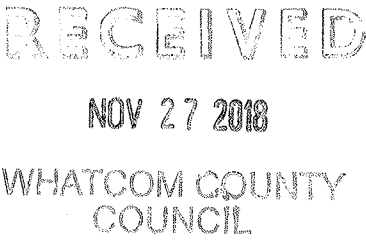


WHATCOM COUNTY COUNCIL AGENDA BILL

NO. 2018-370

CLEARANCES	Initial	Date	Date Received in Council Office	Agenda Date	Assigned to:
Originator: Matt Aamot	M.A	11/20/2018		12/4/2018	Finance Committee
Division Head: Mark Personius	MP	11-20-18		12/4/2018	Council
Dept. Head: Mark Personius	MP	11-20-18			
Prosecutor: Royce Buckingham	RB	11-21-18			
Purchasing/Budget: Brad Bennett	BB	11/26/18			
Executive: Jack Louws	JL	11.27.18			
TITLE OF DOCUMENT: Contract with Community Attributes Inc. for professional services relating to the new Buildable Lands Program.					
ATTACHMENTS:					
<ol style="list-style-type: none"> 1. Memorandum 2. Contract Information Sheet 3. Proposed Contract for Services 					
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.)					
<p>The Washington State Legislature approved a bill (ESSSB 5254) in the 2017 legislative session establishing new land use planning requirements for 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. If the actual growth deviates from planned growth, then local jurisdictions may 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.</p> <p>The State Legislature allocated funds to Whatcom County for state fiscal year 2019 (July 1, 2018 – June 30, 2019) in association with the new Buildable Lands Program requirements. The County and cities have jointly agreed to use \$78,500 from the state grant for consultant assistance. This contract between Whatcom County and Community Attributes Inc. is for professional services related to the Buildable Lands Program in the amount of \$78,500.</p>					
COMMITTEE ACTION:			COUNCIL ACTION:		
Related County Contract #:		Related File Numbers:		Ordinance or Resolution Number:	
		AB2018-189			
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.					

WHATCOM COUNTY
PLANNING & DEVELOPMENT
SERVICES
5280 Northwest Dr.
Bellingham, WA 98226



Mark Personius
Director

RECEIVED

NOV 21 2018

MEMORANDUM

JACK LOUWS
COUNTY EXECUTIVE

TO: The Honorable Jack Louws, County Executive
The Honorable Whatcom County Council

FROM: Matt Aamot, Senior Planner *MA*

THROUGH: Mark Personius, Director *MP*

RE: Contract with Community Attributes related to Buildable Lands Program

DATE: November 20, 2018

▪ **Background and Purpose**

The Washington State Legislature approved a bill (ESSSB 5254) in the 2017 legislative session establishing new land use planning requirements for 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. If the actual growth deviates from planned growth, then local jurisdictions may 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 Amount and Source**

The State Legislature allocated \$225,000 to Whatcom County for state fiscal year 2019 (July 1, 2018 – 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 County and cities have jointly agreed that \$78,500 from the state grant would be utilized for consultant assistance. Therefore, we are proposing to contract with Community Attributes Inc. to provide assistance with the new Buildable Lands Program.

Thank you for your review and consideration of the proposed contract for consultant services between Community Attributes Inc. and Whatcom County. We look forward to discussing it with you.

Encl.

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No.
201811027

Originating Department:	Planning & Development Services
Division/Program: (i.e. Dept. Division and Program)	Long Range Planning
Contract or Grant Administrator:	Matt Aamot
Contractor's / Agency Name:	Community Attributes Inc.

Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes No
 Yes No If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____

Does contract require Council Approval? Yes No If No, include WCC: _____
 Already approved? Council Approved Date: _____ (see Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)

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

Is this contract grant funded?
 Yes No If yes, Whatcom County grant contract number(s): 201806017

Is this contract the result of a RFP or Bid process? Contract _____
 Yes No If yes, RFP and Bid number(s): 18-47 Cost Center: 2527

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

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

Contract Amount:(sum of original contract amount and any prior amendments): \$ <u>78,500.00</u>	Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when: 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
This Amendment Amount: \$ _____	
Total Amended Amount: \$ _____	

Summary of Scope:

Term of Contract: 12/12/18-06/30/19 Expiration Date: 6/30/19

Contract Routing:	1. Prepared by: <u>BB</u>	Date: <u>11/14/2018</u>
	2. Attorney signoff: _____	Date: <u>11-21-18</u>
	3. AS Finance reviewed: <u>bbennett</u>	Date: <u>11/26/18</u>
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____	Date: <u>11-20-18</u>
	6. Submitted to Exec.: _____	Date: <u>11-21-18</u>
	7. Council approved (if necessary): _____	Date: _____
	8. Executive signed: _____	Date: _____
	9. Original to Council: _____	Date: _____

Community Attributes Inc. Contract for Services

Community Attributes Inc., hereinafter called Contractor, and Whatcom County, hereinafter referred to as County, agree and contract as set forth in this Agreement, including:

- General Conditions, pp. 1 to 6,
- Exhibit A (Scope of Work), pp. 7 to 9,
- Exhibit B (Compensation), pp. 10 to 10,
- Exhibit C (Certificate of Liability Insurance).

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

The term of this Agreement shall commence on the 12th day of December, 2018, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 30th day of June, 2019.

The general purpose or objective of this Agreement is to: provide professional services relating to the new buildable lands program, as more fully and definitively described in Exhibit A hereto. The language of Exhibit A controls in case of any conflict between it and that provided here.

The maximum consideration for the initial term of this agreement or for any renewal term shall not exceed \$78,500.00. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

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

IN WITNESS WHEREOF, the parties have executed this Agreement this 20 day of November, 2018.

CONTRACTOR:

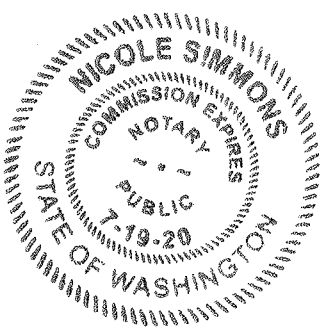
Community Attributes Inc.

[Signature]
Chris Mefford, President and CEO


STATE OF WASHINGTON)
COUNTY OF King) ss.

On this 20 day of November, 2018, before me personally appeared Chris Mefford to me known to be the President (title) of Community Attributes (Company) and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

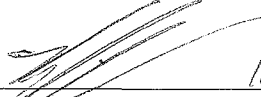
[Signature]
NOTARY PUBLIC in and for the State of Washington, residing at Seattle, WA. My commission expires July 19, 2020



**WHATCOM COUNTY:
Recommended for Approval:**


 _____ 11-20-18
 Department Director Date

Approved as to form:


 _____ 11-21-18
 Prosecuting Attorney Date

Approved:
 Accepted for Whatcom County:

By: _____
 Jack Louws, Whatcom County Executive

STATE OF WASHINGTON)
) ss
 COUNTY OF WHATCOM)

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

 NOTARY PUBLIC in and for the State of Washington, residing at _____
 My commission expires _____

CONTRACTOR INFORMATION:

Community Attributes Inc.
 Mailing Address: 500 Union Street, Suite 200, Seattle, WA 98101
 Contact Name: Chris Mefford, President & CEO
 Contact Phone: 206-523-6683
 Contact FAX: 866-726-5717
 Contact Email: chris@communityattributes.com

GENERAL CONDITIONS

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

0.1 Scope of Services:

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

Series 10-19: Provisions Related to Term and Termination

10.1 Term:

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

10.2 Extension: Not Applicable

11.1 Termination for Default: Not Applicable

11.2 Termination for Reduction in Funding: Not Applicable

11.3 Termination for Public Convenience: Not Applicable

Series 20-29: Provisions Related to Consideration and Payments

20.1 Accounting and Payment for Contractor Services:

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

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

21.1 Taxes:

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

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

22.1 Withholding Payment: Not Applicable

23.1 Labor Standards: Not Applicable

Series 30-39: Provisions Related to Administration of Agreement

30.1 Independent Contractor:

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

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

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

30.2 Assignment and Subcontracting:

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

30.3 No Guarantee of Employment:

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

31.1 Ownership of Items Produced:

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

31.2 Patent/Copyright Infringement: Not Applicable

32.1 Confidentiality: Not Applicable

33.1 Right to Review: Not Applicable

34.1 Proof of Insurance: Professional Liability - \$1,000,000 per occurrence

34.2 Industrial Insurance Waiver: Not Applicable

34.3 Defense & Indemnity Agreement:

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

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

35.1 Non-Discrimination in Employment:

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

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

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

35.2 Non-Discrimination in Client Services: Not Applicable

36.1 Waiver of Noncompetition: Not Applicable

36.2 Conflict of Interest:

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

37.1 Administration of Contract:

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

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

Mark Personius, Director, Whatcom County Planning & Development Services.

37.2 Notice: Not Applicable

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

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

38.3 E-Verify: Not Applicable

38.4 State Not Liable: The State Department of Commerce and the State of Washington are not liable for claims or damages arising from the consultant's performance of this contract.

38.5 County-State Contract: The consultant shall follow all applicable terms of the *Interagency Agreement with Whatcom County through Washington State Department of Commerce Local Government Division Growth Management Services for the 2018 Buildable Land Grants* (July 1, 2018).

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

40.1 Modifications:

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

40.2 Contractor Commitments, Warranties and Representations: Not Applicable

41.1 Severability:

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

41.2 Waiver:

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

42.1 Disputes:

a. General:

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

b. Notice of Potential Claims:

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

c. Detailed Claim:

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

d. Arbitration: Not Applicable

43.1 Venue and Choice of Law:

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

44.1 Survival:

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

45.1 Entire Agreement:

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

WORK PLAN

Task 1. Team Meetings and Project Management

1.1 Project Team Meetings

CAI will meet with the client in person monthly, pending alignment with trip efficiencies for additional outreach, to review progress and next steps throughout the project.

1.2 Biweekly Project Check-ins

Between in person meetings, CAI's Project Manager will schedule and complete biweekly check-in phone calls with the client's project manager. Calls are intended to address immediate issues in coordinating current tasks.

1.3 Monthly Invoicing and Progress Reports

CAI will prepare and provide progress reports to accompany monthly invoices, to track progress against the contract scope of work, as well as ongoing tasks and immediate next steps. Monthly invoices will categorize all expenses in accordance with Attachment B of the *Interagency Agreement with Whatcom County through Washington State Department of Commerce Local Government Division Growth Management Services for the 2018 Buildable Land Grants* (July 1, 2018).

Meetings: Six in-person meetings, coordinated with other trips for outreach, as possible

Deliverables: Monthly invoices and progress reports

Schedule: January through June

Task 2. Key Issues Research

2.1 Literature Review

CAI will conduct research on topics with important implications for the buildable lands report, including land use, development regulations, infrastructure, housing affordability, residential and commercial development needs, and market factors.

2.2 Key Issues Report

CAI will prepare a report with key findings from the research under 2.1 and their implications for the buildable lands report.

Deliverables: Draft & Final Key Issues Report (D5)

Schedule: January through June

Task 3. Outreach to Cities and Stakeholders

3.1 City staff and leadership interviews

CAI will interview city staff and community group leaders with insights and perspectives on data capabilities and buildable lands concerns, supplemented by email surveys and correspondence.

3.2 Technical Committee Meetings

CAI will bring leaders from cities countywide together with county staff to meet throughout the project to discuss findings, challenges and approaches to buildable lands.

Meetings: Three technical committee meetings in Whatcom County

Deliverables: Summary of Stakeholder Interviews (D1)

Schedule: Complete by April 30, 2019

Task 4. Countywide Planning Policies (CPPs)

4.1 CPPs Review and Discussion

CAI will review State Buildable Lands Guidelines and examples of fully updated CWPPs for Review and Evaluation Programs (“Buildable Lands”). Based on this research and previous stakeholder interviews, CAI will prepare draft CWPPs establishing the Buildable Lands Program for review by the City/County Planner Group.

4.2 CPP Revisions

CAI will work with the City/County Planner Group to revise the draft CPPs to produced revised CPPs suitable for adoption.

Deliverables: Draft & Final Countywide Planning Policies (D4)

Schedule: Complete by May 30, 2019

Task 5. Buildable Lands Program Data Reporting Tool

5.1 Data Reporting Plan

CAI will propose draft recommendations for data reporting tools, reflecting insights gained from Tasks 2-4. CAI will review a draft plan with County staff and city stakeholders to make improvements for implementation.

5.2 Data Reporting Tool Development

CAI will develop and implement a data reporting tool for use by local jurisdictions to collect, organize and report annual data related to achieved development densities and land suitable for development. CAI will design a tool that fits the resource constraints and meets project goals. The tool may be a spreadsheet, a web-based tool, or other, as appropriate.

5.3 Jurisdiction Training

CAI will conduct trainings on the new tool with key County and city staff. The number and format of training sessions will be determined once the data reporting tool is designed.

Deliverables: Draft & Final Buildable Lands Program Data Collection & Reporting Tool (D2)

Schedule: Complete by April 30, 2019

Task 6. Whatcom County Buildable Lands Program Draft Methodology

6.1 Review State Buildable Lands Guidelines and County Land Capacity Detailed Methodology

CAI will review the updated State Buildable Lands Guidelines to inform Whatcom County's approach. CAI will also review the 2015 Whatcom County Land Capacity Detailed Methodology and make recommendations on how to integrate this methodology with the new draft Buildable Lands methodology.

6.2 Dispute Resolution Methods

CAI will develop methods to resolve disputes among jurisdictions and resolve inconsistencies in collection and analysis of data.

6.3 Develop Draft Buildable Lands Methodology

CAI will prepare a draft Buildable Lands methodology that is both consistent with State guidelines and meets the County and Cities' needs, as established in previous tasks.

Deliverables: Draft coordination and dispute resolution methods (D3), Draft & Final Whatcom County Buildable Lands Methodology (D6)

Schedule: Complete by June 30, 2019

Deliverables Summary

- D1. Summary of Stakeholder Interviews
- D2. Draft & Final Buildable Lands Program Data Collection & Reporting Tool
- D3. Draft coordination and dispute resolution methods
- D4. Draft & Final Countywide Planning Policies
- D5. Draft & Final Key Issues Report
- D6. Draft & Final Whatcom County Buildable Lands Methodology

EXHIBIT "B"
(COMPENSATION)

SCHEDULE AND BUDGET

CAI will accomplish the above scope of work no later than June 30, 2019. Any schedule adjustments will be discussed jointly throughout project work with County staff and CAI.

CAI will deliver the above services on a time and materials basis, as scoped, for \$78,500. CAI's 2018 billing rates are attached. These rates may be increased in 2019, subject to approval of Whatcom County Planning and Development Services. CAI's rates for many staff many increase in 2019. Typical average fee increases per year range from 2.5% to 5.0%, firm-wide.

COMMUNITY ATTRIBUTES 2018 HOURLY RATES

Chris Mefford	President & CEO	\$295.00
Spencer Cohen	Senior Economist	\$202.50
Tim McIlhenny	Data Systems Developer	\$162.50
Bryan Lobel	Senior Planner	\$125.00
Elliot Weiss	Project Manager	\$130.00
Diana Haring	Senior Data Systems Analyst	\$125.00
Michaela Jellicoe	Economics Analyst	\$127.50
Maeve Edstrom	Information Design Manager	\$120.00
Kristina Gallant	Planning Analyst	\$107.50
Madalina Calen	Economics Analyst	\$117.50
Carrie Schaden	Data Systems Analyst	\$92.50
Maureen McLennon	Information Designer	\$77.50
Zack Tarhouni	Economics Analyst	\$70.00

Exhibit C
Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/19/2018

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

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

PRODUCER insureon Insureon (BIN Insurance Holdings LLC.) 30 N. LaSalle, 25th Floor, Chicago, IL 60602	CONTACT NAME: PHONE (A/C, No. Ext): (800) 688-1984 FAX (A/C, No): 877-826-9067 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : The Hartford 30104 INSURER B : Philadelphia Indemnity Insurance Company 18058 INSURER C : The Hartford 30104 INSURER D : INSURER E : INSURER F :
INSURED Community Attributes Inc. 1411 4th Ave Ste 1401 , Seattle, WA, 98101-2223	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR: INSD, WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> STOP GAP (see below for limits) GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		46SBVW9709	2/26/2018	2/28/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		46SBVW9709	2/26/2018	2/26/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		46SBVW9709	2/26/2019	2/26/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N No N / A	46WECA0E2Y (Cancelled)	12/8/2018	12/8/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	Professional Liability (Errors and Omissions)		PHSD1299133	11/1/2018	11/1/2019	Occurrence/Aggregate \$2,000,000 / \$4,000,000

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

CERTIFICATE HOLDER Whatcom County 5280 Northwest Dr Bellingham, WA 98226	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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