, facilitate data collection, and close data gaps.** This includes identifying priority needs for monitoring effectiveness of water supply management approaches and solutions. This task will be done in conjunction with Strategies 7 and 4, and related information from the ESSB 6091 update (Strategy 6), as applicable.

Timeline: December 2018

Task 5: **Identify, evaluate, and support solutions for meeting water supply needs.** This will be a collaborative and coordinated approach with other efforts evaluating solutions in/for related plans and studies (e.g., Drought Plan, grants addressing water supply, etc.), and in conjunction with Strategies 4 and 6 Drainage Based Management Planning and WRIA 1 Watershed Management Plan (ESSB 6091 update), respectively. Gaps in solutions will be identified, where applicable.

Timeline:

Task 6: **Provide water supply information for connecting water availability to land use and habitat.** The outcomes of Tasks 2-5 will be used to improve connections between where water is available and existing land use. Information will be coordinated with Strategies 4 through 6, and will be used to

263 integrate water supply needs into other planning efforts (e.g., Comprehensive Plans, Integrated  
264 Floodplain Planning, and other watershed-scale plans).

265 Timeline:

266 Task 7: **Draft and Final WRIA 1 Water Supply Plan** that consolidates information from Tasks 2-6 into a  
267 WRIA 1 Water Supply Plan that includes instream and out of stream water needs and identifies  
268 ranges of solutions. Review and feedback on the draft plan will be coordinated with technical  
269 staff, work groups, WRIA 1 Planning Unit, WRIA 1 Management Team, and other interested  
270 parties prior to a final plan. Partnerships with WWIN, WSU, WCD and others will be used for  
271 sharing information and to support outreach related to water supply planning.

272 Timeline:

#### 273 **Strategy 4: Drainage Based Management Planning**

274 Description: Drainage-based management planning (DBMP) is a recommendation in the WRIA 1  
275 Watershed Management Plan. The concept is a planning approach scaled to the drainage level and that  
276 will consider five elements – water quality, water supply, instream flow, fish habitat, and accountability.  
277 Under this approach, targets for each of the elements will be developed and agreed to among the affected  
278 parties. A pilot area will be identified for implementing the DBMP approach. Based on effectiveness of  
279 the approach in the pilot area, additional sub-basins will be identified to continue the DBMP. This  
280 Strategy is inextricably linked to all of the Strategies in this 2018-2023 work plan and is expected to  
281 involve identifying and coordinating with a sub-lead for each sub-basin. The approach is similar to an  
282 approach introduced and presented to stakeholders by Lummi Nation and is envisioned as a mechanism  
283 to help facilitate the resolution of state and federal/tribal water rights in WRIA 1 .

#### 284 **Total Strategy 4 Budget through 2020: \$**

285 **Work Products:** Data synthesis and analysis technical memo; subbasin goals for water supply, water  
286 quality, instream flows, and habitat; Implementation Plan and Agreements for Drainage-Scale  
287 Water Management

288 Task 1: **Select pilot sub-basin and establish planning team for drainage-based management planning** in  
289 coordination with technical staff and other affected parties. Subbasin selection should take into  
290 consideration- among other factors- sub-basin level data availability, efforts underway to address  
291 water quality, water use, and habitat issues, and a mechanism in place at the sub-basin level for  
292 purposes of coordinating this Strategy.

293 Timeline: September – December 2018

294 Task 2: **Coordinate synthesis and analysis of available data, identify data gaps, collect data, establish**  
295 **sub-basin goals and identify management Strategies and actions** for water supply, water quality,  
296 instream flows, and habitat using information collected, synthesized, and coordinated under  
297 Strategies 3 and 5-7. Actions identified will include early implementation actions. To the extent  
298 available, information generated should use the completed groundwater model (Strategy 2).

299 Timeline:



Task 3: **Implement and monitor early actions** while the full implementation schedule is developed, and the sub-basin goals and solutions are finalized and approved as a sub-basin plan and appended to the WRIA 1 Regional Water Supply Plan and WRIA 1 Watershed Management Plan.

Timeline:

Task 4: **Finalize pilot sub-basin plan and agreements.** The final sub-basin plan implementation schedule and agreements will be appended to the WRIA 1 Water Supply Plan and WRIA 1 Watershed Management Plan.

Timeline:

Task 5: **Repeat Tasks 1-4 in other sub-basins,** adaptively managing the process or approach based on lessons learned from the pilots.

Timeline:

#### **Strategy 5: Salmon Recovery Plan Implementation**

Description: This Strategy reflects the function of the WRIA 1 Watershed Management Board under the December 2016 Interlocal Agreement, which is to facilitate implementation and adaptive management of the *WRIA 1 Salmonid Recovery Plan* and associated implementation documents, serve as the Salmon Recovery 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.

**Total Strategy 5 Budget through 2020: \$**

**Work Products:** Annual Update of *WRIA 1 Salmonid Recovery Plan* Implementation Status; *WRIA 1 Chinook Monitoring and Adaptive Management Plan* update; *WRIA 1 Salmonid Recovery Plan* update; annual grant round and associated habitat project list

Task 1: **Update the *WRIA 1 Salmonid Recovery Plan* and implement associated monitoring and adaptive management tasks.** This includes evaluating and updating status of trends of Chinook and other populations, evaluating and updating limiting factors, reviewing status of salmon recovery plan early actions, working with co-managers on hatchery needs and to review status of hatchery contributions to stock recovery (i.e., Skookum Hatchery Chinook captive brood program), coordinating and implementing effectiveness monitoring, facilitating data review, collection and closing data gaps, and preparing an addendum/update to the 2005 *WRIA 1 Salmonid Recovery Plan*. This task is strongly linked to Strategy 7.

Timeline: July 2018-2021

Task 2: **Coordinate, support and implement** salmon recovery actions in WRIA 1. This includes coordinating implementation of Chinook restoration and protection projects in priority geographic areas identified in the Salmon Recovery Program restoration Strategies and the regionally required 4 year project list, supporting implementation of restoration and protection projects in the lower Mainstem tributaries and coastal streams and nearshore and estuarine areas, coordinating and supporting WRIA 1-wide fish passage prioritization and implementation, and

coordinating and supporting other priority salmon recovery actions, as well as addressing barriers to implementation.

Timeline: July 2018-June2020

**Task 3: Coordinate, support, and implement WRIA 1 Salmon Recovery Program** including coordinating completion of grant deliverables associated with the salmon recovery lead entity operating grant such as preparing/updating 4 year project list, updating projects in the Washington State Habitat Work Schedule, coordinating Salmon Recovery Funding Board (SRFB) and Puget Sound Acquisition and Restoration (PSAR) annual grant processes. Additional coordination under this task includes outreach associated with the WRIA 1 Salmon Recovery Program. This task also includes technical staff support related to salmon and habitat information needs for Strategies 2-4 and 6-8.

Timeline:

#### **Strategy 6: WRIA 1 Watershed Management Plan Update**

Description: This Strategy reflects the function of the WRIA 1 Watershed Management Board under the December 2016 Interlocal Agreement, which is to facilitate implementation and adaptive management of the *WRIA 1 Watershed Management Plan- Phase 1*.

**Total Strategy 6 Budget through 2020: \$**

**Work Product:** Streamflow Restoration Act (ESSB 6091) Update of the *WRIA 1 Watershed Management Plan-Phase 1*

**Task 1: Update the WRIA 1 Watershed Management Plan-Phase 1 to address the 2018 Streamflow Restoration Act (ESSB 6091)** The update will be prepared and approved in accordance with the approved process for *Developing and Approving Streamflow Restoration Act (ESSB 6091) Update of WRIA 1 Watershed Management Plan* diagram.

Timeline: February 2019

**Task 2:** Adaptively manage updates to the WRIA 1 Watershed Management Plan-Phase 1 as applicable and/or as recommended or identified in the 2018 Streamflow Restoration Action Act (ESSB 6091) update to the *WRIA 1 Watershed Management Plan- Phase 1*.

#### **Strategy 7: Develop and Implement a WRIA 1 Integrated Monitoring Program with Centralized Data Management.**

Description: The WRIA 1 Watershed Management Plan includes a draft WRIA 1 Long Term Monitoring Plan (LTMP) that has not been fully implemented. Further, salmon recovery monitoring needs were not included because they were still in development. The Nooksack Chinook Monitoring and Adaptive Management framework was developed in 2014 and 2015 and needs to be integrated into the LTMP. The original intent of the WRIA 1 LTMP was to have a comprehensive monitoring approach with a central location for data management. This Strategy is to update and implement the WRIA 1 LTMP in a manner that integrates priority monitoring elements of WRIA 1 programs, with quality assurance/quality control to ensure data quality and centralized data storage so that it is easily accessible to all entities.

**Total Strategy 1 Budget through 2020: \$**

**Work Products:** Updated WRIA 1 Long Term Monitoring Plan; Centralized Data Management; Funding Strategy; Cooperative Monitoring Agreements

**Task 1: Coordinate with WRIA 1 Staff Teams** and entities involved in monitoring to identify and update monitoring needs across WRIA 1 programs including water quality, water quantity including instream flow and water use, habitat, land use, and program and project effectiveness. Identification of monitoring needs should incorporate broad scoping of indicators, data products, protocols, and analysis steps. Coordinate Staff Teams through Tasks 2-4 for purposes of completing an update to the 2007 version of the WRIA 1 Long Term Monitoring Program.

Timeline: September 2018 - February 2019

**Task 2: Identify key management questions and establish priorities for WRIA 1 Integrated Monitoring Program** based on review and discussion of the updated monitoring needs and in consideration of Strategies 2-6.

Timeline: September – December 2018

**Task 3: Identify options for and implement a preferred option for a centralized data management approach** that provides an easily accessible data storage mechanism so entities working on plans, tools, and/or management solutions know what data exists and have direct access to it. Implementing a centralized data management approach will also include identifying options and selecting a preferred option for long-term management of data. The preferred option will be presented to the WRIA 1 Watershed Management Board for approval to implement.

Timeline: September 2018 – December 2020

**Task 4: Identify funding needs for long-term integrated monitoring and data management.** This task needs to be done in conjunction with other Strategies requiring long-term funding.

Timeline: August 2018 – March 2019

**Task 5: Update the WRIA 1 Long Term Monitoring Plan** with outcomes of Tasks 1-4. The updated plan will include implementation schedule and process for integrating outcomes into adaptive management or WRIA 1 programs and plans.

Timeline: April 2019

**Task 6: Cooperative Monitoring Agreements.** Facilitate and enter into agreements with leads for monitoring elements and protocols identified.

Timeline: August 2018– December 2019

#### **Strategy 8: Whatcom Local Integrating Organization Coordination and Adaptive Management**

Description: This strategy reflects the WRIA 1 Watershed Management Board function under the December 2016 Interlocal Agreement to coordinate planning, implementation, monitoring and adaptive management of ecosystem recovery actions, and to function as the Local Integrating Organization and a partner in the Puget Sound Partnership in representing WRIA 1 goals and priorities.

**Total Strategy 8 Budget through 2020: \$**

410 **Work Products:** Update Whatcom LIO Ecosystem Recovery Plan to reflect outcomes, priorities, and other  
411 actions associated with implementing Strategies 1-7; grant deliverables associated with  
412 coordinating Whatcom LIO

413 Task 1: **Coordinate and support functions of the Whatcom Local Integrating Organization** including tasks  
414 and deliverables associated with the scope of work that is developed in association with the  
415 annual coordination grant administered by the Puget Sound Partnership.

416 Timeline:

417 Task 2: **Update and adaptively manage the *Whatcom LIO Ecosystem Recovery Plan*** to reflect the local  
418 priorities and actions identified through Strategies 1-7.

419 Timeline:

420

421

# WHATCOM COUNTY COUNCIL AGENDA BILL

NO. AB2018-217

CLEARANCES	Initial	Date	Date Received in Council Office	Agenda Date	Assigned to:
Originator:	CE	7/11/2018	<div>RECEIVED</div> <div>JUL 17 2018</div> <div>WHATCOM COUNTY COUNCIL</div>	7/24/2018	Natural Resources
Division Head:	WIP	7-12-18		7/24/18	Council
Dept. Head:	WIP	7-12-18			
Prosecutor:	LS	7-12-18			
Purchasing/Budget:					
Executive:	TS	7.16.18			

**TITLE OF DOCUMENT:** Resolution regarding a 2018 update to the Whatcom County Agricultural Strategic Plan – Discussion and Declaration of Support

**ATTACHMENTS:** Cover memo, proposed resolution, Whatcom County 2018 Agricultural Strategic Plan

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

The Agricultural Advisory Committee and staff will present and discuss the Agricultural Strategic Plan. The proposed resolution declares support of the Strategic Plan, and affirms support for the County's Agricultural Program and Agricultural Advisory Committee. Additional information regarding the County's Agricultural Programs can be found at <http://whatcomcounty.us/1109/Agricultural-Program>.

**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).

**WHATCOM COUNTY**

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



**Mark Personius, AICP**  
Director

## Memorandum

TO: Honorable Whatcom County Councilmembers  
Honorable Jack Louws, Whatcom County Executive

THROUGH: Mark Personius, Director, PDS *MP*

FROM: Chris Elder, Planner II *CE*

DATE: July 11, 2018

SUBJECT: Discussion and declaration of support for the updated Agricultural Strategic Plan

---

On behalf of the Agricultural Advisory Committee, I am pleased to deliver this Agricultural Strategic Plan and invite your participation with the committee in discussing its tasks and implementation on July 24, 2018. The enclosed materials also include a draft resolution through which you may choose to join the committee and Executive in voicing your commitment to this Plan.

This Plan is a result of Agricultural Advisory Committee members' work over the past year, with discussions held in their open public meetings between October 2017 and May 2018.

Also incorporated into this Agricultural Strategic Plan is an Agricultural Status Report which documents the degree to which active agricultural use and other uses are seen throughout the Agriculture zone and the Rural Study Areas (as identified in the 2007 Rural Lands Study). This report is intended to continue documenting conditions and changes within the agricultural landscape of Whatcom County.

Please contact Chris Elder at (360)778-5932 with any questions or concerns.



# Whatcom County Agricultural Strategic Plan

Recommended by the Agricultural Advisory Committee



## Table of Contents

Overview	1
Letter from the Chair	2
Purpose & Objectives	3
Agricultural Programs	4
Public Outreach	11
Land Available for Agriculture	12
Measurements toward Progress	17
2018 Agricultural Status Report	18

## Overview

Whatcom County Council approved **Resolution 2009-040** on July 7th, 2009 declaring the County Council's goals for Farmland Preservation, its priorities for consideration and adoption of policies to further farmland preservation, and requesting the County Administration to allocate staff support to accommodate this important policy initiative.

The Agriculture Strategic Plan was originally created to support the goals of this resolution and help direct Whatcom County Planning and Development Services, as well as other County Departments, in achieving the goals and supporting agricultural efforts throughout Whatcom County. This update continues those efforts.

This update of the Agricultural Strategic Plan coordinates and integrates the efforts underway through the:

- Purchase of Development Rights Oversight Committee
- Agricultural Advisory Committee
- Transfer of Development Rights/Purchase of Development Rights Workgroup
- Planning Commission
- County Council

### Whatcom County Agricultural Advisory Committee

May 29, 2018

Whatcom County Executive  
Whatcom County Courthouse, Suite 108  
311 Grand Avenue  
Bellingham, Washington 98225

Whatcom County Council  
Whatcom County Courthouse, Suite 105  
311 Grand Avenue  
Bellingham, WA 98225

Executive Louws and Council Members,

It has been seven years since the last update of the County Agricultural Strategic Plan. Actions have been taken and implemented on the plan adopted by the Council in June 2011. The primary work goal of the Agricultural Advisory Committee (AAC) this year was to complete a review of the 2011 strategic plan, identify updates, and submit our recommendations to the Council by the conclusion of our May meeting. We have met our goal by submittal of the accompanying report and recommendations therein.

One of the objectives identified in the 2011 plan was/is, "To ensure a minimum of **100,000 acres of land area available for agricultural use** to maintain the necessary land base to support an economically viable agricultural industry." The AAC recommends reaffirmation of this objective. We further recommend that this objective be made a standing goal or policy of the Council.

While this objective is certainly important to the maintenance of an economically viable agriculture industry in Whatcom County, the associated county policy framework/infrastructure must be aligned to complement that goal. Toward that end, the AAC recommends asking three filtering questions when considering ordinance changes that bear upon the agricultural strategic plan:

1. "Will this policy proposal support or hinder the implementation of the ag strategic plan?"
2. "Will this policy proposal support or hinder the maintenance of an economically viable ag sector in the county?"
3. "Will this policy proposal advance a careful balance between an economically viable ag sector and environmental objectives in the county?"

Chris Elder is an outstanding member of the county's professional staff. His support to the AAC has been exemplary, even knowing he has other assigned responsibilities within PDS. Staffing support for the AAC is critical to the importance of the County Agricultural Strategic Plan. The AAC advocates for additional staff support to assure timely attention to and completion of the elements of the agricultural strategic plan that have yet to be fulfilled (see Page 4 of the report). Such an investment on the part of the Council would underscore its commitment to sustaining an economically viable agriculture sector.

We stand ready to respond to any questions the Council may have regarding the report and recommendations. As indicated by letter early this year, we also stand ready to work with the Council and truly be a working, advisory committee.

Respectfully submitted:



Larry Davis, Chair  
Agricultural Advisory Committee



Dave Buys, Vice Chair  
Agricultural Advisory Committee

**Signed on behalf of other Agricultural Advisory Committee members:**

Lesa Boxx, Barb Hento, Anna Martin, Jeff Rainey, Kristi Roberts,  
Jagjiwan Brar, Mike Hawley, Melodie Kirk, Matthew McDermott



**Purpose:** To describe the role Whatcom County Planning and Development Services will play in implementing an agricultural program consistent with County Council Resolution 2009-040 and Comprehensive Plan goals.

The **overall objectives** of Whatcom County Council as enacted by Planning and Development Services' agricultural program are:

1. To ensure a minimum of 100,000 acres of land are available for agricultural use to maintain the necessary land base to support an economically viable agricultural industry;
2. To advocate for policies and programs which support local solutions and balanced approaches that protect agricultural and natural resource needs in an effort to ensure economic viability;
3. To support agricultural planning efforts and production techniques that ensure local agricultural producers engage in strategic conversations about the connections between economic viability and local, state, and federal regulations, continuing to use the Agricultural Advisory Committee, the Purchase of Development Rights Oversight Committee, as well as other local agricultural groups;
4. To create and maintain strong, clear, concise, and effective land and water programs and regulations that benefit the agricultural industry and are in compliance with federal and state law;
5. To address policy and infrastructure shortcomings that impact local agricultural producers and businesses, such as farmworker housing;
6. To ensure sufficient physical and intellectual infrastructure, such as research and community education remain available to support the agricultural industry;
7. To support new and beginning farmers in acquiring farmland and support effective transition of farmland to the next generation of farmers; and
8. To effectively measure progress toward these objectives and communicate this with the population of Whatcom County.



## Strong and Clear Agricultural Programs and Regulations

The overarching highest priority is the **continuance and maintenance of the “Agriculture Program” within the county government**. Continuing or additional staff support (a minimum of 1.0 FTE) is necessary in order to achieve momentum and continuity in pursuit of the agriculture program objectives. The amount and professional level of support available will determine both the timing and quantity of work achieved. Maintaining support for the AAC is a key part of an effective agricultural program, as well as the other subtasks below. Programs and priorities listed below were developed by the Agricultural Advisory Committee and reflect current ongoing programs and a prioritized list of efforts that the Agricultural Advisory Committee believes should be addressed to ensure the future of agriculture in Whatcom County.

### Immediate Priorities:

- Designating Agricultural Lands of Long-term Commercial Significance
- Review Agriculture Zoning Code to ensure uses support and do not interfere with overall agricultural use of property and neighboring properties

### Short-term Priorities (over the next 1 to 3 years):

- Review Rural Study Areas for additional protective measures
- Development of flexible policy framework that allows variable development actions that provide for protection of the best agricultural areas while supporting development at zoned densities

### Medium-term Priorities (2 - 5 years):

- Natural Resource Marketplace

### Long-term Priorities (3 to 10 years):

- Right to Farm Enforcement
- Water system planning & agricultural planning coordination
- Mitigation for the loss of agricultural land
- Improved coordination with partner agencies to support improved agricultural permit review

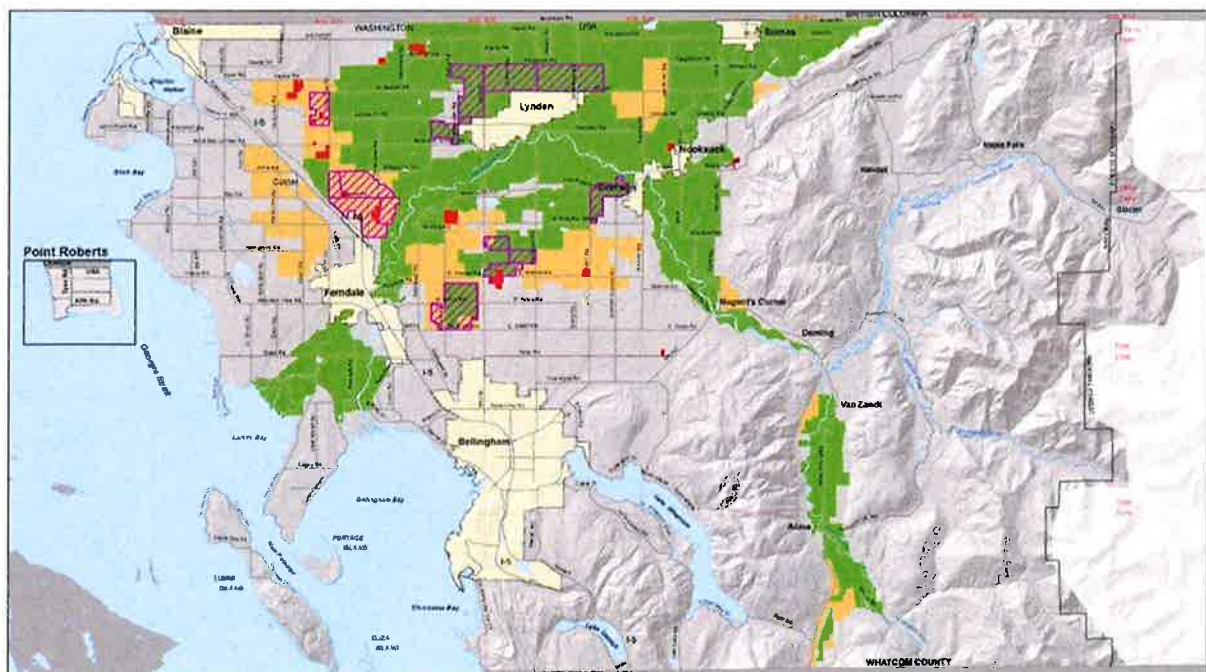
### Ongoing Programs:

- Purchase of Development Rights (PDR) Program
- Current Use Assessment through Open Space Taxation Act





All applicants for the PDR Program must be within an Agriculture or Rural zoning designation. Valid applications are reviewed to determine if the acquisition of development rights will promote the PDR program's goals and priorities. Selection criteria have been developed to guide, but not control, the review and assessment of eligible properties. Applications are scored based on factors such as soil type and classification, size of parcel (s), number of development rights offered, proximity to other conserved lands, percent farmed, water rights availability, as well as conservation and historical significance.



## Ongoing Programs:

### Current Use Tax Assessment under Open Space Taxation Act as defined in Chapter 84.34 RCW

- Open Space Farm and Agricultural Land
- Open Space Land Farm and Agriculture Conservation

The Open Space Taxation Act, enacted in 1970, allows property owners to have their open space, farm and agricultural, and timber lands valued at their current use rather than at their highest and best use. The Act states that it is in the best interest of the state to maintain, preserve, conserve, and otherwise continue in existence adequate open space lands for the production of food, fiber, and forest crops and to assure the use and enjoyment of natural resources and scenic beauty for the economic and social well-being of the state and its citizens.

### Open Space Farm & Agricultural Land (OSAG)

Farm and Agricultural land is defined as either:

1. Any parcel of land that is 20 or more acres or multiple parcels of land that are contiguous and total 20 or more acres and are:
  - a. Devoted primarily to the production of livestock or agriculture commodities for commercial purposes
  - b. Enrolled in the federal conservation reserve program or its successor administered by the United States department of agriculture
  - c. Other similar commercial activities as may be established by chapter 458-30 WAC.
2. Any parcel of land that is five acres or more but less than twenty acres, is devoted primarily to agricultural uses, which has produced a gross income from agricultural uses equivalent to:
  - a. Prior to January 1, 1993, \$100 or more per acre per year for three of the five calendar years preceding the date of application for classification.
  - b. On or after January 1, 1993, \$200 or more per acre per year for three of the five calendar years preceding the date of application for classification.
3. Any parcel of land that is five acres or more but less than 20 acres, is devoted primarily to agricultural uses, and has standing crops with an expectation of harvest within:
  - a. Seven years and a demonstrable investment in the production of those crops equivalent to \$100 or more per acre in the current or previous calendar year.
  - b. Fifteen years for short rotation hardwoods and a demonstrable investment in the production of those crops equivalent to \$100 or more per acre in the current or previous calendar year.
4. For parcels of land five acres or more but less than 20 acres, "gross income from agricultural uses" includes, but is not limited to, the wholesale value of agricultural products donated to nonprofit food banks or feeding programs.
5. Any parcel of land less than five acres devoted primarily to agricultural uses and has produced a gross income of:
  - a. Incidental uses compatible with agricultural purposes, including wetland preservation, provided such use does not exceed 20 percent of the classified land.
  - b. Land on which appurtenances necessary for production, preparation, or sale of agricultural products exist in conjunction with the lands producing such products

THIS PROPERTY IS  
DESIGNATED  
OPEN SPACE

PURSUANT TO THE PROVISIONS  
OF RCW 84.34, PUBLIC ACCESS  
IS PERMITTED FOR RECREATIONAL  
PURPOSES SUBJECT TO THE TERMS  
AND CONDITIONS OF WHATCOM  
COUNTY OPEN SPACE AGREEMENT N<sup>o</sup> \_\_\_\_\_

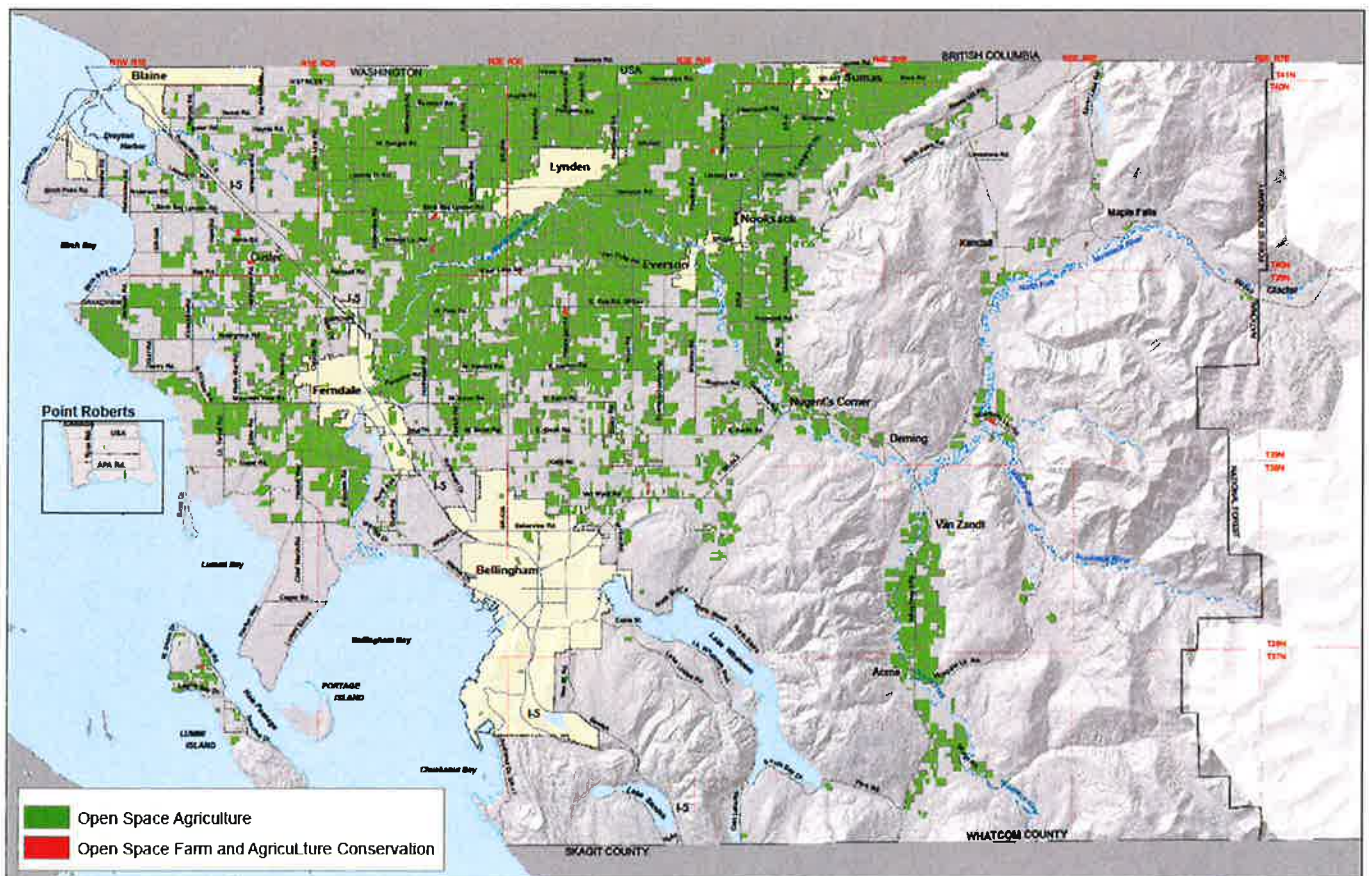


- c. Any non-contiguous parcel one to five acres, that is an integral part of the farming operation.
- d. Land on which housing for employees or the principal place of residence of the farm operator or owner is sited provided the use of the housing or residence is integral to the use of the classified land for agricultural purposes, the housing or residence is on or contiguous to the classified land, and the classified land is 20 or more acres.
- e. Land that is used primarily for equestrian-related activities for which a charge is made, including, but not limited to, stabling, training, riding, clinics, schooling, shows, or grazing for feed. Depending on the number of classified acres, the land may be subject to gross income requirements.
- f. Land that is primarily used for commercial horticultural purposes, including growing seedlings, trees, shrubs, vines, fruits, vegetables, flowers, herbs, and other plants in containers, whether under a structure or not. For additional criteria regarding this use, please refer to RCW 84.34.020(2)(h).

### Open Space Land Farm and Agriculture Conservation (OSFACL)

Farm and Agriculture Conservation Land is defined as any land meeting the definition of “farm and agricultural conservation land,” which means either:

- a. Land previously classified under the farm and agricultural classification that no longer meets the criteria and is reclassified under open space land; or
- b. “Traditional farmland,” not classified, that has not been irrevocably devoted to a use inconsistent with agricultural use, and that has a high potential for returning to commercial agriculture.



## Immediate Priorities:

### Designating Agricultural Lands of Long-term Commercial Significance

As part of the 2016 Comprehensive Plan Update process, additional language was added to Policy 8A-3.

Policy 8A-3 states that 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. One of the criteria was updated to better reflect language from the Washington State Growth Management Act and the updated language is contained below.

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.
  - d. A majority of the area is composed of agricultural operations that were historically in agriculture prior to 1985.
  - e. The predominate parcel size in the area is large enough to adequately maintain agricultural operations.
  - f. The availability of public services.
  - 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 such as drainage improvement, watershed improvement, and flood control exist.
  - i. The area has 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 area 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 value under alternative uses.

The Agricultural Advisory Committee will review lands in Whatcom County to determine if the designation of agricultural lands of long-term commercial significance is accurate based on these updated criteria.



**Immediate Priorities:**

**Review Agriculture Zoning Code to ensure uses support and do not interfere with overall agricultural use of property and neighboring properties.**

There are many uses currently allowed within the Agriculture District through permitted, accessory, administrative approval, and conditional use permits. The AAC would like to review these uses to determine whether uses support and do not interfere with agricultural activities in this zone. The Agriculture District zoning code can be found in Chapter 20.40 of the Whatcom County Code.

**Short-term Priorities (over the next 1 to 3 years):****Review Rural Study Areas for additional protective measures**

Work with the AAC and greater community to identify if any new or changed zoning designations are needed, building on the direction outlined in Resolution 2009-040. Once identified clearly and in accordance with RCW 36.70A.170, implement – write draft ordinance to change development regulation language, zoning maps, and/or Comprehensive Plan language.

**Flexible Policy Framework**

The AAC believes there needs to be a flexible policy framework that allows variable development actions that provide for the protection of the best agricultural areas while supporting development at zoned densities. The AAC supports continued examination of a parcel reconfiguration tool as one development action option.



**Medium-term Priorities (2 - 5 years):****Natural Resource Marketplace**

Work with the AAC and other relevant groups on water issues, density credit program development, and other planning-related incentive programs that have the potential to use the marketplace to compensate farmers for the services they provide. This effort was initiated primarily due to farmers' comments that they would be willing to trade off their ability to develop their land in exchange for obtaining the legal right to water.

**Long-term Priorities (3 to 10 years):****Right to Farm Enforcements**

The AAC recommendation is to review the Right to Farm ordinance to make it more effective at the farm level. Work items under this task include looking at strengthening farmers' recourse against those who bring failed lawsuits against them, coordination with law enforcement with regard to complaints from nearby non-farming neighbors and to require title companies and real estate professionals to effectively communicate this ordinance with land purchasers.

**Water system planning & agricultural planning coordination**

The County should pursue a comprehensive water supply plan that includes out-of-stream uses including irrigation and other agricultural water needs. Agriculture program staff need to coordinate to ensure the water needs of the agricultural community are incorporated into future water planning efforts.

**Mitigation for the loss of Agricultural land**

The AAC has expressed the desire to explore agricultural mitigation options and potential regulations. Currently there is the perception that critical area concerns override agricultural concerns. Agricultural lands are lost due to conversions of the land to development, critical areas banking, and other types of conversions. The agricultural mitigation task would entail the development of policy recommendations to govern all conversions away from agricultural land.

**Improved Coordination with partner agencies to support agricultural permit review**

Project implementation for agricultural projects can be challenging for producers when multiple agency review is required. The AAC recommends continued coordination with the multiple partner agencies to improve agricultural permit review processes.





## ***Public Outreach, Input and Education***

Public committees are an invaluable resource for county staff and policy makers. The agricultural community sees potential changes to county agricultural policies and regulations continuing to go through the Agricultural Advisory Committee for recommendations, and Purchase of Development Rights policy and transaction recommendations continuing to go through the PDR Oversight Committee. State Growth Management law requires early and continuous public involvement, and these committees are an important way to engage the farming community (and others interested) on a regular basis in planning-related agricultural issues.

When it comes time to engage a broader audience in programs or regulatory discussions, farmers recommend outreach and publication in their news outlets, and when possible, in-person discussions at meetings already attended by those in the farming community. Outreach should provide opportunities for farmers to talk with other farmers about their experiences related to county programs.

Maintaining these committees also provides the broader public outside the agricultural community to engage in discussions related to agricultural programs, policies, and regulations. They are welcomed and accommodated through open public meetings of both advisory committees, as well as the formal public processes that occur as changes make their way through the Planning Commission and County Council.

### **Tasks**

- **Maintain regular meetings of Agricultural Advisory Committee**
- **Maintain regular meetings of PDR Oversight Committee**
- **Publish and distribute the Natural Resource Newsletter at least twice per year**
- **Support outreach discussions with agricultural groups and the community at large**

## **Whatcom County Comprehensive Plan**

In August of 2016, Whatcom County Council adopted the updated Comprehensive Plan. In Chapter 8, Resource Lands, goals related to Agriculture include:

**Goal 8A:** Conserve and enhance Whatcom County's agricultural land base for the continued production of food and fiber.

**Goal 8B:** Maintain and enhance Whatcom County's agricultural product industry as a long-term and sustainable industry.

**Goal 8C:** Preserve and enhance the cultural heritage that is related to agriculture.

**Goal 8D:** Reduce land use conflicts between Whatcom County's agriculture and non-agricultural landowners.

**Goal 8E:** Work with agricultural land users to find efficient and effective cooperative ways to protect and improve habitat of threatened and endangered species through education and incentive programs.

**Goal 8F:** Strive to ensure adequate water supplies to support a thriving agricultural sector.

Each Comprehensive Plan goal provides direction to County staff and residents as to the priorities of Whatcom County. Policies listed under each goal provide additional guidance as to how to meet each goal. Look at Appendix B for the complete Agricultural Resource Land excerpt from the 2016 Whatcom County Comprehensive Plan.

## Land Available for Agricultural Use

Whatcom County has identified the minimum of agricultural land necessary to be available for agricultural use as 100,000 acres, in order to keep the agricultural industry – and those businesses that support it – economically viable.

According to the 2012 AgCensus, there are: (See Page 20-21 for additional 2012 AgCensus information)

- 1,702 farms in Whatcom County
- growing crops on 115,831 acres
- contributing to an overall farmgate value of \$357 million dollars.

These statistics place Whatcom County as one of the top 10 agricultural economies in Washington State and one of the top 3 agricultural economies in the Puget Sound region.

In order to address the 100,000 acre goal, an understanding of terms relating to agriculture must be described.

- **What is agriculture?**

Agriculture is defined as the science or practice of farming, including growing crops and raising animals for the production of food, fiber, fuel and other products. Agriculture in Whatcom County consists of a diversity of crop types including dairy, raspberry, blueberry, seed potatoes, mixed vegetables, beef, tree fruits, and several other crop types.

- **What does it mean for land to be “available for agricultural use”?**

Land is generally characterized as being available for agricultural use if the land could be farmed. This indicates that streams, forests, wetlands, and non-farm related homes and businesses would be unavailable for agricultural use.

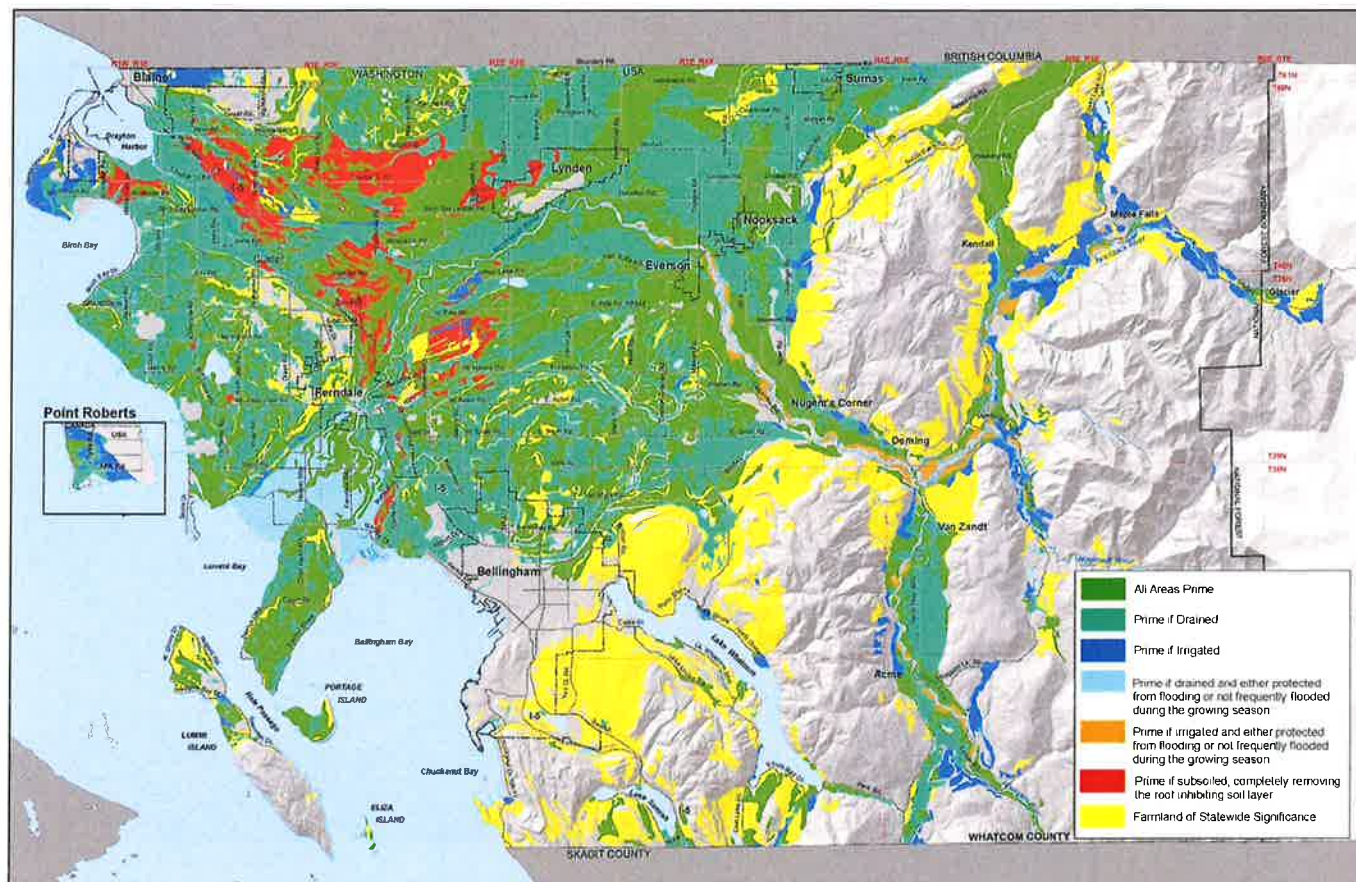
### According to the US Department of Agriculture:

A **Farmer/Rancher** is an owner and/or operator who has a vested interest in the operation of the farm or ranch.

A **beginning farmer** is defined as one who:

- Has not operated a farm or ranch for more than 10 years
- Does not own a farm or ranch greater than 30 percent of the average size farm in the county as determined by the most current Census for Agriculture

## Prime Soils in Whatcom County



Prime farmland is one of several kinds of important farmland defined by the U.S. Department of Agriculture. It is of major importance in meeting the Nation's short- and long-range needs for food and fiber. Because the supply of high-quality farmland is limited, the U.S. Department of Agriculture recognizes that responsible levels of government, as well as individuals, should encourage and facilitate the wise use of our Nation's prime farmland (Soil Survey of Whatcom County Area, Washington, USDA, Soil Conservation Service, 1992).

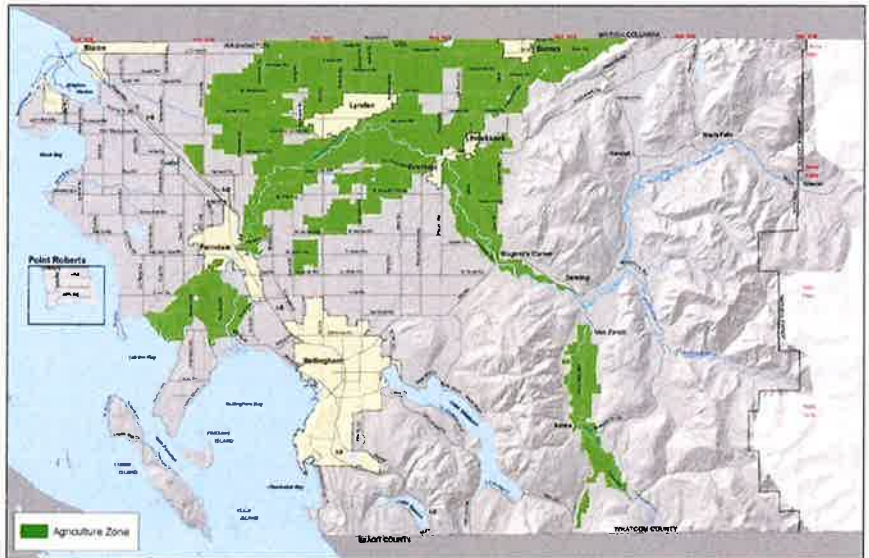
Natural Resource Conservation Service (NRCS) policy and procedures on prime and unique farmlands are published in the "Federal Register," Vol. 43, No.21, January 31, 1978, p.4030 through p. 4033. This document states that prime farmland is land that has the best combination of physical and chemical characteristics for producing food, feed, forage, fiber, and oilseed crops, and is also available for these uses. It has the soil quality, growing season, and moisture supply needed to economically produce sustained high yields of crops when treated and managed, including water management, according to acceptable farming methods. In general, prime farmlands have an adequate and dependable water supply from precipitation or irrigation, a favorable temperature and growing season, acceptable acidity or alkalinity, acceptable salt and sodium content, and few or no rocks. They are permeable to water and air. Prime farmlands are not excessively erodible or saturated with water for a long period of time, and they either do not flood frequently or are protected from flooding.



## Agriculture Zone

The **Agriculture Zone** consists of **87,353 acres** as of May, 2018. This is down from 87,525 acres in 2011, when the Agriculture Strategic Plan was originally adopted. This loss in acreage is due to expansion of small cities located adjacent to the Agriculture Zone. The purpose and allowed uses within the Agriculture Zone are described in Whatcom County Code Chapter 20.40. The primary purposes of this district are to implement the agricultural designation of the Comprehensive Plan, established pursuant to RCW 36.70A.170, preserve, enhance and support the production of food and fiber in Whatcom County, to maintain a sufficiently large agricultural land base to ensure a viable agriculture industry and to maintain the economic feasibility of supporting services.

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:



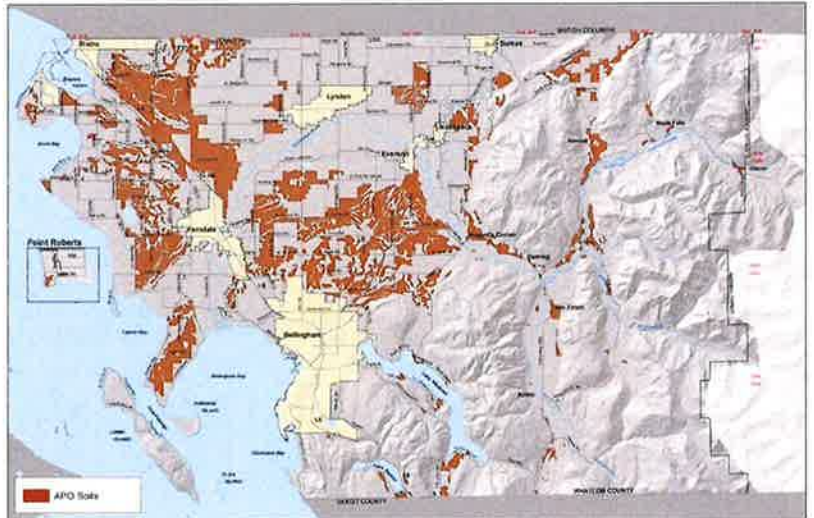
1. The land is not already characterized by urban growth. In determining this factor, the County should consider WAC 365-196-310 and RCW 36.70A.030(19).
2. The land is used or capable of being used for agricultural production. In making this determination, the County shall use the land-capability classification 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.
  - d. A majority of the area is composed of agricultural operations that were historically in agriculture prior

to 1985.

- e. The predominate parcel size in the area is large enough to adequately maintain agricultural operations.
- f. The availability of public services.
- 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 such as drainage improvement, watershed improvement, and flood control exist.
- i. The area has 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 area contains a predominance of parcels that have current use tax assessment derived from the Open Space Taxation Act.

### Agriculture Protection Overlay

The purpose of the Agriculture Protection Overlay (APO), fully defined in Whatcom County Code Chapter 20.38, is to maintain and enhance commercial agricultural activity and further protect open space resources within Whatcom County; further the county's efforts in meeting long-term agricultural needs; provide a reasonable mix of uses and activities which may enhance the economic resources available to the farm; and provide for a variety of uses within the rural areas which are not inconsistent with or incompatible with the use of lands within the area for agricultural activities.



The Agriculture Protection Overlay applies to parcels:

- Located within any Rural 5 or 10 zone
- larger than 20 acres
- containing more than 50% APO soils

Parcels meeting the above criteria wishing to subdivide are required to cluster densities and maintain a large agricultural reserve tract, consisting of at least 75% of the original parent parcel. The intent of this code was to maintain a large agricultural area while allowing for development at the density allowed by the zoning code.

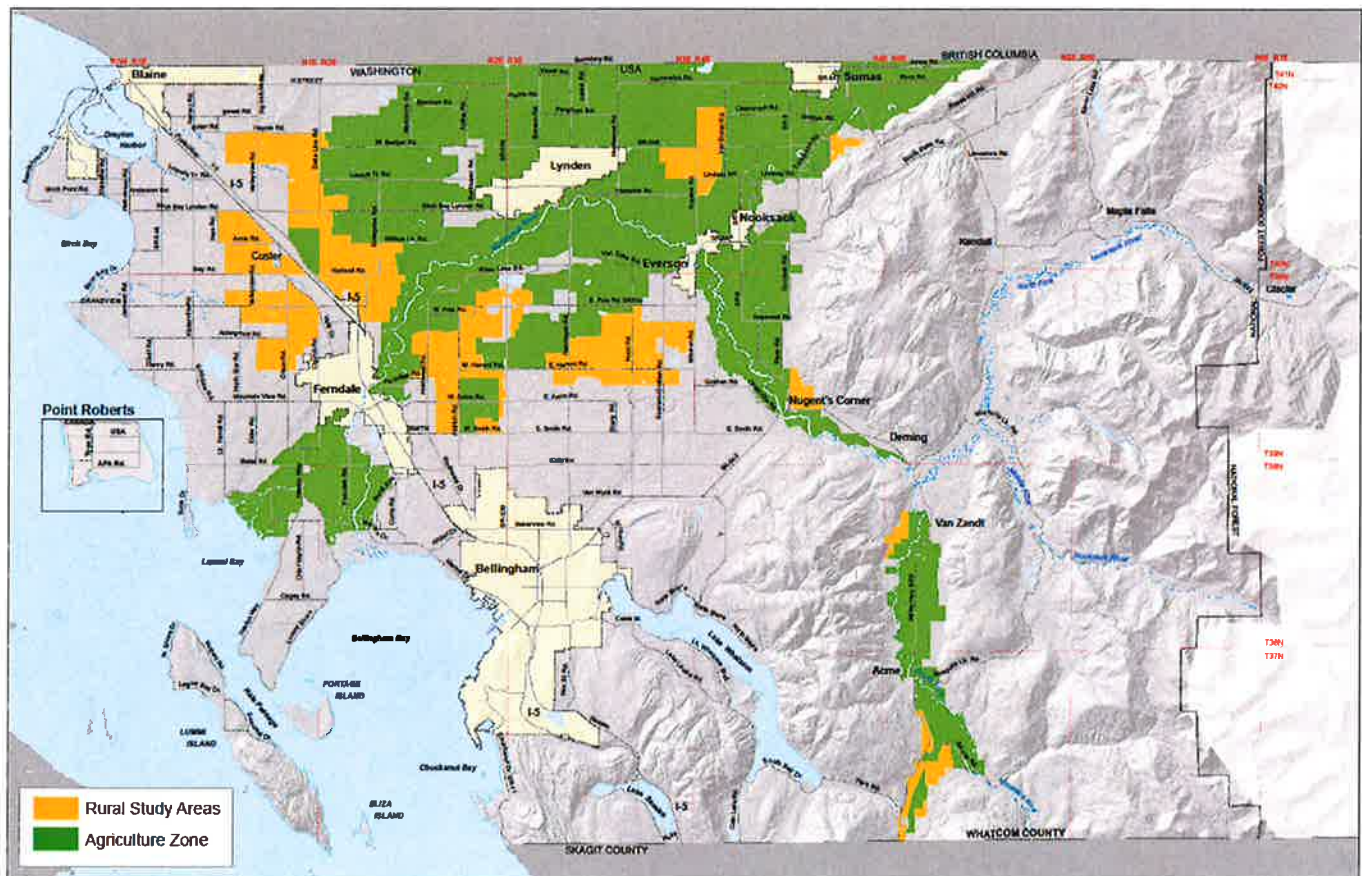


## Rural Study Areas

The Whatcom County Rural Land Study: A Collaborative Report Identifying Rural Areas of Agricultural Significance was completed in 2007. The primary objective of the rural land study was to identify and map areas within the Rural 5 and 10 Zones that are of agricultural significance and may require additional protection to ensure long-term agricultural viability. Project data was collected that included air photos, APO Soils, Critical Areas, Assessor data, Purchase of Development Rights Target Areas, and NOAA Coastal Change Analysis Program (2004) data based on Landsat Images (2000). The Agricultural Advisory Committee, in conjunction with PDS staff, identified 9 rural areas comprising over 21,000 acres that have high agricultural value. In 2012, the rural study areas were re-evaluated and a total 10 rural areas were identified representing 25,407 acres.

The criteria for establishing these areas includes a consideration of :

- Proximity to active agricultural areas
- Current land use characterized by Agriculture
- High percentage of APO soils
- Parcelization of the area
- Land use as identified on Assessors records
- Evaluation of forested areas for potential agricultural use



## Measurements toward Progress

By tracking basic information related to agriculture and reporting results on a regular basis, Whatcom County can provide a valuable service to the agricultural community. There is no known source of compiled multi-agency data on agricultural issues in Whatcom County, yet data is a critical component to measuring progress. The county could compile data from other sources and make it available in a user friendly way to the broader community. Periodically, the county could add new data gleaned from staff GIS analysis. The information would relate back to the Agriculture program objectives in order to know whether programs and policies are achieving the intended results.

Some of the indicators useful for providing an agricultural status report include:

1. Mapping of land currently in agricultural use – Methods used would be consistent with land characterization effort underway by Planning and Development Services described in Appendix F; reported as new aerial photos become available
2. Permits - Agricultural building permits and new single family residential permits in Agriculture Zone and Rural Study Areas, available on an annual basis
3. New irrigation water rights issued, available through the Department of Ecology
4. Exempt wells installed for domestic and agricultural use
5. Market value of agricultural products sold – US Agricultural Census
6. Number of Agricultural Advisory Committee meetings held, Purchase of Development Rights Oversight Committee meetings held, and other opportunities for public participation related to the agricultural program
7. Area of farms enrolled with WA Dept. of Agriculture, Farm Service Agency or Whatcom Conservation District in a farm planning program
8. Incentive program participation including Open Space Farm and Agriculture current use taxation, Purchase of Development Rights program, and others
9. Acreage and changes in acreage of various cropping types

Tasks associated with performing this assessment include:

- Mapping agricultural lands based on Whatcom County aerial photos
- Compiling data and publishing an agricultural status report

The Agricultural Status Report for the years 2000 through 2017 has been completed and included as part of this 2018 Agriculture Strategic Plan (Pages 19 - 25).







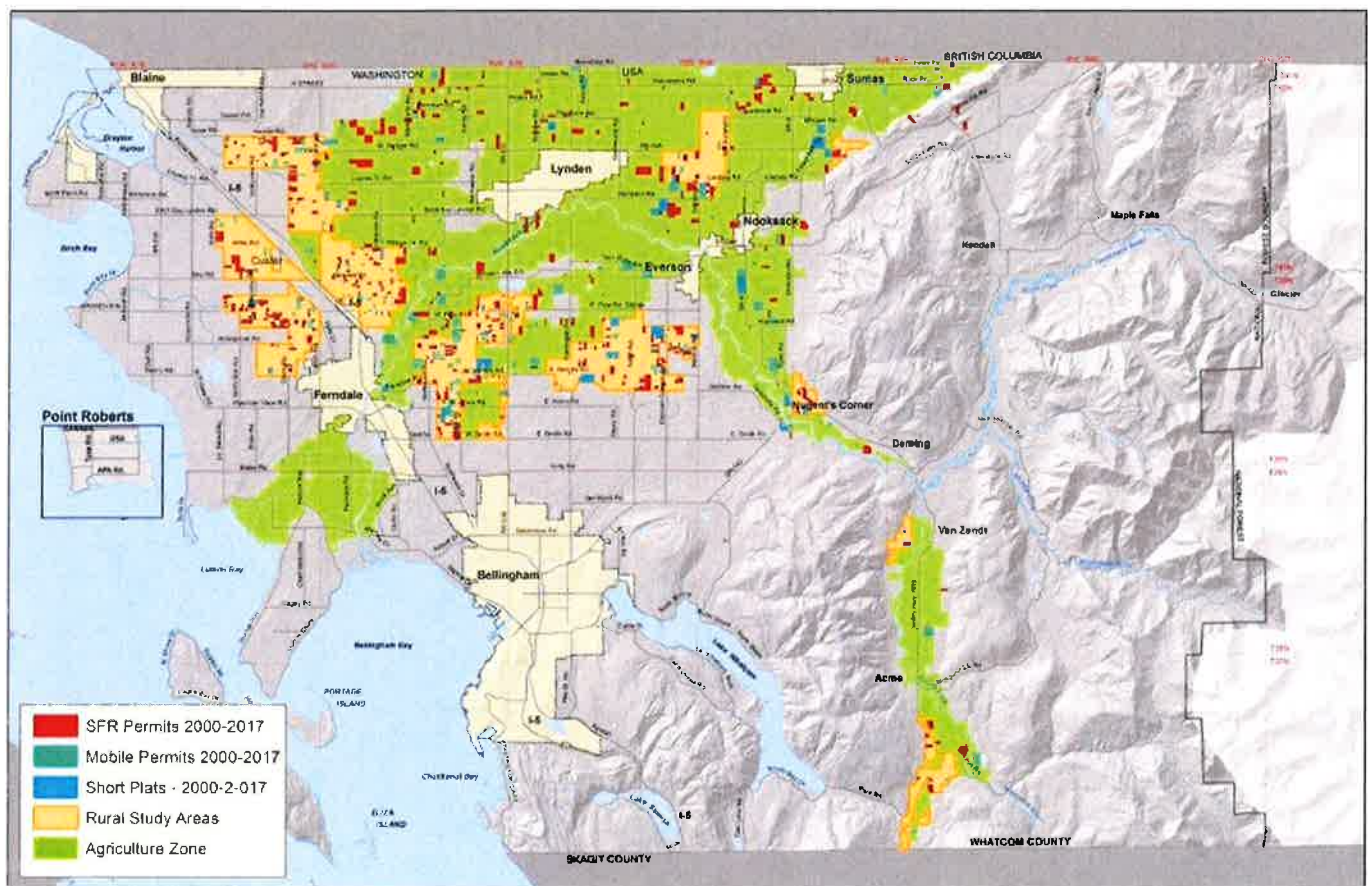


## 2. Permits - Agricultural building permits and new single family residential permits in the Agriculture zone and Rural Study Areas, available on an annual basis.

Whatcom County Code Title 20 Zoning is intended to further the goals and policies of the Whatcom County Comprehensive Plan by providing the authority for and procedures to be followed in regulating the physical development of Whatcom County, through coordinating the execution of both public and private projects with respect to all subject matters utilized for developing and servicing land.

The table presented depicts the number SFR (single family residences), Mobile (mobile homes), and Short Plat (land divisions of up to 5 new lots). For the purposes of this Ag Strategic Plan, permits approved have been grouped by the time period before the original Ag Strategic Plan (2000—2009) and between the original and this updated Ag Strategic Plan (2010—2017). For future Agricultural Status Reports, every year will be tracked independently. It should also be taken into account that the Ag Zone represents approximately 87,353 acres and the Rural Study Areas represent 25,407 acres, therefore the number of permits issued have different relative impacts on the overall agricultural neighborhood.

Permits Issued	(# of permits)	(# of permits)
AG Zone	2000 - 2009	2010 - 2017
SFR	132	42
Mobile	49	14
AG Short Plat	1	16
RSA	2000 - 2009	2010 - 2017
SFR	249	127
Mobile	90	26
Short Plat	36	7



## 2018 Agricultural Status Report

### 3. New irrigation water rights issued, available through the Department of Ecology.

It is the understanding of staff that no new permanent irrigation water rights have been issued by the Washington State Department of Ecology since before the last Agricultural Strategic Plan was completed.

### 4. Exempt wells installed for domestic and agricultural use

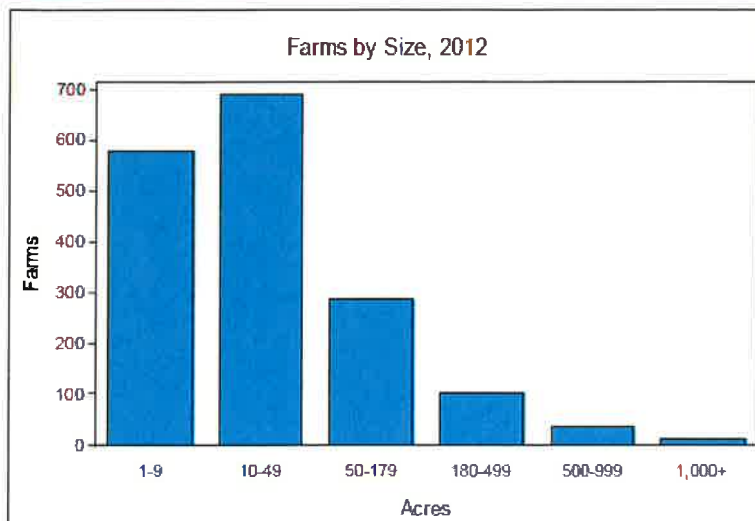
A comprehensive assessment of exempt wells installed for domestic and agricultural use has not yet been completed. Once a more comprehensive assessment has been completed this information will be included in future Agriculture Status Reports.

### 5. Agricultural Census Data of Whatcom County {2012 & 2007, USDA}

(including Skagit, Snohomish, King Counties for context)

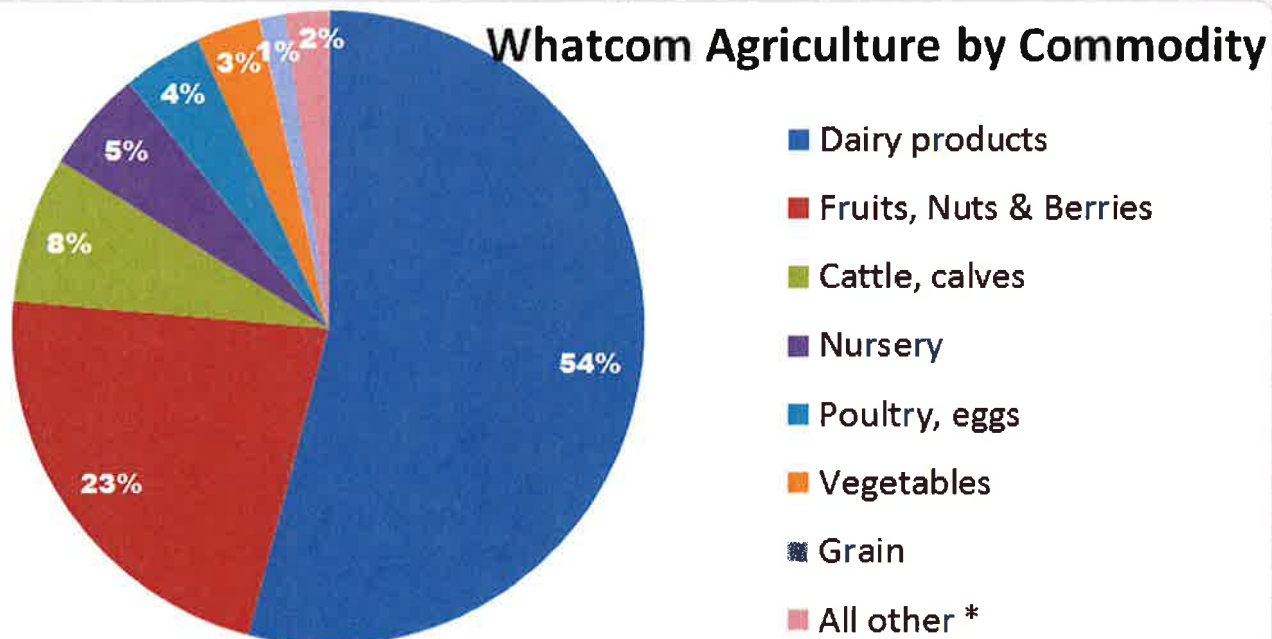
Whatcom County leads in both increases in the total number of farms and acres farmed among these Puget Sound Counties.

Item	Year	Whatcom	Skagit	Snohomish	King
<b>Number of Farms</b>	2012	1,702	1,074	1,438	1,837
Number of Farms	2007	1,483	1,215	1,670	1,790
% change in Number of Farms	2012 to 2007	+ 15 %	- 12 %	- 14%	+ 3 %
<b>Land in Farms</b>	2012	115,831	106,538	70,863 acres	46,717 acres
Land in Farms	2007	102,584	108,541	76,837 acres	49,285 acres
% change in Land in Farms	2012 to 2007	+ 13 %	- 2 %	- 8 %	- 5 %
<b>Average Size of Farms</b>	2012	68 acres	99 acres	49 acres	25 acres
Average Size of Farms	2007	69 acres	89 acres	46 acres	28 acres
% change in Average Farm Size	2012 to 2007	- 1 %	+ 11 %	+ 7 %	- 11 %
<b>Market Value of Products Sold</b>	2012	\$357,312,000	\$272,275,000	\$139,486,000	\$120,749,000
Market Value of Products Sold	2007	\$326,450,000	\$256,248,000	\$125,619,000	\$127,269,000
% change in Market Value	2012 to 2007	+ 9 %	+ 6 %	+ 11 %	- 5 %
Crop Sales	2012	\$119,816,000	\$201,007,000	\$63,216,000	\$44,012,000
Livestock Sales	2012	\$237,496,000	\$71,268,000	\$76,270,000	\$76,737,000
Average Sales per farm	2012	\$209,937	\$253,515	\$97,000	\$65,732
Average Sales per farm	2007	\$220,128	\$210,904	\$75,221	\$71,100
<b>Average age of principal operator</b>	2012	57.4	58.4	58.5	57.1
<b>Principal operators by primary occupation (2012)</b>					
Farming		773	515	511	814
Other		929	559	927	1023



Farms by size: 2012	Number of Farms
1 to 9 acres	578
10 to 49 acres	693
50 to 179 acres	287
180 to 499 acres	101
500 to 999 acres	33
1,000 acres or more	10

Commodity	# Farms	Market Value (2012)	Percent
Dairy products	114	\$ 193,042,000	54%
Fruits, Nuts & Berries	252	\$ 79,978,000	22%
Cattle, calves	520	\$ 26,535,000	7%
Nursery	40	\$ 18,697,000	5%
Poultry, eggs	201	\$ 14,641,000	4%
Vegetables	101	\$ 11,693,000	3%
Grain	71	\$ 4,687,000	1%
All other *	403	\$ 8,039,000	2%
<b>Total</b>	<b>1,702</b>	<b>\$ 357,312,000</b>	<b>100%</b>





**6. Number of Agricultural Advisory Committee meetings held, Purchase of Development Rights Oversight Committee meetings held, and other opportunities for public participation related to the agricultural program**

- The Agricultural Advisory Committee has a scheduled 7 meetings annually
- The Purchase of Development Rights Oversight Committee has a scheduled 11 meetings annually
- The Transfer of Development Rights/Purchase of Development Rights Workgroup met 14 times between March 2017 and June 2018

**7. Area/Number of farms enrolled with Washington Department of Agriculture(WSDA), Whatcom Conservation District or Whatcom County in a farm planning program (As of May 2018)**

- WSDA reports 98 licensed dairies have certified farm plans on 32,800 acres
- WCD reports that 89 farm plans were completed in 2017
- Whatcom County reports 149 farms have participated in the Conservation Program on Agricultural Lands

**8. Incentive program participation:**

**A. Current use taxation**

2017 Current Use Assessment Enrollment	
Open Space Farm and Agricultural Land	106,258
Open Space Farm and Agriculture Conservation Land	244

**B. Incentive program participation: Purchase of Development Rights program, and others.**

The PDR Program has completed 19 agricultural conservation easements representing the protection of 919 acres extinguishing 130 development rights. The PDR Program is currently working with an additional 18 PDR applicants representing an additional 943 acres. Whatcom County Council has approved staff to move forward towards completion of 7 of these applications.



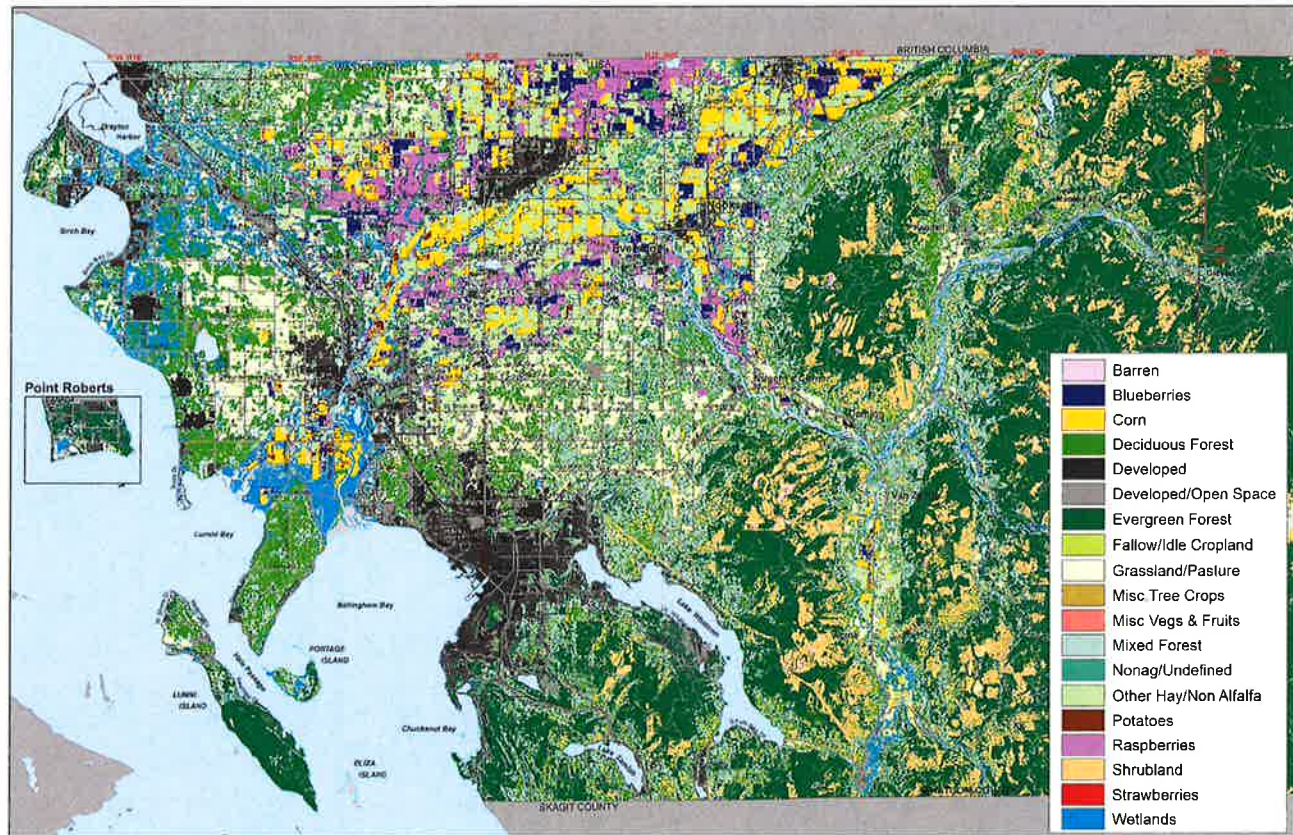
**PURCHASE OF DEVELOPMENT RIGHTS PROGRAM**

## PDR Program Progress To-Date

Closing	Zoning	Water Rights?	Protected Acres	# of Dev Rights	Cost of Purchase	Match Committed \$	Match Source	Conservation Futures Committed \$	Additional Expenses (Closing, Monitoring, Appraisal)	Avg Cost/Ac	Avg Cost to County/Ac (inc. closing, monitoring, appraisal)	Avg Cost/DR
4-Aug	R5A	N	39.62	7	\$480,000.00	\$240,000.00	USDA	\$240,000.00	\$31,724.91	\$6,057.55	\$6,858.28	\$34,285.71
5-Feb	R5A	N	39.4	7	\$230,200.00	\$115,100.00	USDA	\$115,100.00	\$18,389.31	\$2,921.32	\$3,388.05	\$16,442.86
5-Dec	R5A	N	157	31	\$710,000.00	\$355,000.00	USDA	\$355,000.00	\$35,336.06	\$2,261.15	\$2,486.22	\$11,451.61
6-Jun	R5A	Partial	91	18	\$1,065,000.00	\$532,500.00	USDA	\$532,500.00	\$50,488.69	\$5,851.65	\$6,406.47	\$29,583.33
7-Jun	R10A	N	39.88	3	\$170,000.00	\$85,000.00	USDA	\$85,000.00	\$15,387.74	\$2,131.39	\$2,517.25	\$28,333.33
7-Sep	AG	N	39.18	2	\$315,000.00	\$157,500.00	USDA	\$157,500.00	\$22,072.60	\$4,019.91	\$4,583.27	\$78,750.00
7-Sep	AG	N	124.74	2	\$325,000.00	\$162,500.00	USDA	\$162,500.00	\$23,176.53	\$1,302.71	\$1,488.51	\$81,250.00
8-Jan	R5A	Y	40.38	8	\$255,000.00	\$127,500.00	USDA	\$127,500.00	\$19,265.21	\$3,157.50	\$3,634.60	\$15,937.50
8-Oct	R5A	N	19.7	3	\$185,000.00	\$92,500.00	USDA	\$92,500.00	\$16,727.71	\$4,695.43	\$5,544.55	\$30,833.33
8-Oct	AG	N	39.1	2	\$260,000.00	\$130,000.00	USDA	\$130,000.00	\$14,883.90	\$3,324.81	\$3,705.47	\$65,000.00
8-Oct	R5A	N	10.7	1	\$115,000.00	\$57,500.00	USDA	\$57,500.00	\$12,521.54	\$5,373.83	\$6,544.07	\$57,500.00
9-Nov	R5A	Y	30.5	5	\$310,000.00	\$155,000.00	RCO	\$155,000.00	\$21,769.32	\$5,081.97	\$5,795.72	\$31,000.00
2011	R5A	Y	107	21	\$680,000.00	\$340,000.00	USDA	\$340,000.00	\$36,128.60	\$3,177.57	\$3,515.22	\$16,190.48
2013	R5A	Y	36.93	6	\$150,000.00	\$75,000.00	USDA	\$75,000.00	\$12,877.21	\$2,030.87	\$2,379.56	\$12,500.00
2013	R5A	Y	11.25	2	\$70,000.00	\$35,000.00	USDA	\$35,000.00	\$10,325.03	\$3,111.11	\$4,028.89	\$17,500.00
2014	R5A	Y	39.17	7	\$135,000.00	\$67,500.00	USDA	\$67,500.00	\$9,898.47	\$1,723.26	\$1,975.96	\$9,642.86
2017	AG	N	19.4	1	\$80,000.00	\$40,000.00	SWF	\$40,000.00	\$20,528.29	\$2,061.86	\$3,120.01	\$40,000.00
2017	AG	N	14.5	1	\$85,000.00	\$42,500.00	SWF	\$42,500.00	\$20,537.35	\$2,931.03	\$4,347.40	\$42,500.00
2018	R5A	Y	19.7	3	\$100,000.00	\$100,000.00	USDA/RCO	\$0.00	\$23,232.11	\$6,255.44	\$1,179.29	\$41,077.37
<b>TOTALS:</b>			<b>919</b>	<b>130</b>	<b>\$5,720,200</b>	<b>\$2,910,100</b>		<b>\$2,810,100</b>	<b>\$392,038.47</b>	<b>\$3,124.24</b>		<b>\$22,480.80</b>



## 9. Acreage and changes in acreage of various cropping types (2017) (turn landscape)



Washington Cropland Data Layer, also known as CropScape, has been developed by the United States Department of Agriculture (USDA), National Agricultural Statistics Service (NASS), Research and Development Division (RDD), Geospatial Information Branch (GIB), Spatial Analysis Research Section (SARS). Additional information can be found at [www.nass.usda.gov](http://www.nass.usda.gov). The purpose of the Cropland Data Layer Program is to use satellite imagery to (1) provide planted acreage estimates to the Agricultural Statistics Board for the state's major commodities and (2) produce digital, crop-specific, categorized geo-referenced output products.

\*When reviewing the table on the next page, please note that the acreages are estimates based on satellite imagery as described above and is not intended to be used as exact figures.

	2008 AG Zone	2014 AG Zone	2017 AG Zone		2008 RSA	2014 RSA	2017 RSA
Alfalfa	16	65	8			2	1
Apples		44	32			3	2
Barley	266	36	12		1	1	
Barren	466	499	838		8	46	112
Blueberries **			9,433				1,156
Blueberries/Raspberries*	11,949	15,638			1,633	1,921	
Clover/Wildflower		50				1	
Corn	11,467	16,418	13,906		580	852	602
Cranberries	159	6			25	1	
Developed - Open Space	1,813	1,536	1,594		1,731	1,702	1,713
Developed - Low Intensity	2,909	3,056	3,070		1,526	1,569	1,597
Developed - Med. Intensity	473	500	578		148	160	177
Developed - High Intensity	228	229	260		68	68	75
Fallow/Idle	3	2,208	102			54	9
Forest, Deciduous	2,797	3,969	3,599		1,966	3,053	2,898
Forest, Evergreen	1,792	1,194	1,320		1,309	891	856
Mixed Forest	2,930	2,222	2,463		1,651	1,597	1,702
Grasses/Pasture+	28,714	21,747	5,663		11,049	11,475	6,481
Hay - non alfalfa+	11,126	10,574	22,046		718	473	3,111
Herbaceous Wetlands	3,086	963	3,043		420	193	821
Other Crops	34	48	120			10	3
Other Tree Crops		181	81			4	20
Peas	50		3		2		
Potatoes	878	1,314	659		23	22	36
Raspberries**			11,519				1,624
Shrubland	1,549	1,151	1,941		582	664	797
Sod/Grass	7	97	111				6
Sorghum	66		29		1		14
Strawberries	2	302	15		9	60	2
Water	755	1,027	961		18	20	23
Winterwheat	107	20	23		1	1	
Woody Wetlands	3,645	2,148	3,754		2,437	1,057	2,048
Xmas Trees	1	46	105			6	20

+ Grasses/Pasture and Other Hay - non alfalfa categorized differently in 2017

\* 2008/2014 - blueberries and raspberries combined

\*\* 2017 - blueberries and raspberries counted separately





# **Whatcom County Agricultural Strategic Plan 2018**





SPONSORED BY: Planning  
PROPOSED BY: Planning  
INTRODUCTION DATE: \_\_\_\_\_

**RESOLUTION # \_\_\_\_\_**

**DECLARING THE COUNTY COUNCIL'S SUPPORT FOR  
THE 2018 WHATCOM COUNTY AGRICULTURAL STRATEGIC PLAN**

WHEREAS, the Agricultural Advisory Committee was established under Whatcom County Ordinance 2001-036 and is governed by Whatcom County Code Chapter 2.34; and

WHEREAS, the Agricultural Advisory Committee is to provide review and recommendations to the Whatcom County Council on issues that affect agriculture, including assistance with establishment, promotion, and implementation of a comprehensive agricultural protection program; and

WHEREAS, the county has identified 100,000 acres as being the minimum acreage needed in farming to support a viable agriculture industry in Whatcom County (RES 2009-040); and

WHEREAS, the county has identified areas outside the roughly 87,500-acre Agriculture zone where agricultural land protection efforts should be strengthened (RES 2009-040); and

WHEREAS, the Agricultural Advisory Committee and staff were requested by the county to recommend options that strengthen farm land preservation policies in these areas (RES 2009-040); and

WHEREAS, the county has requested the Agricultural Advisory Committee's 2009 list of tools and strategies be further developed with recommendations made that enable implementation of these tools (RES 2009-040); and

WHEREAS, the Agricultural Advisory Committee conducted open public meetings in 2010-2011 to develop an Agricultural Strategic Plan that creates a road map, including specific tasks and priorities for implementing agricultural protection measures; and

WHEREAS, the Agricultural Advisory Committee unanimously voted to endorse the 2018 Agricultural Strategic Plan on May 9, 2018; and

WHEREAS, members of the Agricultural Advisory Committee and staff discussed the Strategic Plan with the County Council at the July 24, 2018 Natural Resources Committee meeting;

NOW, THEREFORE, BE IT RESOLVED that the Whatcom County Council hereby endorses this Whatcom County Agricultural Strategic Plan, and commits to the time and resources necessary for its implementation; and

BE IT FURTHER RESOLVED that the County Council affirms the important role of the Agricultural Advisory Committee and Agriculture Program staff in developing recommendations for appropriate code changes and comprehensive plan amendments as identified in the Whatcom County Agricultural Strategic Plan.

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2018

**ATTEST:**

WHATCOM COUNTY COUNCIL  
**WHATCOM COUNTY,  
WASHINGTON**

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

\_\_\_\_\_  
Rud Browne, Chairman

APPROVED as to form:

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

**WHATCOM COUNTY COUNCIL AGENDA BILL**

NO. 2018-208

CLEARANCES	Initial	Date	Date Received in Council Office	Agenda Date	Assigned to:
Originator:	MDX	6/27/18	<div style="text-align: center;"> <b>RECEIVED</b>  JUL 02 2018  WHATCOM COUNTY  COUNCIL </div>	7/10/18	Intro
Division Head:				7/24/18	Finance Committee; Council
Dept. Head:					
Prosecutor:	KMF	6/27/18			
Purchasing/Budget:	MDX	6/27/18			
Executive:	TKS	7/2/18			
<b>TITLE OF DOCUMENT:</b> Ordinance Establishing the Swift Creek Sediment Management Fund and Establishing a Budget for the Swift Creek Sediment Management Fund					
<b>ATTACHMENTS:</b> Ordinance, Exhibit A, and Memorandum					
SEPA review required? ( ) Yes ( X ) NO SEPA review completed? ( ) Yes ( X ) NO			Should Clerk schedule a hearing? ( ) Yes ( X ) NO Requested Date:		
<b>SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:</b> (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 establishes the Swift Creek Sediment Management Fund and requests an initial budget for the Fund of \$1,000,000.					
<b>COMMITTEE ACTION:</b>			<b>COUNCIL ACTION:</b> 7/10/2018: Introduced 6-0, Ballew absent		
Related County Contract #:		Related File Numbers:		Ordinance or Resolution Number:	

PROPOSED BY: Executive  
INTRODUCTION DATE: 7/10/18

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

**ESTABLISHING THE SWIFT CREEK SEDIMENT MANAGEMENT FUND AND  
ESTABLISHING A BUDGET FOR THE SWIFT CREEK SEDIMENT MANAGEMENT FUND**

**WHEREAS**, sediment management will be an ongoing project for many years, and

**WHEREAS**, Washington State, through the Department of Ecology has approved funding of a \$1,000,000 grant for the Swift Creek Sediment Management Action Plan, and

**WHEREAS**, an additional \$3,000,000 has been approved for future use from the Department of Ecology State Building Construction Account, and

**WHEREAS**, the County needs to design, provide environmental review, and permit facilities and construction of sediment traps and a debris flow levee to address sediment issues, and

**WHEREAS**, the County needs a separate fund to separately track and account for these revenues until funds can be properly expended,

**NOW, THEREFORE, BE IT ORDAINED** by the Whatcom County Council that a new fund is hereby established titled Swift Creek Sediment Management Fund to account for costs of improvements and maintenance activities on Swift Creek, and

**BE IT FURTHER ORDAINED** by the Whatcom County Council that the Fund is approved with a budget of \$1,000,000 as described in Exhibit A.

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2018

ATTEST:

WHATCOM COUNTY COUNCIL  
WHATCOM COUNTY, WASHINGTON

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

\_\_\_\_\_  
Rud Browne, Chair of the Council

APPROVED AS TO FORM:

( ) Approved      ( ) Denied

  
Civil Deputy Prosecutor

\_\_\_\_\_  
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, Director *JH*

From: Roland Middleton, Special Programs Manager *RM*

Date: June 25, 2018

RE: Supplemental Budget Request – Swift Creek Sediment Management

---

### Requested Action

Enclosed for your review and consideration is a supplemental budget request for 2018 (see attached Supplemental Budget Request ID # 2614).

### Background and Purpose

This project begins the long term management of the Swift Creek Sediment from the Sumas Mountain Landslide. The project elements for this phase include designing and permitting the sediment traps, debris levee, and sediment basins; dredging portions of the lower reach; and environmental review of the repository areas.

Washington State, through the Department of Ecology has approved funding for the Swift Creek Sediment Management Action Plan.

### Funding Amount and Source

This supplemental budget request will authorize \$1,000,000 of expenditure authority for the first phases of this multi-year action plan. The first pass-through grant is for \$1,000,000 of the first \$4,000,000 approved from the State Building Construction Account.

Please contact Roland Middleton at extension 6212 if you have any questions or concerns regarding this request.

# EXHIBIT A

## Supplemental Budget Request

Status: Pending

### Public Works

### Administration

Suppl ID # 2614 Fund Cost Center Originator: Randy Rydel

Expenditure Type: One-Time Year 2 2018 Add'l FTE ☐ Add'l Space ☐ Priority 1

Name of Request: Swift Creek Sediment Management Project

X

Department Head Signature (Required on Hard Copy Submission)

Date

6/25/18

Costs:	Object	Object Description	Amount Requested
	4334.0310	DOE Grants	(\$1,000,000)
	6630	Professional Services	\$850,000
	7380	Other Improvements	\$150,000
	Request Total		\$0

#### 1a. Description of request:

This project begins the long term management of the Swift Creek Sediment from the Sumas Mountain Landslide. The project elements for this phase include preliminary design of the sediment traps and debris flow levee, alternatives analysis of the sediment basins, final design of the sediment traps and debris flow levee, preliminary design of the sediment basins, obtaining the necessary permits and completing the environmental review

Additionally, the project includes overall management and removal of asbestos laden sediment in the lower Swift Creek basin. This is the first and second tasks of the Sumas Mountain/Swift Creek Sediment Management Project grant for this multiyear project.

#### 1b. Primary customers:

Citizens of Whatcom county and Canada that live or work near the Sumas River or Swift Creek.

#### 2. Problem to be solved:

Swift Creek, originating on Sumas Mountain in Whatcom County has a long history of sediment loading and reduced hydraulic conveyance capacity with consequent flooding as a result of an active landslide. Sediment from the slide is from a unique geologic deposit that contains naturally occurring asbestos as well as metals of concern including cadmium, cobalt, manganese, and nickel. In addition to the environmental health concern of the asbestos, the sediment loading within Swift Creek creates conditions that inhibit animal life and vegetation in and adjacent to the Creek. Swift Creek sediment flows into the Sumas River and has now entered Canadian waters to the north. Whatcom County and the Department of Ecology are coordinating efforts within their respective legal authorities to address this regional and international issue. Ecology and Whatcom County see the benefit of implementing stream and sediment control measures including sediment traps, deflection levees, sedimentation basins, and long-term sediment sequestration and management facilities. This grant is the first phase of a multiple year project response.

#### 3a. Options / Advantages:

#### 3b. Cost savings:

This project is largely grant funded and upon completion will save on increasing annual maintenance expense. Additionally, the project will avert the large scale emergency that would take place if Swift Creek spills out of its current channel.

#### 4a. Outcomes:

-Design

Wednesday, June 27, 2018

Rpt: Rpt Suppl Regular

## Supplemental Budget Request

*Status:* Pending

---

### Public Works

### Administration

---

Suppl ID # 2614	Fund	Cost Center	Originator: Randy Rydel
-----------------	------	-------------	-------------------------

- Environmental Review
- Permitting of the facilities

These tasks will be delivered by July 2020

**4b. Measures:**

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

This request will benefit the Road fund, Flood Control Zone District, Sumas Nooksack Everson Flood Control Sub Zone who all currently work to keep the creek in its banks.

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

**6. Funding Source:**

This and additional work will be funded by a grant from the Department of Ecology State Building Construction Account.

CLEARANCES	Initial	Date	Date Received in Council Office	Agenda Date	Assigned to:
Originator:	<i>MDC</i>	6/27/18	<b>RECEIVED</b> <b>JUL 02 2018</b> <b>WHATCOM COUNTY COUNCIL</b>	07/10/18	Intro
Division Head:				07/24/18	Finance Comm; Council
Dept. Head:					
Prosecutor:	<i>KNF</i>	6/27/18			
Purchasing/Budget:	<i>MDC</i>	6/27/18			
Executive:	<i>TLS</i>	7/2/18			
<b>TITLE OF DOCUMENT: 2018 Supplemental Budget Request #9</b>					
<b>ATTACHMENTS: Ordinance, Memoranda &amp; Budget Modification Requests</b>					
SEPA review required? ( ) Yes ( X ) NO SEPA review completed? ( ) Yes ( X ) NO			Should Clerk schedule a hearing? ( ) Yes ( X ) NO Requested Date:		
<b>SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:</b> (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.)					
<b>Supplemental #9 requests funding from the General Fund:</b>					
1. To appropriate \$50,000 in District Court Probation for additional funding for electronic monitoring program. 2. To appropriate \$186,558 in Planning and Development Services to fund Buildable Lands Program from grant proceeds 3. To appropriate \$50,000 in Superior Court to fund pre- trial risk assessment implementation. 4. To appropriate \$127,726 in Non-Departmental to fund Opportunity Council public services program from grant proceeds.					
<b>From the Public Utilities Improvement Fund:</b>					
5. To appropriate \$1,600,000 to fund PUD #1 Grandview water project.					
<b>COMMITTEE ACTION:</b>			<b>COUNCIL ACTION:</b>		
			7/10/2018: Introduced 6-0, Ballew absent		
<b>Related County Contract #:</b>		<b>Related File Numbers:</b>		<b>Ordinance or Resolution Number:</b>	



PROPOSED BY: Executive  
INTRODUCTION DATE: 07/10/18

**ORDINANCE NO.  
AMENDMENT NO. 9 OF THE 2018 BUDGET**

**WHEREAS**, the 2017-2018 budget was adopted December 6, 2016; and,  
**WHEREAS**, changing circumstances require modifications to the approved 2017-2018 budget; and,

**WHEREAS**, the modifications to the budget have been assembled here for deliberation by the Whatcom County Council,

**NOW, THEREFORE, BE IT ORDAINED** by the Whatcom County Council that the 2017-2018 Whatcom County Budget Ordinance #2016-068 is hereby amended by adding the following additional amounts to the 2018 budget included therein:

Fund	Expenditures	Revenues	Net Effect
<b>General Fund</b>			
District Court Probation	50,000	-	50,000
Planning and Development Services	186,558	(225,000)	(38,442)
Superior Court	50,000	-	50,000
Non-Departmental	127,726	(127,726)	-
<b>Total General Fund</b>	<b>414,284</b>	<b>(352,726)</b>	<b>61,558</b>
<b>Public Utilities Improvement Fund</b>	<b>1,600,000</b>	<b>-</b>	<b>1,600,000</b>
<b>Total Supplemental</b>	<b>2,014,284</b>	<b>(352,726)</b>	<b>1,661,558</b>

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2018.

ATTEST:

WHATCOM COUNTY COUNCIL  
WHATCOM COUNTY, WASHINGTON

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

\_\_\_\_\_  
Rud Browne, Chair of the Council

APPROVED AS TO FORM:

( ) Approved      ( ) Denied

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

\_\_\_\_\_  
Jack Louws, County Executive

Date: \_\_\_\_\_

<b>WHATCOM COUNTY</b>				
<b>Summary of the 2018 Supplemental Budget Ordinance No. 9</b>				
Department/Fund	Description	Increased (Decreased) Expenditure	(Increased) Decreased Revenue	Net Effect to Fund Balance (Increase) Decrease
<b>General Fund</b>				
District Court Probation	To provide additional funding for electronic monitoring project.	50,000	-	50,000
Planning and Development Services	To fund Buildable Lands Program from grant proceeds.	186,558	(225,000)	(38,442)
Superior Court	To fund pre-trial risk assessment implementation.	50,000	-	50,000
Non-Departmental	To fund Opportunity Council public services program from grant proceeds.	127,726	(127,726)	-
<b>Total General Fund</b>		<b>414,284</b>	<b>(352,726)</b>	<b>61,558</b>
<b>Public Utilities Improvement Fund</b>	To fund PUD #1 Grandview water project.	<b>1,600,000</b>	-	<b>1,600,000</b>
<b>Total Supplemental</b>		<b>2,014,284</b>	<b>(352,726)</b>	<b>1,661,558</b>

**WHATCOM COUNTY  
DISTRICT COURT**

Whatcom County Courthouse  
311 Grand Avenue, Suite 401  
Bellingham, WA 98225-4081



**MATTHEW S. ELICH**  
Judge

**DAVID M. GRANT**  
Judge

**ANTHONY PARISE**  
Commissioner

**BRUCE VAN GLUBT**  
Administrator

TO: Executive Louws

FROM: Bruce Van Glubt

DATE: June 25, 2018

SUBJ: District Court Electronic Monitoring Pilot Project

Attached you will find a supplemental budget request document asking for an additional \$50,000 to both continue and increase the number of defendants on the program through the end of 2018.

With an expenditure authority of \$10,000 per month, the program capacity can increase from 15 to approximately 30 defendants at any one time.

The initial \$15,000 will run out at the end of July. You will find additional details about the program in the attached document.

Thank you for your consideration of this request.

# Supplemental Budget Request

Status: Pending

## District Court Probation

Suppl ID # 2616

Fund 1

Cost Center 1310

Originator: Bruce Van Glubt

Expenditure Type: One-Time

Year 2 2018

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: Electronic Monitoring Pilot Project

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	6610	Contractual Services	\$50,000
	Request Total		\$50,000

### 1a. Description of request:

Approval of this supplemental budget request will allow for:

1. Continuation a of the Electronic Monitoring Pilot Project for District Court defendants through the end of 2018.
2. Increase the number of defendants on the program at any one time from 15 to 30.

### 1b. Primary customers:

District Court Judges, Prosecutors, Defense Attorneys, and defendants.

### 2. Problem to be solved:

The funding for the first phase of the project will run out at approximately the end of July, 2018. The funding requested in this supplemental budget request will allow continued funding of the project, and increase the number of defendants on the program, through the end of the year. This will allow additional time to evaluate the program, how it is used, and outcomes.

### 3a. Options / Advantages:

Discontinue the program.

### 3b. Cost savings:

### 4a. Outcomes:

The first defendant was placed on the program on 2/2/18. The total number of defendants that have been on the program through June 20th is 18. Of the 18, during the period of time the defendants were on the program:

- \*15 were pretrial cases and 3 were post conviction cases. (83%)
- \*16 were not arrested for new offenses and 2 were. (89%)
- \*17 did not have any warrant issued for their arrest and 1 did. (94%)
- \*There have been 1039 "device" days.
- \*As of 6/20/18 there were 14 defendants on the program.

Feedback from Judges, Prosecutors and Defense Attorneys is as follows:

- \*During the period of time on the program the defendants were not in custody.
- \*It is likely that higher bail would have been imposed with some unable to post bail.
- \*The program has allowed for a higher level of monitoring defendants.
- \*The devices are more convenient for defendants than other options imposed by the court such as daily/weekly UA and PBTs, particularly for those that do not live close to the courthouse.
- \*Both the Prosecutor and the Public Defender's Offices have stated they would like to continue the

Monday, June 25, 2018

Rpt: Rpt Suppl Regular



## Supplemental Budget Request

Status: Pending

### District Court Probation

Suppl ID # 2616

Fund 1

Cost Center 1310

Originator: Bruce Van Glubt

program and increase the number of defendants on the program.

#### **4b. Measures:**

The following information will be continued to be gathered regarding defendants on the program:

1. Number on pretrial and post-conviction monitoring.
2. Number of new offenses.
3. Number of new warrants.
4. Number of days served on the devices.

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

The Whatcom County Sheriff's Department.

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

#### **6. Funding Source:**

General fund.

**WHATCOM COUNTY**

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



**Mark Personius, AICP**  
Director

Memorandum

**TO:** Jack Louws, County Executive

**FROM:** Matt Aamot, Senior Planner *MA*  
Mark Personius, Director *MP*

**DATE:** June 25, 2018

**SUBJECT:** Budget Supplemental Request ID#2610  
Buildable Lands Program Funding

---

The attached Budget Supplemental Request is an increase in budget authority to accept and disburse the State Department of Commerce grant for the Buildable Lands Project.

**Background and Purpose**

The Washington State Legislature approved a bill in the 2017 legislative session that imposes new land use planning requirements on Whatcom County and the cities. The County and cities will now be required to review past development patterns and compare them to the planned growth envisioned in the Comprehensive Plan and perform other related tasks. If the actual growth deviates from planned growth, then local jurisdictions will need to take reasonable measures to address the situation. This process will include developing County-wide Planning Policies, data collection, research, and developing methods to conduct the buildable lands evaluation.

**Funding Source**

The State Legislature allocated \$225,000 to Whatcom County for state fiscal year 2019 (July 1, 2018 to June 30, 2019) in association with the new Buildable Lands Program requirements. These funds will be used for reimbursing County staff time, reimbursing city expenses, and consultant work. The other option would be for the County (and cities) to fund the work without assistance of the State.

Please contact Matt Aamot at extension 5939 or Mark Personius at extension 5950, if you have questions regarding this project.

Thank you.

# Supplemental Budget Request

Status: Pending

Planning & Development Services

Planning

Suppl ID # 2610

Fund 1

Cost Center 2527

Originator: Mark Personius

Expenditure Type: One-Time

Year 2 2018

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: Buildable Lands Program Funding

X



6-25-2018

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	4334.0421	Commerce Grant	(\$225,000)
	6630	Professional Services	\$78,500
	7210	Intergov Prof Svcs	\$108,058
	<b>Request Total</b>		<b>(\$38,442)</b>

## 1a. Description of request:

The Washington State Legislature approved a bill in the 2017 legislative session that imposes new land use planning requirements on Whatcom County and the cities. The County and cities will now be required to review past development patterns and compare them to the planned growth envisioned in the Comprehensive Plan and perform other related tasks. If the actual growth deviates from planned growth, then local jurisdictions will need to take reasonable measures to address the situation. This process will include developing County-wide Planning Policies, data collection, research, and developing methods to conduct the buildable lands evaluation.

## 1b. Primary customers:

The public and partner cities.

## 2. Problem to be solved:

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

## 3a. Options / Advantages:

The State Legislature allocated \$225,000 to Whatcom County for state fiscal year 2019 (July 1, 2018 to June 30, 2019) in association with the new Buildable Lands Program requirements. These funds will be used for reimbursing County staff time, reimbursing city expenses, and consultant work. The other option would be for the County (and cities) to fund the work without assistance of the State.

## 3b. Cost savings:

The State Legislature allocated \$225,000 to Whatcom County for state fiscal year 2019 (July 1, 2018 to June 30, 2019). Accepting these state funds will save the County and cities from spending local funds to comply with this new state mandate.

## 4a. Outcomes:

Task # 1 - Participate in State process of developing Buildable Lands Program Guidelines (State Guidebook will be finalized by December 2018) and other documents the State Department of Commerce's consultant is developing in association with ESSSB 5254.

Task # 2 - County/City collaboration to develop a unified approach to buildable land requirements, including engaging key stakeholders to solicit input/ feedback.

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

Task # 4 - Collect annual data to the extent necessary to assess achieved development densities and

Monday, June 25, 2018

Rpt: Rpt Suppl Regular

## Supplemental Budget Request

Status: Pending

### Planning & Development Services

### Planning

Suppl ID # 2610

Fund 1

Cost Center 2527

Originator: Mark Personius

land suitable for development.

Task # 5 - Begin research and data collection on key issues relating to Buildable Lands.

Task # 6 - Begin the process of reviewing the State Buildable Lands Guidelines and developing draft Whatcom County Buildable Lands Methodology.

Task # 7 - Project management.

All tasks will be completed between July 1, 2018 and June 30, 2019.

#### 4b. Measures:

Work products including county-wide planning policies, permit reports and other data compilation, and buildable lands methodology. Work products may be in draft form.

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

Participating Cities within Whatcom County. The County's Information Technology Department will provide permit data reports.

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

Participating City Planners.

Ben Glassett- Whatcom County IT--producing permit reports.

#### 6. Funding Source:

The State Department of Commerce (state grant)



# Supplemental Budget Request

Status: Pending

## Superior Court

Suppl ID # 2608

Fund 1

Cost Center 3100

Originator: David Reynolds

Expenditure Type: One-Time

Year 2 2018

Add'l FTE —

Add'l Space —

Priority 1

Name of Request: Pre Trial Risk Assessment Implementation

X

Department Head Signature (Required on Hard Copy Submission)

5/4/18

Date

Costs:	Object	Object Description	Amount Requested
	6610	Contractual Services	\$50,000
	Request Total		\$50,000

### 1a. Description of request:

Superior Court requests funds to contract with a professional consultant who can review local jail data and refine the Virginia model pretrial risk assessment to be statistically relevant for County and municipal jurisdictions in Whatcom Courts.

### 1b. Primary customers:

Initially, the Whatcom County Superior Court judicial officers will apply the risk assessment to qualified pretrial felony defendants. In addition, judicial officers in Whatcom County District Court and other courts of limited jurisdiction (such as the Cities) will be invited to use the locally-validated pretrial risk assessment for qualified pretrial misdemeanor and gross misdemeanor defendants.

### 2. Problem to be solved:

An independent study indicated that up to 60 percent of the Whatcom County jail population is being held on a pretrial basis. This is a significant consumption of jail resources. In addition, Washington State Court Rules: Superior Court Criminal Rules Section 3.2 requires Superior Court to release those accused in non-capital cases without conditions unless the court determines the release will not reasonably assure public safety and/or court appearance when required.

Initially, the Whatcom County Superior Court judicial officers will apply the risk assessment to qualified pretrial felony defendants. In addition, judicial officers in Whatcom County District Court and other courts of limited jurisdiction (such as the Cities) will be invited to use the locally-validated pretrial risk assessment for qualified pretrial misdemeanor and gross misdemeanor defendants.

### 3a. Options / Advantages:

A variety of risk assessment tools have been considered. The Virginia model appears to be the most comprehensive and adaptable to our local needs.

County Superior Court judicial officers have indicated that certain qualifying defendants, who are being incarcerated now, may be released from jail with conditions. A locally-validated pretrial risk assessment will give judges the information necessary to order appropriate requirements for each defendant who is awaiting trial.

Best practices call for combining pretrial risk assessment tools with a release matrix to determine the least onerous conditions that will assure pretrial success. Some pretrial risk assessment tools with proprietary algorithms and software can cost up to \$200,000. However, local criminal justice officials recommend using the non-proprietary and no-cost Virginia model risk assessment and applying the risk assessment via hand-scoring (no software requirements). The only cost would be for a professional consultant to validate the local jail data to the risk assessment questionnaire and matrix.

# Supplemental Budget Request

Status: Pending

## Superior Court

Suppl ID # 2608

Fund 1

Cost Center 3100

Originator: David Reynolds

### 3b. Cost savings:

Long term cost savings of applying a pretrial risk assessment tool with pretrial monitoring services could include a statistically significant reduction in jail bed use from certain pretrial defendants, reducing the jail size needs. Until we have a risk assessment implemented, however, it is impossible to determine how much of a reduction will take place.

### 4a. Outcomes:

The goal is to reduce the proportion of defendants who are incarcerated before trial, by using an objective tool to identify those defendants who could be safely maintained in the community and providing monitoring and other services to maintain their accountability for complying with all pretrial requirements ordered by the court.

### 4b. Measures:

Best practices require that pretrial risk assessments be statistically reviewed after one year of use and every five years thereafter to ensure that the tool remains relevant to local factors. With this initial contract, baseline data on pretrial jail use will be collected and measured. Through periodic reviews, data will continue to be collected and measured, trends identified, and the efficacy of pretrial services will be established.

### 5a. Other Departments/Agencies:

The Whatcom County Jail, Superior Court, Courts of lower jurisdiction, the Prosecutor's Office, Public Defender's Office, and local law enforcement. The impact can not be assessed until the tool is operational.

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

Superior Court is responsible for implementation. Courts of lower jurisdiction may implement.

### 6. Funding Source:

County General fund

**WHATCOM COUNTY  
EXECUTIVE'S OFFICE**

County Courthouse  
311 Grand Avenue, Suite #108  
Bellingham, WA 98225-4082



**Jack Louws**  
County Executive

# MEMORANDUM

**To:** Whatcom County Council Members  
**From:** Jack Louws  
**Subject:** Budget Supplemental, Opportunity Council Grant  
**Date:** June 25, 2018

---

The attached supplemental request for \$127,726 is for the purposes of establishing budget authority in order to pass-through an available grant from the Washington State Department of Commerce to the Opportunity Council. This grant was applied for and authorized by the County Council in March, and has been granted for the delivery of direct services by the Opportunity Council as the local community action agency.

This grant is a HUD formula grant, issued annually, and passed through Dept. of Commerce for Community Development Block Grant Programs, for which Opportunity Council qualifies for this financial assistance. Whatcom County has been designated by the Dept. of Commerce as the grantee for the purpose of contracting with the Opportunity Council as a subrecipient for this grant award of \$127,726.

This funding is intended to support new or increased levels of service to low- and moderate-income level homeowners and residents in Whatcom, Island and San Juan Counties for a one year period.

Whatcom County has executed a contract with the State Department of Commerce for this funding. Council's authorization for this supplemental request will result in the execution of a Subrecipient Agreement with the Opportunity Council to implement the designated services noted herein.

# Supplemental Budget Request

Status: Pending

## Executive

Suppl ID # 2613 Fund 1 Cost Center 4286 Originator: Suzanne Mildner

Expenditure Type: One-Time Year 2 2018 Add'l FTE ☐ Add'l Space ☐ Priority 1

Name of Request: OppCo Public Services CDBG Grant 2018-19

X

Department Head Signature (Required on Hard Copy Submission)

Date

6.25.18

Costs:	Object	Object Description	Amount Requested
	4333.1422	HUD-CDBG	(\$127,726)
	6610	Contractual Services	\$127,726
	<b>Request Total</b>		<b>\$0</b>

### 1a. Description of request:

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

### 1b. Primary customers:

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

### 2. Problem to be solved:

This grant must be accessed through the local government, and will provide the following public services: community outreach, resource referral, client housing education, energy conservation education and other housing services.

### 3a. Options / Advantages:

N/A

### 3b. Cost savings:

N/A

### 4a. Outcomes:

Accomplish HUD's objective of increasing the availability and accessibility of housing public services. This is an annual formula grant and the contract period is July 1, 2018 to June 30, 2019.

### 4b. Measures:

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

### 5a. Other Departments/Agencies:

Opportunity Council is our local action agency, and 3 community resource centers in San Juan County.

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

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

### 6. Funding Source:

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

**WHATCOM COUNTY  
EXECUTIVE'S OFFICE**

County Courthouse  
311 Grand Avenue, Suite #108  
Bellingham, WA 98225-4082



**Jack Louws**  
County Executive

**MEMORANDUM**

**TO:** Whatcom County Council members  
**FROM:** Jack Louws, County Executive  
**RE:** EDI Program - Interlocal Loan & Grant Agreement with  
PUD#1 of Whatcom County  
**DATE:** June 22, 2018

---

Attached is a Supplemental budget request for spending authority on an EDI Interlocal Loan and Grant Agreement for which budget authority is required.

On June 5, 2018, the Council adopted the EDI Board's recommendation to provide funding through the EDI Program for the PUD#1's Grandview/I-5/Northgate (Fire System) Water Supply Pipeline project.

The PUD is ready to proceed with the project. The Interlocal Agreement will be presented to Council in July 2018, concurrently with this budget supplemental request. The PUD is expecting to draw on the \$800,000 grant initially, as provided for under the terms of the agreement. The loan portion, another \$800,000, is expected to be drawn upon soon thereafter, and project completion is anticipated to be late 2018 or early 2019.

This program funding is derived from the Public Utilities Improvement Fund.



# Supplemental Budget Request

Status: Pending

## Executive

Suppl ID # 2612

Fund 332

Cost Center 3332237

Originator: Suzanne Mildner

Expenditure Type: One-Time

Year 2 2018

Add'l FTE ☐

Add'l Space ☐

Priority 2

Name of Request: EDI PUD#1 Grandview Water Project

X

Department Head Signature (Required on Hard Copy Submission)

Date

6/25/18

Costs:	Object	Object Description	Amount Requested
	7220	Intergov Subsidies	\$1,600,000
	<b>Request Total</b>		<b>\$1,600,000</b>

### 1a. Description of request:

Requesting budget authority for EDI loan and grant funding for PUD #1 of Whatcom County's Grandview/I-5 water pipeline project.

### 1b. Primary customers:

Public Utility District #1 and Whatcom County

### 2. Problem to be solved:

In June 2018, County Council authorized EDI Program funding, to include a grant in the amount of \$800,000 and a loan in the amount of \$800,000 for PUD#1's water pipeline project in the Grandview/I-5 area. The interlocal Loan and Grant agreement is scheduled for Council consideration in July 2018, simultaneously with this budget request. Funding approval will allow for this project to begin by the targeted timeframe of August 2018.

### 3a. Options / Advantages:

The EDI Board and County Council previously determined that this project meets the objectives of the EDI Program project guidelines.

### 3b. Cost savings:

N/A

### 4a. Outcomes:

Project completion is estimated to be late 2018, early 2019.

### 4b. Measures:

Final project report and budget summary.

### 5a. Other Departments/Agencies:

PUD#1 of Whatcom County

City of Ferndale - current water system improved

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

Stephan Jilk, General Manager of PUD#1, will oversee this project

### 6. Funding Source:

Public Utilities Improvement Fund

Friday, June 22, 2018

Rpt: Rpt Suppl Regular

# WHATCOM COUNTY COUNCIL AGENDA BILL

NO. AB2018-218

CLEARANCES	Initial	Date	Date Received in Council Office	Agenda Date	Assigned to:
Originator:	JT	6/29/18	<div style="text-align: center;"> <p>RECEIVED</p> <p>JUL 17 2018</p> <p>WHATCOM COUNTY COUNCIL</p> </div>	7/24/18	Finance/Council
Division Head:					
Dept. Head:	RD	7/2/18			
Prosecutor:	LH	7-6-18			
Purchasing/Budget:	BB	7/6/18			
Executive:	TL	7.16.18			

## TITLE OF DOCUMENT:

Contract between Whatcom County and Washington State Department of Children, Youth and Families

## ATTACHMENTS:

1. Memo to County Executive
2. Contract Information Sheet
3. 2 Originals of Contract

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.)

The purpose of this agreement is to provide high quality home visiting services to high risk families using the Nurse Family Partnership program model for purposes of improving outcomes for participants and strengthening coordination of services.

## 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**

**RECEIVED**

JUL 06 2018

**TO:** Jack Louws, County Executive

**FROM:** *RAD*  
Regina A. Delahunt, Director

**JACK LOUWS  
COUNTY EXECUTIVE**

**RE:** Washington State Department of Children, Youth and Families – Contract  
Amendment #1

**DATE:** July 3, 2018

---

Enclosed are two (2) originals of an Interlocal Agreement between Whatcom County and Washington State Department of Children, Youth and Families (DCYF) for your review and signature.

▪ **Background and Purpose**

In December of 2012, the Whatcom County Health Department began implementing the Nurse-Family Partnership program. The program is a nationally-recognized home visiting program focused on supporting low-income first-time mothers during pregnancy until the first child is two years of age. The Nurse-Family Partnership program is at the forefront of community health programs because the evidence-base of positive outcomes for children and families is so strong. The program matches each family with a nurse who provides ongoing support to the family focusing on health, child development, goal-setting and family self-sufficiency.

▪ **Funding Amount and Source**

This amendment extends the period of performance through June of 2019 and adds \$348,075.58 in funding for a total contract amount of \$683,601.39 over two years. Funding is provided by the Home Visiting Services Account (HVSA) established in RCW 43.215.130 and is administered by DCYF. Currently, approximately 50% of our total program is funded by the HVSA. These funds are included in the 2018 budget. Council approval is required per RCW 39.34.030(2) for agreements between public agencies.

Please contact Judy Ziels at extension #6130 if you have any questions regarding this agreement.

Encl.









DEL Contract Number: 18-1054-01  
 Contractor Contract Number:  
 Title: Home Visiting Services Account:  
 Nurse Family Partnership (NFP)

## INTERLOCAL AGREEMENT AMENDMENT #1 TO CONTRACT #18-1054-01

WHATCOM COUNTY  
 CONTRACT NO.  
 201707022-1

Contract Number 18-1054-01, by and between the Department of Early Learning, (hereinafter referred to as "DEL") and Whatcom County, a Municipal Subdivision, doing business as Whatcom County Health Department, (hereinafter referred to as "Contractor"), is amended effective July 1, 2018 through July 31, 2019 as follows:

The Contractor hereby acknowledges that effective July 1, 2018, all of DEL will by operation of law (RCW 43.216.905) become part of the Department of Children, Youth, and Families (DCYF) and this Contract will be thereby assigned to DCYF with no further notice requirement by DCYF. All references to DEL in this Contract shall be considered, effective July 1, 2018, references to DCYF.

### CONTRACTOR BUSINESS ADDRESS CONTRACTOR CONTRACT MANAGER

Whatcom County  
 509 Girard St  
 Bellingham WA 98225  
 TIN: 91-6001383  
 UBI: 600-358-208

Judy Ziels  
 jziels@co.whatcom.wa.us  
 Phone: (360) 778-6130

### DEL ADDRESS

Department of Early Learning  
 PO Box 40970  
 Olympia WA 98504-0970

### DEL PROGRAM CONTRACT MANAGER

Ivon Urquilla  
 Prevention Services Program Specialist  
 ivon.urquilla@del.wa.gov  
 Phone: (360) 725-4695

### AMENDMENT PURPOSE

The purpose of this amendment is to extend the period of performance through June 30, 2019, to add funding for fiscal year 2019, and to revise Exhibit A, Statement of Work; Exhibit B, Budget; and Exhibit D, Deliverables Schedule; and make changes to attachments.

### SECTIONS CHANGED

Exhibit A, Statement of Work, is replaced in full, Exhibit B, Budget, has been revised, and Exhibit D, Deliverables Schedule has been revised to reflect the upcoming fiscal year.

The following attachments have been superceded in full: Attachment 3, Contract Monitoring, Compliance and Non Compliance; Attachment 4, Data Collection, Reporting, and Aligned Measures; Attachment 5 CQI, Attachment 6, Monthly Enrollment Data Report, and Attachment 7 Quarterly Progress Report.

**Amendment Effective Date:** July 1, 2018

#### Amended Contract Dates:

**Contract Start Date:** July 1, 2017

**Previous End Date:** July 31, 2018

**Amended End Date:** July 31, 2019

**Amended Contract Maximum:** \$683,601.39

	Previous	Change	New Total
<b>State Funds:</b>	\$335,525.81	\$348,075.58	\$683,601.39

### EXHIBITS AND ATTACHMENTS

Exhibit A, Statement of Work, is hereby revised and replaced with Amended Exhibit A Statement of Work Amendment 1 attached and incorporated herein as though set forth in full.

Exhibit B, Budget, is hereby revised and replaced with Amended Exhibit B Budget Amendment 1 attached and incorporated herein as though set forth in full.

Exhibit D, Deliverables, Statement of Work is hereby revised and replaced with Amended Exhibit D, Deliverables, Amendment 1 attached and incorporated herein as though set forth in full.

Attachment 3, Contract Monitoring, Compliance and Non-Compliance is revised and replaced with Amended Attachment 3 Amendment 1 HVSA19 Att3 Contract Compliance attached and incorporated herein as though set forth in full.

Attachment 4, Data Collection Reporting Align Meas is revised and replaced with Amended Attachment 4 Amendment 1 HVSA19 Att4 Data Collection Reporting Align Meas NFP, MIECHV not TANF, attached and incorporated herein as though set forth in full.

Attachment 5, Continuous Quality Improvement is revised and replaced with Amended Attachment 5 Amendment 1 HVSA19 Att5 Continuous Quality Improvement attached and incorporated herein as though set forth in full.

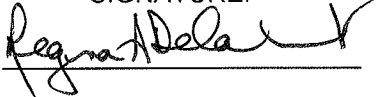
Attachment 6, Monthly Enrollment Data Report is revised and replaced with Amended Attachment 6 Amendment 1 HVSA19 Att6 Monthly Enrollment Data Report attached and incorporated herein as though set forth in full.

Attachment 7, Quarterly Progress Report is revised and replaced with Amended Attachment 7 HVSA19 Att7 Quarterly Report Template, attached and incorporated herein as though set forth in full.


**ALL OTHER TERMS AND CONDITIONS OF THIS CONTRACT REMAIN IN FULL FORCE AND EFFECT.**

## **SIGNATURES**

The parties signing below represent that they have read and understand this Contract, and have the authority to execute this Contract Amendment. This Contract Amendment shall be binding on the parties only upon signature by both of them.

	SIGNATURE:	PRINTED NAME AND TITLE:	DATE SIGNED:
CONTRACTOR:		<u>Regina A. Delahunt, Director</u>	<u>7/2/18</u>
DEL:	_____	_____ DEL Contract Administrator	_____

PROGRAM APPROVAL

  
Astrid Newell, Community Health Manager

7/2/18  
Date

WHATCOM COUNTY

\_\_\_\_\_  
JACK LOUWS  
County Executive

STATE OF WASHINGTON )

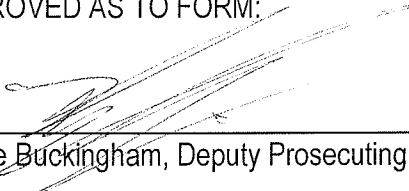
COUNTY OF WHATCOM )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, 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 Washington,  
residing at Bellingham.

My Commission expires: \_\_\_\_\_

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Royce Buckingham, Deputy Prosecuting Attorney

7-6-18  
Date

## **Amended Exhibit A - STATEMENT OF WORK Amendment #1**

---

- **DEFINITIONS.** The following terms, as used throughout this Contract, shall have the meanings set forth below:
  - **“Active Enrollment Caseload”** means those home visiting program participants who are enrolled in the home visiting program, have some enrollment time during the reporting period, and have participated in at least one (1) home visit within 90 days of the end of the reporting period. The home visiting program participant may have entered or exited services within that reporting period.
  - **“Administrative Supervision”** means supervision provided to staff involving adhering to and implementing agency policy and procedures, paperwork, data collection, report writing, coordinating, monitoring productivity, and evaluating performance.
  - **At-Risk Community** means a community for which indicators of risk are present in greater proportion than in Washington as a whole according to the statewide Home Visiting Needs Assessment.
  - **“At-Risk Family”** means families residing in at-risk communities and determining the priority populations from which participants are recruited.
  - **“Benchmarks”** means the federally or state required performance measures that will be measured and reported on through this Contract.
  - **“Clinical Supervision”** means regular supervision of staff involving program methods and models, fidelity, curriculum, screening tools and procedures, case reviews, goal setting with families, reviewing and evaluating client progress, teaching, and providing guidance and advice.
  - **“Confidential Information”** means information that is protected from public disclosure by law. There are many state and federal laws that make different kinds of information confidential. In Washington State, the two most common are the Public Records Act RCW 42.56, and the Healthcare Information Act, RCW 70.02. This includes names; postal address information (other than town or city, state and zip code); telephone numbers, fax numbers, e-mail addresses; social security numbers; medical record numbers; health plan beneficiary numbers; account numbers; certificate/license numbers; vehicle identifiers and serial numbers, including license plate numbers; device identifiers and serial numbers; web universal resource locators (URLs); internet protocol (IP) address numbers; biometric identifiers, including finger and voice prints; and full face photographic images and any comparable images.
  - **“Continuous Quality Improvement (CQI)”** means a systematic approach to specifying the processes and outcomes of a program or set of practices through regular data collection and the application of changes that may lead to improvements in outcomes, process, and performance.
  - **“DCYF ”** means the Department of Children, Youth and Families.
  - **“De-identified Data”** means health information that does not identify an individual and that there is no reasonable basis to believe that the information can be used to identify an individual, as specified in 45 C.F.R. § 164.514(e)(1).
  - **“DEL”** means Department of Early Learning.



- **"Deliverable"** means the delivery of home visiting services and/or a tangible work product resulting from this contract which is to be documented, described, reported and/or provided to DEL/DCYF in the form and manner required by this contract.
- **"DOH"** means the Department of Health.
- **"DSA"** means Data Sharing Agreement.
- **"Efforts To Outcomes (ETO)"** means the data collection system for the national Nurse Family Partnership Program.
- **"Enhancements or Adaptations to home visiting model"** means adaptations to programs including changes to the model that have not been tested with rigorous impact research but are determined by the Model Developer not to alter the core components related to program impacts.
- **"Enrollment"** means a family is considered to be enrolled in a home visiting program as of the date of the first home visit during which the participant voluntarily consents to participate and signs a written participant agreement. All services must be voluntary.
- **"Evidence-based Home Visiting Models"** means home visiting models meeting specific evidence standards as outlined and approved by the federal Health Resources and Services Administration's (HRSA) MIECHV program and selected by local implementing agencies for funding through the HVSA.
- **"FERPA"** means "Family Educational Rights and Privacy Act" that protects the privacy of student education records, with regulations found at 34 CFR Part 99.
- **"HIPAA Rules"** means the "Health Insurance Portability and Accountability Act Rules" and includes the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R., Part 160 and Part 164.
- **"HRSA"** means the United States Department of Health and Human Services: Health Resources and Services Administration.
- **"HV"** means home visiting.
- **"HVSA"** means the Home Visiting Services Account established in RCW 43.215.130.
- **"HVSA Aligned Measures"** means those performance measures described in Attachment 4 of this Contract.
- **"Implementation HUB"** means the central administration of Implementation Science-informed supports, training, coaching, and technical assistance for home visiting services in Washington State as provided by Thrive Washington. "Implementation Hub" is also known as 'The HUB.'
- **"Implementation Science" (IS)** means, a framework to promote the full and effective use of evidence-based programs and evidence-informed innovations so that outcomes shown in research are achieved and sustained.
- **"Local Implementing Agency (LIA)"** means local agency funded through the HVSA contract that provides direct home visiting services and tasked with establishing the local infrastructure necessary for successful implementation and provision of the selected evidence-based HV research based or promising practices home visiting models.
- **"Maximum Service Capacity"** means the highest number of families or households that could potentially be enrolled in the Contractor's home visiting program at any point in time if the program were operating with a full staff, as described in Section 4.1, and at full enrollment, as set forth in section 6.3.
- **"Memorandum of Understanding (MOU)"** means an agreement, between Contractor and partners, organizations, individuals, agencies and/or other entities in the local service area to provide wraparound services, additional resources, in-kind services, and/or use of facilities to Contractor in order to best meet the goals of the Local HVSA Program. MOUs will serve to leverage community resources and address the existing service gaps and needs of participants and promote successful implementation and operation of the Local HVSA Program.

- **“Model Developer”** means an entity or its designee responsible for the development of an identified evidence-based HV model for defining and monitoring fidelity to the model.
- **“NFP”** means the Nurse-Family Partnership home visiting model. Nurse-Family Partnership (NFP), considered an evidence-based model for the purposes of this contract. Nurse Family Partnership National Service Office, [www.nursefamilypartnership.org](http://www.nursefamilypartnership.org).
- **“Penelope”** means the data collection system to be used by the national Nurse Family Partnership program, replacing Efforts to Outcomes in 2018.
- **“Priority Populations”** means the populations from which clients who receiving home visiting services through this Contract are recruited, defined in Section 5.2 of this Contract.
- **“Promising Practices Home Visiting Models”** means home visiting models approved by Washington State HVSA that have demonstrated impacts through evaluation results and selected by local implementing agencies for implementation through the HVSA. This definition includes a program or practice model that is based on statistical analysis or a well-established theory of change, shows potential for meeting the ‘evidence-based’ or ‘research-based’ criteria, which could include the use of a program that is evidence-based for outcomes other than the alternative use, but does not meet the evidence-based standards for Maternal, Infant and Early Childhood Home Visiting program funding.
- **“Reflective Supervision (RS)”** means a distinctive form of competency-based professional development provided to multidisciplinary early childhood home visitors that emphasizes relationship development between home visitor and supervisor, between home visitor and parent, and between parent and infant/toddler. Reflective supervision attends to the emotional content of the work and how reactions to the content affect the work.
- **“Service Area”** means the geographical area defined by geographic boundaries where the priority populations reside or where a specific group of eligible participants will be served by Contractor.
- **“State Model Lead”** means the HV program model representative that provides contractors with HV services, supports and TTA in coordination with the Implementation HUB.
- **“TANF”** means Temporary Assistance for Needy Families administered through the Department of Social and Health Services (DSHS).
- **“Thrive Washington”** means the private partner identified in RCW 43.215.130 that is responsible for supporting the HVSA account by providing TTA through the Implementation Hub to LIAs.
- **“TTA”** means Training and Technical Assistance and may include coaching and consultation activities.
- **“WorkFirst”** means the program for TANF families who are required to participate in certain work-related activities.

- **Background**

- The Home Visiting Service Account (HVSA) is a legislatively mandated private- public partnership (RCW 43.215.130) that funds high quality home visiting programs so that:
  - Children are healthier and better prepared for school
  - Parent-child bonds are stronger
  - Abuse and neglect are less likely
- The HVSA prioritizes funding towards meeting the needs of Washington’s diverse populations, particularly those families and communities demonstrating the highest needs.
- Ultimately, the HVSA is working to ensure that home visiting services are embedded in and contribute towards comprehensive, high quality early childhood systems so that families have access to high quality information, services and supports prenatally through Kindergarten entry.

- Programs funded through the HVSA and administered by DEL/DCYF aim to improve the health and well-being of at-risk families understanding there are windows of opportunity to influence family and child development that occur in the context of community and society. Contractor shall implement the HVSA-approved home visiting model with the intent of improving outcomes for participants and strengthening coordination of services.

## ● Model Fidelity

- The Contractor shall maintain fidelity to the NFP program model as defined as ongoing adherence to specified criteria and components described by the NFP Model Developer. For home visiting programs that are not evidence based, the promising practices Contractor will work with a DCYF-authorized provider of technical assistance to adhere to model fidelity indicators established in prior contracts throughout the term of this contract.
  - National Model Standing: Contractor will ensure adherence to NFP program model standards for the duration of this contract, as indicated through a written letter with certification of good standing status and/or active, ready to implement status from the NFP national organization for evidenced based programs. The letter shall be delivered to DEL with the Quarter 2 Progress Report.
  - Contractor must obtain prior written approval by the model developer and DEL/DCYF before implementing enhancements or adaptations to the home visiting model.
- If Contractor subcontracts for delivery of home visiting services, then the subcontract must receive prior approval from DEL/DCYF and the subcontractor must comply with all sections of this Scope of Work.

## ● Staffing, Supervision and Training

- Staffing Level:  
Contractor shall maintain staffing levels sufficient to comply with the home visiting program model to meet required goals and objectives through adherence to the staffing plan outlined as follows:

Staffing Plan by Position Type	a. i502 State Funds	b. General State Funds	c. HVSA Total
Home Visitor FTE Total	2.10		2.10
HV Supervisors FTE Total -- <i>time delivering home visiting services, if applicable</i>			
Supervisor FTE Total -- <i>time dedicated to supervision</i>			
Admin Support Staff FTE Total			
Data Support Staff FTE Total			
Management Staff FTE Total			
Additional Direct Service Staff FTE Total			
Other Staff (Lummi Family Advocate)	.30		.30

- Home Visiting Supervisor and Home Visitor Qualifications:  
Contractor shall comply with the NFP home visitor supervisor and staffing qualification requirements throughout the term of this contract. If there are no model requirements, the Contractor shall work with the DCYF-authorized provider of technical assistance, Thrive Washington, to establish qualifications. The definitions shall be included with the model fidelity letter submitted by the Contractor as described in Section 3.1.1. The Contractor shall adhere to these definitions of home visitor supervisor and staffing qualifications throughout the entire term of this contract.
- Sub-Contracting: With prior approval from DEL/DCYF, Contractor may hire directly or subcontract with clinical staff, other support staff, or consultants to provide topic-specific expertise or clinical support to home visiting staff. If Contractor hires clinical staff or contracts out for other support services, Contractor will be required to adhere to model requirements and provide periodic updates on the activities carried out by the clinical staff, consultant, and/or subcontract.

- Background Checks:  
The Contractor shall conduct reference and background checks on home visiting staff prior to allowing home visiting staff to perform work pursuant to this contract. Reference and background check information for each employee shall be retained in the employee's personnel files.
- Supervision of Home Visitors:  
Contractor shall comply with the supervision requirements of NFP program model as follows:
  - Supervision Ratios: Contractor shall comply with program model requirements for the ratio of supervisors to home visitors throughout the term of this contract. If no model requirements exist, Contractor shall comply with requirements established with the DCYF-authorized technical assistance provider throughout the term of this contract.
  - Supervision Schedule Hours: Contractor shall comply with the following supervision schedule:
    - A minimum of two (2) hours per month of individual reflective supervision for each home visitor working .5 FTE or more; and
    - A minimum of one (1) hour per month of group supervision, case conferencing, or staff meetings for all home visitors;
    - A minimum of one (1) hour per month for each home visitor working 0.5 FTE of administrative and clinical supervision;
    - The parties may agree in writing to an alternative supervision schedule.
- Staff Training and Ongoing Professional Development:
  - The Contractor shall require that all home visitor and supervisor staff adhere to the training requirements, professional development, and continuing education requirements established by the model developer and DCYF. Training requirements for home visitors, supervisors, and home visiting coordinators shall include, but not be limited to the following:
    - New and ongoing model training,
    - Ongoing professional development and continuing education required by the NFP model,
    - Training required by the DEL/DCYF on data collection methods, Continuous Quality Improvement, and other topics, which may include the NEAR@Home Toolkit, Facilitating Attuned Interactions, and other topics to be determined.
  - Upon request, the Contractor shall deliver to DEL/DCYF documentation pertaining to all staff training, professional development, and continuing education described in this Section.
- HVSA Orientations and Meetings:  
Contractor shall attend and participate in statewide HVSA All Program Meetings conducted in Washington State. Required attendance shall include, at a minimum, at least one of the Contractor's lead staff persons or the home visiting program manager. Attendance at the HVSA Statewide meetings shall include, but not be limited to, the following:
  - The DEL/DCYF Orientation Webinar to occur in the first quarter of the contract period on a date to be determined.
  - At least two (2) full-day Semi-Annual Statewide Meetings held in Washington State in the greater Seattle/Tacoma area on dates to be determined;
  - At least three (3) NFP Supervisor Meetings in locations and on dates to be determined;
- Staff Retention Practices:  
To ensure continuity of high quality service delivery, the Contractor shall develop and implement policies and practices to recruit and retain qualified staff in the home visitor and supervisor positions.
- Staffing Vacancy Plans:  
To avoid service disruption in the event of a short- or long-term staffing vacancy, the Contractor shall establish and implement vacancy plans to fill vacant home visitor and supervisor positions to ensure continuity of home visiting services, minimal client turnover, and adequate supervision.

- **Service Area and Recruitment of Priority Populations**

- **Service Area:**

Contractor agrees to deliver home visiting services to priority populations, defined in Section 5.2, who reside in the following counties or sub-county areas:

- Whatcom County

- **Priority Population:**

Contractor shall sustain internal practices to serve, from among the HVSA Priority Populations. Priority Populations are defined as eligible participants with two or more of the following characteristics:

- Families with children, prenatal to age three years
- Demographic Characteristics:
  - American Indian/Alaskan Native Non-Hispanic
  - Poverty/Low Income
  - Teen Parents
  - Non-English Speaking or Recent Immigrant
  - Enrolled in WorkFirst/TANF
- Adverse Experiences
  - Prior Child Welfare System Involvement
  - Intimate Partner Violence
  - Familial History or current experience with Substance Use, including Tobacco
  - Parent Mental Illness
  - Current and Previously Incarcerated Parents
  - Homeless/Unstable Housing
- Other Characteristics
  - Parents with Low Educational Attainment
  - Parents with Disabilities
  - Families currently or formerly in the Military
  - Children with Disabilities, especially those not linked with early intervention services

- The Contractor shall prioritize enrollment for participants from the following population groups:

- At least 12 families from the Lummi Tribal Nation

- **Outreach Efforts:**

- The Contractor shall create and implement an outreach plan to reach families to be served from among the priority populations.
- The Contractor shall document outreach efforts and referral sources for potential and enrolled participant including those who decline services.
- The Contractor shall record outreach and referral sources in the NFP data system - ETO/Penelope.
- Contractor shall assess the degree to which outreach efforts are successful in reaching target populations.
- Contractor shall provide to DEL/DCYF in its quarterly reports description of barriers to reaching the intended populations. Any proposals to adapt the priority population shall be supported by community data and approved by DCYF.



- **Participant Enrollment, Retention, and Caseload Maintenance**

- Plan for Recruitment of Participants: Contractor shall document and implement a comprehensive plan for participant recruitment, engagement, and retention aligned with the NFP program model to ensure ongoing enrollment of priority populations as described in section 5.
- Voluntary Services: The Contractor shall implement program policies and procedures to ensure home visiting services are provided to program participants on a voluntary basis. For every participant enrolled, Contractor must obtain a consent form to participate indicating that expectant parents, parents, or caregivers agree to voluntarily enroll in Contractor's home visiting services. Consent forms or participant agreements must explicitly state that home visiting services are voluntary, and the consent must be signed and dated by the participant upon enrollment. Consent forms must be maintained in the participant file in paper or electronic form. Consent forms should be written in plain language and be available in multiple languages. When potential participants have barriers with literacy, the consent should be explained in the participant's primary language, which may require interpretation. When interpretation is utilized, signatures should be obtained on the consent form from the interpreter. Sample consent form(s) are available at on the home visiting page of the DEL/DCYF web site.
- Active Caseload Threshold: Contractor shall build and maintain an active participant caseload in accordance with NFP model requirements. Throughout the entire term of this contract, Contractor shall aim to serve an active Maximum Service Capacity of 52 families and maintain a minimum Active Enrollment Caseload of 85% of those families, or 44 families.
  - Contractor's Minimum Active Enrollment Caseload will be calculated each quarter using the number of families actively enrolled during the quarter divided by the total number of Maximum Service Capacity.
  - DEL/DCYF will initiate the improvement process outlined in Attachment 3 Contract Monitoring, Compliance and Non-Compliance if the Contractor's Active Enrollment Caseload falls below 85% of the Maximum Service Capacity.
- Policies and Procedures for Participant Enrollment, Disenrollment, Re-Enrollment, and Transfer: Contractor shall develop, maintain, and implement written policies and procedures that are consistent with and in alignment with NFP model fidelity. The written policies and procedures shall include, but not be limited to, the following:
  - Enrollment and Disenrollment: A description of the timeline and process for dis-enrolling families upon graduation as well as what measures are taken and the timeline when contact with a family is lost. If the program model allows for an alternative visit schedule, the Contractor must have documented procedures for how alternative visit schedules are determined and approved.
  - Re-enrollment: A description of the process for responding to families who reapply for program participation to allow for re-enrollment in the program. Procedures should include an assessment of prior home visiting program participation, and upon re-enrolling, programs will have a system for determining if/how re-enrollment impacts timelines for program curriculum, assessment, and services as well as how families are re-oriented to the home visiting program. Programs should allow for re-enrolling families when eligible by model and when appropriate.
  - Avoiding Dual Enrollment: A description of the processes to assess a family's prior and current participation in home visiting services upon application for enrollment. If a family is currently enrolled in an another HVSA funded program or model, in dialogue with the family, the Contractor's staff shall determine which program is most appropriate to meet the family's circumstances and the family will remain in the previous program or be seamlessly transitioned into the new program. It is the intent of the parties that if the family is meeting participation expectations in the originally enrolled program, enrollment should be maintained in the original program. When there is a clinical need or planned service transition for dual enrollment, Contractor will document this need in the client file and the plan for coordination of services. Contractor will develop and implement policies and procedures to seamlessly transfer enrolled families to alternate home visiting models if it best meets the interests and needs of the family and considers risks to disrupting an existing positive relationship between home visitor and family. When there are multiple HVSA funded contracted programs or models in the same service area, it is recommended that the Contractor develop a formal

agreement with each program, such as a Memorandum of Understanding, to describe how the organizations will coordinate recruitment and enrollment of home visiting services.

- **Home Visits Frequency and Content**

- Frequency of Home Visits: The number of home visits delivered to family participants shall be based on the NFP program model requirements. If there are no model requirements, the Contractor shall develop with Thrive Washington a definition of "frequency". The Contractor shall provide DEL/DCYF a written definition of "frequency" after such definition has been developed. The definition shall be included with the materials submitted as part of the model fidelity letter submitted by the Contractor as described in Section 3.1.
  - As described in Attachment 4 the Contractor shall work towards adhering to the NFP model expected dosage; for 60% or more of the total enrolled families in the program, the Contractor shall complete 80% of the model expected home visits.
- Assessments, Service Content, and Referrals: The Contractor shall administer individualized assessments of participant families, and offer services in accordance with those assessments, family strengths and needs, and in compliance with the NFP model requirements.
  - Screenings: The Contractor shall administer screenings with the frequency consistent with fidelity to the NFP program model requirements, the HVSA Aligned Measures.
  - Referrals: The Contractor shall refer participants to services needed as identified by individual assessments and document referrals and results of referrals in the participants' files.

- **Systems Connections**

- Local Engagement and Collective Impact: The Contractor shall participate in local and early learning regional coalitions (ELRCs) and other initiatives to support, coordinate and build connections among local early childhood partners, early intervention, Early Supports for Infants and Toddlers, child welfare, economic support services and Community Prevention and Wellness Initiative. DEL/DCYF recommends Contractor develop Memoranda of Understanding with the Early Supports for Infants and Toddlers (ESIT) program, early intervention service providers, Early Childhood Education and Assistance Program, child welfare services, other non-HVSA home visiting programs and early learning providers within the service area. The intended purpose of the MOUs is to describe the role of each partner in service coordination, referrals, information sharing, and family transitions.

- **Data Collection and Evaluation Requirements**

- **Evaluation Purpose and Overview:** The parties understand and agree that the HVSA data collection and evaluation requirements are designed to (1) inform the various stakeholders of home visiting in Washington State, (2) provide an understanding for how home visiting programs are working in Washington, and (3) describe how home visiting programs contribute to an early learning system that ensures all children start life with a solid foundation for success. The HVSA also reports to federal, state, and private funders the impacts of their investments.
  - While DEL/DCYF is the administrator of the HVSA, DEL/DCYF contracts with the Department of Health (DOH) to lead data collection, management, data sharing, quality assurance, reporting to support program quality and continuous quality improvement and overall HVSA evaluation efforts. DOH is the DCYF-specified contractor for data management and reporting.
- Data Collection: The Contractor shall collect data from all families, adults, and children enrolled in the home visiting program as described in this Section (Section 9). Such data collection shall comply with requirements set forth by the NFP model, DEL/DCYF and the HVSA as described in Attachment 4 Data Collection, Reporting and HVSA Aligned Measures and outlined below:
  - Performance Measures, defined in Attachment 4:
    - System and Program Performance Indicators;
    - Enrollment and Service Utilization;
    - Demographic Information; and
    - Performance Payment Measures.

- Upon notification by DCYF, compliance with any changes in data collection expectations as required of DEL/DCYF from federal or state funding sources.
- Data Management: The Contractor shall collect and input the home visiting data described in this Section 9 into the NFP – ETO/Penelope data collection system. The data shall be stored, maintained, and protected as described in Section 7 of Exhibit C General Terms and Conditions of this Contract.
- Data Accuracy: The Contractor shall ensure that data collected represent accurately the experience of the home visiting participants, including the required screenings and assessments administered as designed. This includes assigning all clients a funding code as designated by DOH (see Section 9.6 for data sharing requirements).
- Timely Data Collection: The Contractor shall comply with data collection timelines and the Performance Measures requirements described in Attachment 4. Data shall be entered into the NFP data collection system within five (5) business days of data collection.
- Data Sharing: The Contractor, and all subcontractors delivering direct home visiting services, must share with DCYF's contractor of record, DOH, the data necessary to meet data collection requirements specified in Section 9.2.
  - Data Sharing Agreement (DSA):  
The Contractor, and all subcontractors delivering direct home visiting services, shall maintain an executed data sharing agreement with DOH to share confidential information, outreach, referral, enrollment, service utilization, program performance and staffing data as described in Section 9.2 to be effective throughout the term of the contract. The Contractor shall maintain documentation of execution of the data sharing agreement with DOH and submit any revisions to DEL/DCYF and written notice to the NFP NSO within 30 days.
  - Parental Consent: With consultation and support from DEL/DCYF and DOH, the Contractor will make every effort to seek Parental Consent to share Confidential Information with DOH throughout the entire term of the Contract; the Contractor shall seek this consent from all newly enrolled participants within the first three home visits. Sample consent form(s) are available on the Home Visiting page at DCYF.wa.gov.
    - Participants who do not provide consent to share confidential information remain eligible to receive home visiting services.
    - The Contractor shall share with DOH the consent status according to the process outlined in Attachment 4 no less than quarterly via Secure File Transfer (SFT).
- Quality Assurance: The Contractor shall ensure that data provided to DOH is complete and accurate by using DOH Quality Assurance Reports of the Contractor's data completion to make corrections to data.
  - The Contractor shall respond within 10 business days of any request from DOH to resolve any errors or missing information for all data required in section 9.2.
  - The Contractor shall strive for less than five percent missing data of all data required in Section 9.2.
  - The Contractor shall review data reports prepared by DOH to facilitate reflection, quality assurance and program improvement efforts.
- Evaluation: The Contractor shall participate in and cooperate with HVSA, DEL/DCYF and DCYF-specified evaluations. This shall include responding to emerging and non-routine data and evaluation requests from HVSA funders and working with DEL/DCYF specified contractors. Evaluation activities shall include, but are not limited to, the following:
  - Interviews, focus groups, observations and surveys.
  - The Maternal, Infant Home Visiting Program Evaluation (MIHOPE), the Home Visiting Workforce Study and the evaluation required by the MIECHV Innovation Grant, which focuses on recruiting and retaining a high quality home visiting workforce and includes working with DEL/DCYF specified contractors, including but not limited to Portland State University and other vendors.
  - Completion of all documentation required by the research projects within the timeframes presented.

- Training and Technical Assistance on Data Collection and Evaluation: The Contractor shall participate in and cooperate with training and technical assistance related to the topics listed below. Such participation shall include in-person and remote meetings, staff training, technical assistance opportunities, and reviews of data, reports and organizational policies and procedures. DOH may support the Contractor in working towards and achieving contract milestones on topics including, but not limited to, the following:
  - Data collection;
  - Data sharing;
  - Reporting process;
  - Analysis and interpretation of data;
  - Quality assurance.
- **Continuous Quality Improvement (CQI)**
  - **Purpose:** The purpose of Continuous Quality Improvement (CQI) is to strengthen practice and improve outcomes for families engaged in home visiting services. CQI activities will be designed around home visiting teams' practices, utilize program data, and improve the program's quality and outcomes over time. CQI is prospective and inherently encourages testing new strategies that may not always produce desired results. Building CQI into regular practice may require the Contractor to assess overall organizational culture for quality. DEL/DCYF will not monitor the Contractor for CQI outcomes but rather for progress on implementing the CQI Team and Projects as outlined in this Section 10.
  - Training and Technical Assistance: The Contractor shall participate in ongoing training and technical assistance associated with CQI including quarterly phone calls and topic specific group calls during each project period. DCYF-specified contractors providing this training and technical assistance include Thrive and DOH who will also support the Contractor on development measures, quarterly data reports for the selected CQI measures, and CQI Toolkit for use in implementing the CQI Projects.
  - CQI Projects: The Contractor shall develop and implement at least two (2) CQI Projects during this contract term. The CQI Project periods are (1) July 1, 2018 through December 31, 2018 and (2) January 1, 2019 through June 30, 2019. Each CQI Project shall include the following:
    - CQI Team—The Contractor shall establish an internal CQI staff team to oversee, support, and implement CQI activities to assess program processes and outcomes; the CQI Team membership may change depending upon the focus of the CQI Project.
    - CQI Charter and Plan—At a minimum, the Contractor shall define and implement the project SMART Aim, CQI Team Members, and the initial project plan, as defined in Attachment 5 and available on the Home Visiting page at DCYF.wa.gov.
      - The Contractor shall submit CQI Charter and Project Plan for Project #1 no later than August 20, 2018 and for Project #2 no later than February 20, 2019 using the template described in Attachment 5 Continuous Quality Improvement and available on the Home Visiting page at DCYF.wa.gov.
    - Improvement Cycles— The Contractor shall implement at least two (2) Plan, Do, Study, Act (PDSA) cycles each project period.
    - CQI Topics—The Contractor shall utilize one of the following four topics for each CQI Project, unless otherwise approved by DCYF:
      - Maternal Depression Screening—completion of screening, referral and connection to appropriate services;
      - Intimate Partner Violence Screening—completion of screening, referral and/or connection to appropriate services;
      - Family Engagement—increasing length of participation or frequency of completed visits;
      - Child Developmental Screening—completion of screening using a validated tool, referral and connection to appropriate services;
      - Other Topic—To be approved by DCYF.
    - CQI Project Summary and Reflection— The Contractor shall report on project completion, changes tested, and reflect on lessons learned, as described in Attachment 5 and available

on the Home Visiting page at DCYF.wa.gov. The reports shall be submitted to DEL/DCYF as an attachment to the Quarterly Progress Reports due on or before the dates described below in Section 14; DEL/DCYF will share these reports with DOH and Thrive for review and feedback during the quarterly CQI calls.

- The Contractor shall submit the CQI Project 1 PDSA Report no later than October 20, 2018 with the Quarter 1 Progress Report.
- The Contractor shall submit the CQI Project 1 Summary and Reflection no later than January 20, 2019 with the Quarter 2 Progress Report.
- The Contractor shall submit the CQI Project 2 PDSA Report no later than April 20, 2019 with the Quarter 3 Progress Report.
- The Contractor shall submit the CQI Project 2 Summary and Reflection no later than July 20, 2019 with the Quarter 4 Progress Report.

- **Technical Assistance**

- Technical Assistance (TA) is available to the Contractor to assist in maintaining model fidelity, implementing best practices, and assuring improving quality of home visiting service delivery. DEL/DCYF contracts with Thrive Washington (Thrive) to provide technical assistance for the HVSA. The Contractor shall work with DCYF's designated technical assistance provider for support in achieving contract milestones including, but not limited to, the following areas:
  - Program model fidelity as described by the NFP model developer and Section 3 of this Statement of Work;
  - Staff qualifications, and selection and onboarding of home visitors and supervisors;
  - Reflective supervision process;
  - Staff retention and vacancy planning;
  - Participant outreach, recruitment, enrollment and retention;
  - Model specific service delivery and case planning;
  - Leadership development and organizational support for home visiting model; and
  - CQI planning, implementation and analysis.
- Technical Assistance Plan: The Contractor shall work with the DCYF-specified contractor for technical assistance to complete a Self-Reflection Tool and develop a Technical Assistance Plan within the first three months of this Contract.
  - Technical Assistance and Coaching: The Contractor shall work with the DCYF-specified contractor for technical assistance to implement the Technical Assistance Plan throughout the duration of this Contract.
  - The Contractor shall participate in at least monthly one-hour Technical Assistance/Coaching calls and up to three (3) technical assistance site visits led by the DCYF-specified contractor for technical assistance.

- **Budget and Financial**

- Program-Funding Specific Budget: The Contractor understands and agrees that funds provided under this Contract, with the exception of Performance Payment Awards described in Section 12.6 below, shall be expended by June 30, 2019 as specifically itemized line by line in Exhibit B Budget. Any requests for shifts between categories (pay points of the budget) must receive prior written approval from DEL/DCYF, and transfers across expense categories (pay points of the budget) in excess of 10% of the total for each funding source will not be made without prior written approval from DEL/DCYF and require a contract amendment.
- Financial Management: The Contractor must maintain a financial management system with written policies and procedures ensuring strong internal controls. Written policies and procedures include, but are not limited to: accounts payable, payroll, procurements, subrecipients/subcontractors, and equipment inventory processes. The Contractor shall make such policies and procedures available to DEL/DCYF upon request.



- Supplantation: The Contractor shall ensure that HVSA funds received under this contract will be used to supplement and not supplant the amount of federal, state, and local funds otherwise expended for work performed under this Contract.
- Travel: The Contractor shall receive compensation only for lodging, per diem, and meal expenses at current state travel reimbursement rates and in accordance with the State of Washington Office of Financial Management Travel Regulations. Current rates for travel may be accessed at: <http://www.ofm.wa.gov/resources/travel.asp>. When the lowest available lodging rate exceeds the current state travel reimbursement rates, an exception may be made when pre-approved in writing by Contractor's fiscal authority, documented, and available for review. Travelers must be prudent when planning and conducting essential business travel, ensuring they select travel alternatives that are the most economical. Appropriate planning must take place to avoid unnecessary travel in the performance of work assignments, seeking alternatives such as teleconference calls, video and web collaboration, and conferencing. Contractor's travel policy is subject to review during ongoing or in-depth fiscal monitoring.
- Indirect Costs: The Contractor may either claim the indirect rate negotiated with its cognizant federal agency, also known as the federally approved cost allocation plan, or an indirect rate that does not exceed 10% of modified total direct costs.
  - If claiming the federally negotiated rate, the Contractor must supply, preferably via email, the documentation verifying the federally approved rate. The Contractor's indirect rate plan and procedure are subject to review during ongoing or in-depth fiscal monitoring.
  - The Contractor's indirect cost plan must comply with the CFR part 200.56.57 and 200.414 Certification of cost allocation plan or indirect (facilities & administrative (F&A)) cost rate proposal. The CFR can be found at the following link: [Electronic Code of Federal Regulations](#).
- Performance Payment Awards: During the term of this contract, the Contractor will receive an additional monetary award in accordance with the table in Section 12.6.6 for achievement of the Performance Milestones described in this Section.
  - DEL/DCYF will review data provided by the Contractor and DOH to confirm achievement of the milestones described in this Section prior to issuance of any Performance Payment Award.
  - Quarterly Home Visiting Enrollment Performance Milestone:  
DEL/DCYF will award the Contractor a Performance Payment Award upon the fulfillment of the following milestone:
    - The Contractor maintains an average Active Enrollment Caseload of 85% or greater of their Maximum Service Capacity during the quarter, as measured by the average of the number of families actively enrolled on the 15<sup>th</sup> of Month 1, Month 2 and Month 3 of the quarter divided by the Maximum Service Capacity (total number of possible families as defined in Section 6.3).
  - Quarterly Home Visiting Dosage Performance Milestone:  
DEL/DCYF will award the Contractor a Performance Payment Award upon the fulfillment of the following milestone:
    - Among at least 60% of the total enrolled families, the Contractor completes at least 80% of the expected number of home visits, using the HVSA Model Expected Dosage defined in Attachment 4.
  - Annual Depression Screening and Follow-up Performance Milestones:  
DEL/DCYF will award the Contractor a Performance Payment Award upon the fulfillment of either one or both of the following milestones:
    - Depression Screening Annual Performance Milestone:  
The Contractor's performance on HVSA Performance Measure 2 Depression Screening defined in Attachment 4: Contractor completion of a depression screening for a participating primary caregiver using an approved, validated tool within 90 calendar days postpartum (if enrolled prenatally) or 90 calendar days after enrollment (if enrolled postnatally).

DEL/DCYF will award \$20 for each screening using the above criteria, up to a maximum of \$1040 annually for this Performance Milestone, or the equivalent of \$20 multiplied by 100% of the Contractor's Maximum Service Capacity (as described in Section 6.3).

- Follow-Up to Positive Depression Screening Annual Performance Milestone:  
The Contractor's performance on appropriate follow-up to Depression Screening: Contractor follow-up with a referral to or connection with appropriate services for a participating primary caregiver who screened positive for depression using the criteria in Section 12.6.4.1 above.

DEL/DCYF will award the Contractor \$20 for each participant who received follow-up as defined above, up to a maximum of \$364 annually for this Performance Milestone, or the equivalent of \$20 multiplied by 35% of the Maximum Service Capacity of this Contract.

- After assessment and approval from DCYF, the Contractor may invoice for payment biannually for the enrollment and dosage performance milestones, defined in 12.6.2 and 12.6.3, respectively: performance in Quarters 1 and 2 to be invoiced following Quarter 2, and performance in Quarters 3 and 4 to be invoiced following Quarter 4. After assessment and approval from DCYF, the Contractor may invoice for payment annually for the caregiver depression screening and follow-up performance milestones, defined in 12.6.4; performance in Quarters 1 through 4 to be invoiced following Quarter 4.
- DEL/DCYF will allocate the performance awards according to tiers in the following table:  
Enrollment and Dosage Performance Awards will be based on performance level and the Contractor's Maximum Enrollment Capacity, as defined in Section 6.3 of this Contract; the Caregiver Depression Screening and Follow-Up Performance Awards will be based on the number of caregivers receiving the screening and/or follow-up.

Maximum Enrollment Capacity of Contractor (6.3)	Total Quarterly Award Enrollment Performance (12.6.2):		Total Quarterly Award Dosage Performance (12.6.3):		Award Per Caregiver Maternal Depression Screening/Follow-Up Performance (12.6.4):	
	85 to 89%	90% or more	60 to 69%	70% or more	Screening	Follow-Up
49 or fewer	\$250	\$500	\$250	\$500	\$20	\$20
Between 50 and 99	\$350	\$650	\$350	\$650	\$20	\$20
100 or more	\$450	\$800	\$450	\$800	\$20	\$20

- Contractor must use the funds received from these Performance Payment Awards towards advancing the goals of the home visiting program in this Contract.
- Financial Reporting and Documentation:
  - The Contractor shall submit at least monthly, but not more often than semi-monthly, a properly completed A-19 Voucher accompanied by the following documentation of the actual expenses incurred during that period:
    - Monthly or Semi-monthly Expense Summary by fund source (e.g. State) as produced by Contractor's accounting system and clearly detailing expenses incurred for each Pay Point in that period's A-19 Voucher;
    - Contractor's Monthly or Semi-monthly Payroll Summary by fund source (e.g. State) describing reimbursed hours for each staff person paid under the contract for that period; and
    - Documentation supporting all single expenses exceeding \$5,000 by fund source (e.g. State).
  - Payment shall be based upon approval of financial expenditures using the billing submission procedure outlined in this contract, with the total payment not to exceed what is set forth in Exhibit B Budget.

- In-Depth Financial Review: DEL/DCYF will conduct an annual in-depth financial review of the Contractor's expenditures charged to the Contract. In preparation for the Annual Site Visit, the Contractor shall provide to DEL/DCYF upon request the financial documents listed below. Based upon this review, if questions arise, DEL/DCYF may request additional data and documentation.
  - Contractor's most recent Annual Financial Audit, Single or Program-Specific Audit, as applicable
  - Contractor's most recently submitted IRS Form 990;
  - General Ledger activity detail of all expenditures allocated to this Contract incurred within the dates to be determined and in agreement with A-19 invoices submitted to DCYF. Detail will be defined by DEL/DCYF and will include indirect costs, accounts payable transactions, and time and effort transactions;
  - Contractor's Indirect Cost Allocation Plan or Indirect Cost Proposal, or Indirect Rate Agreement, whichever is applicable;
  - Chart of Accounts;
  - Other detailed supporting financial documentation upon request-such as employee time sheets, travel and major expense documentation-to be further defined by DCYF.

- **Publicity, Publication and Acknowledgements**

- DEL/DCYF may include information on this Contract in their periodic public reports and may make information about this Contract public at any time in their web pages and as part of press releases, public reports, speeches, newsletters, and other public documents related to the Contract or the HVSA. DEL/DCYF must comply with Washington State public disclosure law (Chapter 42.56 RCW) and with regulations set forth in HIPAA and FERPA.
  - If the Contractor wishes to issue a press release or public report announcing this Contract, or otherwise use DCYF's name or logo for purposes related to this Contract, the Contractor shall contact the DEL/DCYF Contract Manager, identified on page 1 of this Contract at least five (5) business days before the desired announcement or publication date to obtain prior approval.
  - For all press releases or public reports approved by DCYF, the Contractor shall include the name and logo of DEL/DCYF and that the project is funded by the State of Washington, Washington Department of Children Youth and Families and Home Visiting Services Account.

- **Contract Reporting, Monitoring, and Deliverables**

- Any mention of quarters one through four referenced in this document are defined as:
  - Quarter 1 – July 1, 2018 to September 30, 2018
  - Quarter 2 – October 1, 2018 to December 31, 2018
  - Quarter 3 – January 1, 2019 to March 31, 2019
  - Quarter 4 – April 1, 2019 to June 30, 2019
- Reporting: The Contractor shall submit program and expense reports, as well as perform all other requirements outlined in this Statement of Work, on or before the dates indicated in table 14.5 below. Due dates may be adjusted at the discretion and approval of the DEL/DCYF Contract Manager to accommodate the variable reporting structures associated with federal funding requirements. DEL/DCYF reserves the right to aggregate, disaggregate, analyze, reproduce, and/or disseminate the data provided in Program Reports, Financial Activity Reports, or any other reports submitted to DEL/DCYF with respect to the Contract.
  - While funding for this Contract ends June 30, 2019, deliverables describing services rendered in the months of the Contract term will be due no later than July 31, 2019 and will be submitted at no additional cost to DCYF.

- Monitoring: As described in Attachment 3 of this Contract, DEL/DCYF will monitor compliance with contract requirements, model standing, progress toward completion of deliverables, enrollment performance, and financial activity through review of submitted reports, meetings, phone calls and other communication with the Contractor.
  - The Contractor shall provide a right of access to its facilities to DCYF, personnel authorized by DCYF, or to any other authorized agent or official of the State of Washington or the federal government at all reasonable times in order to monitor and evaluate performance, compliance, and/or quality assurance under this Contract. DEL/DCYF will work with Contractor to determine a mutually acceptable date.
  - Monitoring activities may include, but not be limited to: site visits to review records, observe implementation of services, or follow up on compliance issues.
  - If DEL/DCYF (a) encounters non-compliance with the terms outlined in this Contract on the part of Contractor, or (b) is not satisfied, in its sole discretion, with the quality of Contractor's work, DEL/DCYF will make a reasonable attempt to assist Contractor with technical assistance to resolve issues that impede quality and compliance. In the event that compliance and/or quality issues are not resolved through standard technical assistance, Contractor will be engaged in corrective action through Implementation Improvement processes, as outlined in Attachment 3. Any program with prior compliance or improvement issues, including Implementation Improvement Status and Implementation Improvement Plans, shall continue until resolved and approved by DCYF.
- Summary of Deliverables and Timelines
  - Monthly Enrollment Reports: The Contractor shall submit Monthly Enrollment Data Reports no later than the 20<sup>th</sup> day following the month of service using the template provided by DEL/DCYF as described in Attachment 6 Monthly Enrollment Report;
  - Invoices: As described in Section 12.8, the Contractor shall submit A-19 invoices for expenditures accompanied by the financial documentation.
  - Quarterly Progress Reports: The Contractor shall submit four (4) Quarterly Progress Reports using the template to be provided by DEL/DCYF and described in Attachment 7, to include the CQI Reports described in Attachment 5. The Contractor shall submit this report each quarter no later than the 20<sup>th</sup> day following the quarter of service.
  - Self-Reflection Tool: The Contractor shall submit the Self-Reflection Tool no later than September 20, 2018 using the template provided by Thrive.
  - Annual Pre-Contract Questionnaire: The Contractor shall complete and submit the FY20 HVSA Pre-Contract Questionnaire and FY20 Proposed Budget by March 30, 2019 using the template to be provided by DCYF.
- Timeline of Reports and Submissions: The table below outlines the reporting and submissions timeline for deliverables presented in this Statement of Work according to the month of submission.
  - Some expectations associated with this Contract, including attendance at the HVSA Semi-Annual Statewide Meetings and Supervisor Meetings are not included in this table as the dates of these events will be determined after contract execution.
  - If due dates occur on a weekend or holiday, the Contractor shall submit the report before 8am of the following business day.

**Table 14.5 Report Time Table**

<p><b>July 2018</b></p> <p><u>July 10 (to DOH):</u> FY18 Q4 Consenting Clients to DOH</p> <p><u>July 20:</u> June 2018 Monthly Enrollment Report FY18 Q4 Quarterly Progress Report (April to June) including: CQI Q4 Report</p> <p>Current Insurance Certificate Renewal*</p> <p>Confidentiality and Non- Disclosure Agreement <i>for new employees**</i></p> <p><u>July 30:</u> June 2018 Monthly Invoice Executed DSA with DOH, <i>if amended</i> Documented approval of DSA with DOH submitted to NFP National Service Office</p>	<p><b>August 2018</b></p> <p><u>August 8:</u> July Consenting Clients to DOH</p> <p><u>August 20:</u> July 2018 Monthly Enrollment Report CQI Charter and Project 1 Plan</p> <p><u>August 30:</u> July 2018 Monthly Invoice</p> <hr/> <p><b>September 2018</b></p> <p><u>September 11:</u> August Consenting Clients to DOH</p> <p><u>September 20:</u> August 2018 Monthly Enrollment Report Self-Reflection Tool (submitted to Thrive)</p> <p><u>September 30:</u> August 2018 Monthly Invoice</p>
<p><b>October 2018</b></p> <p><u>October 8 (to DOH):</u> September Consenting Clients to DOH</p> <p><u>October 20:</u> September 2018 Monthly Enrollment Report Q1 Quarterly Progress Report (July to September) including CQI Project 1 PDSA Report</p> <p><u>October 30:</u> September 2018 Monthly Invoice</p>	<p><b>November 2018</b></p> <p><u>November 8:</u> October Consenting Clients to DOH</p> <p><u>November 20:</u> October 2018 Monthly Enrollment Report</p> <p><u>November 30:</u> October 2018 Monthly Invoice</p> <hr/> <p><b>December 2018</b></p> <p><u>December 10:</u> November Consenting Clients to DOH</p> <p><u>December 20:</u> November 2018 Monthly Enrollment Report</p> <p><u>December 30:</u> <b>November 2018 Monthly Invoice</b></p>



<p><b>January 2019</b></p> <p><u>January 9 (to DOH):</u> December Consenting Clients to DOH</p> <p><u>January 20:</u> December 2018 Monthly Enrollment Report Q2 Quarterly Progress Report (October to December) including Model Fidelity Letter CQI Project 1 Summary and Reflection</p> <p><u>January 30:</u> December 2018 Monthly Invoice</p>	<p><b>February 2019</b></p> <p><u>February 8:</u> January Consenting Clients to DOH</p> <p><u>February 20:</u> January 2019 Monthly Enrollment Report CQI Charter and Project 2 Plan</p> <p><u>February 28:</u> January 2019 Monthly Invoice</p> <p><b>March 2019</b></p> <p><u>March 8:</u> February Consenting Clients to DOH</p> <p><u>March 20:</u> February 2019 Monthly Enrollment Report</p> <p><u>March 30:</u> February 2019 Monthly Invoice FY20 Pre Contract Questionnaire and Budget</p>
<p><b>April 2019</b></p> <p><u>April 8 (to DOH):</u> March Consenting Clients to DOH</p> <p><u>April 20:</u> March 2019 Monthly Enrollment Report Q3 Quarterly Progress Report (January to March) including CQI Project 2 PDSA Report</p> <p><u>April 30:</u> March 2019 Monthly Invoice</p>	<p><b>May 2019</b></p> <p><u>May 8:</u> April Consenting Clients to DOH</p> <p><u>May 20:</u> April 2019 Monthly Enrollment Report</p> <p><u>May 30:</u> April 2019 Monthly Invoice</p> <p><b>June 2019</b></p> <p><u>June 10:</u> May Consenting Clients to DOH</p> <p><u>June 20:</u> May 2019 Monthly Enrollment Report</p> <p><u>June 30:</u> May 2019 Monthly Invoice</p>
<p><b>July 2019</b></p> <p><u>July 10 (to DOH):</u> June Consenting Clients to DOH</p> <p><u>July 20:</u> June 2019 Monthly Enrollment Report Q4 Quarterly Progress Report (April to June) including CQI Project 2 Summary and Reflection</p> <p><u>July 30:</u> June 2019 Monthly Invoice Certification of Data Disposition for programs ending***</p>	

*\*Updated Insurance Certificate must be submitted when the insurance policy is renewed.*

*\*\*Updated Statement of Confidentiality and Non-Disclosure must be submitted for any new employees, agents, or subcontractors with access to confidential or personal information relating to this contract.*

*\*\*\*Data Disposition to be submitted with closure of contract.*

**Amended Exhibit B - BUDGET  
Amendment #1****Budget for State Fiscal Year 2018 (July 1 2017 - June 30 2018):**

See original contract package for budget detail.

**Total: \$335,525.81****Budget for State Fiscal Year 2019 (July 1 2018 - June 30 2019):**

<b>Payment Point</b>	<b>Budget Limit Note</b>
1. 502State- Personnel	\$247,384.00
2. 502State - Goods and Services	\$17,386.46
3. 502State - Travel	\$2,540.00
4. 502State - Contracted/ Professional Services	\$8,892.00
5. 502State - Administrative/ Indirect Charges	\$55,323.35
6. GenFundState- Personnel	\$0.00
7. GenFundState - Goods and Services	\$2,136.07
8. GenFundState - Travel	\$6,150.00
9. GenFundState - Contracted/ Professional Services	\$0.00
10. GenFundState - Administrative/ Indirect Charges	\$1,659.70
11. HVSA - Performance Pay	\$6,604.00
<b>Total:</b>	<b>\$348,075.58</b>

**Contract Maximum: \$683,601.39****Contract Funding Source(s)**

State Funds \$683,601.39

## Amended Exhibit D - DELIVERABLES Amendment #1

When the Due Date falls on a weekend or holiday, the deliverable must be received by the working day prior to the Due Date.

### State Fiscal Year 2019 (July 1 2018 - June 30 2019):

#	Deliverable Title, Due Note, Description	Due Date
1.01	Quarterly Progress Report	Jul 20, 2018
#	Deliverable Title, Due Note, Description	Due Date
1.02	Quarterly Progress Report	Oct 20, 2018
#	Deliverable Title, Due Note, Description	Due Date
1.03	Quarterly Progress Report	Jan 20, 2019
#	Deliverable Title, Due Note, Description	Due Date
1.04	Quarterly Progress Report	Apr 20, 2019
#	Deliverable Title, Due Note, Description	Due Date
1.05	Quarterly Progress Report	Jul 20, 2019
#	Deliverable Title, Due Note, Description	Due Date
2.00	FY20 Pre Contract Questionnaire and Budget	Mar 30, 2019

# Attachment 3: Contract Monitoring, Compliance and Non-Compliance

---

## 1. Program Reporting and Documentation

- 1.1. Reporting: The Contractor shall submit reports using the templates and according to the schedule outlined in Section 14 of Exhibit A Statement of Work of this contract.
- 1.2. Additional Documentation: The Contractor shall maintain the following information and documentation, keeping it current on a monthly basis. At a minimum, DEL/DCYF may request this information for review at the annual DEL/DCYF Site Visit, including:
  - 1.2.1. Staff Training Records demonstrating compliance with HVSA and model requirements;
  - 1.2.2. TA Self Reflection and TA Plan;
  - 1.2.3. CQI Charter, Project Plans for Projects 1 and 2 and CQI Quarter Reports for Quarters 1 through 4 using templates in Attachment 5;
  - 1.2.4. Memoranda of Understanding with community providers related to referrals or coordination of Home Visiting Services
  - 1.2.5. If funded with DSHS/TANF dollars, information on TANF families served by homeless service providers, PE Pathways and Other including number of families served; name of family members receiving services (primary caregiver and target child); individual client identifiers, such as date of birth; and dates of service (by month including enrollment and exit dates).
- 1.3. Site Visits: The Contractor shall cooperate with up to eight (8) scheduled site visits conducted for monitoring program and fiscal compliance, contractual and reporting requirements, organizational due diligence, HVSA evaluation and data collection, quality implementation technical assistance, and continuous quality improvement.
  - 1.3.1. Document Preparation: The Contractor shall assemble documents listed above, financial information detailed in Section 12 of Exhibit A Statement of Work, and any additional information requested by DEL/DCYF in advance of the scheduled site visit.
  - 1.3.2. During the Site Visits, the Contractor shall allow access to DEL/DCYF, upon request, documentation demonstrating accomplishments of this Agreement. Such documentation may include, but is not limited to:
    - 1.3.2.1. Services Provided, Service Dates, and Number of Service Hours, including Case Files of Participants;
    - 1.3.2.2. Attendance Sheets and Service Logs;
    - 1.3.2.3. Data Collection and Assessments by Participants;
    - 1.3.2.4. Demographic Information of Participants;
    - 1.3.2.5. Personnel records of those staff employed through funds under this contract; and
    - 1.3.2.6. Policy and procedures documents as related to implementation of this contract including, but not limited to, agency, human resources, and financial policies and procedures.

## **2. Contract Monitoring:**

The Contractor shall ensure all compliance with all Contract requirements described in Exhibit A Statement of Work of this Contract. Failure to comply with or submit timely and complete materials related to the Contract requirements may result in withheld or delayed payments. DEL/DCYF will monitor Contractor compliance with Contract requirements, model standing, implementation progress, enrollment performance and financial activity through review of the following:

- 2.1. Submitted reports, invoices and documents, as detailed above and in Section 14 of Exhibit A Statement of Work Compliance with Contract requirements.

- 2.2. Model Fidelity:

Affiliate status from the <program model> National Service Office/Indicators of model fidelity established by the DEL/DCYF-authorized provider of technical assistance demonstrating Contractor's good standing and/or active ready to implement status.

- 2.2.1. If the Contractor does not sustain fidelity throughout the Contract Term, DEL/DCYF will conduct a joint due diligence review of the of the Contractor's model fidelity status in coordination with its designated contractor for technical assistance; and then DEL/DCYF may, upon written notification to the Contractor, terminate this Contract.

- 2.2.2. Achieving Model Standing: If Contractor does not have affiliate in good standing and/or active ready to implement status as of the Start Date of this Contract, the Contractor must obtain such status within 90 days of the Start Date. If the Contractor does not obtain such status within 90 days of the Start Date of this Contract, then DEL/DCYF may, at its discretion and upon written notice to the Contractor, terminate this Contract.

- 2.3. Implementation Progress:

The DEL/DCYF Contract Manager will review monthly budget/financial documentation and quarterly Contractor activities and progress toward completion of the required program elements described in Exhibit A Statement of Work:

- 2.3.1. Staffing, Supervision, and Training,
  - 2.3.2. Service Area and Recruitment of Priority Populations
  - 2.3.3. Participant Enrollment, Retention and Caseload Maintenance
  - 2.3.4. Home Visit Frequency and Content
  - 2.3.5. If funded with DSHS/TANF dollars, Systems Connections including Contractor relationships with local DSHS Community Service Offices and reporting participants' program enrollment and exit in eJas
  - 2.3.6. Data Collection and Evaluation Requirements
  - 2.3.7. Continuous Quality Improvement Activities
  - 2.3.8. Quality Improvement Technical Assistance
  - 2.3.9. Financial activity and documentation aligned with Contract budget
  - 2.3.10. Delay in meeting two or more of the category areas above and/or non-compliance related to financial activity during a quarter, will result in Contractor's transition to Implementation Improvement Status.

- 2.4. Enrollment Performance:

On a quarterly basis, DEL/DCYF will review the Contractor's enrollment performance for the following measure: Throughout the duration of this contract, Contractor shall maintain a minimum Active Enrollment Caseload (as defined in Section 6 of Exhibit A Statement of Work) equivalent to or greater than 85% of the Contractor's Maximum Service Capacity.

- 2.4.1. **Start-Up Programs:**  
DEL/DCYF identifies Contractors receiving first year HVSA funding are considered as Start-Up Programs. Exhibit A Statement of Work of this Contract specifies enrollment rates over the term of the contract to reach full enrollment caseload. Progress in meeting enrollment toward building full caseload will be reviewed on a monthly basis. If the Start-Up Program does not meet enrollment in accordance with the timeline specified in Exhibit A Statement of Work, DEL/DCYF will inform Contractor of enrollment status and may transition Contractor to Implementation Improvement Status for additional contract monitoring and technical assistance focused on supporting improvement in Contractor's enrollment.
- 2.4.2. **Continuing Programs:**  
DEL/DCYF identifies Contractors receiving second year or beyond of HVSA funding as Continuing Programs.
  - 2.4.2.1. If a Continuing Program's minimum Active Enrollment Caseload is between 75% and 84% of the Contractor's Maximum Service Capacity for one quarter DEL/DCYF will inform Contractor with written notification of the low enrollment status and Contractor shall participate in a follow-up call with DEL/DCYF to discuss barriers and strategies for increasing enrollment. If during the subsequent quarter the Contractor does not demonstrate continuous positive improvement of active enrollment and at least the final month of the quarter with enrollment at or above 85% of the Contractor's Maximum Service Capacity, DEL/DCYF may transition Contractor to Implementation Improvement Status for additional contract monitoring and technical assistance focused on supporting improvement in Contractor's enrollment.
  - 2.4.2.2. If a Continuing Program Minimum Active Enrollment Caseload is below 75% of the Contractor's Maximum Service Capacity for one quarter, DEL/DCYF will transition Contractor to Implementation Improvement Status for additional contract monitoring and technical assistance focused on supporting improvement in Contractor's enrollment.

### **3. Implementation Improvement Status, Non-Compliant Status and Non-Compliant Courses of Action**

- 3.1. **Implementation Improvement Status:** If transitioned to Implementation Improvement Status by DEL/DCYF, the Contractor shall participate in the steps outlined below:
  - 3.1.1. Within 30 days of written notification by DEL/DCYF, the Contractor shall complete the Self-Assessment provided by DEL/DCYF which may address, but is not limited to the following: model fidelity, implementation progress, financial activity, and/or enrollment performance in need of improvement, and other issues of compliance with contract requirements.
  - 3.1.2. Within 45 days of written notification by DEL/DCYF, the Contractor shall participate in Implementation Improvement Meeting(s) with DEL/DCYF staff to discuss the Self-Assessment; gather information and feedback from Contractor; share and review DOH program data and other available program data; and review other information related to areas in need of improvement which may be used to inform the development of an Implementation Improvement Plan. This meeting may include other DEL/DCYF contractors of technical assistance (Thrive) and data management and reporting (DOH).
  - 3.1.3. Within 30 days of the Implementation Improvement Meeting, the Contractor shall prepare a written Implementation Improvement Plan approved by DEL/DCYF. The Plan shall:



- 3.1.3.1. Cite and describe the Contractor's specific area(s) in need of improvement including, but not limited to: model fidelity, implementation progress, financial activity, and/or enrollment performance in need of improvement. For the specified area(s) in need of improvement the Plan shall provide metrics or benchmarks to serve as indicators of satisfactory improvement.
- 3.1.3.2. Identify corrective action items and/or steps the Contractor shall comply with to address cited areas in need of improvement. The plan shall also identify technical assistance and/or other supports designated to be made available to Contractor by DEL/DCYF to assist Contractor in achieving satisfactory improvement.
- 3.1.3.3. Outline a timeline for the completion of the Implementation Improvement Plan by the Contractor.
- 3.1.4. If satisfactory improvement in the specific area(s) indicated in Plan is met by the Contractor within the timeline for completion of the Plan, DEL/DCYF will transition the Contractor off Implementation Improvement Status. DEL/DCYF will provide the Contractor written notice of this transition once it has determined satisfactory improvement has been met following the timeline for completion of the Implementation Improvement Plan.
- 3.1.5. If satisfactory improvement in the specific area(s) indicated in the Plan within the timeline for completion of the Plan is not met by the Contractor, DEL/DCYF may transition the Contractor out of Implementation Improvement Status into Non-Compliant Status. DEL/DCYF will provide the Contractor written notice of this transition once it has determined satisfactory improvement has not been met within the timeline for completion of the Implementation Improvement Plan.
- 3.2. Non-Compliant Status: If DEL/DCYF transitions the Contractor to Non-Compliant Status, the Contractor shall participate in the steps outlined below, within 14 days of written notification from DCYF, or within an extended, alternate timeline with written approval by DEL/DCYF:
  - 3.2.1. Participate in Non-Compliant Status meeting(s) with DEL/DCYF staff to:
    - 3.2.1.1. Review the Contractor's Implementation Improvement Plan and discuss progress made and barriers encountered during the Plan's implementation including technical assistance and/or other supports designated to be made available to the Contractor by DEL/DCYF.
    - 3.2.1.2. Identify and review the Contractor's contractual requirements and areas of contractual non-compliance.
    - 3.2.1.3. Discuss Non-Compliant Courses of Action.
- 3.3. Non-Compliant Course(s) of Action. Within 14 days of the last Non-Compliant Status meeting DEL/DCYF will issue the Contractor a written Non-Compliant Course(s) of Action. The written Non-Compliant Course(s) of Action shall include one or more of the four Non-Compliant Course(s) of action listed below:
  - 3.3.1. Continuation of Implementation Improvement Plan: DEL/DCYF may propose to modify and/or extend the Contractor's Implementation Improvement Plan for up to an additional 3 month period to meet specific area(s) cited in need of improvement.
  - 3.3.2. Suspension of Payment: DEL/DCYF may suspend payment of all or part of Contract funds until satisfactory contract compliance is met.
  - 3.3.3. Reduction in Maximum Contract Total: DEL/DCYF may amend this contract to reduce the Contractor's maximum contract total:
    - 3.3.3.1. To reflect the amended Implementation Plan scope negotiated between DEL/DCYF and the Contractor based on Contractor's cost per family served and other related factors and,

- 3.3.3.2. If feasible and in compliance with HVSA and DEL/DCYF funding requirements, contractual requirements, and approval processes, including Home Visiting Model Developer program requirements.
- 3.3.4. Early Contract Termination: DEL/DCYF may terminate this contract prior to the end of the Term if satisfactory contract compliance is not met by the Contractor in the implementation of Contractor's Implementation Improvement Plan, and/or if the Contractor is not able to or is not cooperative in development and implementation of the Implementation Improvement Plan.
- 3.3.5. Notice: The written Non-Compliant Course(s) of Action shall become effective a minimum of 30 days after the delivery of the written Non-Compliant Course(s) of Action to Contractor.

# Attachment 4: Data Collection, Reporting and HVSA Aligned Measures, Evidence Based Programs

---

## **1. Data Sharing**

1.1 Required elements of the Data Sharing Agreement (DSA) with Department of Health (DOH): The Contractor will work with DOH to establish data sharing agreements according to the timelines set forth within Exhibit A, Statement of Work. The data sharing agreement shall outline specifications of the data use and data sharing to implement required reporting, evaluation and quality assurance or improvement activities. The data sharing agreement shall minimally:

1.2.1 Allow DOH access to client and program data as outlined below in section 4.0.

1.2.2 When parental consent is provided,

1.2.2.1 Allow DOH access to confidential information;

1.2.2.2 Allow DOH to share confidential information with DEL/DCYF; and

1.2.2.3 Allow DOH to share confidential information with other Washington State agencies, including, but not limited to, the Office of Research and Data Analysis (RDA) housed within DSHS to conduct administrative match from families in Home Visiting and Child Protective Services (CPS) programs.

1.2. National Service Office Permissions for data sharing:

1.2.1 DEL/DCYF will work with NFP National Service Office to secure an approved template for NFP programs to authorize the national service office to share data with DOH. The Contractor shall send authorization using the approved template to the NFP National Service Office by July 31, 2018.

## **2.0 Data Collection Process and Schedule**

2.1 The Contractor shall collect all of the data outlined in section 4 of this attachment for all enrolled participants according to the guidelines and requirements outlined in the HVSA Data Manual. The Contractor shall record data in the model specific database within five (5) business days of data collection. The Contractor shall provide data as outlined in the Data Sharing Agreement executed with DOH. Data will be provided to the Department of Health directly from National Service Office on a monthly basis.

## **3.0 Parental Consent**

3.1. The Contractor will make every effort to seek Parental Consent to share confidential information with DOH during the contract period; the Contractor shall seek this consent from all newly enrolled participants within the first three home visits. Consent form(s) are available on the Home Visiting page at DEL/DCYF.wa.gov.

3.2. Parental Consents for voluntary services and data sharing may be combined.

3.3. Participants who do not provide consent to share confidential information remain eligible to receive home visiting services.

3.4. For those participants who do not consent to share confidential information, the Contractor shall deliver to DOH all client level, non-confidential data to meet the reporting requirements listed below for each client served.

3.5 For those participants who consent to share confidential information, the Contractor shall send to DOH the list of participants by client ID and their consent status (e.g., Yes or No) on at least a monthly basis and no later than 6 business days after the close of the prior month.

3.6. The Contractor will maintain consent forms on file for all participants enrolled in home visiting services in both physical files and electronically in model data system, if applicable. Upon request, the Contractor will provide to DEL/DCYF a copy of the consent form used.

#### **4.0 HVSA Aligned Performance Measures**

4.1 HVSA Aligned Measures: As outlined in statement of work, the Contractor will collect data for all enrolled HVSA families that meets model requirements and the DEL/DCYF definitions outlined in Table 4.1.1-4.1.5, using the guidance and processes outlined in the HVSA Data Manual. DOH will work with the Contractor to review data collection and reporting to support Contractor quality assurance. Of note, primary caregivers, caregiver and clients are used interchangeably with the same intent.

4.1.1 HVSA Aligned Measures: System and Program Performance Indicators: The Contractor shall collect and share data for all measures for participating caregivers and children as outlined in Table 4.1.1.

4.1.2. Enrollment and Service Utilization: The Contractor shall collect and share data on all enrollment and service utilization measures outlined for participating caregivers and children.

4.1.3 Demographic Information: The Contractor shall collect and share data for all demographic information outlined for participating caregivers and children.

4.1.4. Performance Payment Awards Performance Payment Measures: The Contractor shall review data reports from DOH to substantiate Performance Payment Measures as described in Table 4.1.4.

4.1.5. HVSA Dosage and Home Visiting Definitions: Table 4.1.5 describes the model-expected dosage requirements and the HVSA expected dosage definition for determination of Performance Payment Awards, alongside the home visit definitions.

Table 4.1.1 HVSA: System and Program Performance Indicators

Measure	Definition	Numerator/Denominator	Timeline for Data Collection	Share with LIAs	HVSA Aligned Measure	MIECHV Measure
<b>HVSA Aligned Measures: All Contractors shall report on the following eight (8) measures</b>						
<b>1. Breastfeeding</b>	Percent of infants (among mothers who enrolled prenatally) who were breastfed any amount at 6 months of age	Number of enrolled children breastfed any amount at 6 months / Number of enrolled children age 6-12 months	Collect after 6 months of age and before 12 months of age	Quarterly QA reports, Annual reports	Yes	Yes
<b>2. Depression Screening</b>	Percent of enrolled primary caregivers who are screened for depression using a validated tool within 3 months of enrollment if enrolled post-delivery or within 3 months after of delivery if enrolled prenatally	Number of clients with at least one PHQ-9 screening completed within 90 days of delivery if enrolled prenatally or within 90 days of enrollment if enrolled with a child / Number of primary caregivers enrolled for at least three months if enrolled post-delivery, or number of primary caregivers enrolled at least 90 days after delivery if enrolled prenatally	Collect within 90 days of enrollment or 90 days postnatally (for those enrolled while pregnant)	Quarterly Dashboards, QA reports, Performance Payments, Annual reports	Yes	Yes
<b>3. Well Child Visit</b>	Percent of enrolled children who received the <u>last</u> recommended well child visit based on the American Academy of Pediatrics (AAP) schedule	Number of children enrolled who received the <u>last</u> recommend well child visit based on AAP schedule / Number of children enrolled in home visiting	Collect well child visit data at minimum once per month	Quarterly QA reports, Annual reports	Yes	Yes
<b>4. Child Maltreatment</b>	Percent of enrolled children with at least one investigated case of maltreatment following enrollment within the reporting period	Number of children with at least one investigated case of maltreatment since enrollment / Number of children enrolled	Report participant consent within first 3 home visits	Annual reports	Yes	Yes
<b>5. Parent-Child Interaction</b>	Percent of enrolled primary caregivers who receive an observation of caregiver-child interaction using a validated tool and demonstrate positive parenting behaviors	Number of children with an assessment completed using validated tool for the age range / Number of children who have reached an age appropriate for assessment	Collect at least once during the reporting year, ideally spaced every 12 months	Quarterly Dashboards, QA reports, Annual reports	Yes	Yes

Table 4.1.1 HVSA: System and Program Performance Indicators

Measure	Definition	Numerator/Denominator	Timeline for Data Collection	Share with LIAs	HVSA Aligned Measure	MIECHV Measure
	including behaviors that promote attachment and child development					
6. Early Language and Literacy Activities	Percent of enrolled children with a family member who reported that during a typical week s/he read, told stories, and/or sang songs with their child every day	Number of enrolled children with a family member who reported that during a typical week s/he read/told stories/sang songs with child every day / Number of enrolled children	Collect data at least once during each reporting period for each enrolled child	QA reports, Annual reports	Yes	Yes
7. Developmental Screening	Percent of enrolled children with at least one screening for developmental delays with a validated tool according to the AAP-defined age groups	Number of enrolled children with at least one ASQ-3 screening within the AAP defined age/ Number of children enrolled who are eligible for an ASQ-3 screening	10 and 18 and 24 months	QA reports, Annual reports	Yes	Yes
8. IPV Screening	Percent of enrolled primary caregivers who are screened for intimate partner violence (IPV) within 6 months of enrollment using a validated tool	Number of caregivers with an IPV screen within 6 months of enrollment / number of clients enrolled for at least 6 months	Collect screening data for all primary caregivers within 6 months of enrollment	Quarterly Dashboards, QA reports, Annual Reports	Yes	Yes

4.1.2 HVSA Aligned Measures: Enrollment and Service Utilization			
Measure	Definition	Eligibility	Timing of Data Collection
1. New Clients	All clients who enrolled during the report period and completed one home visit during the report period	All clients who enrolled during the report period	Collect enrollment date at time of enrollment
2. Enrolled Clients	All clients with an enrollment date and at least one completed home visit. Clients may have entered or exited services within that report period.	All clients with an enrollment date and at least one completed home visit and is still enrolled at the end of the report period or exited at or after the start of the report period.	Collect enrollment date at time of enrollment and dates of all home visits



4.1.2 HVSA Aligned Measures: Enrollment and Service Utilization			
Measure	Definition	Eligibility	Timing of Data Collection
3. Client Exits	All clients who exited the program during the report period.	All clients who exited the program during the report period	Collect exit date at time of exit from program
4. Exit Reasons*	Reasons a client exited program: Completion –specific to each model Withdrawn –Client requests to leave program before graduation Transfer –Client transferred to another site or model Lost to Follow-up- Unable to contact client and complete a home visit for over 90 days (calculated by DOH)	All clients who exit during the report period	Record exit date and exit reason at time of exit
5. Exits after 24 months of service*	Clients that exited the program during the report period and received at least 24 months of service (or 2 program cycles for PCHP).	All clients who exited the program during the report period	Collect exit date at time of exit from program
6. Exits before 24 months of service *	All clients who exited home visiting program before 24 months of service.	All clients who exited the program before 24 months of service.	Collect exit date at the time of exit from the program
7. Total Home visits	All home visits completed during the report period	All home visits completed during the report period	Record dates of all home visits immediately after completing home visit
8. Total number of alternative visits	All alternative visits of at least 30 minutes in length completed during the report period	All alternative visits of at least 30 minutes completed during the report period	Record date and length of all alternative visits immediately after completing the visit
* Denotes an indicator that DOH will calculate and validate the response provided by the site. For example, DOH will use the date of the last completed home visit to determine Loss to Follow-up.			

Table 4.1.3: Demographic Information			
Measure	Definition	Eligibility	Timing of Data Collection
1. Primary Guardian Gender	Male or Female	All primary guardians	Collect at enrollment
2. Primary Guardian Age	Age of primary guardian	All primary guardians	Collect DOB at enrollment
3. Enrolled Child DOB	Age of child	All enrolled children	Collect child's DOB at enrollment
4. Primary Guardian Ethnicity	Hispanic, Non-Hispanic, Not reported/refused	All primary guardians	Collect at enrollment

Table 4.1.3. Demographic Information			
Measure	Definition	Eligibility	Timing of Data Collection
<b>5. Primary Guardian Race</b>	White, Black, Asian, American Indian/Alaska Native, Pacific Islander, Multiple Races, Not reported/refused	All primary guardians	Collect at enrollment
<b>6. Primary Guardian Marital Status</b>	-Married (legal or common law) -Single-never married -Widowed -Divorced -Separated -Not married – living with partner	All primary guardians	Collect enrollment, and once per report year
<b>7. Primary Guardian Education</b>	-Enrolled in middle school -Enrolled in high school -High school diploma -GED -Less than high school diploma not enrolled -Training certificate program -Associates degree -Some college -Bachelor degree or higher -Other -Unknown/not reported	All primary guardians	Collect at enrollment and annually thereafter
<b>8. Primary Guardian Employment</b>	-Employed >=30 hours a week -Employed <30 hours a week -Unemployed	All primary guardians	Collect at enrollment and annually thereafter
<b>9. Housing Status</b>	-Not homeless: Owns or shares own home, condominium or apartment -Not homeless: Rents or shares own home or apartment -Not homeless: Lives in public housing -Not homeless: Lives with parent or family member -Not homeless: Some other arrangement -Homeless: Sharing housing -Homeless: Living in an emergency or transitional shelter -Homeless: Some other arrangement	All primary guardians	Collect at enrollment and annually thereafter
<b>10. Primary language in household</b>	-English -Spanish -Other	All primary guardians	Collect at enrollment

Table 4.1.3: Demographic Information

Measure	Definition	Eligibility	Timing of Data Collection
<b>11. Household Income</b>	Total income from all household members from all sources (Collected as actual dollar amount or in income ranges if family does not want to share)	All primary guardians	Collect at enrollment and annually thereafter
<b>12. Pregnant</b>	Primary guardian is pregnant during the report period (Yes/No)	All primary guardians	Collect due date and DOB for all children
<b>13. Primary Guardian Health Insurance Status</b>	-Title XIX (Medicaid) -Title XXI (State insurance program) -Private or Other -Tri-care -No insurance coverage -Unknown/Not reported	All primary guardians	Collect at enrollment and every six months thereafter
<b>14. Enrolled Child Health Insurance Status</b>	-Title XIX (Medicaid) -Title XXI (State insurance program) -Private or Other -Tri-care -No insurance coverage -Unknown/Not reported	All enrolled children	Collect at enrollment and every six months thereafter
<b>15. Child's Usual Source of Medical Care</b>	-Doctor's/Nurse Practitioner's Office -Hospital Emergency Room -Hospital Outpatient -Federally Qualified Health Center -Retail Store or Minute Clinic -Other -None Unknown/ Did not Report	All enrolled children	Collect at enrollment and annually thereafter
<b>16. Child's Usual Source of Dental Care</b>	-Yes: Has a usual source of dental care -No: Does not have a usual source of dental care -Unknown	All enrolled children	Collect at enrollment and annually thereafter

4.1.4: Performance Payment Awards Performance Payment Measures

Measure	Definition	Award Criteria
---------	------------	----------------

4.1.4: Performance Payment Awards Performance Payment Measures		
Measure	Definition	Award Criteria
<b>Home Visiting Enrollment (Active Enrollment)</b>	Percent of Maximum Service Capacity filled during the quarter, as measured by the average of the number of participants actively enrolled on the 15 <sup>th</sup> of Month 1, Month 2 and Month 3 of the quarter divided by the Maximum Service Capacity (total number of possible families)	Performance Milestone: Active Enrollment is at least 85% of Maximum Service Capacity for the reporting quarter
<b>Home Visiting Dosage</b>	Number of home visits a participant received in the report period compared with expected number of visits by the model. See Table 4.1.5 for HVSA Model Dosage Expectation Definitions.	Performance Milestone: at least 60% of the total families enrolled received 80% or more of the expected number of home visiting during the reporting quarter, using the HVSA Dosage Expectation defined in table 4.1.5 below.
<b>Depression Screening</b>	Number of participating primary caregivers who are screened for depression using an approved, validated tool within 90 calendar days postpartum (if enrolled prenatally) or 90 calendar days after enrollment (if enrolled postnatally)	Per Client Award: Number of eligible caregivers who receive a depression screening during the contract year According to this definition
<b>Depression Referral</b>	Number of participating primary caregivers who screened positive for depression, using the depression screening definition above, and were referred to or connected with appropriate services	Per Client Award: Number of eligible caregivers who screen positive for depression, using the screening definition above, who were referred or connected to appropriate services during the contract year

4.1.5 HVSA Dosage & Home Visit Definitions			
Model	Model Expected Dosage	HVSA Dosage Expectation	Home Visit Definition
PAT	-12x year for families with 1 risk factor -24x year for families with 2+ risk factors	2x per month	A completed home visit that has a PVR
NFP	-1x week for the first four weeks -2x month until baby is born -1x week 6 weeks postpartum -2x month until the child is 21 months -1x month until 24 months or graduation.	2x per month	Any home visit or any alternative visit >30 minutes and incorporates model content

## Attachment 5: Continuous Quality Improvement

---

- 1 **The purpose of CQI activities is to improve outcomes for families engaged in home visiting services.**
  - 1.1 **CQI Team Guidelines:**

The Contractor agrees to establish an internal CQI T team to oversee, support, and implement CQI activities to assess program processes and outcomes. The CQI Team membership may change depending upon the focus of the CQI Project
  - 1.2 **CQI Projects:**

The Contractor agrees to develop and implement at least two CQI Projects using the CQI Plan and Charter Template in this attachment.

    - 1.2.1 CQI Charter and Project Plan (Project #1): Due August 20, 2018
    - 1.2.2 CQI Charter and Project Plan (Project #2): Due February 20, 2019
  - 1.3 **CQI Project Summary and Reflection:**

The Contractor agrees to report on CQI Projects using the Quarterly Report templates in this attachment.

    - 1.3.1 CQI Project 1 PDSA Report: Due October 20, 2018 (Quarter 1 Report)
    - 1.3.2 CQI Project 1 Summary and Reflection: Due January 20, 2019 (Quarter 2 Report)
    - 1.3.3 CQI Project 2 PDSA Report: Due April 20, 2019 (Quarter 3 Report)
    - 1.3.4 CQI Project 2 Summary and Reflection: Due July 20, 2019 (Quarter 4 Report)

## CQI Charter and Project Plan

***(Project 1 due August. 20, 2018 and Project 2 due February 20, 2019)***

<b>Program Name, Model</b>	
<b>Project Period</b>	<input type="checkbox"/> Period 1 (July – December 2018) <input type="checkbox"/> Period 2 (January – June 2019)
<b>CQI Project Topic</b>	<input type="checkbox"/> Caregiver Depression Screening/Referral <input type="checkbox"/> Intimate Partner Violence Screening/Referral <input type="checkbox"/> Child Developmental Screening/Referral <input type="checkbox"/> Family Engagement
<b>Opportunity for Change – <i>Why is this important?</i></b>	

### CQI Team

<b>Team Sponsor (Champion)</b>	
<b>Team Leader</b>	
<b>Team Members</b>	1.
	2.
	3.
	4.
	5.
	6.
<b>Team Structure:</b> How often will your team meet? Who is responsible for convening team meetings?	

### CQI SMART Aim

<b>SMART Aim Statement</b> <i>(Specific, Measurable, Achievable, Relevant, Time-bound)</i>	
<b>Example:</b> By <u>(date)</u> , we will improve <u>(focus area)</u> from <u>(baseline)</u> to <u>(goal/target)</u> , in order to <u>(outcome of improvement)</u> .	
By When (project end date):	
Achieve What (baseline and target):	
For Whom (who is impacted by improvement):	
<b>How will you measure success?</b> <i>(Indicators/Measures)</i>	
What indicator/variable will you measure?	
Plan for tracking/collecting data?	
<b>Considerations</b>	
What barriers to improvement may need to be addressed?	
What questions would you like to answer through this process?	



## CQI PDSA Report

*(Quarter 1 due October 20, 2018 and Quarter 3 due April 20, 2019)*

<b>Program Name, Model</b>	
<b>Project Period</b>	<input type="checkbox"/> Period 1 (July – December 2018) <input type="checkbox"/> Period 2 (January – June 2019)
<b>CQI Project Topic</b>	<input type="checkbox"/> Caregiver Depression Screening/Referral <input type="checkbox"/> Intimate Partner Violence Screening/Referral <input type="checkbox"/> Child Developmental Screening/Referral <input type="checkbox"/> Family Engagement
<b>SMART Aim Statement</b> <i>(Defined in CQI Charter/Project Plan)</i>	
<b>Aim Update:</b> <i>Were any changes made to the Aim statement or project plan since submitting the Team Charter &amp; Plan?</i> <i>If so, please describe:</i>	

### Plan-Do-Study-Act (PDSA) Cycle 1

*Provide a brief, but detailed update on **change tests** implemented*

<b>Description of test:</b>	
<b>Plan</b> - <i>To be completed prior to implementation of change</i>	
<i>What question(s) do you want to answer through this test?</i>	
<i>What changes/improvement do you predict?</i>	
<i>Who is responsible?</i>	
<i>Tasks/Tools Needed to Complete Test:</i>	
<b>Do</b> -	
<i>How was the test carried out?</i>	

<i>What did you observe that wasn't part of the plan?</i>	
<b>Study</b> - <i>Data may be related to SMART Aim, or specific quantitative/qualitative data specific to this change test</i>	
<i>What did the data tell you?</i>	
<i>What results did you see? (May be reflected in data or anecdotal)</i>	
<i>What did your team learn?</i>	
<b>Act</b>	<i>Did you adopt, adapt, or abandon this change?</i>

<b>Looking ahead</b> – <i>Based on what you learned, what will you test next?</i>

### **PDSA Cycle 2** (if more than one PDSA completed)

<b>Description of test:</b>	
<b>Plan</b> - <i>To be completed prior to implementation of change</i>	
<i>What question(s) do you want to answer?</i>	
<i>What changes do you predict as a result of this test?</i>	
<i>Who is responsible?</i>	
<i>Tasks/Tools Needed to Complete Test:</i>	

<b>Do -</b>	
<i>How was the test carried out?</i>	
<i>What did you observe that wasn't part of the plan?</i>	
<b>Study -</b> <i>Data may be related to SMART Aim, or specific quantitative/qualitative data specific to this change test</i>	
<i>What did the data tell you?</i>	
<i>What results did you see?</i>	
<i>What did you learn?</i>	
<b>Act</b>	<i>Did you adopt, adapt, or abandon this change?</i>
<b>Looking ahead –</b> <i>Based on what you learned, what will you test next?</i>	

## CQI Project Summary and Reflection

**(Quarter 2 due January 20, 2019 and Quarter 4 due July 20, 2019)**

<b>Program Name, Model</b>	
<b>Project Period</b>	<input type="checkbox"/> Period 1 (July – December) <input type="checkbox"/> Period 2 (January – June)
<b>CQI Project Topic</b>	<input type="checkbox"/> Caregiver Depression Screening/Referral <input type="checkbox"/> Intimate Partner Violence Screening/Referral <input type="checkbox"/> Child Developmental Screening/Referral <input type="checkbox"/> Family Engagement
<b>SMART Aim Statement</b> ( <i>Defined CQI Charter/Project Plan</i> )	
<b>Aim Update:</b> <i>Were any changes made to the Aim statement or project plan since submitting the Team Charter &amp; Plan?</i> <i>If so, please describe:</i>	

<b>Project Summary</b> – <i>Reflect on the changes you’ve observed and lessons learned</i>	
<b>Did you see changes expected?</b> <i>Changes you didn’t expect?</i>	
<b>Which tests resulted in improvement?</b> <i>How will you sustain these changes?</i>	
<b>What did you learn?</b> <i>Did anything surprise you?</i>	
<b>How will you apply what you learned?</b>	

## Attachment 6: Monthly Enrollment Data Report

*Sample Monthly Enrollment Data Report. Template and submission method subject to change. Current electronic template to be submitted by Contractor is available on Home Visiting webpage at [www.dcyf.wa.gov](http://www.dcyf.wa.gov).*

### 1. Organization Information

#### 1.2. Home Visiting Model (select)

#### 1.3. Contract #

#### 1.4. Month (select)

#### 1.5 Name of Person Completing Report

#### 1.6 Phone #

#### 1.7 Email address

<input type="text"/>	<input type="text"/>	<input type="text"/>
----------------------	----------------------	----------------------

### 2. Active Caseload

*Please provide the following information for children and families served by HVSA funds during the reporting month.*

	funded by MIECHV	funded by General State Funds/i502	funded by TANF
<b>2.1. Number of families/clients actively enrolled:</b> <i>All clients with some enrollment time during the month and have completed a home visit within 90 days of the end of the month. Client may have entered or exited services within the month.</i>			
<b>2.2. Number of children enrolled:</b> <i>Received a home visit or other model-approved contact in last 90 days</i>			
<b>2.3. Number of families that received home visits during report month:</b>			
<b>2.4. Number of home visits during report month:</b>			

### 3. Caseload Changes

Please provide the following information about new enrollments, exits, and program completion during the reporting month.

	funded by MIECHV	funded by General State Funds/i502	funded by TANF
<b>3.1. Number of new families enrolled:</b>			
<b>3.2. Number of exits before reaching HVSA retention goal:</b> <i>Clients that exited the program during the month before receiving 24 months of services.</i>			
<b>3.3. Number of clients exiting after reaching the HVSA retention goal:</b> <i>Clients that have exited the program during the month after receiving at least 24 months of services :</i>			

### 4. Enrollment to Capacity

Please calculate your enrollment-to-capacity percentage by dividing the number of families in actively enrolled in the report month by the number of funded families described in your contract. If the percentage of family enrollment to capacity for your program is below 85%, please provide a brief explanation in the space provided.

<b>4.1. Total Number of Actively Enrolled Families/Clients this Month (2.1)</b>	<b>4.2. Maximum Service Capacity</b> (# slots in your Contract)	<b>4.3. Active Enrollment Caseload</b> (Percent of Families Currently Enrolled to Funded Families) (4.1/4.2)
0		#DIV/0!

**4.4. If Active Enrollment Caseload (#4.3) is less than 85%, please explain:**

--



## Attachment 7: HVSA Quarterly Progress Report

*Sample Quarterly Progress Report. Questions subject to change each quarter, with indicators to those questions unique to specific quarters. Submission method subject to change. Current electronic template to be submitted by Contractor is available on Home Visiting webpage at [www.dcyf.wa.gov](http://www.dcyf.wa.gov).*

### 1.1. Organization Name

### 1.2. Home Visiting Model

### 1.3. Contract # 1.4. Quarter

## 2. Fidelity to Program Model

**2.1.a. Q2** If your program is an evidence-based program (e.g. EHS, Family Spirit, NFP, PAT, EHS) or a promising practice with a National Model Office (PCHP), please submit your letter from your national model indicating your program's standing with relationship to model fidelity.

**2.1.b. Q2** If your program does not have a national model office (e.g. CPP, Outreach Doula, STEEP), please submit a letter from Thrive Washington detailing the model fidelity indicators of your program and your program's standing with relationship to those indicators of model fidelity.

**2.2.a. Q2-3-4** If the letter from your National Model Office/Thrive indicates areas where your program does not meet model fidelity, please list those indicators and a your program's progress towards meeting model fidelity for each those indicators.

Indicator Area	Program Progress Towards Fidelity

### 3. Staffing Deliverables

**3.1. Please report any changes in FTE/staffing positions funded by this contract for Home Visitors, Program Supervisors, or other staff:**

☐ no changes in staff funded through this Contract from prior quarter

Staff Role	Please list the total FTE funded by each source below. Please respond with a number (#).				e. Total Home Visiting Program
	a. HVSA-MIECHV Funded	b. HVSA-TANF Funded	c. HVSA-Other State Funded	d. Non HVSA Funded	
Number of Continuing Home Visitors					0.00
Number of Home Visitors who Left					0.00
Number of New Home Visitors					0.00
Number of Vacant Home Visitor Positions					0.00
Number of Continuing Supervisors					0.00
Number of Supervisors who Left					0.00
Number of New Supervisors					0.00
Number of Vacant Supervisor Positions					0.00
Number of Continuing Other Staff					0.00
Number of Other Staff who Left					0.00
Number of New Other Staff					0.00
Number of Vacant Other Staff Positions					0.00

**3.2. Please describe any other changes in program staff that your program experienced in the quarter.**

☐ n/a

--

**3.3. If you have experienced staffing challenges to keeping or recruiting staff, please describe these experiences. What is your plan and timeline to address these challenges and/or recruit new staff.**

☐ n/a

Challenges with staff retention	
Challenges with staff recruitment	

#### 4. Supervision Deliverables

**4.1. Supervision Hours:** Please report on the # of hours of supervision that Supervisors provided for all Home Visitors this quarter.

Type of Supervision	Average # hours provided to each Home Visitor per month
Administrative/Clinical Supervision (one-on-one)	
Reflective Supervision (one-on-one)	
Group (staff meetings, trainings, etc.)	

**Comments/Notes:**

--

**4.2. If during this last quarter, you encountered barriers to fulfilling supervision hours or group/case conferences as outlined in your contract (or as expected for model fidelity), please explain why and describe the steps you are taking to ensure fidelity.**

--

**4.3. Q4 Describe any changes your organization has implemented to staffing policy and/or practice in the past year to support high-quality program implementation *and reduce turnover in the program or organization.***

--

#### 5. Service Delivery

**5.1. Please tell us how many unduplicated caregivers received services this quarter (received at least one home visit during this quarter). Please include all caregivers that are participating in the program.**

# Female Caregivers	# Male Caregivers

**5.2.a. Number Of Home Visits Completed and Attempted but not Completed**

# Completed	# Attempted, but NOT completed
This is reported in the monthly already	

**5.2.b. Please describe the successes and challenges you have faced in completing home visits this quarter. Were there circumstances that impacted your program's ability to deliver home visits this quarter? If so, please describe.**

--

## Wait list questions

**5.3.a. Do you have a waiting list for your home visiting program?**

**5.3.b. If yes, how many people are currently on your waiting list?**

**5.3.c Please tell us the estimated number of days it takes for people to wait on the waiting list before you are able to enroll them in your program?**

**5.3.d. Comments.**

## 5.4. Q2/Q4 Outgoing Referral Networks

*Based on a review of your program data from July-December/January to June please list the top 5 sources to which your program referred home visiting participants for additional resources, and indicate the primary services this organization delivers.*

#	Type of Service	Organization Name
1	<categories>	
2	<categories>	
3	<categories>	
4	<categories>	
5	<categories>	

< categories>

Family support/parent education

Child welfare

Domestic violence prevention

Other

Early childhood development

Employment

Education

Food Support

Health

Legal

Mental Health

Substance Abuse

WIC

**5.5. Describe any gaps in services needed by your home visiting participants that are not available in your community (In your response, if relevant, please align with the service categories above)**

**5.6. Referrals: Of the referrals made, please describe any barriers encountered to connecting families to services. What, if any major trends are you seeing that are different from prior referral patterns?**

**5.7. TANF:** Please summarize what has been working well and what has been difficult in recruiting, enrolling and providing services with TANF referred families.

## **6. Technical Assistance**

**6.1. Q2/Q3/Q4** In reviewing your TA Plan, please describe one key outcome or success that your program achieved utilizing TA during July-December and January-June.

**6.1/2/3.** Please describe any Training or TA needs you have for NEXT quarter (this may include work with Thrive, DEL, DOH or others).

## **7. Organizational and Community Updates**

**7.1.** Please describe any notable changes within your program or organization that have impacted implementation of your program.

**7.2.** Describe any notable activities that occurred this quarter to create or improve connections with other service delivery systems: early learning, child welfare, early intervention, DSHS, including local early learning coalitions?

**7.3. Q2/4** So far this year, which two to three community partners did you cultivate a stronger working relationship for recruitment, wrap around services, training or other resources?

**7.4. Q2/4** Describe your relationship with/level of participation in the local Early Learning Regional Coalition so far this year.

**7.5. Q4 TANF** How has your home visiting program strengthened its engagement with families and children in the DSHS system throughout the course of the HVSA TANF expansion work?

**7.5/6a. Q4 Describe any notable demographic changes in your community in the past year.**

**7.5/6b. Q4 Describe any steps your program is taking to address *changes* in community need.**

## **8. Continuous Quality Improvement**

**8.1. Please submit your CQI Quarterly Report for this quarter.**

## **9. Q1/Q3 Parent or Family Feedback:**

### **9.1. Success Story**

*Describe the impact of your home visiting program on a program participant (parent/child/family) through a detailed story. (Please be sure to change the names of individuals and any identifying information in your story to preserve their confidentiality).*

### **9.2. Client Satisfaction**

*Please provide any information, data, and findings you have gathered over the past several months on client satisfaction. This may include ongoing client satisfaction surveys or information retrieved as families leave services about what did or didn't work for them.*

## Quarterly Data Dashboard Reflection

### **10. Please review your Quarterly Data Dashboard from DOH.**

**10.1.** You received a Data Dashboard and a data quality report prepared by DOH. These reports are snapshots of some aspects of your program. When you reviewed and reflected on the data in the data dashboard or the data quality report, what stood out to you? What surprised you, or what concerned you about the data you received. Please reflect on both the data dashboard and the data quality report in general below.

**10.2.** Reflecting on your enrollment, what successes and challenges have you faced in meeting your contract recruitment deliverables? Please include thoughts on recruitment, retention, early exits, etc.

**10.3.** Please describe any successes or challenges from last quarter in data management or data use. Indicate how these affect staff and/or program practice.

### **11. Q4: Describe your top one to three programmatic successes/outcomes from this year.**



# TANF Referral Worksheet

## 11. FOR TANF: TANF Referrals Worksheet

11.1. Please complete the following table for the reporting quarter for your TANF home visiting program

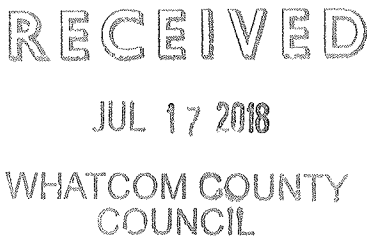
Cumulative TANF Families Served this Quarter	Current TANF Enrollees as of the last day of this Quarter	# Total TANF Referrals to your TANF HV Program to Date	# Total TANF Referrals from to your TANF HV Program CSO this Quarter	# Total Referrals to your TANF H Program from Other Source	# Total Referrals Resulting in Enrollment in your TANF HV Program

Average number of days from referral to first contact for all referrals	# Total Participants who Left Program by Graduating	# Total Participants who Left Program Without Completion	Summary of client exit reasons

<p>Please describe how you have been connecting and communicating with your CSO(s). Examples may include weekly phone calls, monthly case conferencing, or quarterly meetings.</p>

# WHATCOM COUNTY COUNCIL AGENDA BILL

NO. 2018-219

CLEARANCES	Initial	Date	Date Received in Council Office	Agenda Date	Assigned to:
Originator:	SW	07/13/18	<div style="text-align: center;">  </div>	07/24/18	Finance Committee
Division Head:				7/24/18	Council
Dept. Head:					
Prosecutor:					
Purchasing/Budget:	BB	7/13/18			
Executive: TJS		7/16/18			
<b>TITLE OF DOCUMENT:</b> Approval to Award Bid #18-25, Rental Rates for Maintenance and Construction Equipment Without Operators					
<b>ATTACHMENTS:</b> Memo from Finance					
SEPA review required? ( ) Yes ( x ) NO SEPA review completed? ( ) Yes ( x ) NO			Should Clerk schedule a hearing? ( ) Yes ( x ) NO Requested Date:		
<b>SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:</b> (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.)					
<p>Administrative Services is requesting approval to award Bid #18-25, Rental Rates for Maintenance and Construction Equipment Without Operators to all bidders. The award for each vendor will not exceed \$100,000.00. The intent of this bid is to obtain firm pricing on rental equipment that could be used by Public Works and any other department that may need to rent equipment for regular projects or emergencies. When equipment is needed, the County will select it from the list, based on equipment availability and suitability, with preference to low bidders.</p>					
<b>COMMITTEE ACTION:</b>			<b>COUNCIL ACTION:</b>		
<b>Related County Contract #:</b>		<b>Related File Numbers:</b>		<b>Ordinance or Resolution Number:</b>	
<b>Please Note:</b> Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County's website at: <a href="http://www.co.whatcom.wa.us/council">www.co.whatcom.wa.us/council</a> .					

**WHATCOM COUNTY  
ADMINISTRATIVE SERVICES**

**FINANCE/ACCOUNTING**  
Whatcom County Courthouse  
311 Grand Avenue, Suite #503  
Bellingham WA 98225-4082  
Brad Bennett, Finance Manager

**DATE:** July 13, 2018  
**TO:** Jack Louws, County Executive  
**FROM:** Brad Bennett, Administrative Services Finance Manager  
**SUBJECT:** Award of Bid #18-25, Rental of Equipment Without Operator

**RECEIVED**

**JUL 13 2018**

**JACK LOUWS  
COUNTY EXECUTIVE**

• **BACKGROUND**

The purpose of this bid is to establish prices and identify firms that are interested in providing maintenance and construction equipment for rent to the County on an on-call basis.

Public Works and other departments will select equipment for rent from the list. The selection will be based on equipment availability and suitability, with preference to the low bidder. The following companies submitted bids on Tuesday April 17, 2018. A list of available equipment and labor rates is attached.

- United Rentals
- NW Heavy Equipment Repair
- Star Rentals
- S&S Equipment & Repair
- PacWest Machinery
- Birch Equipment
- Herc Rentals

Rentals will be made on an as-needed basis. Administrative Services is requesting approval to award to all bidders. The award for each vendor will not exceed \$100,000.00.

I concur with the recommendation.

  
AS Finance Manager

Approved as Recommended:

\_\_\_\_\_  
County Executive

Date of Council Action \_\_\_\_\_

Whatcom County Bid #18-25  
Rental Rates for Equipment Without Operator

Group 1 - Gravel Dump Trucks						
10-Yard 3-Axle Dump Truck						
Bidder Information	Description	Units	Daily	Wkly	Minthly	
Herc Rentals	No Auto-tarp		\$ 543.00	\$ 1,733.00	\$ 4,600.00	
Phone 360-734-2900						
Location Bellingham						
Mobilization \$130 per hour						
United Rentals	Yes Auto-tarp		\$ 650.00	\$ 1,546.21	\$ 3,981.66	
Phone 360-647-7800						
Location Bellingham						
Mobilization \$125 per hour						
12-Yard 4-Axle Dump Truck						
No Bid						
18-Yard 5-Axle Dump Truck & Pony Trailer						
No Bid						
22-Yard 7-Axle Dump Truck & Pony Trailer						
No Bid						
End Dump Tubs (greater than 15 yards)						
No Bid						
Group 2 - Rock Dump Trucks						
10-Yard 3-Axle Dump Truck						
No Bid						
12-Yard 4-Axle Dump Truck						
No Bid						
End Dump Tubs (greater than 15 yards)						
No Bid						

Whatcom County Bid #18-25  
Rental Rates for Equipment Without Operator

<b>Group 3 - Side Dump Trucks</b>	
10-Yard 3-Axle Dump Truck	No Bid
12-Yard 4-Axle Dump Truck	No Bid
18-Yard 5-Axle Dump Truck & Pony Trailer	No Bid
22-Yard 7-Axle Dump Truck & Pony Trailer	No Bid
End Dump Tubs (greater than 15 yards)	No Bid
<b>Group 4 - Lowboy &amp; Pup Trailer</b>	
2-Axle Lowboy Trailer	No Bid
3-Axle Lowboy Trailer	No Bid
4-Axle Lowboy Trailer	No Bid
Pup Trailer	No Bid
2-Axle Pup Trailer with Truck	No Bid
3-Axle Pup Trailer with Truck	No Bid
4-Axle Pup Trailer with Truck	No Bid

Whatcom County Bid #18-25  
Rental Rates for Equipment Without Operator

<b>Group 5 - Semi-Bottom Dump Truck</b>						
18-yard Belly Dump 2-Axle Trailer						
No Bid						
20-yard Belly Dump 3-Axle Trailer						
No Bid						
<b>Group 6 - Off-Road Dump Truck</b>						
No Bid						
<b>Group 7 - Front End Loader</b>						
1-cubic yard						
<b>Bidder Information</b>	<b>Description</b>	<b>Units</b>	<b>Daily</b>	<b>Wkly</b>	<b>Monthly</b>	
NW Heavy Equipment Repair		1	\$ 260.00	\$ 1,040.00	\$ 3,120.00	
Phone 360-676-9331						
Location Bellingham						
Mobilization \$75 per hour						
2-cubic yard						
<b>Bidder Information</b>	<b>Description</b>	<b>Units</b>	<b>Daily</b>	<b>Wkly</b>	<b>Monthly</b>	
PacWest Machinery, LLC	Volvo L60	5			\$ 4,590.00	
Phone 206-762-5933						
Location Kent						
Mobilization FOB Whatcom Co.						
Star Rentals Inc.		6	\$ 460.75	\$ 1,572.50	\$ 2,800.00	
Phone 360-255-2020						
Location Ferndale						
Mobilization \$100 Round Trip						
United Rentals		4	\$ 500.00	\$ 1,679.43	\$ 4,545.00	
Phone 360-647-7800						
Location Bellingham						
Mobilization \$125 per hour						

Whatcom County Bid #18-25  
Rental Rates for Equipment Without Operator

Group 7 - Front End Loader (continued)						
3-cubic yard						
Bidder Information		Description	Units	Daily	Wkly	Mnthly
<b>Birch Equipment Rental &amp; Sales</b>			1	\$ 475.00	\$ 1,475.00	\$ 4,425.00
Phone	360-734-5717					
Location	Bellingham					
Mobilization	\$120 per hour					
<b>Herc Rentals</b>			9	\$ 481.00	\$ 1,437.00	\$ 4,250.00
Phone	360-734-2900					
Location	Bellingham					
Mobilization	\$130 per hour					
<b>NW Heavy Equipment Repair</b>			1	\$ 360.00	\$ 1,440.00	\$ 4,320.00
Phone	360-676-9331					
Location	Bellingham					
Mobilization	\$110 per hour					
<b>PacWest Machinery, LLC</b>		Volvo L70	5			\$ 5,015.00
Phone	206-762-5933					
Location	Kent					
Mobilization	FOB Whatcom Co.					
<b>United Rentals</b>			8	\$ 500.00	\$ 1,853.09	\$ 4,870.34
Phone	360-647-7800					
Location	Bellingham					
Mobilization	\$125 per hour					



Whatcom County Bid #18-25  
Rental Rates for Equipment Without Operator

Group 7 - Front End Loader (continued)							
4-cubic yard							
Bidder Information		Description	Units	Daily	Wkly	Mnthly	
Herc Rentals			7	\$ 607.00	\$ 1,830.00	\$ 5,500.00	
Phone	360-734-2900						
Location	Bellingham						
Mobilization	\$130 per hour						
PacWest Machinery, LLC		Volvo L110	6			\$ 7,055.00	
Phone	206-762-5933						
Location	Kent						
Mobilization	FOB Whatcom Co.						
United Rentals			4	\$ 1,084.59	\$ 2,708.37	\$ 6,404.51	
Phone	360-647-7800						
Location	Bellingham						
Mobilization	\$125 per hour						
5-cubic yard							
Bidder Information		Description	Units	Daily	Wkly	Mnthly	
PacWest Machinery, LLC		Volvo L150	7			\$ 9,775.00	
Phone	206-762-5933						
Location	Kent						
Mobilization	FOB Whatcom Co.						

Whatcom County Bid #18-25  
Rental Rates for Equipment Without Operator

Group 8 - Road Grader									
No Bid									
Group 9 - Dozer									
D-3 Dozer									
Bidder Information		Description	Rippers	Units	Daily	Wkly	Mnthly		
Birch Equipment Rental & Sales		John Deere 450	No	N/A	\$ 325.00	\$ 990.00	\$ 2,990.00	\$ 2,990.00	
Phone	360-734-5717								
Location	Bellingham								
Mobilization	\$120 per hour								
Herc Rentals		John Deere 450	Yes	4	\$ 320.00	\$ 950.00	\$ 2,925.00	\$ 2,925.00	
Phone	360-734-2900								
Location	Bellingham								
Mobilization	\$130 per hour								
NW Heavy Equipment Repair		CAT D3G X; JD450J Lt	Yes	2	\$ 260.00	\$ 1,000.00	\$ 3,000.00	\$ 3,000.00	
Phone	360-676-9331								
Location	Bellingham								
Mobilization	\$75 or \$110 per hour								
United Rentals		John Deere 450K	Yes	3	\$ 511.13	\$ 1,339.36	\$ 3,304.43	\$ 3,304.43	
Phone	360-647-7800								
Location	Bellingham								
Mobilization	\$125 per hour								

Whatcom County Bid #18-25  
Rental Rates for Equipment Without Operator

Group 9 - Dozer (continued)											
D-5 Dozer											
No Bid											
D-6 Dozer											
Birch Equipment Rental & Sales		John Deere 650	Yes	N/A	\$	495.00	\$	1,495.00	\$	4,490.00	
Phone	360-734-5717										
Location	Bellingham										
Mobilization	\$120 per hour										
Herc Rentals		John Deere 750-LPG Cab	Yes	1	\$	784.00	\$	2,647.00	\$	6,734.00	
Phone	360-734-2900										
Location	Bellingham										
Mobilization	\$130 per hour										
NW Heavy Equipment Repair		Cat D5G LGP (20,359 lbs)	No	1	\$	375.00	\$	1,500.00	\$	4,500.00	
Phone	360-676-9331										
Location	Bellingham										
Mobilization	\$75 or \$110 per hour										
D-7 Dozer											
Bidder Information		Description	Rippers	Units	Daily	Wkly	Minthly				
NW Heavy Equipment Repair		JD650JLT	Yes	1	\$	328.00	\$	1,280.00	\$	3,600.00	
Phone	360-676-9331										
Location	Bellingham										
Mobilization	\$75 or \$110 per hour										

Whatcom County Bid #18-25  
Rental Rates for Equipment Without Operator

Group 9 - Dozer (continued)							
D-8 Dozer							
No Bid							
Miscellaneous Dozer							
Bidder Information	Description	Rippers	Units	Daily	Wkly	Mnthly	
United Rentals	John Deere 650K	Yes	6	\$ 752.00	\$ 2,042.00	\$ 6,525.00	
Phone 360-647-7800							
Location Bellingham							
Mobilization \$125 per hour							

Whatcom County Bid #18-25  
Rental Rates for Equipment Without Operator

Group 10, 11, 12, 13 - Excavator												
Bidder Information		Group #	Description	Unit Weight	Bucket Size	Lift Capacity	Thumb	Units	Hourly	Daily	Wkly	Mnthly
Birch Equipment Rental & Sales 360-734-5717 Bellingham Mobilization \$120 per hour		10	JD 17	4,100	9, 12, 16		Yes	N/A		\$ 195.00	\$ 670.00	\$ 1,750.00
			JD 35	7,800	12, 24, 42 clean		Yes	N/A		\$ 275.00	\$ 890.00	\$ 2,520.00
			JD 50	10,800	12, 24, 48 clean		Yes	N/A		\$ 350.00	\$ 1,290.00	\$ 3,290.00
			JD 85	19,250	24 tooth, 48 clean		Yes	N/A		\$ 400.00	\$ 1,380.00	\$ 4,190.00
			JD 135	32,000	36 tooth, 60 clean		Yes	N/A		\$ 550.00	\$ 1,690.00	\$ 4,790.00
			JD 160	39,000	42 tooth, 60 clean		Yes	N/A		\$ 690.00	\$ 2,275.00	\$ 5,850.00
			JD 245	57,000	42 tooth, 66 clean		Yes	N/A		\$ 790.00	\$ 2,395.00	\$ 7,299.00
			JD 350	78,000	48 tooth, 72 clean		Yes	N/A		\$ 1,290.00	\$ 3,700.00	\$ 11,100.00
			Bobcat E20	3,500	12-24"	1,000	Yes	19		\$ 159.00	\$ 610.00	\$ 1,375.00
			Bobcat E26	5,700	12-30"	2,000	Yes	18		\$ 159.00	\$ 610.00	\$ 1,380.00
Herc Rentals 360-734-2900 Bellingham Mobilization \$130 per hour		10	Bobcat E35	7,500	12-36"	2,500	Yes	42		\$ 177.00	\$ 639.00	\$ 1,425.00
			Bobcat E50	10,500	12-36"	4,500	Yes	37		\$ 235.00	\$ 655.00	\$ 1,790.00
			JD85	19,500	12-36"	6,300	Yes	28		\$ 318.00	\$ 938.00	\$ 2,850.00
			JD135	32,000	18-60"	12,000	Yes	22		\$ 475.00	\$ 1,375.00	\$ 4,000.00
			JD200	49,000	24-60"	21,000	Yes	17		\$ 566.00	\$ 1,678.00	\$ 4,900.00
			John Deere 225	53,000	24-60"	21,000	Yes	7		\$ 745.00	\$ 2,250.00	\$ 6,165.00
			Note *****Bucket Charges Apply*****									
			Kubota KX057-4	12,200	12, 24, 48" c/o		Yes	2		\$ 250.00	\$ 1,000.00	\$ 3,000.00
			Kubota KX040-4	9,500	12, 24, 36" c/o		Yes	3		\$ 190.00	\$ 760.00	\$ 2,280.00
			Kubota U17	3,700	1, 12, 18, 24" c/o		No	2		\$ 153.00	\$ 612.00	\$ 1,536.00
NW Heavy Equipment Repair 360-676-9331 Bellingham Mobilization \$75 or \$110 per hour (Kubota) \$110 or \$125 per hour (Hitachi) plus pilot cars & permits		10	Kubota K008	2,000	8, 12, 16"		No	1		\$ 144.00	\$ 576.00	\$ 1,500.00
			Hitachi ZX330	80,000	54, 72" c/o		Yes	1		\$ 765.00	\$ 3,060.00	\$ 8,500.00
			Hitachi ZX245-6US	64,000	42, 66" c/o		Yes	1		\$ 675.00	\$ 2,400.00	\$ 6,500.00
			Hitachi ZX200	50,000	42, 60" c/o		Yes	1		\$ 488.00	\$ 1,950.00	\$ 5,800.00
			Hitachi ZX160	38,000	36, 60" c/o		Yes	2		\$ 400.00	\$ 1,400.00	\$ 4,000.00
			Hitachi ZX135US	31,000	36, 60" c/o		Yes	1		\$ 375.00	\$ 1,350.00	\$ 3,200.00
			Hitachi ZX120	29,000	24, 36, 60" c/o		Yes	2		\$ 361.00	\$ 1,300.00	\$ 3,100.00
			CAT 308e2 w/ bladerubber inserts on pads	19,000	24, 48" c/o		Yes	1		\$ 280.00	\$ 1,120.00	\$ 2,750.00
			Hitachi ZX70 w/ blade	17,000	24, 48" c/o		Yes	1		\$ 280.00	\$ 1,120.00	\$ 2,750.00
		11		Kubota KX057-4	12,200				2		\$ 250.00	\$ 100.00
		Kubota KX040-4	9,500				3		\$ 190.00	\$ 760.00	\$ 2,280.00	

Whatcom County Bid #18-25  
Rental Rates for Equipment Without Operator

**Group 10, 11, 12, 13 - Excavator (continued)**

Group #		Description	Unit Weight	Bucket Size	Lift Capacity	Thumb	Units	Hourly	Daily	Wkly	Monthly
10	PacWest Machinery, LLC 206-762-5933 Kent FOB Whatcom Co.	Volvo EC140	31,660	Varies	8,020	Yes	6				\$ 4,590.00
		Volvo ECR145	33,950	Varies	7,950	Yes	6				\$ 4,845.00
		Volvo EC160	39,390	Varies	10,820	Yes	6				\$ 5,185.00
		Volvo EC220	49,490	Varies	17,270	Yes	6				\$ 6,375.00
		Volvo ECR235	55,780	Varies	16,650	Yes	5				\$ 6,630.00
		Volvo EC250	59,290	Varies	21,280	Yes	4				\$ 7,140.00
		Volvo EC300	68,330	Varies	24,190	Yes	5				\$ 8,245.00
		Volvo ECR305	76,270	Varies	25,460	Yes	2				\$ 8,925.00
		Volvo EC350	82,180	Varies	31,900	Yes	1				\$ 10,200.00
		Volvo EC380	87,640	Varies	35,560	Yes	1				\$ 11,730.00
10	S&S Equipment & Repair 360-966-3561 Everson \$50 per hour	Volvo EC480	107,640	Varies	40,370	Yes	2				\$ 13,260.00
		Volvo EC160 - smaller extra buckets		Varies			Varies				\$ 595.00
		Volvo EC220 - 300 extra bucket		Varies			Varies				\$ 680.00
		Volvo EC350 - 380 extra bucket		Varies			Varies				\$ 807.50
		Volvo EC480 - extra bucket		Varies			Varies				\$ 850.00
		CAT 303	8,000	16"	3,100	Yes	1	\$ 25.00	\$ 180.00	\$ 720.00	\$ 2,680.00
10	Star Rentals Inc. 360-255-2020 Ferndale \$100 Round Trip	TAKEUCHI TB216	4,000	12"	1,552	Yes	24		\$ 190.00	\$ 654.50	\$ 1,540.00
		TAKEUCHI TB230	6,500	<24"	2,031	Yes	23		\$ 218.50	\$ 760.75	\$ 1,750.00
		TAKEUCHI TB235 / TB240	7,500	<36"	2,666	Yes	33		\$ 223.25	\$ 769.25	\$ 1,806.00
		TAKEUCHI TB250 / TB260	12,000	<36"	4,296	Yes	28		\$ 294.50	\$ 1,007.25	\$ 2,380.00
		TAKEUCHI TB290	18,000	<40"	6,728	Yes	11		\$ 332.50	\$ 1,160.25	\$ 2,730.00
		JOHN DEERE JD85G	18,000	<48"	6,902	Yes	2		\$ 332.50	\$ 1,160.25	\$ 2,730.00
		JOHN DEERE JD130	28,000	60"	10,500	Yes	1		\$ 375.25	\$ 1,296.25	\$ 3,080.00
		Takeuchi TB280	19,000	Variety		Yes	15		\$ 476.00	\$ 1,503.00	\$ 3,810.00
		John Deere 130G	25,000	Variety		Yes	3		\$ 619.00	\$ 1,755.27	\$ 4,436.94
		John Deere 135G	35,000	Variety		Yes	12		\$ 652.00	\$ 1,993.00	\$ 5,101.00
11	United Rentals 360-647-7800 Bellingham \$125 per hour	John Deere 225	55,000	Variety		Yes	15		\$ 819.00	\$ 2,548.00	\$ 6,737.00
		John Deere 350G	70,000	Variety		Yes	4		\$ 1,291.00	\$ 3,480.00	\$ 10,015.00
		Takeuchi TB235RA	7,500				24		\$ 283.96	\$ 760.18	\$ 1,767.10
		Bobcat E35	10,000				24		\$ 321.83	\$ 916.84	\$ 2,104.85
		Takeuchi Tb290	15,000				10		\$ 439.47	\$ 1,266.96	\$ 2,947.61

Whatcom County Bid #18-25  
Rental Rates for Equipment Without Operator

<b>Group 14 - Log Loader with Hydraulic Grapple</b>						
No Bid						
<b>Group 15 - Scraper</b>						
No Bid						
<b>Group 16 - Shoulder Spreader</b>						
No Bid						
<b>Group 17A - Broom, Regenerative Air Sweeper, Vacuum Truck Sweeper, &amp; Self-Propelled Broom</b>						
Bidder Information	Description	Units	Daily	Wkly	Minthly	
<b>Birch Equipment Rental &amp; Sales</b>	<i>Laymor Sweeper, 8ft</i>	N/A	\$ 540.00	\$ 1,490.00	\$ 4,625.00	
Phone 360-734-5717						
Location Bellingham						
Mobilization \$120 per hour						
<b>Herc Rentals</b>	<i>Laymor SM400 / Broce KR350 (4 wheel &amp; cab)</i>	6	\$ 255.00	\$ 700.00	\$ 1,620.00	
Phone 360-734-2900						
Location Bellingham						
Mobilization \$130 per hour						
<b>NW Heavy Equipment Repair</b>	<i>CAT 903c2 wheel loader w/ containment broom</i>	1	\$ 370.00	\$ 1,480.00	\$ 4,440.00	
Phone 360-676-9331	<i>CAT 259B or D track loader w/ containment broom</i>	2	\$ 340.00	\$ 1,360.00	\$ 4,000.00	
Location Bellingham	<i>Bobcat S130 w/ containment broom</i>	1	\$ 265.00	\$ 1,060.00	\$ 3,000.00	
Mobilization \$75 or \$110 per hour						
<b>PacWest Machinery, LLC</b>	<i>TYMCO 600BAH Regen Sweeper</i>	4			\$ 9,000.00	
Phone 206-762-5933	<i>TYMCO 500X Regen Sweeper</i>	2			\$ 9,500.00	
Location Kent	<i>Gutter Brooms must be replaced upon return as new.</i>					
Mobilization FOB Whatcom Co.						
<b>Star Rentals Inc.</b>	<i>Bobcat S130 Skid Steer Loader w/ sweeper attachment</i>	45	\$ 242.25	\$ 824.50	\$ 1,750.00	
Phone 360-255-2020						
Location Ferndale						
Mobilization \$100 Round Trip						
<b>United Rentals</b>	<i>Lay-Mor SM300</i>	36	\$ 276.30	\$ 813.81	\$ 1,835.80	
Phone 360-647-7800						
Location Bellingham						
Mobilization \$125 per hour						



Whatcom County Bid #18-25  
Rental Rates for Equipment Without Operator

Group 17B - Broom, Side Cast with Cab									
PacWest Machinery, LLC		Broce 350		3				\$ 3,000.00	
Phone 206-762-5933		Broce MK-1		1				\$ 6,500.00	
Location Kent		Rental plus \$90.00/inch broom wear							
Mobilization FOB Whatcom Co.									
United Rentals		Broce Manufacturing		4		\$ 443.00		\$ 1,326.00	
Phone 360-647-7800									
Location Bellingham									
Mobilization \$125 per hour									

Whatcom County Bid #18-25  
Rental Rates for Equipment Without Operator

Group 18A - Steel Roller										
Bidder Information		Description	Unit Weight	Roller Width	Vibrate	Units	Hrly	Daily	Wkly	Mnthly
Birch Equipment Rental & Sales 360-734-5717 Bellingham \$120 per hour	Phone	BW 900	2,639	35"	Yes	N/A		\$ 245.00	\$ 795.00	\$ 1,995.00
	Location	Bomag 47"	5,732	47"	Yes	N/A		\$ 275.00	\$ 820.00	\$ 2,455.00
	Mobilization									
Herc Rentals 360-734-2900 Bellingham \$130 per hour	Phone	Wacker RD12A	2,500	36"	Yes	15		\$ 170.00	\$ 575.00	\$ 1,250.00
	Location	Volvo DD25	6,600	48"	Yes	12		\$ 175.00	\$ 590.00	\$ 1,325.00
	Mobilization									
NW Heavy Equipment Repair 360-676-9331 Bellingham \$75 or \$110 per hour	Phone	Dynapac CC1200	5,962	47"	Yes	1		\$ 153.00	\$ 612.00	\$ 1,800.00
	Location	Vibromax 260	5,940	47"	Yes	1		\$ 153.00	\$ 612.00	\$ 1,800.00
	Mobilization									
PacWest Machinery, LLC 206-762-5933 Kent FOB Whatcom Co.	Phone	Volvo DD25	5,776	39/47"	Yes	6				\$ 4,590.00
	Location	Volvo DD30	7,164	49.2"	Yes	6				\$ 4,845.00
	Mobilization	Volvo DD35	8,510	54.1"	Yes	6				\$ 5,185.00
		Volvo DD110	24,807	66.9"	Yes	6				\$ 6,375.00
		Volvo DD120	28,008	78.7"	Yes	5				\$ 6,630.00
		Volvo DD140	31,390	55.1"	Yes	4				\$ 7,140.00
Star Rentals Inc. 360-255-2020 Ferndale	Phone	Bomag BW124DH	7,010	48"	Yes	3		\$ 199.50	\$ 646.00	\$ 1,526.00
	Location	Bomag BW145D	11,785	56"	Yes	7		\$ 261.25	\$ 862.75	\$ 2,030.00
	Mobilization									
United Rentals 360-647-7800 Bellingham \$125 per hour	Phone	Wacker RD12-90	3,000	36"	Yes	24		\$ 227.00	\$ 612.00	\$ 1,589.00
	Location	Hamm H71	14,500	66"	Yes	12		\$ 478.91	\$ 1,313.90	\$ 3,129.51
	Mobilization	Hamm H101	22,675	84"	Yes	10		\$ 567.00	\$ 1,649.36	\$ 4,195.45

Whatcom County Bid #18-25  
Rental Rates for Equipment Without Operator

Group 18B - Pneumatic Roller									
Bidder Information			Description	Unit Weight	Roller Width	Units	Daily	Wkly	Minthly
Birch Equipment Rental & Sales			Bomag 66"	15,355	66"	N/A	\$ 425.00	\$ 1,290.00	\$ 3,820.00
Phone	360-734-5717								
Location	Bellingham								
Mobilization	\$120 per hour								
NW Heavy Equipment Repair			Vibromax 1105	28,000	84"	2	\$ 310.00	\$ 1,240.00	\$ 3,720.00
Phone	360-676-9331		Vibromax 605	15,000	68"	2	\$ 230.00	\$ 920.00	\$ 2,760.00
Location	Bellingham								
Mobilization	\$110 per hour								
PacWest Machinery, LLC			Volvo PT125	25,000	68"	4			\$ 6,300.00
Phone	206-762-5933								
Location	Kent								
Mobilization	FOB Whatcom Co.								
Group 18C - Sheepsfoot Roller									
Bidder Information			Description	Unit Weight	Roller Width	Units	Daily	Wkly	Minthly
Birch Equipment Rental & Sales			Bomag 33.5"	3,495	33.5"	N/A	\$ 245.00	\$ 795.00	\$ 1,995.00
Phone	360-734-5717								
Location	Bellingham								
Mobilization	\$90 per hour								
NW Heavy Equipment Repair			Vibromax 1105	28,500	84"	1	\$ 350.00	\$ 1,400.00	\$ 4,200.00
Phone	360-676-9331		Vibromax 605	15,500	68"	1	\$ 270.00	\$ 1,080.00	\$ 3,240.00
Location	Bellingham								
Mobilization	\$110 per hour								
PacWest Machinery, LLC			Volvo SD115	25,615	84"	2			\$ 5,900.00
Phone	206-762-5933								
Location	Kent								
Mobilization	FOB Whatcom Co.								
United Rentals			Hamm H71	14,500	66"	12	\$ 478.91	\$ 1,313.90	\$ 3,129.51
Phone	360-647-7800		HammH101	22,675	84"	10	\$ 567.00	\$ 1,649.36	\$ 4,195.45
Location	Bellingham								
Mobilization	\$125 per hour								

Whatcom County Bid #18-25  
Rental Rates for Equipment Without Operator

Group 19 - Mobile Crane						
Bidder Information	Description	Size in tons	Boom Length	Daily	Wkly	Monthly
Star Rentals Inc.	Elliot Truck-Mounted	15	95'	\$ 470.25	\$ 1,542.75	\$ 3,605.00
Phone 360-255-2020 Location Ferndale Mobilization \$100 Round Trip	Peterbuilt Truck-Mounted	18	95'	\$ 574.75	\$ 1,874.25	\$ 4,410.00
United Rentals	Manitex 1770C	17	70-100'	\$ 678.14	\$ 1,834.49	\$ 4,573.84
Phone 360-647-7800 Location Bellingham Mobilization \$125 per hour						
Group 20 - Pile Driver						
No Bid						
Group 21 - Dragline or Clam						
No Bid						
Group 22 - Layton Box						
No Bid						
Group 23 - Pavement Pulverizer						
No Bid						
Group 24 - Self-Loading Ditch Cleaner						
No Bid						
Group 25 - Hydro-Seeder						
No Bid						

Whatcom County Bid #18-25  
Rental Rates for Equipment Without Operator

Group 26 - Backhoe						
Bidder Information	Description	Units	Daily	Wkly	Mnthly	
Birch Equipment Rental & Sales	310 John Deere	N/A	\$ 210.00	\$ 1,045.00	\$ 2,483.00	
Phone 360-734-5717	580 Case	N/A	\$ 310.00	\$ 1,090.00	\$ 2,745.00	
Location Bellingham						
Mobilization \$120 per hour						
Herc Rentals	JD310/Case 580, 4WD, Ext	36	\$ 242.00	\$ 727.00	\$ 1,950.00	
Phone 360-734-2900	Case 590, 4WD, Ext, Cab	4	\$ 421.00	\$ 1,163.00	\$ 3,150.00	
Location Bellingham						
Mobilization \$130 per hour						
NW Heavy Equipment Repair	JD310 SG 4x4, 12", 24", 36" c/o bkts	1	\$ 180.00	\$ 720.00	\$ 2,160.00	
Phone 360-676-9331	JD310 SG 4x4 w/ hoepack	1	\$ 255.00	\$ 1,020.00	\$ 3,060.00	
Location Bellingham	Kubota B26 4x4	1	\$ 165.00	\$ 660.00	\$ 1,800.00	
Mobilization \$75 or \$110 per hour						
Star Rentals Inc.	John Deere 310Sk 4x4	5	\$ 251.75	\$ 858.50	\$ 2,030.00	
Phone 360-255-2020	Case 580SN Extendahoe 4x4	4	\$ 251.75	\$ 858.50	\$ 2,030.00	
Location Ferndale						
Mobilization \$100 Round Trip						
United Rentals	Case 580N ext-a-hoe	24	\$ 310.34	\$ 838.93	\$ 1,930.46	
Phone 360-647-7800						
Location Bellingham						
Mobilization \$125 per hour						

Whatcom County Bid #18-25  
Rental Rates for Equipment Without Operator

Group 27 - Tractor Mounted Mower & Brush Cutter								
Rotary/Rear Mount								
Bidder Information		Description	Reach Length	Units	Hourly	Daily	Wkly	Mnthly
NW Heavy Equipment Repair		Kubota B26 w/ 48" brush hog		1		\$ 165.00	\$ 660.00	\$ 1,800.00
Phone	360-676-9331							
Location	Bellingham							
Mobilization	\$75 or \$110 per hour							
Star Rentals Inc.		Kubota L3200ST		11		\$ 209.00	\$ 705.50	\$ 1,802.50
Phone	360-255-2020	w/Modern Mower Attachment	60"	11		\$ 57.00	\$ 246.50	\$ 462.00
Location	Ferndale							
Mobilization	\$100 Round Trip							
Flail/Rear Mount								
No Bid								
Rotary/Shoulder								
No Bid								
Flail/Shoulder								
No Bid								
Rotary/Longarm								
No Bid								
Flail/Longarm								
Bidder Information		Description	Reach Length	Units	Hourly	Daily	Wkly	Mnthly
NW Heavy Equipment Repair		Kubota KX057-4 w/40" Flail		1		\$ 382.00	\$ 1,500.00	\$ 4,400.00
Phone	360-676-9331							
Location	Bellingham							
Mobilization	\$75 or \$110 per hour							

Whatcom County Bid #18-25  
Rental Rates for Equipment Without Operator

Group 28 - Skid-Steer Mounted Mower & Brush Cutter									
Bidder Information		Description	Reach Length	Units	Hourly	Daily	Wkly	Mnthly	
Herc Rentals		Bobcat T590, Tracks		14		\$ 215.00	\$ 620.00	\$ 1,395.00	
Phone	360-734-2900	Brush Mower	72"	6		\$ 125.00	\$ 395.00	\$ 1,000.00	
Location	Bellingham								
Mobilization	\$130 per hour								
NW Heavy Equipment Repair		Cat 259D trackloader w/72" brushcutter		1		\$ 410.00	\$ 1,640.00	\$ 4,800.00	
Phone	360-676-9331								
Location	Bellingham								
Mobilization	\$75 or \$110 per hour								
S&S Equipment & Repair		CAT 246 Skid Steer	8'	1	\$ 25.00	\$ 170.00	\$ 700.00	\$ 2,600.00	
Phone	360-966-3561								
Location	Everson								
Mobilization	\$50 per hour								



Whatcom County Bid #18-25  
Rental Rates for Equipment Without Operator

<b>Group 29 - Roadside Mower</b>						
No Bid						
<b>Group 30 - Walking Leg-Type Heavy Duty Brush Cutter</b>						
No Bid						
<b>Group 31 - Sewer Jet</b>						
No Bid						
<b>Group 32 - Water Truck</b>						
<b>Bidder Information</b>		<b>Description</b>	<b>Units</b>	<b>Daily</b>	<b>Wkly</b>	<b>Mnthly</b>
<b>Herc Rentals</b>		IH 4200-WT 2000 Gallon	9	\$ 326.00	\$ 1,050.00	\$ 2,625.00
<b>Phone</b>	360-734-2900	IH 7400-WT 4000 Gallon	8	\$ 525.00	\$ 1,900.00	\$ 4,200.00
<b>Location</b>	Bellingham					
<b>Mobilization</b>	\$130 per hour					
<b>Star Rentals Inc.</b>		International 2500 Gallon	12	\$ 308.75	\$ 1,105.00	\$ 2,730.00
<b>Phone</b>	360-255-2020	International 3750 Gallon	2	\$ 403.75	\$ 1,445.00	\$ 3,570.00
<b>Location</b>	Ferndale					
<b>Mobilization</b>	\$100 Round Trip					
<b>United Rentals</b>		2,000 Gallon Water Truck	12	\$ 367.80	\$ 1,142.21	\$ 2,508.06
<b>Phone</b>	360-647-7800	4,000 Gallon Water Truck	15	\$ 524.00	\$ 1,723.36	\$ 4,046.38
<b>Location</b>	Bellingham	500 Gallon Water Truck	60	\$ 123.95	\$ 371.86	\$ 805.70
<b>Mobilization</b>	\$125 per hour					

Whatcom County Bid #18-25  
Rental Rates for Equipment Without Operator

<b>Group 33 - Dust Retardant Truck</b>	
No Bid	

<b>Group 34 - Utility Boring Machine</b>	
<b>Bidder Information</b>	<b>Description</b>
Birch Equipment Rental & Sales	3" Boring Tool
Phone 360-734-5717	
Location Bellingham	
Mobilization \$90 per hour	
	Units N/A
	Daily \$ 250.00
	Wkly \$ 800.00
	Mnthly \$ 2,150.00

<b>Group 35 - Under Bridge Inspection Equipment</b>	
No Bid	

<b>Group 36 - Snow Removal Equipment</b>	
<b>Bidder Information</b>	<b>Description</b>
NW Heavy Equipment Repair	Cat 928G Wheel Loader Enclosed Cab, w/3 yd Bucket
Phone 360-676-9331	Cat 903C2 Wheel Loader Enclosed Cab, w/1 yd Bucket
Location Bellingham	Cat 259 B or D Track Loader w/ Enclosed Cab
Mobilization \$75 or \$110 per hour	
Star Rentals Inc.	Bobcat S130 Skid Steer Loader
Phone 360-255-2020	John Deere 310SK 4x4 Backhoe
Location Ferndale	Case 580SN Extendahoe Backhoe 4x4
Mobilization \$100 Round Trip	
	Units 1
	Daily \$ 360.00
	Wkly \$ 1,440.00
	Mnthly \$ 4,320.00
	Units 1
	Daily \$ 260.00
	Wkly \$ 1,040.00
	Mnthly \$ 3,120.00
	Units 2
	Daily \$ 190.00
	Wkly \$ 760.00
	Mnthly \$ 2,280.00
	Units 45
	Daily \$ 175.75
	Wkly \$ 599.25
	Mnthly \$ 1,225.00
	Units 3
	Daily \$ 251.75
	Wkly \$ 858.50
	Mnthly \$ 2,030.00
	Units 4
	Daily \$ 251.75
	Wkly \$ 858.50
	Mnthly \$ 2,030.00

Whatcom County Bid #18-25  
Rental Rates for Equipment Without Operator

Group 37 - Man Lift						
Bidder Information		Description	Units	Daily	Wkly	Monthly
Birch Equipment Rental & Sales		26' Scissor Genie	N/A	\$ 110.00	\$ 320.00	\$ 795.00
Phone	360-734-5717	45' Boom Lift Genie	N/A	\$ 260.00	\$ 825.00	\$ 2,380.00
Location	Bellingham	60' Boom Lift Genie	N/A	\$ 390.00	\$ 1,320.00	\$ 3,520.00
Mobilization	\$120 per hour	80' Boom Lift Genie	N/A	\$ 725.00	\$ 2,495.00	\$ 6,890.00
Herc Rentals		Genie S-40 / Genie Z-45	80	\$ 200.00	\$ 550.00	\$ 1,550.00
Phone	360-734-2900	Genie S-60 / Genie Z-60	42	\$ 285.00	\$ 795.00	\$ 2,150.00
Location	Bellingham	Genie S-80 / Genie Z-80	29	\$ 495.00	\$ 1,435.00	\$ 3,995.00
Mobilization	\$130 per hour	See attached "Aerial boom lift"				
Star Rentals Inc.		45' 4wd, Genie Z45/JLG 450AJ	56	\$ 213.75	\$ 731.00	\$ 1,435.00
Phone	360-255-2020	40'-42' 4wd, JLG 4000S/Skyjack SJ40T	107	\$ 242.25	\$ 820.25	\$ 1,610.00
Location	Ferndale	60' w/5' Jib 4wd, JLG 660SJ/Genie S65	33	\$ 437.00	\$ 1,126.50	\$ 2,646.00
Mobilization	\$100 Round Trip	125' 4wd, Genie S125	14	\$ 1,306.25	\$ 4,462.50	\$ 10,500.00
United Rentals		Genie Z45 4WD Boom	50	\$ 300.41	\$ 793.92	\$ 1,787.17
Phone	360-647-7800	Genie S60 4WD Boom	50	\$ 389.08	\$ 1,029.08	\$ 2,490.32
Location	Bellingham	Genie S80 4WD Boom	30	\$ 720.53	\$ 1,800.83	\$ 4,069.04
Mobilization	\$125 per hour	Genie S125 Boom 4WD Boom	25	\$ 1,301.09	\$ 3,511.43	\$ 8,229.19
Group 38 - Gas Powered Breaker-Rock Drill						
No Bid						

Whatcom County Bid #18-25  
Rental Rates for Equipment Without Operator

Group 39 - Forklift						
Bidder Information		Description	Units	Daily	Wkly	Mnthly
Birch Equipment Rental & Sales		K-25 Komatsu	N/A	\$ 150.00	\$ 495.00	\$ 1,190.00
Phone	360-734-5717	519 Gehl Reach FL	N/A	\$ 175.00	\$ 950.00	\$ 1,650.00
Location	Bellingham	842 Gehl Reach FL	N/A	\$ 285.00	\$ 1,290.00	\$ 2,190.00
Mobilization	\$120 per hour	1155 Gehl Reach FL	N/A	\$ 595.00	\$ 1,895.00	\$ 5,290.00
Herc Rentals		5K Warehouse DF	47	\$ 110.00	\$ 372.00	\$ 850.00
Phone	360-734-2900	5K Telehandler	31	\$ 250.00	\$ 750.00	\$ 1,750.00
Location	Bellingham	12K Telehandler	29	\$ 425.00	\$ 1,285.00	\$ 3,800.00
Mobilization	\$130 per hour	See attached "Forklift Pricing"				
Star Rentals Inc.		Gehl 10K 44' Reach	10	\$ 365.75	\$ 1,249.50	\$ 2,695.00
Phone	360-255-2020	Gehl 10K 55' Reach	59	\$ 403.75	\$ 1,372.75	\$ 3,234.00
Location	Ferndale					
Mobilization	\$100 Round Trip					
United Rentals		5,000 lb warehouse forklift	60+	\$ 181.00	\$ 537.82	\$ 1,142.21
Phone	360-647-7800	8,000 lb reach forklift 4WD	60+	\$ 399.98	\$ 1,080.06	\$ 2,499.90
Location	Bellingham	Note - Please call for more options				
Mobilization	\$125 per hour					

Whatcom County Bid #18-25  
Rental Rates for Equipment Without Operator

Group 40 - Trailer										
Bidder Information		Description	GVWR	Length	Hitch	Units	Daily	Wkly	Mnthly	
Birch Equipment Rental & Sales		Tilt - 14,000 lb Tilt	14,000	20'	2-5/16"	N/A	\$ 85.00	\$ 270.00	\$	695.00
Phone	360-734-5717									
Location	Bellingham									
Mobilization	\$120 per hour									
NW Heavy Equipment Repair		Tilt	5,000	12'6" deck	pintle	2	\$ 35.00	\$ 140.00	\$	420.00
Phone	360-676-9331									
Location	Bellingham									
Mobilization	\$75 per hour									
United Rentals		Tilt	12,000	18'	2-5/16"	25	\$ 72.00	\$ 230.50	\$	527.47
Phone	360-647-7800									
Location	Bellingham									
Mobilization	\$125 per hour									

Whatcom County Bid #18-25  
Rental Rates for Equipment Without Operator

Group 41 - Miscellaneous Equipment									
Bidder Information		Description	Units	Hourly	Daily	Wkly	Mnthly		
<b>Herc Rentals</b>									
Phone	360-734-2900								
Location	Bellingham								
Mobilization	\$130 per hour								
<b>NW Heavy Equipment Repair</b>									
Phone	360-676-9331	Vermeer BC1000XL 10" Chipper	1		\$ 225.00	\$ 900.00	\$ 2,500.00		
Location	Bellingham	Wacker Reversible Plate 800 lb Diesel Electric Start	1		\$ 128.00	\$ 512.00	\$ 1,536.00		
Mobilization	\$75 per hour	Wacker VP1340 Plate Compactor w/Water Tank, 168 lbs	1		\$ 48.00	\$ 192.00	\$ 576.00		
		Vibromax Jumping Jack, 128 lbs, gas	1		\$ 63.00	\$ 252.00	\$ 756.00		
		Vermeer S450TX Compact Track Loader, 36" Wide Dingo-Style, 25 hp diesel	1		\$ 160.00	\$ 640.00	\$ 1,920.00		
		Vermeer SC30TX Stump Grinder, 35" Wide, w/ trailer, 25hp gas	1		\$ 220.00	\$ 880.00	\$ 2,640.00		
<b>PacWest Machinery, LLC</b>									
Phone	206-762-5933	Road Tec Milling Cold Planer RX-300	3				\$ 22,000.00		
Location	Kent	Road Tec Milling Cold Planer RX-600	2				\$ 28,000.00		
Mobilization	FOB Whatcom Co.	Road Tec Shuttle Buggy SB-2500	2				\$ 30,000.00		
<b>S&amp;S Equipment &amp; Repair</b>									
Phone	360-966-3561	Post Hole Auger, 12"	1	\$ 15.00	\$ 110.00	\$ 440.00	\$ 1,600.00		
Location	Everson	Post Hole Auger, 18"	1	\$ 15.00	\$ 110.00	\$ 440.00	\$ 1,600.00		
Mobilization	\$50 per hour	Post Hole Auger, 24"	1	\$ 15.00	\$ 110.00	\$ 440.00	\$ 1,600.00		
		Wood Splitter	1	\$ 10.00	\$ 50.00	\$ 200.00	\$ 750.00		
		Pole Saw	unlimited	\$ 10.00	\$ 40.00	\$ 175.00	\$ 650.00		
		High Wheel Trimmer	1	\$ 10.00	\$ 30.00	\$ 120.00	\$ 460.00		
		Chain Saw	unlimited	\$ 10.00	\$ 40.00	\$ 175.00	\$ 650.00		
<b>Star Rentals Inc.</b>									
Phone	360-255-2020								
Location	Ferndale								
Mobilization	\$100 Round Trip								
<b>United Rentals</b>									
Phone	360-647-7800	Light tower - towable	100+		\$ 99.47	\$ 241.13	\$ 528.72		
Location	Bellingham	185cfm compressor - towable	100+		\$ 167.00	\$ 463.84	\$ 832.00		
Mobilization	\$125 per hour	Track Skid Steer - Bobcat T550	25+		\$ 305.55	\$ 920.98	\$ 2,031.57		
		Message Board - solar/towable	25+		\$ 266.25	\$ 627.94	\$ 1,120.64		
		Arrow Board - solar/towable	15+		\$ 95.74	\$ 276.30	\$ 568.84		
		25kva Generator - towable	45+		\$ 261.00	\$ 645.00	\$ 1,350.33		
		Rammer/lumping Jack	65+		\$ 91.95	\$ 271.47	\$ 578.79		
		Plate Compactor (std)	65+		\$ 88.85	\$ 238.37	\$ 563.42		
		2" submersible pump	60+		\$ 52.74	\$ 130.15	\$ 325.37		

Notes - See complete pricing

Notes - See attachment for list of equipment available

Notes - Please call for more trench, pumps, generators, and tool equipment

# WHATCOM COUNTY COUNCIL AGENDA BILL

NO. 2018-220

CLEARANCES	Initial	Date	Date Received in Council Office	Agenda Date	Assigned to:
Originator:	QKW	07/12/18	<div style="text-align: center;"> <p>RECEIVED</p> <p>JUL 17 2018</p> <p>WHATCOM COUNTY COUNCIL</p> </div>	7/24/18	Finance
Division Head:				7/24/18	Council
Dept. Head:	DSM	07/12/18			
Prosecutor:	DSM	07/12/18			
Purchasing/Budget:	BB	7/13/18			
Executive:	MS	7.17.18			

## TITLE OF DOCUMENT:

WESTLAW CONTRACT/SUBSCRIPTION PROSECUTOR'S OFFICE

## ATTACHMENTS:

SOLE SOURCE DESIGNATION OF THOMSON RESUTORS (WEST PUBLISHING)

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 attached contract/subscription renews and replaces last year's contract for on-line legal research, which lapses at the end of July. The term of the contract/subscription is 24 months and includes all discounts relating to a multi-year agreement. The renewal contract/subscription provides web-based access to proprietary legal materials giving our attorneys and staff a tool that facilitates effective and efficient legal research. The contract includes access to West Proflex, Peoplemap Premier and Company Investigator or Government, Draft Assistant for Government, West Legal Ed Center for government, National Primary Core for Government and Analytical Plus for Government all on Westlaw. Effectively, this contract extends our 2017 agreement two additional years.

## COMMITTEE ACTION:

## COUNCIL ACTION:

Related County Contract #:  
201707002

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).



# WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

201807010

Originating Department:		Whatcom County Prosecutor	
Division/Program: (i.e. Dept. Division and Program)		Click here to enter text: <u>Pros. Admin.</u>	
Contract or Grant Administrator:		N/A	
Contractor's / Agency Name:		Thomson Reuters (West Publishing0	
Is this a New Contract? Yes <input type="checkbox"/> No <input type="checkbox"/>		If not, is this an Amendment or Renewal to an Existing Contract? If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: <u>201707002</u>	
Does contract require Council Approval? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		If No, include WCC: (see Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		If yes, grantor agency contract number(s): _____ CFDA#: _____	
Is this contract grant funded? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		If yes, Whatcom County grant contract number(s): _____	
Is this contract the result of a RFP or Bid process? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Contract Cost Center: <u>2600</u>	
Is this agreement excluded from E-Verify? No <input type="checkbox"/> Yes <input checked="" type="checkbox"/>		If no, include Attachment D Contractor Declaration form.	
If YES, indicate exclusion(s) below:			
<input type="checkbox"/> Professional services agreement for certified/licensed professional. <input checked="" type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract work is for less than 120 days. <input type="checkbox"/> Interlocal Agreement (between Governments). <input type="checkbox"/> Contract for Commercial off the shelf items (COTS). <input type="checkbox"/> Work related subcontract less than \$25,000. <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.			
Contract Amount:(sum of original contract amount and any prior amendments): \$ _____		Council approval required for; all property leases, contracts or bid awards <b>exceeding \$40,000</b> , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, <b>except when:</b>	
This Amendment Amount: \$ <u>\$89,233 + \$7763 in tax two year term</u>		1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.	
Total Amended Amount: \$ <u>\$96,996</u>			
Summary of Scope: The attached contract/subscription renews and replaces last year's contract for on-line legal research, which lapses at the end of July. The term of the contract/subscription is 24 months and includes all discounts relating to a multi-year agreement. The renewal contract/subscription provides web-based access to proprietary legal materials giving our attorneys and staff a tool that facilitates effective and efficient legal research. The contract includes access to West Proflex, Peoplemap Premier and Company Investigator or Government, Draft Assistant for Government, West Legal Ed Center for government, National Primary Core for Government and Analytical Plus for Government all on Westlaw. Effectively, this contract extends our 2017 agreement two additional years. First year costs \$44,174 + tax of \$3,843 = \$48,017 and second year costs \$45,058 + tax of \$3,920 = \$48,978 which equal \$89,233 + tax of \$7,763 = \$96,996 for the two year term of this contract/subscription.			
Term of Contract: 24 months		Expiration Date: July 31,2020	
Contract Routing:			
1. Prepared by: KWalker <u>KW</u>		Date: 07/12/18	
2. Attorney signoff: David McEachran <u>DSM</u>		Date: 07/13/18	
3. AS Finance reviewed: Brad Bennett <u>BB</u>		Date: 07/13/18	
4. IT reviewed (if IT related):		Date: _____	
5. Contractor signed: West doesn't sign until approved		Date: _____	
6. Submitted to Exec.: 07/13/18		Date: 7-13-18	
7. Council approved (if necessary):		Date: _____	
8. Executive signed:		Date: _____	
9. Original to Council:		Date: _____	

**WHATCOM COUNTY PROSECUTING ATTORNEY  
DAVID S. McEACHRAN**

**CHIEF CRIMINAL DEPUTY**  
Mac D. Setter

**ASST. CHIEF CRIMINAL DEPUTY**  
Warren J. Page

**CRIMINAL DEPUTIES**

Craig D. Chambers  
Elizabeth L. Gallery  
David A. Graham  
Eric J. Richey  
James T. Hulbert  
Jeffrey D. Sawyer  
Shannon Connor  
Dona Bracke  
Nathan Deen  
Joathan Richardson  
Christopher Quinn  
Brandon Waldron  
Melissa Stone

**Whatcom County Courthouse  
311 Grand Avenue, Second Floor  
Bellingham, Washington 98225-4079  
(360) 676-6784 / APPELLATE FAX (360) 738-2517  
COUNTY (360) 398-1310**

**CHIEF CIVIL DEPUTY**  
Randall J. Watts

**CIVIL DEPUTIES**  
Karen L. Frakes  
Daniel L. Gibson  
Royce Buckingham

**CIVIL SUPPORT  
ENFORCEMENT DEPUTIES**  
Angela A. Cuevas  
Dionne M. Clasen

**APPELLATE DEPUTIES**  
Kimberly Thulin  
Hilary A. Thomas

**ADMINISTRATOR**  
Kathy Walker

TO: Brad Bennett, Finance Manager  
FROM: Kathy Walker, Administrative Manager  
RE: Sole Source Approval West Subscription Agreement  
DATE: July 12, 2018

Attached is the WEST subscriber agreement that will require the County Council approval and your approval as to having sole source standing. This agreement renews and replaces last year's contract for on-line legal research, which will lapse at the end of July. This agreement has a 24 month term and includes all the discounts attaching to a multi-year contract. The renewal subscription provides web-based access to proprietary legal materials giving our attorneys and staff a tool that facilitates effective and efficient legal research.

As you probably recall, West Publishing, which is a division of Thomson Reuters Inc. a Canadian corporation, has been designated as a sole source provider for web-based, legal research since June of 2004. By way of background information, West is considered the foremost provider of integrated information solutions to the U.S. legal market and has been doing so for more than 135 years. While there are other on-line research tools, West is the only company that can provide the treatises/series that are critical to our legal practice. The following is a partial list of the exclusive (proprietary) content we have access to through our current subscriber agreement: Washington Practice, Annotated Revised Code of Washington, Washington Digest, Pacific Reporter and McQuillin Municipal Corporations.

Additionally, because we are entering into a contract for on-line services we get a fifty percent discount on certain printed materials we still maintain that can only be acquired from Thomson West. Historically, these books were invoiced and paid for upon receipt outside of an agreement. In 2016 the company requested that we enter into a 24 month agreement which allowed the company to pro-rate the annual cost of these books and bill equal monthly payments. This second agreement will also be renewed this year but can be executed by the County Executive.

Please provide your written decision below.


**SOLE SOURCE DESIGNATION:**

APPROVED: \_\_\_\_\_

DATED: \_\_\_\_\_

DISAPPROVED: \_\_\_\_\_

DATED: \_\_\_\_\_

 <b>THOMSON REUTERS</b>	<b>Order Form</b>	<b>Order ID: Q-00257103</b>
	Contact your representative <a href="mailto:claire.spydell@thomsonreuters.com">claire.spydell@thomsonreuters.com</a> with any questions. Thank you.	

**Account Address**

Account #: 1000815803  
 WHATCOM COUNTY PROSECUTOR  
 COURTHOUSE  
 311 GRAND AVE STE 201  
 BELLINGHAM  
 WA, 98225-4038 US

**Shipping Address**

Account #: 1000815803  
 WHATCOM COUNTY PROSECUTOR  
 COURTHOUSE  
 311 GRAND AVE STE 201  
 BELLINGHAM  
 WA, 98225-4038 US

**Billing Address**

Account #: 1000815803  
 WHATCOM COUNTY PROSECUTOR  
 COURTHOUSE  
 311 GRAND AVE STE 201  
 BELLINGHAM  
 WA, 98225-4038 US

This Order Form is a legal document between West Publishing Corporation and Subscriber. West Publishing Corporation also means "West", "we" or "our" and Subscriber means "you", or "I". Subscription terms, if any, follow the ordering grids below.

Online / Practice Solutions / Solutions / ProFlex Renewals							
Svc Mat#	Renewed Product	Agreement #	Deal ID	*Current Monthly Rate	Renewal Term (Months)	First Year Renewal Term Increase	Year Over Year Renewal Term Increase
40757482	West Proflex	0000057177		\$3,609.06	24	2%	2%

**Renewal Terms**

\*I am aware that the Renewal Term Monthly Charges will be based on the Monthly Charges in effect the month before the Renewal Term starts. This amount may be different from the Current Monthly Rate shown above

**For Online/Practice Solutions/Software/Proflex Products** Renewal Term Monthly Charges will be based on the Monthly Charges in effect at the end of the month before the Renewal Term starts. Renewal Term Monthly Charges begin at the end of your Minimum Term or current Renewal Term. The Renewal Term will continue for the number of complete calendar months identified in the Renewal Term column above. The annual percent increases will be as stated in the grid above.

You are also responsible for all Excluded Charges. Excluded Charges are charges for accessing data or services that are not included in your subscription. Excluded Charges may change after 30 days written or online notice.

**For Window Products** Renewal Term Monthly Charges are due regardless of the level of your usage. The Monthly Window will remain unchanged. Transactional usage charges that exceed the Monthly Charges are waived up to the Monthly Window. You are responsible for transactional usage charges in excess of the Monthly Window. Transactional charges are calculated based upon our then-current Schedule A rate. You are also responsible for all Excluded Charges. Schedule A rates may change upon at least 30 days written or online notice.

To apply Window charges to a specific month, the request must be submitted at least five (5) business days prior to the end of the month.

**Post Renewal Terms**

**For Online/Practice Solutions/Software/Proflex Products:** Your subscription will change to a month-to-month status at the end of the Renewal Term, and your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase 7% every 12 months unless we notify you of a different rate at least 60 days before the annual increase. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the month-to-month subscription by sending at least 30 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803..

**For Window Products** Your subscription will change to a month-to-month status at the end of the Renewal Term and your Monthly Charges will be billed at up to our then current rate. Thereafter, we may modify the Monthly Charges after at least 30 days notice. The Monthly Window will remain unchanged. Schedule A rates may change after at least 30 days written or online notice. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the month-to-month subscription by sending at least 30 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

To apply Window charges to a specific month, the request must be submitted at least five (5) business days prior to the end of the month.

**Federal Government Subscribers Optional Renewal Term** Federal government subscribers that chose a 24 or 36 month Minimum Term, those additional months will be implemented at your option pursuant to federal law.

**Miscellaneous**

**Charges, Payments & Taxes.** You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

**Credit Verification.** If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

**Auto Charge Credit Card/Electronic Funds Transfer Election Payment Terms.** You may authorize us to automatically charge a credit card, debit card or electronic fund transfer to pay charges due. Contact Customer Service at 1-800-328-4880 for authorization procedures. If you have previously authorized us to bill a credit card, debit card or make electronic fund transfers for West subscriptions on an ongoing basis, or authorizing the same as part of this order, no further action is needed.

**Returns and Refunds.** You may return a print product to us within 45 days of the original shipment date if you are not completely satisfied. Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements, ePack, WestPack, Westlaw, CLEAR, Monitor Suite, ProView eBook, Software, West LegalEdcenter, Practice Solutions, TREWS and Serengeti charges are not refundable. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

**Applicable Law.** This Order Form will be interpreted under Minnesota state law. Any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a United States Federal Government subscriber, United States federal law will apply and any claim may be brought in any federal court.

**Excluded Charges.** If you access services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located at the links below. Excluded Charges may change after at least 30 days written or online notice.

<http://static.legalsolutions.thomsonreuters.com/static/agreement/plan-2-pro-govt-agencies.pdf>

*Schedule A attached.*

<http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-concourse-case-notebook-hosted.pdf>

*N/A*

**The General Terms and Conditions,** apply to all products ordered, except print and is located at <http://static.legalsolutions.thomsonreuters.com/static/general-terms-conditions.pdf> *Schedule B attached.*

The General Terms and Conditions for Federal Subscribers are located at <http://static.legalsolutions.thomsonreuters.com/static/federal-general-terms-conditions.pdf>. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval. *N/A*

**Banded Product Subscriptions** You certify the total number of attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in the applicable Quantity column. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater, we reserve the right to increase your charges as applicable

**Product Specific Terms.** The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at <http://static.legalsolutions.thomsonreuters.com/static/product-specific-terms.pdf>. If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control. *Schedule C attached.*

- Campus Research
- Contract Express
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- Westlaw Doc & Form Builder
- West km Software
- West LegalEdcenter
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

#### **Additional Order Form Terms and Conditions**

#### **Government Non Availability of Funds for Online, Practice Solutions or Software Products**

You may cancel a product or service with at least 30 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document, (e.g., executive order, an officially printed budget or other official government communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

**Acknowledgement: Order ID: O-00257103**

Jack Louws  
County Executive

\_\_\_\_\_  
Signature of Authorized Representative for order

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

© 2018 West, a Thomson Reuters business. All rights reserved.

This Order Form will expire and will not be accepted after 8/27/2018.



THOMSON REUTERS

## Attachment

**Order ID: Q-00257103**

Contact your representative [eddie.repanich@thomsonreuters.com](mailto:eddie.repanich@thomsonreuters.com) with any questions.  
Thank you.

Order ID: Q-00257103

### Payment, Shipping, and Contact Information

**Payment Method:**

Payment Method: Bill to Account

Account Number: 1000815803

**Order Confirmation Contact (#28)**

Contact Name: Kathy Walker

Email: [kwalker@co.whatcom.wa.us](mailto:kwalker@co.whatcom.wa.us)

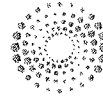
**Shipping Information:**

Shipping Method: Ground Shipping - U.S. Only

**eBilling Contact**

Contact Name

Email



THOMSON REUTERS™

**Addendum to West Order Form  
24 Month Renewal Term-Renewals Only\*\***

Subscriber: WHATCOM COUNTY PROSECUTOR

Account #: 1000815803

1. **Effect of Addendum.** The underlying West Order Form/Order Notification between Subscriber and West is amended as specifically set forth herein to incorporate the terms of this Addendum. As amended, the Agreement shall remain in full force and effect according to its terms and conditions. All terms used in this Addendum shall have the meanings attributed to them in the West Order Form/Order Notification. This Addendum supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. In the event there is a conflict between the terms and conditions of the West Order Form/Order Notification and the terms and conditions of this Addendum, the terms and conditions of this Addendum shall control.

2. **Modification to Order Form.**

This Renewal Term under Order ID: Q-00257103 is a continuation of Order ID: Q-00029287/Whatcom County Contract No. 201707002 signed on July 12, 2017.

Subscriber agrees to commit to an additional 24 months. The Monthly Charges for the first additional 12 months shall be 2% more than the Monthly Charges in effect at the end of the current Minimum Term and/or current Renewal Terms and the Monthly Charges for the second additional 12 months shall be 2% more than the Monthly Charges for the first additional 12 months.

\*\* Effective at the end of the Minimum Term or current Renewal Term ("Renewal Term").

Except as modified in this Addendum, all other terms and conditions of the Order Form shall remain unchanged.

**West, a Thomson Reuters business**

**Subscriber**

Accepted by: David S. McEachran

Title: Prosecuting Attorney

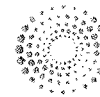
Date: 7/13/18

Signed: \_\_\_\_\_

Name (please print) David S. McEachran

Title: Whatcom Co. Prosecutor

Date: 7/13/18



## Plan 2 WestlawPRO for State and Local Government Agencies and Courts — Government Service

Available only to employees of state, county, and city government agencies and courts accessing Westlaw® for government or legal services/legal aid purposes. Government Agencies are defined as executive, judicial, and legislative agencies, correctional facilities (behind the desk staff access), government law libraries (behind the desk staff access), and legal services/legal aid entities. Not available to educational institutions for academic purposes. Westlaw access by inmates of correctional facilities or patrons of government law libraries is **STRICTLY PROHIBITED**.

Upon accessing Westlaw, a user may elect either per minute or transactional billing in Preferences. Such billing election will be effective for all subsequent sessions unless the election is changed. The SUBSCRIBER link in the Tools tab lists the per minute, transactional and offline transmission charges for a multiple content categories.

**1. Monthly Charges.** Monthly Charges for the WestlawPRO Products you subscribe to are stated on the Order Form. Our pricing for banded products is made in reliance upon your certification of the number of attorneys in the Order Form. You must promptly notify us of any changes in the number of attorneys. If we learn that the actual number of attorneys is greater, we reserve the right to increase your Monthly Charges accordingly. **Sharing passwords is strictly prohibited.**

**2. Excluded Charges.** Monthly Charges do not include continuous WestClip, online transmission (as limited by the General Terms & Conditions), certain KeyCite Alert online citation checking, and certain online automated citation checking charges. Charges associated with the Westlaw content, products and services that are not part of the WestlawPRO products in the Order Form will be billed at the rates below ("Excluded Charges"). We may, at our option, make certain Westlaw content, products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if the Westlaw content, products or services are enhanced or released after the effective date of Order Form.

- 3. West Reporter Images**  
West Reporter Images \$25.00 per image  
No offline transmission charges apply.
- 4. Rise of American Law**  
Rise of American Law – Time \$33.33 per minute  
Rise of American Law – Document Displays 300.00 per document  
Rise of American Law – Images 300.00 per image
- 5. Per Minute Charges**
- A. Home, Content and Topical Pages** \$3.50 per minute
- B. Viewing a Search Result List** \$7.00 per minute
- C. Per Minute Charges for Viewing Full Text Documents**  
Range from \$11.89 per minute to \$58.97 per minute.

### 6. Transactional Charges

- A. Search Charges** \$42.00 per search  
Each search query will incur a search charge.
- B. Document Display Charges**  
Range from \$13.00 to \$151.00 per document  
Each document display will incur a transactional charge. No offline transmission charges apply.

### C. Online Citation Checking Charges

KeyCite	\$13.00 per citation
Inline KeyCite	5.00 per document

### D. Docket Charges

The following charges apply in lieu of per minute and transactional charges\*:

Document Display	\$13.00 per document
Docket PDF	4.00 per image
Docket Alerts	0.00 per transaction
Document Retrieval from Alert	13.00 per document
Docket Tracks	6.00 per transaction
Docket Bankruptcy Creditor Update	4.00 per document
Document Update	2.00-8.00 per document
DE Court of Chancery PDF/Court Wire	
PDF Complaint	100.00 per image
Docket PDF from Select State Counties	22.00 per image
Court Wire Alerts – Continuous	5.00 per day per alert
Court Wire Documents	13.00 per document
Court Calendar Information Update	2.00 per transaction
Court Calendar Tracking Service	6.00 per transaction
Calendar Integration Service	1.00 per transaction

\* See Pricing Guide for additional details.

### E. Public Records Charges

The following charges apply in lieu of per minute and transactional charges.

PeopleMap	
PeopleMap Searches	\$55.00 per search
People/Company Records Mini Searches	13.00 per search
Alerts	2.00 per transaction
Reports	55.00 per report
Document Displays	13.00 per document
Public Records	
Searches	13.00 per search
Document Displays	13.00 per document
Real Property Reports	
Comprehensive Reports	87.00 per report
Individual Reports	55.00 per report
Deed Images and Parcel Map Images	25.00 per image
Delaware Corporate Records	
Searches	55.00 per search
Document Displays	13.00 per document
Company Investigator	
Searches	55.00 per search
Basic Reports	48.00 per report
Premier Reports	87.00 per report

### F. Dun & Bradstreet Reports

The following charges apply in lieu of per minute and transactional charges:

Searches	\$13.00 per search
Comprehensive Business Information Report	150.00 per report
Business Information Report (Domestic)	125.00 per report
Business Information Report (International)	
Africa/Europe	400.00 per report
Asia/Australia	615.00 per report
Canada	175.00 per report
Latin America	500.00 per report



**G. Drafting Assistant**

The following charges apply in lieu of per minute and transactional charges. Drafting Assistant is only available on a subscription basis. The charges below are for tax allocation purposes only.

Cite Formatting	\$55.00 per document
Insert Flags	100.00 per document
Insert Links	55.00 per document
Quote Right	13.00 per citation
Table-of-Authority	55.00 per document

**H. Westlaw Edge**

Westlaw Edge is only available on a subscription basis. The charges below are for tax allocation purposes only. Standard search and result list charges apply.

Litigation Analytics	13.00 per report
Statutes Compare	13.00 per document

**7. Foldering**

Documents in folders may be accessed at no charge for 12 months after the initial chargeable view. In transactional billing sessions, the initial chargeable view occurs the first time a document is viewed inside or outside of a folder. For hourly billing sessions, the initial chargeable view occurs the first time a document is viewed within a folder. This initial chargeable view will be charged at the applicable transactional document display charge. Documents viewed in a folder after 12 months will incur the then current Westlaw transactional document display charge. Hourly billing is suspended while browsing folders.

**8. Offline Transmission Charges**

A user may elect either per line or per document offline transmission billing in Preferences. Such election will be effective for all subsequent sessions unless the election is changed. Offline transmission charges apply to all printing and downloading to storage devices and e-mailing via Westlaw functionality for hourly billing sessions, unless otherwise indicated.

Per line charges range from \$0.04 to \$0.08

Per document charges range from \$10.00 to \$25.00

**9. PDF Charges**

Investext Analyst Reports	
Standard Reports	11.50 per page
Premium Reports	20.00 per page

All other PDF charges range from \$3.00-\$250.00 per image. No offline transmission charges apply.

**10. Westlaw Doc & Form Builder**

Westlaw Doc & Form Builder	\$14.00-\$138.00 per document
----------------------------	-------------------------------

**11. Alert Services Charges**

Alert Services Charges	
Alert Newsletter	\$0.00 per newsletter
Capitol Watch Tracks	6.00 per transaction
KeyCite Alert – Continuous	15.00 per day per transaction
KeyCite Alert – Daily	6.00 per transaction
KeyCite Alert – Non-Continuous	6.00 per transaction
Publication Alert	0.00 per transaction
WestClip Continuous	5.00 per day per transaction
WestClip Non-Continuous	0.00 per transaction

Alert charges incur on the run of the alert.

## GENERAL TERMS AND CONDITIONS

**Thomson Reuters Legal Products and Professional Services**

THOMSON REUTERS

These General Terms and Conditions govern your use of the Thomson Reuters Legal information products, software products which include on-premise software and hosted software, and professional services in the Thomson Reuters ordering document. "We", "our", "Thomson Reuters" and "Thomson Reuters Legal" means West Publishing Corporation and our affiliates; "you" and "your" means the Subscriber identified in the ordering document.

The ordering document identifies the Thomson Reuters products and professional services, the quantities, charges and other details of your order. The ordering document also refers to documents which may apply to the products or professional services you selected. The ordering document, any applicable referenced documents and these General Terms and Conditions constitute the complete agreement and supersede any prior discussions or representations regarding your order. If the terms of the ordering document are different from these General Terms and Conditions, the ordering document will have priority. Other terms and conditions you incorporate into a purchase order or similar document shall not apply.

**1. License Terms.** (a) We grant a non-exclusive, non-transferable, limited license to you to use the product in your ordering document in the regular course of your business. We maintain all rights of ownership to our products. Our products change from time to time. Access to certain data may be restricted. We are not providing legal advice by allowing you to use our products. Your interpretations of data are your own for which you have full responsibility.

(b) On-premise software product licenses include updates (bug fixes, patches, maintenance releases) but do not include upgrades (releases or versions that include new features or additional functionality). You may use our software product in object code only. You may make copies of our software product for backup and archival purposes. The copy must include an embedded copyright or proprietary rights notice. No other copying or reproduction is allowed. You may not modify, translate or create derivative works of our software products.

(c) You may quote and excerpt from our information products in your work with the appropriate cite and credit to the source. Except as provided in paragraph 1 (d), you may store data from our information products in a secure internal system in the regular course of your business. You may display our information product data internally. You may transmit our information product data electronically using a feature in the information product or print and share that information product data as necessary in the regular course of your business. Copyright notices must be retained on the transmitted or printed items. The Copyright Act (17 U.S.C.A. 107) fair use provision may allow additional uses.

(d) You may not sell, sublicense, distribute, display, store or transfer our products or any data in our products in bulk or in any way that could be used to replace or substitute for our products in whole or in part or as a component of any material offered for sale, license or distribution to third parties. You may not use any means to discern the source code of our products.

(e) Your access to certain products is password protected. You are responsible for assigning the passwords and maintaining password security. Sharing passwords is strictly prohibited.

(f) You may not run or install any computer software or hardware on our products or network or introduce any spyware, malware, viruses, Trojan horses, backdoors or other software exploits.

(g) We are not a consumer reporting agency. You may use information product data to support your own processes and decisions but you may not deny any service or access to a service to a consumer based solely upon the information product data. Examples of types of service include eligibility for credit or insurance, employment decisions and any other purpose described in the Fair Credit Reporting Act (15 U.S.C.A. 1681b).

(h) If the Financial Industry Regulatory Authority regulations apply to you, you may use our information products to verify the accuracy and

completeness of information submitted to you by each applicant for registration on Form U4 or Form U5 in compliance with the requirements of FINRA Rule 3110. You may use the information products in this manner only in furtherance of written policies and procedures that are designed to achieve your compliance with FINRA Rule 3110 or as otherwise allowed by these General Terms and Conditions.

**2. Third Party Providers.** Our products may include data and/or software from third parties. Some third party providers require us to pass additional terms through to you. The third party providers change their additional terms occasionally and new third party providers are added from time to time. You agree to comply with all applicable third party additional terms. To see the current third party additional terms for Westlaw and CLEAR information products go to <http://legalsolutions.com/westlaw-additional-terms> and <http://legalsolutions.com/clear-additional-terms>.

**3. Regulated Data.** Due to the regulated or private nature of some data in our information products like credit header data, motor vehicle data, driver license data and voter registration data, you may need to complete a credentialing process which will include certifying what your legally permissible use of the data will be. You agree to immediately notify us if any of the information you provided in your ordering document or during the credentialing process changes. You agree and warrant that you are the end user of this data and that you will only use it for your own internal business purposes. You also warrant that you will strictly limit the access, use and distribution of this data to uses permitted under applicable laws, rules and regulations and as permitted by the third party additional terms. You will keep the data confidential. You will use industry standard administrative, physical and technical safeguards to protect the data. You will not disclose it to anyone except as necessary to carry out your permissible use. You will immediately report any misuse, abuse or compromise of the data. You agree to cooperate with any resulting inquiry. If we reasonably believe that the data has been misused, abused or compromised, we may block access without additional notice. You are responsible for all damages caused by misuse, abuse or compromise of the data by you, your employees and any person or entity with whom you shared the data. We will be responsible for damages caused by us.

**4. Hosted Products.** (a) Our hosted products are designed to protect the content you store in the hosted product. You grant us permission to use, store and process your content in accordance with applicable law. Access and use of your content by our employees and contractors will be directed by you and limited to the extent necessary to deliver the hosted product, including training, research assistance, technical support and other services. We will not disclose your content except in support of the use of the hosted products or unless required by law. If the agreement expires or is terminated, we will provide access to the hosted product for 180 days so that you may remove your content. The agreement will remain in effect through the 180-day extraction period.

(b) We will provide notice to you of any unauthorized third party access to your content of which we become aware in accordance with applicable law and will use reasonable efforts to remediate identified security vulnerabilities. If your content is lost or damaged, we will assist you in restoring the content to the hosted product from your last available back up copy.

(c) You are responsible for ensuring that your content does not infringe on any intellectual property right, violate any applicable laws or the terms of any agreement. If we are notified that your content may infringe on the intellectual property rights of a third party we may be obligated to delete or disable it from the hosted product under the Digital Millennium Copyright Act (17 U.S.C.A. 512).

**5. Professional Services.** The professional services applicable to your order, if any, are described in the ordering document or a statement of work.

**6. Privacy.** The parties will at all times process personally identifiable information (PII) you provide to us in accordance with applicable law. You confirm that you will only upload or disclose PII as permitted by applicable law. The parties will use reasonable efforts to assist one another in relation to the investigation and remedy of any claim, allegation, action, suit, proceeding or litigation with respect to alleged unauthorized access, use, processing, or disclosure of PII. Each party will maintain, and will require any third party data processors to maintain, appropriate physical, technical and organizational measures to protect the PII against accidental, unauthorized or unlawful destruction, loss, alteration, disclosure, or access. PII includes any information relating to an identified natural person or a natural person who can be identified directly or indirectly by means reasonably likely to be used by the controller of the information, or any other natural or legal person.

**7. Confidentiality.** Confidential information received from each other will not be disclosed to anyone else unless required by law or if necessary to perform the agreement. The receiving party agrees that during the term of the agreement and for three years afterward, it will continue to protect the confidential information. The parties will use industry standard administrative, physical and technical safeguards to protect the confidential information. If a court or government agency orders either of us to disclose the confidential information of the other party, the other party will be promptly notified so that an appropriate protective order or other remedy can be obtained unless the court or government agency prohibits prior notification.

**8. Warranties and Disclaimer of Warranties.** OUR INFORMATION PRODUCTS ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND. WE WARRANT OUR SOFTWARE PRODUCTS WILL CONFORM TO OUR DOCUMENTATION. WE WARRANT THAT WE PROVIDE PROFESSIONAL SERVICES USING COMMERCIALY REASONABLE CARE AND SKILL. WE DO NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF OUR PRODUCTS OR THE LIFE OF ANY URL OR THIRD PARTY WEB SERVICE. THESE WARRANTIES ARE THE EXCLUSIVE WARRANTIES FROM US AND REPLACE ALL OTHER WARRANTIES, INCLUDING WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS AND CURRENTNESS.

**9. Liability.** (a) The entire liability of Thomson Reuters or any of our third party providers for all claims arising out of or in connection with the agreement will not exceed the amount of any actual direct damages up to the amounts you paid in the prior 12 months for the product that is the subject of the claim. We are not liable for special, incidental, exemplary, indirect or economic consequential damages, anticipated savings, lost profits, lost business, lost revenue, or lost goodwill.

(b) You are responsible for following all usage instructions, for adhering to the minimum recommended technical requirements, for changes you make to our product, for your failure to implement and maintain proper and adequate virus or malware protection and proper and adequate backup and recovery systems, and for your failure to install updates. We will not be responsible if our product fails to perform because of your third party software, your hardware malfunction, or your actions or inaction. If we learn that our product failed because of one of these, we reserve the right to charge you for our work in investigating the failure. At your request we will assist you in resolving the failure at a fee to be agreed upon.

(c) If a third party sues you claiming that a product you licensed in the agreement infringes that party's intellectual property right and your use of our product has been in accordance with the terms of the agreement, we will defend you against the claim and pay damages that a court finally

awards against you or that are included in a settlement approved by us. You must promptly notify us in writing of the claim, supply information we reasonably request, and allow us to control the defense and settlement. We have no liability for claims that include items not provided by us.

**10. Term, Termination.** (a) The term and any renewal terms for the product are described in the ordering document.

(b) We may suspend or limit your use of our products or professional services or terminate the agreement if, in our sole discretion, we determine that your use may result in a risk to public safety, or that there has been a breach of security, material breach of your obligations under the agreement, material breach of any other agreement between the parties or a violation of law. If the cause of the suspension is reasonably capable of being remedied, we will provide you notice of what actions you must take to reinstate the product. If you fail to take the actions or the cause cannot be remedied within 30 days, we may terminate the agreement.

(c) You may terminate the agreement immediately upon written notice if we commit a material breach and fail to cure the material breach within 30 days.

(d) We may amend these General Terms and Conditions from time to time by giving you at least 30 days prior written notice. If an amendment materially changes the agreement, you may request good faith negotiations regarding those terms that materially change the agreement. If the parties cannot reach mutual agreement on the material changes within 30 days, you may terminate the agreement immediately on written notice.

(e) You may terminate the agreement immediately on written notice if you object to amendments made to the third party additional terms under paragraph 2 if the amendments materially change the agreement.

(f) Upon termination, all licenses end immediately. You will return software products to us or uninstall and destroy them. Termination of the agreement will not relieve you of your obligation to pay us any amounts you owe up to and including the date of termination.

(g) Either party may terminate the agreement in part as it relates to any software or other product or service that is licensed or ordered under the agreement if and to the extent that software or other product or service is no longer commercially available.

**11. Force Majeure.** Each party's performance under the agreement is subject to interruption and delay due to causes beyond its reasonable control, such as acts of God, acts of any government, war or other hostility, civil disorder, the elements, fire, explosion, power failure, equipment failure, industrial or labor dispute, inability to obtain necessary supplies, and the like.

**12. General.** (a) You may not assign the agreement to anyone else without our prior written consent. We will provide you with written notice if we need to assign the agreement as part of our business operations.

(b) You grant Thomson Reuters a perpetual, irrevocable, transferable, non-exclusive right to use any comments, suggestions, ideas or recommendations you provide related to any of our products or services in any manner and for any purpose.

(c) Our products may not be exported or re-exported in violation of the U.S. Foreign Corrupt Practices Act, the U.S. Export Administration Act or any other applicable laws, rules and regulations.

(d) United States Government use, duplication or disclosure of our software products is subject to applicable restrictions of the following regulations: Commercial Computer-Restricted Rights [FAR 52.227-19(a) - (d)]; Rights in Technical Data and Computer Product [DFARS 252.227-7013(c)(1)(ii)]; the Commercial Computer Product - Restricted Rights [48 CFR 52.227-19 (c)(1) and (c)(2)]; and similar clauses in the NASA FAR Supplement. These restrictions do not apply to our information products or services.



## Product Specific Terms

- **Campus Research.** Access to Campus Research is strictly limited to current faculty, administration, staff and students. Incidental access by public walk-in users at your physical location is permissible. Campus Research is not available to law schools, offices of the general counsel of any college or university or any other similarly situated academic entities. Campus Research use is limited to educational, research and non-commercial purposes. You will exercise reasonable, good faith efforts to enforce these restrictions. You are required to provide your security certificate before remote access will be enabled. You are responsible for your security design, configuration and implementation to limit access to the Campus Research URL.
- **CD-ROM Libraries.** Your license to use our CD-ROM, DVD, USB and similar media (collectively "CD-ROM") libraries is restricted to a single office location. Each library license includes a proprietary control file which you may install on a single local area network (LAN). Employees working at or assigned to the licensed site may access the CD-ROM libraries by remote connection to the LAN installed at the licensed site. Access to CD-ROM libraries through wide area networks, multiple LANs, multiple sites or similar arrangements is prohibited.
 

You may transfer the CD-ROM library data to a single storage drive under your exclusive control and maintain the data as a database searchable with West software. West software is subscribed to and licensed separately from the CD-ROM libraries. By using the software you agree to be bound by the software license agreement that accompanies the software.

We may terminate a CD-ROM library subscription on 30 days prior written notice if the library is no longer commercially available. Upon termination by either party, you shall immediately destroy the terminated CD-ROM libraries and destroy CD-ROM library data maintained on a permanent storage drive.
- **Contract Express (hosted and non-hosted).** Upgrades (e.g., releases or versions that include new features or additional functionality) will be included during your subscription term. However, we will provide technical support for only the most current upgrade and the immediately preceding upgrade.
 

Contract Express may include agreement samples and other general information. These are provided for informational purposes only and may not be suitable to your circumstances.

We may collect certain data (including copies of your documents and metadata) and other information you provide as a result of your use of Contract Express that is hosted by us. As between you and us, you exclusively own all rights, title and interest in your data. We may share this information with our service providers and suppliers to the extent needed to deliver or provide information on products or services or otherwise support your business needs relating to Contract Express. Our third party service providers and suppliers are required to keep such information confidential.

When you access Contract Express, you may click on links to third-party web sites that are beyond our control. We do not endorse the content found on third-party web sites. You assume sole responsibility for your use of third-party links and materials. Additional product specific terms relating to the hosted version of Contract Express are in the Hosted Practice Solutions section below.
- **Hosted Practice Solutions.** We will not disclose your content except in support of the use of the hosted products or unless required by law. We will provide notice to you of any unauthorized third party access to your content of which we become aware in accordance with applicable law and will use reasonable efforts to remediate identified security vulnerabilities. The service level agreement for hosted practice solutions is located at <http://static.legalsolutions.thomsonreuters.com/static/service-level-agreement.pdf>. If the agreement expires or is terminated, we will provide access to the hosted product for 180 days so that you may remove your content. The terms and conditions of the agreement remain in effect through this 180-day post-agreement period. For Case Notebook-Hosted, you will be charged for storage space during the 180-day data post-agreement period. Your content will be retained in all other hosted products for 180 days at no additional charge.
- **ProView eBook License Terms** The license allows you to download the ProView eBooks to your mobile devices and access the eBook content online. We may terminate your license including notes and annotations if we lose the right to offer the eBook content, discontinue the ProView software, or are otherwise unable to offer eBook content. We may provide the content to you in another media format if commercially reasonable. We may update your eBook version if necessary to maintain access to the content. If you reassign an eBook to a different user we will provide the then-current version of the eBook. Notes and annotations made by the previous user will not transfer to the new user. You are responsible for assigning the registration keys and maintaining registration key security. Sharing of registration keys is STRICTLY PROHIBITED.
- **Time & Billing Services.** You give us permission to share your time & billing information and content with our business partners to the extent necessary to provide the time & billing services to you. You will remove all of your time & billing content prior to termination of this Order Form. We may collect and disclose aggregated practice management, financial management, and time tracking data, as long as the data is not identifiable to any individual customer or user.
- **Westlaw Doc & Form Builder.** We will maintain your Westlaw Doc & Form Builder data for 180 days after your subscription ends.
- **Westlaw Paralegal.** Westlaw Paralegal access is strictly limited to current paralegal or legal assistant program faculty, administration, staff and students for educational purposes only.
- **Westlaw Patron Access.** Patron Access is only available to state, county or municipal government law libraries and libraries that are open to the public. You may provide wireless access on your own internal network to the number of concurrent users listed in your ordering document, if any. Access is limited to your library's physical premises, including wireless access. Remote access outside the physical confines of your library in any manner whatsoever is strictly prohibited.
- **West LegalEdcenter.** You may download text-based content on any computer for your personal, noncommercial use. You may not share the content with your clients or other third parties. Group viewing of multi-media content is allowed for you and other West LegalEdcenter subscribers. Persons without a West LegalEdcenter subscription are prohibited from attending the group viewing.
 

If you participate in any discussions on West LegalEdcenter, you agree not to use any language that is threatening, abusive, vulgar, discourteous or criminal. You will not post or transmit information or materials that would violate the rights of a third party, including but not limited to intellectual property rights. You will not post or transmit anything which may contain a virus or other harmful component.

When you register for West LegalEdcenter services or order products via our site, we may ask you to provide certain information, for example, your name, address, phone number, email address, payment card information, and/or certain other information relating to your use of West LegalEdcenter (collectively "Personal Information"). We keep this Personal Information in a contact database for future reference, as needed. We may use certain information you provide to offer you products and services that we believe may be of interest to you. If you don't wish to receive such offers, you may opt out (unsubscribe) within the communications you receive from us.

Notwithstanding anything to the contrary in our privacy policy or other corporate policies, we may also be contractually or otherwise obligated to distribute Personal Information (with the exception of payment card information), viewing history, accreditation requests, and/or statistics gathered during your use of West LegalEdcenter to certain third parties, such as West LegalEdcenter third party contributors or a state accreditation agency. This could also include anonymized information that does not include Personal Information, such as users' interests and preferences, products sold, traffic patterns, and related West LegalEdcenter information.


The third party contributors' use of this information may include offering you products and services the contributor believes you may be interested in. If you desire to opt-out of (unsubscribe to) further communications with the contributor, it is up to you to contact the contributor directly to do so. When providing information to state accreditation agencies on your behalf, WE ARE NOT RESPONSIBLE FOR THE ACCURACY OF JURISDICTION-SPECIFIC CONTINUING LEGAL EDUCATION REQUIREMENTS STATED IN WEST LEGALEDCENTER. YOU MUST VERIFY COMPLIANCE REQUIREMENTS INDEPENDENTLY. You are solely responsible for any information, omission or misstatement in the credits recorded and maintained in the credit tracking section. When you access West LegalEdcenter, you may click on links to third-party web sites that are beyond our control. We do not endorse the content found on the third-party web sites. You assume sole responsibility for your use of third-party links and materials.

Each West LegalEdcenter user will receive an e-mail from us with their username, password and other important information about using the West LegalEdcenter subscription. After the initial communication, users may opt-out of West LegalEdcenter email receipt.
- **West km software.** Any West km licensed in the ordering document must reside on a dedicated server under your control and maintained by you at your expense. The server must be accessible to all of your authorized West km users.

- **Westlaw Public Records.** If the transactional value of your Westlaw Public Records usage exceeds your then-current Westlaw charges by more than 20 times in any month, we may limit access to live gateways, request the parties enter into good faith renegotiations or terminate upon 10 days written notice. Transactional value of your Westlaw Public Records usage is calculated based upon our then-current Schedule A rates. Schedule A rates may change upon at least 30 days written or online notice.

# WHATCOM COUNTY COUNCIL AGENDA BILL

NO. 2018-066

CLEARANCES	Initial	Date	Date Received in Council Office	Agenda Date	Assigned to:
Originator:	SK	7/3/18		7/24/18	Criminal Justice & Public Safety
Division Head:					
Dept. Head:					
Prosecutor:					
Purchasing/Budget:					
Executive: TMS		7.17.18			

## TITLE OF DOCUMENT:

The Public Defender's Office will present its annual report to Council

## ATTACHMENTS:

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 Public Defender's Office will present its annual report to Council

## 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).

# WHATCOM COUNTY COUNCIL AGENDA BILL

NO. 2018-173A

CLEARANCES	Initial	Date	Date Received in Council Office	Agenda Date	Assigned to:
Originator:	RM	7/10/18	<div style="text-align: center;"> <p>RECEIVED</p> <p>JUL 17 2018</p> <p>WHATCOM COUNTY COUNCIL</p> </div>	7/24/18	Committee of the Whole
Division Head:					
Dept. Head:	<i>th</i>	7/10/18			
Prosecutor:	<i>ODD</i>	7/12/18			
Purchasing/Budget:					
Executive:	<i>TL5</i>	7.16.18			

## TITLE OF DOCUMENT:

*Establishing a level of service and action plan for the Lummi Island Ferry System.*

## ATTACHMENTS:

- *Proposed resolution*
- *Lummi Island Ferry System Level of Service Alternatives Analysis (without appendices)*

SEPA review required? ( ) Yes ( x ) NO  
 SEPA review completed? ( ) Yes ( n/a ) 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 Lummi Island Ferry Advisory Committee is recommending the Whatcom County Council adopt the proposed resolution with exhibit A to establish a level of service and action plan for the Lummi Island Ferry System.

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

Through: Jon Hutchings, Director *JH*

From: Roland Middleton, Special Programs Manager *RM*

Date: July 11, 2018

RE: LIFAC proposed resolution setting a level of service and implementation  
plan for the Lummi Island Ferry System

RECEIVED

JUL 12 2018

JACK LOUWS  
COUNTY EXECUTIVE

---

The Whatcom County Council created the Lummi Island Ferry Advisory Committee (LIFAC) in part to provide recommendations on proposed changes to ferry operations, ferry replacement, and long-term planning for the level of service of the Lummi Island Ferry System (WCC 2.145; WC Ord # 2012-005).

Whatcom County Public Works Department was asked to assist LIFAC by managing the contract with the consulting firm of kpff. LIFAC, WC Public Works and kpff held nearly two dozen public meetings, workshops and surveys for an extensive public outreach and community conversation regarding the level-of-service for the Lummi Island Ferry System.

LIFAC is requesting the Whatcom County Council adopt the attached resolution and exhibit A. Whatcom County Public Work submits the Agenda Bill on LIFAC's behalf.

The resolution:

- Establishes a level of service for the Lummi Island Ferry System.
- Establishes an action plan for the implementation of the level-of-service.



PROPOSED BY: \_\_\_\_\_

INTRODUCED: \_\_\_\_\_

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

**ESTABLISHING A LEVEL OF SERVICE  
FOR THE LUMMI ISLAND FERRY SYSTEM**

WHEREAS, the Lummi Island Ferry Advisory Committee was established to review and provide recommendations on proposed changes to ferry operations and fares; and,

WHEREAS, the Lummi Island Ferry Advisory Committee was established to assist the county in collecting information from ferry riders on actual and desired ferry services, concerns, and ideas for improved service; and,

WHEREAS, the Lummi Island Ferry Advisory Committee was established to analyze and develop recommendations to continue and improve the cost-effective operation of ferry service to Lummi Island; and,

WHEREAS, the Lummi Island Ferry Advisory Committee was established to research, review, and make recommendations regarding ferry replacement, long-term planning, parking, transportation to and from ferry docks, alternative docking locations, alternative funding sources, and other major capital and operational issues regarding ferry service to Lummi Island; and,

WHEREAS, the Whatcom County Council asked the Lummi Island Ferry Advisory Committee to propose a Level of Service Ferry System Action Plan to meet the goals established with Resolution 2017-012; and,

WHEREAS, the alternatives analysis identified in Policy 6C-9 of the Whatcom County Comprehensive Plan is complete; and,

WHEREAS, the Lummi Island Ferry Advisory Committee has proposed a Level of Service Action Plan for the Lummi Island Ferry System identified in Exhibit A.

NOW, THEREFORE, BE IT RESOLVED the Whatcom County Council approves the Level of Service Action Plan for the Lummi Island Ferry Service as shown on the attachment hereto (Exhibit A).

APPROVED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ATTEST:

WHATCOM COUNTY COUNCIL  
WHATCOM COUNTY, WASHINGTON

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

\_\_\_\_\_  
Rud Browne, Council Chair

APPROVED AS TO FORM:



\_\_\_\_\_  
Christopher Quinn  
Deputy Prosecuting Attorney – Civil Division

## Exhibit A

### Lummi Island Ferry Service Level of Service Action Plan

#### **1. Vessel**

A. Balancing capacity against operating costs (fuel, personnel, etc.) to ensure affordable fares over the long run, including needs-based fares, while optimizing vehicle demand, deck space and trip frequency to minimize wait times, the design and construction of a 34 car vessel is added to the 2019-2024 Six-Year Transportation Improvement Program. The timing of the design and construction shall coincide with the next cycle of funding by the County Road Administration Board.

B. The design of the vessel shall accommodate all walk-on passengers during typical peak times, accommodate legal loads of vehicles per Washington State Commercial Vehicle Guide and comply with U.S. Coast Guard safety standards and the Americans with Disabilities Act.

C. To approach the goal of a carbon neutral vessel and provide flexibility for future electric conversion and reliability, the design of the vessel shall be a hybrid diesel-electric.

#### **2. Terminals**

A. Design and construction of the marine structure modifications to the Gooseberry Point terminal and Lummi Island terminal to accommodate the new vessel is added to the 2019-2024 Six-Year Transportation Improvement Program. The timing of the design and construction shall coincide with the next cycle of funding by the County Road Administration Board and the construction of the new vessel.

B. In addition to the modifications to accommodate a new vessel, improvements to the Lummi Island terminal shall include: reconfigure the queuing lanes, install ADA restrooms, and improve bicycle and pedestrian loading by locating the queuing area as close to the vessel as possible to reduce the time required to load onto the ferry.

C. Implement remote ferry queue monitoring.

D. Implement self-service ticketing.

E. Whatcom County will initiate an intergovernmental agreement with the Lummi Nation to confirm the location of the Gooseberry Point Terminal as shown on the 2015 Lummi Nation TIGER grant application. Upon the finalization of the agreement Whatcom County Public Works shall initiate the environmental review and permitting process for the Gooseberry Point terminal relocation.

F. Construction of the new Gooseberry Point terminal relocation is to be accomplished prior to the end of the Uplands Lease Agreement with the Lummi Nation (October 2046). The design shall include dual lane loading and improve bicycle and pedestrian loading by locating the queuing area as close to the vessel as possible to reduce the time required to load onto the ferry.

G. Whatcom County shall coordinate the Gooseberry Point terminal relocation with the Lummi Nation's permitting, funding and construction of the future Fisherman's Cove Improvements.

H. As property becomes available, Whatcom County shall purchase lands adjacent and near the new location of the Gooseberry Point terminal. The property will be utilized for off-street queuing, parking, and passenger amenities.

I. All infrastructures shall be designed to accommodate the 100-year sea level rise prediction by NOAA.

### **3. Operations**

A. A Whatcom County ferry district will be created to increase grant opportunities. This district shall be funded by a seasonal surcharge on single cash fares for the capitalization of future vessels.

B. The long-term improvements shall be phased over time to allow for a complete funding portfolio to leverage a variety of funding sources and mechanisms.

C. Change the Whatcom County Comprehensive Plan policies regarding Ferry System service:

a. ~~Policy 6A-1: 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 unit 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 / SAEP population figure from OFM for Lummi Island.)~~ Public Works shall establish a performance metric to monitor service performance of the Lummi Island Ferry system. This will include a week long count at least every quarter in both sailing directions. This count will include percent capacity, on-time performance, and the number of vehicles left in the queue. The count shall be compared to the desired level of service of no more than two sailing waits during average weekday peak periods.

b. Strike Policy 6C-9:

~~Policy 6C-9: 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 System Level of Service Alternatives Analysis

---

Final Report

July 5, 2018

---

**Prepared by:**

KPFF Consulting Engineers  
Steer Davies Gleave  
Elliott Bay Design Group  
Progressions

## Contents

---

### Page ES-1

Executive Summary

### Page 1

Project Overview

### Page 2

Summary of Technical Analysis

### Page 11

Recommendations and Next Steps

## Appendices

Appendix A – Existing Conditions

Appendix B – Ridership Demand Forecast

Appendix C – LOS Analysis

Appendix D – Vessel Characteristics

Appendix E – Terminal Options

Appendix F – Financial Forecast and Funding Options

Appendix G – Service Alternatives

Appendix H – Public Outreach and Community Engagement

## EXECUTIVE SUMMARY

Capital assets that support the Lummi Island Ferry System are reaching the end of their useful life and must be replaced. To do so, Whatcom County Council Resolution 2017-012 directed Lummi Island Ferry Advisory Committee (LIFAC) to review alternatives for the Lummi Island Ferry System and recommend a Level of Service (LOS) Action Plan. This study includes an LOS Alternatives Analysis with recommendations to support the LOS Action Plan.

### Overview of the Lummi Island Ferry System

To plan for upcoming capital improvements for the Lummi Island Ferry System, the following elements set the foundation for the LOS Alternatives Analysis:

- » Whatcom County operates the Lummi Island Ferry Service that provides service to Lummi Island 365 days per year, 7 days per week. With a short crossing of about 5 minutes, ferry service is provided every 20 to 40 minutes on weekdays and every hour on the weekend. The crew collects fares on the vessel during transit.
- » The Whatcom Chief is the only vessel that provides service to Lummi Island from Gooseberry Point, and provides the only vehicle connection to the island. The vessel is over 50 years old and maintenance costs have increased significantly. To keep running, the Whatcom Chief is anticipated to require a major overhaul in eight years.
- » The Gooseberry Point ferry terminal area is leased from the Lummi Nation, and this lease will expire in 2046. It is anticipated that the existing bridge structure will need significant structural improvements in the next 10 years to maintain safe operations. Lummi Nation is planning to construct a marina in the current location of the ferry terminal requiring the terminal be relocated.
- » During annual dry dock of the ferry, Whatcom County contracts with a passenger-only ferry to provide service with limited parking provided to passengers.
- » There are limited amenities at the Gooseberry Point ferry terminal.
- » The community has expressed interest in keeping operating costs low, maintaining service frequency, and improving amenities (restrooms, parking, and security at Gooseberry Point as well as ADA restrooms at Lummi Island).

### Summary of LOS Alternatives Analysis

When planning for capital and asset improvements, including new ferries, the planning horizon extends over the life of that asset. In this case, we anticipate the new vessel to have a useful life similar to the Whatcom Chief—over 50 years. To plan over that time horizon, the consultant team conducted a LOS Alternatives Analysis by completing a ridership forecast model, establishing a LOS, developing vessel characteristics and terminal options, assessing potential funding sources and preparing a financial forecast, and conducting public outreach and community engagement. The following summarizes findings from the analysis:

- » Ridership is forecast to increase nearly 40% for passengers/pedestrians and about 16% for vehicles by 2040.
- » Because labor costs are a large portion of operating costs, a vessel with capacity for up to 34 cars was the largest alternative considered because it is anticipated to retain a crew size of three.
- » Based on the current capacity of the Whatcom Chief, the LOS experienced today will get significantly worse in the future. A vessel with a 34-car capacity is anticipated to meet average peak weekday demand estimated through 2060.



- » Conventional diesel, hybrid diesel-electric, and all-electric vessel options with capacity up to 34 cars were considered. Rough order of magnitude (ROM) costs for these vessel options range between \$9 million and \$16 million.
- » Having a back-up vehicle ferry would require storage and maintenance of the back-up vessel when it is not in use. Additionally, maintenance of the terminal structures would still require suspending service because there is only one vehicle ferry slip. A permanent passenger-only ferry float could be installed to maintain service during periods when the vehicle ferry is being maintained or when terminal maintenance is needed (ROM cost of \$1 million).
- » Operational improvements could include: increasing the efficiency of fare collection by implementing online ticket purchase and installing ticket vending machines, and spreading peak demand periods by installing cameras for passengers to view the ferry queue to adjust their travel and implementing a peak congestion pricing policy.
- » The existing marine structures would require modifications to increase the structural capacity for a larger vessel. The ROM costs for these modifications are \$7-9 million for both terminals.
- » To keep operating costs low and maintain service frequency, the Gooseberry Point ferry terminal should remain near the current Gooseberry Point ferry terminal location. Terminal options for Gooseberry Point include:
  - Remaining at the current terminal location and completing structural repairs (ROM cost \$4.5 million).
  - Relocated west of the current ferry terminal and constructing a new ferry slip (ROM cost \$26.5 million).
  - Potential future expansion as private property becomes available. Potential future expansion would allow for parking and amenities (ROM cost \$9.5 million).
- » Terminal options for Lummi Island include: reconfiguring the queuing lanes and adding ADA restrooms (ROM cost \$1.5 million).
- » Operating costs are anticipated to be less than current operating costs with any new vessel option based on the decreased maintenance costs.
- » Capital costs for improvements will require a diverse funding portfolio of local, state, and federal funds:
  - Local funds: Public Works Road Fund, general appropriations, bond issuance, local improvement districts, and recapitalization surcharge
  - State funds: Ferry Capital Improvement Program through County Road Administration Board (CRAB), Public Works Trust Fund
  - Federal funds: Federal Highway Administration (Surface Transportation Block Grant, Ferry Formula Program), U.S. Department of Transportation Better Utilizing Investments to Leverage Development grants)

## Recommendations and Next Steps

Based on the alternatives analysis, we recommend the following elements to achieve the desired LOS into the future and present suggested next steps to implementation:

### Recommendations

- » **Measuring LOS:** Track and calculate the number of cars per sailing and sailings in a service window. This could be done by the crew counting manually or via monitoring cameras. Monitor performance metrics including percent capacity, on-time performance, and number of vehicles left behind.
- » **Vessels:** Construct a 34-car, hybrid diesel-electric vessel.
- » **Terminal Improvements:** Replace the marine structures for the new vessel once designed. Install queue lane cameras and ticket vending machines. Complete structural improvements to the existing Gooseberry Point bridge structure. Initiate the environmental process for the Gooseberry Point terminal relocation. At Lummi Island, reconfigure the Lummi Island queuing and install ADA restrooms. Install an emergency passenger-only ferry float.
- » **Operational Improvements:** Improve bicycle and pedestrian loading by locating the queuing area as close to the vessel as possible to reduce the time required to load onto the ferry. Implement a peak congestion pricing fare policy on cash fares.
- » **Funding:** Institute a ferry district and implement a vessel replacement surcharge. Increase fares periodically with inflation to achieve the 55% farebox recovery. Seek out all grant funding options for capital projects.

### Next Steps:

1. Institute a ferry district and plan for future vessel replacement surcharge.
2. Install cameras to view the ferry queue and provide a live feed for passengers to monitor the queue.
3. Determine an online ticketing approach and/or ticket vending machine option to purchase and install.
4. Begin preliminary design of the vessel.
5. Once the vessel geometry and specifications are designed, design the marine structure modifications required to fit the new vessel in the existing terminals.
6. Initiate the CRAB funding process by requesting a call for projects in spring 2021.

## Resolution 2017-012 and Recommendations

The recommendations of the LOS Alternatives Analysis support the goals established by LIFAC and elements of the LIFAC Action Plan provided in Resolution 2017-012. Table EX-1 identifies each goal of the resolution and components of the Action Plan, the recommendation that addresses that goal and a timeframe for implementation.

**Table EX-1: Resolution 2017-012 Goals, Recommendations and Timeframe for Implementation**

	<b>Goals of the Lummi Island LOS</b>	<b>Recommendation</b>	<b>Timeframe</b>
<b>1.a.</b>	<i>Provide a vessel that will:</i>		
i.	Continue to meet and comply with current U.S. Coast Guard safety standards.	Include in vessel design standards.	At Vessel Design
ii.	Comply with the Americans with Disabilities Act (ADA).	Include in vessel design standards.	At Vessel Design
iii.	Accommodate legal loads of vehicles per WA State Commercial Vehicle Guide.	Part of Gooseberry Point terminal relocation.	Long-term / At Terminal Design
iv.	Balance capacity against operating costs (fuel, personnel, etc.) to ensure affordable fares over the long run, including needs-based fares.	34-car vessel has lowest risk of increasing crew size. Operating costs lower than the Chief.	Short-term
v.	Optimize vehicle demand, deck space and trip frequency to minimize wait times.	34-car vessel	Short-term
vi.	Accommodate all walk-on passengers during typical peak times.	Include in vessel design.	At Vessel Design
vii.	To the greatest extent possible, provide a carbon neutral vessel.	Hybrid diesel-electric provides flexibility for future electric conversion	At Vessel Design
<b>1.b.</b>	Provide parking spaces at both landings to accommodate dry dock times as well as peak walk-on commuters.	Parking expansion on Gooseberry Point as private property becomes available.	Long-term
<b>1.c.</b>	Provide an alternative location on Gooseberry Point for the current landing site.	Lummi Nation Marina site provides similar service frequency and LOS. Other sites evaluated did not maintain the desired LOS.	Long-term
<b>1.d.</b>	Build and maintain all infrastructures to accommodate the 100-year sea level rise prediction by NOAA.	Include in terminal design standards.	Long-term / At Terminal Design
<b>2.b.</b>	<i>Ferry System Action Plan will provide:</i>		
i.	Quantifiable measurements for the adopted LOS, e.g. Volume/Capacity and no more than two boat wait times as measured during weekday peak periods.	<ul style="list-style-type: none"> <li>34-car vessel is anticipated to provide LOS of max. two boat wait during peak weekday periods.</li> <li>Measure LOS through tracking capacity and vehicles left behind to monitor vehicle wait times.</li> </ul>	<ul style="list-style-type: none"> <li>Short-term</li> <li>Short-term</li> </ul>
ii.	Specific recommendations for service facilities to include but not limited to: restrooms, off-ferry ticketing kiosk, parking area security.	<ul style="list-style-type: none"> <li>Ticket-vending machines or online ticketing</li> <li>ADA restrooms on Lummi Island</li> <li>Parking area expansion on Gooseberry Point</li> </ul>	<ul style="list-style-type: none"> <li>Short-term</li> <li>Short-term</li> <li>Long-term</li> </ul>
iii.	Preliminary estimated costs to complete the improvements for the adopted LOS.	<ul style="list-style-type: none"> <li>Up to \$30 million</li> <li>Up to additional \$37 million</li> </ul>	<ul style="list-style-type: none"> <li>Short-term</li> <li>Long-term</li> </ul>
iv.	Preliminary alternatives in funding the necessary improvements.	<ul style="list-style-type: none"> <li>Ferry District</li> <li>Initiate CRAB Funding</li> <li>Apply for grants</li> <li>Plan for vessel replacement surcharge</li> </ul>	<ul style="list-style-type: none"> <li>Short-term</li> <li>Short-term</li> <li>Short-term and Long-term</li> <li>Short-term</li> </ul>

## Project Overview

With the Whatcom Chief and Gooseberry Point terminal infrastructure approaching the end of their useful lives, the Lummi Island Ferry Advisory Committee (LIFAC) was directed to prepare a Level of Service (LOS) Action Plan that will act as the guiding document for replacement of the Whatcom Chief and other capital asset improvements. This report provides findings and recommendations from the LOS Alternatives Analysis to support LIFAC's LOS Action Plan.

### Purpose

The LOS Alternatives Analysis was conducted to provide relevant information and recommendations to inform development of the LIFAC LOS Action Plan. The recommendations fully considered Whatcom County Council Resolution 2017-012.

### Approach

The LOS Alternatives Analysis included the following tasks:

- » Reviewing and summarizing existing conditions including previous studies, service delivery, existing vessel characteristics, infrastructure, and future upland development plans.
- » Completing a ridership demand forecast.
- » Establishing an existing LOS standard and comparing the existing LOS standard with potential vessel capacity options.
- » Developing vessel characteristics for a replacement vessel on the Lummi Island route.
- » Evaluating terminal improvement alternatives.
- » Assessing potential funding sources.
- » Conducting public outreach and community engagement throughout the study.

This report presents a summary of findings from the analyses conducted, as well as recommendations for LIFAC and the Whatcom County Council to support the desired and sustainable long-term LOS of the Lummi Island Ferry System. Memos from each task presenting the full analysis are included as appendices to this report.

#### WCC Resolution 2017-012 Exhibit A

LIFAC developed the following goals and LOS Action Plan Lummi Island Ferry System which were adopted by the Whatcom County Council (WCC) as part of Resolution 2017-012:

- » Provide a vessel that will:
  - Continue to meet and comply with current U.S. Coast Guard safety standards.
  - Comply with the Americans with Disabilities Act (ADA).
  - Accommodate legal loads of vehicles per Washington State Commercial Vehicle Guide.
  - Balance capacity against operating costs (fuel, personnel, etc.) to ensure affordable fares over the long run, including needs-based fares.
  - Optimize vehicle demand, deck space, and trip frequency to minimize wait times.
  - Accommodate all walk-on passengers during typical peak times.
  - To the greatest extent possible, provide a carbon neutral vessel.
- » Provide parking spaces at both landings to accommodate dry dock times as well as peak walk-on commuters.
- » Provide an alternative location on Gooseberry Point for the current landing site.
- » Build and maintain all infrastructures to accommodate the 100-year sea level rise prediction by NOAA.

The LOS Action Plan will include:

- » Quantifiable measurements for the adopted LOS, e.g. Volume/Capacity and no more than two boat wait times as measured during weekday peak periods.
- » Specific recommendations for service facilities to include but are not limited to: restrooms, off-ferry ticketing kiosk, parking area security.
- » Preliminary estimated costs to complete the improvements for the adopted LOS.
- » Preliminary alternatives in funding the necessary improvements.

## Summary of Technical Analysis

---

The following sections present the findings from the technical analyses completed as part of the LOS Alternatives Analysis, including summarizing existing conditions, developing a ridership demand forecast, preparing a LOS assessment, defining vessel characteristics, presenting terminal options, identifying funding options, outlining service alternatives, and conducting public outreach.

### Existing Conditions

To establish a thorough understanding of the existing conditions of the Lummi Island Ferry System, a detailed review was conducted of: previous studies, current service delivery (schedule, fares, governance, and costs), existing vessel and terminal conditions, and planned development activities in the vicinity of the terminals. The complete report can be found in Appendix A – Existing Conditions. Based on this review, the following key factors or considerations were established as foundational components of the LOS Alternatives Analysis:

- » Whatcom County Public Works operates the Lummi Island Ferry 365 days per year, 7 days per week. The transit time is approximately 5 minutes. Service is provided every 20-40 minutes (depending on the time of day) between 5:40 a.m. and 12:00 a.m. on weekdays and hourly service is provided between 7:00 a.m. and 12:00 a.m. on weekends.
- » The MV WHATCOM CHIEF has a capacity of 100 passengers and 16-20 vehicles, was constructed in 1962, and is the only vessel that provides service to Lummi Island. Due to the vessel's age, the annual dry dock and maintenance costs have increased over time. To accomplish this work, the vessel is typically taken out of service for a period of 2 to 3 weeks annually each fall; during this time, service is provided using a contracted passenger-only ferry capable of berthing in the existing vessel slip. Limited parking availability during dry dock creates challenges for passengers.
- » Operating costs are met through fares, state subsidies, and the Public Works Road Fund. The majority of capital investments are funded through the Public Works Road Fund. The Whatcom County Code (WCC 10.34.030) establishes a farebox recovery rate of 55 percent of operating costs.
- » Vessel crews collect round-trip fares aboard the vessel during the 5-minute crossing to the island. Passengers can pay with cash, credit card or multi-ride paper punchcard. It can be difficult to complete the fare collection process during peak periods and when there are high levels of credit card and cash payments.
- » Passengers have reported experiencing a three- to four-boat wait during the peak summer months.
- » The existing Gooseberry Point ferry terminal area is leased from the Lummi Nation, possesses limited passenger amenities, and has limited parking and security. The current lease will expire in 2046 and is not expected to be renewed. The Lummi Nation has developed plans for developing a marina where the Gooseberry Point ferry terminal currently exists. It is anticipated in the next 10 years that the Gooseberry Point ferry terminal will require structural repairs or replacement of the timber trestle.
- » The Lummi Island ferry terminal timber dolphins, breakwater, and terminal building have reached the end of their useful life and need to be replaced. Whatcom County is currently investigating options for an interim solution for the timber dolphins until the design of the replacement vessel is approved.
- » The terminals are not compliant with ADA accessibility standards and there are administrative load restrictions at both terminals that restrict some legal vehicle loads from crossing.
- » Based on zoning restrictions, the 2009 Subarea Plan suggests the peak buildout population could be around 3,000 residents (compared to 1,015 in 2016).



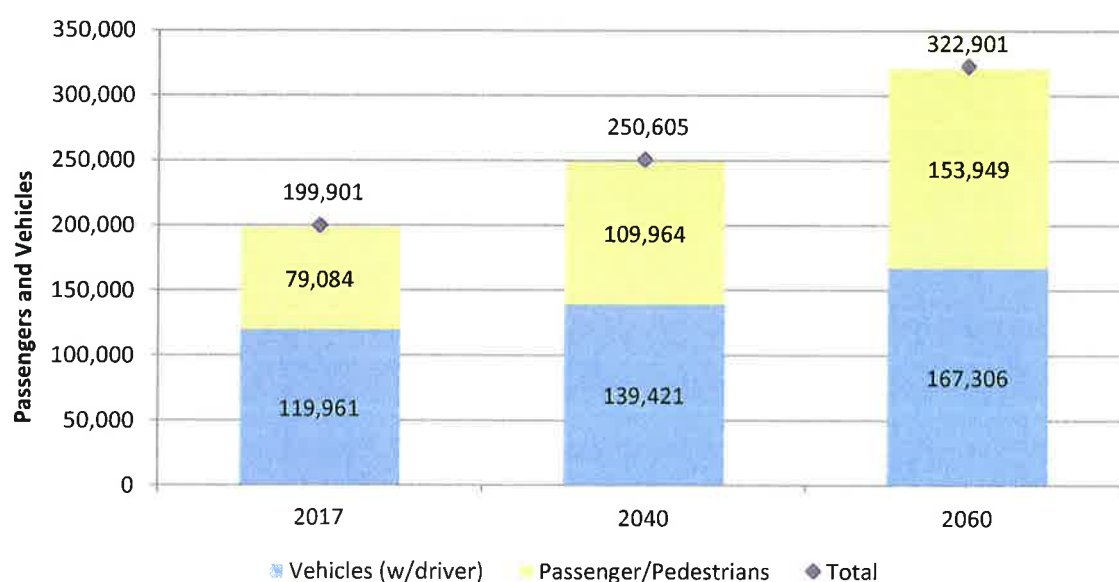
## Ridership Forecast

Based on historic ridership from 2007-2017 and fare data from 2004-2017 as well as regional population projections, a ridership demand model was developed to forecast anticipated ferry use. The model developed was unconstrained by capacity or schedule frequency, meaning the hourly demand will not change with a change in vessel capacity or changes in service schedules.

The demand model found that pedestrian/passenger ridership is forecast to increase nearly 40% for passengers/pedestrians and about 16% for vehicles by 2040. See Appendix B – Ridership and Growth Projections for complete findings and discussion of analysis. Key findings from this analysis include:

- » Ridership on the Lummi Island Ferry had generally declined from 2007 to 2013, but has been rebounding since 2014.
- » Following strong population growth through the end of 1990s, the population of Lummi Island has continued to see a slow increase since 2000. Additionally, the population has been aging as the result of longtime residents getting older and migration to the island consisting of additional middle-aged individuals and retirees.
- » Fares have increased considerably since 2004. The demographic shifts and fare policy changes have driven ridership patterns. While fare elasticities were developed based on fare changes from 2004, the relationship between fares and population dynamics were not included as part of this study.
- » Statistical models based on total Lummi Island population, working age Lummi Island population, and historic fares were used to generate unconstrained ridership forecasts to 2040. Using a projected population (0.5% growth per year) and constant fares in 2017 dollars<sup>1</sup>, pedestrian/passenger ridership is forecast to grow 1.74% per year and vehicles (with driver) at 0.87% annually to 2040 (from a 2016 base).
- » To plan for a vessel with an estimated lifespan of 40 years, the forecast ridership was estimated to 2060 using the growth rate from the 2020-2040 time period based on the model. Figure 1 illustrates the total ridership for passengers/pedestrians and vehicles for 2017, forecast for 2040, and estimated for 2060.

**Figure 1: 2017, Forecast 2040 and Estimated 2060 Ridership**



## LOS – Existing and Projected

LOS is a function of the ferry system's capacity and service frequency, and the wait time is dependent on how many vehicles the ferry system can move over a given time period. Vessel capacity and configuration impact how many cars can be carried at once. The frequency of sailings depends on the dwell time (time required to load/unload the vessel), transit time, and the service schedule. A ferry system can meet demand by either having bigger boats and less frequent service due to increased dwell time or by having smaller boats with less capacity to provide more frequent service. There is a limit on the frequency, so upsizing the vessel is the best way to improve/optimize service level delivery.

The current LOS serves as a baseline to compare replacement vessel options and their associated projected LOS, and to compare the projected LOS to what passengers currently experience. On the February 2018 passenger survey, the majority of respondents indicated that they experience longer than two-boat waits in the summer months. To compare what passengers experience to different vessel capacity, the LOS assessment reviewed current vessel capacity, frequency, and ridership demand. Next, the assessment included a comparison of projected ridership, service frequencies, and potential vessel capacity options. The assumptions and findings of this assessment are described below:

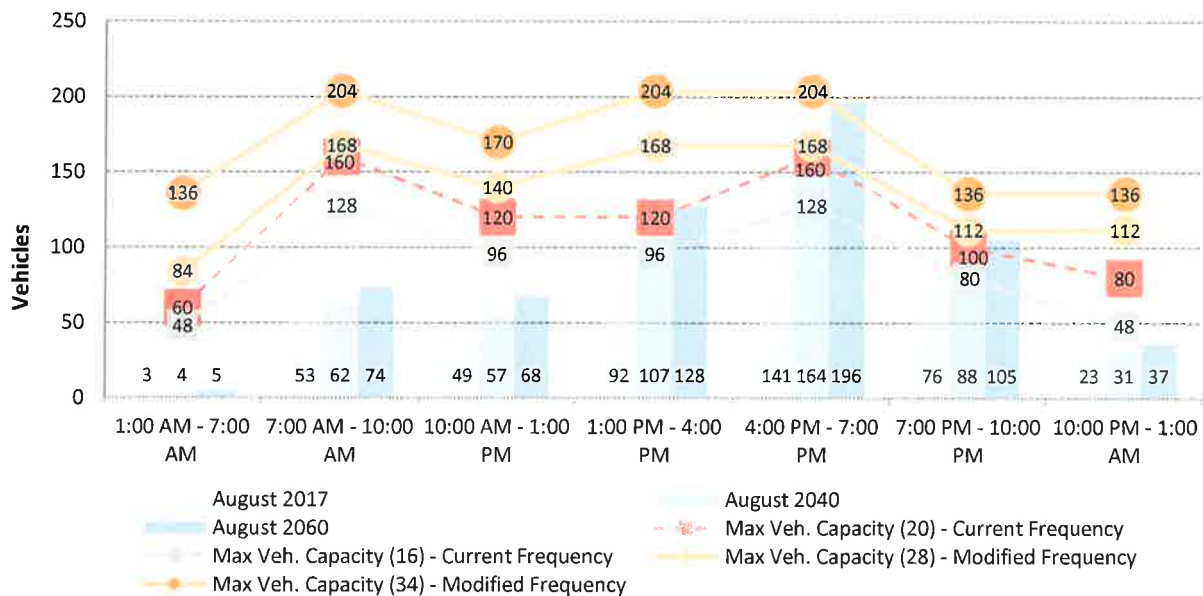
- » **Vessel Capacity:** By applying an automobile equivalent (AEQ)<sup>1</sup> design standard, the ferry (Whatcom Chief) can carry an average maximum of 16 vehicles and 97 passengers per sailing. To keep operating costs low and maintain comparable service frequency, the vessel capacities reviewed in this assessment include a 20-, 28-, and 34-car vessel.
- » **Frequency:** Although sailings are scheduled every 20 minutes during weekday peak ridership periods, that schedule is challenging to maintain over a long period due to crew breaks and especially when dwell time is increased by heavy vehicle or pedestrian volumes. For the purposes of comparing vessel and LOS options during the peak period, the current sailing frequency was assumed to be eight sailings in a three-hour window or the equivalent of departures every 22.5 minutes on average. The 20-car vessel with straight-lane loading/unloading is the maximum capacity to maintain the current sailing frequency. While all options would maintain a similar crossing time as the Whatcom Chief (5 minutes), the increased time required for loading and unloading more vehicles for the 28-car and 34-car vessel alternatives increases the time in the dock and results in a 30-minute roundtrip in peak periods.
- » **Demand:** To establish vehicle demand, current average weekday and weekend vehicle ridership was considered as well as the projected vehicle ridership for 2040 and estimated for 2060 from Gooseberry Point to Lummi Island. The current and projected average vehicle demand was compared to capacity and frequency over a three-hour service window for weekdays to assess how well the existing vessel and alternative vessel options perform. Pedestrian demand can be accommodated by all vessel sizes; therefore, pedestrian passenger demand was not a governing factor in the LOS assessment.

---

<sup>1</sup> AEQ is an industry-wide vehicle footprint based on Washington State Ferries, Alaska Marine Highways, North Carolina Department of Transportation and Texas Department of Transportation design standards to calculate vessel deck space.

In reviewing average weekday August<sup>2</sup> ridership for 2017, projected for 2040 and estimated for 2060 over a three-hour service window, the current vessel does not accommodate demand in the 4:00 to 7:00 p.m. period. This condition would become worse in 2040 and 2060. Although the 20-car vessel and 28-car vessels are projected to meet the current average peak demand, they would not meet projected 2040 demand. The 34-car capacity vessel would meet average demand throughout the year into 2060. Figure 2 presents the 2017, 2040, and 2060 average weekday ridership demand along with the vessel capacities.

**Figure 2: 2017, 2040, 2060 Average August Weekday Vehicle Ridership Demand and Vessel Capacity Options**



Based on the projected ridership and an evaluation of LOS compared to current passenger experiences, we recommend the Whatcom Chief be replaced with a 34-car vessel. This vessel size is anticipated to meet the average demand projected for 2040 and estimated for 2060 for weekdays.

#### Measuring and Monitoring LOS

Since LOS is a measure of demand and service capacity, we recommend tracking the service capacity on each sailing during the peak weekday period (4:00 p.m. to 7:00 p.m.) and the number of vehicles carried on each sailing. We also recommend tracking the number of vehicles in the queue over that service period. By tracking these numbers, the LOS (demand vs. capacity) can be calculated and monitored for the peak weekday period.

#### Recommendation

- Count the number of vehicles carried on each sailing and vehicles in the queue during the weekday peak period.

#### Recommendation

- Track performance metrics in both sailing directions, including percent capacity, on-time performance, and number of vehicles left behind.

<sup>2</sup> August typically has the highest ridership volumes and was used to forecast peak periods.



Achieving the desired LOS can be monitored through tracking performance measures on a weekly, monthly, and/or yearly basis. By tracking performance metrics, Whatcom County Public Works can observe trends and make operational adjustments if needed.

The following performance metrics can be used to measuring LOS:

- » Percent capacity – this would include counting how many vehicles and passengers boarded the vessel in each sailing. This would indicate when the vessel is approaching capacity.
- » On-time performance – establishing an on-time performance metric is an important strategy for monitoring service performance. A number of factors can contribute to service performance such as loading/unloading, terminal staging and transit time transit, and that these operations are consistently occurring within their allotted time.
- » Number of vehicles left behind – this would involve counting the vehicles left behind on each sailing. This can be achieved by having shoreside staff or a crew member count the vehicles, monitoring the queue with cameras, or traffic counting technology to track when vehicles arrive in the queue.

### Vessel Characteristics

To keep operating costs low and maintain high service frequency, vessel alternatives were limited to a maximum capacity of 34 vehicles. Three alternative vessel sizes, with capacities of 20, 28, and 34 vehicles were developed. Vessel characteristics identified in this analysis for each of the vessel options will lead to the preliminary design of a replacement vessel. For each vessel size, estimates of overall vessel dimensions, weight, and configurations were presented. See Appendix C – Vessel Alternatives Analysis for full discussion of vessel alternatives.

The new vessel alternatives have the following advantages over the Whatcom Chief:

- » Decreased annual maintenance costs
- » Increased efficiency by faster loading and unloading due to straight lane loading
- » Increased capacity

#### Recommendation:

- 34-car, hybrid diesel-electric vessel is the recommended alternative to provide sufficient capacity to meet forecast demand and be potentially converted to electric as technology improves.

### Propulsion Power Options

Based on the vessel sizes and the Lummi Island Ferry route conditions, this study reviewed conventional diesel, hybrid diesel-electric, and all-electric fuel propulsion systems. Because the vessel overnights on Lummi Island where there is limited power supply, the all-electric vessel is not recommended. However, the hybrid diesel-electric option would provide the opportunity for a conversion to all-electric in the future.

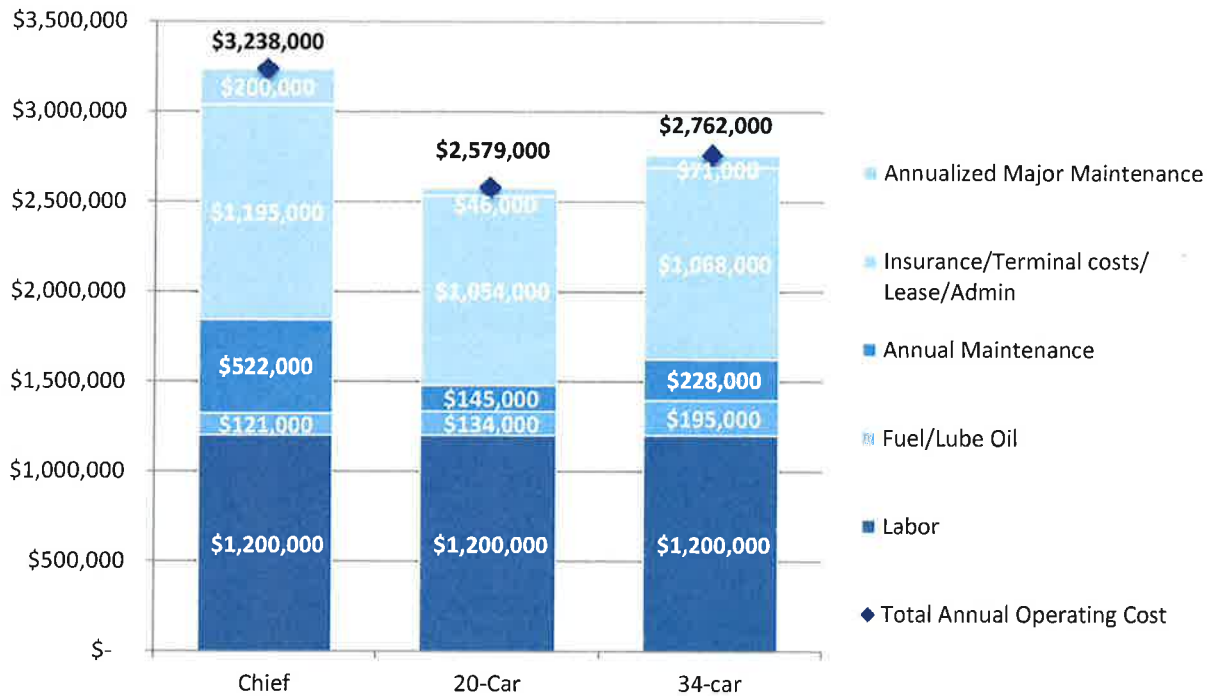
### ROM Costs

The new vessel is estimated to cost from \$9 million to \$16 million. Actual cost will depend on the size and configuration of the vessel once a design is developed.

Operating costs were estimated for the vessel options. Any new vessel is anticipated to have lower operating costs based on the decreased maintenance. The difference in operating costs between a 20-car vessel and a 34-car vessel is estimated to be under \$200,000 annually. The difference in operating costs associated with the 20-car vessel and 34-car vessel and the Whatcom Chief are about \$475,000 to \$650,000, respectively.

Figure 3 illustrates the current operating costs of the Whatcom Chief as well as the estimated operating costs for the 20-car vessel and 34-car vessel.

**Figure 3: Current Annual System Operating Costs and Estimated System Operating Costs using the Existing 20-car and 34-car Vessels<sup>3</sup>**



## Terminal Options

Terminal and operational improvements were considered for the Gooseberry Point ferry terminal and the Lummi Island ferry terminal. The following sections summarize the operational improvements and terminal options considered as well as ROM cost estimates for these options. See Appendix E for more detail on terminal options.

### Operational Improvements

Whatcom County currently collects fares while in transit. During periods of heavy traffic, this can slow service as the crew has to hold traffic from offloading while they complete fare collection. Moving the fare collection off the vessel by using pre-purchased tickets online and installing ticket vending machines can reduce the time for fare collection.

#### Recommendations for Operational Improvements:

- Provide online ticket purchase and on-site ticket vending machines to move fare collection off of the vessel.
- Install cameras for passengers to view the queue and for the captain to monitor traffic.

<sup>3</sup> Costs estimates are provided for the hybrid diesel-electric options and have been rounded to the nearest thousand.

Additionally, passengers have expressed interest in the ability to view the ferry queue via live camera feeds in order to plan their travel around busy periods. Cameras would also provide a way to count the vehicles left in the queue and provide the captain with a view of the queue.

#### Gooseberry Point

Based on the findings of the 2010 Gooseberry Point Ferry Dock Relocation Feasibility Study and the continued interest to keep operating cost low and provide frequent service, the Gooseberry Point ferry terminal is recommended to remain near its current location to maintain a similar LOS as the Whatcom Chief. Site alternatives reviewed included remaining in the current location at Gooseberry Point and relocating west of the current location within the proposed Lummi Nation marina. The study also outlined the potential for future upland expansion of queuing and parking on up to eight private parcels northwest of the existing marina. Figure 4 indicates where these three locations are located on Gooseberry Point.

**Figure 4: Gooseberry Point Terminal Improvement Option Locations**



Relocating the terminal will require an extensive environmental process involving significant time to complete. Therefore, we recommend a phased approach to development that includes structurally supporting the existing trestle structure in the next 10 years and beginning the environmental review process for relocating the terminal in the future. The environmental documents would include relocating the terminal to the Lummi Nation Marina site and potential upland expansion as properties become available. Moving forward with the terminal relocation would allow for dual-lane loading/unloading and reduce the time required to load and unload the vessel. While future expansion has the most significant challenges in acquiring private property as well as regulatory requirements, this future alternative would provide the most queuing and dedicated ferry parking off Haxton Way to improve safety, and it provides the maximum flexibility for sustainability of the ferry system.

#### Lummi Island Ferry Terminal

Proposed improvements at the Lummi Island ferry terminal include expanding the queuing capacity at the terminal, expanding the terminal building to include ADA-compliant restrooms, and adding a passenger-only ferry float for use during emergencies and when the vehicle ferry is out of service. To accommodate a larger

vessel, the Lummi Island ferry terminal will require minor modifications to the existing structures. While major marine structure improvements are not proposed in this study, we recommend that when major repairs are necessary in the future, the work include widening the Lummi Island transfer span to accommodate dual-lane loading and unloading to decrease dwell time.

**Recommendations to Terminal Improvements Short-term:**

- Complete in-water modifications to the terminals necessary for the new vessel (\$7-9 M)
- Complete structural improvements to the Gooseberry Point trestle (\$4.5 M)
- Initiate environmental process for Gooseberry Point terminal relocation
- Install cameras and TVMs
- Complete Lummi Island upland improvements (\$1.5 M)

**Recommendations to Terminal Improvements Long-term:**

- Install emergency passenger-only ferry float (\$1 M)
- Relocate Gooseberry Point terminal (\$26.5 M)
- Acquire properties as they become available on Gooseberry Point for upland expansion (\$9.5 M)

## Financial Forecast and Funding

A ten-year financial forecast was prepared incorporating replacement of the Chief Whatcom with a 34-car vessel and the recommended terminal improvements.

### Operating Cost Funding

Taking into account the Whatcom County Road Fund subsidy, the State Deficit Reimbursement fund allocation and without any increase in fares, the operating program shows a modest net operating income gain through 2021 with farebox recovery declining overtime if fares are not increased to maintain the pace of inflation. With an inflation level fare increase, the operating program shows a positive net operating income throughout the planning period. In 2026, when the replacement vessel comes online, operating expenses drop reflecting the lower cost of maintenance of the new vessel. The reduction in maintenance is offset slightly by the increased fuel consumption of the larger vessel. See Appendix F for the detailed financial forecast.

Because operating costs increase each year with inflation, we recommend that fares be periodically adjusted to account for this increase to maintain the required farebox recovery level. Another option to increase farebox recovery without increasing fares for Lummi Island residents would be to apply a surcharge on non-prepaid fares.

### Capital Cost Funding

Vessel replacement and terminal improvements require significant capital investments. Investment costs for the vessel beginning in 2024 and terminal improvements beginning in 2026 create significant unmet funding needs. Phasing the improvements over time will allow Whatcom County to build a complete funding portfolio leveraging a variety of funding sources and mechanisms. Capital projects can be funded in a variety of ways, often through a combination of funding mechanisms. The complete funding portfolio will likely draw on a number of local, state, and federal financing options.

**Recommendations for Operating Cost Funding**

- Increase fares periodically with inflation.

**Recommendations for Capital Cost Funding**

- Phase improvements over time to build a diverse funding portfolio.
- Implement a ferry district to increase grant opportunities.
- Implement a fare surcharge for recapitalization of a future ferry.



When considering grant options, it is important to consider that various grant sources may cover part of the cost, but grants must be matched with local funds typically in the range of 20 to 50%. For some grant programs, state funds can be used as matching funds for federal grants. Additionally, competition for grant funds can be stiff and it is likely that no single grant source will cover all of the costs.

Appendix F provides a matrix of potential funding options, eligibility, and a funding outlook for the following options:

### Local Funds

- » County Bond Issuance
- » Special District Levies (such as Ferry District, Local Improvement District, Road Improvement District)
- » Road fund
- » General appropriation
- » Vessel replacement surcharge

### Competitive Grants

- » State
  - State CRAB Funding
  - Washington State Department of Ecology Volkswagen Settlement Funds
- » Federal
  - Federal grants (such as BUILD)
  - Federal Highway Administration grants (such as Ferry Boat Program, Surface Transportation Block Grant Program)
  - Bridge Replacement Advisory Committee (BRAC) funds

## Public Outreach

As the desired LOS is driven by what experience the ferry passengers would like to have, receiving community input was necessary to conduct the LOS Alternatives Analysis. Community involvement and public outreach was conducted throughout this study. Outreach efforts included:

- » Monthly LIFAC meetings where members provided input on the LOS Alternatives Analysis and received consultant updates. In addition, LIFAC held open public work-sessions to have focused discussions on the LOS Alternatives Analysis and manage the process to work toward a recommendation.
- » Three public meetings were conducted during this study:
  - **November 16, 2017: Ferry System Improvements Input Gathering** with round table discussions addressing LIFAC questions to prioritize ferry system improvements.
  - **March 14, 2018: Existing and Future LOS and Alternatives Overview** included a discussion of the existing LOS, and how it compares to other vessel capacities along with projected ridership.
  - **May 22, 2018: Options and Costs** outlined the terminal and vessel options, ROM costs, funding options, and projected operating costs.
- » LIFAC conducted two public surveys in February 2018 and May 2018 to understand how people use the ferry and which proposed ferry system improvements they would like to prioritize.
- » Public comments were collected throughout the project.

## Recommendations and Next Steps

Based on the analysis conducted and the input received from the community, we recommend the following vessel characteristics, terminal improvements, implementation schedule and operational improvements to achieve the desired and sustainable LOS in the long term as well as next steps for implementation. Additionally, we have included a summary of how these recommendations meet the goals of Resolution 2017-012.

### Recommendations

#### Measuring and Monitoring LOS

- » To measure the LOS, we recommend calculating the maximum service capacity (cars per sailing and sailings in service period), as well as the amount of vehicles carried in the service period. Performance metrics like percent capacity, on-time performance, and number of vehicles left behind can be documented and tracked on a weekly, monthly, and/or annual basis to inform operations and planning.

#### Vessels

- » Based on the projected ridership and evaluation of LOS compared to what passengers experience today, we recommend the Whatcom Chief be replaced with a 34-car vessel. This vessel size is anticipated to accommodate the average demand projected for 2040 and estimated for 2060 for weekdays.
- » The vessel design should incorporate a hybrid diesel-electric fuel propulsion system to reduce emissions and fuel consumption as well as streamline conversion to all-electric propulsion in the future.
- » Up to \$15 M to design and build.

#### Terminal Improvements

- » Short-term (over next 10 years):
  - Complete in-water modifications to the terminals necessary for the new vessel (up to \$9 M)
  - Complete short-term structural improvements to the Gooseberry Point trestle (up to \$4.5 M)
  - Initiate environmental process for Gooseberry Point terminal relocation
  - Install cameras as well as TVMs and/or online ticketing systems
  - Complete Lummi Island upland improvements (\$1.5 M)
- » Long-term (over next 20-30 years):
  - Install emergency passenger-only ferry float (\$1 M)
  - Relocate Gooseberry Point terminal (\$26.5 M)
  - Acquire properties as they become available on Gooseberry Point for upland expansion (\$9 M)

#### Operational Improvements

- » Passenger and bicycle throughput time can be decreased by providing a separated lane, allowing them to load and unload simultaneously with vehicles. If this option is not feasible, allowing passengers and bicycles to queue as short a distance as possible from where they will load on the vessel will reduce load/unload time.
- » Consider congestion pricing that increases the full fare during peak periods (such as peak seasons or peak times of day). This pricing structure can shift passengers' travel patterns to travel at less congested time periods of the day, thus saving time and money.
- » Implement an online and on-site ticketing system to speed up the onboard fare collection process and reduce the risk of holding the ferry during busy sailings while fares are collected.
- » Provide a live camera feed of the queuing lanes to give customers an idea of anticipated wait times.

**Funding Approach**

- » Implement a vessel replacement surcharge.
- » Increase fares periodically at the rate of inflation to achieve the specified farebox recovery of 55%.
- » Seek out all grant funding opportunities for capital projects.
- » Institute a ferry district to expand dedicated ferry revenues and to become eligible for greater levels of grant funding from CRAB.

**Next Steps**

1. Institute a ferry district and plan for future vessel replacement surcharge.
2. Install cameras to view the ferry queue and provide a live feed for passengers to monitor the queue.
3. Determine an online ticketing approach and/or ticket vending machine option to purchase and install.
4. Begin preliminary design of the vessel.
5. Once the vessel geometry and specifications are designed, design the marine structure modifications required to fit the new vessel in the existing terminals.
6. Initiate the CRAB funding process by requesting a call for projects in spring 2021.

**Aligning Recommendations with Resolution 2017-012**

Each recommendation listed above addresses goals established by LIFAC and elements of the LIFAC Action Plan provided in Resolution 2017-012. Table 1 identifies each goal of the resolution and components of the Action Plan, the recommendation that addresses that goal and a timeframe for implementation.

**Table 1: Resolution 2017-012 Goals, Recommendations and Timeframe for Implementation**


	<b>Goals of the Lummi Island LOS</b>	<b>Recommendation</b>	<b>Timeframe</b>
1.a.	<i>Provide a vessel that will:</i>		
viii.	Continue to meet and comply with current U.S. Coast Guard safety standards.	Include in vessel design standards.	At Vessel Design
ix.	Comply with the Americans with Disabilities Act (ADA).	Include in vessel design standards.	At Vessel Design
x.	Accommodate legal loads of vehicles per Washington State Commercial Vehicle Guide.	Part of Gooseberry Point terminal relocation.	Long-term / At Terminal Design
xi.	Balance capacity against operating costs (fuel, personnel, etc.) to ensure affordable fares over the long run, including needs-based fares.	34-car vessel has lowest risk of increasing crew size. Operating costs lower than the Chief.	Short-term
xii.	Optimize vehicle demand, deck space and trip frequency to minimize wait times.	34-car vessel	Short-term
xiii.	Accommodate all walk-on passengers during typical peak times.	Include in vessel design.	At Vessel Design
xiv.	To the greatest extent possible, provide a carbon neutral vessel.	Hybrid diesel-electric provides flexibility for future electric conversion	At Vessel Design

	Goals of the Lummi Island LOS	Recommendation	Timeframe
1.b.	Provide parking spaces at both landings to accommodate dry dock times as well as peak walk-on commuters.	Parking expansion on Gooseberry Point as private property becomes available.	Long-term
1.c.	Provide an alternative location on Gooseberry Point for the current landing site.	Lummi Nation Marina site provides similar service frequency and LOS. Other sites evaluated did not maintain the desired LOS.	Long-term
1.d.	Build and maintain all infrastructures to accommodate the 100-year sea level rise prediction by NOAA.	Include in terminal design standards.	Long-term / At Terminal Design
2.b.	<i>Ferry System Action Plan will provide:</i>		
v.	Quantifiable measurements for the adopted LOS, e.g. Volume/Capacity and no more than two boat wait times as measured during weekday peak periods.	<ul style="list-style-type: none"> <li>• 34-car vessel is anticipated to provide LOS of no more than two boat wait during peak weekday periods.</li> <li>• Measure LOS through tracking capacity and vehicles left behind to monitor vehicle wait times.</li> </ul>	<ul style="list-style-type: none"> <li>• Short-term</li> <li>• Short-term</li> </ul>
vi.	Specific recommendations for service facilities to include but not limited to: restrooms, off-ferry ticketing kiosk, parking area security.	<ul style="list-style-type: none"> <li>• Ticket-vending machines or online ticketing</li> <li>• ADA restrooms on Lummi Island</li> <li>• Parking area expansion on Gooseberry Point</li> </ul>	<ul style="list-style-type: none"> <li>• Short-term</li> <li>• Short-term</li> <li>• Long-term</li> </ul>
vii.	Preliminary estimated costs to complete the improvements for the adopted LOS.	<ul style="list-style-type: none"> <li>• Up to \$30 million</li> <li>• Up to additional \$37 million</li> </ul>	<ul style="list-style-type: none"> <li>• Short-term</li> <li>• Long-term</li> </ul>
viii.	Preliminary alternatives in funding the necessary improvements.	<ul style="list-style-type: none"> <li>• Ferry District</li> <li>• Initiate CRAB Funding</li> <li>• Apply for grants</li> <li>• Plan for vessel replacement surcharge</li> </ul>	<ul style="list-style-type: none"> <li>• Short-term</li> <li>• Short-term</li> <li>• Short-term and Long-term</li> <li>• Short-term</li> </ul>



# WHATCOM COUNTY COUNCIL AGENDA BILL

NO. 2018 76 D

CLEARANCES	Initial	Date	Date Received in Council Office	Agenda Date	Assigned to:
Originator:	Council	7/2/2018		7/10/2018	SCOTW
Division Head:				7/24/2018	SCOTW
Dept. Head:		7.2.18			
Prosecutor:					
Purchasing/Budget:					
Executive:					

## TITLE OF DOCUMENT:

Discussion of Preliminary Draft Comp Plan and Zoning Code Amendmnts-Cherry Point

## ATTACHMENTS:

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

Discussion of preliminary draft Comprehensive Plan and Zoning Code amendments - Cherry Point

## COMMITTEE ACTION:

7/10/2018: Discussed and amended

## 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).

**WHATCOM COUNTY**

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



**Mark Personius**  
Director

**Memorandum**

July 17, 2018

TO: The Honorable Jack Louws, Whatcom County Executive  
The Honorable Whatcom County Council

FROM: Matt Aamot, Senior Planner *MA*

THROUGH: Mark Personius, Director *MP*

RE: Cherry Point Amendments (PLN2018-00009)

As you know, the Whatcom County Council approved Resolution 2018-015 on April 24, 2018 relating to the Cherry Point Urban Growth Area (UGA). This resolution addressed four basic issues:

- Requiring conditional use permits,
- Requiring master site planning;
- Reviewing and revising SEPA policy; and
- Reviewing and revising provisions for change of use and occupancy.

The Council's Special Committee of the Whole (SCOTW) met with staff on May 8, May 22, June 5, June 19, and July 10, 2018 to review existing County policies & regulations and provide further direction (preliminary working draft policy and code amendments reflecting Council direction through July 10 are attached). At the July 10 meeting, the relationship between County permits and state/federal permits was raised. The Cascadia Law Group's *Reducing Impacts from Fossil Fuel Projects Report to the Whatcom County Council* (Feb. 2018) states:

. . . The Major Project Permits criteria here could also include provisions tailored to Whatcom County and to the issues the Cherry Point Heavy Industrial District presents. A decision-making criterion could be added that requires any necessary state leases to have been already acquired for any piers or aquatic lands improvements, and to have already met any federal permitting needs, including properly addressing tribal treaty rights or the provisions of the Magnuson Amendment. This would not have the County enforcing the provisions of state or federal law; it would merely have the County requiring a demonstration in advance of County approvals that all federal and state approvals have been completed. Alternatively, the County could make acquisition of such state or federal approvals a condition of perfecting any local approval. . . (p. 24, see also p. 31).

Cascadia's report suggests two alternatives:

Alternative # 1 - Require an applicant to obtain state and federal approvals prior to County approval of a major project permit; or

Alternative # 2 - Require an applicant to obtain state and federal approvals as a condition of a County major project permit.

Concern has been expressed about allocating County staff time and resources to process County permits for major proposals that have not yet received federal or state permits. Alternative # 2 above would maintain the status quo, and would not change the County's time spent processing major project permit applications.

Alternative # 1 above may not save much County time either. An applicant could pursue state and federal approvals in parallel with the County permitting process. In fact, most County work could be completed on the application (while the applicant is simultaneously pursuing state and federal permits) except final approval by the County Council. Typically, the bulk of the County's staff time and resources would have been expended by this point in the process. Alternative # 1 may result in placing the County permit application on hold for an extended period of time, after most of the permit process has been completed, until the state and federal permit decisions are issued.

County Planning staff, including long range planning, current planning (that performs land use permitting), and management consulted with the Executive's Office on this issue. After discussion, we recommend that the Council simply maintain the existing code relating to this issue. Existing Whatcom County Code (WCC) 16.08.157.A, adopted last year (Ordinance 2017-005), states:

When there are grounds independent of SEPA that merit denial of a proposal that is undergoing preparation of a SEPA environmental impact statement (EIS), whether ongoing or postponed by the applicant, the county shall deny the application(s) related to the proposal, following receipt of a recommendation of denial from the responsible official, if the following requirements are met:

. . . Prior to completion of the EIS, the applicant has received a denial of a necessary permit or other authorization by another federal, state or local agency with jurisdiction on grounds independent of SEPA, without which the project cannot go forward.

The existing code provides a balanced approach that allows:

- An applicant to simultaneously pursue permits at the local, state, and federal government levels. This approach appears to be anticipated by the Local Project Review statute, which states that "A local government may combine any hearing on a project permit with any hearing that may be held by another local, state, regional, federal, or other agency provided that the hearing is held within the geographic boundary of the local government. . ." (RCW 36.70B.110(7)).
- The County to deny the local permit if a project (that requires an EIS) is denied by the federal or state government.

We recommend maintaining the existing code. However, if the County Council wants to require an applicant to comply with state and federal law prior to County approval of a major project permit, it could add the following language to WCC 20.88.100:

**.130** Pursuant to WCC 22.05.120 the hearing examiner shall recommend to the county council project approval, approval with conditions, or denial, based upon written findings and conclusions supported by the evidence of record. The hearing examiner's recommendation and county council's decision shall determine the adequacy of a major project permit application based on the following criteria:

(1) Will comply with the development standards and performance standards of the zone in which the proposed major development will be located; provided where a proposed major development has obtained a variance from the development and performance standards, standards as varied shall be applied to that project for the purposes of this act.

(2) Where the project is conditionally permitted in the zone in which it is located, the project must satisfy the standards for the issuance of a conditional use permit for the zone in which the project is located.

(3) Will be consistent with applicable laws and regulations.

(4) Will not substantially interfere with the operation of existing uses.

(5) Will be served by, or will be provided with essential utilities, facilities and services necessary to its operation, such as roads, drainage facilities, electricity, water supply, sewage disposal facilities, and police and fire protection. Standards for such utilities, facilities and services shall be those currently accepted by the state of Washington, Whatcom County, or the appropriate agency or division thereof.

(6) Will not impose uncompensated requirements for public expenditures for additional utilities, facilities and services, and will not impose uncompensated costs on other property owned.

(7) Will be appropriately responsive to any EIS prepared for the project.

(8) Will have obtained, if required, a state aquatic lands lease, a federal permit under Section 10 of the Rivers and Harbors Act (for structures in or over navigable waters of the U.S.), and/or a federal permit under Section 404 of the Clean Water Act (for fill into waters of the U.S.) prior to county council approval of the major project permit.

While (8) above could read "all state and federal approvals," it may be difficult to determine, with certainty, all the state and federal permits that may be needed. The language above takes a practical approach, focusing on major state and federal approvals required for over-water construction.



## **Exhibit A**

### **Whatcom County Comprehensive Plan Amendments**

*Amend the Whatcom County Comprehensive Plan (Chapter 2 – Land Use) as follows:*

#### **Major Industrial Urban Growth Area / Port Industrial**

##### *Cherry Point*

The Cherry Point Urban Growth Area (UGA) contains approximately 7,000 acres of industrial land. The land has long been planned and designated by Whatcom County for industrial development and is currently the site of three major industrial facilities including two oil refineries and an aluminum smelter. Together, these three existing industries own about 4,400 acres of the total Cherry Point industrial lands. A fourth large tract of undeveloped land constituting approximately 1,500 acres is designated for industrial development.

Because of the special characteristics of Cherry Point, including deep water port access, rail access, and proximity to Canada, this area has regional significance for the siting of large industrial or related facilities. General Petroleum constructed the Ferndale Refinery in 1954, Alumax/Pechiney/Howmet constructed the Aluminum Smelter in 1966, and the Atlantic Richfield Company constructed the Cherry Point Refinery in 1971. The existing industries in the Cherry Point UGA, which provide significant employment, have produced and shipped refined fossil fuels and other products for decades.

Cherry Point is also important historically and culturally to the Coast Salish people, and part of the usual and accustomed fishing area for five treaty tribes, reserved under the Treaty of Point Elliot of 1855. The Lummi Nation and Western Washington University have identified an ancestral village dating back over 3,000 years ago in this area. The Cherry Point UGA contains sites of primary archeological and cultural significance.

Since the designation of this area for industrial development years ago, newer scientific study of the shoreline ecology has identified Cherry Point's unique function as part of the Fraser River/Georgia Strait and greater Salish Sea ecosystem and the associated Cherry Point Aquatic Reserve has been designated by the state Department of Natural Resources to recognize the ecological importance of the aquatic lands in this area.

Since adoption of earlier versions of this Comprehensive Plan, governments have increased their recognition of the observed and projected effects that fossil fuel extraction, transportation and use have on human health and the environment.



Policy 2CC-11: It is the policy of Whatcom County to limit the number of industrial piers at Cherry Point to the existing three piers, taking into account the need to:

- ~~Honor any existing vested rights or other legally enforceable agreements for an additional dock/pier;~~
- Update the Whatcom County Shoreline Master Program to conform with this policy;
- Encourage the continued agency use of best available science;
- Support and remain consistent with the state Department of Natural Resources' withdrawal of Cherry Point tidelands and bedlands from the general leasing program and the species recovery goals of the Cherry Point Aquatic Reserve designation and Management Plan;
- Recognize federal actions upholding treaty rights;
- Protect traditional commercial and tribal fishing; and
- Prevent conflicts with vessel shipment operations of existing refineries that could lead to catastrophic oil or fuel spills.

Policy 2CC-16: The County ~~will, through applicable permitting processes, shall undertake a study to be completed if possible by December of 2017 to examine existing County laws, including those related to public health, safety, development, building, zoning, permitting, electrical, nuisance, and fire codes, and develop recommendations for legal ways the County may choose to seek to~~ limit the negative impacts on public safety, transportation, the economy, and environment from ~~new or expanded~~ crude oil, coal, liquefied petroleum gases, ~~and~~ natural gas, ~~and hazardous substance~~ exports from the Cherry Point UGA above levels in existence as of March 1, 2017.

~~To provide clear guidance to current and future county councils on the County's legal rights, responsibilities and limitations regarding interpretation and application of project evaluation under Section 20.88.130 (Major Projects Permits) of the Whatcom County Code.~~

~~The County should consider any legal advice freely submitted to the County by legal experts on behalf of a variety of stakeholder interests, and make that advice publicly available.~~



- ~~Based on the above study, develop proposed Comprehensive Plan amendments and associated code and rule amendments for Council consideration as soon as possible.~~
- ~~Until the above mentioned amendments are implemented, t~~The Prosecuting Attorney and/or the County Administration should provide the County Council written notice of all known pre-application correspondence or permit application submittals and notices, federal, state, or local that involve activity with the potential to expand the export of fossil fuels from Cherry Point.

Policy 2CC-17: Policy 2CC-16 shall not limit existing operations or maintenance of existing facilities as of March 1, 2017.

*Amend the Whatcom County Comprehensive Plan (Appendix A – Glossary) as follows:*

**Hazardous Substance:** Any liquid, solid, gas, or sludge, including any material, substance, product, commodity, or waste, regardless of quantity, that exhibits any of the physical, chemical or biological properties described in WAC 173-303-090 and/or 173-303-100.

## **Exhibit B**

### **Whatcom County Code Title 20 Amendments**

#### *Light Impact Industrial (LII) District*

*Amend WCC 20.66.050, LII Permitted Uses, as follows:*

- .063** Rail, truck and freight terminals; warehousing and storage; parcel delivery service; freight forwarding; inspection weighing services; and packaging and crating; except that new or expanded crude oil, liquefied petroleum gas, and natural gas facilities require a conditional use permit.
- .067** Construction contractors' business offices and related storage and equipment yards.
- .068** Wholesale trade or storage of durable and nondurable goods including automobile parts and supplies; tires and tubes; furniture and home furnishings; lumber and other construction materials; sporting goods, toys and hobby goods; metal service centers and offices; electrical goods; hardware, plumbing and heating equipment; machinery equipment and supplies; jewelry, watches and precious stones; other durable goods; paper and paper products; drugs, proprietaries and sundries; apparel, piece goods and notions; groceries and related products; beer, wine and distilled beverages; waste bottles; waste boxes; rags; waste paper; wiping rags and miscellaneous nondurable goods; provided, however, except that:
  - (1)** Trade, storage or processing of sulphur shall be prohibited.
  - (2)** New or expanded crude oil, liquefied petroleum gas, and natural gas facilities require a conditional use permit.
- .081** Freight railroad switching yards and terminals; except that new or expanded crude oil, liquefied petroleum gas, and natural gas facilities require a conditional use permit.

*Amend WCC 20.66.150, LII Conditional Uses, as follows:*

- .170** New or expanded transportation, storage, and distribution facilities for crude oil, liquefied petroleum gas, and/or natural gas.

*Amend WCC 20.66.200, LII Prohibited Uses, as follows:*

- .204** Bulk coal storage facilities.

## Heavy Impact Industrial (HII) District

Amend WCC 20.68.050, HII Permitted Uses, as follows:

**.054** The following are permitted uses except as otherwise prohibited:

- (1) The manufacture and process of paper including pulp, paper and paperboard mills; and building paper and board mill products.
- (2) The manufacture and processing of chemicals and allied products including industrial inorganic and organic chemicals; synthetic resins, rubber, fibers and plastic materials; soap, detergents and cleaning preparations; paint, linseed oil, shellac, lacquer and allied products; chemicals from gum and wood; and agricultural chemicals.
- (3) Refining and accessory storage of petroleum and asphalt.

On July 10, 2018, the County Council's Special Committee of the Whole provided direction to continue to allow accessory storage of refined petroleum products (such as gasoline) as a permitted use.

Question: Storage of crude oil for export would require a conditional use permit. Is it Council's intent to allow new or expanded storage facilities for crude oil that will be refined on-site as a permitted use or require a conditional use permit in the Heavy Impact Industrial zone?

- (4) The manufacture and processing of rubber and plastic products.
- (5) Leather tanning and finishing.
- (6) The manufacture and processing of cement and glass; and concrete, gypsum, plaster, abrasive, asbestos and nonmetallic mineral products.
- (7) Primary metal industries including blast furnaces and steel works; mills for primary smelting, secondary smelting, refining, reducing, finishing, rolling, drawing, extruding, and casting of ferrous and nonferrous metals; and the manufacture of miscellaneous metal products.

**.059** Bulk commodity storage facilities, and truck, rail, vessel and pipeline transshipment terminals and facilities; except that new or expanded crude oil, liquefied petroleum gas, and natural gas facilities require a conditional use permit.

**.081** Freight railroad switching yards and terminals; except that new or expanded crude oil, liquefied petroleum gas, and natural gas facilities require a conditional use permit.

~~**.082** Marine port facilities.~~

*WCC 20.68.100, HII Accessory Uses, currently allows:*

**.105** Other accessory uses and buildings, including security services, customarily appurtenant to a principally permitted use.

Note: No changes are currently proposed to WCC 20.68.105. It is included for informational purposes.

*Amend WCC 20.68.150, HII Conditional Uses, as follows:*

**.170** New or expanded transportation, storage, and distribution facilities for crude oil, liquefied petroleum gas, and/or natural gas.

*Amend WCC 20.68.200, HII Prohibited Uses, as follows:*

**.201** New piers in the Cherry Point Urban Growth Area. Reserved.

**.204** Bulk coal storage facilities.



## *Public Utilities Chapter*

*Amend WCC 20.82.030, Conditional Uses in the Public Utilities Chapter, as follows:*

### 20.82.030 Conditional uses.

The following uses shall require a conditional use permit ~~or major project permit and shall be subject to a threshold determination in accordance with the Whatcom County SEPA Ordinance:~~

- (1) Petroleum Pipelines – Pipelines carrying petroleum, petroleum products, and/or liquefied petroleum gas, except for:

(a) Replacement pipelines that are no larger than the pipelines being replaced, which are permitted.

(b) Natural gas pipelines, which are regulated as set forth in (2) below.

~~Transmission pipelines, or pipelines termed a distribution pipeline but having characteristics that fit the definition of a transmission pipeline, carrying petroleum and petroleum products other than natural gas when such pipelines will be located outside the zoning district classified as Heavy Impact Industrial.~~

- (2) Natural Gas Pipelines – Pipelines carrying natural gas, except for:

(a) Replacement pipelines that are no larger than the pipelines being replaced, which are permitted.

(b) Distribution lines that provide service directly to customers for consumption, which are permitted.

~~Regional transmission pipelines for the bulk conveyance of natural gas, or pipelines termed a distribution pipeline but having characteristics that fit the definition of a transmission pipeline. Except for the above conditions, natural gas pipelines which are owned and operated by a gas utility company regulated by the State Utilities and Transportation Commission and which are distribution lines owned by the utility that provide natural gas service directly to county citizens and businesses shall not be considered regional transmission lines.~~

## *Major Project Permits Chapter*

*Amend WCC 20.88.215, Major Project Permit Procedures, as follows:*

**.215** Procedures. ~~Major project permit Master plan~~ review shall be conducted under current review procedures. Other land use reviews may be conducted concurrently with the ~~major project permitmaster plan~~ review.

(a) Any ~~modifications, additions or~~ changes to an approved ~~major project permitmaster plan~~ are subject to the following:

(i) ~~Minor changes require approval of the zoning administrator, upon consultation with the technical committee. Minor changes are those amendments which may affect the dimensions, location and type of improvements of facilities; provided, the amendment maintains the basic character of the major project permit application approved by the county council including general type and location of dwellings and other land use activities, arrangement of buildings, density of the development, and provisions of the project to meet density bonus and open space requirements; and provided further, the standards of this chapter are met.~~

~~Minor changes shall be reviewed for compliance and compatibility with the approved master plan. A determination is made by the director.~~

(ii) ~~Major changes require approval of the county council. Major changes are those amendments which, in the opinion of the zoning administrator, upon consultation with the technical committee, substantially change the basic land use, design, density, open space or other requirements of the major project permit. No building or other permit shall be issued without prior review and approval of major changes by the county council. Major changes shall be subject to the original procedural application type,~~ subject to the fees as contained in the unified fee schedule.

(iii) ~~Major project permitsMaster plans~~ may include, as a condition of their approval, a requirement for periodic progress reports and mandatory updates on a predetermined interval.

~~++++ Council Special Committee of the Whole left off here on 7/10/2018 +++++~~

## *Definitions Chapter*

### **20.97.434.1 Technical committee.**

"Technical committee" or "technical review committee" means the designated representatives of the Whatcom County Planning and Development Services Director, who shall act as chairperson, the Whatcom County Public Works Director, and the Whatcom County Health Department Director.



## **Exhibit C**

### **Whatcom County Code Title 22 Amendments**

*Amend WCC 22.05, Project Permit Procedures, as follows:*

#### **22.05.110 Final decisions – Type I, II, and III applications.**

(1) The director or designee's final decision on all Type I or II applications shall be in the form of a written determination or permit. The determination or permit may be granted subject to conditions, modifications, or restrictions that are necessary to comply with all applicable codes.

(2) The hearing examiner's final decision on all Type III applications per WCC 22.05.020 or appeals per 22.05.160(1) shall either grant or deny the application or appeal.

(a) The hearing examiner may grant Type III applications subject to conditions, modifications or restrictions that the hearing examiner finds are necessary to make the application compatible with its environment, carry out the objectives and goals of the Comprehensive Plan, statutes, ordinances and regulations as well as other official policies and objectives of Whatcom County.

(b) Performance bonds or other security, acceptable to the prosecuting attorney, may be required to ensure compliance with the conditions, modifications and restrictions.

~~(c)~~ Insurance Placeholder

~~(de)~~ The hearing examiner shall render a final decision within 14 calendar days following the conclusion of all testimony and hearings. Each final decision of the hearing examiner shall be in writing and shall include findings and conclusions based on the record to support the decision.

~~(ed)~~ No final decision of the hearing examiner shall be subject to administrative or quasi-judicial review, except as provided herein.

(fe) The applicant, any party of record or any county department may appeal any final decision of the hearing examiner to superior court, except as otherwise specified in WCC 22.05.020.

**22.05.120 Recommendations and final decisions – Type IV applications.**  
**Recommended decisions to county council.**

- (1) For Type IV applications per WCC 22.05.020 the hearing examiner's recommendations to the county council may be to grant, grant with conditions or deny an application. The hearing examiner's recommendation may include conditions, modifications or restrictions as may be necessary to make the application compatible with its environment, carry out the objectives and goals of the Comprehensive Plan, statutes, ordinances and regulations as well as other official policies and objectives of Whatcom County.
- (2) Each recommended decision of the hearing examiner for an application identified as a Type IV application per WCC 20.05.020 shall be in writing to the clerk of the county council and shall include findings and conclusions based upon the record to support the decision. Such findings and conclusions shall also set forth the manner in which the decision carries out and conforms to the county's Comprehensive Plan and complies with the applicable statutes, ordinances or regulations.
- (3) The deliberation of the county council on quasi-judicial actions shall be in accordance with WCC 22.05.090(4) and Chapter 42.36 RCW.
- (4) For planned unit developments and major project permits the following shall apply:
  - (a) The recommendation of the hearing examiner regarding planned unit developments and major project permits shall be based upon the criteria set forth in WCC 20.85.335 and 20.88.130, respectively.
  - (b) The hearing examiner shall file the recommendation with the clerk of the county council within 21 calendar days following the conclusion of the open record hearing.
  - (c) The county council shall conduct the following within the specified timeframes, except as provided in subsection (iii):
    - (i) Hold a public meeting, not an open record public hearing, to deliberate on the project application within 28 calendar days after receiving the hearing examiner's recommendation.

(ii) Issue a final written decision within 21 calendar days of the public meeting.

(iii) The county council may exceed the time limits in subsection (i) or (ii) if the county council meeting schedule does not accommodate a meeting within the above timeframes, or if the county council makes written findings that a specified amount of additional time is needed to process a specific application or project type, per RCW 36.70B.080(1).

- (5) The county council's final written decision may include conditions when the project is approved and shall state the findings of fact upon which the decision is based.

(a) Performance bonds or other security, acceptable to the prosecuting attorney, may be required to ensure compliance with the conditions, modifications and restrictions.

(b) Insurance Placeholder

- (6) Any deliberation or decision of the county council shall be based solely upon consideration of the record established by the hearing examiner, the recommendations of the hearing examiner and the criteria set forth in county code.

## **SEPA – GHG Analysis Alternatives**

Alternative 1–Require GHG Analysis in EIS for Crude Oil, LPG, Natural Gas Facilities

*Add the following to WCC 16.08, State Environmental Policy Act:*

16.08.121 Preparation of EIS – Greenhouse gas analysis.

If a draft EIS and final EIS or draft and final SEIS is required for new or expanded transportation, storage, or distribution facilities for crude oil, liquefied petroleum gas, or natural gas, the EIS or SEIS shall include a greenhouse gas analysis.

Alternative 2–Consider GHG Analysis in EIS for Crude Oil, LPG, Natural Gas Facilities

*Add the following to WCC 16.08, State Environmental Policy Act:*

16.08.121 Preparation of EIS – Greenhouse gas analysis.

If a DEIS and FEIS or draft and final SEIS is required for new or expanded transportation, storage, or distribution facilities for crude oil, liquefied petroleum gas, or natural gas, the SEPA responsible official shall consult with affected agencies and determine whether to require a greenhouse gas analysis.

CLEARANCES	Initial	Date	Date Received in Council Office	Agenda Date	Assigned to:
Originator:		6/12/2018		6/19/2018	Introduction
Division Head:				7/10/2018	Introduction
Dept. Head:	<i>[Signature]</i>	6-13-18		7/24/2018	Public Hearing
Prosecutor:	<i>[Signature]</i>	6/13/18			
Purchasing/Budget:					
Executive:					

**TITLE OF DOCUMENT:**

Interim ordinance regs for siting &amp; operation of homeless encampments

**ATTACHMENTS:**

Interim ordinance

SEPA review required? ( ) Yes ( ) NO      Should Clerk schedule a hearing ? ( X ) Yes ( ) NO  
 SEPA review completed? ( ) Yes ( ) NO      Requested Date: 7/10/2018

**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 interim ordinance of Whatcom County, Washington relating to land use and zoning; declaring an emergency; adopting interim zoning regulations for the siting, establishment, and operation of temporary tent emcampments; and setting twelve months as the effective period of the interim zoning regulations to allow the County to study the land use impacts of such uses.

**COMMITTEE ACTION:**

7/10/2018: Discussed and amended

**COUNCIL ACTION:**

6/19/2018: Withdrawn. To be rescheduled at the next Council meeting  
 7/10/2018: Substitute Introduced 6-0, Ballew absent

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).

**WHATCOM COUNTY**

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



**Mark Personius, AICP**  
Director

**Memorandum**

TO: The Honorable Whatcom County Council

FROM: Mark Personius, AICP, Director *MP*

DATE: June 29, 2018

SUBJECT: Interim Temporary Homeless Facilities Ordinance

---

Attached is the Interim One-Year Temporary Homeless Facilities Ordinance requested by Council for Introduction at your July 10th meeting. The proposed ordinance includes the changes requested by public commenters and Council at the June 19th meeting for the Emergency 60-Day Temporary Tent Encampment Ordinance (Ord. 2018-039).

The draft One-Year Interim Ordinance also includes several additional changes from Ord. 2018-039. Most notably the proposal:

- Allows for two distinct types of temporary homeless facilities—temporary “tent” encampments and temporary “tiny house” encampments;
- Applies definitions, application requirements, conditions to protect public health and safety, and permitting process for such facilities, including duration of such facilities;
- Requires consistency with applicable County development standards; and
- Requires an operations plan be submitted and approved for site management of such facilities.

Please feel free to contact me at 360-778-5950 with any questions or concerns.

Thank you.

Attachment:  
Interim Temporary Homeless Facilities Ordinance

**ORDINANCE NO. \_\_\_\_\_**  
**(AN INTERIM ORDINANCE OF WHATCOM COUNTY, WASHINGTON)**

**ADOPTING INTERIM ZONING REGULATIONS FOR THE SITING, ESTABLISHMENT,  
AND OPERATION OF TEMPORARY HOMELESS FACILITIES**

**WHEREAS**, homelessness continues to be a local, regional and national challenge due to many social and economic factors; and

**WHEREAS**, tent and tiny house encampments have become a temporary mechanism for providing shelter for homeless individuals and families; and

**WHEREAS**, under RCW 36.01.290 the Washington State Legislature has authorized religious organizations to host temporary encampments to provide shelter for homeless individuals on property that these religious organizations own or control; and

**WHEREAS**, on June 19, 2018, the Whatcom County Council adopted an emergency ordinance (Ordinance 2018-039) adopting regulations for the establishment and operation of temporary tent encampments that is effective for 60 days; and

**WHEREAS**, the Whatcom County Code does not currently have permanent provisions addressing the establishment and operation of temporary homeless facilities; and

**WHEREAS**, an emergency exists necessitating adoption of interim temporary homeless facilities regulations and processing requirements to preserve and protect public health and safety and prevent danger to public or private property; and

**WHEREAS**, the proposed interim ordinance will replace Ordinance 2018-039 by adopting interim regulations for one year; and

**WHEREAS**, interim zoning controls enacted under RCW 36.70A.390 and/or RCW 36.70.790 are methods by which the County may preserve the status quo so that new plans and regulations will not be rendered moot by intervening development; and

**WHEREAS**, RCW 36.70A.390 and RCW 36.70.790 both authorize the enactment of an interim zoning map, interim zoning ordinance, or interim official control without holding a public hearing as long as a public hearing is held within at least sixty days of enactment; and

**WHEREAS**, RCW 36.70A.390 provides that, "A county or city governing body that adopts a moratorium, interim zoning map, interim zoning ordinance, or interim official control without holding a public hearing on the proposed moratorium, interim zoning map, interim zoning ordinance, or interim official control, shall hold a public hearing on the adopted moratorium, interim zoning map, interim zoning ordinance, or interim official control within at least sixty days of its adoption, whether or not the governing body received a recommendation on the matter from the planning commission or department. If the governing body does not adopt findings of fact justifying its action before this hearing, then the governing body shall do so immediately after this public hearing. A moratorium, interim zoning map, interim zoning ordinance, or interim official control adopted under this



1 *section may be effective for not longer than six months, but may be effective for up to one*  
2 *year if a work plan is developed for related studies providing for such a longer period. A*  
3 *moratorium, interim zoning map, interim zoning ordinance, or interim official control may be*  
4 *renewed for one or more six-month periods if a subsequent public hearing is held and*  
5 *findings of fact are made prior to each renewal"; and*  
6

7 **WHEREAS,** in conformity with the responsibilities of Whatcom County to meet public  
8 health, safety and welfare requirements and provide zoning and land use regulations  
9 pursuant to state law, and the County's authority to regulate land use activity within its  
10 corporate limits, the County intends to develop appropriate public health, safety and welfare  
11 requirements and zoning and land use regulations for the establishment and operation of  
12 temporary homeless facilities; and  
13

14 **WHEREAS,** the County Council has determined it needs additional time to conduct  
15 appropriate research to analyze the effects of the establishment and operation of temporary  
16 homeless facilities; and  
17

18 **WHEREAS,** interim zoning will provide the County with additional time to review and  
19 amend its public health, safety and welfare requirements and zoning and land use  
20 regulations related to the establishment and operation of temporary homeless facilities;  
21 and  
22

23 **WHEREAS,** interim zoning will also allow qualifying religious organizations and  
24 registered not-for-profit, tax exempt 501(c)(3) organizations the opportunity to establish  
25 and operate temporary homeless facilities; and  
26

27 **WHEREAS,** a determination of non-significance (DNS) was issued under the State  
28 Environmental Policy Act (SEPA) on July 3, 2018; and  
29

30 **WHEREAS,** the County Council concludes that the County does have the authority to  
31 establish an interim zoning ordinance and that the County must adopt interim zoning  
32 concerning the establishment and operation of temporary homeless facilities to act as a  
33 stop- gap measure: (a) to provide the County with an opportunity to study the issues  
34 concerning the establishment and operation of temporary homeless facilities and  
35 prepare appropriate revisions to the County's codes and regulations; (b) to protect the  
36 health, safety, and welfare of the citizens of Whatcom County by avoiding and  
37 ameliorating negative impacts and unintended consequences of establishing and  
38 operating temporary homeless facilities and (c) to avoid applicants possibly establishing  
39 vested rights contrary to and inconsistent with any revisions the County may make to its  
40 rules and regulations as a result of the County's study of this matter; and  
41

42 **WHEREAS,** the County Council adopts the foregoing as its findings of facts justifying  
43 the adoption of this Ordinance; and  
44

45 **NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that:**  
46

47 **Section 1. Findings of Fact.** The County Council adopts the above "WHEREAS" recitals  
48 as findings of fact in support of its action as required by RCW 36. 70A.390 and RCW  
49 36.70.790.  
50

51 **Section 2. Regulations established.** Regulations concerning the establishment and  
52 processing of applications for temporary homeless facilities in unincorporated Whatcom  
53 County are hereby established. Establishing such facilities contrary to the provisions of  
54 this ordinance is prohibited. Administrative Use approvals shall be required for

temporary homeless facilities in the County. Applications for administrative use approvals, land use approvals, or any other permit or approval, in any way associated with temporary homeless facilities, shall not be processed, issued, granted, or approved unless in compliance with this ordinance. If a temporary homeless facility is established in violation of this ordinance or if, after an administrative use permit is issued for the same, the director of the planning and development services department determines that the permit holder has violated this ordinance or any condition of the permit, the temporary homeless facility, its sponsor and managing agency shall be subject to code enforcement and all activities associated with the temporary homeless facility shall cease, and the site shall be vacated and restored to its pre-encampment conditions.

**Section 3. Definitions.** The following definitions apply to temporary homeless facilities:

- A. "Temporary homeless facility" means a facility providing temporary housing accommodations that includes a sponsor and managing agency, the primary purpose of which is to provide temporary shelter for people experiencing homelessness in general or for specific populations of the homeless. Temporary homeless facilities include temporary tent encampments and temporary tiny house encampments.
- B. "Temporary tent encampment" means a short-term living facility for a group of homeless people that is composed of tents or other temporary structures, as approved by the director, on a site provided or arranged for by a sponsor with services provided by a sponsor and supervised by a managing agency.
- C. "Temporary tiny house encampment" means a temporary homeless facility for a group of people living in purpose-built tiny houses for people experiencing homelessness, as approved by the director, on a site provided or arranged for by a sponsor with services provided by a sponsor and supervised by a managing agency. Temporary tiny houses for the homeless are typically less than 200 square feet and easily constructed and moved to various locations. For the purposes of this ordinance, temporary tiny homes are not dwelling units and, as such, are not required to meet building codes.
- D. "Managing agency" means an organization identified as the manager of a temporary homeless facility that has the capacity to organize and manage a temporary homeless facility. Managing agencies are limited to religious organizations and non-profit agencies. A "managing agency" may be the same entity as the sponsor.
- E. "Sponsor " means an organization that :
  - 1. invites a temporary homeless facility to reside on land they own or lease; and
  - 2. is a State of Washington registered not-for-profit corporation and federally recognized tax exempt 501(c)(3) organization; or
  - 3. is recognized by the Internal Revenue Service as exempt from federal income taxes as a religious organization, which expresses its religious mission, in part, by organizing living accommodations for the homeless.
- F. "Director" means the Planning and Development Services Department Director.

**Section 4. Requirements.** The following requirements shall apply to all temporary homeless facilities approved under this ordinance, unless modified by the director through approval of an administrative use permit.

- 1  
2 A. The encampment shall be located a minimum of 20 feet from the property line of  
3 abutting properties containing commercial, industrial, and multifamily residential  
4 uses. The encampment shall be located a minimum of 40 feet from the property  
5 line of abutting properties containing single-family residential or public  
6 recreational uses, unless the director finds that a reduced buffer width will  
7 provide adequate separation between the encampment and adjoining uses, due  
8 to changes in elevation, intervening buildings or other physical characteristics of  
9 the site of the encampment.  
10  
11 B. No temporary homeless facility shall be located within a critical area or its buffer  
12 as defined by Whatcom County Code (WCC) 16.16 or 23.  
13  
14 C. A temporary homeless facility shall comply with the applicable development  
15 standards of Whatcom County Code Title 20 Zoning, except that temporary  
16 homeless facilities shall not be considered structures for the purposes of  
17 calculating parcel's total lot coverage, as defined by WCC 20.97.217.  
18  
19 D. A six-foot-tall fence is required around the perimeter of the encampment to limit  
20 access to the site for safety and security reasons; provided, that the fencing does  
21 not create a sight obstruction at the street or street intersections or curbs as  
22 determined by the county engineer, unless the director determines that there is  
23 sufficient vegetation, topographic variation, or other site conditions such that  
24 fencing would not be needed.  
25  
26 E. Exterior lighting must be directed downward and glare contained within the  
27 temporary encampment.  
28  
29 F. The maximum number of residents at a temporary encampment site shall be  
30 determined by the director taking into consideration site conditions, but in no  
31 case shall the number be greater than fifty (50) people.  
32  
33 G. On-site parking of the sponsor shall not be displaced unless sufficient required  
34 off- street parking remains available for the host's use to compensate for the loss  
35 of on- site parking or unless a shared parking agreement is executed with  
36 adjacent properties.  
37  
38 H. A transportation plan, including provisions for transit, and pedestrian and bicycle  
39 ingress and egress to the encampment, shall be submitted for review and  
40 approval.  
41  
42 I. No children under the age of 18 are allowed to stay overnight in the temporary  
43 encampment, unless accompanied by a parent or guardian. If a child under the  
44 age of 18 without a parent or guardian present attempts to stay at the  
45 encampment, the sponsor and the managing agency shall immediately contact  
46 Child Protective Services and shall actively endeavor to find alternative shelter for  
47 the child.  
48  
49 J. The sponsor or managing agency shall provide and enforce a written code of  
50 conduct, which not only provides for the health, safety and welfare of the  
51 temporary encampment residents, but also mitigates impacts to neighbors and  
52 the community. A copy of the code of conduct shall be submitted to the County  
53 at the time of application for the administrative use permit. Said code shall be  
54 incorporated into the conditions of approval. The managing agency shall post the

County approved written code of conduct on site.

- K. An operations plan must be provided that addresses site management, site maintenance, and provision of human and social services. Individuals or organizations shall have either a demonstrated experience providing similar services to homeless residents; and/or certification or academic credentials in an applicable human service field; and/or applicable experience in a related program with a homeless population. Should an individual or organization not have any of the preceding qualifications, additional prescriptive measures may be required to minimize risk to both residents of the temporary homeless facility and the community in general.
- L. The sponsor and the managing agency shall ensure compliance with Washington State laws and regulations and the Whatcom County Health Department's regulations concerning, but not limited to, drinking water connections, solid waste disposal, and human waste. The sponsor and the managing agency shall permit inspections by local agencies and/or departments to ensure such compliance and shall implement all directives resulting therefrom within the specified time period.
- M. The sponsor and managing agency shall assure all applicable public health regulations, including but not limited to the following, will be met for:
  - 1. Potable water, which shall be available at all times at the site;
  - 2. Sanitary portable toilets, which shall be set back from all property lines as determined by the director;
  - 3. Hand-washing stations by the toilets and food preparation areas;
  - 4. Food preparation or service tents; and
  - 5. Refuse receptacles.
- N. Public health regulations (WAC 246.215 and WCC 24.03) on food donations and food handling and storage, including proper temperature control, shall be followed and homeless encampment residents involved in food donations and storages shall be made aware of these Whatcom County Health Department requirements.
- O. The sponsor and the managing agency shall designate points of contact and provide contact information (24 hour accessible phone contact) to the chief criminal deputy of the Whatcom County Sheriff or his/her designee. At least one designated point of contact shall be on duty at all times. The names of the on-duty points of contact shall be posted on-site daily and their contact information shall be provided to the Whatcom County Sheriff's Office as described above.
- P. Facilities for dealing with trash shall be provided on-site throughout the encampment. A regular trash patrol in the immediate vicinity of the temporary encampment site shall be provided.
- Q. The sponsor and the managing agency shall take all reasonable and legal steps to obtain verifiable identification information, to include full name and date of birth, from current and prospective encampment residents and use the identification to obtain sex offender and warrant checks from appropriate agencies. The sponsor and the managing agency shall keep a current log of names and dates of all people who stay overnight in the encampment. This log shall be available upon request to law enforcement agencies and prospective

1 encampment residents shall be so advised by the sponsor and managing agency.  
2 Persons who have active warrants, or who are required to register as sex  
3 offenders, are prohibited from the encampment's location.  
4

- 5 R. The sponsor and the managing agency shall immediately contact the Whatcom  
6 County Sheriff's Office if someone is rejected or ejected from the encampment  
7 when the reason for rejection or ejection is an active warrant or a match on a sex  
8 offender check, or if, in the opinion of the on-duty point of contact or on-duty  
9 security staff, the rejected/ejected person is a potential threat to the community.  
10  
11 S. Tents over 300 square feet in size and canopies in excess of 400 square feet shall  
12 utilize flame retardant materials.  
13  
14 T. The sponsor, the managing agency and temporary encampment residents shall  
15 cooperate with other providers of shelters and services for homeless persons  
16 within the County and shall make inquiry with these providers regarding the  
17 availability of existing resources.  
18  
19 U. The sponsor and/or managing agency shall provide before-encampment photos of  
20 the host site with the application. Upon vacation of the temporary encampment,  
21 all temporary structures and debris shall be removed from the host site within  
22 one calendar week.  
23  
24 V. Upon cessation of the temporary encampment, the site shall be restored, as near  
25 as possible, to its original condition. Where deemed necessary by the director,  
26 the sponsor and/or managing agency shall re-plant areas in which vegetation had  
27 been removed or destroyed.  
28

29 **Section 5. Frequency and duration of temporary homeless facilities.**  
30

- 31 A. No more than a maximum of 100 people may be housed in temporary homeless  
32 facilities (encampments) located in the unincorporated County at any time.  
33 Multiple encampment locations may be permitted provided that the aggregate  
34 total of people in all temporary tent and/or tiny house encampments shall not  
35 exceed 100.  
36  
37 B. The director shall not grant a permit for the same site more than once in any  
38 calendar year; provided that director is not authorized to issue a permit for the  
39 same site sooner than 180 days from the date the site is vacated as provided for  
40 in Section 4 of this ordinance.  
41  
42 C. Temporary tent encampments may be approved for a period not to exceed 180  
43 days. The director may grant one 180-day extension, provided all conditions have  
44 been complied with and circumstances associated with the use have not changed.  
45 This extension shall be subject to a Type II review process and may be appealed  
46 to the hearing examiner as provided in WCC 22.05.020(1). The permit shall  
47 specify a date by which the use shall be terminated and the site vacated and  
48 restored to its pre-encampment condition.  
49  
50 D. Temporary tiny house encampments may be approved for a period of between  
51 six months and up to one year, provided the sponsor and managing agency  
52 comply with all permit conditions. The director may grant one or more  
53 extension(s) not to exceed one additional year, provided enabling legislation  
54 allows so. Extensions are subject to a Type II review process and may be

1 appealed to the hearing examiner as provided in WCC 22.05.020(1). The permit  
2 shall specify a date by which the use shall be terminated and the site vacated  
3 and restored to its pre-encampment condition.  
4

5 **Section 6. Permit required.** Establishment of a temporary homeless facility shall require  
6 approval of an administrative use permit, as described in this ordinance, and compliance  
7 with all other applicable County regulations. The director shall have authority to  
8 grant, grant with conditions or deny an application for an administrative use permit  
9 under this ordinance.  
10

11 **Section 7. Application.** Application for an administrative use permit shall be made on  
12 forms provided by the County, and shall be accompanied by the following information;  
13 provided, that the director may waive any of these items, upon request by the applicant  
14 and finding that the item is not necessary to analyze the application. An application to  
15 establish a temporary homeless facility shall be signed by both the sponsor and the  
16 managing agency ("applicant") and contain the following:  
17

- 18 A. A site plan of the property, drawn to scale, showing existing natural features,  
19 existing and proposed grades, existing and proposed utility improvements,  
20 existing rights-of-way and improvements, and existing and proposed structures,  
21 tents and other improvements (including landscaping and fencing at the  
22 perimeter of the proposed encampment and the property and off-street parking);
- 23 B. A vicinity map, showing the location of the site in relation to nearby streets and  
24 properties;
- 25 C. A written summary of the proposal, responding to the standards and  
26 requirements of this ordinance;
- 27 D. The written code of conduct, operations plan and a transportation plan as  
28 required by this ordinance;
- 29 E. Statement of actions that the applicant will take to obtain verifiable identification  
30 from all encampment residents and to use the identification to obtain sex  
31 offender and warrant checks from appropriate agencies;
- 32 F. Project statistics, including site area, building coverage, number and location of  
33 tents and temporary structures, expected and maximum number of residents,  
34 and duration of the encampment;
- 35 G. Address and parcel number of the subject property;
- 36 H. Photographs of the site;
- 37 I. A list of other permits that are or may be required for development of the  
38 property (issued by the County or by other government agencies), insofar as  
39 they are known to the applicant;
- 40 J. Permit fees for temporary homeless facilities shall be in accordance with WCC  
41 22.25;
- 42 K. A list of any requirement under this ordinance for which the applicant is asking to  
43 modify.  
44

45 **Section 8. Permit Procedures.**  
46

- 47 A. Notice. All temporary homeless facility applications shall be reviewed under a  
48 Type II process under WCC 22.05, except that the final decision must be  
49 rendered within 60 days of a determination of completeness. Additionally, the  
50 notice of application shall contain proposed duration and operation of the  
51 temporary homeless facility, number of residents for the encampment, and  
52 contain a County website link to the proposed written code of conduct, operations  
53 plan and transportation plan for the facility.
- 54 B. Decision and Notice of Decision. Final action on permit applications made under

1 this section shall be in accordance with WCC 22.05. Before any such permit may  
2 be granted, the applicant shall demonstrate and the director shall find  
3 consistency WCC 20.84.220 and the following:

- 4
- 5 1. The proposed use meets the requirements of this ordinance; and
  - 6 2. Measures, including the requirements herein and as identified by the  
7 director, have been taken to minimize the possible adverse impacts which  
8 the proposed encampment may have on the area in which it is located. It  
9 is acknowledged that not all impacts can be eliminated, however the risk  
10 of significant impacts can be reduced to a temporary and acceptable level  
11 as the duration of the encampment will be limited.
- 12

13 A notice of the decision shall be provided in accordance with WCC 22.05.

- 14
- 15 C. Conditions. Because each temporary encampment has unique characteristics,  
16 including, but not limited to, size, duration, uses, number of occupants and  
17 composition, the director shall have the authority to impose conditions on the  
18 approval of an administrative use permit to ensure that the proposal meets the  
19 criteria for approval listed above. Conditions, if imposed, must be intended to  
20 protect public health, life and safety and minimize nuisance-generating features  
21 such as noise, waste, air quality, unsightliness, traffic, physical hazards and  
22 other similar impacts that the temporary encampment may have on the area in  
23 which it is located. In cases where the application for an administrative use  
24 permit does not meet the provisions of this ordinance (except when allowed  
25 under subsection (D) of this section) or adequate mitigation may not be feasible  
26 or possible, the director shall deny the application.
- 27
- 28 D. Modification of Requirements. The director may approve an administrative use  
29 permit for a temporary encampment that relaxes one or more of the standards in  
30 this ordinance only when, in addition to satisfying the decision criteria stated  
31 above, the applicant submits a description of the standard to be modified and  
32 demonstrates how the modification would result in a safe encampment with  
33 minimal negative impacts to the host community under the specific  
34 circumstances of the application. In considering whether the modification should  
35 be granted, the director shall first consider the effects on the health and safety of  
36 encampment residents and the neighboring communities. Modifications shall not  
37 be granted if their adverse impacts on encampment residents and/or neighboring  
38 communities will be greater than those without modification. The burden of proof  
39 shall be on the applicant.
- 40
- 41 E. Appeal. The director's decision may be appealed to the hearing examiner as  
42 provided in WCC 22.05.020(1) and 22.05.160.
- 43
- 44 F. Revocation. The director shall also have the authority to revoke an approved  
45 administrative use permit, pursuant to WCC 22.05.150 at any time a sponsor or  
46 managing agency has failed to comply with the applicable provisions of this  
47 ordinance or permit.
- 48

49 **Section 9. Purpose.** The purpose of this interim ordinance is to allow and establish a  
50 review process for the location, siting, and operation of temporary homeless facilities  
51 within the unincorporated County. While the interim ordinance is in effect, the County  
52 will study the land use and other impacts associated with temporary homeless facilities,  
53 draft final zoning and regulations to address such uses, hold public hearings on such  
54 draft regulations, and adopt such regulations.



**Section 10. Duration of Interim Ordinance.** This interim ordinance will replace Ordinance 2018-039 and shall be in effect for one year beginning on July 24, 2018 and ending on July 24, 2019, unless another ordinance is adopted amending the Whatcom County Code and rescinding this interim ordinance before July 24, 2019.

**Section 11. Work Plan.** During the interim ordinance period, County staff will study the issues concerning the establishment and operation of temporary homeless facilities. Staff will prepare a draft ordinance with appropriate revisions to the County's land use regulations; perform SEPA review of the draft ordinance, and conduct the public review process, including public hearings before the County's Planning Commission and County Council, as required for amendments to the County's development regulations.

**Section 14. Conflict with other Whatcom County Code Provisions.** If the provisions of this Ordinance are found to be inconsistent with other provisions of the Whatcom County Code, this Ordinance shall control.

**Section 15. Severability.** If any section, sentence, clause or phrase of this Ordinance should be held to be unconstitutional or unlawful by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**WHATCOM COUNTY COUNCIL  
WHATCOM COUNTY, WASHINGTON**

**ATTEST:**

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

\_\_\_\_\_  
**Rud Browne, Chairperson**

**APPROVED as to form:**

☐ Approved    ☐ Denied

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

\_\_\_\_\_  
**Jack Louws, Executive**

**Date:** \_\_\_\_\_

CLEARANCES	Initial	Date	Date Received in Council Office	Agenda Date	Assigned to:
Originator:		6/12/2018		6/19/2018	Council
Division Head:				7/24/18	Public Hearing
Dept. Head:	<i>BBQ</i>	6-13-18			
Prosecutor:	<i>KNF</i>	6-13-18			
Purchasing/Budget:					
Executive:					

**TITLE OF DOCUMENT:**

Emergency Ord. interim regs for siting and operation of homeless encampments

**ATTACHMENTS:**

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

An emergency ordinance of Whatcom County, Washington relating to land use and zoning; declaring an emergency; adopting interim zoning regulations for the siting, establishment, and operation of temporary tent emcampments; and setting twelve months as the effective period of the interim zoning regulations to allow the County to study the land use impacts of such uses.

**COMMITTEE ACTION:****COUNCIL ACTION:**

6/19/2018: Amended and adopted 6-0, Browne absent,  
Ordinance 2018-039

Related County Contract #:

Related File Numbers:

Ordinance or Resolution  
Number: Ord. 2018-039

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).

**ORDINANCE NO. 2018-039**  
**(AN EMERGENCY ORDINANCE OF WHATCOM COUNTY, WASHINGTON)**

**ADOPTING EMERGENCY ZONING REGULATIONS FOR THE SITING,  
ESTABLISHMENT, AND OPERATION OF TEMPORARY TENT ENCAMPMENTS**

**WHEREAS,** homelessness continues to be a local, regional and national challenge due to many social and economic factors; and

**WHEREAS,** tent encampments have become a temporary mechanism for providing shelter for homeless individuals and families; and

**WHEREAS,** under RCW 36.01.290 the Washington State Legislature has authorized religious organizations to host temporary tent encampments to provide shelter for homeless individuals on property that these religious organizations own; and

**WHEREAS,** the Whatcom County Code does not currently have specific provisions addressing the establishment and operation of temporary tent encampments; and

**WHEREAS,** an emergency exists necessitating adoption of interim tent encampment regulations and processing requirements to preserve and protect public health and safety and prevent danger to public or private property; and

**WHEREAS,** pursuant to WAC 197-11-880, the adoption of this ordinance is exempt from the requirements of a threshold determination under the State Environmental Policy Act (SEPA) and future permanent zoning regulations will be reviewed in accordance with SEPA Rules; and

**WHEREAS,** in conformity with the responsibilities of Whatcom County to meet public health, safety and welfare requirements and provide zoning and land use regulations pursuant to state law, and the County's authority to regulate land use activity within its corporate limits, the County intends to develop appropriate public health, safety and welfare requirements and zoning and land use regulations for the establishment and operation of temporary tent encampments; and

**WHEREAS,** the County Council has determined it needs additional time to conduct appropriate research to analyze the effects of the establishment and operation of temporary tent encampments; and

**WHEREAS,** emergency zoning will provide the County with additional time to review and amend its public health, safety and welfare requirements and zoning and land use regulations related to the establishment and operation of temporary tent encampments; and

**WHEREAS,** emergency zoning will also allow qualifying religious organizations and registered not-for-profit, tax exempt 501(c)(3) organizations the opportunity to establish and operate temporary tent encampments; and

1       **WHEREAS**, the County Council concludes that the County does have the authority to  
2 establish an emergency zoning ordinance and that the County must adopt emergency  
3 zoning concerning the establishment and operation of temporary tent encampments to act  
4 as a stop- gap measure: (a) to provide the County with an opportunity to study the issues  
5 concerning the establishment and operation of temporary tent encampments and  
6 prepare appropriate revisions to the County's codes and regulations; (b) to protect the  
7 health, safety, and welfare of the citizens of Whatcom County by avoiding and  
8 ameliorating negative impacts and unintended consequences of establishing and  
9 operating temporary tent encampments and (c) to avoid applicants possibly establishing  
10 vested rights contrary to and inconsistent with any revisions the County may make to its  
11 rules and regulations as a result of the County's study of this matter; and  
12

13       **WHEREAS**, the County Council adopts the foregoing as its findings of facts justifying  
14 the adoption of this Ordinance; and  
15

16       **NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that:**  
17

18       **Section 1. Findings of Fact.** The County Council adopts the above "WHEREAS" recitals  
19 as findings of fact in support of its action as required by County Charter 2.40.

20       **Section 2. Regulations established.** Regulations concerning the establishment and  
21 processing of applications for temporary tent encampments in unincorporated Whatcom  
22 County are hereby established. Establishing such facilities contrary to the provisions of  
23 this chapter is prohibited. Administrative Use approvals shall be required for temporary  
24 tent encampments in the County. Applications for administrative use approvals, land use  
25 approvals, or any other permit or approval, in any way associated with temporary tent  
26 encampment facilities, shall not be accepted, processed, issued, granted, or approved  
27 unless in compliance with this chapter. If a temporary tent encampment is established in  
28 violation of this chapter or if, after an administrative use permit is issued for the same,  
29 the director of the planning and development services department determines that the  
30 permit holder has violated this chapter or any condition of the permit, the temporary  
31 tent encampment, its sponsor and managing agency shall be subject to code  
32 enforcement and all activities associated with the temporary tent encampment shall  
33 cease, and the site shall be vacated and restored to its pre-encampment conditions.  
34

35       **Section 3. Definitions.** The following definitions apply to temporary tent encampments:  
36

- 37       A. "Temporary tent encampment" means a short-term residence facility for a group  
38 of people that is composed of tents or other temporary structures, as approved  
39 by the director, on a site provided or arranged for by a sponsor with services  
40 provided by a sponsor and supervised by a managing agency.  
41
- 42       B. "Managing agency" means an organization identified as the manager of a  
43 temporary tent encampment that has the capacity to organize and manage a  
44 temporary tent encampment. A "managing agency" may be the same entity as  
45 the sponsor.  
46
- 47       C. "Sponsor " means an organization that :  
48       1. invites a temporary tent encampment to reside on land they own or lease;  
49       and  
50       2. is a State of Washington registered not-for-profit corporation and  
51       federally recognized tax exempt 501(c)(3) organization; or  
52       3. is recognized by the Internal Revenue Service as exempt from federal  
53       income taxes as a religious organization, which expresses its religious  
54       mission, in part, by organizing living accommodations for the homeless.  
55       D. "Director" means the Planning and Development Services Department Director.  
56

1 **Section 4. Requirements.** The following requirements shall apply to all temporary tent  
2 encampments approved under this chapter, unless modified by the director through  
3 approval of an administrative use permit.  
4

- 5 A. The encampment shall be located a minimum of 20 feet from the property line of  
6 abutting properties containing commercial, industrial, and multifamily residential  
7 uses. The encampment shall be located a minimum of 40 feet from the property  
8 line of abutting properties containing single-family residential or public  
9 recreational uses, unless the director finds that a reduced buffer width will  
10 provide adequate separation between the encampment and adjoining uses, due  
11 to changes in elevation, intervening buildings or other physical characteristics of  
12 the site of the encampment.  
13
- 14 B. No encampment shall be located within a critical area or its buffer as defined by  
15 Whatcom County Code (WCC) 16.16.  
16
- 17 C. A six-foot-tall fencing is required around the perimeter of the encampment;  
18 provided, that the fencing does not create a sight obstruction at the street or  
19 street intersections or curbs as determined by the county engineer, unless the  
20 director determines that there is sufficient vegetation, topographic variation, or  
21 other site conditions such that fencing would not be needed.  
22
- 23 D. Exterior lighting must be directed downward and glare contained within the  
24 temporary tent encampment.  
25
- 26 E. The maximum number of residents at a temporary tent encampment site shall be  
27 determined by the director taking into consideration site conditions, but in no  
28 case shall the number be greater than 100 people.  
29
- 30 F. On-site parking of the sponsor shall not be displaced unless sufficient required  
31 off- street parking remains available for the host's use to compensate for the loss  
32 of on- site parking or unless a shared parking agreement is executed with  
33 adjacent properties.  
34
- 35 G. A transportation plan, including provisions for transit, and pedestrian and bicycle  
36 ingress and egress to the encampment, shall be submitted for review and  
37 approval.  
38
- 39 H. No children under the age of 18 are allowed to stay overnight in the temporary  
40 tent encampment, unless accompanied by a parent or guardian. If a child under  
41 the age of 18 without a parent or guardian present attempts to stay at the  
42 encampment, the sponsor and the managing agency shall immediately contact  
43 Child Protective Services and shall actively endeavor to find alternative shelter for  
44 the child.  
45
- 46 I. The sponsor or managing agency shall provide and enforce a written code of  
47 conduct, which not only provides for the health, safety and welfare of the  
48 temporary tent encampment residents, but also mitigates impacts to neighbors  
49 and the community. A copy of the code of conduct shall be submitted to the  
50 County at the time of application for the administrative use permit. Said code  
51 shall be incorporated into the conditions of approval.  
52
- 53 J. The sponsor and the managing agency shall ensure compliance with Washington  
54 State laws and regulations and the Whatcom County Health Department's

1 regulations concerning, but not limited to, drinking water connections, solid  
2 waste disposal, and human waste. The sponsor and the managing agency shall  
3 permit inspections by local agencies and/or departments to ensure such  
4 compliance and shall implement all directives resulting therefrom within the  
5 specified time period.  
6

7 K. The sponsor and managing agency shall assure all applicable public health  
8 regulations, including but not limited to the following, will be met for:  
9

- 10 1. Potable water, which shall be available at all times at the site;
- 11 2. Sanitary portable toilets, which shall be set back at least 40 feet from all  
12 property lines;
- 13 3. Hand-washing stations by the toilets and food preparation areas;
- 14 4. Food preparation or service tents; and
- 15 5. Refuse receptacles.  
16

17 L. Public health regulations (WAC 246.215 and WCC 24.03) on food donations and  
18 food handling and storage, including proper temperature control, shall be  
19 followed and homeless encampment residents involved in food donations and  
20 storages shall be made aware of these Whatcom County Health Department  
21 requirements.  
22

23 M. The sponsor and the managing agency shall designate points of contact and  
24 provide contact information (24 hour accessible phone contact) to the chief  
25 criminal deputy of the Whatcom County Sheriff or his/her designee. At least one  
26 designated point of contact shall be on duty at all times. The names of the on-  
27 duty points of contact shall be posted onsite daily and their contact information  
28 shall be provided to the Whatcom County Sheriff's Office as described above."  
29

30 N. Facilities for dealing with trash shall be provided on-site throughout the  
31 encampment. A regular trash patrol in the immediate vicinity of the temporary  
32 tent encampment site shall be provided.  
33

34 O. The sponsor and the managing agency shall take all reasonable and legal steps to  
35 obtain verifiable identification information, to include full name and date of birth,  
36 from current and prospective encampment residents and use the identification to  
37 obtain sex offender and warrant checks from appropriate agencies. The sponsor  
38 and the managing agency shall keep a log of names and dates of all people who  
39 stay overnight in the temporary tent encampment and shall advise prospective  
40 encampment residents that this log will be available upon request to law  
41 enforcement agencies. Persons who have active warrants, or who are required to  
42 register as a sex offender, are prohibited from the encampment's location.  
43

44 P. The sponsor and the managing agency shall immediately contact the Whatcom  
45 County Sheriff's Department if someone is rejected or ejected from the  
46 encampment when the reason for rejection or ejection is an active warrant or a  
47 match on a sex offender check, or if, in the opinion of the on-duty point of  
48 contact or on-duty security staff, the rejected/ejected person is a potential threat  
49 to the community.  
50

51 Q. Tents over 300 square feet in size and canopies in excess of 400 square feet shall

1 utilize flame retardant materials.

- 2
- 3 R. The sponsor, the managing agency and temporary tent encampment residents
- 4 shall cooperate with other providers of shelters and services for homeless
- 5 persons within the County and shall make inquiry with these providers regarding
- 6 the availability of existing resources.
- 7
- 8 S. The sponsor and/or managing agency shall provide before-encampment photos of
- 9 the host site with the application. Upon vacation of the temporary tent
- 10 encampment, all temporary structures and debris shall be removed from the host
- 11 site within one calendar week.
- 12
- 13 T. Upon cessation of the temporary tent encampment, the site shall be restored, as
- 14 near as possible, to its original condition. Where deemed necessary by the
- 15 director, the sponsor and/or managing agency shall re-plant areas in which
- 16 vegetation had been removed or destroyed.
- 17

18 **Section 5. Frequency and duration of temporary use.** No more than a maximum of 100

19 people may be housed in temporary tent encampments located in the unincorporated

20 County at any time. Multiple locations may be permitted provided that the aggregate

21 total of people in all temporary tent encampments shall not exceed 100. The director

22 shall not grant a permit for the same site more than once in any calendar year; provided

23 that director is not authorized to issue a permit for the same site sooner than 180 days

24 from the date the site is vacated as provided for in Section 4 of this ordinance. .

25 Temporary tent encampments may be approved for a period not to exceed 90 days. The

26 director may grant one 90-day extension, provided all conditions have been complied

27 with and circumstances associated with the use have not changed. This extension shall

28 be subject to a Type II review process and may be appealed to the hearing examiner as

29 provided in WCC 22.05.020(1). The permit shall specify a date by which the use shall be

30 terminated and the site vacated and restored to its pre-encampment condition.

31

32 **Section 6. Permit required.** Establishment of a temporary tent encampment shall

33 require approval of an administrative use permit, as described in this ordinance, and

34 compliance with all other applicable County regulations. The director shall have

35 authority to grant, grant with conditions or deny an application for an administrative use

36 permit under this ordinance.

37

38

39 **Section 7. Application.** Application for an administrative use permit shall be made on

40 forms prescribed by the County, and shall be accompanied by the following information;

41 provided, that the director may waive any of these items, upon request by the applicant

42 and finding that the item is not necessary to analyze the application. An application to

43 establish a temporary tent encampment shall be signed by both the sponsor and the

44 managing agency ("applicant") and contain the following:

45

- 46 A. A site plan of the property, drawn to scale, showing existing natural features,
- 47 existing and proposed grades, existing and proposed utility improvements,
- 48 existing rights-of-way and improvements, and existing and proposed structures,
- 49 tents and other improvements (including landscaping and fencing at the
- 50 perimeter of the proposed encampment and the property and off-street parking);
- 51 B. A vicinity map, showing the location of the site in relation to nearby streets and
- 52 properties;



- C. A written summary of the proposal, responding to the standards and requirements of this ordinance;
- D. The written code of conduct and a transportation plan as required by this ordinance;
- E. Statement of actions that the applicant will take to obtain verifiable identification from all encampment residents and to use the identification to obtain sex offender and warrant checks from appropriate agencies;
- F. Project statistics, including site area, building coverage, number and location of tents and temporary structures, expected and maximum number of residents, and duration of the encampment;
- G. Address and parcel number of the subject property;
- H. Photographs of the site;
- I. A list of other permits that are or may be required for development of the property (issued by the County or by other government agencies), insofar as they are known to the applicant;
- J. Permits for temporary tent encampments shall be processed by the County without charge;
- K. A list of any requirement under this ordinance for which the applicant is asking to modify.

## **Section 8. Decision and appeal.**

- A. Notice. All temporary tent encampment applications shall be reviewed under a Type II process under WCC 22.05.020(1), however, the following timelines shall override those found in WCC Title 22. Within fourteen calendar days of receiving a completed application, the department shall issue a determination of completeness or incompleteness. Within fourteen days of a determination of completeness the department shall publish a notice of application for an administrative use permit. The notice shall contain, at a minimum, the date of application, project location, proposed duration and operation of the temporary tent encampment, number of residents for the encampment, conditions that will likely be placed on the operation of the encampment, and requirements of the written code of conduct. Final action on permit applications made under this section shall be rendered within 60 days of determination of completeness.
- B. Decision and Notice of Decision. After conclusion of a 14-calendar-day notice/comment period, the director shall decide whether to grant, grant with conditions or deny a temporary administrative use permit. Before any such permit may be granted, the applicant shall show and the director shall find that:
  - 1. The proposed use will not be materially detrimental to the public welfare or injurious to the property or improvements in the vicinity of the proposed encampment;
  - 2. The proposed use meets the requirements of this ordinance;
  - 3. The proposed use shall be in keeping with the goals and policies of the comprehensive plan;
  - 4. Measures, including the requirements herein and as identified by the director, have been taken to minimize the possible adverse impacts which the proposed encampment may have on the area in which it is located. It is acknowledged that not all impacts can be eliminated, however the risk of significant impacts can be reduced to a temporary and an acceptable level and the duration of the encampment will be limited.

1  
2 A notice of such decision stating whether the permit is granted or denied,  
3 along with information regarding the procedure for appeal of the decision,  
4 shall be mailed as required for the notice of application within three business  
5 days after the date of the decision. If issued, the administrative use permit  
6 for the temporary tent encampment shall be issued jointly to the sponsor and  
7 managing agency and each shall be responsible for compliance with the terms  
8 and conditions of the permit and applicable county codes.  
9

10 C. Conditions. Because each temporary tent encampment has unique  
11 characteristics, including, but not limited to, size, duration, uses, number of  
12 occupants and composition, the director shall have the authority to impose  
13 conditions on the approval of an administrative use permit to ensure that the  
14 proposal meets the criteria for approval listed above. Conditions, if imposed,  
15 must be intended to minimize nuisance-generating features such as noise,  
16 waste, air quality, unsightliness, traffic, physical hazards and other similar  
17 impacts that the temporary tent encampment may have on the area in which it is  
18 located. In cases where the application for an administrative use permit does not  
19 meet the provisions of this chapter (except when allowed under subsection (D) of  
20 this section) or adequate mitigation may not be feasible or possible, the director  
21 shall deny the application.  
22

23 D. Modification of Requirements. The director may approve an administrative use  
24 permit for a temporary tent encampment that relaxes one or more of the  
25 standards in this chapter only when, in addition to satisfying the decision criteria  
26 stated above, the applicant submits a description of the standard to be modified  
27 and demonstrates how the modification would result in a safe encampment with  
28 minimal negative impacts to the host community under the specific  
29 circumstances of the application. In considering whether the modification should  
30 be granted, the director shall first consider the effects on the health and safety of  
31 encampment residents and the neighboring communities. Modifications shall not  
32 be granted if their adverse impacts on encampment residents and/or neighboring  
33 communities will be greater than those without modification. The burden of proof  
34 shall be on the applicant.  
35

36 E. Appeal. The director's decision may be appealed to the hearing examiner as  
37 provided in WCC 22.05.020(1).  
38

39 **Section 9. Purpose.** The purpose of this emergency zoning ordinance is to allow and  
40 establish a review process for the location, siting, and operation of temporary tent  
41 encampments within the unincorporated County. While the emergency zoning ordinance  
42 is in effect, the County will study the land use and other impacts associated with  
43 temporary tent encampments, draft final zoning and regulations to address such uses,  
44 hold public hearings on such draft regulations, and adopt such regulations.  
45

46 **Section 10. Declaration of Emergency.** The County Council hereby declares that an  
47 emergency exists necessitating that this emergency ordinance take effect immediately  
48 upon passage by a two-thirds vote of the County Council as required by County Charter  
49 Section 2.40. Without an immediate emergency zoning ordinance establishing standards  
50 for the review of applications for the siting and operation of temporary tent  
51 encampments, such facilities could be submitted and become vested, leading to the  
52 development or use of property that is incompatible with the laws adopted by Whatcom

County. Therefore, this emergency zoning ordinance must be imposed as an emergency measure to protect the public health, safety and welfare, and to prevent the submission of applications to the County in an attempt to vest rights for an indefinite period of time.

**Section 11. Effective Date.** This ordinance shall take effect immediately upon passage and shall be in effect for sixty (60) days, as set forth herein, as long as it is approved by a two-thirds vote of the County Council, as required by County Charter Section 2.40.

**Section 12. Conflict with other Whatcom County Code Provisions.** If the provisions of this ordinance are found to be inconsistent with other provisions of the Whatcom County Code, this ordinance shall control.

**Section 13. Severability.** If any section, sentence, clause or phrase of this Ordinance should be held to be unconstitutional or unlawful by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

**ADOPTED** this 19th day of June, 2018.

**WHATCOM COUNTY COUNCIL  
WHATCOM COUNTY, WASHINGTON**

**ATTEST:**

  
Dana Brown-Davis, Council Clerk

**APPROVED as to form:**

  
Civil Deputy Prosecutor


  
Rud Browne, Chairperson

☒ Approved ☐ Denied

  
Jack Louws, Executive

Date: 6/20/2018

**WHATCOM COUNTY COUNCIL AGENDA BILL**NO. **2018 - 210**

<b>CLEARANCES</b>	<b>Initial</b>	<b>Date</b>	<b>Date Received in Council Office</b>	<b>Agenda Date</b>	<b>Assigned to:</b>
Originator:		7/2/2018		7/10/2018	Introduction
Division Head:				7/24/2018	Council
Dept. Head:		7.3.18			
Prosecutor:					
Purchasing/Budget:					
Executive:					

**TITLE OF DOCUMENT:**

Appointment to fill vacancy on the Lummi Island Ferry Advisory Committee

**ATTACHMENTS:**

Application

SEPA review required?	( ) Yes	( ) NO	Should Clerk schedule a hearing ? ( ) Yes ( <input checked="" type="checkbox"/> ) NO Requested Date:
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.)

Receipt of application for the Whatcom County Lummi Island Ferry Advisory Committee applicant: Nancy Ging (Committee provides review and recommendations to the Whatcom County Council and Executive on issues that affect the ongoing operations and infrastructure of ferry service to Lummi Island) (application deadline for any other applicants is 10 a.m. July 17, 2018) There is one vacancy - county resident not living or owning property on Lummi Island. - Partial term ending 1/31/2019.

**COMMITTEE ACTION:****COUNCIL ACTION:**

7/10/2018: Introduced 6-0, Ballew absent

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).

## NaDean Hanson

---

**From:** noreply@civicplus.com  
**Sent:** Monday, July 02, 2018 11:30 AM  
**To:** Ben Glassett; Jill Nixon; Suzanne Mildner; Kristi Felbinger; Dana Brown-Davis; Executive; NaDean Hanson  
**Subject:** Online Form Submittal: Board and Commission Application

### Board and Commission Application

#### Step 1

##### Application for Appointment to Whatcom County Boards and Commissions

###### Public Statement

*THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the information provided will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.*

First Name	Nancy
Last Name	Ging
Date	6/29/2018
Street Address	4737 Parker Street
City	Bellingham
Zip	98226
Do you live in & are you registered to vote in Whatcom County?	Yes
Do you have a different mailing address?	Field not completed.
Primary Telephone	3607582529
Secondary Telephone	Field not completed.
Email Address	<a href="mailto:nancyging@gmail.com">nancyging@gmail.com</a>

#### Step 2

1. Name of Board or Committee	Lummi Island Ferry Advisory Committee
Lummi Island Ferry Advisory Committee Position:	I am a County resident who doesn't live or own property on Lummi Island.
2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?	Yes
3. Which Council district do you live in?	District 4
4. Are you a US citizen?	Yes
5. Are you registered to vote in Whatcom County?	Yes
6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?	No
7. Have you ever been a member of this Board/Commission?	Yes
If yes, please list dates:	appointed 6/2015; currently a member and serving as Chair
8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?	No
You may attach a resume or detailed summary of experience, qualifications, & interest in response to the following questions	<i>Field not completed.</i>
9. Please describe your	I owned and operated a web design business for more than 20

occupation (or former occupation if retired), qualifications, professional and/or community activities, and education

years. I'm also an artist. My formal training is in clinical psychology, and I worked in community mental health for many years. These are all occupations which require good communication skills. In the past I've worked on commercial fishing vessels in Alaska (gillnetter and fishing tender), and I have also worked as a ship broker, selling commercial fishing vessels and permits ranging from small gillnetters to large fish processing vessels. I've spent a lot of recreational time on and around boats, too. I've been active in the Lummi Island community since I moved here 14 years ago. I've been involved in providing feedback to the County about ferry issues for many of those years. I began serving on LIFAC in 2015 and am now serving as Chair I believe I'm perceived as a thought leader on ferry issues in the Island community. I've had formal involvement in community organizations, too, and am currently serving as a board member for Friends of Island Library (FOIL). I am also a member of the board of the Lummi Island Conservancy. In the past, I've helped organize political presentations here on the Island so citizens could get better acquainted with County candidates. I also instigated and proposed the format for an Island meeting hosted by Lummi Island Community Assn. (LICA) when Frank Abart was first hired as PW Director. I've been a co-editor of the Ferry Forum website for several years, too, as a means of helping to keep both Islanders and the rest of the County taxpayers informed on ferry issues.

10. Please describe why you're interested in serving on this board or commission

I have been serving on LIFAC as an Island resident since 2015. I am now moving into Bellingham, so would like to transfer to the vacant non-resident LIFAC position. For several years I have been heavily involved in developing LIFAC recommendations soon to be made to the County Council about a meaningful definition of Level of Service and an action plan for delivering that LOS. I would very much like to continue following through with that project. I think I can continue to make useful contributions to the process given my skills and knowledge, as well as my familiarity with LIFAC, the ferry, and the community.

References (please include daytime telephone number):

Patricia Dunn 360-758-2237 (LIFAC member) Terry Terry 360-758-7432 (CTAG chair)

Signature of applicant:

Nancy Ging

Place Signed / Submitted

Lummi Island, WA

(Section Break)



# WHATCOM COUNTY COUNCIL AGENDA BILL

NO. 2018-221

CLEARANCES	Initial	Date	Date Received in Council Office	Agenda Date	Assigned to:
Originator:	SM	7/12/18	<div style="text-align: center;"> <b>RECEIVED</b>   <b>JUL 17 2018</b>   <b>WHATCOM COUNTY COUNCIL</b> </div>	July 24, 2018	Council
Division Head:					
Dept. Head:					
Prosecutor:					
Purchasing/Budget:					
Executive:	TLS	7.16.18			
<b>TITLE OF DOCUMENT:</b> Appointment to the Northwest Senior Services Board					
<b>ATTACHMENTS:</b> NWRC Executive Director correspondence with appointment recommendation; New candidate application.					
SEPA review required? ( ) Yes ( X ) NO SEPA review completed? ( ) Yes ( X ) NO			Should Clerk schedule a hearing? ( ) Yes ( X ) NO Requested Date:		
<b>SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:</b> (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.)  <p style="text-align: center;">County Executive Jack Louws requests confirmation of his appointment of Kathleen O'Connor to the Northwest Senior Services Board.</p>					
<b>COMMITTEE ACTION:</b>			<b>COUNCIL ACTION:</b>		
<b>Related County Contract #:</b>		<b>Related File Numbers:</b>		<b>Ordinance or Resolution Number:</b>	
<b>Please Note:</b> Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County's website at: <a href="http://www.co.whatcom.wa.us/council">www.co.whatcom.wa.us/council</a> .					



RECEIVED

JUL 2 - 2018

JACK LOUWS  
COUNTY EXECUTIVE

*Suzanne,  
Please make  
this happen.  
Tax 4*

July 2, 2018

TO: Whatcom County Executive Louws

FROM: Dan Murphy, Executive Director *DM*

SUBJECT: Recommendation to the NWSSB

Currently, there are two openings on the Northwest Senior Services Board (NWSSB) for Whatcom County. Recently we heard from an interested community member, Kathleen O'Connor, who would like to serve on the board. She learned about the opening county through an advertisement in the Northern Lights.

Ms. O'Connor has an extensive volunteer and employment history. In the past she has worked as a professor of sociology and academic dean in higher education. In addition, she has served many United Methodist congregations in Whatcom County.

On Friday, the Board's Interview Committee met with Ms. O'Connor and unanimously decided to recommend her for appointment to the NWSSB. Prior to the interview, she submitted the Boards and Commissions application to the County. Should Ms. O'Connor be appointed, Whatcom County would have only one vacancy on the NWSSB.

If I can be of further assistance, please do not hesitate to contact me.

**An Association of County Governments**  
**Serving the People of Island, San Juan, Skagit and Whatcom Counties**  
600 Lakeway Drive, Suite 100 – Bellingham, WA 98225 – 360.676.6749- nwrcwa.org



## Application for Appointment to Whatcom County Boards and Commissions

### Public Statement

*THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the information provided will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.*

First Name	Kathleen
Last Name	O'Connor
Date	5/25/18
Street Address	7806 BIRCH BAY DRIVE CONDO 113
City	BLAINE
Zip	98230
Do you live in & are you registered to vote in Whatcom County?	Yes
Do you have a different mailing address?	<i>Field not completed.</i>
Primary Telephone	2538319818
Secondary Telephone	<i>Field not completed.</i>
Email Address	<a href="mailto:gkoconnor@yahoo.com">gkoconnor@yahoo.com</a>
1. Name of Board or Committee	<b>Northwest Senior Services Board</b>
Position applied for	n/a
2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?	Yes
3. Which Council district do you live in?	District 5
4. Are you a US citizen?	Yes
5. Are you registered to vote in Whatcom County?	Yes

6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?	No
7. Have you ever been a member of this Board/Commission?	No
8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?	No
You may attach a resume or detailed summary of experience, qualifications, & interest in response to the following questions	<i>Field not completed.</i>
9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education	<p>I retired in June, 2018 after 20 years of service as a United Methodist clergy (M.Div.) Previously I was a college dean (10 years) and Sociology professor (15 years with Ph.D. in sociology). I have participated with senior programs at most of Whatcom County's senior centers plus those of Okanogan County where I have recently completed a short term part-time ministry assignment. I have served as a hospice chaplain through St. Joseph Hospital in Tacoma and navigated two rounds of my own cancer treatment in Whatcom County which has taught me much about our health care system. I pastored for five years in Whatcom County and served on the Board of the Interfaith Coalition during that time as well as served in the Lions Club. My church assignments in this country included Nooksack Indian United Methodist Church in rural Everson, Nooksack Valley United Methodist Church in Nooksack, Custer United Methodist Church, and Garden Street United Methodist Church in Bellingham so that I have visited my parishioners in Sumas, Deming, Maple Falls, Glacier, Blaine, Birch Bay, and unincorporated Whatcom County as well as the municipalities of the churches. I have lived in Mexico and maintain high intermediate fluency in Spanish which has been helpful in my recent part-time ministry assignment in Okanogan. I have maintained my legal and voting address in Birch Bay for the last 12 years and now am back in retired full-time residence there. I can bring representation of native and Hispanic concerns as well as connection to the faith-based world of churches and agencies. I have lived and served in both rural/small town and urban areas as well as given service in higher educational institutions which can and should play a role in the community including the world of senior services.</p>
10. Please describe why you're interested in serving on this board or commission	<p>I bring both and insider and outsider perspectives given my professional and residential experiences of recent years. I am interested in reconnecting in leadership and service now that I am back full-time in Whatcom County. At almost 71 years old, I represent the older boomer generation as we enter our retirement years where we are open to new and innovative ways of getting things done including the world of activities and services for and with our senior communities in all of their wonderful variety. Given the size and dispersal of our county and its ethnically diverse residents, we need to be especially creative in how we understand their worlds and interests. I bring my own world of experiences as well as a readiness to learn and contribute to what already exists.</p>
References (please include daytime telephone number):	Rev. Mary Huycke (recent past supervisor, 509-961-8138) Becky Strand (former neighbor, retired teacher, 425-228-6287) Jeanne Boyd (former parishioner, community activist, 206-852-3093)
Signature of applicant:	Kathleen O'Connor
Place Signed / Submitted	Birch Bay, WA

<b>CLEARANCES</b>	<b>Initial</b>	<b>Date</b>	<b>Date Received in Council Office</b>	<b>Agenda Date</b>	<b>Assigned to:</b>
Originator:	Council	7/16/2018		7/24/2018	Council Introductio
Division Head:					
Dept. Head:					
Prosecutor:					
Purchasing/Budget:					
Executive:					

**TITLE OF DOCUMENT:**

Appointment to fill vacancy on the Wildlife Advisory Committee - Robert Waddell

**ATTACHMENTS:**

Application

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

1 Vacancy Representing Technical expertise in wildlife and habitat management or current or past professional experience such as, but not limited to, at least one of the following: wetlands manager, wildlife biologist, population biologist, natural resources manager, watershed scientist, conservation specialist, forestry protection, and tribal representative. Term ending 12/31/2022. Applicant: Robert Waddell.  
 The committee will advise the Whatcom County Planning and Development Services Department staff and the Whatcom County Council on the value of wildlife and habitat management issues as they relate to the Whatcom County Comprehensive Plan, with the goal of integrating wildlife management and protection into the community planning process.

**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).

## NaDean Hanson

---

**From:** noreply@civicplus.com  
**Sent:** Monday, July 09, 2018 12:15 PM  
**To:** Ben Glassett; Jill Nixon; Suzanne Mildner; Kristi Felbinger; Dana Brown-Davis; Executive; NaDean Hanson  
**Subject:** Online Form Submittal: Board and Commission Application

### Board and Commission Application

#### Step 1

#### Application for Appointment to Whatcom County Boards and Commissions

##### Public Statement

*THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the information provided will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.*

First Name	Robert
Last Name	Waddell
Date	7/9/2018
Street Address	1508 F Street
City	Bellingham
Zip	98225
Do you live in & are you registered to vote in Whatcom County?	Yes
Do you have a different mailing address?	YES
Mailing Address	PO Box 1100, La Conner, WA 98257
Primary Telephone	425-422-0537
Secondary Telephone	Field not completed.
Email Address	<a href="mailto:robert.waddell@dfw.wa.gov">robert.waddell@dfw.wa.gov</a>

## Step 2

1. Name of Board or Committee

Wildlife Advisory Committee

Wildlife Advisory Committee (WAC)  
Position:

I have professional experience as a wildlife biologist.

2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?

Yes

3. Which Council district do you live in?

District 2

4. Are you a US citizen?

Yes

5. Are you registered to vote in Whatcom County?

Yes

6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?

No

7. Have you ever been a member of this Board/Commission?

No

8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?

No

You may attach a resume or detailed summary of experience, qualifications, & interest in response to the following questions

*Field not completed.*

9. Please describe your

I am a District Wildlife Biologist for the Washington Department

occupation (or former occupation if retired), qualifications, professional and/or community activities, and education

of Fish and Wildlife (WDFW). I manage wildlife in the state's District 14, encompassing Whatcom and Skagit Counties. I hold a Bachelor's (1997) and Master's (2000) in Wildlife Ecology and Management from the University of Georgia. In my career I have worked with and researched a variety of ungulates and carnivore species in different habitats.

10. Please describe why you're interested in serving on this board or commission

Although I have worked for WDFW since January 2016, I am a new employee in this WDFW district and a new resident of Bellingham (I moved here in May 2018). I am very interested in serving on the committee as a Whatcom County resident and representative for WDFW. I am interested in helping advise the county on wildlife management, wildlife habitat enhancement/protection, etc.

References (please include daytime telephone number):

Fenner Yarborough, WDFW Wildlife Regional Program Manager (360) 466-4345

Signature of applicant:

Robert Waddell

Place Signed / Submitted

La Conner, WA

Email not displaying correctly? [View it in your browser.](#)



# WHATCOM COUNTY COUNCIL AGENDA BILL

NO. 2018 77 B

CLEARANCES	Initial	Date	Date Received in Council Office	Agenda Date	Assigned to:
Originator:	Council	7/9/2018		7/24/2018	Introduction
Division Head:					
Dept. Head:	<i>[Signature]</i>	7.9.18			
Prosecutor:	<i>[Signature]</i>	7/18/18			
Purchasing/Budget:					
Executive:					

## TITLE OF DOCUMENT:

Ordinance imposing interim moratorium on Cherry Point applications and permits

## ATTACHMENTS:

Ordinance

SEPA review required?	( ) Yes	( ) NO	Should Clerk schedule a hearing ?	( X ) Yes	( ) NO
SEPA review completed?	( ) Yes	( ) NO	Requested Date:	8/8/2018	

**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 imposing an interim moratorium on the acceptance and processing of applications and permits for new or expanded facilities in the Cherry Point Urban Growth Area, the primary purpose of which would be the shipment of unrefined fossil fuels not to be processed at Cherry Point.

## 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).

PROPOSED BY: \_\_\_\_\_  
INTRODUCTION DATE: JULY 24, 2018

ORDINANCE NO. \_\_\_\_\_  
(INTERIM ORDINANCE)

**IMPOSING AN INTERIM MORATORIUM ON THE ACCEPTANCE AND PROCESSING OF APPLICATIONS AND PERMITS FOR NEW OR EXPANDED FACILITIES IN THE CHERRY POINT URBAN GROWTH AREA THE PRIMARY PURPOSE OF WHICH WOULD BE THE SHIPMENT OF UNREFINED FOSSIL FUELS NOT TO BE PROCESSED AT CHERRY POINT**

**WHEREAS**, on July 12, 2016, the county received a letter from Chairman Ballew of the Lummi Business Council which included the statement that they "hope that the amendments to the Comprehensive Plan not unfairly impact the current employers within Cherry Point."; and

**WHEREAS**, the County Council previously adopted Title 20-Zoning of Whatcom County Code which regulates land use within unincorporated areas of Whatcom County; and

**WHEREAS**, the County Council adopted the Whatcom County Comprehensive Plan on May 20, 1997, which contains goals, objectives and policies regarding land use compatibility and environmental considerations; and

**WHEREAS**, the Whatcom County Council recently updated the Whatcom County Comprehensive Plan as required by Revised Code of Washington 36.70A; and

**WHEREAS**, during the Comprehensive Plan review process the Whatcom County Council received many individual public comments on fossil fuel transshipment, transport, and transfer from Cherry Point related to the protection of the health of Whatcom County's environment, economy, and residents; and

**WHEREAS**, the County recognizes that the existing refineries have for decades been significant shippers of refined fossil fuels such as jet fuel and calcined coke used in manufacture of aluminum while providing substantial local employment; and

**WHEREAS**, the refining of fossil fuels at Cherry Point provides high wage jobs which could be lost if the existing refineries were converted to crude oil export facilities; and

**WHEREAS**, the Whatcom County Council has requested the Whatcom County Planning Commission review language that would discourage new development that would primarily facilitate the shipment of unrefined fossil fuels not to be processed or consumed at Cherry Point; and

**WHEREAS**, multiple trains carrying crude oil from the Bakken formation moving through the United States and Canada have derailed and exploded causing damage to property and the environment, one derailment caused significant fatalities, which is the reason regulations must be improved; and

**WHEREAS**, a unit train carrying Bakken crude traveling through Mosier, Oregon, on June 3, 2016, derailed and exploded causing damage to property and the Columbia River, demonstrating that recently adopted state and federal policies and corporate investment intended to reduce the risks associated with oil by rail have proven insufficient to protect communities along the rail corridor; and

**WHEREAS**, the Washington State Department of Natural Resources has designated waters adjacent to the Cherry Point Urban Growth Area as an aquatic reserve to ensure long-term protection of this unique aquatic environment; and

**WHEREAS**, the United States recently lifted a ban on the export of crude oil from the country, increasing pressure on deep water ports such as Cherry Point to develop into crude export terminals; and

**WHEREAS**, existing refineries at Cherry Point have recently increased their ability to accept crude oil by rail by constructing new rail offloading facilities to serve the refineries; and

**WHEREAS**, existing and proposed pipeline facilities have increased, or proposed to increase, their capacity to move crude oil, diluted bitumen, and natural gas to Cherry Point; and

**WHEREAS**, Title 20 currently does not explicitly prohibit transshipment, transport, and transfer of unrefined fossil fuels and construction of infrastructure to facilitate expanded shipment of unrefined fossil fuels not to be processed at Cherry Point; and

**WHEREAS**, according to the June 27, 2016 Land Capacity Analysis report produced by Planning and Development Services, Cherry Point contains only 1,072.6 acres of developable land that is zoned Heavy Impact Industrial (HII) for the purposes of "supplying a reasonable amount of land, commensurate with demand, for the location and grouping of heavy impact industrial uses" and to "minimize the scope of impacts generated within the HII District and to provide protection for nonindustrial districts situated outside thereof..." (WCC 20.68.010); and

**WHEREAS**, expansion of existing facilities for purposes of shipping unrefined fossil fuels not to be processed or consumed at Cherry Point will increase the transport of dangerous fuels through our community and increase the risk of possible derailment, spills, explosions, and the fallout will pose a serious threat to the community; and

**WHEREAS**, pursuant to the Washington State Constitution, the general police powers granted to counties empower and authorize Whatcom County to adopt land use controls to provide for the regulation of land uses within the County and to provide that such uses shall be consistent with applicable law; and

**WHEREAS**, on August 9, 2016, the Whatcom County Council adopted Ordinance 2016-031, an emergency ordinance imposing a sixty day moratorium on the filing, acceptance, and processing of new applications for conversion of land or water, new building or structure permits, or other County permits or authorizations in the Cherry Point Urban Growth Area for new or expanded facilities whose purpose is to facilitate the increased shipment of unrefined fossil fuels not to be processed or consumed at Cherry Point; and

**WHEREAS**, the Whatcom County Council adopted interim measures on September 27, 2016 (Ordinance 2016-039), March 21, 2017 (Ordinance 2017-011), September 26, 2017 (Ordinance 2017-049), and February 27, 2018 (Ordinance 2018-007) prohibiting the filing, acceptance, and processing of new applications for conversion of land or water, new building or structure permits, or other County permits or authorizations in the Cherry Point Urban Growth Area for new or expanded facilities whose purpose is to facilitate the increased shipment of unrefined fossil fuels not to be processed or consumed at Cherry Point, unless the applications:

1. Were filed and complete prior to the effective date of the ordinance and vested pursuant to Washington statutes;
2. Were for building permits for remodels, maintenance, or repairs of existing structures where no increased capacity for shipping unrefined fossil fuels not to be processed or consumed at Cherry Point would result; or
3. Were necessary to protect health and safety of the community.

**WHEREAS**, the County Council finds that extending the moratorium imposed by Ordinance 2018-007 is necessary for the protection of public health and safety; and

**WHEREAS**, RCW 36.70.790 and RCW 36.70.795 allow for adoption of interim official controls as long as a public hearing is held within sixty (60) days of adoption; and

**WHEREAS**, the Whatcom County Council is scheduled to hold a public hearing on this issue on August 8, 2018, or a later date; and

**WHEREAS**, the County Council fully recognizes the limits to its authority over transportation of certain goods imposed by federal statutes and the US Constitution, and finds that this action is within its authority;

**NOW, THEREFORE, BE IT ORDAINED** that the Whatcom County Council adopts the above "WHEREAS" recitals as findings of fact in support of its action as required by RCW 36.70A.390

**BE IT FURTHER ORDAINED** by the Whatcom County Council that an interim moratorium is hereby imposed prohibiting the filing, acceptance, and processing of new applications for conversion of land or water, new building or structure permits, or other County permits or authorizations in the Cherry Point Urban Growth Area for new or expanded facilities whose purpose is to facilitate the increased shipment of unrefined fossil fuels not to be processed or consumed at Cherry Point, unless the applications:

1. Were filed and complete prior to the effective date of this ordinance and vested pursuant to Washington statutes;
2. Are for building permits for remodels, maintenance, or repairs of existing structures where no increased capacity for shipping unrefined fossil fuels not to be processed or consumed at Cherry Point will result; or
3. Are necessary to protect health and safety of the community.

**BE IT FURTHER ORDAINED** by the Whatcom County Council that this interim ordinance shall be effective for not longer than six months following its effective date, but may be renewed for one or more six-month periods if subsequent public hearings are held and findings of fact are made prior to each renewal.

**BE IT FURTHER ORDAINED** that if a section, subsection, paragraph, sentence, clause, or phrase of this ordinance is declared unconstitutional or invalid for any reason by any court of competent jurisdiction; such decision shall not affect the validity of the remaining portions of this ordinance, and if the provisions of this ordinance are found to be inconsistent with other provisions of the Whatcom County Code, this ordinance shall control.

**BE IT FURTHER ORDAINED** that for the purpose of this ordinance the definition of "unrefined fossil fuel" includes but is not limited to all forms of crude oil whether stabilized or not; raw bitumen, diluted bitumen, or syncrude; coal; methane propane, butane, and other "natural gas" in liquid or gaseous formats excluding those that are the byproduct of refinery processes in the Cherry Point UGA; and condensate.

**BE IT FINALLY ORDAINED** that for the purpose of this ordinance, the definition of "facility" includes but is not limited to piers, wharfs, buildings, tank farms, pipelines, rail loading and offloading facilities, road spurs, or any other such physical infrastructure intended to receive, transfer, or store unrefined fossil fuels;

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**ATTEST:**

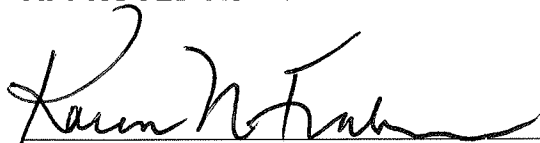
**WHATCOM COUNTY COUNCIL  
WHATCOM COUNTY, WASHINGTON**

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

\_\_\_\_\_  
Rud Browne, Council Chair

**APPROVED AS TO FORM:**

**WHATCOM COUNTY EXECUTIVE  
WHATCOM COUNTY, WASHINGTON**

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

\_\_\_\_\_  
Jack Louws, County Executive

(    ) Approved      (    ) Denied

Date Signed: \_\_\_\_\_