**TITLE OF DOCUMENT:**
An Ordinance Amending Whatcom County Code Title 3 to Change the Expiration Date of the Sales and Use Tax for Public Facilities in Rural Counties

**ATTACHMENTS:**
Ordinance

<table>
<thead>
<tr>
<th>SEPA review required?</th>
<th>Yes</th>
<th>NO</th>
<th>Should Clerk schedule a hearing?</th>
<th>Yes</th>
<th>NO</th>
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**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 ordinance changes the expiration date of the sales tax from July 31, 2024 to July 31, 2032 as authorized in RCW 82.14.370 (4) (b). The tax imposed under RCW 82.14.370 is a deduction from the amount paid to the Department of Revenue and is not an increase to purchasers in Whatcom County.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**
6/23/2015: Introduced 7-0

**Related County Contract #:** | **Related File Numbers:** | **Ordinance or Resolution Number:**
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**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.
ORDINANCE NO. __________

AMENDING WHATCOM COUNTY CODE TITLE 3 TO CHANGE THE EXPIRATION DATE OF THE SALES AND USE TAX FOR PUBLIC FACILITIES IN RURAL COUNTIES

WHEREAS, Ordinance 2007-035 amended Section 3.34.020 of the Whatcom County Code to exercise the local option to increase the sales and use tax rate for public facilities in rural counties to 0.09 percent in accordance with RCW 82.14.370, and,

WHEREAS, the effective date of that change was August 1, 2007, and,

WHEREAS, RCW 82.14.370 (4) (b) states “For counties imposing the tax at the rate of 0.09 percent before August 1, 2009, the tax expires on the date that is twenty-five years after the date that the 0.09 percent tax rate was first imposed by the county.”, and,

WHEREAS, Sections 3.34.010, 3.34.020 and 3.34.070 currently state the expiration date as July 31, 2024,

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that Whatcom County Code Section 3.34 is hereby amended as indicated in Exhibit A to this ordinance.

ADOPTED this ___ day of ____________________, 2015.

ATTEST:

Dana Brown-Davis, Council Clerk

Carl Weimer, Chair of the Council

APPROVED AS TO FORM:

( ) Approved ( ) Denied

Daniel J. Gibbons, Civil Deputy Prosecutor

Jack Louws, County Executive

Date: ______________________
EXHIBIT A

3.34.010 Sales or use tax imposed.
Pursuant to RCW 82.14.370, there is hereby imposed a sales or use tax, as the case may be, upon every taxable event, as defined in RCW 82.14.020, occurring within Whatcom County. The tax shall be imposed upon and collected from those persons from whom the state sales or use tax is collected pursuant to Chapter 82.08 or 82.12 RCW. The tax imposed by this section is in addition to that imposed under Chapter 3.32 WCC and shall take effect immediately upon approval, and shall expire July 31, 2024. (Ord. 99-032).

3.34.020 Tax rate.
The rate of the tax imposed by this chapter on each taxable event shall be 0.04 percent through December 31, 1999, 0.08 percent beginning January 1, 2000, through July 31, 2007, 0.09 percent beginning August 1, 2007, through July 31, 2024, applied to the selling price or value of the article used, as the case may be. (Ord. 2007-035 Exh. A; Ord. 99-032).

3.34.070 Effective date and expiration date.
The ordinance codified in this chapter shall take effect immediately upon approval, and shall expire on July 31, 2024. (Ord. 99-032).
**WHATCOM COUNTY COUNCIL AGENDA BILL**

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<td><strong>TITLE OF DOCUMENT:</strong></td>
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<td>Jail Facility Use Agreement - Interlocal</td>
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**ATTACHMENTS:**

- The revised Jail Facility Use Agreement (JFUA) - redline
- The Jail Facility Use Agreement - clean copy
- Corresponding Preliminary Jail Project Budget and Bed Design

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

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Executive Louws requests Council review and approval of the revised Jail Facility Use Agreement resulting from previous council action through Resolution 2015-024 which authorized the Executive to re-work the JFUA as requested by the Small City Caucus Mayors, allowing for the County to build up to a 521 bed jail. Actual size is dependent on each individual city’s financial and usage participation in the revised JFUA.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

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WHATCOM COUNTY
Contract # __________

JAIL FACILITY USE AGREEMENT

This Jail Facility Use Agreement ("Agreement") is by and between Whatcom County ("County"); the City of Bellingham ("Bellingham"); the City of Blaine ("Blaine"); the City of Everson ("Everson"); the City of Ferndale ("Ferndale"); the City of Lynden ("Lynden"); the City of Nooksack ("Nooksack"); and the City of Sumas ("Sumas") pursuant to RCW Chapters 70.48 and 39.34. The County Executive, or designee, will serve as the administrator of the Agreement pursuant to RCW 39.34.

RECITALS

A. The County is charged by State law with the operation and maintenance of the Whatcom County Jail and related correctional facilities ("Jail"), presently located on Prospect and Division Streets in Bellingham, (hereinafter, the "Existing Jail").

B. The Existing Jail requires additional capacity and improved infrastructure in order to safely incarcerate the combined volume of city and county inmates currently and in the future. The city governments that have agreed and are party to this Agreement (hereinafter, collectively, the "Cities") desire to continue use of the Jail for the detention of city inmates.

C. The County intends to build, own and operate a new Jail located on LaBounty Road in Ferndale consisting initially of approximately 521 beds in phase 1, with an additional 128 available in phase 2, along with demolition of the existing jail at Prospect Street, and the construction of holding space and a sally port for inmate transfer at the Whatcom County Courthouse (hereinafter, the "New Jail"), to serve the needs of the community for the foreseeable future. These bed numbers are determined based on the projected use of the County, and the use by the cities of Bellingham, Blaine, Everson, Ferndale, Lynden, Nooksack, and Sumas. If any city, listed and intended as a party to this agreement, fails to approve and execute this Jail Use Agreement by August 14, 2015, the County will reduce the size and scope of the project, including a reduction of jail beds and the amount of bonds sold. This will be commensurate with the non-participating city’s actual and expected share of the annual bond payment for the New Jail.

D. The parties agree that the community and its taxpayers are best served by a cooperative, collective approach to public infrastructure, including the New Jail, through joint planning and financing, to maximize efficiency and promote economies of scale.

E. In April-June 2015, the Whatcom County Council approved resolution 2015-024 and will consider a Resolution which finds that the Existing Jail cannot meet the demand of the combined volume of City and County inmates. The Resolution will place a proposition...
before Whatcom County voters that, if passed, would authorize additional sales and use tax at the rate of 0.2% to be used for the construction, maintenance, and operation of jail facilities, and for adult corrections programs including medical and behavioral health facilities and programs, all pursuant to RCW 82.14.450, and for other legal-public safety purposes (hereinafter, the "Sales Tax Measure").

F. The parties intend to enter into this agreement in 2015, and Whatcom County will propose the Sales Tax Measure to the voters to authorize a 0.2% sales tax pursuant to RCW 82.14.450 (a copy of which statute, in its form as of the date of this Agreement, is attached hereto as Exhibit A), that will provide for jail construction funds and will service limited tax general obligation bonds to be issued by the County for the construction of the New Jail, together with any refunding bonds which may be issued by the County to refund the original bonds (hereinafter, the "Bonds"), and fund jail operations and related public safety requirements as permitted by law and consistent with this Agreement. The negotiation and execution of this Agreement is intended to yield a definitive, long-term agreement to globally address jail financing and certain operational matters related to the Jail.

G. The parties to this Agreement are willing to make a long-term commitment and provide financial concessions in order to obtain access to the Existing and New Jail. Subject to the terms and conditions herein, the County agrees to make the Existing Jail and New Jail and jail-related programs available for participating Cities’ inmates.

H. The parties hereto also desire to include within this Agreement the procedures for determining the costs associated with housing inmates within the Existing Jail and New Jail, the scope and level of service to be provided by the County, procedures for billing of the cost of services, the methodology for payment by the Cities to the County for the actual maintenance and operating costs of the Existing Jail and New Jail, as set forth in Exhibit B, and consistent with the Cities’ usage rate of the Existing Jail and New Jail, and the County’s contribution to the maintenance and operating cost of the Existing Jail and New Jail consistent with the County’s usage rate of the Existing Jail and New Jail. Should any city not approve and execute this agreement by August 14, 2015, the procedures for determining costs of construction and services, the level of service, procedures for billing cost of service and the methodology for payment as set forth in this agreement will continue to apply to the other cities which have approved this agreement.

I. As part of the Existing Jail, the County owns and operates an interim adult correctional facility and behavioral health triage center on Division Street in Bellingham. The County may sell or transfer the Division Street property when the New Jail is completed and operational. If sold or transferred, the resulting value and proceeds from this transaction will be applied by the County to facilities and programs that support the goals of treating adults with behavioral health problems. Further, the goals of these programs are to reduce incarceration rates of people with behavioral health problems.

NOW, THEREFORE, in consideration of the foregoing, the parties agree and contract as follows:
AGREEMENT

1. **NEW AGREEMENT.** This Agreement shall become effective when the County and one or more of the cities all parties identified above have duly executed this Agreement and the conditions set forth in paragraph 2, below, have occurred. Until this Agreement becomes effective, the existing jail use agreements between and among the parties (or between any of the parties) shall remain in force and effect pursuant to the terms thereof, subject to the stated length of term in each of those agreements. Once this Agreement becomes effective as described in paragraph 2, it shall entirely replace and supersede any and all previous agreements between the parties approving this agreement regarding use of the Existing Jail.

2. **SALES TAX MEASURE AND EFFECTIVE DATE OF AGREEMENT.** The County will place the Sales Tax Measure on the August 4, 2015 Primary Election ballot, or if necessary, the November 3, 2015 General Election ballot. In the event that the Sales Tax Measure fails to pass on this either election, this Agreement shall be immediately null and void without further action by the parties. In the event the Sales Tax Measure passes by approval of the voters at the either election, this entire Agreement will become fully effective and immediately binding on the parties on the date the election is certified by the Whatcom County Auditor (the "Effective Date"), consistent with its terms, without further action or consent by the parties hereto. Of the two tenths of a percent authorized upon approval of the Sales Tax Measure, one tenth of a percent shall be limited to the life of the bonds, and shall expire thereafter in coordination with Parties of this agreement and the Washington State Department of Revenue ("DOR"), and any ballot measure placed on the ballot shall so indicate. When the bonds are fully repaid or at the conclusion of 30 years from the initial bond issuance, whichever occurs first, all parties shall take the steps necessary to terminate one tenth of a percent of the sales tax levy referenced in this Agreement.

PART 1-JAIL FINANCING

3. **JAIL FUNDING SOURCES.** Upon voter approval of the Sales Tax Measure, the parties agree that all funds derived therefrom will be distributed to the County and the various incorporated cities within the County by DOR according to the distribution formula in state law of 60% to the County, and 40% to the cities on a pro rata basis of the population within incorporated cities. For the years 2016, 2017, and 2018, upon receipt of the distribution of this portion of the sales tax from the DOR, each city – party to this agreement shall remit to the County Treasurer no later than the twentieth day of the following month, 75% of the distribution it has just received. These remittances will be deposited by the Treasurer, along with the necessary County funds, into the New Jail Project Fund for use as payment toward costs of the construction of the New Jail, payment of the debt service on interim financing, and on debt service on the Bonds sold to construct the New Jail. Each remittance will be accompanied by a copy of the distribution notification from the DOR. For 2019 and the years following, until full repayment of the Bonds that will be sold to finance the New Jail construction, each city shall remit to the County Treasurer monthly an amount to be determined by the following formula: $147,233.08 ($1,766,797, representing the cities’ aggregate share of the annual bond payment, divided by 12) times that city’s percentage share of the total city jail bed day use over the previous 5 years. If any city fails to approve and execute this agreement the total monthly amount will be adjusted by reducing the formula by the amount expected from that city. Each year, each city’s percentage share of the total city share of the jail bond payment will be
determined by its corresponding average of the previous 5 years of jail bed day use. The jail bed day use information will be set by the County using jail population data provided through December of the previous year by the County Sheriff's office. The County Treasurer shall deposit the Cities' funds into the New Jail Project Fund, along with County funds necessary to repay and service the Bonds sold to construct the New Jail. The sales tax measure funds the Cities receive by the last business day of every month shall be delivered in the amounts described above to the County Treasurer by the twentieth day of the following month by check or Automated Clearing House (ACH) transaction. The Cities agree that payments required under this Agreement will be made as set forth herein, and are not subject to any claims or disputes relating to jail operations or any other terms of this agreement.

4. **NEW JAIL PROJECT FUND.** Whatcom County agrees to utilize the New Jail Project Fund ("Fund") to construct and pay for the New Jail. The New Jail Project Fund shall consist of "Total Revenues," defined as (1) all bond proceeds and savings from bond refunding; (2) a portion of revenue received from the countywide Sales Tax Measure necessary to repay and service the Bonds; (3) all contributions and grants provided for the construction of the New Jail.

a. The parties acknowledge that the County intends to issue Bonds not later than 2018 in reliance upon the commitments and agreements of the parties reflected in this Agreement. The Bonds, when issued, will have a term not to exceed thirty (30) years, and may be refinanced by the County, without limitation, other than the limitation regarding the total duration of thirty (30) years. The maximum total duration of the Bonds, including any refunding or refinancing activity, shall be thirty (30) years. All references to Bond payments include any refunding bonds that may be issued to refinance the Bonds initially issued. If all of the cities approve this agreement, the estimated amounts of the total Bond proceeds are $97,000,000 and the estimated interest rate is five (5) percent over a period of 30 years. The resulting annual Bond payment amounts are calculated at $6,309,989. If after the issuance of the Bonds the resulting total annual Bond payment is higher than $6,309,989, the City share of the annual Bond payment will be set to a level equal to 28% of the annual Bond payment and the County share will be 72%; however, the total City share of the Annual Bond payment will not exceed $1,850,933. If any city does not approve and execute this agreement by August 14, 2015 the total amount of bonds sold and the total anticipated annual bond payment amounts will be adjusted lower by the amount of that city's expected share of the annual bond payment. The County will use debt structures that provide for the opportunity for early repayment of the Bonds no later than 10.5 years after issuance.

b. The net proceeds derived by the County from the sale of the Bonds and any savings from future refunding shall be deposited into the New Jail Project Fund and used only for expenses related to the construction of the New Jail, including those pre-construction costs incurred by the County after January 1, 2015, the demolition of the existing jail at Prospect Street, the construction of Courthouse holding space and sally port for inmate transfers and all related soft and hard costs of construction. If all of the cities approve and execute this agreement, the total estimated costs of the New Jail project is estimated at $97,000,000. The costs of approximately
$7,000,000 incurred by the County for the purchase and analysis of the LaBounty property, expended prior to January 1, 2015, will not be calculated into these total project costs nor used as a basis for determining Bond payments. Once the New Jail building project is complete, any remaining Bond proceeds will be used only as allowed by the bond documents.

c. The County also intends to construct new facilities housing the Sheriff’s Office facilities adjacent to the New Jail. The proceeds from the Sales Tax Measure, jail use charges, and other revenue identified in this Agreement will not be used to pay for the design and construction costs of the Sheriff’s Office facility anticipated and planned by the County. The County will use other County revenue and resources for the construction and operation of the anticipated Sheriff’s Office facilities. If the County issues a single Bond for both the New Jail and Sherriff’s Office facilities the County will ensure that there is a clear delineation of issuance costs and debt service allocable to the New Jail and the Sheriff’s Office facilities separately.

d. On an annual basis, the County shall provide a detailed revenue and expense report that accounts for the activity of the Existing and New Jail and all related County jail funds.

PART II - JAIL OPERATIONS

5. CONTROL OF JAIL. The Cities acknowledge the County’s statutory responsibility for, ownership of, and operational control over the Existing Jail and New Jail. The County shall administer the jail in accordance with the ordinances, policies, procedures, rules, and regulations of the County (including any emergency security rules imposed by the Sheriff), and in accordance with the rules and regulations of any agency of the State of Washington empowered to make rules governing the administration of county corrections facilities. The Cities hereby consent and agree that inmates committed to the Existing Jail and New Jail by the Cities are subject to all rules and regulations applicable to County inmates incarcerated therein, including but not limited to all terms and conditions of this Agreement. It is further understood by the parties that the County shall be solely responsible for operational decisions regarding the appropriate level of security, inmate management, and housing of all inmates. The Sheriff will reasonably consult with the Chiefs of Police of the parties to this Agreement regarding issues concerning city inmates. The Sheriff, at least once a year, on or around June 30th to coincide with the Parties’ budget processes, will convene a meeting of the parties to this Agreement to discuss the operational and financial performance of the Existing Jail and New Jail, including per diem rates and fees.

6. AVAILABILITY OF JAIL FACILITIES AND SERVICES PROVIDED. The County agrees to provide inmate services for gross misdemeanor or misdemeanor cases initiated by the Cities party to this agreement and felony cases referred to the County for those offenses alleged to have been committed by adults within the Cities. The County shall provide inmate services consistent with the standards contained in Exhibit B. If circumstances require the County to reduce services to all jurisdictions, including Whatcom County, such reduction in services shall be made uniformly among the County and all Cities for gross misdemeanants and misdemeanants, and the County shall provide reasonable notice to the Cities of its intention to reduce service levels in any correction program. The uniform reduction in service provided herein shall not apply to felony cases and inmates. Wherever possible, the County will provide a minimum of thirty (30) days'
notice of such reductions unless specific circumstances require more immediate action.

7. **CAPACITY OPERATIONS.** The New Jail will be made available to parties to this Agreement, and if capacity is available, to non-participating entities. The County will not accept non-Party inmates at any times the Sheriff has determined the New Jail is at capacity, except as required by law or for the safety of the Whatcom County community, in which event the Sheriff will seek alternative accommodation for any inmates as soon as is reasonably practicable. In the event the New Jail reaches capacity, the Parties shall in good faith pursue joint contracting for outsourcing or other alternative accommodation.

8. **INMATE CONFINEMENT FEES AND CHARGES FOR SERVICES.** The parties to this Agreement shall pay the County for bed space at the established daily rates and for services provided as set forth in Exhibit B to this Agreement, which is incorporated herein by this reference. Charges for services rendered shall be verified as they accrue, and shall be paid within thirty (30) days of the issuance of each month's final invoice. The per diem bed rate/booking costs for each correction program shall be established by the County consistent with the adopted budget for each program area during the contract year. All Parties to this agreement, including the County, will pay the same rates and fees. All fees for service charged to the parties to this Agreement shall ultimately be based on the actual cost of service, with subsequent adjustment, if necessary, and limited to the amount necessary to reimburse the County for services provided. The total amount charged to each city annually shall not exceed the total amount of each city's use based on the city's jail usage divided by total jail usage multiplied by the total actual cost of operating the jail. This formula does not include any non-routine or extraordinary medical costs as referenced in Exhibit B. Disputes as to the appropriate fees for service will be subject to the Venue and Dispute Resolution provision set forth below.

9. **DETERMINATION OF CASE STATUS.** The Prosecuting Attorney shall have the sole authority to determine which felony arrest cases submitted by the Cities shall be charged as felonies and which as gross misdemeanors or misdemeanors. The Cities shall not be responsible for any case charged as a felony, following pursuant to determination of case status by the Prosecuting Attorney, except Cities will be responsible for the cost of non-routine services provided by outside medical providers administered prior to sentencing for felony offenders arrested by City law enforcement officers as provided in RCW 70.48.130, following the efforts by the County to reduce medical costs as set forth in Exhibit B. If the determination is made by the Prosecuting Attorney that a case should be referred to a municipality for review and possible charged as a gross misdemeanor or misdemeanor, such cases shall be referred to the appropriate City Attorney for filing in the Municipal Court with inmate services charged to the City. Any case originally charged by the Prosecutor as a felony and later plea bargained or adjudicated to a gross misdemeanor or misdemeanor shall not require compensation by the Cities. If a determination is made by the Prosecuting Attorney that a City case originally charged as a gross misdemeanor or misdemeanor will be charged as a felony, then all inmate services will be charged to the County.

10. **INMATES DEFINED**

   a. **City Inmate.** As used herein, "City Inmate" shall mean those inmates charged in municipal courts of the Cities, those inmates arrested by a city law enforcement officer while held prior to being charged with a misdemeanor charging or to release without charges, or those inmates who are originally arrested for felony offenses
and are referred to the appropriate City Attorney for filing in Municipal Court as described above.

b. County Inmate. As used herein, "County Inmate" shall mean those inmates originally charged in Whatcom County District Court on gross misdemeanor and misdemeanor offenses, those inmates arrested by the County Sheriff while held prior to charging or to release without charges, and persons arrested for, or charged with, any felony offense charged in Whatcom County Superior Court or are held by magistrate warrant.

c. Third Party Inmates. For the purposes of this Agreement, County Inmates and City Inmates shall not include those inmates who are committed to the Jail by entities that are not a party to this Agreement, or other inmates arrested by state and federal agencies.

d. Material Witnesses Held In Jail. Inmate days arising from a material witness warrant shall be allocated to the party issuing the material witness warrant.

11. BILLING INFORMATION. The County shall provide each City with an itemized monthly billing report for each service area. The monthly billing report shall include the dates used in computing the fees and the initiation and, if available, release date for each corrections program, with adjustments made for any temporary releases that may occur within the time frame of the specific incarceration. Calculations will also include the application of good time sentence reductions as appropriate.

12. ASSIGNMENT. The County shall provide at least 30 days' prior notice to the parties of its intent to assign or delegate duties under this Agreement, specifying which duties it intends to assign or delegate and the name and address of the party to whom it intends to assign or delegate.

13. ARREST WARRANT OR CITATION. City law enforcement officers placing inmates in the Jail shall, in every instance, furnish an arrest warrant, probable cause affidavit, citation or other charging document to the County Corrections Deputy on duty at the time.

14. TRANSFER OF CUSTODY. When custody of a City Inmate is transferred to the County, the City Inmate shall be subject to all applicable rules, regulations, and standards governing the operation of the Jail, including any emergency security rules imposed by the Jail administrator, subject to applicable law. For the purposes of this Agreement, "Custody" shall be defined as the point in time at which Jail staff accepts physical custody and control of an inmate. Any City law enforcement officer delivering an inmate to the Jail shall comply with all rules and regulations of the County Jail.

15. TRANSPORTATION. Each City shall be solely responsible for transportation of its inmates to the Jail for initial booking and to all court appearances in its municipal court. Cities may contract with the Sheriff to provide custody and/or transportation services for court appearances.

16. MEDICAL CARE AND COSTS. All inmates shall receive medical, mental health, and dental treatment when medically necessary to safeguard their health while in custody as required by law. Medical costs shall be allocated per state law or by agreement between the City and the County. If there is a difference between state law allocation of such costs and an
agreement between the City and the County, the agreement shall control.

17. CITY ACCESS TO INMATES. All City law enforcement officers and defense attorneys shall have the right to interview City Inmates at any time inside the confines of the Jail, subject to Jail security rules and regulations. Interview rooms and appropriate communication technology will be made available to City law enforcement officers and defense attorneys as available.

18. POSTING OF BAIL. The County agrees to act as agent for Cities with respect to bail and/or bail bonds posted by inmates to secure their appearance and compliance with conditions of release in the various municipal courts. The County will deliver bail bonds or money posted for inmates to the Municipal Court in a timely manner. Performance bonds will not be accepted by the County, but must be posted directly with the Court of Jurisdiction.

19. JAIL ALTERNATIVE PROGRAMS. Inmates judged to be eligible for Jail Alternative Programs by the sentencing Judge may be permitted to participate in those programs at the discretion of the Sheriff or designee. Such programs may include but will not be limited to In Custody and Out of Custody Work Crews, Work or School Release and Electronic Home Monitoring/Detention. The County will make jail alternative programs available to City inmates to the same extent they are made available to County inmates.

20. RELEASE OF CITY INMATE FROM COUNTY JAIL. No City Inmate confined in the Jail shall be released therefrom, except by order of the court in those matters in which said courts have jurisdiction. The Sheriff may in his or her discretion transfer inmates to another facility as necessary to effectively operate the Jail.

21. RECORD KEEPING.

   a. Informational Project Updates. Prior to and during the construction of the New Jail, the County and its Project Manager will provide reasonably regular updates to the parties to this Agreement.

   b. Form of Records. The County agrees to maintain a system of record keeping relative to the booking and confinement of each City Inmate in such style and manner as equivalent to County records pertaining to County Inmates.

   c. City Access to Records. Records of services provided to City Inmates shall be available for review by the applicable City, unless their release is expressly prohibited by applicable law concerning the confidentiality of medical records (including the federal Health Insurance Portability and Accountability Act, "HIPAA"). The parties may enter business associate agreements under the HIPAA as necessary to implement the intent of this Agreement.

   d. Jail Bed-Day Utilization Reporting. At least quarterly the County shall report to the parties the actual number of inmate days utilized by each party in the previous quarter, and the total number of actual inmate days.

22. INDEMNIFICATION.

   a. County Indemnification. The County shall indemnify and hold harmless the other
parties to this Agreement, their officers, agents, and employees from any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, by any reason of or arising out of any intentional or negligent act or omission of the County, its officers, agents and employees, or any of them, relating to or arising out of the performance of services pursuant to this Agreement. In the event that any such claim, action, loss or damages is brought against the other parties to this Agreement, the County shall defend the same at its sole cost and expense, including attorney fees.

b. City Indemnification. Each City party to this Agreement shall indemnify and hold harmless the County and its officers, agents, and employees from any and all claims, actions, suits liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason or arising out of any intentional or negligent act or omission of the indemnifying City, its officers, agents, and employees, or any of them relating to or arising out of the performance of service pursuant to this Agreement. In the event that any such claims, action, loss or damages is brought against the other parties to this Agreement, the indemnifying City shall defend the same at its sole cost and expense, including attorney fees.

23. TERM. The life of the Bonds shall not be more than 30 years in duration from the date of their issuance. Until the bonds have been repaid, this Agreement shall not terminate. Following repayment of the Bonds, the provisions in this agreement regarding distribution of sales tax proceeds from the cities to the County shall no longer have any effect. After the bonds have been repaid, the Cities shall be entitled to receive and keep 40% of the .1% of Sales Tax Revenue that remains in effect. The remainder of this Agreement shall remain in effect and shall only be terminable by any party to this Agreement, as to that Party's participation in the Agreement, on one (1) year's written notice to each of the other parties to this Agreement. This Agreement may be modified in writing by mutual agreement of all the parties.

24. SURVIVAL. The provisions of paragraphs 25 and 26 shall survive the termination or expiry of this Agreement.

25. VENUE AND DISPUTE RESOLUTION. No party to this Agreement shall have standing to dispute the County's use of sales tax revenues for Bond Payments so long as the County uses the sales tax revenue consistent with this Agreement. This paragraph establishes the sole and exclusive remedy for disputes arising under this Agreement, except as otherwise set forth herein. If a dispute arises as to the administration of this Agreement between any City party to this Agreement and the County, such dispute shall be progressively resolved in the following manner:

a. Through negotiations between the City and the County's respective contacts.

b. Through negotiations between the City's Mayor and the County Executive.

In the event that the City and the County do not reach agreement within 90 days of commencing negotiations, the matter will be submitted to binding arbitration. The City and
the County may mutually agree to extend the negotiation period. If the City and the County cannot agree upon the selection of an impartial arbitrator within fourteen days of a written request for arbitration by either the City or the County, the arbitrator shall be selected as provided in the Superior Court Mandatory Arbitration Rules by a judge of the Superior Court of Skagit County. The arbitration shall be conducted pursuant to the Superior Court Mandatory Arbitration Rules.

26. **NO THIRD PARTY BENEFICIARIES.** This Agreement is not intended to benefit any person, entity or municipality not a party to this Agreement, and no other person, entity or municipality shall be entitled to be treated as beneficiary of this Agreement. This Agreement is not intended to nor does it create any third party beneficiary or other rights in any third person or party, including, but not limited to, any agent, contractor, subcontractor, consultant, volunteer, or other representative of either party. No agent, employee, contractor, subcontractor, consultant, volunteer or other representative of the parties hereto shall be deemed an agent, employee, contractor, subcontractor, consultant, volunteer or other representative of any other party hereto.

27. **SEVERABILITY.** In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid by a court of competent jurisdiction, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition or application. To this extent and purpose the terms and conditions of this Agreement are declared severable.

28. **COMPLIANCE WITH LAWS.** The parties to this Agreement shall comply with all applicable federal, state and local laws, rules and regulations in carrying out the terms and conditions of this Agreement. The parties shall obtain and comply with any and all necessary permits, approvals, consents and notice from or to all applicable jurisdictions prior to commencing any work or action related to this Agreement. The parties to this Agreement reserve all rights afforded under RCW 39.34.180 in the form enacted as of January 1, 2015.

29. **CAPTIONS AND COUNTERPARTS.** The captions in this Agreement are for convenience and reference only, and do not define, limit, or describe the scope or intent of this Agreement. This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute one Agreement.

30. **NO SEPARATE LEGAL ENTITY.** This Agreement establishes a cooperative undertaking, and it is not the intention of the parties to create a new or separate legal entity by this Agreement. This Agreement does not establish or create a joint venture or partnership between the parties, and no party shall be responsible for the liabilities and debts of the other parties hereto.

31. **INTEGRATED AGREEMENT.** This is an integrated Agreement. Neither party has relied on any representation other than those expressly set forth herein in entering this Agreement.

32. **NEUTRAL AUTHORSHIP.** Each of the terms and conditions of this Agreement have been reviewed and negotiated with resort to legal counsel, and represents the
combined work product of the parties hereto, and this Agreement shall not be interpreted for
or against any Party hereto based upon authorship. The Parties represent that they have
had a full and fair opportunity to seek legal advice with respect to the terms of this
Agreement, and have either done so or have voluntarily chosen not to do so. The Parties
represent and warrant that they and their authorized representatives executing this
Agreement have fully read this Agreement, that they understand its meaning and effect, and
that they enter into this Agreement with full knowledge of its terms. This Agreement contains
terms and conditions agreed upon by the Parties. The Parties agree that there are no
other understandings, oral or otherwise, regarding the subject matter of this Agreement.
No change or addition to this Agreement shall be valid or binding upon the Parties unless
such change or addition is in writing, executed by all the Parties.

The Parties agree that during the performance of this Agreement no person shall, on the
basis of race, creed, national origin, sex, marital status, age, religion, ethnicity, or the
presence of any sensory, mental or physical handicap, be excluded from services which
are within the scope of this Agreement and within the reasonable ability of the County to
provide. The Parties shall not discriminate against any employee or applicant for
employment for the above reasons; provided, the prohibition against discrimination in
employment because of handicap shall not apply if the particular disability, with
reasonable accommodation, prevents the proper performance of the work involved.

The Parties agree to aid and assist the other in accomplishing the objectives of this
Agreement.

This Agreement shall be binding upon the Parties, and their successors and assigns.

33. FURTHER ACTS. The Parties agree to take such further actions and to execute
documents as in their reasonable judgment may be necessary or desirable in order to carry
out the terms of, and complete the transactions contemplated by, this Agreement.

34. AGREEMENT CONTACT. The County's initial contact for this Agreement shall be
the County Executive. The Cities' initial contact shall be the Mayor of each respective city.
The Parties to this Agreement may designate new contacts by providing written notice to all the
other Parties.

IN WITNESS WHEREOF, the County and the Cities of Whatcom County have executed this
Inter-local Agreement as of the date and year last written below.

ENTERED INTO this ______ day of __________________, 2015.
Approved as to form:

County Civil Prosecuting Attorney

Executed this ___ day of ____________, 2015 for WHATCOM COUNTY.

___________________________
Jack Louws, County Executive

STATE OF WASHINGTON       )
COUNTY OF WHATCOM          ) SS

On this _____ day of __________ 2015, 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 ______________.
CITY OF BELLINGHAM

_____________________________
Kelli Linville, Mayor

Attest:

_____________________________
Finance Director

Approved as to form:

_____________________________
Office of the City Attorney
CITY OF BLAINE

Harry Robinson, Mayor

Attest:

Finance Director

Approved as to form:

Office of the City Attorney
CITY OF EVerson

John Perry, Mayor

Attest:

Finance Director

Approved as to form:

Office of the City Attorney
CITY OF FERNDALE

Gary Jensen, Mayor

Attest:

Finance Director

Approved as to form:

Office of the City Attorney
CITY OF NOOKSACK

James Ackerman, Mayor

Attest:

Finance Director

Approved as to form:

Office of the City Attorney
CITY OF SUMAS

Bob Bromley, Mayor

Attest:

Finance Director

Approved as to form:

Office of the City Attorney
EXHIBIT A

RCW 82.14.450
Sales and use tax for counties and cities.

(1) A county legislative authority may submit an authorizing proposition to the county voters at a primary or general election and, if the proposition is approved by a majority of persons voting, impose a sales and use tax in accordance with the terms of this chapter. The title of each ballot measure must clearly state the purposes for which the proposed sales and use tax will be used. The rate of tax under this section may not exceed three-tenths of one percent of the selling price in the case of a sales tax, or value of the article used, in the case of a use tax.

(2) (a) A city legislative authority may submit an authorizing proposition to the city voters at a primary or general election and; if the proposition is approved by a majority of persons voting, impose a sales and use tax in accordance with the terms of this chapter. The title of each ballot measure must clearly state the purposes for which the proposed sales and use tax will be used. The rate of tax under this subsection may not exceed one-tenth of one percent of the selling price in the case of a sales tax, or value of the article used, in the case of a use tax. A city may not begin imposing a tax approved by the voters under this subsection prior to January 1, 2011.

(b) If a county adopts an ordinance or resolution to submit a ballot proposition to the voters to impose the sales and use tax under subsection (1) of this section prior to a city within the county adopting an ordinance or resolution to submit a ballot proposition to the voters to impose the tax under this subsection, the rate of tax by the city under this subsection may not exceed an amount that would cause the total county and city tax rate under this section to exceed three-tenths of one percent. This subsection (2)(b) also applies if the county and city adopt an ordinance or resolution to impose sales and use taxes under this section on the same date.

(c) If the city adopts an ordinance or resolution to submit a ballot proposition to the voters to impose the sales and use tax under this subsection prior to the county in which the city is located, the county must provide a credit against its tax under subsection (1) of this section for the city tax under this subsection to the extent the total county and city tax rate under this section would exceed three-tenths of one percent.

(3) The tax authorized in this section is in addition to any other taxes authorized by law and must be collected from those persons who are taxable by the state under chapters 82.08 and 82.12 RCW upon the occurrence of any taxable event within the county.

(4) The retail sale or use of motor vehicles, and the lease of motor vehicles for up to the first thirty-six months of the lease, are exempt from tax imposed under this section.

(5) One-third of all money received under this section must be used solely for criminal justice purposes, fire protection purposes, or both. For the purposes of this subsection, "criminal justice purposes" has the same meaning as provided in RCW 82.14.340.

(6) Money received by a county under subsection (1) of this section must be shared between the county and the cities as follows: Sixty percent must be retained by the county and forty percent must be distributed on a per capita basis to cities in the county.

(7) Tax proceeds received by a city imposing a tax under this section must be shared between the county and city as follows: Fifteen percent must be distributed to the county and eighty-five percent is retained by the city.

[2010 c 127 § 1; 2009 c 551 § 1; 2007 c 380 § 1; 2003 1st sp.s. c 24 § 2]
EXHIBIT B

COST METHODOLOGIES, FORMULAS, AND SERVICE STANDARDS

1. As set forth in Section 8 of this Agreement, the Parties will be notified by the County by June 30 of each year of the estimated rates and fees to be charged in the next year, and of the formula to be used for the calculations.

   a. All parties to this Agreement will pay the same rates and fees. The final rates and fees will be determined following adoption of the County Budget by the County Council, and will be provided to the parties with the first monthly statement in the New Year.

   b. Per diem rates and fees are determined by the allocation of actual costs to the appropriate program area. Once allocated, all appropriate program revenue will be assigned to each respective program area. The resulting net cost, by program area, will be divided by the estimated daily participation or use of the program to determine the per diem rate. The phrase "per diem rates and fees," as used in this Paragraph 1, includes rates and fees for jail per diem (bed day charges) and all alternative jail programs.

   c. All rates will include a capital replacement charge to fund the replacement of component systems of the New Jail. (Communications, major maintenance expense, HVAC, computers, jail controls, plumbing fixtures, etc.) These replacement funds will be kept separate and distinct and regularly accounted for as the Capital Replacement Account. These replacement account funds will be used to acquire, repair or renovate the jail’s component systems.

   d. All services provided to entities not a party to this Agreement will be charged the established per diem rates and fees, a capital replacement charge, plus an additional capital construction charge. The capital construction charge will be separately accounted for and used in the year following their collection, or as soon as practical thereafter to reduce the per diem rates of the parties to this Agreement.

   e. The County will allocate all operating costs, including maintenance, utility, and operating costs of facilities shared between the New Jail and other county divisions, bureaus, or departments on a rational and systematic basis open to audit and public inspection in a manner that recognizes that the city parties are not responsible for costs associated with non-jail activities or services. The costs of shared facilities allocated to any non-jail divisions, bureaus, or departments will be funded by non-jail revenues. Additionally, the County will allocate all operating costs, including site maintenance, utility, and site operating costs related to LaBounty Road non-jail facilities in a manner that recognizes that the city parties are not responsible for costs associated with non-jail maintenance and operations. The site costs allocated to non-jail facilities will be funded by non-jail revenues.

   f. At the same time, annual notice of rates and fees are provided to the parties to this agreement, the County shall provide to the parties a detailed revenue and expense
report that accounts for and supports all the rates and fees charged under this Agreement.

2. **Booking Charge** – A booking fee shall be charged to the Cities and to the County, equally, for each person booked into the jail. The booking charge will also apply when other law enforcement agencies arrest and book persons into the jail on City’s charges and/or warrants. Persons booked into the County jail and immediately released will only incur the booking fee. Persons who are booked into the jail and held in the facility will incur both the booking charge and a partial or full day per diem charge. If an offender is being booked on charges from multiple local jurisdictions, the booking fee will be split evenly between those jurisdictions.

3. **Jail Per Diem**- Cities cost per diem for all City prisoners incarcerated in County facilities for gross misdemeanor or misdemeanor offenses will include an initial bed day charge, with each day thereafter broken into quarter day charges, based on a full 24-hour charge or a pro rata amount based on quarter day increments.

4. **Criteria for Assessing Per Diem Charges** – In the event that an inmate is booked on multiple charges, the following procedure will apply to determine charges assessed the Cities:

Cities will be charged per diem on a quarter day basis for persons incarcerated in the County jail on City gross misdemeanor or misdemeanor charges or warrants. Persons incarcerated on felony charges will be the responsibility of the County, except nothing in this contract prevents the County from seeking reimbursement for felony medical costs prior to sentencing as provided in RCW 70.48.130. Persons originally incarcerated for a felony level violation that is declined by the County Prosecutor and returned to the City Attorney will be the City’s responsibility from the date of booking. Any case originally charged by the Prosecutor as a felony and later plea-bargained or adjudicated to a gross misdemeanor or misdemeanor, shall not require compensation by the City.

If a City charge is concurrent to either Superior Court or another jurisdiction’s gross misdemeanor or misdemeanor charge, the City shall be billed the proportionate percentage share of the per diem for the shared incarceration period.

5. **Alternative Jail Programs/Per Diem** - The City will be charged for Alternative Jail Programs as follows:

   a. If an offender participating in Whatcom County’s Work Release Program the parties will be charged a per diem rate per bed day for work release inmates. Billing to the City for these participants will be based on a per diem rate set annually. Any funds collected from the offender will be credited to the cost to the City.
b. If an offender qualifies for **Electronic Home Detention**, billing to the City for these participating offenders will be based on a per diem rate set annually. Any funds collected from the offender will be credited to the City.

c. If an offender is participating in the **Out of Custody Work Crew Program**, billing to the City for these participants will be based on a per diem rate set annually. If the County bills the offenders for participating in this program, the funds collected from the offender will be credited to the City.

d. If an offender is participating in the **In Custody Work Crew Program**, billing to the City for these participants will be based on a per diem rate set annually. If the County bills the offenders for participating in this program, the funds collected from the offender will be credited to the City.

e. All participants must first be authorized by the sentencing judge to apply for alternative jail programs, and the Sheriff or designee must approve the terms and conditions of the program participation.

f. If a City charge is concurrent to either Superior Court or another jurisdiction's gross misdemeanor or misdemeanor charge, the City shall be billed the proportionate percentage share of the current year per diem for the shared incarceration period.

6. **Service Standards** – The County agrees to furnish its facilities and personnel for confinement of City offenders and other services described in this Agreement in the same manner and to the same extent as the County furnishes for the confinement of its own gross misdemeanor or misdemeanor offenders, provided that the County shall meet or exceed all legal requirements.

7. **Operational Control** - Each City acknowledges the County’s operational control of the jail and alternate jail programs, and each agrees that City offenders committed to the Whatcom County Jail and alternative jail programs will be subject to the same lawful rules and regulations required of other offenders incarcerated therein.

8. **Health Care** - The County shall be responsible for providing routine health care. Such health care will include those health care services routinely delivered at normal cost by County staff, contracted practitioners, or nursing staff, and delivered within the facility. The County is not responsible for services delivered to City offenders outside of the facility, or for non-routine services provided by outside medical practitioners within the facility. Payment for emergency, exceptional or non-routine necessary health care for City gross misdemeanor or misdemeanor offenders shall be made by the City upon written invoice by the County or upon such other terms as City and the County may agree in writing. The County will additionally bill the City for pre-sentence felony offenders, held on the City’s case, who incur emergency, exceptional or non-routine necessary medical costs, as set forth in RCW 70.48.130. The County shall notify the City, as soon as reasonably possible, when the County becomes aware that an inmate being held on the City’s charges or awaiting sentencing is in need of emergency, exceptional or non-routine necessary medical care, and work with the City to investigate the possibility of release from custody. The final decision to release a pre-trial City felon will rest with the County
Prosecutor and/or Superior Court Judge. Additionally, the County agrees to utilize all existing agreements with medical practitioners and organizations to mitigate any medical costs, to make its best efforts to negotiate additional favorable agreements, and seek out any and all eligible third party reimbursement for medical costs (including health or auto insurance, DSHS/Medicaid, and/or the State of Washington), in the same manner and to the same extent at the County does for offenders held on its own charges and prior to billing the City. No third party beneficiary contract or contract of insurance is intended by this contract. Non-routine necessary health care shall include all practitioner-ordered health care or medical services delivered to City offenders outside of the facility, specialized care provided by non-contract health care providers in or out of the facility, and emergency treatment, including EMS and the local Hospital Emergency Department.
### Whatcom County Adult Corrections Facilities & Sheriff's Headquarters

**Program - Preliminary Conceptual Opinion of Probable Costs Project Budget**

**383 Bed Facility**

<table>
<thead>
<tr>
<th>Unit Type</th>
<th>Description</th>
<th>Number of Units</th>
<th>Cost Per Unit</th>
<th>Total</th>
<th>Total with Margins</th>
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<td>Construction Cost - &quot;Bricks and Mortar&quot;</td>
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<td>111.859</td>
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<td>Total Project Cost</td>
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<td>Additional Costs - &quot;Additional Owner Cost&quot;</td>
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<td>Land Acquisition Fees &amp; Costs</td>
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## TITLE OF DOCUMENT:
Collective Bargaining Agreement between Whatcom County and Professional & Technical Employees, Local 17

## ATTACHMENTS:
July 7, 2015 through December 31, 2016 Collective Bargaining Agreement between Whatcom County and Professional and Technical Employees, Local 17

### SEPA review required?
- [ ] Yes
- [X] No

### SEPA review completed?
- [ ] Yes
- [X] No

### Should Clerk schedule a hearing?
- [ ] Yes
- [X] No

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

Request approval of July 7, 2015 through December 31, 2016 Collective Bargaining Agreement between Whatcom County and Professional and Technical Employees, Local 17

## 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).
MEMO TO: Councilmembers Barbara Brenner, Rud Browne, Barry Buchanan, Pete Kremen, Ken Mann, Satpal Sidhu and Carl Weimer

CC: Jack Louws, County Executive

FROM: Nan Kallunki, HR Associate Manager

DATE: June 19, 2015

SUBJECT: Professional and Technical Employees, Local 17

The County and Union bargaining teams met regularly throughout the latter part of 2014 and into 2015 to negotiate a successor agreement to the May 20, 2008 through December 2012 collective bargaining agreement for employees represented by the Professional and Technical Employees, Local 17 employees. A Settlement Agreement was reached in April of 2013 that defined the medical plan alternatives and cost and extending the collective bargaining agreement through December 31, 2014.

This unit includes Environmental Health Specialists, Nutritionists, Licensed Social Workers and Public Health Educator positons within Whatcom County Health Department.

The County negotiating team is pleased to have reached a two-year agreement within budget authority consistent with the wage and medical benefit package provided for employees represented by the Master agreement.

Below is a summary of changes included in the new agreement:

<table>
<thead>
<tr>
<th>Contract Terms</th>
<th>Agreement</th>
</tr>
</thead>
<tbody>
<tr>
<td>NAME CHANGE</td>
<td>Name change from “International Federation of Professional and Technical Engineers” to “Professional and Technical Employees”</td>
</tr>
<tr>
<td>HOLIDAYS</td>
<td>Deleted quarterly payment of extra holiday pay for part-time employees working beyond currently assigned FTE</td>
</tr>
<tr>
<td>Contract Terms</td>
<td>Agreement</td>
</tr>
<tr>
<td>---------------------------</td>
<td>---------------------------------------------------------------------------</td>
</tr>
<tr>
<td><strong>Vacation</strong></td>
<td>Deleted quarterly payment of extra vacation pay for part-time employees working beyond currently assigned FTE</td>
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<tr>
<td><strong>Wage</strong></td>
<td>0% 2015 5% 2016</td>
</tr>
<tr>
<td><strong>Hiring and Promotions</strong></td>
<td>Modified Promotion and Reclassification section to be consistent with Master contract.</td>
</tr>
<tr>
<td></td>
<td>Modified Position Realignment section to add more flexibility in considering other comparables:</td>
</tr>
<tr>
<td></td>
<td>&quot;If four (4) matches to comparable counties or health districts do not exist for the particular classification, then available comparables shall be used for guidance along with any additional comparability information the Union feels is reasonable and relevant.&quot;</td>
</tr>
<tr>
<td><strong>Layoff and Recall</strong></td>
<td>Deleted Prevention Coordinator position (it moved to Master CBA)</td>
</tr>
<tr>
<td><strong>Group Insurance</strong></td>
<td>Simplified language. Contribution of $1,089.50 per month for medical. Buy-up to Contributory Plan $84.90.</td>
</tr>
<tr>
<td></td>
<td>Modified Medical Advisory Committee language to be consistent with Master CBA.</td>
</tr>
<tr>
<td><strong>Duration</strong></td>
<td>'Me too' agreement on wages and benefits.</td>
</tr>
<tr>
<td><strong>Number of Unit Members</strong></td>
<td>25</td>
</tr>
</tbody>
</table>
WHATCOM COUNTY CONTRACT
INFORMATION SHEET

<table>
<thead>
<tr>
<th>Originating Department:</th>
<th>Administrative Services – Human Resources</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Administrator:</td>
<td>Nan Kallunki</td>
</tr>
<tr>
<td>Contractor’s / Agency Name:</td>
<td>Collective Bargaining Agreement between Whatcom County and Professional and Technical Employees, Local 17</td>
</tr>
</tbody>
</table>

Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract?
Yes  X  No
Yes  No
If yes, previous number(s): ________________________________

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

Is this contract grant funded?
Yes  No  X
If yes, associated Whatcom County grant contract number(s) __________________

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

Is this contract excluded from E-Verify? No  X
If yes, indicate qualified exclusion(s) below:
   X  Professional services agreement for certified/licensed professional
   ___ Contract less than $100,000.
   ___ Work is for less than 120 days
   ___ Interlocal Agreement (between Govt.)
   ___ Public Works Dept. - Local Agency/Federally Funded FHWA

Contract Amount:(sum of orig contract amt and any prior amendments)
$ ____________________________

This Amendment Amount:
$ ____________________________

Total Amended Amount:
$ ____________________________

Scope of Services: [Insert language from contract (Exhibit A) or summarize; expand space as necessary]
Collective Bargaining Agreement

Term of Contract: May 26, 2015  Expiration Date: December 31, 2016

Contract Routing Steps & Signoff: [sign or initial]  [indicate date transmitted]
1. Prepared by  Nan Kallunki  __________________________________________________________________________ Date  6/19/15  [electronic]
2. Attorney reviewed  Daniel L. Gibson  __________________________________________________________________________ Date  6/19/15  [electronic]
3. AS Finance reviewed  __________________________________________________________________________ Date  ___________  [electronic]
4. IT reviewed if IT related  __________________________________________________________________________ Date  ___________  [electronic]  hard copy printed
5. Corrections made  __________________________________________________________________________ Date  ___________  [electronic]
6. Attorney signoff  __________________________________________________________________________ Date  ___________
7. Contractor signed  __________________________________________________________________________ Date  ___________
8. Submitted to Exec Office  K Geers  Date  6/25/15 [summary via electronic; hardcopies]
9. Council approved (if necessary)  __________________________________________________________________________ Date  ___________
10. Executive signed  __________________________________________________________________________ Date  ___________
11. Contractor Original Returned to dept.  __________________________________________________________________________ Date  ___________
12. County Original to Council  __________________________________________________________________________ Date  ___________

Last Revised 1/19/12
COLLECTIVE BARGAINING AGREEMENT
By and Between
WHATCOM COUNTY

and

PROFESSIONAL
AND TECHNICAL EMPLOYEES, LOCAL 17

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AGREEMENT
By and Between
WHATCOM COUNTY
and
PROFESSIONAL
AND TECHNICAL EMPLOYEES, LOCAL 17

PREAMBLE

This Agreement is by and between Whatcom County, hereinafter referred to as the "County" and the Professional and Technical Employees, Local No. 17, hereinafter referred to as the "Union."

The purpose of this Agreement is to facilitate the achievement of the mutual goal of providing quality community public health services, efficiently and economically, by establishing standards of wages, hours, and other conditions of employment, and to provide an orderly system of employer, employee relations.

ARTICLE 1 - RECOGNITION

Section 1.1 Recognition. The County recognizes the Union as the sole collective bargaining agent representing all full-time and part-time employees working in the collective bargaining unit certified by the Public Employment Relations Commission in Case No. 2687-E-80-519, in those job classifications listed in Article 16 as they currently exist or as they may be amended during the life of this Agreement. Excluded from the bargaining unit are temporary full- or part-time help hired for periods of less than 1040 hours in a year to meet the transient needs of the County who are notified in advance of being hired that employment will be terminated when the County determines the need for temporary help is over. A temporary employee may not be employed by the County for more than 1040 hours in a year. Unless mutually agreed, consecutive temporary appointments of the same employee to perform the same duties cannot be made without a minimum of ninety (90) days break in service.

Section 1.2 Unilateral Changes. The County agrees not to unilaterally change the working conditions, wages, or benefits of bargaining unit employees during the term of this Agreement. This section shall not be a waiver of RCW 41.56 rights. The County’s implementation or utilization of contractual provisions shall not be a unilateral change.

Section 1.3 Bargaining Unit Work. Existing bargaining unit work shall be performed by bargaining unit employees. When a new classification is created, the Union will continue to be recognized as the exclusive bargaining representative for employees performing traditional bargaining unit work, unless they are bona fide administrative/management positions.

ARTICLE 2 - UNION SECURITY

Section 2.1 Members in Good Standing. It shall be a condition of employment that all employees of the County covered by this Agreement who are members of the Union in good standing on the date this Agreement is executed shall remain members in good standing and
those who are not members on the date this Agreement is executed shall by the thirtieth (30th) day this Agreement is executed, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its execution date shall, by the thirtieth (30th) day of such employment, become and remain members in good standing in the Union. Tender of the Union's periodic dues and intake fees uniformly required as a condition of acquiring or obtaining such membership shall, for the purposes of this Article, be considered membership in the Union.

Section 2.2 Non-Association. In order to provide bargaining unit employees the right of non-association with the Union because of the employee's belief in bona fide religious tenets or teachings of a church or religious body of which such employee is a member, which has historically held conscientious objections to joining or financially supporting a labor organization shall not be required to join or financially support the Union, but in the alternative, shall be required to pay a monthly amount equal to the Union membership and intake fees to a non-religious charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code. These religious objections and decisions as to which fund will be used must be documented and declared in writing, and mutually agreed to by the employee and the Union.

Section 2.3 Dues. The County agrees to deduct Union dues from each employee's wages if the employee so desires. The County shall submit the dues to the address and name provided by the Union.

Section 2.4 Indemnification of County. The Union and all bargaining unit employees agree to indemnify and hold harmless the County from any and all liability resulting from such deductions.

ARTICLE 3 - MANAGEMENT RIGHTS

The County retains all rights except as those rights are limited by the express provisions of this Agreement. Nothing anywhere in this Agreement shall be construed to impair the rights of the County to conduct all its business and all particulars except as expressly and specifically modified in this Agreement.

ARTICLE 4 - HOURS OF WORK AND OVERTIME

Section 4.1 Basic Workweek/Workday. The basic workweek schedule shall be forty (40) hours, Monday through Friday. The basic workday schedule will be eight (8) hours. Alternative schedules that differ from the basic workday/workweek schedule may be established when agreed to by the affected employee and the Director or designee using the Local 17 Alternative Work Schedule Request Form. Special programs or unusual circumstances may necessitate work on other days; in such instances, the workweek shall be five (5) days out of a seven (7) day period, provided that the County shall notify employees at least one (1) week prior to changing their workweek schedule. Nothing in this article shall prevent the Health Director from changing work schedules, on a temporary basis, in the event of a bona fide public health emergency as determined by the Director.

Section 4.1.1 Work in Pt. Roberts. Employees who are required by the County to
cross the border to Pt. Roberts to perform work will cooperate with their supervisor to adjust their schedule within the week to avoid the payment of overtime. Both parties recognize there may be circumstances where overtime work is unavoidable.

**Section 4.2 Part Time Schedules.** Full-time employees may choose to work a 0.9 or .95 FTE schedule. In the administration of this section, employees choosing to change their FTE as permitted must notify the Director no later than July 1 effective the following January.

**Section 4.3 Breaks.** Breaks include two (2) paid fifteen (15) minute rest breaks and a thirty (30) to sixty (60) minute lunch period on the employee’s own time. The lunch period is to begin no earlier than two (2) hours and no later than five (5) hours after the start of the shift or as otherwise required/permitted by law. Employees not “required” to work by their supervisor without a rest or lunch break are deemed to have been “allowed to take a lunch or rest break. Rest and lunch breaks may be intermittent. Lunch and rest breaks may not be accumulated or not taken in order to shorten the workday or workweek.

**Section 4.4 Overtime.** All overtime must be approved in advance by the employee’s supervisor. All work performed in excess of the scheduled workday or workweek, shall be compensated at time-and-one-half (1½) the regular straight time hourly rate of pay. Payment for such hours worked shall be in wages or in equivalent compensatory time, in accordance with Section 4.13 below. An employee may request to waive their contractual right to overtime as outlined in this section to accommodate a Flex Time agreement in accordance with section 4.6 (Flex Time). An employee may be required to waive their contractual right to overtime to accommodate a temporary adjustment to their Alternative Schedule in accordance with section 4.9.2 (Temporary Changes).

**Section 4.4.1 Overtime for Part-Time Employees.** Part-time employees shall be paid at the overtime rate for all hours worked in excess of eight (8) hours per day or their scheduled work day, whichever is greater unless that right is waived per section 4.6 (Flex Time) or 4.9.2 (Temporary Changes).

**Section 4.5 Meetings/Training.** Employees assigned by management to attend meetings or training on behalf of the County outside the employee’s regular schedule shall be paid at the appropriate overtime rate or may request compensatory time according to section 4.13. Employees may request to flex their time in lieu of overtime according to section 4.6 Flex Time. When the mandated training or meeting is in another city, same day travel time outside of the employee’s regular commute time, shall be compensated as hours worked for both a passenger in a vehicle and the vehicle driver. When mandated meetings or training involves overnight travel the travel time for the driver shall be compensated as hours worked. A passenger in a vehicle attending overnight meetings or training shall not be compensated for travel time outside of their scheduled work day. Overtime shall not be approved for non-mandatory meetings or training.

**Section 4.6 Flex Time.** Upon employee request for a change of workday or workweek schedule and by mutual agreement between the employee and the Director or designee, an employee may "flex" their schedule to accommodate periodic personal employee matters, health care provider appointments, temporary schedule adjustments, attendance at meetings
or training or to perform work on behalf of the County. Such agreements shall provide for no reduction in service to the public and must not increase the County’s compensation costs for overtime, out-of-classification pay, holidays, etc.

Section 4.7 Weekend Food Service Inspections. The County may establish a regular part-time position for weekend temporary food service inspections only, which shall be exempt from overtime provisions of Article 4 unless the employee’s work hours exceed 40 hours in a scheduled workweek.

Section 4.8 Pyramiding of Overtime. The hour requirements referred to above shall in no manner constitute a guarantee, nor shall there be any pyramiding of overtime.

Section 4.9 Alternative Schedules. An Alternative Schedule may be established by written mutual agreement between the Director or designee and an employee with the concurrence of the Executive or his or her designee. Absent such an agreement, section 4.1 shall apply. An employee may fill out an Alternative Work Schedule Request Form which, when approved by the Director or designee, establishes the employee’s schedule. Prior to the establishment of an Alternative Schedule, the following criteria must be met:

- Alternative Schedules shall not be established that require an FLSA exempt employee to work more than eighty (80) hours in a pay period.

- Alternative Schedules shall not be established that require an FLSA overtime eligible employee to work more than forty (40) hours in a workweek.

- Alternative Schedules shall not impede service to the public nor increase costs to the department as determined by the Director.

Section 4.9.1 Rescinding of Agreement. The Director or designee may rescind an Alternative Schedule agreement on an individual or program basis for bona-fide business reasons. The Director shall provide the Union with ten (10) days notice of any impending rescission and shall afford up to an additional ten (10) days of opportunity for discussion and consideration of any concern of the Union.

Section 4.9.2 Temporary Changes. The Director or designee may temporarily adjust Alternative Schedules, including coming off Alternative Schedules or changing a scheduled day off, from time to time to meet service and coverage needs, as determined by the Director, without the payment of overtime, so long as, an FLSA exempt employee shall not be required to work more than eighty (80) hours in a pay period without the payment of overtime and an FLSA overtime eligible employee shall not be required to work more than forty (40) hours in their workweek without the payment of overtime.

Section 4.10 Emergency Call-Backs. Emergency call-backs will be compensated at a minimum of two (2) hours to be compensated at time and one-half (1½). When an employee is recalled to work from vacation, the employee shall be guaranteed a minimum of four (4) hours at time and one half (1 ½) and no deduction will be made from the employee’s vacation balance for a day when the employee is recalled.
Section 4.10.1 Telephonic Response. Employees authorized by their department head or designee to telephonically respond to emergencies, and who do respond between the hours of 9:00 p.m. and 6:00 a.m. shall receive one (1) hour minimum pay per incident at the rate of time and one half (1½).

Section 4.11 Reporting Pay. An employee who reports for work at the time scheduled by the County shall be entitled to pay for the full scheduled workday, even if the County is unable to provide work on the day they report. This reporting pay guarantee does not apply if the County notifies the employee prior to the start of his or her regularly scheduled shift not to report for work through any reasonable communication, such as electronically, voicemail, email, radio or television announcements, or in person.

Section 4.12 Absence Due to Adverse Weather. Absence from work due to an employee’s inability to report for scheduled work because of severe inclement weather, conditions caused by severe inclement weather or other unusual emergency conditions shall be charged to one of the following in sequential order, unless the employee wishes to designate a specific alternative option:

a. Compensatory time,
b. Any accrued vacation leave,
c. Personal Holiday,
d. Leave without pay.
An employee has the option of taking leave without pay, instead of having the lost time charged against accruals, provided the departmental payroll clerk is notified before the payroll cutoff date.

Section 4.12.1 Tardiness Due to Adverse Weather. Tardiness due to inability to report to work because of severe inclement weather, conditions caused by severe inclement weather, or other unusual emergency, will be allowed up to one (1) hour at the beginning of the work day. Tardiness in excess of one (1) hour, shall be charged as provided above.

Section 4.13 Compensatory Time. Compensatory time may be substituted for payment of one and one-half (1½) times the regular hourly pay rate for overtime work, by mutual agreement between the employee and the County, under the following conditions:

a. Accrual. The County may grant the request, but shall not impose compensatory time upon any employee who has not requested it. The County shall grant employee requests for compensatory time in lieu of overtime up to an accrual of twenty-four (24) hours per calendar year and such additional amounts per mutual agreement of the County but in no event shall compensatory time exceed eighty (80) accrued hours. Compensatory time is accrued at the rate of one and one-half (1½) hours for each hour of overtime worked.

b. Usage. An employee will be allowed to use the compensatory time within a reasonable period of time mutually acceptable to the employee and supervisor, so long as such
use does not unduly disrupt the operations of the County.

c. Cashout. By mutual agreement between the employee and County, the employee may cash out accrued compensatory time at the end of each calendar year. The payment shall be calculated on the basis of the employee’s regular hourly rate at the time payment is received. Upon termination of employment, an employee shall be paid for unused accrued compensatory time at the employee’s current regular hourly rate.

ARTICLE 5 - HOLIDAYS

Section 5.1 Eligibility Criteria. All benefit eligible full-time and part-time employees (.5 FTE or above) are eligible for holiday pay when a recognized holiday falls in a month where an employee is regularly scheduled to work. To receive holiday pay, an employee must have been in paid status or on an approved unpaid voluntary furlough the entire scheduled workday before and after the holiday. “Paid status” is defined as payment of wages for work performed, vacation or accrued sick leave, or other paid leave including income for industrial injury not to exceed twelve (12) calendar months.

Section 5.1.1 Employees Working Less Than 1.0 FTE. Part-time employees are eligible for holiday pay on a pro-rated basis in relation to their currently assigned, budgeted full-time equivalency (FTE).

Section 5.2 Holiday Schedule. The following days shall be considered as holidays with pay under the terms of this Agreement:

New Year's Day  Veteran's Day
Martin Luther King Day  Thanksgiving Day
President's Day  The day after Thanksgiving Day
Memorial Day  The day before Christmas Day
Independence Day  Christmas Day
Labor Day  Personal Holiday

Section 5.2.1 Holiday Timing. If a holiday falls on a Saturday, it shall be observed the preceding Friday; if it falls on a Sunday, it shall be observed the following Monday.

Section 5.3 Holiday Pay. Employees who are assigned to a standard eight (8)-hour workday and forty (40)-hour workweek will receive eight (8) hours of holiday pay.

Section 5.3.1 Working a Holiday. If an employee works on a holiday, he or she shall receive one and one-half (1½) times the regular rate of pay for all hours actually worked.

Section 5.4 Personal Holiday. Each employee shall receive one (1) personal holiday on January 1 each calendar year which may be taken by the employee when the schedule is approved by the County. The personal holiday must be taken during the calendar year awarded and cannot be cashed out upon separation.
Section 5.4.1 Personal Holiday for New Hires. New hires must have been on the County’s payroll three (3) calendar months of 80 compensated hours prior to utilizing the personal holiday.

Section 5.4.2 Employees Working <1.0 FTE. The personal holiday for employees working less than an assigned eight (8) hour schedule shall be prorated based on their currently assigned, but no more than their budgeted full-time equivalency on January 1 of the calendar year.

ARTICLE 6 - VACATIONS

Section 6.1 Eligibility. All full-time and part-time employees regularly scheduled to work at least eighty (80) hours per month are eligible to accrue vacation, provided employees must receive compensation each month. The term compensation as used herein is defined to be payment of wages for work performed, vacation, accrued sick leave, or other paid leave; provided that said work, vacation and/or other paid leave must equal or exceed payment for eighty (80) hours in a calendar month. Income resulting from an industrial injury to a maximum of twelve (12) months from the date of the injury shall be credited as compensation.

Section 6.1.1 New Employees. New employees may use accrued vacation following completion of their initial probationary period.

Section 6.2 Accrual. Eligible employees shall accrue vacation on a calendar month basis. The amount of vacation earned for each calendar month shall be determined by the number of years of continuous service completed by the employee immediately prior to the commencement of the calendar month in accordance with the following chart:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Hours of Vacation</th>
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</thead>
<tbody>
<tr>
<td>0-1 years</td>
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<tr>
<td>2 years</td>
<td>7.34 hours</td>
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<td>5-7 years</td>
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<td>8-9 years</td>
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<td>10 years</td>
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<td>11 years</td>
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<td>13 years</td>
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<tr>
<td>14 years</td>
<td>16.00 hours</td>
</tr>
<tr>
<td>15 years</td>
<td>16.67 hours</td>
</tr>
</tbody>
</table>

Section 6.2.1 Employees Working Less Than 1.0 FTE. Part-time employees are eligible to accrue paid vacation on a pro-rated basis in relation to their currently assigned, but no more than their budgeted full-time equivalency (FTE).

Section 6.2.2 Maximum Accrual. Employees may accrue and carry forward a maximum of two hundred and forty (240) hours vacation on December 31 of any year. Unused vacation in excess of two hundred and forty (240) hours on December 31 shall be forfeited except when an employee whose timely vacation request is denied due to the County’s needs.
shall be allowed to carry over vacation in excess of the two hundred and forty (240) hours maximum for up to twelve (12) months.

Section 6.3 Scheduling. The County reserves the right to restrict the number of employees on vacation at any one time to maintain operational efficiency.

Section 6.3.1 Vacation Requests. Requests for leave shall be in writing and approved in advance in writing by the employee's supervisor. In the event of conflicts between employees' requests for leave, the employee first requesting leave shall prevail. Vacation may be taken with the County's approval.

Section 6.4 Vacation Pay. All vacation pay shall be based on the employee's regular rate of pay in effect during the time he or she takes a vacation. If a holiday recognized by the Agreement falls on a normal working day during which the employee is on vacation, the holiday shall not be counted against the employee's vacation account.

Section 6.5 Separation Cashout. An employee who voluntarily terminates or is terminated for cause shall be compensated for any vacation earned but not already taken. Employees who separate or are terminated before the end of their initial six months of service shall not receive accrued vacation pay.

Section 6.5.1 457 Contribution. An employee may elect to contribute cashout to a 457 plan if election is made at least two pay periods prior to termination.

ARTICLE 7 – SICK LEAVE

Section 7.1 Eligibility Criteria. To be eligible to accrue sick leave as provided herein, employees must receive compensation each month. The term compensation as used herein is defined to be payment of wages for work performed, vacation, accrued sick leave, or other paid leave; provided that said work, vacation and/or other paid leave must equal or exceed payment for eighty (80) hours in a calendar month. Income resulting from an industrial injury to a maximum of twelve (12) months from the date of the injury shall be credited as compensation.

Section 7.2 Accrual Rate. Cumulative sick leave shall accrue to all full-time and part-time employees who are regularly scheduled to work at least eighty (80) hours per month and who have received compensation for at least three (3) calendar months of at least eighty (80) compensated hours, in the amount of eight (8) hours for each month of employment to a maximum of nine hundred and sixty (960) hours. Effective the first of the month following ratification, accruals will begin the first of the month following eighty (80) hours compensated in one (1) calendar month.

Section 7.2.1 Employees Working Less Than 1.0 FTE. Part-time employees accrue sick leave on a pro-rated basis in relation to their currently assigned, but no more than their budgeted full-time equivalency.

Section 7.2.2 Accrual During Paid Leaves. Sick leave shall continue to accrue during paid leaves of absence as long as eligibility criteria is met.
Section 7.2.3 Maximum Accrual & Additional Accrual. An employee who has accrued nine hundred and sixty (960) hours of sick leave on December 31 of any year, shall be allowed to accrue up to one thousand and fifty-six (1,056) hours of sick leave during the year immediately subsequent. These additional hours of accrual may not be cashed out. The employee’s total accrual reverts back to no more than nine hundred and sixty (960) hours at the end of the year.

Section 7.3 Sick Leave Usage. Accrued sick leave may be utilized during an employee’s illness, accident or injury, health care provider appointment, or when an employee whose exposure to contagious disease, as determined by the Health Officer, would jeopardize the health of fellow workers or the public. An employee may also use accrued sick leave in accordance with the family leave provisions of Article 9. The parties recognize it is in their mutual interest that sick leave benefits be used appropriately.

Section 7.3.1 Proof of Illness. The County reserves the right to require a doctor’s statement or other verification that the employee was ill while on sick leave or that the illness of the employee’s spouse, registered spousal equivalent, parent, parent-in-law, grandparent or child was sufficiently serious to require the employee to be in attendance.

Section 7.3.2 Sick Leave Sharing Program. The County agrees to allow a yearly donation of twenty-four (24) hours under the County’s Sick Leave Sharing Program.

Section 7.3.3 Return Rights From Leave of Absence. Employees on extended leave of absence because of illness or injury shall retain the right to return to their original position for a period of one (1) year from the last day for which they have received compensation. Any employee off due to illness or disability who returns to work will be credited for length of return time within the twelve (12) month limit if the employee must go back on disability for the same illness/injury. For example, an employee who is absent for two (2) months due to a back injury, and who then returns to work for one (1) month, followed by another extended absence due to the same back injury, would have eleven (11) months in which to return to his or her original position under this section of the Agreement. However, if the second extended absence was due to a different condition, such as a heart attack, the employee would have twelve (12) months in which to return.

Section 7.3.4 On-The-Job Injury. An employee may use sick leave to offset loss of wages when he or she is injured on the job and is collecting time loss compensation.

Section 7.3.5 Excess Sick Leave Contributions. Employees with at least 960 hours in their sick leave bank at the beginning and end of the calendar year (or at the beginning of a calendar year and upon termination in that same year) shall receive a Retirement Health Savings (RHS) contribution based upon additional hours accrued during that year. Hours accrued (to a maximum of 48) minus hours used, multiplied by 25%, multiplied by hourly rate at year-end, equals RHS contribution.

Section 7.4 Separation Cashout. An employee shall be entitled to cash upon termination in the amount of twenty-five percent (25%) of their sick leave bank at the time of
termination; provided, however, such employee has given at least thirty (30) days’ notice prior to termination; and provided further, that this section shall not apply to any employee terminated for cause.

Section 7.4.1 457 Contribution. An employee may elect to contribute cashout to a 457 plan if election is made at least two pay periods prior to termination.

ARTICLE 8 - BEREAVEMENT LEAVE

If an employee suffers a death in the immediate family, the employee shall be allowed not more than five (5) days (up to forty (40) hours) off without loss in pay for bereavement in the death of a spouse, registered spousal equivalent, child or parent (including step), of the employee or spouse. Employees must register their spousal equivalent with Administrative Services – Human Resources on the appropriate form before being able to utilize bereavement leave. An employee shall be allowed three (3) days off without loss of pay for other immediate family members. Other immediate family is defined to be: brothers, sisters, grandchildren or grandparents of either the employee or the employee’s spouse, including step. In the event of a funeral or other memorial occurring as a result of the death of a current, lawful brother or sister-in-law, the affected employee may have up to eight (8) hours of paid time off to attend the funeral or memorial if not covered as other immediate family.

For the purposes of bereavement leave only, a “day” is defined as the number of hours an employee is assigned to work for the requested days off. Employees working less than an assigned eight (8) hour schedule shall receive bereavement leave benefits based on their current assignment, but no more than their budgeted full-time equivalence. Upon the employee’s request the County shall allow up to two (2) additional days off for bereavement, to be taken at the employee’s option as personal holiday, vacation, compensatory time, or unpaid leave.

ARTICLE 9 - FAMILY LEAVE

9.1 Qualifying Leaves. Employees may receive leaves of absence for qualifying circumstances as specified in the Federal Family and Medical Leave Act (FMLA), the Washington Family Leave Law, the Washington Family Care Act, this collective bargaining agreement and other relevant statutes.

9.2 Family Care Leave. Regular and part-time employees who have accrued paid leave available and who have a dependent covered under the Family Care Act with a qualified health condition shall be eligible for Family Care Act leave. An eligible employee is entitled to use any or all of the employee’s choice of accrued sick leave or other accrued paid time off to care for a legal spouse, registered spousal equivalent (40-hour annual maximum), parent, parent-in-law, or grandparent of the employee who has a serious health condition or emergency condition, or to care for a child of the employee with a health condition that requires treatment or supervision if the child is either under eighteen years of age or older but incapable of self-care because of mental or physical disability. If the Family Care Act leave also qualifies for FMLA and/or the Washington Family Leave Law, they shall be counted concurrently. The duration of leave under the Family Care Act may continue as long as the employee has accrued paid time available and the family member has a qualified health condition.
9.2.1 Registration. Employees must register their spousal equivalent with Administrative Services – Human Resources on the appropriate form before being able to use accrued sick leave for a registered spousal equivalent.

9.3 FMLA. An FMLA-eligible employee may, upon meeting eligibility requirements, take up to twelve (12) work weeks of job-protected leave from work because of their own serious health condition; to care for a spouse, child or parent of the employee with a serious health condition; or to care for a newborn, newly adopted, or foster child. Employees are not required to use accrued vacation time or sick leave before commencing unpaid family leave. Once an employee has used a total of twelve (12) work weeks of FMLA (paid or unpaid), while employed by Whatcom County, all available accruals must be exhausted during any future FMLA leave before taking unpaid leave. Compensatory time use shall not be deducted from the FMLA leave entitlement. Unless the birth mother chooses to invoke FMLA, a birth mother’s period of temporary pregnancy-related disability shall not be deducted from the FMLA leave entitlement.

9.4 Additional Maternity Leave. Additional leave, without pay, may be granted up to a total of six (6) months at the discretion of and with prior approval of the County. Normally, no extension beyond six (6) months will be granted; however, under extraordinary circumstances, up to an additional six (6) months may be granted at the discretion of the County. If leave under this provision qualifies as leave under any federal or state statutes, the period of leave shall be counted concurrently.

9.5 Physician Certifications. The County may require physician certifications of the nature and duration of an employee’s absence from work. The County may also require recertifications, second opinions, periodic progress reports, certification of an employee’s ability to return to work, and/or an employee’s ability to continue the full performance of the employee’s duties.

9.6 Statutory Change. In the event any of the foregoing statutes should be amended or eliminated, either party can open this article for negotiations.

ARTICLE 10 - LEAVES OF ABSENCE

Section 10.1 Jury Duty & Civil Leave. Civil leave with pay shall be allowed to permit an employee to serve as a juror or to testify in any federal, state, or municipal court when a subpoena compels such testimony and such testimony is in connection with a matter in which Whatcom County is a party. Any employee must notify the immediate supervisor prior to taking civil leave and show proof of compulsion. When an employee receives any payment for serving as a juror or witness such payments must be paid to the County.

Section 10.2 Military Leave. Compensation, benefits and re-employment rights before, after, and during military leave shall be as outlined in state law, USERRA and County policy. Employees must immediately notify his or her supervisor and Human Resources upon notice or receipt of orders requiring an employee to be absent from their job. Annual military leave with pay will be for a period not exceeding fifteen (15) days per year, beginning October 1 and ending the following September 30, unless revised by law.
Section 10.3 Other Leaves of Absence. Any employee may be granted leave of absence without pay for a period of six (6) months at the discretion of and with prior written approval of the County. Under special circumstances, the period may be extended an additional six (6) months at the discretion of the County. No leave of absence shall be taken unless the Employee has first expended compensatory time, accumulated vacation leave, personal holiday and sick leave, if allowable; provided this prohibition may be waived upon application to, and at the discretion of, the County. If leave pursuant to this provision would also qualify as leave under any federal or state statute, including the Federal Family and Medical Leave Act or any applicable Washington state statutes, the period of leave will apply toward the employee's entitlement to leave under any applicable statute.

Section 10.4 Seniority and Benefits Coverage. Upon return from any authorized leave of absence with pay, an employee shall be entitled to the former position or a similar position, and there shall be no reduction in seniority, status, or pay. Seniority shall not be credited for leaves of absence without pay. An employee during a leave of absence may continue medical, dental, or life insurance benefits provided such employee makes satisfactory arrangement for payment of such premiums.

Section 10.5 Professional Training. The County reserves the right to determine the type and amount of professional training the employees shall receive with pay; provided that at least four (4) days per employee per year with pay will be provided to allow employees to attend such professional work-related conferences and training programs.

Section 10.6 Educational Leave. Any employee may be granted an unpaid leave of absence for up to one (1) year for educational purposes not leading to a master's degree, or up to two (2) years for programs leading to a master's degree. All educational leave will be granted only at the discretion of and with prior written approval of the County. The further education sought must be related to the profession of the employee and provide skills that can be utilized by the County. Two (2) months prior to the termination of leave, the employee must confirm in writing to the County the intention to return to work. The employee is entitled to return to her/his former or equivalent position. Seniority shall not accrue during the unpaid leave.

Section 10.7 Examination Leave. Employees will be allowed to take the examination for Environmental Health Specialist II and Environmental Health Technician II on work time, subject to prior notice and approval of their supervisor.

Section 10.8 Failure to Return From Leave. Failure to return from an authorized leave of absence may be grounds for discipline up to and including discharge.

ARTICLE 11 - COMPENSATION AND RATES OF PAY

Section 11.1 Salary Schedules. All bargaining unit employees shall be classified pursuant to Addendum A and paid pursuant to Addendum B, which are made a part of this Agreement by reference. Effective the first full pay period in January 2016, each wage step of the 2015 salary matrix will increase by 5%.
Section 11.2 Longevity. Starting with the employees' seventh (7th) year of employment, employees who are at .5 FTE or above, shall receive longevity pay - five-dollars ($5) per month (thirty-five ($35) for each year of service) in addition to his or her regular pay. Thereafter on each anniversary of each year they shall receive five dollars ($5) per month for each year of service to a maximum of twenty-five (25) years - one hundred twenty-five dollars ($125) per month. Payment shall commence on the first day of the month following the employee's anniversary date. Effective the first full pay period in January 2009, longevity will be eliminated as a separate compensation item and will be added to the base wage where it shall be increased automatically as future wage increases occur. The Parties agree for comparability purposes, this collective bargaining agreement provides such longevity as an element of wages.

Section 11.3 Premium. Licensed social workers who maintain current licensure by the State of Washington will receive premium pay of twenty-nine cents (29¢) per hour, effective on the first day of the next payroll period following the date of licensure. Effective the first pay period 2008 matrix rates are implemented in the payroll computer system, Licensed Social Worker premium will be eliminated as a separate compensation item and will be added to the base wage for range 46A where it shall be increased automatically, as future wage increases occur.

Section 11.4 Probationary Period. Employees shall be on probation during their first six (6) months of employment, provided; however, any unpaid absences will extend the probationary period by the total number of days absent from County facilities for any non-County reason. Probationary periods can be extended for up to six (6) months with mutual agreement by the Union and the County provided the Union is notified at least ten (10) calendar days prior to the end of the probationary period.

Section 11.5 Step Increases. Step increases are awarded per Addendum B (based on an overall performance evaluation rating of "meets job requirements") on the first day of the month in which the employee's anniversary/step date falls.

Section 11.6 Electronic Contact. The parties agree that a public health emergent situation may be identified by the Director, or designee, as requiring a bargaining unit member with specific expertise, which is otherwise not readily available, to remain in electronic contact with the Department. During such periods, assigned employees shall receive eight dollars and seventy cents ($8.70) per day. When employees respond in person, they will be compensated per Article 4.10 Emergency Callbacks. When employees respond telephonically, they shall receive one (1) hour minimum pay per incident at the rate of time and one-half (1½) at any time they respond outside normal work hours. To the extent reasonable and practical, employees shall respond electronically as opposed to in person.

ARTICLE 12 – NO STRIKE – NO LOCKOUT

There shall be no work stoppage, slowdown, picketing, boycott, sympathy strike, refusal to cross a picket line, or lockout concerning matters covered by the Agreement for its duration. Any action of the County in closing operations during a riot or civil commotion, for the protection of the property, shall not be deemed a lockout. Notwithstanding the foregoing, it shall not be
considered grounds for discipline or discharge for employees to observe a lawful picket line except when the Health Director has directed a member of the bargaining unit to cross the picket line to perform duties immediately and directly necessary for the protection of the public health.

**ARTICLE 13 – CLASSIFICATIONS**

**Section 13.1 Job Assignments.** The County shall assign the work of employees. The County at its discretion may shift employees within a job classification to operate more efficiently, to fill a vacancy, for training purposes, for better fit, or for any other business needs.

**Section 13.1.1 Written Notice of Interest.** Bargaining unit members may provide written notice to their manager of their interest in a specific area of assignment within their classification. Such requests will be kept on file by the Manager for two years and considered when a vacancy occurs within an employee’s current classification.

**Section 13.2 Out-of-Class Pay.** When an employee works in a higher classification for five (5) or more working days, such employee shall be paid at the higher rate of pay.

**Section 13.2a Training.** Section 13.1 shall not apply to employees being trained for one (1) calendar month in a higher classification. During such training, employees shall not be paid above their regular rate of pay.

**Section 13.3 Temporary Assignments.** An employee may be temporarily assigned the duties of a lower classification without suffering a reduction in pay.

**Section 13.4 Pay Ranges.** The County shall place employees in a pay range that is consistent with their duties, responsibilities and job content. Disputes regarding proper pay range placement shall be subject to negotiations.

**Section 13.4.1 Classifications.** Any changes, additions or deletions of classifications shall be subject to negotiations.

**ARTICLE 14 - HIRING AND PROMOTIONS**

**Section 14.1 Job Posting.** When vacancies or new jobs occur in positions covered by this Agreement, the County shall post electronically or physically notice of said vacancy for six (6) working days. Job postings shall include job title, range, the date and time for closing, and the place to file application materials, and the supervisor’s title. It is understood that the County may shift employees within a job classification to fill vacancies without first posting the vacancy.

**Section 14.2 Openings.** Preference in filling bargaining unit vacancies and new positions created during the term of this Agreement, including supervisory positions, will be given to regular employees having the necessary qualifications, except as restricted by the Layoff and Recall Article of this Agreement.

**Section 14.2.1 Bargaining Unit Members Considered First.** Preference in hiring and promotion shall mean that qualified regular employees who apply for such position...
shall be considered first, and applications from outside the Health Department will be considered only if the County decides not to make a selection from the employee applicants.

Section 14.3 Promotion Criteria. Except for supervisory positions (which the County may fill in accordance with its sole judgment), promotions will be based on meeting of qualifications, job knowledge, past performance and seniority. Where qualifications, job knowledge and past performance of applicants for non-supervisory positions are relatively equal, seniority will apply. For purposes of this Section, "Supervisory Positions" are Environmental Health Supervisor and Nutrition Supervisor.

Section 14.4 Promotion and Reclassifications. In the event of a promotion or reclassification, an employee shall move to the closest step in the new wage range as itemized below. All promotions are subject to a four (4) calendar month evaluation period (six (6) calendar months for supervisory positions) during which time, if an employee is unsuccessful, they shall be returned to their former classification. If during the one (1) month following appointment, the employee elects to, they shall be returned to his or her original classification retaining all seniority rights. The top wage step is defined as the highest step in a given range which is comprised of an increase in the wage component (as opposed to an increase in just the longevity component) over the preceding step.

- If a 5% increase would place the employee below the top wage step in the new range, the employee is placed in the new range in the step providing at least a 5% increase. The reclassification or promotion date becomes the date from which to determine next step date.

- For employees currently below the top wage step, if a 5% increase would place the employee at or above the top wage step in the new range, the employee is placed in the top wage step. The reclassification or promotion date becomes the date from which to determine next step date.

- For employees currently at or above the top wage step, if a 5% increase would place the employee at or above the top wage step in the new range, the employee is placed in their new range at their current step and maintains their current next step date.

Section 14.4.1 EHS Promotions. Promotion to Environmental Health Specialist II is effective on the date the employee takes and passes the RS/REHS registration exam, as long as the employee meets the minimum qualifications of the position. Effective with the execution of this Agreement, the promotion date and future step increase date for employees who pass the RS/REHS examination, as long as the employee meets the minimum qualifications of the position, will be the first of the first pay period following official written notification to the County of the employee passing the examination.

Section 14.5 Position Realignment. The Union may petition the County for realignment of a position by August 15 of any year to be effective the following January. A position shall be realigned if it is at least three percent (3%) below the average of the top step of comparable positions. For the purposes of this section, Whatcom's top step for comparability purposes shall be the last step before the new longevity-only step. For the positions to be reviewed, there must be at least four (4) matches to comparable counties or health districts
(Benton, Cowlitz, Kitsap, Skagit, Thurston, Yakima). All comparable counties or health districts where matches exist must be used. If four (4) matches to comparable counties or health districts do not exist for the particular classification, then available comparables shall be used for guidance along with any additional comparability information the Union feels is reasonable and relevant. The County has the discretion to determine if a position is comparable but may not unreasonably deny a comparable. When realignment is justified in accordance with this provision, the position will be adjusted one range up and employees placed in the new range at their current step. The effective date of the realignment shall become the step increase date.

Section 14.6 Drivers Abstract. Employees who drive for County business shall comply with County Policy AD113001Z. Throughout employment the County may review an employee’s driver’s abstract.

Section 14.7 Background Checks. The County may review an employee’s background.

Section 14.8 Ability to Cross Border. Employees must maintain the ability to cross the Canadian border if they are assigned to a position which may at any time require crossing the Canadian border. In the event U.S. employees are required to provide documents crossing the border where the cost to the employee would exceed $50, the County and Union agree to meet and bargain the impact on employees.

ARTICLE 15 - EMPLOYMENT PRACTICES

Section 15.1 Non-Discrimination Clause. The County and the Union shall comply with all applicable federal, state, and local laws prohibiting discrimination in employment, except as provided in Article 2 - Union Security and applicable law as provided in RCW 41.56. Where the masculine or feminine gender is used in this Agreement, it is used solely for the purpose of illustration and shall not be construed to indicate the sex of any employee or job applicant.

Section 15.2 Discipline and Discharge. The County shall take no adverse action against any employee including discipline, discharge or suspension without just cause, provided that a probationary employee (as defined in Section 11.4) may be summarily discharged.

Section 15.3 Union Representative. The union representative shall have access to the office during business hours, providing he or she does not interfere or cause employees to neglect their work.

Section 15.4 Negotiating Committee. One (1) employee of the bargaining unit shall be allowed paid time off for contract negotiation purposes. If the negotiations continue beyond the employee’s regular workday, such employee shall not receive any pay beyond his or her regular work hours for participating in the negotiations. One (1) additional bargaining unit employee elected to serve on the negotiating committee will be released (without pay) from work to attend scheduled negotiating meetings. Upon request from the Union the County will provide a written statement of the dates and hours of release time and the employee’s regular
Section 15.5 Bulletin Board. The County shall provide bulletin board space for use by the Union in areas accessible to members of the bargaining unit.

Section 15.6 Access to Space. The County shall, according to County policy AD118005Z, make available to the Union, meeting space, rooms, etc., for the purpose of labor and management activities that are for “governmental purposes” and, where such activities would not interfere with the normal work of the County, provided that bargaining unit employees who attend such meetings shall be on their own time.

Section 15.7 Copies. The Union will provide copies of this Agreement and related materials to the County for distribution to new employees.

Section 15.8 Mileage Reimbursement. The County agrees to reimburse employees for mileage based on Internal Revenue Service guidelines for the use of their own vehicle while on official County business.

Section 15.9 Personnel Files. The employees covered by this Agreement may examine their personnel files.

Section 15.10 Discipline. Employees shall have the right to Union representation at any meeting regarding the discussion of possible disciplinary action affecting the employee. If the employee desires Union representation, said employee shall be provided reasonable time to arrange for Union representation. Prior to such meeting, the supervisor involved shall notify the employee of his or her right to such representation.

Section 15.11 Performance Evaluations. Any performance standards used to measure the performance of employees shall be fair, just and reasonable and uniformly applied throughout the Department.

Section 15.12 Electronic Funds Transfer. All regular employees shall authorize paycheck deposit by electronic funds transfer (EFT) within thirty (30) days of employment.

Section 15.12.1 Changes. Changes to a different institution or account require four (4) weeks notice and can be made no more than once per calendar quarter. The Executive or his or her designee may grant exceptions.

Section 15.12.2 Emergency Cessation. Employees may temporarily stop EFT in emergency situations with at least seven (7) calendar days notice before a scheduled payday. Employees must restart the EFT within three (3) months. The Executive or his or her designee may grant exceptions.

Section 15.12.3 Inability Waiver. Employees providing documentation of their inability to open a checking and/or savings account may have this requirement waived.

Section 15.13 Eligibility Quirks. If an employee fails to receive compensation in any
month for eighty (80) hours as required by Articles 5, 6, 7 and 23 of the Agreement, and the failure is due to a quirk in scheduling and through no fault of the employee, the individual nevertheless shall be considered eligible for all applicable benefits during the month in question.

**Section 15.14 Information Request Notice.** The County shall, as soon as reasonably possible, notify an employee of any public disclosure request demanding the release of an employee's personal information.

**ARTICLE 16 - LAYOFF AND RECALL**

**Section 16.1 Layoff.** The County and the Union agree that seniority (defined as length of continuous service in one of the four Groups listed below) shall govern in layoff and recall procedures. In the event of a layoff, the County shall identify the position in the Group which is to be cut. This Article shall not apply to any probationary employees (defined as those employees with less than six (6) months of service).

**Group I - Environmental Health**
1. Environmental Health Supervisor
2. Environmental Health Specialist III
3. Environmental Health Specialist I and II
4. Environmental Health Technician I and II

**Group II - Nutrition**
1. Nutrition Supervisor
2. Nutritionist
3. WIC Certifier

**Group III - Social Work**
1. Licensed Social Worker

**Group IV - Health Education**
1. Public Health Educator

[Position moved to Master CBA]

In the event an employee transfers from one Group or from another bargaining unit to one of these Groups, the employee will go to the bottom of the seniority list within the Group, regardless of the seniority they held in the former Group or bargaining unit. However, they will retain their sick leave bank and vacation and longevity will be calculated from the date of hire by the County.

**Section 16.2 Reduction of Hours.** The above procedure shall apply in cases of reduction of hours of any job as well as layoff.

**Section 16.3 Layoff Notice.** The County will make a good faith effort to provide thirty (30) days (but not less than fifteen (15) calendar days) written notice to employees initially selected for layoff due to reduction in force. The County agrees in the event of a layoff or
reduction of hours within the bargaining unit, the County will notify the Union to discuss the procedure to be utilized.

Section 16.4 Bumping Rights. If that employee is senior to another employee in the Group holding a position which is at the same or lower classification, and if the laid-off employee is qualified in the judgment of the Health Director to fill the position held by the junior employee, the senior employee may exercise seniority rights to "bump" the junior employee.

Employees bumping to a lower range will maintain at least their current rate of pay (but no higher than the top step of the position the employee bumps into). Employees bumping to a higher range will go to the step in the range which affords them a rate of pay at least equal to the amount they are receiving and no less than entry step. Provided, an employee who exercises seniority rights under Article 16.1, will be red-circled at their current wage rate through the end of the fiscal year.

Section 16.5 Loss of Seniority. An employee shall lose seniority under this agreement for the following reasons:

a. Voluntary termination.

b. Discharge for cause.

c. Failure to return to work if first offer of recall is refused.

d. Layoff for a period exceeding thirteen (13) months.

Section 16.6 Recall. No new employee shall be employed to perform work in the bargaining unit from which employees have been laid-off until all eligible laid-off employees possessing the minimum qualifications for said position have been offered re-employment. The order of recall shall be in the reverse order of lay-off.

Section 16.6.1 Recall Notice. An offer of re-employment shall be in writing and sent by registered or certified mail to the employee.

Section 16.6.2 Recall Rights. Employees recalled from layoff shall not forfeit previously accumulated seniority, or unpaid accrued sick leave. Vacation shall begin accruing at the same rate of accrual as at the time the layoff occurred.

ARTICLE 17 - ADVISORY COMMITTEE

The County and the Union agree to establish a Joint Advisory Committee consisting of up to three (3) unit representatives, including the Union representative, and up to three (3) representatives of the County, including a representative from Administrative Services – Human Resources. The purpose of this Committee is to discuss matters of concern to employees or the County. The Committee shall function in an advisory capacity rather than a decision-making capacity and shall be for the purpose of discussing matters of concern to employees or the County and issue resolution. When either party desires to call a meeting of the committee, they will inform the other party (including the Union representative and Human
Resources) in writing, at least one (1) week in advance, stating the subjects they wish to discuss. Discussions shall not be considered commitments on the part of either party unless confirmed as an agreement in writing and signed by the Union and the County.

ARTICLE 18 - RETIREMENT

All employees shall be covered by the Washington State Department of Retirement Systems in accordance with applicable law.

ARTICLE 19 - GRIEVANCE PROCEDURE

Section 19.1 Stipulations. Working days as used in this Article shall be defined as Monday through Friday, excluding paid holidays. Probationary employees shall not be entitled to utilize this Grievance Procedure for any disciplinary actions that are taken by the County. Grievances shall be heard on work time except that no overtime shall be paid for grievance meetings unless the County agrees.

The Union shall notify the County as to the identity of the Shop Steward. The Shop Steward shall be allowed to administer the terms of this Agreement and investigate grievances on work time where practical and feasible.

Throughout the procedures as set forth in this Article, grievances may be presented by employees, and/or Shop Stewards and/or Union representatives. Grievances of general concern to the bargaining unit may be initiated at Step 2 of this Article.

In the event of any dispute arising as to the interpretation or application of this Agreement, it shall be handled in the following manner:

Step 1 – Complaint. The employee and/or the shop steward must take up the complaint with his or her supervisor within ten (10) working days after the employee should have been reasonably aware of the alleged contract violation, or it shall be considered null and void. Every effort shall be made to settle the complaint at this level. If it is not resolved within five (5) working days after submission, the matter may proceed to Step 2.

Step 2 – Grievance. The employee, within the next ten (10) working days, shall reduce the grievance to writing and present it personally, or through his or her Union representative, to the Human Resources Manager or his or her designee. If not resolved at this level within the next twenty (20) working days, the Union may refer the dispute to final and binding arbitration as provided below.

Section 19.2 Arbitration Upon receipt by either the Union or the County of a written request for arbitration of a dispute which has been processed in accordance with the procedures set forth above, representatives of the County and the Union shall attempt to agree upon an arbitrator. In the event no agreement has been reached on the selection of an arbitrator within ten (10) working days from the receipt of the request for arbitration, the Federal Mediation and Conciliation Service shall be requested to submit a list of eleven (11) qualified arbitrators living in the Northwest from which list the arbitrator shall be selected by alternatively
striking one (1) name from the list until only one (1) name shall remain. A hearing shall be conducted by the arbitrator as soon thereafter as is practicable. The decision of the arbitrator shall be rendered within thirty (30) calendar days after the close of the hearing and such decision shall be final and binding upon all parties. Any decision rendered shall be within the scope of this Agreement and shall not add to or subtract from any of the terms of the Agreement. In all matters submitted to arbitration, each party to the arbitration shall bear the entire cost of its own witnesses and representatives. The cost of the arbitrator and all other mutually incurred expenses of the arbitration shall be borne equally by the parties.

Section 19.3 Time Limits. Time limits referred to in this Article must be strictly adhered to, but may be waived by mutual agreement in writing. It is the intent of the parties that all procedures set forth herein shall be complied with as expeditiously as practicable.

ARTICLE 20 - SUBORDINATION OF AGREEMENT

It is understood that the parties hereto and the employees of the County are governed by the provisions of applicable federal and state law. When any provisions thereof are in conflict with, or are different than the provisions of this Agreement, the provisions of said federal or state law are paramount and shall prevail.

ARTICLE 21 - SAVINGS CLAUSE

If any article of this Agreement or any addenda thereto is held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with, or enforcement of, any article is restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article.

ARTICLE 22 - CONTRACTING OUT

Section 22.1 Bargaining Unit Work. All bargaining unit work of the County shall be performed by bargaining unit employees except where it can be clearly demonstrated that the required expertise is not available, or when work required for special projects of limited duration cannot be performed without excessive overtime hours, or when the County does not own the equipment necessary to perform the work or such equipment owned by the County is not currently available. The County will not subcontract work normally performed by bargaining unit employees if, at the time the work is initially to be subcontracted, employees are on layoff who are entitled to recall to positions which normally perform such work or the subcontracting would result in the layoff of employees who normally perform such work.

.2 Contracting Out. Except in emergency situations, if the County proposes to contract out bargaining unit work as described above, the reasons for doing so shall be supplied to the Union with Section 22ample time for discussion of such decision.
ARTICLE 23 – GROUP INSURANCE

Section 23.1 Health & Welfare. The County agrees to make monthly contributions for employees, their spouses and dependents towards the following plans.

a) Medical – Whatcom County Self-Insured Cap Plan, or any successor plan
b) Dental – Washington Dental Service, or any successor plan
c) Vision – WCIF Standard Plan or any successor plan.

Section 23.1.1 Life. The County agrees to pay the entire employee only premium for life insurance through a carrier to be selected by the County Life insurance benefits for employees will be equivalent to one year’s base salary to a maximum of $50,000.

Section 23.1.2 Long-Term Disability. The County agrees to pay the entire employee premium for long-term disability insurance coverage for eligible bargaining unit employees through a carrier to be selected by the County comparable to the current level of benefit.

Section 23.1.3 Disputes. The County and the Union agree that any dispute over a denial of coverage under the medical plan provided in Article 23.1a may be appealed, through Human Resources to the County Executive for final resolution.

Section 23.2 Premium Payments.

a) Medical. For the Plan Years 2015 and 2016 the County shall fund a Cap Medical plan up to $1,089.50 per month for each eligible employee for medical coverage under the Cap 2000 Plan, the Contributory Cap Plan, or the Qualified High Deductible Health Plan (QHDHP). Employees will elect their next year’s plan choice during an open enrollment period in November.

b) Medical Schedule of Benefits. The schedule of benefits for the Cap Plans may require modification during the life of the agreement in order that coverage can be provided within the County’s contribution Cap amount. The parties agree that at any time the County may change the schedule of benefits in order to be legally compliant with applicable law or changes in plan administrator or administration. The parties agree the County is not required to enhance the Cap plan.

c) Dental, Vision, Life & LTD. The County agrees to pay the appropriate monthly premium amounts and such increases as required to maintain the dental, vision, life and LTD benefits listed above.

23.2.1 Contributory Cap Plan. For 2015 and 2016, employees may elect to buy-up to the Contributory Cap Plan via authorized monthly payroll deduction of $84.90.

a. 2016 Coverage. Should the County’s Benefit Consultant’s Renewal Projection for 2016 be more than $1,174.40 ($1,089.50 County contribution plus $84.90 employee contribution), modifications to the plan will be made per section 23.2 b) Medical Schedule of Benefits. Any amount required to fund the Contributory Cap Plan for 2016 above the County’s contribution of $1,089.50 per month will be paid by the employees through payroll deduction.
23.2.2 Cap 2000 Plan – Non-Qualified High Deductible. Employees may elect a non-qualified high deductible plan with no payroll deduction. This is the default medical plan.

a. Non-Qualified High Deductible The County anticipates the continuation of an employee Non-Qualified High Deductible option as would be constituted/revised following the application of section 23.2 b) (Medical Schedule of Benefits) with no payroll deductions.

23.2.3 Health Savings Account in conjunction with Cap Plan (QHDHP). Employees participating in the Qualified High Deductible Health Plan (QHDHP) may be enrolled in a Health Savings Account (HSA) if otherwise qualified to have such an account. The County will contribute one-time seed money for first time enrollees in 2015 or 2016 to a voluntary HSA, a total of $1,250 per employee if signing up as an employee only OR $2,500 per employee if also signing up to cover dependents. One-half (50%) of the annual HSA contribution amount will be funded in January and the balance will be contributed in eleven (11) equal monthly amounts for the remaining months of the year.

a. The County anticipates the continuation of an employee Qualified High Deductible option as would be constituted/revised following the application of Section 23.2 b) (Medical Schedule of Benefits) with no payroll deductions.

b. Part-time Employees. Health Savings Account contributions for part-time employees will be pro-rated based on currently assigned, but not more than their budgeted FTE.

c. New Hires. New hires that choose the CAP Plan (QHDHP) will be eligible to establish a HSA, if they are otherwise qualified to have such an account. The County will contribute to the HSA a total of up to $1,000 for employee only OR up to $2,000 for employee if signing up to cover dependents. One-half (50%) will be contributed the first paycheck they are eligible for medical benefits and enrolled in the HSA with either $45.45 (employee only) OR $90.91 (employee plus dependents) contributed by the County throughout the remaining months of the year.

Section 23.2.4 Employee HSA Contribution. Employees participating in the Health Savings Account are also eligible to contribute to their Whatcom County Health Savings Account (HSA) through payroll deduction.

Section 23.3 Eligibility Criteria. Contributions will begin the first of the month following eighty (80) compensated hours of employment in one (1) calendar month. The term compensation as used herein is defined to be payment of wages for work performed, vacation, accrued sick leave, or other paid leave; provided that said work, vacation and/or other paid leave must equal or exceed payment for eighty (80) hours in a calendar month. Income resulting from an industrial injury to a maximum of twelve (12) months from the date of the injury shall be credited as compensation.

Section 23.4 Flex 125. All members of the bargaining unit will be eligible to participate in the County’s Flexible Spending Account Plan (“Flex 125 Plan”).
Section 23.5 Medical Advisory Committee. In the event the schedule of benefits is to be modified as provided in 23.2 b), the County shall convene the Medical Advisory Committee. The union shall be given advance notice of such meeting and shall be afforded the opportunity to designate one of its members to attend and participate in the meeting. The Medical Advisory Committee shall not replace the parties’ RCW 41.56 obligations. The County intends (but does not guarantee data availability) to review medical utilization cost and medical benefits beginning in July of each year in preparation for Cap Plan choices for the following year.

Section 23.6 Retiree Medical Benefits. The County agrees to follow state law regarding retiree medical benefits.

Section 23.7 Retirement Health Savings Plan. The County agrees to make available to bargaining unit members a Retirement Health Savings Plan in accordance with and as allowed by IRS regulations.

ARTICLE 24 – INDEMNITY AND HOLD HARMLESS AGREEMENT

The County agrees to hold harmless employees for all damages, including attorney fees, which they may suffer as a result of lawsuits commenced against them arising out of their activities which are within the scope of their employment for Whatcom County. Should the employee’s actions be outside the scope of their employment, or the allegations contained in the complaint allege actions which, if proven, would be outside the scope of their employment; or be intentional torts, then the County will not pay that judgment. In addition, the employee will hire counsel. Whatcom County will compensate the employee in a timely manner for that counsel on a reservation of rights basis. This means, if the allegation contained in the complaint is proven then the County will not pay the judgment and the employee will be responsible for reimbursing the County for its attorney fees. However, should the allegation of intentional tort not be proven but merely negligence, then the County will pay the judgment and will not seek reimbursement for the attorney fees.

The Indemnity and Hold Harmless Agreement will be interpreted such that the only circumstances in which the County will not pay a judgment against an employee and the employee will be responsible for reimbursing the County for attorney’s fees paid pursuant to a reservation of rights is where it is actually found that the employee acted outside the scope of his or her employment or committed an intentional tort.

ARTICLE 25 – DURATION

This Agreement, including Letters of Understanding #1 and #2 shall be effective upon date of adoption except for those provisions of the Agreement which have been assigned other effective dates as herein set forth, and shall remain in full force and effect to and including the 31st day of December, 2016. Implementation of wage adjustments will be effective the first full pay period of January 2015. Negotiations shall begin at least ninety (90) days prior to expiration.
LETTER OF UNDERSTANDING #1
By and Between
WHATCOM COUNTY
and
INTERNATIONAL FEDERATION OF PROFESSIONAL
AND TECHNICAL ENGINEERS, LOCAL 17

This Letter of Understanding is by and between Whatcom County, hereafter called “the County” and International Federation of Professional and Technical Engineers, Local 17, hereafter called “the Union” and is to confirm the following agreements reached during the recent negotiations and attached to the IFPTS Local 17 Collective Bargaining Agreement.

1. **Drug Testing.** Upon request by the County during the term of the contract, the Union shall meet and enter into negotiations on an alcohol and drug free workplace policy, including drug testing.

2. **Part-Time Eligibility.** The new eligibility requirement of eighty (80) hours compensated in Articles 6 (Vacations), and 7 (Sick Leave) is not applicable to any part-time employee on the payroll as of September 13, 1994 (Susan Burke, Wendy Porter, Gail Bodenmiller-Banko, Elizabeth Pernotto, and Jacquelyn Russell-Stear). Such employees shall continue to receive prorated benefits based on their budgeted percentage of a full-time position and require seventy-five (75) hours compensated to meet eligibility requirements.

3. **Group Insurance Eligibility.** The new eligibility requirement of eighty (80) hours compensated in Article 23, Group Insurance is not applicable to any employee eligible for group insurance benefits on November 18, 1997 (Kelly Molaski, Tom Kunesh, Susan Burke, Wendy Porter, Gail Bodenmiller-Banko, Allison Williams, Elizabeth Pernotto, Jacquelyn Russell-Stear, and James Hayes.) Such employees shall require seventy-five (75) hours compensated to meet group insurance eligibility requirements.

4. **In Lieu of Retroactivity.** The parties agree that in lieu of retroactivity, each employee employed on the date of Council ratification shall be paid three percent (3.0%) of year-to-date gross earnings for all hours compensated in 2008 prior to implementation of rates contained in this Agreement. Employees eligible for additions to their current step (other than the across-the-board adjustment), movement to a newly added top step, or range adjustment shall be paid an additional one percent (1%) for a total of four percent (4.0%) of year-to-date gross earnings for all hours compensated in 2008 prior to implementation of rates contained in this Agreement. Employees eligible for the 4% payment are: Lee Phipps, Ed Halasz, James Hayes, Jackie Russell-Stear, Betsy Pernotto, Kelly Molaski, Gail Bodenmiller-Banko, Bill Angel, Maggie Kriger, Allison Williams, Wendy Porter, and Susan Burke.

5. **Longevity Transition.** For initial placement of employees on the 2009 salary matrix, it is agreed that no full-time employee shall receive compensation that would be less than had the longevity system been continued. In the event an employee should be identified as suffering a loss upon initial placement, the County and Union shall resolve the matter to avoid such event.
ADDENDUM A
TO THE AGREEMENT
by and between
WHATCOM COUNTY, WASHINGTON
and
PROFESSIONAL AND TECHNICAL
EMPLOYEES, LOCAL 17

Position Title Index

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### 2015 Monthly Matrix for Reference Purposes Only

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### Wages

Appendix B

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Local 17 CBA 7/17/15 - 12/31/16
### 2016 Monthly Matrix (for Reference Purposes Only)

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**Note:** The table contains hypothetical data for demonstration purposes only.
LOCAL 17 ALTERNATIVE WORK SCHEDULE REQUEST

Employee Name: __________________________ Position: __________________________

% Full-Time Equivalency (FTE): __________

____ FLSA Exempt ______ FLSA Non-Exempt (overtime eligible)

Please itemize below the schedule you would like to request. This schedule must be mutually agreed upon with your supervisor and have the approval of your supervisor, division manager and director or designee as well as the Executive.

Management's agreement to the below schedule is not a guarantee such schedule shall be continued (sections 4.9, 4.9.1 & 4.9.2 apply).

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<th>Estimated Time of lunch break (e.g. noon)</th>
<th>Length of Lunch Break (e.g. 1 hour)</th>
<th>Total # of Hours Worked per Day</th>
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<td></td>
<td>Total Per Week</td>
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Signature __________________________ Date ________________

Employee

Supervisor

Division Manager

Director or Designee

Human Resources

Executive's Office
LETTER OF UNDERSTANDING #2
JOB SHARE AGREEMENT
LOCAL 17 COLLECTIVE BARGAINING AGREEMENT

This Letter of Understanding regarding Job Share Agreements is by and between Whatcom County, hereafter called “the County” and the International Federation of Professional and Technical Engineers, Local 17, hereafter called “the Union” regarding and attached to the IFPTE Local 17 Collective Bargaining Agreement covering the period may 20, 2008 through December 31, 2012. The below Job Share Agreement form will become effective upon adoption.

The purpose of this Letter of Understanding is to confirm our understanding and agreement that two employees may request a job share arrangement. Job share agreements shall not increase personnel costs for the County nor shall they unduly increase administrative burdens for the department or the County. Should the County approve the request, it is understood the employees would be voluntarily electing to share a 1.0 FTE (40 hours per week) position and that the County will only pay for the equivalent of one set of Health & Welfare benefits (medical, dental, vision, and life) subject to the following conditions:

VOLUNTARY JOB SHARE AGREEMENT
This fully executed Agreement must be in place prior to commencement of Job Share

<table>
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<td>PARTICIPANT A:</td>
<td>PARTICIPANT B:</td>
</tr>
<tr>
<td>HOURS/MONTH:</td>
<td>HOURS/MONTH:</td>
</tr>
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</table>

Health & Welfare Benefits □ Yes □ No

Agreement.
- Participants acknowledge they have voluntarily elected to equally share a 1.0 FTE position and agree to the conditions outlined in this Agreement.

- Participants together perform the duties of a full-time position. Total hours worked for both will not exceed an average of 173.33 regular hours per month (1.0 budgeted FTE), unless additional hours are designated as extra help hours.

Health & Welfare Benefits.
- Participants are eligible to receive employee-only medical, life and long-term disability coverage as well as employee and family dental and vision benefits, provided they meet eligibility requirements. Should an employee desire family medical coverage, contributions shall be deducted from paychecks.
• Participants who initially opt out of health & welfare benefits for dependents may enroll at a later date if a COBRA qualifying event occurs or during the month of November if circumstances change, provided no adverse selection to the plan results. In these situations, the eligibility requirements of each benefit plan must be met before coverage becomes effective.

• The County will make contributions to the appropriate health & welfare plans on behalf of employees who are regularly scheduled to work and who are compensated for at least eighty (80) hours per month.

• Participants who have not previously been on health and welfare benefits must meet eligibility requirements in the IFPTE Local 17 Agreement to be eligible for health and welfare benefits coverage. Employees whose health and welfare benefits are being reinstated will be subject to the waiting periods specified in plan documents.

• Participants who were on the payroll on November 18, 1997 can maintain their seventy-five (75) hour benefit eligibility threshold in the IFPTE Local 17 Bargaining Agreement while in a job share arrangement. This threshold will apply for eligibility for health & welfare benefits, sick leave accruals, holidays, and vacation accruals.

**PARTICIPANT ELECTIONS**

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<tr>
<th>CHOICES</th>
<th>PARTICIPANT A (initial choice below)</th>
<th>PARTICIPANT B (initial choice below)</th>
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<tbody>
<tr>
<td>I elect medical coverage for my dependents and I will be obligated to pay via payroll deduction the amount established by the County for this coverage.</td>
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</tr>
<tr>
<td>I opt out of medical coverage for my dependents.</td>
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</tbody>
</table>

**Other Benefits.**

• Each participant will accrue and use vacation and sick leave based on their agreed upon 0.5 FTE position. Participants can use accrued vacation or sick leave only for days and hours they are regularly scheduled to work.

• Each participant will receive four hours of holiday pay for each holiday where they meet the eligibility criteria in the IFPTE Local 17 Agreement, and each participant will receive four hours of personal holiday each calendar year. During weeks when a holiday occurs, participants must work with their supervisor to assure the required number of hours will be worked and/or compensated that week.

• Any additional leave (bereavement, etc.) will be no more than one-half the time (in hours) allowed in the IFPTE Local 17 Agreement or state or federal law.
• Participants individually accrue and have full use of seniority rights allowed under the IFPTE Local 17 Agreement.

• To be eligible for leave under the federal Family Medical Leave Act (FMLA), 1250 hours of time must be actually worked during the twelve months prior to the requested leave. Participants understand by entering this Agreement, they are likely forfeiting rights to FMLA.

• Since the 1.0 FTE position is Washington State Department of Retirement Systems eligible, participants and the County will contribute to the retirement system.

Compensation.
• Participants will be paid the appropriate hourly rate for actual hours worked. They will be eligible for step increases based on their individual anniversary date in the position.

• After meeting eligibility requirements for longevity, participants will receive one-half the appropriate longevity amount. Effective the first full pay period in January, 2009, per section 11.2, this section will be eliminated.

Schedules and Breaks.
• Participants’ work schedules must be approved by, and may be changed by, their supervisor.

• The following Articles do NOT apply to participants:
  a. Article 4, section 4.1 pertaining to Work Schedules
  b. Article 4, section 4.3 pertaining to Lunch and Rest Breaks

• Participants are allowed one paid fifteen (15) minute rest break during each four-hour work period after no more than three hours of work, and during each day where they work five (5) or more hours, they are entitled to an unpaid lunch break of thirty (30) to sixty (60) minutes.

Absence or Vacancy.
Participants understand that if one participant leaves his or her job share position, a new job share agreement must be executed. Upon separation or movement of a job share participant, the County will first offer the 1.0 FTE position to the remaining incumbent. If the participant desires to continue in a job share arrangement and the department concurs, he or she understands that, during a period of absence or vacancy, the remaining participant may be required to work extra hours, up to 40 per week, in order to assure the work of the position is completed. No other terms or conditions of this Agreement will change. Each Job Share Agreement will require signatures of Participant A, Participant B, and the Department Head. The County or the Union may, at any time, cancel this agreement after thirty (30) days written notice.
For the term of this agreement, should the Union have a reasonable and demonstrable belief other employees in the County, represented or unrepresented, excluding binding interest arbitration groups, should achieve a settlement affording employees better wage improvements or medical benefits, the County shall afford the Union an opportunity to bargain regarding the difference between the settlements upon 30 days request to bargain by the Union.

This Agreement contains the entire understanding and agreement between the parties. Changes to this Agreement, whether by addition, deletion, amendment or modification, must be reduced to writing and executed by both the County and the Union.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 7th day of July, 2015

PROFESSIONAL AND TECHNICAL EMPLOYEES, LOCAL NO. 17

Denise Cobden
Local 17 Union Representative

James Hayes
Bargaining Unit Committee Member

Elizabeth Pernotto
Bargaining Unit Committee Member

Joseph L. McGee
Executive Director

APPROVED AS TO FORM:

Dan Gibson
Chief Deputy Prosecuting Attorney

WHATCOM COUNTY

Jack Louws
Whatcom County Executive

Local 17 CBA 7/7/15 – 12/31/16

Page 27 of 35
**TITLE OF DOCUMENT:**
Collective Bargaining Agreement between Whatcom County and Whatcom County Deputy Sheriff’s Guild Bargaining Unit

**ATTACHMENTS:**
July 7, 2015 through December 31, 2016 Collective Bargaining Agreement between Whatcom County and Whatcom County Deputy Sheriff’s Guild Bargaining Unit

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

Request approval of July 7, 2015 through December 31, 2016 Collective Bargaining Agreement between Whatcom County and Whatcom County Deputy Sheriff’s Guild Bargaining Unit

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<th>Agenda Date</th>
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**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.
# WHATCOM COUNTY CONTRACT
## INFORMATION SHEET

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</thead>
<tbody>
<tr>
<td>Contract Administrator:</td>
<td>Nan Kallunki</td>
</tr>
<tr>
<td>Contractor’s / Agency Name:</td>
<td>Collective Bargaining Agreement between Whatcom County and Whatcom County Deputy Sheriff’s Guild Bargaining Unit</td>
</tr>
</tbody>
</table>

Is this a New Contract?  If not, is this an Amendment or Renewal to an Existing Contract?  
Yes [X]  No [ ]  Yes [ ]  No [ ]  If yes, previous number(s):__________________________

Is this a grant agreement?  
Yes [ ]  No [X]  If yes, grantor agency contract number(s) __________________  CFDA # ________________

Is this contract grant funded?  
Yes [ ]  No [X]  If yes, associated Whatcom County grant contract number(s) __________________

Is this contract the result of a RFP or Bid process?  
Yes [ ]  No [X]  If yes, RFP and Bid number(s) __________________  Cost Center: ________________

Is this contract excluded from E-Verify?  No [ ]  Yes [X]  If no, include Attachment D Contractor Declaration Form  
If yes, indicate qualified exclusion(s) below:  
[ ] Contract less than $100,000.  [X] Professional services agreement for certified/licensed professional  
[ ] Work is for less than 120 days  [ ] Contract for Commercial off the shelf items (COTS)  
[ ] Interlocal Agreement (between Govt.)  [ ] Public Works Dept. - Local Agency/Federally Funded FHWA

| Contract Amount: (sum of orig contract amt and any prior amendments) | $__________________________ |
| This Amendment Amount: | $__________________________ |
| Total Amended Amount: | $__________________________ |

Scope of Services: [Insert language from contract (Exhibit A) or summarize; expand space as necessary]  
Collective Bargaining Agreement

Term of Contract:  July 7, 2015  Expiration Date:  December 31, 2016

Contract Routing Steps & Signoff: [sign or initial] [indicate date transmitted]  
2. Attorney reviewed Daniel L. Linton  Date 06/29/15 [electronic]  
3. AS Finance reviewed  Date [ ] [electronic]  
4. IT reviewed if IT related  Date [ ] [electronic]  
5. Corrections made  Date 06/29/15 [electronic]  hard copy printed  
6. Attorney signoff Daniel L. Linton  Date 06/29/15  
7. Contractor signed  Date  
8. Submitted to Exec Office [ ]  Date 6/30/15 [summary via electronic; hardcopies]  
9. Council approved (if necessary)  Date  
10. Executive signed  Date  
11. Contractor Original Returned to dept.  Date  
12. County Original to Council  Date  

Last Revised 1/19/12
MEMO TO:  Councilmembers Barbara Brenner, Rud Browne, Barry Buchanan, Pete Kremen, Ken Mann, Satpal Sidhu and Carl Weimer

CC: Jack Louws, County Executive

FROM: Nan Kallunki, HR Associate Manager

DATE: June 29, 2015

SUBJECT: Whatcom County Deputy Sheriff’s Guild Bargaining Unit 2015-2016

The County and Union bargaining teams met regularly throughout the latter part of 2014 and into 2015 to negotiate a successor agreement to the July 9, 2013 – December 31, 2014 collective bargaining agreement for employees represented by the Whatcom County Deputy Sheriff’s Guild. When bargaining stalled, the parties sought the help of a mediator and continued to work toward an agreement. On June 17, 2015, the County requested its proposal, while not supported by the Guild, be put before the membership. The proposal was ratified by Guild members on June 25, 2015.

The new collective bargaining agreement, which currently represents 65 Sheriff Deputies and 10 Sergeants, is effective July 7, 2015 through December 31, 2016.

The County negotiating team is pleased to have reached an agreement within budget authority consistent with the wage and medical benefit package provided for other bargaining unit employees.

Below is a summary of changes included in the new agreement:

<table>
<thead>
<tr>
<th>Contract Terms</th>
<th>Agreement</th>
</tr>
</thead>
<tbody>
<tr>
<td>DISCIPLINE/INTERNAL INVESTIGATIONS</td>
<td>Added new section to address procedures for use of force.</td>
</tr>
<tr>
<td></td>
<td>If an employee is involved in a situation resulting in the injury or</td>
</tr>
<tr>
<td></td>
<td>death of a person, the employee has 72 hours to make a written</td>
</tr>
<tr>
<td></td>
<td>statement. During that period, however, the employee</td>
</tr>
<tr>
<td>Contract Terms</td>
<td>Agreement</td>
</tr>
<tr>
<td>----------------------</td>
<td>-------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>can be ordered to</td>
<td>verbally provide a summary of the incident so help secure evidence, identify witnesses, apprehend suspects, etc.</td>
</tr>
<tr>
<td>WORK SCHEDULE</td>
<td>Added provision in Section 3.1 to allow alternate shift schedules upon mutual agreement to if it provides a staffing enhancement.</td>
</tr>
<tr>
<td>OVERTIME</td>
<td>Employees selected for overtime are rotated to give each an opportunity for overtime work. If an overtime opportunity is cancelled, the employee is rotated to the bottom, whether or not the overtime is actually worked.</td>
</tr>
<tr>
<td></td>
<td>Section 3.4.1 adds the provision that overtime hours scheduled more than 14 days in advance will not be counted until actually worked.</td>
</tr>
<tr>
<td>HEALTH AND WELFARE</td>
<td>County contribution for 2015 and 2016 medical premium capped at $1,089.50 per employee per month.</td>
</tr>
<tr>
<td></td>
<td>Employee contribution for 2015 and 2016 to buy up to the Contributory Plan is $84.90.</td>
</tr>
<tr>
<td></td>
<td>Housekeeping on references to 2013 and 2014 medical plan coverage.</td>
</tr>
<tr>
<td>WORK ASSIGNMENTS</td>
<td>Modified Section 13.7.3 to delete the provision that the work week must be adjusted to provide an average of 8 hours in a 40 hour week. This provision provides for more flexibility in scheduling work assignments.</td>
</tr>
<tr>
<td>GUILD ACTIVITY</td>
<td>Added provision in Section 16.5 that all email communication by Guild members must comply with applicable Department policy.</td>
</tr>
<tr>
<td>GENERAL CONDITIONS</td>
<td>Section 20.6 modified to clarify the use of assigned cell phones and gives the Sheriff sole discretion to establish a policy for use of cell phones.</td>
</tr>
<tr>
<td>WAGE</td>
<td>5% effective first full pay period in July.</td>
</tr>
<tr>
<td>NUMBER OF CURRENT UNIT MEMBERS</td>
<td>75</td>
</tr>
</tbody>
</table>
COLLECTIVE BARGAINING AGREEMENT

By and Between
WHATCOM COUNTY, WASHINGTON

AND

WHATCOM COUNTY DEPUTY SHERIFF’S GUILD
BARGAINING UNIT

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AGREEMENT  
By and Between  
WHATCOM COUNTY, WASHINGTON  
AND  
WHATCOM COUNTY DEPUTY SHERIFF’S GUILD  


THIS AGREEMENT, MADE AND ENTERED INTO on July 7, 2015, by and between Whatcom County, Washington, referred to as the County, and Whatcom County Deputy Sheriff’s Guild, hereinafter referred to as the Guild.

GENERAL PURPOSES

The County and the Guild do hereby reach agreement for the purpose of enhancing the employer-employee relationship and to promote service to the public and the general efficiency, morale and security in the Sheriff’s Office.

ARTICLE 1 - GUILD RECOGNITION AND SECURITY

1.1 Covered Employees. The County recognizes the Guild as the sole and exclusive representative for the purpose of collective bargaining for all full-time and regular part-time general authority peace officers (as defined in RCW 10.93.020) through the rank of sergeant of the Whatcom County Sheriff’s Office, excluding supervisors, confidential employees and all other employees.

1.2 Guild Dues. It shall be a condition of employment that all employees of the County covered by this Agreement who are members of the Guild in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement shall on the 31st day following the effective date of this Agreement become and remain members in good standing in the Guild. It shall also be a condition of employment that all employees covered by this Agreement hired on or after its effective date shall on the 31st day following the beginning of such employment, become and remain members in good standing in the Guild.

1.2.1 Religious Objection. PROVIDED THAT, if a public employee is a member of a church or religious body whose bona fide religious tenets or teaching forbid said employee to become a member of a labor Guild, such public employee shall pay an amount of money equivalent to the regular Guild dues and initiation fee of the Guild to a non-religious charity or to another charitable organization mutually agreed upon by the employee and the Guild. The employee shall furnish written proof to the Guild that such payment has been made. If the employee and the Guild do not reach an agreement on the non-religious charity to whom the Guild dues and initiation fees are to be paid, the Public Employment Relations Commission shall designate the charitable organization.
1.2.2 Fair Share. PROVIDED FURTHER THAT, if an employee for any other reason does not wish to be a member of the Guild, that employee shall proportionally and fairly share in the cost of the collective bargaining process. Therefore, the cost for such bargaining unit member shall be fixed proportionally at the amount of dues uniformly required of each member of the bargaining unit to defray the cost of services rendered in negotiating and administering this Agreement. Payment of a maintenance fee in this amount shall be in lieu of any other obligation under this section.

1.3 Non-Discrimination Clause. No employees shall be discharged, suspended or discriminated against for upholding Guild principles or engaging in protected Guild activity and any employee working under instruction of the Guild or who serves on a committee may do so without losing their position for such activity. There shall be no discrimination against any individual employee of the County or member of the labor organization with whom the County has a bona fide collective bargaining agreement with respect to the hire, tenure, compensation or other terms and conditions of employment because of Guild membership or as required by law.

1.4 New Hire Notification to Guild. The Guild shall be notified within seven (7) working days of new hires. Notification shall be in writing and shall include the employee’s name, address, date of hire, classification, assignment, step and grade.

1.5 Reserves and Volunteer Duties. Appropriately trained volunteer members of the Sheriff’s Office and/or reserves may be used to perform the following duties: perform patrol, investigation and law enforcement functions; transport persons arrested by employees; transport paperwork and/or equipment to employees in the field, the Sheriff’s Office or other locations; assist with community education and crime watch organizing efforts; use radar reader board; take initial reports of relatively minor matters not requiring the presence of an employee such as thefts under $1,000 where suspects are unknown; instances of malicious mischief not amounting to a felony where suspects are unknown; reports of suspicious activity where suspects are not present and where supervisory approval is first received; instances of worthless checks or documents where losses are under $1,000; and, handling matters of disabled or abandoned vehicles and similar type incidents not requiring the presence of a fully commissioned and trained employee.

1.5.1 Reserves on Duty. No more than two (2) reserves will be allowed to work without being under the immediate control of an employee at any given time. Those two reserves working without being under the immediate control of an employee will at all times work together as a team. All other reserves will work under the immediate control of employees at a ratio of one reserve to one employee. Reserves will wear an insignia on their uniform identifying them as a reserve.

1.5.2 Emergencies. In cases of emergency, members of other agencies and/or reserves may be utilized by the Sheriff under the mutual aid agreement or under the Police Powers Act until the situation is controlled. An emergency is defined as an
unplanned incident in which a strong possibility of harm to persons or property exists, requiring immediate response. Once the emergency is under control, members of the bargaining unit would be utilized as outlined above.

1.5.3 Bargaining Unit Security. The work by reserves and volunteers identified above is subject to the security of the bargaining unit. Specifically, reserves and volunteers may be utilized only to supplement and not supplant bargaining unit positions. In the event of any layoff in the bargaining unit, reserves may only be utilized on a one-to-one ratio with an employee until the displaced bargaining unit member is recalled or the position is refilled.

1.6 Definition of Employee. The term "employee," as used in this Agreement shall be defined as follows:

Employee: General Authority Peace Officers who have full powers of arrest and who are fully commissioned Deputy Sheriffs employed by the Whatcom County Sheriff's Office (not including reserve).

1.7 Collective Bargaining. All collective bargaining with respect to wages, hours and other working conditions of employment shall be conducted by authorized representatives of the Guild and the County. It is recognized between the parties that this Agreement covers the employees of the Sheriff's Office for wages, working hours, schedules, benefits, and general working conditions only.

1.8 Civil Service. Except where matters are covered by express provisions of this Agreement, bargaining unit employees are subject to the rules of the Whatcom County Civil Service Commission. Any alleged violations of contractual provisions also covered by Civil Service Rules may be adjusted either through the Civil Service appeals process or through the grievance procedure of this Agreement provided that the filing of a Civil Service appeal, either before or after the filing of a grievance, shall constitute an election of remedies and a waiver of the employee's right to further pursue the grievance or the Guild's right to request the County to arbitrate the grievance. Provided further that nothing in this section shall be construed as a waiver of any right the Guild may have to require the County to engage in collective bargaining on any mandatory subject of bargaining.

ARTICLE 2 – DISCIPLINE/INTERNAL INVESTIGATIONS

2.1 Just Cause. No employee will be disciplined or discharged except for just cause.

2.1.1 Probationary Employees. The provisions of this article shall not apply to newly hired employees serving a probationary period. Probationary employees may be disciplined or discharged without just cause and without any recourse under this Agreement.
2.2 **Types of Discipline.** Discipline is defined to include verbal reprimand, written reprimand, disciplinary transfers, suspension, demotion (loss of rank) and termination.

2.3 **Progressive Discipline.** Discipline shall be progressive in nature for similar or substantially similar violations. In some instances, based upon the nature of the offense, discipline need not be progressive. Discipline shall not be used for purposes of progressive discipline after the maximum period as set out in the chart below.

<table>
<thead>
<tr>
<th>Type of Discipline</th>
<th>Maximum Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>Verbal Reprimand (Recorded to the employee's file)</td>
<td>2 years and no reoccurrence of similar misconduct</td>
</tr>
<tr>
<td>Written Reprimand</td>
<td>3 years and no reoccurrence of similar misconduct</td>
</tr>
<tr>
<td>Suspension (5 days or under), Disciplinary Transfer</td>
<td>5 years and no reoccurrence of similar misconduct</td>
</tr>
<tr>
<td>Suspension (over 5 days) or Demotion</td>
<td>7 years and no reoccurrence of similar misconduct</td>
</tr>
</tbody>
</table>

2.3.1 **Records Removal.** Pursuant to the chart above, records of discipline removed from the employee's Sheriff's Office personnel file shall be maintained in the Office of Professional Standards and shall not be divulged or released except as required by law or upon authorization from the Prosecuting Attorney.

2.4 **Supervisor Notes.** Supervisor notes and log entries in and of themselves are not considered discipline.

2.5 **Counseling.** Counseling shall not be considered discipline.

2.6 **Performance Evaluations.** A performance evaluation shall not be considered discipline.

2.6.1 **Disputes.** An employee who receives a written performance evaluation with an overall rating below "meets job requirements" may file a grievance pursuant to the provisions of Article 22, Grievance Procedure, of this Agreement in the event such evaluation would reduce the employee's longevity/performance premium. Otherwise employees may write rebuttals or responses to their performance evaluations but may not grieve them.

2.7 **Investigative Procedures.** Employees whose conduct may be subject to discipline shall be afforded, at a minimum, the rights established by these procedures.
This section shall not apply to any routine, supervisory contact with an employee for the purpose of counseling, instruction, training or delivering a performance evaluation.

2.7.1 Due Process. Employees shall be afforded due process of law, which includes the right to be informed in writing (using Addendum C – Advice of Administrative Investigation) of the specifically alleged acts of misconduct and alleged policy violations within fifteen (15) calendar days from the date that a supervisor who is at a level outside the bargaining unit was made aware of the facts or circumstances that could lead to discipline of an employee. Employees shall be afforded the opportunity to respond to such charges.

2.7.2 Constitutional Rights or Privileges. When the investigation reveals the possibility of prosecution for a criminal offense, the employee charged with or suspected of committing a criminal act shall be afforded the same constitutional rights, privileges or guarantees enjoyed by any person. This section shall not deprive the County of the right to pursue the investigation administratively under section 2.7 (Investigative Procedures).

2.7.3 Interview. The interview of any employee during the course of an investigation that could lead to disciplinary action as defined in section 2.2 (Types of Discipline) shall be conducted under the following conditions.

2.7.3.1 Interview Advisement. Interviews for employees subject to investigation shall be at a reasonable hour, preferably at a time when the employee is on duty, or during the normal waking hours for the employee, with at least two (2) hours notice. Upon request, the employee will be granted a twenty-four (24) hour delay, unless the exigency of the investigation requires otherwise prior to the commencement of any interview pursuant to section 2.7 (Investigative Procedures). The employee shall be provided Notice using Addendum D (Advice of Administrative Interview) which includes the following:

You are about to be questioned as part of an administrative investigation being conducted by the Whatcom County Sheriff’s Office. You are hereby ordered to fully answer the questions that are put to you that relate to information you possess and/or your conduct and/or job performance, and to cooperate with this investigation. You are required to answer questions relating to the performance of your official duties or fitness for duties. Your failure to answer truthfully and cooperate with this investigation can be the subject of disciplinary action in and of itself, including dismissal. The statements you make or evidence gained as a result of this required cooperation may be used for administrative purposes but will not be used or introduced into evidence in a criminal proceeding.

2.7.3.2 Length of Interview. An interview session shall be for a reasonable period, taking into consideration the gravity and complexity of the issue being investigated.
2.7.3.3 **Conduct.** The employee being interviewed and the interviewer shall not be subjected to verbal abuse.

2.7.3.4 **No Inducements Allowed.** No promise of reward shall be made as an inducement to answer any questions.

2.7.3.5 **Recordings.** Employees shall be given reasonable notice that he/she will be interviewed as part of a Class I or Class II Administrative Investigation and they shall be informed whether or not the interview will be audio recorded. Audio recordings may be transcribed should either the County or Guild request such a transcription with the cost of the transcription borne by the requesting party. The subject or witness employee shall have the opportunity to review the transcript, if transcription is requested or, if not transcribed, listen to the recording of their interview by appointment with the Sheriff or designee. The audio recording shall be available for review by the Guild or subject/witness employee for a reasonable time after all issues of the investigation have been resolved. The recording of Administrative Interviews shall not be a matter of “due process” and is ministerial in nature with no penalty for an inadvertent failure of the audio recorder attributable to any party or loss of audio recordings or recordings that didn’t work, etc.

2.7.3.5.1 **Recording Permission Not Required.** The investigator does not need to obtain permission from an employee at the time of the interview to audio record and/or otherwise record the Class I or Class II interview but must advise the employee that the interview is being recorded. The County and the Guild agree that the Advice of Administrative Interview attached to this Agreement (Addendum D) shall be provided to the subject or witness employees in all Administrative Interviews.

2.7.3.5.2 **Class II Investigation Interviews.** Class II investigations are generally not audio recorded but will be audio recorded at the request of either party. In a Class II interview should one party object to the use of an audio recording then a transcript shall be made and be the only official record. Class II transcription expenses shall be at the expense of the requesting party.

2.7.3.5.3 **Recording Device.** There shall be only one audio recording device used at the interview and all audio recordings shall be the sole responsibility of the County.

2.7.3.5.4 **Non-employee Witnesses.** To the extent possible, the County will record non-employee witness interviews.

2.7.3.5.5 **Guild Representation.** Any employee is entitled to Guild representation in an interview at the employee’s request.

2.7.3.6 **Use of Force** – When an employee uses deadly force which results in the injury or death of a person, the employee shall not be required to
make a written statement for seventy-two (72) hours after the incident. During the seventy-two (72) hour period, the employee may be ordered to verbally report to a superior a brief summary of the incident for the purpose of securing evidence, identifying witnesses, apprehending suspects, or any other exigent circumstances. The affected employee may waive the seventy-two (72) hour requirement. The County shall provide the employee with a private location for communication with any person for whom a legal privilege exists.

2.7.4 Length of Investigation and Access to Investigatory File. Disciplinary investigations, including the review and approval of the investigative report(s) by the Sheriff, shall not exceed ninety (90) calendar days. The County shall endeavor to complete the investigation prior to the expiration of ninety (90) days, however, the County reserves the right to extend the investigation timeline in section 2.7.4.1 (Extension of Timeline).

Within the ninety (90) calendar day time frame:
1. Notification of investigation shall be made to the employee within fifteen (15) calendar days as outlined in section 2.7.1 (Due Process).
2. Upon the determination by the Sheriff that the investigation is satisfactorily complete, the employee will be notified in writing of:
   a. Any intent to impose discipline and discipline contemplated;
   b. If discipline is to be imposed, the date and time when a pre-disciplinary hearing will be held;
   c. The Sheriff reserves the right to modify the initial determination as to the extent of discipline contemplated after a pre-disciplinary hearing.

2.7.4.1 Extension of Timeline. The length of an investigation may be extended where reasonably necessary by notice to and mutual agreement of the Guild. The Guild may not unreasonably withhold their agreement to extend the investigatory timeline. A request for extension must include the reason for the request and a reasonable number of days which does not prohibit the County from a reasonable request for additional extensions. Request for extensions shall not apply to notification of the investigation (section 2.7.1 – Due Process).

2.7.4.2 Suspension of Timeline. If an employee is investigated for suspicion of committing a criminal act, the Sheriff may suspend the investigative timeline upon notification of the Guild of the criminal investigation. The investigatory timeline may be suspended until a determination is made by the prosecuting authority on the underlying allegations. If the employee is subjected to criminal prosecution, the investigative timeline may be suspended until adjudication of the allegations is completed. When the investigation is recommenced, the timeline shall start at the same point it was suspended.

2.7.5 Determination of Discipline. Any discipline to be taken as a result of the investigation shall be announced in writing within fifteen (15) calendar days after completion of the investigation. A copy of which will be served upon the Guild.
2.7.6 **Media Access.** Without their express consent, employees under investigation shall not be subjected to visits by the press or other news media, nor shall the home address or photograph of the employee be given to the press or other news media unless ordered by the Courts or required by law.

2.7.7 **Access to Investigatory File.** When an investigation is concluded by the Sheriff, and where discipline is contemplated by the Sheriff, the employee shall be afforded the opportunity to read the investigatory file, the conclusions reached, and any recommendations made, before official action is taken by the Sheriff. The Guild shall be afforded an opportunity to review and copy the file pursuant to section 16.5 (Access to Equipment). Upon notice to the Guild, the County may withhold from the employee information from, and the identity of, confidential informants and other witnesses which the County does not intend to rely; however such information shall be made available upon request of the Guild for review on the same basis as if a public record request would be satisfied at the conclusion of the investigation. If there is discipline issued, and the parties disagree as to the exculpatory nature of the evidence, it will be presented *in camera* through the grievance process to the Arbitrator.

2.8 **Personnel File.** Employee’s personnel file(s) shall be open for review by the employee provided that employees shall not have the right to review psychological evaluations, polygraph results, supervisor’s notes prepared for the purpose of preparing employee’s evaluations, medical records, pre-appointment interview forms or applicant background investigation documents. Employees shall be provided a copy of any material not excluded above that is placed in their personnel file at the time of submission. Employees must acknowledge receipt by signing for their copy. Employees may submit a written response, rebuttal or explanation to be included with any submission. All material, once submitted, remains a part of the permanent personnel file. The personnel file shall be considered the official record of an employee’s service. Employees shall be provided a copy of all material in their personnel file, upon request and except as noted above, shall have the right to attach statements in rebuttal or explanation.

2.9 **Advance Notice of Public Disclosure Request.** The County shall provide the employee at least seventy-two (72) hours (three business days) advance notice prior to releasing any personnel record information (including internal investigation files) to be provided through the Sheriff’s Office in response to a Public Disclosure request, discovery request, or subpoena duces tecum unless specifically mandated by law.
ARTICLE 3 - WORK SCHEDULE

3.1 Workweek. The workweek is defined as the seven-day period between 12:00 a.m. Sunday through 11:59 p.m. the following Saturday. Standardized shifts shall be established on a ten-hour basis. All time worked over the regular shift or over forty (40) hours in any one (1) workweek shall be paid for at the rate of time and one-half the regular rate of pay. The parties agree and recognize that unforeseen circumstances may create conditions that may render the ten-hour schedule not practical in terms of providing adequate protection for employees or the public. These circumstances may include, but are not limited to: lay-offs, emergencies, shortages of personnel, unusual occurrences, unanticipated changes in workloads, special events, changes in sick time use patterns, and similar events. In the event the Sheriff reasonably determines that it is not practical to safely or efficiently provide law enforcement services on the ten-hour work schedule, he may elect to revert to a 5-day/8-hour schedule as circumstances require. When the Sheriff identifies and articulates the benefit to enhance staffing, an alternate shift schedule may be implemented by mutual agreement upon thirty (30) days’ notice to employees.

3.1.1 Work Breaks. Employees are employed in activities that may preclude the observance of routine lunch and/or break periods. It is agreed that statutory lunch and break requirements shall be satisfied by employee observance of lunch and breaks as their duty assignments permit during any fully compensated work period.

3.1.2 Delineation of days limiting floating days off and changes to bid vacation. Prior to the commencement of vacation bidding each year, the parties shall meet and negotiate with Command Staff the days where special staffing needs may require the limiting of floating days off or changes to bid vacation during those times. The parties recognize that in addition to those delineated days, situations may arise that would also require a limitation of time off. In the event of such an occurrence, the parties agree to meet and negotiate with Command Staff possible remedies prior to denying time off.

3.2 Shift Bidding. The following procedure shall apply: During the first 10 days of September of each year a shift schedule shall be posted and bid by seniority for the following calendar year. A shift bid period shall be defined as being of two (2) months duration. Employees can bid any shift indefinitely, but can be temporarily assigned to another shift for cause. Rules regarding the bidding process will be established by mutual agreement between the County and the Guild. Pursuant to section 5.4 (Vacation Selection), the first vacation bid shall be at the same time. Employees shall be allowed twenty-four (24) hours to make their bid, provided no one shall be skipped unless they have been personally notified it is their turn to bid. Employees who know, or reasonably should know, that they will be absent when it is their turn to bid shall make a reasonable effort to make themselves available.
3.2.1 Scheduling of Probationary Employees. This section shall not apply to entry level probationary employees. Probationers will be assigned shifts by the administration and may not bid for shifts which occur before completion of their probation period. Probationary employees will be given fourteen (14) days notice of work schedule after completion of their FTO period. Probationary employees who are assigned to ride alone will not be assigned Friday – Saturday or Saturday - Sunday as their days off, except when necessary to maintain adequate staffing.

3.2.2 Shift Trades. Employees may request up to a total of two shift trade days in any calendar month. Requests shall not impede operational efficiencies and shall not be arbitrarily denied. Shift trades cannot cause an adverse impact with unreasonably extended work hours (more than 16 hours). Approval of the Operations Lieutenant may be obtained in special circumstances for the arrangement of more than two trades per calendar month. Shift Exchange Requests submitted in person at least ten (10) days in advance of the trade will be deemed approved unless denied within ten (10) days of the trade request. Trade requests must be approved by both affected shift supervisors and the Operations Lieutenant. A shift trade date must be listed at the time of request (no banking), and must be accomplished within twelve (12) months. Failure to show up for a shift trade will result in revocation of the privilege to exchange shifts for up to one year and the time is required to be made up as staffing dictates. Probationary employees are not allowed to exchange shifts except with prior approval of the Operations Lieutenant.

3.3 Call Back to Duty. Employees who are ordered back to duty or for court appearance shall be compensated as outlined in the following sections of this Article:

3.3.1 Between Shifts. Employees shall be guaranteed three (3) hours pay at the overtime rate of time and one-half. If work extends beyond three (3) hours, the employee will be paid the actual hours on duty at the overtime rate of time and one-half.

3.3.2 On Regular Days Off. Employees shall be guaranteed four (4) hours pay at the overtime rate of time and one-half. If work extends beyond four (4) hours, the employee will be paid the actual hours on duty at the overtime rate of time and one-half. Regular days off are defined as the time between the last on-duty hour following completion of an employee’s shift schedule until the first on-duty hour starting the employee’s next shift schedule.

3.3.3 During Vacation. Employees shall be guaranteed eight (8) hours at the overtime rate of time and one half plus their normal salary (20 hours of straight time). The employee shall also receive a return of the vacation day. Vacation is defined as the time between the end of the last on-duty hour of the shift scheduled prior to commencement of the vacation and the first on-duty hour starting the employee’s next scheduled shift following the vacation.
3.3.3.1 Stipulations. In order to be paid for a call back to duty during vacation, at the rate outlined in section 3.3.3 (During Vacation), including call backs in response to a subpoena, the call back must have been authorized in advance by the Sheriff, the Undersheriff, or the Chief Deputy. The vacation must be at least five work days in length, and have been scheduled at least thirty (30) days in advance of the subpoena date. The employee must have made a good faith attempt to notify the staff within three (3) days from his or her knowledge of the service of the subpoena. If notice is not given, no call back premium shall be paid.

3.3.3.2 Eight Hour vs. Ten Hour Day. The reference to “eight (8) hours” in section 3.3.3 (During Vacation) shall be construed to mean “one full day” as defined by the employee’s current work schedule. For an employee assigned to work four days, ten hours per day as an assigned shift, it means ten (10) hours. The reference to “at least five (5) work days in length” shall be construed to be “at least four (4) work days in length” for employees working four days, ten hours per day as an assigned shift.

3.3.3.3 Out-of-Pocket Expenses. In the event an employee’s vacation is canceled or modified because they are required to return to work and as a consequence the employee suffers a loss such as nonrefundable deposits or cancellation fees or travel costs, the employee shall be made whole for any such loss.

3.3.4 Court Case Cancellation Notice. If an employee’s case still is scheduled at 5 p.m. the previous day, and canceled thereafter, the employee shall be paid the appropriate call-out rate.

3.3.5 Telephone Contact. Employees who are authorized to perform work when being reached by telephone during their off-duty time, shall be guaranteed a minimum of one-half hour at the overtime rate or actual time worked if over one-half hour. Employees who receive premium pay and are contacted in regards to their specialty are deemed to be compensated via the premium for reasonable initial consultation.

3.3.5.1 De minimis. For purposes of this section, the term, “perform work” shall mean any work-related telephone call that exceeds 7.5 minutes in duration.

3.3.5.2 Quiet Time. The parties recognize that quiet time is important and accordingly agree that all calls received during such hours, regardless of duration, are subject to section 3.3.5 (Telephone Contact). Each schedule shall have an associated quiet time. Recognizing there are various “standardized shifts,” for purposes of illustration, the below chart demonstrates the principle where all time shall be considered “performing work” when the employee receives a phone call during the agreed quiet time or receives a call during a scheduled day off which is non-contiguous with their scheduled shift. The parties agree work hours other than described will follow the same principle.
<table>
<thead>
<tr>
<th>Assigned Shift</th>
<th>Work Hours during the Shift</th>
<th>Quiet Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Days</td>
<td>0600 – 1600</td>
<td>8 pm to 5 am</td>
</tr>
<tr>
<td>Swing</td>
<td>1400 – 2400</td>
<td>Midnight to 9 am</td>
</tr>
<tr>
<td>Graveyard</td>
<td>2000 – 0600</td>
<td>7 am to 3 pm</td>
</tr>
</tbody>
</table>

3.4 Overtime. Overtime will be distributed as equally as possible among available employees. All such overtime will be authorized and assigned through the Sheriff’s Office and the employee will be paid his normal overtime rate. The Sheriff’s Office will maintain a system of recording overtime worked by all members of the bargaining unit with a current posting on the bulletin board accessible to the employees.

3.4.1 Overtime Chart. The Sheriff’s Office will select employees on the basis of seniority, provided that employees will be rotated so as to give each employee an equal opportunity for overtime work. It is understood between the parties that an employee may select normal duty overtime and/or extra outside employment overtime; however, the total of the combined overtime hours of both categories will be used in equalizing overtime distribution. Rules and/or methods of creating the overtime chart, updating hours worked, method of rotation, etc. shall be by mutual agreement of the parties (including those methods described in section 3.4.1.1 (Method of Selection) below. Overtime hours scheduled more than 14 calendar days in advance shall not be counted until actually worked.

3.4.1.1 Method of Selection. When an opportunity for overtime occurs, the supervisor tasked with assigning the overtime, will send out an email on the County email program to all members indicated on the chart listed in section 3.4.1 (Overtime Chart), listing the details for the overtime and a cutoff time for receiving responses. After the cutoff, the assigning supervisor shall use the method described in section 3.4.1 (Overtime Chart) to select the employee from the interested emails. As much notice as is reasonably possible will be given taking into consideration illness, minimum staffing and last minute requests. The assigning supervisor shall endeavor to contact employees on the chart by phone or in person, prior to arbitrarily assigning an employee the overtime.

3.4.1.1.1 Selection Exclusions. Nothing in this Agreement limits any right of the Sheriff or designee to assign overtime directly to, or call out employees related to a specialty assignment, major crime or emergencies.

3.4.2 Extended Periods of Overtime. Employees required to work overtime (includes special duty) for an extended period shall be entitled to a minimum of eight (8) hours time off before returning to duty.

3.4.3 Mandatory Meetings. Mandatory meetings called by the Sheriff for all employees shall be considered on-duty time. Overtime shall be paid to those entitled to it.
3.5 Compensatory Time. Employees earning overtime may elect to accrue such time to a compensatory time bank in lieu of overtime pay. The compensatory time bank shall be capped at eighty (80) regular-time hours. The Sheriff shall pre-approve the days on which compensatory time will be taken, upon consideration of staffing needs. Compensatory time requests shall be submitted seven (7) calendar days before the date requested for use. Any denial shall be returned to the employee with an explanation for the denial within five (5) calendar days of receipt. Compensatory time not scheduled is subject to being cashed out upon request of the employee. The employee may make such a request once each year. The Employer may cash out all unscheduled compensatory time, as accrued on November 30 of each year, and such payment shall be made by December 31. Employees shall be paid their accrued compensatory time upon termination or resignation and shall use or cash out all accrued compensatory time before taking retirement.

3.6 Training Days. Every effort will be made to schedule training at least thirty (30) or more days in advance. Scheduled training, which is posted thirty (30) or more days before it occurs shall be considered the employee's assigned shift for that day. If such scheduled training is cancelled within thirty (30) days of occurring and no other training is substituted, the employee has the option, with the approval of affected supervisors, of either working the scheduled training hours for that day or moving back to his or her regular shift.

ARTICLE 4 - PAID HOLIDAYS

4.1 Recognized Holidays. The following shall be recognized holidays:

New Year's Day
Martin Luther King Day
President's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
The day before Christmas
Christmas Day
Personal Holiday

4.1.1 Scheduling the Personal Holiday. Each employee shall receive one (1) Personal Holiday each calendar year which may be taken by the employee after the employee has notified his or her supervisor two (2) weeks in advance of the requested day off. The Sheriff's Office shall provide a response to the request no later than five (5) business days from the date of request. The Personal Holiday must be taken during the year and cannot be cashed out upon separation. No employee shall be eligible to receive the Personal Holiday until after completion of three (3) months of employment. A Personal Holiday request may only be denied when it conflicts with Sheriff's Office minimum staffing requirements. Personal Holiday requests will not be unreasonably denied.

4.2 Eligibility Criteria. Employees shall be entitled to accrue such paid holidays as set out in section 4.3 (Holiday Accrual) in a month for which the employee
receives compensation. Compensation is defined as payment of wages for work performed, vacation or accrued sick leave, other paid leave, or income for industrial injury not to exceed twelve (12) months from the date of injury; provided that said work, vacation, other paid leave and/or industrial injury income must equal or exceed payment for eighty (80) hours in a calendar month.

4.2.1 Eligibility for Employees on Payroll on 6/15/94. Employees on the payroll on June 15, 1994, will remain subject to the eligibility requirement of 50 compensated hours.

4.2.2 Employees Working <1.0 FTE. Employees working less than an assigned eight hour schedule shall receive holiday pay based on their average work assignment.

4.3 Holiday Accrual. All employees accrue in lieu of holidays, 7.34 hours per eligible month up to 88 hours (11 days @ 8 hours). These days shall be bid per section 5.4.1.1 (Holiday Accrual Bidding).

4.4 Pay on Designated Holidays Employees whose shift begins on Thanksgiving, the day after Thanksgiving, President’s Day, Veteran’s Day, the day before Christmas or Christmas day (the actual holiday, not the County-observed holiday) will be paid at the overtime rate of time and one-half for that shift.

ARTICLE 5 - VACATION SCHEDULE

5.1 Vacation Accrual.

5.1.1 Vacation Accrual Rate. Eligible employees shall accrue vacation on a calendar month basis. The amount of vacation earned for each calendar month shall be determined by the number of years of continuous service completed by the employee immediately prior to the commencement of the calendar month in accordance with the following chart:

<table>
<thead>
<tr>
<th>During the following years of service</th>
<th>Hours of vacation accrued per month</th>
<th>Hours of Holiday accrued per month</th>
<th>Total Monthly Accrual</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 – 1</td>
<td>6.67</td>
<td>7.34</td>
<td>14.01</td>
</tr>
<tr>
<td>2</td>
<td>7.34</td>
<td>7.34</td>
<td>14.68</td>
</tr>
<tr>
<td>3</td>
<td>8.00</td>
<td>7.34</td>
<td>15.34</td>
</tr>
<tr>
<td>4</td>
<td>10.00</td>
<td>7.34</td>
<td>17.34</td>
</tr>
<tr>
<td>5, 6, 7</td>
<td>11.34</td>
<td>7.34</td>
<td>18.68</td>
</tr>
<tr>
<td>8, 9</td>
<td>12.00</td>
<td>7.34</td>
<td>19.34</td>
</tr>
<tr>
<td>10</td>
<td>13.34</td>
<td>7.34</td>
<td>20.68</td>
</tr>
<tr>
<td>11</td>
<td>14.00</td>
<td>7.34</td>
<td>21.34</td>
</tr>
<tr>
<td>12</td>
<td>14.67</td>
<td>7.34</td>
<td>22.01</td>
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<tr>
<td>13</td>
<td>15.34</td>
<td>7.34</td>
<td>22.68</td>
</tr>
<tr>
<td>14</td>
<td>16.00</td>
<td>7.34</td>
<td>23.34</td>
</tr>
<tr>
<td>15</td>
<td>16.67</td>
<td>7.34</td>
<td>24.01</td>
</tr>
</tbody>
</table>
Vacation and holiday hours accrued in one year can be scheduled in accordance with section 5.4. (Vacation Schedule) the following year.

5.1.2 Accrual for Employees Hired Prior to 6/15/94. The monthly vacation accrual for employees hired prior to June 15, 1994, will be based on the years of service they would have been given credit for on January 1, 1994, had the annual vacation accrual schedule remained in effect. January 1 will be the anniversary date for future vacation accrual for employees hired prior to January 1, 1994. For employees hired on or after June 15, 1994, the employee’s anniversary date will be used for vacation accrual purposes.

5.1.3 LEOFF I Retirement: LEOFF I employees shall cease the accrual of their vacation benefits provided for under this Agreement upon entry into the LEOFF Retirement System.

5.2 Eligibility Criteria. To be eligible to accrue vacation as provided herein, employees must receive compensation each month. The term compensation as used herein is defined to be payment of wages for work performed, vacation, accrued sick leave, other paid leave, or income for industrial injury not to exceed twelve (12) months from the date of injury; provided that said work, vacation, paid leave and/or industrial injury income must equal or exceed payment for eighty (80) hours in a calendar month.

5.2.1 Eligibility for Employees on Payroll on 6/15/94. Employees on the payroll on June 15, 1994, will remain subject to the eligibility requirement of 50 compensated hours.

5.3 Termination Cashout. When an employee leaves employment with the County for any reason, such employee will be paid for any unused vacation accrued to the date of termination at the appropriate schedule (see section 5.1.1 – Vacation Accrual Rate) for the years of service completed. Employees who terminate within four (4) calendar months of their employment date shall not receive pro-rated vacation pay.

5.4 Vacation Selection. During the month of September of each year, in conjunction with shift bidding (section 3.2), a vacation chart shall be posted by the Sheriff’s Office for the following year. The vacation chart must be completed by December 31st.

5.4.1 Vacation Bidding. Employees shall bid for vacation periods and days in lieu of holidays as follows: each individual, in seniority order, shall select their first two weeks of vacation time in a minimum of one week and a maximum of two-week blocks which need not be scheduled consecutively. Following the first vacation selection a similar bid selection shall be held for individuals entitled to more than two weeks and a third and fourth bid, if necessary, for those entitled to more than four weeks shall be held. It is understood that the second and third bids shall not displace selections made during prior bidding periods. K-9, Forest Patrol, Resident, Traffic, and Task Force assignments will not be included in the employee bidding list.
5.4.1.1 Holiday Accrual Bidding. Holiday accrual hours (per section 4.3 – Holiday Accrual) shall be accrued, bid, and cashed out as vacation. Once accrued, these hours can be used as bid, with the exception of new hires who would need to comply with section 5.4.6 (New Hires) and obtain supervisory approval. Holiday hours accrued in one year must be scheduled in accordance with sections 5.1.1 (Vacation Accrual) and 5.4 (Vacation Selection). The Personal Holiday may be taken as outlined in section 4.1.1 (Scheduling the Personal Holiday).

5.4.2 Vacation Availability. No more than three (3) employees may bid for the same vacation period. Only one employee from each shift may be on vacation at the same time.

5.4.3 Expanded Availability. The Guild and the Sheriff may, at any time, increase the limit of section 5.4.2 (Vacation Availability) through mutual agreement. When it is anticipated that all vacation slots will be filled, four employees will be allowed to bid for the same vacation days and two employees from each shift will be allowed to be on vacation at the same time.

5.4.4 Floating Days. Employees will be allowed to not bid up to seven (7) of their vacation days (defined as hours assigned to work each day in the coming year) in lieu of holidays to be used the following calendar year as “floaters”, this is, up to seven (7) days may be kept (not bid) as days off to schedule later during the following calendar year subject to a first come, first served basis and availability of the time off determined by previously scheduled vacations and minimum staffing. The parties recognize there are days where special staffing needs will require that floating days off and days available for changes to a bid vacation may be limited or excluded. The parties will include the delineation of those possible dates in section 3.1.2 (Delineation of Days).

5.4.5 Annual Review. The Administration agrees to review operational requirements at least annually with a Guild-designated representative before commencement of vacation bidding to see if the number of persons allowed off on vacation at any one time as described in this section can be increased.

5.4.6 New Hires. New hires during their first calendar year of employment can utilize all hours that have been accrued in lieu of holiday time (as defined in section 4.3 – Holiday Accrual), subject to supervisory approval.

5.5 Vacation Earnings. Total vacation earnings to be scheduled include accrued vacation under Article 5, accrued hours in lieu of holidays pursuant to Article 4, and vacation bonus pursuant to Article 7.

5.6 Vacation Carryover. Employees shall be allowed to carry over up to two hundred and seventy (270) hours from one year to the next, which includes any hours defined in section 5.5 (Vacation Earnings), above.
5.7 Employees Working Part-Time. Employees working less than an eight-hour schedule shall accrue vacation benefits based on their average work assignment.

ARTICLE 6 - HEALTH & WELFARE

6.1 Eligibility Criteria. The County agrees to make contributions into the Plans, as outlined in the following Sections of this Article, on behalf of employees covered by this Agreement who are regularly scheduled to work and are compensated at least eighty (80) hours per month, with contributions to begin on the first of the month following eighty (80) compensated hours of employment in one (1) calendar month. The term compensation as used herein is defined to be payment of wages for work performed, vacation, accrued sick leave, other paid leave, or income resulting from industrial injury not to exceed twelve (12) months from the date of the injury; provided that said work, vacation, paid leave, and/or industrial injury income must equal or exceed payment for eighty (80) hours in a calendar month.

6.1.1 Eligibility for Employees on Payroll on 6/15/94. Employees on the payroll on June 15, 1994, will remain subject to the eligibility requirement of 50 compensated hours.

6.2 Health & Welfare. The County agrees to make monthly contributions for employees, their spouses and dependents towards the following plans.

   **Medical** – Whatcom County Self-Insured Cap Plan or such other arrangement as setout in this Article 6.


   **Vision** – Washington Counties Insurance Fund Extended Vision Care Plan

6.2.1 Life Insurance. The County shall provide life insurance benefits for employees equivalent to one year's base salary to a maximum of $50,000, through a carrier to be selected by the County.

6.2.2 Disability Plan. The County will pay a maximum of fifty dollars ($50) per month, on behalf of each LEOFF II employee enrolled in the "Enhanced Plan" provided through Trusteed Plans Service Corporation for coverage or through a carrier selected by the Guild upon no less than sixty (60) calendar days written notice to the County.

6.3 Change or Modification. The County and the Guild agree that carriers may be changed, or benefits modified upon mutual agreement and as provided herein.
6.4 LEOFF I.

6.4.1 Retirement. LEOFF I employees shall cease the accrual of their group insurance benefits provided for under this Agreement upon entry into the LEOFF retirement system.

6.5 Medical Coverage Dispute. The County and the Guild agree that any dispute over a denial of coverage under a Whatcom County Self-Insured Medical Plan may be appealed, through Human Resources to the County Executive. The step requirements under the grievance procedure are suspended during this appeal. The exclusive remedy shall be the grievance procedure for any disputes over a denial of coverage.

6.6 Medical Schedule of Benefits. The parties agree that the schedule of benefits for the previous year’s Cap Plans (High Deductible Plans) and any Alternate plan (if any) may require modification in order that the Cap Plans for the succeeding Plan Year, can be provided to employees and their families within the County’s contribution Cap amount established in section 6.7.1 (County Contribution). The parties agree that at any time the County may revise benefits to meet section 6.7.1 (County Contribution) limitations by following section 6.10 (Medical Advisory Committee); may update the summary plan description and schedule of benefits in order to be legally compliant with applicable law, to avoid unintended benefit reductions or enhancements consistent with industry standards (for example, limits on experimental procedures); administrator limitations, and may make changes in plan administrator or administration. The parties agree the County may, but shall not be required to, enhance the Cap Plans.

6.7 Medical Premiums.

6.7.1 County Contribution. Effective with 2015 and 2016 coverage, the County shall pay a contribution cap amount of up to $1,089.50 per month for each eligible employee to fund a medical Plan.

6.8 Dental, Vision and Life Insurance Premiums. The County agrees to pay the appropriate monthly premium amounts and such increases as required to maintain the dental, vision, and life benefits listed in section 6.2 (Health & Welfare).

6.9 Flex 125. All bargaining unit employees are eligible to enroll in the County’s Flexible Spending Account Plan (“Flex 125 Plan”).

6.10 Medical Advisory Committee. In the event the Cap Plan schedule of benefits is to be modified, the County shall convene the Medical Advisory Committee. The Guild shall be given advance notice of such meeting and shall be afforded an opportunity to designate one of its members to attend and participate in the meeting. The Medical Advisory Committee shall not replace the parties’ RCW 41.56 obligations.
6.11 Cap Plan Changes. In the event the Cap Plans (High Deductible Plans) schedule of benefits are to be changed as set out in section 6.6 (Medical Schedule of Benefits) and the Guild is not in agreement with the County’s contemplated revision of benefits, the Guild shall have seven (7) calendar days from the date it receives written notice of the consultant’s Renewal Projection and Recommendation of change to state its objections and suggest alternatives that would be acceptable to the Guild without exceeding the contribution Cap in section 6.7.1 (County Contribution) for 2016 Cap Plans. The parties shall promptly (within one (1) calendar week) meet to discuss the Guild’s suggested alternatives. The County shall decide upon and announce any benefit changes with the publication of a “Benefit Alert” at least thirty (30) calendar days prior to the change being effective. In the event the Guild has not agreed to such changes, the Guild may elect from any of the applicable options listed in section 6.12 (Guild Options).

6.11.1 Contributory Plan Changes. In the event the Contributory Plan schedule of benefits are to be changed the Guild shall have the same options as stated in section 6.11 (Cap Plan Changes) if they are not in agreement with the contemplated revision of benefits.

6.12 Guild Options. The following options are available to the Guild. The Cap Plans and any alternate offered OR the provisions of section 6.13 (Non-County Plan) shall apply to the entire Bargaining Unit. The Guild may choose during open enrollment:

6.12.1 Cap Plan – High Deductible

6.12.1.1 Cap Plan - Qualified High Deductible Plan. Employees electing to participate in the Cap – Qualified High Deductible Health Plan (QHDHP) for 2016 will receive one-time seed money in the amount of $1,250 for an individual OR $2,500 for an individual with dependents. One-half (50%) of the annual HSA contribution amount will be funded in January and the balance will be contributed in eleven (11) equal monthly amounts for the remaining months of the year.

6.12.1.1 New Hires. New hires that choose the Qualified High Deductible Plan (QHDHP) Cap Plan will be eligible to establish a HSA, if they are otherwise qualified to have such an account. The County will contribute to the HSA a total of up to $1,000 for employee only OR up to $2,000 for an employee plus dependents. One-half (50%) will be contributed into the HSA the first paycheck they are eligible for medical benefits and enrolled in the HSA with either $45.45 OR $90.91 for the remaining months of that calendar year.

Employees may elect a Non-Qualified High Deductible Plan with no payroll deduction. This is the default medical plan.
6.12.1.3 Alternate Contributory Cap Plan. For 2015 and 2016 employees may elect to buy-up to the Contributory Cap Plan via authorized monthly payroll deduction of $84.90.

6.13 Non-County Plan. No later than fifteen (15) days following the County’s “Benefit Alert” regarding the Cap plan changes, or in any successor year until a new agreement has been adopted, the Guild may give notice the Guild has elected alternative coverage through non-County provider(s). The Guild shall provide to the County instructions for the tendering of the composite Cap Plan actuarial contribution in an amount up to what the County has adopted as the composite contribution cap amount for the applicable Cap Plan Year. Movement to a non-County plan shall be at the first of a month, at least 60 calendar days after notice.

6.13.1 Notice. For purposes of this section 6.11 (Cap Plan Changes) notice shall be delivered by the Guild to the County Human Resources Manager.

6.13.2 County Obligations With a Non-County Plan. Should the Guild elect alternative non-County medical coverage as herein provided, the County shall continue coverage in the then constituted Cap Plan until such time as employees become covered by the alternative plan elected by the Guild. In no event shall the County be obligated to provide “double coverage” where the County would pay amounts to the Guild or a third party and simultaneously retain liability under the County Cap Plan for the payment of benefits. Commencing no less than the first of the month following the County’s receipt of the sixty (60) days written notice and the effective date of the Alternative non-County Plan:

- The County’s responsibility is limited to:
  - payment to the Guild, or Guild-designated party, the amount described in section 6.7.1 (County Contribution) for each eligible Guild Bargaining Unit member covered under this collective bargaining agreement, and
  - collection and transmittal of employee earnings via authorized payroll deduction to divert pursuant to section 6.9 (Flex 125).

- The County has no responsibility or liability for Guild Bargaining Unit employee’s claims or to pay benefits for claims incurred after the effective date of the non-County plan.

- Any refusal or action on the part of any non-County third-party plan selected by the Guild shall NOT be attributed to the County or constitute a breach of the collective bargaining agreement.

- With the exception of LEOFF I obligations, under no circumstances shall the County be responsible for paying any section 6.2 (Health & Welfare) medical benefits under this Article incurred by any bargaining unit employee or dependent.
6.14 Failure to Elect. In the event the Guild shall take no action as set out herein, the Guild shall be deemed to have elected and shall be covered by the Cap Plan (High Deductible Plans) as modified and adopted by the County for all successive plan years until a new agreement is adopted.

6.15 Retirement Health Savings Plan. The County agrees to make available to Guild members the County’s Retirement Health Savings Plan in accordance with and as allowed by IRS regulations. See section 7.1.2 (Excess Sick Leave Contributions).

ARTICLE 7 - SICK LEAVE ALLOWANCE

7.1 Sick Leave Usage. Sick leave shall include time off for the bona fide illness, accident or injury, dentist and doctor appointments of the employee. Use of sick leave for other than the purposes outlined in this Article may result in disciplinary action.

7.1.1 Family or Washington State Registered Domestic Partner. An employee may use sick leave to care for the child of the employee with a health condition that requires treatment or supervision or for the care of a spouse, Washington State registered domestic partner, parent, parent-in-law, or grandparent of the employee (as defined in WAC 296-130-020) who has a serious health condition or during a health emergency. Employees must register their domestic partner with the State of Washington before being able to utilize accrued sick leave.

7.1.2 Excess Sick Leave Contributions. Employees with at least 1440 hours in their sick leave bank at the beginning and end of the calendar year (or at the beginning of a calendar year and upon termination in that same year) receive a contribution into their County Health Savings Account (HSA), if they have one, or if they do not have an HSA, into a Retirement Health Savings (RHS) contribution based upon additional hours accrued during that year: Hours accrued (to a maximum of 48) minus hours used, multiplied by 25%, multiplied by hourly rate of pay at year-end, equals RHS contribution. Hours used in this calculation are no longer available to the employee.

7.2 Paternity Leave. In addition to any sick leave usage qualifying under section 7.1.1 (Family or Washington State Registered Domestic Partner), sick leave to a maximum of forty hours shall be available for use by a male employee at the time of delivery of his child.

7.3 Notification. It is the employee’s responsibility to notify Dispatch of their inability to work because of illness or injury prior to the beginning of the work day. In the event no sick leave notification is made within one (1) hour after the beginning of the work day, the Sheriff or designee shall consider and handle the employee’s absence as an absence without pay, unless the employee later satisfactorily substantiates that it was impossible to make or cause such notification. In the case of an illness which will result in a protracted absence, a letter from the doctor giving an anticipated return date will waive the daily notification requirement.
7.4 Sick Leave Accrual. Cumulative sick leave shall accrue to each employee covered by this Agreement who has completed three (3) months of employment of eighty (80) compensated hours per calendar month, in the amount of one (1) day (8 hours) for each month of employment to a maximum of one thousand, four hundred and forty (1,440) hours PROVIDED FURTHER that no more than nine-hundred and sixty (960) hours shall be used as a base for calculating a LEOFF II employee's sick leave cash out. In general, eight (8) hours of sick leave is accrued each month even if an employee has accrued the maximum sick leave permitted under a Guild contract. The employee's total accrual reverts back to no more than one thousand, four hundred and forty (1,440) hours at the end of the year.

7.4.1 Employees Working <1.0 FTE. Employees working less than an assigned eight-hour schedule shall accrue sick leave benefits based on their average work assignment.

7.4.2 LEOFF I Accruals. LEOFF I employees may accrue sick leave up to a maximum of nine hundred and sixty (960) hours.

7.5 Eligibility Criteria. To be eligible to accrue sick leave as provided herein, employees must receive compensation each month. The term compensation as used herein is defined to be payment of wages for work performed, vacation, accrued sick leave, other paid leave or income resulting from an industrial injury to a maximum of twelve (12) months from the date of injury; provided that said work, vacation, paid leave and or industrial injury income must equal or exceed payment for eighty (80) hours in a calendar month.

7.5.1 Eligibility for Employees on Payroll on 6/15/94. Employees on the payroll on June 15, 1994, will remain subject to the eligibility requirement of 50 compensated hours.

7.6 Bonus Days. An employee having accrued six-hundred (600) hours of sick leave on December 31 of any year shall receive an additional forty (40) hours of vacation to be used in the following calendar year.

7.7 Termination Cashout. An employee with three (3) or more years of employment with the County shall be entitled to cash upon termination in the amount of twenty-five percent (25%) of their sick leave bank up to a maximum of thirty (30) days (240 hours) at time of termination; PROVIDED, however, such employee has given at least thirty (30) days notice prior to termination; PROVIDED FURTHER, that this section shall not apply to any employee terminated for cause.

Any employee hired before November 18, 1985 shall be entitled to cash upon termination in the amount of fifty (50%) percent of their sick leave bank up to a maximum of sixty (60) days (480 hours) at the time of termination; PROVIDED, however, such employee has given at least thirty (30) days notice prior to termination;
and PROVIDED FURTHER, that this section shall not apply to any employee terminated for cause.

7.8 Proof of Illness. Upon request of the County, the employee will provide proof of illness. Such request shall be made only where the employer has good cause to request such medical verification. Any medical information obtained shall be maintained in compliance with the medical confidentiality requirements of state or federal law.

7.9 Accruals During Leaves or Layoff. Sick leave shall continue to accrue during periods of approved leave of absence with pay. If an employee is on layoff, sick leave shall not accrue during such layoff; however, upon return to work, the sick leave accrual remaining after cashout at the time of layoff shall be made available to the employee and additional days shall accrue from the first month the employee returns to work.

7.10 Accrual Deduction. An employee's sick leave accumulation shall be reduced by the number of hours absent from work for the reasons set forth in section 7.1 (Sick Leave Usage).

7.10.1 LEOFF Impacts. This clause shall apply where sick leave compensation has been granted pursuant to the LEOFF System as well as for sick leave accrued pursuant to this Agreement. Nothing in this Agreement shall be construed as abridging any right employees may have under the LEOFF System. LEOFF I employees shall cease the accrual of their sick leave benefits provided under this Agreement upon entry into the LEOFF Retirement System.

7.11 Workers' Compensation. Use of sick leave and Worker's Compensation time loss payments shall be as provided in RCW 41.04 and when combined shall not exceed 100% of the employee's wages.

7.12 Sick Leave Sharing. The County agrees to allow a yearly donation of twenty-four (24) hours under the County's Sick Leave Sharing Program.

ARTICLE 8 - FAMILY CARE

The County agrees to provide unpaid leave to any eligible employee covered by this Agreement, consistent with the Washington State Family Leave Act, RCW Chapter 49.78, the Federal Family and Medical Leave Act, and any other applicable state or federal law. Employees are not required to use accrued vacation time or compensatory time off before commencing unpaid family leave. An employee who has previously used twelve (12) weeks of unpaid FMLA will, for the following four (4) years, use all but forty (40) accrued hours of allowable compensatory, vacation, sick, and personal holiday time before beginning unpaid leave during any subsequent twelve-month FMLA period. Employees seeking family care leave must comply with physician certifications as required by law.
ARTICLE 9 - UNEMPLOYMENT COMPENSATION

The County agrees to provide unemployment compensation for any employee covered by this Agreement who may be laid off for any reason, consistent with the laws of the State of Washington and the rules and regulations of the Employment Security Department.

ARTICLE 10 - JURY DUTY

When a regular employee covered by this Agreement is called upon for jury service in any municipal, county, state or federal court, the employee shall advise the Sheriff or designee upon receipt of such call and if taken from work for such service, shall be reimbursed as provided herein for any loss in wages while performing such service; PROVIDED that there shall be deducted from the wages of such employee an amount equal to the amount such employee received for jury duty.

ARTICLE 11 - LEAVES

11.1 Bereavement Leave. If an employee suffers a death in the immediate family, the employee shall be allowed not more than five (5) days (not to exceed 40 hours) off without loss in pay for bereavement in the death of spouse, registered domestic partner, children, and parents, including step-parents and step-children of the employee and spouse or registered domestic partner. Employees must register their domestic partner with the State of Washington before being able to utilize bereavement leave. Three (3) days off for other immediate family members - defined to be brothers, sisters, grandchildren or grandparents of either the employee or the employee's spouse or registered domestic partner. In the event of a funeral or other memorial occurring as a result of the death of a current, lawful brother- or sister-in-law, the affected employee may have up to eight (8) hours of paid time off to attend the funeral or memorial if not covered as “other immediate family.” Employees desiring additional days off without pay or using accrued leave shall make a request through the Sheriff or designee for approval. Days off without pay exceeding five (5) days in a calendar year require the approval of the Executive. For the purposes of bereavement leave only, a “day” is defined as the number of hours an employee is assigned to work for the requested days off (not to exceed 40 hours).

11.2 Military Leave. Compensation and benefits during periods of military leave shall be as outlined in state law, USERRA and County policy. An employee taking military leave must give notice to his or her supervisor and Human Resources as far in advance as possible, pursuant to the law.

ARTICLE 12 - INITIATION FEE AND DUES CHECKOFF

12.1 Authorization for Deduction. For individuals who certify in writing that they authorize such deductions, Guild initiation fees and monthly dues shall be deducted from the employee's payroll and remitted to the Guild. Accompanying said monies shall be a list of employees and amounts to be credited to their account.
12.2 Hold Harmless. The Guild and each employee authorizing the assignment of wages for the payment of Guild dues hereby undertake to indemnify and hold the County harmless from all claims, demands, suits, or other forms of liability that may arise against the County for or on account of any deduction made from the wages of such employee.

ARTICLE 13 - WORK ASSIGNMENTS AND NON-WAGE REIMBURSEMENTS AND PAYMENTS

13.1 Fair Labor Standards Act (FLSA). The FLSA requires that premium pays be included in the "regular rate of pay," and used in calculating the overtime rate. Therefore all monthly premiums covered in this Article are part of the regular rate of pay, and added to the monthly salary before determining the hourly rate for overtime purposes. The Dive premium is added to the regular rate of pay for the week in which the dive occurred. All overtime worked in that week is paid at this higher rate.

13.2 Premiums. The following premiums shall be paid to employees assigned to Search & Rescue, Range Officer, Traffic Unit, Detectives, Explosives Expert, Residents, Arson Investigator, Field Training Officer, Polygraph Operator, Road Use, Crime Prevention Officer, Marine Patrol Program Coordinator, and Civil – 3% of top-step deputy wage per month; Dog Handler – 3.5% of top-step deputy wage per month.

13.2.1 Premiums Constitute Full Compensation for Off Duty Time. Special premiums include full compensation for all off duty time spent by an employee that relates to the special assignment. For example, the premiums include full compensation for time spent by Dog Handlers caring for county-owned dogs at their residence; time spent by motorcycle employees caring for and cleaning their motorcycles at their residence; time spent by an Explosives Expert reading related materials at his residence; time spent by a Search and Rescue Officer on a weekend Training program on his own volition and without direction or request from the County; and all job related off duty time spent by the Road Use employee.

13.3 Dives. Employees shall be paid fifty dollars ($50) for each authorized dive other than training dives. The County shall replace the air necessary for such dives.

13.4 Traffic Unit. Assignment to the Traffic Unit shall be for a four (4) year tour of duty. Provided, however, employees who have served on the Traffic Unit may re-qualify for selection through a single or series of two (2) year appointments.

13.5 Detectives. Assignment as a Detective (including Drug Task Force) shall be for a four (4) year tour of duty. Provided, however, employees who have served as detective may re-qualify for selection through a single or series of two (2) year appointments provided up to three (3) detectives may re-qualify beyond the eight (8) consecutive years. To be eligible for the position of Detective, an employee must have service as an employee for a period of five (5) years and will be selected from among a list of employees who have previously expressed in writing to the Sheriff their desire to
become a Detective, provided; however, the Sheriff may assign an employee with three (3) years of service upon finding that the employee is otherwise qualified for the assignment. Rules applicable to the selection of Detectives shall be established by mutual agreement between the Sheriff and the Guild.

13.6 Field Training Officer. Employees appointed as Field Training Officers must have at least three (3) years of Washington State Peace Officer experience and have completed probation prior to application and prior to assignment, successfully complete the state Field Training Officer program.

13.7 Resident Assignment. The Sheriff shall determine the geographic location for resident deputies, but shall bargain with the Guild regarding such assignment over wages, hours, and working conditions not already provided for in this Agreement.

13.7.1 Assignment. Assignment shall be for a two (2) year tour of duty provided that the term may be for a lesser period at the discretion of the Sheriff. When a vacancy occurs, the employee whose tour of duty is ending may request assignment for another tour before the position is opened to bid. If the Sheriff declines to reappoint, or if the employee makes no such request, the position will be opened for bid, with the senior employee bidding being given first consideration. In the event no bids are received, the Sheriff will assign the most junior employee who has completed his/her probation period on or before the effective date of the opening. Provided no employee shall be required to serve a second tour prior to employees who have not served. Employees who have served four consecutive years may request to remain in this assignment through a single or series of one-year renewals, at the discretion of the Sheriff.

13.7.2 Housing. The County will furnish adequate housing at a mutually agreed upon location with the Guild and shall pay the costs of utilities which shall include electricity, water, garbage and basic telephone service. It is understood between the parties that housing, when furnished, is not considered a part of wages. Employees must reside in County, contractor-provided, or other housing, that is acceptable to the Sheriff.

13.7.2.1 Housing Agreement. Employees living in County-owned or contractor-provided housing will sign and abide by a housing agreement mutually agreed to between the County and the Guild.

13.7.2.2 Basic Telephone Service. The County will provide residents with a telephone for basic service (local calls). The cost of the basic telephone service will be borne by the County. At the option of the employee, they may elect to use the County phone for local personal use. Employees agree to provide for their own personal long distance phone usage. The County has the option to provide either a “hard-wired phone” or a cellular phone for basic telephone service, whichever is preferred by the Sheriff.
13.7.3 Work Schedule. The work week and days off shall be established so as to provide maximum service to the area. The work week shall consist of forty (40) hours. On duty time need not be in a continuous block of time.

13.7.4 Court Appearance. It is understood between the parties that Residents are required, by the very nature of their assignments, to be available for duty at various hours and, therefore, because of the inconvenience placed upon such employee, it is agreed that on any day in which they are required to appear in court, such time shall be considered as on-duty time and they shall be compensated as outlined in section 3.3 (Call Back to Duty) above.

13.7.5 Other Overtime. If a resident employee is called out for a special assignment such as search and rescue, or riot duty, or works in excess of forty (40) hours in a work week, the overtime and compensatory time provisions of Article 3, when pertinent, shall apply provided that the compensatory time bank maximum for residents shall be two hundred and forty (240) hours.

13.7.6 Vacation Bidding. Residents are not included on the seniority list for uniform employees for the purpose of Section 5.4.1 (Vacation Bidding) bidding for vacations.

13.7.7 Moving Expenses. The cost of moving of approved household goods only, for residents (both to and from County-provided residences) will be borne by the County per the Guidelines provided by the Washington State Department of General Administration, Office of State Procurement.

13.8 Marine Patrol Program Coordinator. The Coordinator will complete program-related reports and documents, maintain boats and related equipment, develop operations plans and coordinate marine patrols, training, and assignments.

13.9 Crime Prevention Coordinator. Because of the nature of this job, which includes evening and weekend meetings, hours will be adjusted by the assigned employee within a work week so that there will not be more than 40 hours in any one work week, without prior approval of overtime. Should the Department require attendance at a meeting outside normal work hours and there is less than three (3) days notice, overtime will be paid for such hours. Overtime will not be paid for hours over eight (8) hours worked in a day if it is a result of the assigned employee flexing time. Flexing time will be defined as the employee scheduling to work more than eight (8) hours in one day which is off-set by working less than eight (8) hours another day, in order to accommodate meetings or other activities within the forty (40) hour week.

13.10 Clothing & Equipment Allowance. New employees shall be allowed one thousand, three hundred dollars ($1,300) as an initial clothing & equipment allowance. In addition, the Sheriff’s Office will issue a duty belt and the following to new employees: two handcuff cases, a magazine pouch, two sets of handcuffs, one aerosol
restraint case, four gun belt keepers, a duty weapon, and a holster. These issued items are the property of the Sheriff's Office and are to be returned upon the employee's separation, unless an employee elects to purchase any item provided above at the original purchase price.

13.10.1 Annual Allowance. After the first year of employment and annually thereafter, a clothing & equipment allowance in the amount of eleven hundred dollars ($1,100) shall be paid to all employees.

13.10.2 Use of Clothing & Equipment Allowance. The clothing & equipment allowance shall be used to purchase uniforms and clothing required by the Sheriff's Office including all equipment for the safety and performance of the employees, including equipment for hazardous duty, except as provided elsewhere in section 13.10 (Clothing & Equipment Allowance). Equipment purchased by deputies with this allowance shall be the deputy's property.

13.10.3 Special Clothing and Equipment. Upon authorization by the Sheriff of specialized clothing or equipment required by an employee in the performance of their assigned duties, such clothing or equipment shall be provided to employees by the County upon the processing of such payment authorization form provided by Finance and individually approved by the Sheriff. Such clothing or equipment shall remain the property of the County.

13.10.4 Payment of Clothing & Equipment Allowance. Clothing & equipment allowance when due, shall be included with regular monthly pay and per IRS regulations shall be subject to tax. Clothing & equipment allowance shall be paid the first pay period in February each calendar year.

13.10.5 Mandated Changes. Mandated changes in uniform and equipment by the Sheriff will coincide with the annual clothing & equipment allowance. If a mandated change is over the annual allowance, this section of the Agreement will be reopened for negotiations.

13.10.6 Clothing & Equipment Allowance “Ordinary Income.” It is agreed between the parties that all clothing & equipment allowance payments shall be considered “ordinary income” for income tax purposes, the plan will be considered a non-accountable plan, and Deputies will not be required to turn in receipts to the County.

13.10.7 Quartermaster or Warrant System Option. It is further agreed that the Sheriff's Office reserves the right to establish a quartermaster or warrant system whereby uniforms, clothing and equipment covered by the allowance are procured and/or paid for by the County, provided the County will give the Guild sixty (60) days notice of its intent to do so and, on request, will meet and discuss the decision.
13.10.8 Firearms. The County shall supply each employee with a firearm selected by the Sheriff's Office. Employees who have not been issued a department firearm will receive a department-issued firearm upon request, by seniority, provided that the department will not be required to fulfill more than ten (10) requests per year. The Sheriff's Office shall replace department-issued firearms when the Office determines it is necessary.

13.11 Repair and Replacement. The cost of repair or replacement of clothing, including bullet proof vests, or personal equipment used in furtherance of job related duties and damaged or destroyed in the line of duty will be borne by the County including up to $35 for watches, but does not include jewelry or similar items. The Sheriff's Office will determine whether an item shall be repaired or replaced. The Employer will repair or replace other authorized personal items damaged or destroyed beyond normal wear and tear while on duty. Personal items other than watches must be authorized by the Employer to be eligible for repair or replacement. For the purposes of this section: (1) an employee must notify the Employer in writing that he/she intends to carry the item while on duty and state the replacement value of said item and (2) the Employer must have given written authorization to repair or replace such item.

13.11.1 Amount of Replacement. The amount paid for replacement of a damaged item will be based on the general condition of the article. Whether damage was done in line of duty will be determined by the Sheriff's Office, subject to the grievance procedure outlined herein.

13.12 Vehicle Assignment. It is understood between the parties that assignment of a County vehicle to an employee is not part of the employee's wages.

13.13 Civil. Applicants must have two (2) years' experience with the Whatcom County Sheriff's Office. Assignments shall be for a two-year rotational tour of duty. Employees who have served in a Civil assignment may re-qualify for selection through a single or series of one-year appointments up to a maximum of four (4) years. Because of the nature of this job, which on occasion includes evening and weekend assignments, hours will be adjusted by the assigned employee within a work week so that there will not be more than 40 hours in any one work week, without prior approval of overtime. Should the Department require related assignments outside normal work hours and there is less than three (3) days' notice, overtime will be paid for such hours. Flexing time will be defined as the employee scheduling or being assigned to work more than eight (8) hours in one day which is offset by working less than eight (8) hours another day, in order to accommodate other related civil assignments. Flextime is also defined as adjusting the standardized eight (8) hour shift to allow working an eight-hour block other than 0830 to 1630 hours. The schedule may be flexed by mutual agreement between the assigned employee and the Department with less than three days' notice. Assigned flextime shall be limited and reasonable to facilitate standard operations of the position. Responsibilities shall include, but not be limited to: service of civil process, warrants, fugitive tracking, domestic violence papers and restraining
orders. The Civil premium does not apply to civil documents, harassment orders or warrants assigned to Patrol nor to probationary employees assigned to the Civil Division for training purposes.

13.14 Courthouse and Station Assignments. The Courthouse and Station Deputy shall be allowed to schedule up to one week of vacation for every two months worked so long as they are not on vacation at the same time. Assignment as a Courthouse or Station Deputy shall be for a two (2) month time period with the option for multiple assignments. Starting time for the two positions may vary, but will be eight (8) hours per day, Monday through Friday. On days when the Courthouse is closed, and employees are not assigned to duty, they may request duty if available and if not, shall use accruals.

13.15 Work Schedules. The County retains the right to make changes in scheduled working hours of specialty assignments as follows:
- For a purpose stated in this Agreement, if applicable;
- For a business necessity purpose, after notice to the Guild;
- By voluntary agreement with the employee and the Guild; and
- For temporary duration due to an emergency.

ARTICLE 14 - PHYSICAL EXAMS

14.1 Physical Examination. Any person to be newly employed or to be re-employed as a full commissioned employee shall be required to take and pass a physical examination in accordance with the requirements of the Civil Service Commission.

14.2 Frequency of Exams. Employees may have one (1) physical exam paid by the County each year that their health plan does not provide them with a physical.

14.2.1 Exams Ordered by the Sheriff's Office. Additional physical and/or mental examinations may be ordered and will be paid for by the Sheriff's Office, where reasonable concern exists about the employee's ability to perform the essential functions of the job. The first physical shall be administered by the doctor of the employee's choice. Any second or subsequent exam ordered by the Sheriff's Office will be administered by a physician or psychiatrist selected by the Sheriff. No employee shall lose pay because a required physical and/or mental examination is scheduled during all or part of their normal work day. The County will comply with any confidentiality requirements of the Americans with Disabilities Act.

ARTICLE 15 - RULES OF OPERATION

The Sheriff's Office may adopt reasonable written rules of operating the Sheriff's Office and the conduct of employees provided, however, before such rules are posted, a copy shall be furnished to the Guild. The Guild shall be allowed not less than thirty (30) days in which to make known any objection they may have concerning such rules,
except in the case of emergency, provided those rules are not subject to collective bargaining.

**ARTICLE 16 - GUILD ACTIVITY**

**16.1 Guild Activity.**

16.1.1 **Negotiations.** It is agreed that up to three (3) bargaining unit employees shall be allowed to participate in negotiations at any one time without loss in pay. Bargaining team members assigned to night shift will be released from the night shift immediately preceding or after the daytime meeting. Release time shall be four hours prior to the first negotiating meeting for a new contract and two hours prior to each scheduled negotiating meeting through the conclusion of negotiations. By mutual agreement, such times may be extended by the Sheriff or designee. Such employees shall not receive overtime pay while serving on the negotiating committee. The Guild will keep Human Resources advised of current members of the negotiating committee. The parties agree that at all times employees on duty are subject to a call to duty to meet staffing requirements.

16.1.2 **Representation.** Those members of the bargaining unit selected to serve as authorized representatives of the Guild shall be certified in writing to the County. The County shall afford designated bargaining unit members a reasonable amount of time while on duty to consult with or represent aggrieved employees and to engage in official Guild business related to collective bargaining purposes, provided that the Guild officers or the aggrieved employee contacts the appropriate command level officer (or immediate supervisor, if not on duty) if meeting requires leaving assigned post. On-duty consultations with aggrieved employees or other protected Guild business shall be allowed up to thirty (30) minutes in any one day. Additional time will require the approval of the Sheriff or his designee. Such request shall be approved, provided the meeting can be conducted without unreasonably interfering with Sheriff’s Office operations.

16.2 **Access Privilege for Guild’s Attorney.** The Guild’s attorneys shall be allowed on the premises of the County to attend Civil Service meetings, grievance meetings, and collective bargaining sessions but shall only conduct business in conference rooms, interview rooms, or other places in the Sheriff’s Office approved by command staff on a case-by-case basis and shall not interfere with on-duty employees.

16.3 **Bulletin Board.** The County shall provide space for a bulletin board to be used by the Guild for official Guild business.

16.4 **Special Conferences.** An employee or employees designated by the Guild in writing to attend Guild-sponsored conventions and seminars shall be granted leave without pay for scheduled work hours lost for such purposes, provided that the total leave granted to all employees under this section shall not exceed eighty (80) hours per calendar year. The Guild must notify the County in writing, at least thirty (30) calendar days in advance of such seminar or convention, of the name(s) of the
employees designated to attend the seminar or convention, and the dates of their absence. The County may refuse to grant leave to more than one (1) employee per shift under this section if, in the judgment of the County, the employee's absence would adversely impact the operations of the County.

16.5 Access to Equipment. The County shall allow Guild representatives reasonable access to the telephone and photocopiers provided that no cost is incurred to the County. Appropriate uses will be determined by Guild officials and the Sheriff or his designee. The Employer shall allow Guild officials reasonable access to the telephone and photocopiers and computer e-mail system only for purposes of processing and gathering of information needed to evaluate, file or settle grievances, engage in collective bargaining and for the purpose of processing and gathering of information needed to evaluate, file and settle Civil Service complaints. The Guild agrees not to use the County's photocopiers for other purposes, unless agreed to by the Sheriff. All email communications on the County email system shall comply with applicable Department policy.

ARTICLE 17 - NOTIFICATION OF SHERIFF’S OFFICE CHANGES

The Sheriff will notify the Guild in writing in advance of any intended changes that may affect wages, hours or working conditions of employees within the bargaining unit as required by RCW 41.56.

ARTICLE 18 - SEPARABILITY AND SAVINGS

If any article or section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, the balance of this Agreement shall continue in full force and effect. The article or section held invalid shall be modified as required by law or the tribunal of competent jurisdiction, or shall be re-negotiated for the purpose of an adequate replacement.

ARTICLE 19 – LONGEVITY/PERFORMANCE PREMIUM

Upon completion of the following years of service, employees shall receive longevity/performance premium in the amount indicated based on the top-step deputy wage. If an employee fails to achieve a rating of “satisfactory” on his/her annual performance evaluation, the applicable Longevity/Performance Premium shall be reduced by one percent (1%) for the year following the rating.

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<thead>
<tr>
<th>Years of Service</th>
<th>Longevity/Performance Premium (% of Top-Step Deputy Wage)</th>
<th>Effective 2012</th>
<th>Effective Retroactive to January 1, 2013</th>
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<tbody>
<tr>
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<tr>
<td>15</td>
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<td>4%</td>
</tr>
<tr>
<td>Years of Service</td>
<td>Effective 2012</td>
<td>Effective Retroactive to January 1, 2013</td>
<td></td>
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<tr>
<td>------------------</td>
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<td>5%</td>
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</tr>
<tr>
<td>24</td>
<td>5%</td>
<td>6%</td>
<td></td>
</tr>
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</table>

**ARTICLE 20 - GENERAL CONDITIONS**

**20.1 Range Placement.** Employees shall be placed in a pay range that is consistent with their duties, responsibilities, and job content. When a promotion to a higher level of responsibility occurs, the employee will be placed in the pay step of the higher pay range that will provide not less than a three percent increase in salary.

**20.1.1 Step Placement & Timing.** Employees will be placed in the first step of their assigned pay schedule. All steps are annual.

**20.1.2 Date of Step Advancement.** Advancement to the next pay step shall occur on the first day of the month in which the anniversary date falls.

**20.1.3 Promotion Anniversary Date.** When an employee is promoted to a higher classification, the promotion date becomes the anniversary date for step advancement purposes.

**20.1.4 Step Placement Above Entry.** It is understood between the parties that the Sheriff may place employees in a higher pay step at his discretion, subject to the approval of the County Executive. The Guild shall be notified when this occurs.

**20.2 Work in Higher Classification.** Any employee required to perform work as a sergeant, shall be paid at the entry rate of pay for sergeant provided, such duty assignment totals eight or more hours.

**20.3 Part-Time and Temporary Employees.** Hourly rates shall be established for employees working less than full-time by placing the employee in the appropriate salary range based upon their employment with the County.

**20.4 Travel Expenses.** Employees traveling out of the County on official business will be reimbursed for the reasonable cost of meals and expenses as may be authorized by County policy.

**20.5 Electronic Funds Transfer.** All regular employees hired after the date of ratification shall authorize paycheck deposit by electronic funds transfer (EFT) within thirty (30) days of hire. Employees may temporarily stop EFT in emergency situations with at least seven (7) days notice before a scheduled payday, but must restart EFT within three (3) months.
20.6  **Assigned Cell Phone.** Commencing in 2013, the Sheriff will assign cell phones as part of the Sheriff's Office issued and owned equipment when assignment of a Deputy reasonably requires such equipment. The Sheriff has sole discretion to establish policy for the use of assigned cell phones.

20.7  **Ability to Cross Border.** All employees must maintain the ability to cross the Canadian border. If an employee is unable to maintain his/her ability to cross the border, the County and the Guild agree to meet and bargain the impact on said employees, if necessary. Failure by an employee to comply with this section does not, in and of itself, subject an employee to discipline.

**ARTICLE 21 - SALARY SCHEDULE**

21.1  **Annual Salary Schedules.** Employees on the payroll on the date of ratification or hired after the date of ratification, shall be classified pursuant to Addendum A and paid pursuant to Addendum B, which are a part of this Agreement by reference.

21.1.1  **Wages.** Effective the first full pay period following ratification by the Guild, all ranges of the 2014 hourly matrix shall be increased by 5%

**ARTICLE 22 - GRIEVANCE PROCEDURE AND ARBITRATION**

22.1  **Definition.** Grievance as used herein shall mean any dispute or controversy which might arise as to the interpretation or application of this Agreement.

22.2  **Grievance Procedure.** The processing of grievances shall be according to the following steps:

**Step 1 – Initial Complaint.** The employee and/or Guild representative must take up the complaint with the employee's immediate supervisor within thirty (30) calendar days of when the employee or Guild knew, or reasonably should have known of the facts giving rise to the alleged contract violation, or it shall be deemed null and void. The supervisor shall attempt to resolve the grievance within fifteen (15) calendar days. If it is not resolved within fifteen (15) calendar days after submission, the matter may proceed to Step 2. The Sheriff's Office will notify the Guild of its response. Absent written agreement to the contrary settlements at this Step shall be deemed informal and without precedential value.

**Step 2 – Written Grievance.** If there is no response at Step 1 or the grievance is not resolved at Step 1, the employee or Guild representative, within the next fifteen (15) calendar days may present the grievance, in writing to the next supervisor who is at a level outside the bargaining unit in the chain of command. The writing shall include the section of the agreement violated; a statement of the facts as seen by the grieving party, the remedy sought and should be signed by the employee or Guild member. If the grievance is not resolved at this level
within twenty (20) calendar days from the date it is received by a supervisor who is at a level outside the bargaining unit, the matter may proceed to Step 3. The Sheriff’s Office will notify the Guild of its response.

**Step 3 - Grievance to the Sheriff or to the Guild.** If the grievance is not resolved at Step 2 the employee or the Guild, within the next fifteen (15) calendar days, may present the written grievance to the Sheriff and a copy will be provided to Human Resources. Grievances by the County shall be presented to the Guild at Step 3. If not resolved at this level within the next twenty (20) calendar days, the filing party may refer the dispute to arbitration as provided below.

**22.3 Grievances of General Concern.** Grievances of general concern to the bargaining unit brought by the Guild may be initiated at Step 2 of section 22.2 (Grievance Procedure). Grievances of discipline greater than a written reprimand and grievances of the County may start at Step 3 of section 22.2 (Grievance Procedure).

**22.4 Failure to Respond.** Failure by the responding party to respond within stated timeline at any step shall permit the filing party to advance the grievance to the next step without a response.

**22.5 Arbitration.** The Guild or County may demand arbitration within thirty (30) calendar days following the conclusion of Step 3 above by filing such demand by the County with the Guild and by the Guild with Human Resources. The County shall notify the County Executive of the dispute prior to arbitration.

**22.5.1 Arbitrator Selection.** The parties shall select an impartial arbitrator within ten working days after service of the demand for arbitration. If the parties fail to agree within this period upon an arbitrator who is able and willing to serve, either party may, within five (5) working days thereafter, request the State or Federal Mediation and Conciliation Service or AAA to submit a list of eleven (11) disinterested persons who are qualified and willing to act as an impartial arbitrator. From this list the County will strike two names, then the Guild two names until the single name remaining is appointed as the arbitrator.

**22.5.2 Hearing Commencement.** The arbitrator shall commence the hearing within a reasonable time after his selection and shall render his award in writing within thirty (30) days after the close of the arbitration hearing. The award of the arbitrator shall be rendered in writing together with his written findings and conclusions and shall be final and binding upon the parties to this Agreement and upon the complaining employee and employees, if any.

**22.5.3 Arbitrator’s Fees.** The arbitrator’s fees and expenses, the cost of any hearing room and the cost of the shorthand reporter and of the original transcript, if requested by the arbitrator, shall be borne equally by the County and the Guild. All other expenses and costs shall be borne by the parties incurring them.
22.5.4 Arbitration Venue. Venue for all grievance arbitrations shall be Whatcom County unless otherwise mutually agreed.

22.6 Time Limitations. The County and the Guild agree to comply with the time limitations set forth above and either party shall have the right to insist that the time limitations be complied with, provided, however, said time limitations may be waived by mutual agreement.

22.7 No Lockout, Strike or Slow Down. All grievances as herein defined shall be settled in accordance with the procedures outlined above and there shall be no lockout, strike, interruption of work, slow down, or other interferences with production during the life of this Agreement.

22.8 Election of Remedies. Any action appealed to the Civil Service Commission shall not be subject to the grievance procedure herein. Any matter taken to the grievance procedure may not be appealed to the Civil Service Commission.

ARTICLE 23 - SENIORITY DEFINITION

Seniority lists for each unit covered by this Agreement will be maintained separately for the purpose of layoff, recall, vacation, extra overtime, and shift bidding. Employees transferring from one unit to another will have their names placed at the bottom of the new unit list, provided however, total length of the service with the County will be credited to such employee for the purpose of vacations, sick leave, and longevity accrual. Seniority units shall consist of the following two units: (1) Sergeants; (2) all other deputy sheriff’s in bargaining unit.

ARTICLE 24 – MANAGEMENT RIGHTS

Any and all rights concerned with the management operations of the County and its Sheriff's Office are exclusively that of the County unless otherwise provided by the terms of this Agreement. The County has the authority to adopt reasonable rules for the operation of the Sheriff’s Office and the conduct of its employees; provided, such rules are not in conflict with the provisions of this Agreement, bargaining rights, or with applicable law. The County has the right to discipline, temporarily lay off or discharge employees; to assign work and determine duties of employees; to schedule hours of work, to determine the number of employees to be assigned to duty at any time and such other rights as are normal to County government and not expressly limited in this Agreement or applicable laws.

ARTICLE 25 - INDEMNITY AND HOLD HARMLESS AGREEMENT

The Employer agrees to hold harmless employees for all damages, including attorney fees, in accordance with the terms of the County's general liability policy (a copy of which has been provided to the Guild) or a policy which is substantially similar.
ARTICLE 26 - TERMINATION CLAUSE

26.1 Duration. This Agreement shall be in full force and effect from July 7, 2015 to and including December 31, 2016 except as noted in this Agreement and shall continue in full force and effect from year to year thereafter, unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration.

THIS AGREEMENT IS EXECUTED THIS 7th day of July, 2015, by the duly authorized representative of the parties hereto.

WHATCOM COUNTY DEPUTY SHERIFF'S GUILD

By: __________________________

Steve Harris
President

WHATCOM COUNTY, WASHINGTON

By: __________________________

Jack Louws
Whatcom County Executive

APPROVED AS TO FORM:

By: __________________________

Chief Civil Deputy Prosecutor

Date of Council Approval
# ADDENDUM A

TO THE AGREEMENT
by and between
WHATCOM COUNTY, WASHINGTON
and
WHATCOM COUNTY DEPUTY SHERIFF'S GUILD

## POSITION TITLE INDEX

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<td>20, 21, 22, 23, 24, 25</td>
<td>Deputy</td>
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ADDENDUM B

Sergeant (±5%)

Hourly Matrix

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Monthly Matrix - For Reference Only

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Deputy (±5%)

Hourly Matrix

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Monthly Matrix - For Reference Only

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**LONGEVITY (% of top deputy step)**

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<td>$2.21</td>
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</table>
ADDENDUM C
ADVICE OF ADMINISTRATIVE INVESTIGATION

Date:

To:

From:

Subj:

As required by section 2.7.1 (Due Process) of the Guild Collective Bargaining Agreement this document notifies you that you are the subject employee in connection with an investigation that has been authorized by the Sheriff.

An interview will be performed at a later date. Prior to the interview, you will receive an Advice of Investigative Interview providing you with the name of the investigating officer, the name and rank of the interviewer and the names of others who will be in attendance, the specific allegations and the policy violations. All involved parties shall be bound to the NOTICE provisions contained at the end of this Advisement.

☐ THIS IS A CLASS I ADMINISTRATIVE INVESTIGATION

☐ THIS IS A CLASS II ADMINISTRATIVE INVESTIGATION

This investigation is to determine the facts and possible violations of Sheriff’s Office Policy/Procedure, Rules and Regulations regarding:

Alleged Acts of Misconduct:

Alleged Policy Violations:
NOTICE:
Effective immediately, you are directed to have no communication regarding this matter, either on-duty or off-duty, with any person including potential witnesses or persons who may be materially involved with the administrative investigation.

This directive means you are prohibited from communicating to these individuals about this matter by any means to include, but not be limited to: fax, telephone, mail, electronic messaging, in-person, person to person relay or any other form of communication.

Failure to comply with this directive shall be considered Insubordination, and may result in discipline up to and including termination.

You are not prohibited from discussing this matter with your Guild/union representative, Guild legal advisor, or your personal attorney.

This directive will remain in effect until either the adjudication or conclusion of the administrative investigation. Adjudication or conclusion of the case is when the employee has been notified by the appointing authority of a finding.

Acknowledgment:
I certify that I have read this advisement form in its entirety (2 pages). I acknowledge that I understand the contents and that I have received a copy of this document.

________________________________________
Printed name

________________________________________   __________________________
Signature                                      Date

Investigation Advisement made by:  ____________________________ (Print name)

________________________________________   __________________________
Date                                           Time                           Place
ADDENDUM D

ADVICE OF ADMINISTRATIVE INTERVIEW AS REQUIRED BY SECTION 2.7.3.1
(Interview Advisement) OF THE GUILD COLLECTIVE BARGAINING AGREEMENT

Date:

To:

From:

Subj:

☐ YOU ARE THE SUBJECT EMPLOYEE
☐ YOU ARE A WITNESS EMPLOYEE

in connection with an Investigation that has been authorized by the Sheriff.

The Officer in Charge of this Investigation is: __________________________

This interview is to be performed by ________________________________ (name, rank)
and also in attendance will be ________________________________, all of whom shall be
bound to the NOTICE provisions contained at the end of this Advisement.

☐ THIS IS A CLASS I ADMINISTRATIVE INVESTIGATION
☐ THIS IS A CLASS II ADMINISTRATIVE INVESTIGATION

A. This investigation is to determine the facts and possible violations of Sheriff's Office
   Policy/Procedure, Rules and Regulations regarding:

   Allegations:
   For a Subject of the investigation, state the specific factual nature of investigation
   For a Witness in the investigation, state the purpose of interview

   Possible Policy/Rules/Regulations Violations include but are not limited to:
   (this section is optional for notice to a witness employee)

Whatcom County Sheriff's Office ADVICE OF ADMINISTRATIVE INTERVIEW Page 1 of 4
Deputy Initials
B. Failure to fully cooperate by truthfully answering all questions specifically and directly related to the matter under investigation and/or by providing investigators with all potentially relevant information will result in disciplinary action, which may include discharge from the Sheriff’s Office.

C. All Class I Administrative Investigations shall be audio recorded. Class II investigative interviews are generally not recorded, but will be audio recorded at the request of either party. In a Class II interview, should one party object to the use of an audio recording then a transcript shall be made and be the only official record. Class II transcription expenses shall be at the expense of the requesting party.

D. You may request and obtain the presence of a Guild/Union representative during the investigatory interview (if no request is made there shall be no obligation of representative presence) provided that:

1. The Guild/Union representative shall not disclose the nature or content of the interview to any person, except as necessary for the Guild to meet its duty of fair representation. The Guild/Union representative shall not obstruct the investigation, including revealing information to others except as permitted herein.

2. In addition to observing the interview, the Guild/Union representative, may reasonably participate in accordance with 1 above, by:

   a. Consulting with the employee before the interview begins;
   b. Reasonably raising valid objections and consulting with/advising the employee about a privilege she/he has the right to assert once questioning starts;
   c. Assisting the employee if questions are ambiguous or misleading by rephrasing the question or asking that the question be rephrased;
   d. Interceding if questions become harassing or intimidating; and
   e. Asking additional questions and seek to clarify responses.

3. During the investigatory interview, the Guild/Union representative may not:

   a. Interrupt if the employee is asked to give an initial version of events;
   b. Consult with the employee before he/she answers every question;
   c. Otherwise interfere with appropriate questioning by the investigator.

4. The Guild/Union representative may not be the spouse of the subject employee or a witness in the matter under investigation.

E. Employees subject to investigation shall be given at least two (2) hours notice before an interview. The failure of an employee subject to investigation to obtain a Guild/Union representative within a reasonable time, (generally two hours) is not an acceptable basis for unreasonably delaying an investigative interview with the understanding the interview shall be conducted at a reasonable hour, preferably at a time when the employee is on duty, or during the normal waking hours for the employee. Upon request, the employee will be granted a twenty-four (24) hour delay, unless the exigency of the investigation requires otherwise.
F. You have the right to suggest specific witnesses to be interviewed by the investigator. Upon notice of completion, you have the right to review and make corrections and/or additions to your transcript prior to the conclusion of the investigation.

G. Statements made to the investigator during an Administrative Investigation:

1. Will become part of the investigative file for the use of the Sheriff only to the extent permitted by law and subject to all legal protection available as a private confidential and privileged communication to the extent permitted by law; and

2. Will not be provided to other witnesses or interviewees involved in the investigation by the investigator such that the information is attributable to any individual identified by the investigator; and

3. Are not to be communicated to any person by you except to a Guild/Union representative if necessary to protect the legal rights of a witness or subject. You may consult with your private attorney.

4. Provided, that the referral of the summary of facts and findings to the involved employee's chain of command, Human Resources, or the Prosecuting Attorney's Office shall not constitute a breach of any privilege, privacy, or confidentiality; and provided further that should the involved employee choose to appeal the resulting personnel or disciplinary action and thus put at issue the merits of that action, statements given, and persons involved in the investigation may be asked by the Sheriff's Office or the subject employee to give a sworn testimony regarding their involvement. If other disclosure is necessary, notice will be given to the Guild.

H. The investigator will read the following warning into the recording at the start of the interview:

You are about to be questioned as part of an administrative investigation being conducted by the Whatcom County Sheriff's Office. You are hereby ordered to fully answer the questions that are put to you that relate to information you possess and/or your conduct and/or job performance, and to cooperate with this investigation. You are required to answer questions relating to the performance of your official duties or fitness for duties. Your failure to answer truthfully and cooperate with this investigation can be the subject of disciplinary action in and of itself, including dismissal. The statements you make or evidence gained as a result of this required cooperation may be used for administrative purposes but will not be used or introduced into evidence in a criminal proceeding.
NOTICE:
Effective immediately, except as otherwise provided above, you are directed to have no communication regarding this matter, either on-duty or off-duty, with any person including potential witnesses or persons who may be materially involved with the administrative investigation.
This directive means you are prohibited from communicating to these individuals about this matter by any means to include, but not be limited to: fax, telephone, mail, electronic messaging, in-person, person to person relay or any other form of communication.

Failure to comply with this directive shall be considered Insubordination, and may result in discipline up to and including termination.

You are not prohibited from discussing this matter with your Guild/union representative, Guild legal advisor, or your personal attorney.

This directive will remain in effect until either the adjudication or conclusion of the administrative investigation. Adjudication or conclusion of the case is when the employee has been notified by the appointing authority of a finding.

Acknowledgment:

I certify that I have read this advisement form in its entirety (4 pages). I acknowledge that I understand the contents and that I have received a copy of this document.

________________________________________
Printed name

________________________________________
Signature

Advisement made by: ________________________________(Print name)

________________________________________
Date

________________________________________
Time

________________________________________
Place

Whatcom County Sheriff's Office ADVICE OF ADMINISTRATIVE INTERVIEW Page 4 of 4

Deputy Initials

Deputy Sheriff’s Guild CBA 7/7/15 – 12/31/16

Page 53 of 53
TITLE OF DOCUMENT: Children’s legal representation in dependency actions

ATTACHMENTS:

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

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

Continue to provide professional legal services in performing all Superior Court representation of children involved in dependency proceedings, but not subject to representation pursuant to 13.34.100(6).

COMMITTEE ACTION: 

COUNCIL ACTION: 

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

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

TO: Jack Louws, County Executive
FROM: David Reynolds, Director
RE: Amended Agreement between Whatcom County, Geraldine Coleman, Scott Mawson and Margaret Mawson
DATE: June 11, 2015

Attached are two contract original amendments between Whatcom County, Geraldine Coleman, Scott Mawson and Margaret Mawson.

- **Background and Purpose**
  Continue to provide professional legal services in performing all Superior Court representation of children involved in dependency proceedings, but not subject to representation pursuant to 13.34.100(6).

- **Funding Amount and Source**
  This funding is through current expense, and an approved expenditure in the 2015-16 budget.

- **Differences from Previous Contract**
  Caseload representation has increased from 60-75 children over the past year. The amount of the contract has been amended to reflect the additional increase.

Please contact me at extension 56788, if you have any questions or concerns regarding the terms of this agreement.

Encl.
<table>
<thead>
<tr>
<th><strong>WHATCOM COUNTY CONTRACT INFORMATION SHEET</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Superior Court Administration</strong></td>
</tr>
<tr>
<td><strong>Contract or Grant Administrator:</strong> David Reynolds, Director</td>
</tr>
<tr>
<td><strong>Contractor's / Agency Name:</strong> Geraldine Coleman, Scott &amp; Margaret Mawson</td>
</tr>
</tbody>
</table>

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<thead>
<tr>
<th>Is this a New Contract?</th>
<th>If, not is this an Amendment or Renewal to an Existing Contract?</th>
<th>Yes [ ] No [x]</th>
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<tr>
<th>Does contract require Council Approval?</th>
<th>Yes [x] No [ ]</th>
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<tr>
<th>If No, include WCC:</th>
<th>(see Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)</th>
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<tr>
<th>Is this a grant agreement?</th>
<th>Yes [ ] No [x]</th>
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<table>
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<tr>
<th>If yes, grantor agency contract number(s):</th>
<th>CFDA#:</th>
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<th>Is this contract grant funded?</th>
<th>Yes [ ] No [x]</th>
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<th>Cost Center:</th>
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<tr>
<th>Is this agreement excluded from E-Verify?</th>
<th>No [ ] Yes [x]</th>
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</table>

<table>
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<tr>
<th>If no, include Attachment D Contractor Declaration form.</th>
<th></th>
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</table>

**If YES, indicate exclusion(s) below:**

- Professional services agreement for certified/licensed professional.
- Contract work is for less than $100,000.
- Contract work is for less than 120 days.
- Interlocal Agreement (between Governments).
- Contract for Commercial off the shelf items (COTS).
- Work related subcontract less than $25,000.
- Public Works - Local Agency/Federally Funded HFWA.
- Contracts that require Council Approval (incl. agenda bill & memo)
  - Professional Services Agreement above $20,000.
  - Bid is more than $50,000.
  - Amendments that have either an increase greater than 10% or provide a $10,000 increase in amount (whichever is greater)

| **Summary of Scope**: The Contractor agrees to provide professional legal services in performing all Superior Court representation of children involved in dependency proceedings, but not subject to representation pursuant to 13.34.100(6). Caseload representation has increased from 60-75 children over the past year. | |

<table>
<thead>
<tr>
<th><strong>Term of Contract</strong>: 6-1-2015</th>
<th><strong>Expiration Date</strong>: 5-31-2015 6-30-16</th>
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<tr>
<td>1. Prepared by: D. Reynolds Date: 6-11-2015</td>
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<tr>
<td>2. Attorney signoff: Date: 6-17-15</td>
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<td>3. AS Finance reviewed: Date: 6-22-15</td>
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<tr>
<td>4. IT reviewed (if IT related): Date: 6-19-15</td>
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<td>5. Contractor signed: Date: 6-22-15</td>
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<tr>
<td>6. Submitted to Exec.: Date:</td>
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<tr>
<td>7. Council approved (if necessary): Date:</td>
</tr>
<tr>
<td>8. Executive signed: Date:</td>
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<tr>
<td>9. Original to Council: Date:</td>
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Last Edited 060414
Amendment 1
Whatcom County Contract No. 201406035-1

CONTRACT BETWEEN WHATCOM COUNTY GERALDINE COLEMAN, SCOTT MAWSON, AND MARGARET MAWSON

THIS AMENDMENT is to the Contract between Whatcom County Geraldine Coleman, Scott Mawson, and Margaret Mawson dated June 12 and 13, 2014, designated "Whatcom County Contract No. 201406035". In consideration of the mutual benefits to be derived, the parties agree to the following:

Contractor agrees to provide professional legal services in performing all Superior Court representation of children involved in dependency proceedings who are not subject to mandatory appointment of counsel pursuant to RCW 13.34.100(6)(a).

This Amendment extends the term of this Agreement through June 30, 2016. Monthly billing shall be as follows:

Scott and Margaret Mawson, 45 cases and monthly reimbursement of $4,781.25 (60% of the caseload)

Geraldine Coleman, 30 cases and monthly reimbursement $3,187.50 (40 percent of the caseload)

Additional cases may be assigned at the Court Administrator's discretion, and shall be reimbursed at $106.25 per case per month.

When in effect, Dependency cases shall be subject to case load limits established by the Washington Supreme Court.

Unless specifically amended by this agreement, all other terms and conditions of the original contract shall remain in full force and effect.

This Amendment takes effect: July 1, 2015, regardless of the date of signature.

IN WITNESS WHEREOF, Whatcom County and Geraldine Coleman, have executed this Amendment on the date and year below written.

DATED this 19th day of June, 2015

CONTRACTOR:

GERALDINE COLEMAN

STATE OF WASHINGTON )

ss. )

COUNTY OF WHATCOM )

On this 19th day of June, 2015, before me personally appeared GERALDINE COLEMAN, to me known to be an Attorney At Law and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

Barbara C. Dumo

NOTARY PUBLIC in and for the State of Washington, residing at Bellingham. My commission expires 11-09-18
SCOTT MAWSON

STATE OF WASHINGTON

) ss.

COUNTY OF WHATCOM

On this 18 day of June, 2015 before me personally appeared SCOTT MAWSON, to me known to be an Attorney At Law and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

Barbara V. Plumbo

NOTARY PUBLIC in and for the State of Washington, residing at Bellingham. My commission expires 11-09-18.

MARGARET MAWSON

STATE OF WASHINGTON

) ss.

COUNTY OF WHATCOM

On this 18 day of June, 2015 before me personally appeared MARGARET MAWSON, to me known to be an Attorney At Law and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

Barbara V. Plumbo

NOTARY PUBLIC in and for the State of Washington, residing at Bellingham. My commission expires 11-09-18.

WHATCOM COUNTY:

Department Director Date

Approved as to form:
Approved:
Accepted for Whatcom County:

By: ______________________________
Jack Louws, Whatcom County Executive

STATE OF WASHINGTON    )
                        ) ss
COUNTY OF WHATCOM      )

On this _____ day of ________, 2012, 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 ________________.
### WHATCOM COUNTY COUNCIL AGENDA BILL

<table>
<thead>
<tr>
<th>CLEARANCES</th>
<th>Initial</th>
<th>Date</th>
<th>Date Received in Council Office</th>
<th>Agenda Date</th>
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<tbody>
<tr>
<td>Originator:</td>
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<tr>
<td>Cliff Strong</td>
<td></td>
<td>6/15/2015</td>
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<td>Finance/Council</td>
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<td>Division Head:</td>
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<td>Mark Persons</td>
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<td>Dept. Head:</td>
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<tr>
<td>Sam Ryan</td>
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<td>6/25/15</td>
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<td>Prosecutor:</td>
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<td>Royce Buckingham</td>
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<td>Purchasing/Budget:</td>
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<tr>
<td>Brad Bennett</td>
<td></td>
<td>6/26/15</td>
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<tr>
<td>Executive:</td>
<td></td>
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<tr>
<td>Jack Loews</td>
<td></td>
<td>6/30/15</td>
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</table>

**TITLE OF DOCUMENT:** Contract for Consultant Services for the integration of Low Impact Development (LID) Components into the Whatcom County Code and Development Standards to Meet NPDES Phase II Requirements

**ATTACHMENTS:**
1. Memo to County Executive
2. Contract Info Sheet
3. Attorney Review Sheet
4. Contract For Services Agreement

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

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

The consultant will work under the direction of Whatcom County Planning and Development Services to review, revise, and make effective Whatcom County’s development-related codes, rules, standards, or other enforceable documents to incorporate and require LID principles and BMPs necessary to meet the requirements of the NPDES Phase II permit, while addressing the needs of Whatcom County to ensure a successful LID program. The intent of the revisions shall be to make LID the preferred and commonly-used approach to site development. The revisions shall be designed to minimize impervious surfaces, native vegetation loss, and stormwater runoff in all types of development situations. Consultant shall assist Whatcom County in considering the range of issues and conducting a review and revision process similar to that outlined in Integrating LID into Local Codes: A Guidebook for Local Governments (Puget Sound Partnership, 2012).

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

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

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

TO:    Jack Louws, County Executive
FROM:  Cliff Strong, Senior Planner, Planning and Development Services
THROUGH: Mark Personius, Assistant Director, PDS, & Rob Ney, NPDES Supervisor
RE:    Contract for Consultant Services for the integration of Low Impact Development (LID) Components into the Whatcom County Code and Development Standards to Meet NPDES Phase II Requirements
DATE:  June 25, 2015

Enclosed are two (2) originals of a contract for Consultant Services for the integration of Low Impact Development (LID) Components into the Whatcom County Code and Development Standards to Meet NPDES Phase II Requirements between Whatcom County and AHBL, Inc. for your review and signature.

Background and Purpose
The 2013-2018 Western Washington NPDES Phase II Municipal Stormwater Permit requires Whatcom County to revise local development-related codes, rules, standards, or other enforceable documents to incorporated and require Low Impact Development (LID) principles and best management practices. Along with Whatcom County staff, AHBL will develop the amendments, facilitate all necessary coordination with departments and outreach to the community, as well as participate in the legislative process for the resulting ordinances.

Funding Amount and Source
The project amount is $75,000 and will be funded through the 2015 Public Works-NPDES base budget (10860.6630.544410).

Please contact Cathy Craver at extension 50694 or Cliff Strong at extension 50263 if you have any questions or concerns regarding the terms of this agreement.

Encl.
**WHATCOM COUNTY CONTRACT INFORMATION SHEET**

<table>
<thead>
<tr>
<th>Originating Department:</th>
<th>Public Works</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract or Grant Administrator:</td>
<td>Cliff Strong (PDS)</td>
</tr>
<tr>
<td>Contractor’s / Agency Name:</td>
<td>AHBL, Inc.</td>
</tr>
</tbody>
</table>

**Is this a New Contract?** Yes [ ] No [x]  
If Amendment or Renewal, (per WCC 3.08.100(a)) Original Contract #: 

**Does contract require Council Approval?** Yes [x] No [ ]  
If No, include WCC: 
(see Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)

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

**Is this contract grant funded?** Yes [ ] No [x] 
If yes, Whatcom County grant contract number(s): 

**Is this contract the result of a RFP or Bid process?** Yes [x] No [ ] 
If yes, RFP and Bid number(s): 15-45  
Contract Cost Center: 10860

**Is this agreement excluded from E-Verify?** No [ ] Yes [x]  
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): 
$ 75,000  
This Amendment Amount: 
$ 0  
Total Amended Amount: 
$ 75,000  

**Summary of Scope:** The consultant will work under the direction of Whatcom County Planning and Development Services to review, revise, and make effective Whatcom County’s development-related codes, rules, standards, or other enforceable documents to incorporate and require LID principles and BMPs necessary to meet the requirements of the NPDES Phase II permit, while addressing the needs of Whatcom County to ensure a successful LID program. The intent of the revisions shall be to make LID the preferred and commonly-used approach to site development. The revisions shall be designed to minimize impervious surfaces, native vegetation loss, and stormwater runoff in all types of development situations. Consultant shall assist Whatcom County in considering the range of issues and conducting a review and revision process similar to that outlined in Integrating LID into Local Codes: A Guidebook for Local Governments (Puget Sound Partnership, 2012).

**Term of Contract:** 7/13/15  
**Expiration Date:** 12/31/16

**Contract Routing:**
1. Prepared by: Cliff Strong  
   Date: 6/22/2015
2. Attorney Signoff: RB  
   Date: 6-26-15
3. AS Finance reviewed:  
   Date: 6/26/15
4. IT reviewed (if IT related):  
   Date: 6-29-15
5. Contractor signed:  
   Date: 6-29-15
6. Submitted to Exec.:  
   Date: 6-29-15
7. Council approved (if necessary):  
   Date: 7/7/2015
8. Executive signed:  
   Date:  
9. Original to Council:  
   Date:  

V2.0

134
CONTRACT FOR SERVICES AGREEMENT

Consultant Services for the integration of Low Impact Development (LID) Components into the Whatcom County Code and Development Standards to Meet NPDES Phase II Requirements

Whatcom County Contract No. 2015.06.021

AHBL, 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. 3 to 7.
- Exhibit A (Scope of Work), pp. 8 to 9.
- Exhibit B (Compensation), pp. 10 to 12.
- Exhibit C (Certificate of Insurance).

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

The term of this Agreement shall commence on the 13th day of July, 2015, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31st day of December, 2016.

The general purpose or objective of this Agreement is to: review, revise, and make effective Whatcom County’s development-related codes, rules, standards, or other enforceable documents to incorporate and require LID principles and BMPs necessary to meet the requirements of the NPDES Phase II permit, 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 $75,000.00. 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 ______ day of July, 2015.

CONTRACTOR:

(Type in Name of Contractor/Firm) Add more lines if more than one party

Wayne E. Carlson, AHBL, Inc.

STATE OF WASHINGTON } 55
COUNTY OF }

On this ______ day of July, 2015, before me personally appeared ________________, to me known to be the ________________ (title) of AHBL, Inc. (Company) and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

NOTARY PUBLIC in and for the State of Washington, residing at ____________________________ My commission expires __________._________________.

Contract for Services Agreement
AHBL – LID Integration

V2.0

Page 1
WHATCOM COUNTY:
Recommended for Approval:

9.8.2015
Department Director Date

Approved as to form:

Prosecuting Attorney Date

Approved:
Accepted for Whatcom County:

By: ________________
Jack Louws, Whatcom County Executive

STATE OF WASHINGTON )
COUNTY OF WHATCOM ) ss.

On this ______ day of July, 2015, 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:

AHBL, Inc.
(Type in Name of Contractor/Firm)

Wayne E. Carlson, Principal
(Type in Name & Title of Signatory Authorized by Firm Bylaws, if applicable)

Address:
1200 8th Ave, Suite 1620
Seattle, WA 98101-3117

Mailing Address:
2215 North 30th Street, Suite 300
Tacoma, WA 98403-3350

Contact Name: Wayne Carlson

Contact Phone: 206.276.2425

Contact FAX: 206.267.2429

Contact Email: wecarlson@ahbl.com

Contract for Services Agreement
AHBL – LID Integration

V2.0
GENERAL CONDITIONS

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

0.1 Scope of Services:

The Contractor agrees to provide to the County 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:

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

11.2 Termination for Reduction in Funding:

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

11.3 Termination for Public Convenience: 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 appropriate tax regulations.

Contract for Services Agreement
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with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor’s performance of this Agreement. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor’s failure to pay taxes on compensation earned pursuant to this Agreement.

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

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

23.1 Labor Standards:
The Contractor agrees to comply with all applicable state and federal requirements.

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 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

Contract for Services Agreement
AHBL – LID Integration

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v2.0
32.1 Confidentiality: Not Applicable

33.1 Right to Review:

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

34.1 Proof of Insurance:

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

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

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

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

c. Professional Liability - $1,000,000 per occurrence:

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

34.2 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:

Cliff Strong, Senior Planner, Planning and Development Services, 5280 Northwest Drive, Bellingham, WA 98226

37.2 Notice:

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

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

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

38.3 E-Verify: Not Applicable

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

40.1 Modifications:

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

40.2 Contractor Commitments, Warranties and Representations: Not Applicable

41.1 Severability:

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

41.2 Waiver:

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

42.1 Disputes:

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

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

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

d. Arbitration: 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 and for the County of Whatcom. This Agreement shall be governed by the laws of the State of Washington.

44.1 Survival:

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

45.1 Entire Agreement:

This written Agreement, comprised of the writings signed or otherwise identified and attached hereto, represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.
EXHIBIT "A" – SCOPE OF WORK

TASK 1: ASSEMBLE AND FACILITATE A TECHNICAL ADVISORY COMMITTEE

Assemble a Technical Advisory Committee (TAC) comprised of key stakeholders (e.g., developers, engineers, consultants, staff from affected cities, etc.), and facilitate their work and meetings. Coordinate with appropriate staff from Planning and Development Services, Public Works, and others to attend and participate.

Consultant Responsibilities:

- Develop a meeting schedule, including a general outline of topics for each meeting.
- Facilitate meetings throughout project
  - Prepare and send agendas and materials at least one week in advance of each meeting
  - Act as facilitator during said meetings
  - Prepare meeting notes, including assigned tasks, for distribution after each meeting.

Staff Responsibilities:

- Will assist in identifying stakeholders and key Whatcom County staff.
- Identify and reserve meeting rooms.

Deliverables:

- Meeting schedule
- Agendas, materials, and notes for each meeting

TASK 2: REVIEW CODE AND DEVELOPMENT STANDARDS AND MAKE RECOMMENDATIONS FOR INTEGRATION OF LID

Review all Whatcom County Code and development standards pertinent to stormwater management (including any codes or standards that might affect the implementation of LID such as landscaping, streetscaping, parking, bulk and dimensional standards, clearing and grading, street and roads, critical areas, and shoreline codes and standards) and make recommendations to simplify and consolidate existing regulations, and incorporate LID principles and BMPs necessary to meet the requirements of the NPDES Phase II Permit. The intent of the revisions shall be to make LID the preferred and commonly-used approach to site development. The revisions shall be designed to minimize impervious surfaces, native vegetation loss, and stormwater runoff in all types of development situations. Said proposed revisions are to be reviewed by County Staff and the TAC.

Consultant Responsibilities:

- Prepare recommendations for simplification and consolidation of existing stormwater regulations.
- Prepare recommendations to incorporate LID principles and BMPs into code and development standards, including any diagrams necessary as examples or for development standards.
• Review said recommendations with key staff and the TAC and develop the best solutions with which to move forward.

**Deliverables:**
• A report containing all final proposed revisions reviewed by the TAC, using track changes, with notes citing reasons/rationale for each strike-out or addition.

**TASK 3: PUBLIC OUTREACH**
Develop an outreach strategy and educational material content necessary to explain LID for publishing on the County’s website and for distribution to the public.

**Consultant Responsibilities:**
• Develop an outreach strategy and educational material content

**Staff Responsibilities:**
• Staff will publish either on the County’s website, or produce the materials for distribution.

**Deliverables:**
• Adequate material content to inform the public of why LID and how it can be implemented.

**TASK 4: LEGISLATIVE REVIEW AND ADOPTION**
Code amendments to incorporate LID are to be adopted by December 2016. The consultant is expected to participate in Planning Commission and County Council presentations and public hearings.

**Consultant Responsibilities:**
• Participate in a minimum of two (2) Planning Commission meetings and two (2) County Council presentations and public hearings.
• Develop a PowerPoint presentation for use before the two bodies.

**Staff Responsibilities:**
• Staff will prepare the final staff reports for both review bodies.

**Deliverables:**
• A PowerPoint presentation explaining LID and the proposed amendments for use before the Planning Commission and County Council.
EXHIBIT "B" – COMPENSATION

I. Budget and Source of Funding: The source of funding for this contract, in the amount not to exceed $75,000, is funded through the Whatcom County Public Works Department.

II. Contractor Paid by the Hour. As consideration for the services provided pursuant to Exhibit A, Scope of Work, the County agrees to compensate the contractor according to the hourly rates presented below in the project budget for services provided. Other reasonable expenses incurred in the course of performing the duties herein shall be reimbursed including mileage at the current IRS rate. Lodging and per diem shall not exceed GSA approved rate for Bellingham area. Other expenditures such as printing, postage and telephone charges shall be reimbursed at actual cost plus 10%. Copies of receipts are required for reimbursement of expenses other than mileage. Whatcom County does not reimburse the cost of alcoholic beverages. Any work performed prior to the effective date of this contract or continuing after the completion date of the same unless otherwise agreed upon in writing, will be at the contractor’s expense.

III. Invoicing

1. The Contractor shall submit itemized invoices on a monthly basis in a format approved by the County. Invoices must be submitted by the 10th of the month following the month of service. Invoices submitted for payment must include:

2. The Contractor shall submit invoices to (include contract #):

   Attention: Cliff Strong
   Whatcom County Planning and Development Services
   5280 Northwest Drive
   Bellingham, WA 98226

   Invoices may be emailed to cstrong@co.whatcom.wa.us.

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

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

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

IV. Budget

The budget for the project, as proposed by the contractor, is:
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<tr>
<th>Task 1: Assemble and Facilitate a Technical Advisory Committee</th>
<th>Wayne Carlson</th>
<th>Brad Medrud</th>
<th>Laura Gagnon</th>
<th>Brittany Port</th>
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<th>Wayne Carlson</th>
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<td>Develop a PowerPoint presentation for use before the Planning Commission and County Council</td>
<td>4</td>
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<td>0</td>
<td>6</td>
<td>$1,460</td>
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<td>AHBL assists County staff's assembly of draft amendment package for SEPA environmental review, Department of Commerce review, and Planning Commission/County Council consideration</td>
<td>4</td>
<td>0</td>
<td>0</td>
<td>4</td>
<td>$1,260</td>
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<td>4</td>
<td>$1,260</td>
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<td>$956</td>
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<td>AHBL conducts non-project SEPA environmental review</td>
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<td>0</td>
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<td>$415</td>
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<tr>
<td>AHBL staff transmits draft amendment package to Commerce for 60-day review</td>
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<tr>
<td>Prepare for and attend first meeting/hearing before the Whatcom County Council</td>
<td>4</td>
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<td>$1,260</td>
</tr>
<tr>
<td>Prepare for and attend second meeting/hearing before the Whatcom County Council</td>
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<td><strong>4</strong></td>
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</table>
ACORD™
CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER
Kibble & Prentice, a USI Co PR
601 Union Street, Suite 1000
Seattle, WA 98101

INSURED
AHBL, Inc.
2215 North 30th, Suite 300
Tacoma, WA 98403

CONTACT NAME: 206 441-6300
FAX: 510-362-8528
E-MAIL: pl.certifrequest@kpcom.com

INSURER(S) AFFORDING COVERAGE
INAC #
TRAVELERS INDENDTY CO. OF AMER
25666
CAITLIN INSURANCE COMPANY, INC.
19518
CHARTER OAK FIRE INSURANCE COMP.
25615

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 HERIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTR. TYPE OF INSURANCE ADJL SUBR INSR. WVO POLICY NUMBER POLICY EFF (MM/DD/YYYY) POLICY EXP (MM/DD/YYYY) LIMITS

A GENERAL LIABILITY

X COMMERCIAL GENERAL LIABILITY
CLAIMS-MADE
OCUR
GENL AGGREGATE LIMIT APPLIES PER:
POLICY X LOC

6804831L577 09/11/2014 09/11/2015 $1,000,000 EACH OCCURRENCE
$1,000,000 DAMAGE TO RENTED PREMISES FOR OCCURRENCE
$10,000 MED EXP (Any one person)
$1,000,000 PERSONAL & ADV INJURY
$2,000,000 GENERAL AGGREGATE
$2,000,000 PRODUCTS - COMMERAGG

C AUTOMOBILE LIABILITY

X ALL AUTO
SCHEDULED AUTOS
NON-OWNED AUTOS

BA4988L728 09/11/2014 09/11/2015 $1,000,000 COMBINED SINGLE LIMIT (Any one accident)
$1,000,000 BODILY INJURY (Per person)
$1,000,000 BODILY INJURY (Per accident)
$1,000,000 PROPERTY DAMAGE (Per accident)
$1,000,000 EACH OCCURRENCE
$1,000,000 AGGREGATE

A WORKERS COMPENSATION
AND EMPLOYERS’ LIABILITY

N/A

6804831L577 (WA Stop Gap) 09/11/2014 09/11/2015
$0 STATUTORY LIMITS X 100% E.L. EACH ACCIDENT
$1,000,000 E.L. DISEASE - EA EMPLOYEE
$1,000,000 E.L. DISEASE - POLICY LIMIT

B Professional Liability

AED971410915 09/11/2014 09/11/2015
$2,000,000 per claim
$4,000,000 annul aggr.

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

RE: Project #2150316.30, Whatcom County LID Code Integration.

The General Liability and Automobile Liability policies include an automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder, only when there is a written contract that requires such status, and only with regard to work performed on behalf of the named insured. The General Liability policy contains a special endorsement with Primary and Noncontributory wording, when (See Attached Descriptions).

CERTIFICATE HOLDER
Whatcom County Planning & Development Services
Attn: Cliff Strong
5280 Northwest Drive
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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required by written contract. The General Liability and Automobile Liability policies include a Waiver of Subrogation endorsement in favor of the Certificate Holder as referenced above.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO COVERAGE PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:
BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. BLANKET ADDITIONAL INSURED
B. EMPLOYEE HIRED AUTO
C. EMPLOYEES AS INSURED
D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS
E. TRAILERS – INCREASED LOAD CAPACITY
F. HIRED AUTO PHYSICAL DAMAGE
G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

A. BLANKET ADDITIONAL INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – LIABILITY COVERAGE:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

B. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – LIABILITY COVERAGE:

An "employee" of yours is an "insured" while operating a covered "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., Other Insurance, of SECTION IV – BUSINESS AUTO CONDITIONS:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

C. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – LIABILITY COVERAGE:
Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS
1. The following replaces Paragraph A.2.a.(2) of SECTION II – LIABILITY COVERAGE:
   (2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4) of SECTION II – LIABILITY COVERAGE:
   (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

E. TRAILERS – INCREASED LOAD CAPACITY
The following replaces Paragraph C.1. of SECTION I – COVERED AUTOS:
1. "Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

F. HIRED AUTO PHYSICAL DAMAGE
The following is added to Paragraph A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Hired Auto Physical Damage Coverage
If hired "autos" are covered "autos" for Liability Coverage but not covered "autos" for Physical Damage Coverage, and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

(1) The most we will pay for "loss" in any one "accident" to a hired, rented or borrowed "auto" is the lesser of:
   (a) $50,000;
   (b) The actual cash value of the damaged or stolen property as of the time of the "loss";
   (c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

(2) An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

(3) If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.

(4) A deductible equal to the highest Physical Damage deductible applicable to any owned covered "auto".

(5) This Coverage Extension does not apply to:
   (a) Any "auto" that is hired, rented or borrowed with a driver; or
   (b) Any "auto" that is hired, rented or borrowed from your "employee".

G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT
The following replaces the first sentence in Paragraph A.4.a., Transportation Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:
We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT
Paragraph C.2., Limit Of Insurance, of SECTION III – PHYSICAL DAMAGE COVERAGE is deleted.

I. WAIVER OF DEDUCTIBLE – GLASS
The following is added to Paragraph D., Deductible, of SECTION III – PHYSICAL DAMAGE COVERAGE:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

J. PERSONAL EFFECTS
The following is added to Paragraph A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Personal Effects Coverage
We will pay up to $400 for "loss" to wearing apparel and other personal effects which are:
(1) Owned by an "insured"; and
(2) In or on your covered "auto".

This coverage only applies in the event of a total theft of your covered "auto".
No deductibles apply to Personal Effects coverage.
K. AIRBAGS

The following is added to Paragraph B.3., Exclusions, of SECTION III - PHYSICAL DAMAGE COVERAGE:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. AUTO LOAN LEASE GAP

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III - PHYSICAL DAMAGE COVERAGE:

Auto Loan Lease Gap Coverage for Private Passenger Type Vehicles

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the Schedule or Declarations for which Physical Damage Coverage is provided, we will pay any unpaid amount due on the lease or loan for such covered "auto" less the following:

(1) The amount paid under the Physical Damage Coverage Section of the policy for that "auto"; and

(2) Any:

(a) Overdue lease or loan payments at the time of the "loss";

(b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(c) Security deposits not returned by the lessee;

(d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

(e) Carry-over balances from previous loans or leases.

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV - BUSINESS AUTO CONDITIONS:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED
(ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to **WHO IS AN INSURED** (Section II):

   Any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
   a. In the performance of your ongoing operations;
   b. In connection with premises owned by or rented to you; or
   c. In connection with "your work" and included within the "products-completed operations hazard".

   Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

   The insurance provided to such additional insured is limited as follows:
   d. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
   e. This insurance does not apply to the rendering of or failure to render any "professional services".
   f. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the **LIMITS OF INSURANCE** (Section III) for this Coverage Part.

B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

   However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:
   
   (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
   
   (2) The "personal injury" for which coverage is sought arises out of an offense committed; after you have entered into that "contract or agreement requiring insurance". But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured under any other insurance.

C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

   We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that person or organization. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with such person or organization entered into by you before, and in effect when, the "bodily
COMMERCIAL GENERAL LIABILITY

injury" or "property damage" occurs, or the "personal injury" offense is committed.

D. The following definition is added to DEFINITIONS (Section V):

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

a. After you have entered into that contract or agreement;

b. While that part of the contract or agreement is in effect; and

c. Before the end of the policy period.
WHATCOM COUNTY COUNCIL AGENDA BILL

CLEARANCES

<table>
<thead>
<tr>
<th>CLEARANCES</th>
<th>Initial</th>
<th>Date</th>
<th>Date Received in Council Office</th>
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TITLE OF DOCUMENT: Award Bid 15-40 Small Sport Utility Vehicles 4WD

ATTACHMENTS: Memos from Finance and Public Works

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.)

Public Works Equipment Services is requesting approval to award bid 15-40 for the supply of two (2) 4WD small sport utility vehicles to the lowest bidder, Blade Chevrolet. The total cost is $53,481.82. This is a planned purchase and funds were approved with ASR #2015-5358.

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.
DATE:       June 24, 2015
TO:         Jack Louws, County Executive
FROM:       Brad Bennett, AS Finance Manager
SUBJECT:    Award of Bid #15-40, Small Sport Utility Vehicles 4WD

- Background & Purpose

Bids were duly advertised for two or more small sport utility vehicles. These vehicles are additions to the fleet, and will be used by the River & Flood Division of Public Works. One response was received on Tuesday May 5, 2015, and is noted below.

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Model</th>
<th>Base Price</th>
<th>Sales Tax</th>
<th>Total</th>
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</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Each</td>
<td>2 Qty</td>
<td></td>
</tr>
<tr>
<td>Blade Chevrolet</td>
<td>2015 Chevrolet Equinox LT</td>
<td>24,646.00</td>
<td>49,292.00</td>
<td>4,189.82</td>
</tr>
</tbody>
</table>

Public Works ER&R is requesting approval to award to the lowest bidder, Blade Chevrolet, in the amount of $53,481.82.

- Funding

Funds for this purchase were approved with ASR #2015-5358 (Flood – 2 vehicles). I concur with this request.

[Signature]

AS Finance Manager

Approved as recommended:

--------------------------------------------
County Executive

Date of Council Action ___________________
MEMORANDUM

To: Brad Bennett, AS Finance Manager
Through: Jon Hutchings, Public Works Director
From: Eric L. Schlehuber, PW Equipment Services Manager
Date: June 24, 2015
Re: Bid #15-40, Small Sport Utility Vehicle 4WD

- Requested Action
After researching costs of small sport utility vehicles, I am requesting Executive and Council approval to purchase two 2015 Chevrolet Equinox Small SUVs under ASR2015-5358 (Flood) from Blade Chevrolet of Mount Vernon, Washington.

<table>
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<tr>
<th>DEPARTMENT</th>
<th>REPLACE UNIT</th>
<th>MAKE / MODEL</th>
<th>EST. MILEAGE</th>
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<td>Addition</td>
<td>ASR2015-5358 (Flood)</td>
<td>***</td>
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<tr>
<td>Flood</td>
<td>Addition</td>
<td>ASR2015-5358 (Flood)</td>
<td>***</td>
</tr>
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</table>

- Background and Purpose
These units were approved as additions under ASR2015-5358 (Flood) in the Equipment Rental and Revolving Capital Equipment to be used by the Whatcom County Public Works Department. Bids were duly advertised for the supply of two or more 2015 small sport utility vehicles. The Flood Division of the Public Works Department will use these vehicles regularly for the performance of county business. One bid response was received Tuesday, May 5, 2015. Listed below is the detailed bid tabulation for the sole responsive bid.

<table>
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<tr>
<th>VENDOR</th>
<th>MAKE / MODEL</th>
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<th>PRICE EACH</th>
<th>SALES TAX TOTAL (8.5%)</th>
<th>EXTENDED TOTAL</th>
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</thead>
<tbody>
<tr>
<td>Blade Chevrolet</td>
<td>2015 Chevrolet Equinox LT</td>
<td>2</td>
<td>$24,646.00</td>
<td>$4,189.82</td>
<td>$53,481.82</td>
</tr>
</tbody>
</table>

- Funding Amount and Source
This amount has been budgeted during in the 2015-2016 Budget process. I am requesting Executive and Council approval to purchase these units from Blade Chevrolet in Mount Vernon, Washington for the price of $24,646.00 per unit for a total of $49,292.00 for two units, plus 8.5% sales tax of $4,189.82 for a total amount of $53,481.82.

- Recommendation
Please approve this purchase and forward to the Executive and the Whatcom County Council for approval at the July 7, 2015 Whatcom County Council Meeting. Please contact Eric L. Schlehuber at extension 50607, if you have any questions or concerns.

Enclosures
<table>
<thead>
<tr>
<th>CLEARANCES</th>
<th>Initial</th>
<th>Date</th>
<th>Date Received in Council Office</th>
<th>Agenda Date</th>
<th>Assigned to:</th>
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</thead>
<tbody>
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<td></td>
<td>Brenner</td>
<td>6/29/2015</td>
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<td>Public Works Com</td>
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**TITLE OF DOCUMENT:**
Orthomolecular Medicine: Effective Treatment for Mentally Ill Inmates

**ATTACHMENTS:**

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

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

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

<table>
<thead>
<tr>
<th>Related County Contract #:</th>
<th>Related File Numbers:</th>
<th>Ordinance or Resolution Number:</th>
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</table>

**Please Note:** Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County's website at: [www.co.whatcom.wa.us/council](http://www.co.whatcom.wa.us/council).
NUTRITIONAL MEDICINE TODAY CONFERENCE REPORT

The 2007 Nutritional Medicine Today Conference in Toronto, April 20-22, was our biggest yet with over 250 in attendance. The conference excelled in presenting exciting developments in mental health and orthomolecular medicine; we report here some of the highlights.

Aileen Burford-Mason, PhD

Aileen Burford-Mason is a nutritional practitioner with a wealth of experience treating people with addictions. She presented a wide-ranging talk on the mechanisms of alcohol, nicotine, food and drug addiction.

Addictions fall along a spectrum from casual to intensive to compulsive. The biochemical triggers of cravings are among the prime targets of orthomolecular treatment. Cravings, Dr. Burford-Mason explained, are the manifestations of "reward pathways" whose roots reach back in evolution and reinforce certain survival behaviours. Every culture adopts certain substances and practices which stimulate reward pathways, and our culture's stimulants of choice are dominantly alcohol, nicotine and food which is designed to stimulate rather than nourish.

Studies by the National Institute for Drug Addiction show that the potential for relapse for recovered addicts persists indefinitely even after the acute cravings subside following a few weeks of sobriety. The internal triggers are the target of her therapies and Burford-Mason uses B-vitamins, amino acids, which form neurotransmitters, and essential fatty acids, which make up neuron structures.

Nicotine, for example, mimics the neurotransmitter, acetylcholine (ACh), which is formed from dietary choline. Because nicotine may be substituting for ACh, adding high quality lecithin sources such as egg whites and liver can lessen the relapse triggers for ex-smokers.

Addictions also appear to be interdependent. Smokers who substitute nicotine for their low brain choline find that recovery from alcohol dependence is much harder, because some of the reward pathways of both substances overlap. All the addictions of an individual must be looked at to ensure success in recovering from each one.

When addicts use substances to stimulate reward pathways, the body naturally downregulates the receptors. Quitting the substances induces a chronic understimulation of a reward pathway. Burford-Mason helps addicts to recover by using nutritional substances to lessen the understimulation, thus lessening the chronic empty feelings and the risk of triggering a relapse.

William Shaw, PhD

William Shaw is the director of the Great Plains Laboratory, an orthomolecular resource center which treats conditions such as autism, ADHD and Down's Syndrome nutritionally. He spoke about the role oxalates and candida play in mental health. Oxalates are naturally-
NMT REPORT cont'd

occurring organic acids found in plants, animals and humans. When present in excess quantities, they can have negative health consequences. Oxalates are present in all tissues including the brain, where they impair mental function. They also foster abnormal candida overgrowth in the gut, and act as powerful chelating agents, sequestering mercury and lead which poison the brain. They can reach such high concentrations in the body that they precipitate into crystals and cause musculoskeletal problems.

Special low-oxalate diets can greatly improve childhood autism. As powerful accumulators of heavy metals, oxalates can inhibit the uptake of vitamins essential to cognitive functioning, thus, autistic children may find little change in their plasma vitamin levels after supplementation until they first reduce the oxalate levels.

Dr. Shaw then debunked what seems to be the only accepted claim about oxalates—namely that vitamin C increases their levels and causes kidney stones. New data has shown this to be false. One study of 45,000 men over 6 years showed no hint of increased kidney stone formation. Studies using high doses of vitamin C in autism not only showed therapeutic improvements but actually resulted in decreases in tissue oxalates.

Common nutritional strategies Dr. Shaw recommends are the use of low-oxalate diets along with supplementation. Particularly recommended are the citrate forms of calcium and magnesium as well as vitamin C, vitamin B₆, and arginine which compete with oxalates for absorption in the gut. Probiotics are also essential to address opportunistic fungal overgrowths in the gut implicated in mental illnesses. The hidden world of oxalates may explain the great difficulty and variable results of past nutritional interventions in treating autism.

Harold Foster, PhD

Harold Foster PhD, gave a presentation adapted from his book What Really Causes Alzheimer's Disease? He began by describing Alzheimer's as "death by a thousand subtractions" meaning that those afflicted undergo "retrogenesis" and lose their faculties in the reverse order that they were acquired in childhood. The memory loss parallels the destruction of nerve myelin in the order it was laid down in youth. Dr. Foster also described in detail the two key features in Alzheimer's—tangles of tau proteins and plaques of beta amyloid proteins.

Geographical demographics appear to point away from a single gene and toward a combined genetic/environmental link. Recently discovered apoE genes associated with the disease are distributed evenly throughout the world and yet the disease flourishes in some countries and is virtually absent in others. Although immigration can't affect one's genes, it can indeed affect one's chances of getting the disease, as Japanese immigrants to the USA have demonstrated. Also compelling are the studies which show reversals of memory decline in Alzheimer's patients given a regime of vitamins.

Dr. Foster proposes a trinity of factors which cause Alzheimer's. A person with certain inherited genes is vulnerable when they live in areas where soil nutrients like calcium and magnesium are low and where an environmental contaminant called monomeric aluminum is high. In such situations, vulnerable persons may uptake aluminum in the place of calcium and magnesium. Aluminum can act as a substitute for calcium or magnesium in certain enzymes and when this occurs, the damaged enzymes may provoke the neuronal damage such as plaques and tangles.

Dr. Foster believes that a national strategy for treating Alzheimer's must focus on the source of the problem—the environment. We must reduce the needless and indiscriminate use of aluminum in fertilizers, food enhancing agents and water treatment plants which work their way up the food chain. Where water and soil deficits of calcium and magnesium exist, we must fortify selected foodstuffs to uniformly provide adequate calcium and magnesium. This dual strategy, according to Dr. Foster, can ward off accidental aluminum uptake in those who are vulnerable. For those at the early stages, benefits can come from immediate supplementation of calcium, magnesium along with B vitamins and vitamins C and E.

James Greenblatt, MD

Dr. James Greenblatt is the founder and director of Comprehensive Psychiatric Resources. He spoke about the ortho-molecular advances in the treatment of pediatric and adult obsessive compulsive
disorder (OCD). OCD places great burdens on society—it's the fourth most common psychiatric disorder and the tenth leading cause of disability in the world.

Obsessions and compulsions are the hallmark of OCD, and their presence invades self-image, relationships, career, life satisfaction, emotional expression, parenting, and many other life areas. It is often co-morbid with schizophrenia, ADHD and depression and recovery does not often exceed 20%.

Dr. Greenblatt was excited about the great improvements obtainable in these severely debilitated patients by using a select few nutrients. He uses two extensively: inositol, a naturally occurring nutrient involved in cellular mediation of signal transduction and metabolic regulation; and 5-HTP the precursor of serotonin, a neurotransmitter involved in mood, appetite and sleep. Another important aspect of his practice is digestive enzyme therapy which is indicated when peptide testing of patients show a malfunction of the protein digesting enzyme DPP4. A deficit of this enzyme's activity appears common in autism and OCD and without it, partially digested proteins such as gluten and casein may leak into the blood in odd configurations. These fragments mimic complex molecules such as endorphins and can interfere with opioid receptors to cause behavioral symptoms.

Dr. Greenblatt cited several of his case studies using inositol supplementation. One adult patient with strong garbage-hoarding compulsion required a detailed investigation of his biochemistry. Inositol and 5-HTP had minimal effects but when the patient was given a peptide test, he was found to have a deficiency of DPP4. Dr. Greenblatt eliminated wheat from the diet and prescribed enzyme formulas like Enzyme to help metabolize carbohydrates, fats and proteins, and SerenAid which helps to inactivate the milk and wheat digestive products, caseinorphins and glutamorphins, that adversely affect the nervous system. Dr. Greenblatt's goal is to bring these simple interventions to a mental health field dominated by the pharmaceutical mindset.

Marty McKay, PhD

Dr. Marty McKay is a Clinical Psychologist who has been practicing in Toronto since 1976. She has worked as a consultant to governmental agencies, notably Children's Aid societies, and social and rehabilitation services. Dr. McKay began by describing her involvement in a CBC film "Finding Normal" which documented the incredible odyssey of "Jay," through the child welfare and psychiatric bureaucracy where he was subjected to abuse, multiple non-existent psychiatric diagnoses, and powerful drug treatments which almost cost him his life. In the end, he was rescued by Dr. McKay and brought back to health.

She made many friends and a few enemies after the airing of the exposed and said that the case of Jay is not an anomaly. Through various flaws and a collective lack of responsibility in the medical, legal and child welfare system, children who are the victims of abuse understandably show symptoms of anxiety, fear, and anger but are being "diagnosed" as mentally disordered. Through these judgements children get stuck with the labels which are subject to constantly changing regimes of powerful psychiatric drugs. Dr. McKay calls these drugs chemical straitjackets which are being used to control children's behaviour under the guise of treatment.

How did we get to this sad state of child care? Largely by our government ceding control to powerful pharmaceutical interests. Dr. McKay warned that the labelling is often done by people with a vested interest in child compliance, such as group home workers who can simply fill out a checklist that makes a child appear mentally ill. The child is then referred for psychological assessment to "confirm" the checklist, followed by a prescription from a staff psychiatrist. Legally bound to take a powerful drug regime, the child soon develops new psychiatric side effects. Thus begins an endless cycle of iatrogenic mental illness from which it is almost impossible for the child to escape.

Dr. McKay invoked Occam's Razor, the principle which states "when you have two competing theories which make the same predictions, the one most logical and simple is probably correct." In this case, children who are abused and neglected, taken from their homes and put in foster care are likely to be upset, rather than suffering from a mysterious simultaneous onset of Tourette's, OCD, ADHD, schizophrenia or bipolar disease requiring half a dozen medications.
NMT REPORT cont'd

Dr. McKay closed with an impassioned plea for us to get second opinions, question and refuse to “go along to get along” with the medical profession. We should embrace orthomolecular medicine because it aims to cure, and shun psychiatry whose goal is “management”—a state where the goal is to become obedient consumers of pharmaceutical product lines.

Abram Hoffer, MD, PhD

Abram Hoffer was the last to take the podium with his talk on children and orthomolecular medicine and recalling Marty McKay’s little patient, Jay he added accounts of his own cases of children he had treated early in his career. They too were very ill, but recovered with orthomolecular therapy and went on to lead full lives and careers. Dr. Hoffer explained that the common and fortunate factor in these cases of long ago was that the labelling tyranny of the DSM-IV and its attendant drugs had not yet come into existence—just loose ad lib labels like retardation and dementia were used. Even though the complex dietary interventions had not yet come into vogue, plain old vitamin B3 and vitamin C seemed to work wonders.

Dr. Hoffer then recounted his own start over half a century ago in Saskatchewan as chief of psychiatry and his collaboration with Humphrey Osmond, his first clinical trials with schizophrenic patients and the great success with niacin which soon grew into a considerable body of eight double-blind clinical trials. In these early trials patients recovery rates doubled from 35% to an astonishing 70%. Some attempted to repeat the studies and failed due to poor methodology, but when Hoffer’s protocols were followed, as they were in the National Institute of Medicine Study, the doubling of recovery rates was confirmed.

Reflecting back, Dr. Hoffer said that after running for 50 years, at first with the early pioneers, and now with the second wave of advocates now joining us, he would soon have to retire from the race. He thanked many of us personally for our efforts and hoped that the new generation of runners will carry orthomolecular medicine into the future.

—Greg Schilhab

ABRAM HOFER HONORED AT LIFETIME ACHIEVEMENT AWARD GALA

Margot Kidder welcomes Dr. Abram Hoffer on stage.

Dr. Hoffer is led to the podium by Steven Carter, Executive Director of the ISF, to address the Gala.

Shirley Douglas, actress, activist and long time friend and supporter of Dr. Hoffer.

On the evening of April 19, friends, colleagues and supporters from around world joined together in the Fairmont Royal York Hotel’s storied Imperial Ballroom in Toronto for a wonderful evening of food and drink, images, music, recollections and tributes—all in celebration of the lifetime achievements Dr. Abram Hoffer. Margot Kidder hosted the Gala, held in tribute to the decades of real hope that Dr. Hoffer has given to those living with mental illness. Greetings from Stephen Harper, Prime Minister of Canada, and Michaelle Jean, Governor General, were read to the Gala. Among the 250 guests were Ontario MPP Monty Kwinter, City Counsellor Howard Moscoe and internationally renowned concert pianist Anton Kuerri, who played Schubert and Beethoven for a rapt audience. Tributes were heard from Andrew Saul, Gert Schuitemaker, Robert Sealey, and ISF Chair Jack Kay.

The evening was capped off with a short biographical film, "A Life in Pictures" (produced by the NM&H editors in their off hours), tracing Dr. Hoffer’s remarkable journey of his beginnings in a hardscrabble rural Saskatchewan hamlet, across 90 years to the present, as the head of the International Schizophrenia Foundation. In her tribute to her father, Miriam Hoffer provided a tender and humourous glance into the warmth and love of their personal lives. This was a gala not to be missed, but if you were not among those present, commemorative Tribute Books from the evening are available from the ISF.

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Orthomolecular Medicine Today

APRIL 24 - 26
TORONTO
Fairmont Royal York Hotel

Experience the best education for health care professionals in many areas of Orthomolecular Medicine at our 44th Annual International Conference. Thirteen internationally known physicians and researchers will present five sessions over three days on current advances in general orthomolecular medicine, cardiology, psychiatry, and oncology.
Orthomolecular Medicine, conceptualized by double Nobel laureate Linus Pauling, is the practice of optimizing health and treating disease by providing, according to individual biochemistry, correct amounts of vitamins, minerals, amino acids, essential fatty acids and other nutrients which are natural to the body's environment.

The Orthomolecular Medicine Today Conference is a continuing education event for MDs, PhDs, Pharmacists, NDs, RNs, and other health professionals. Leading physicians and researchers will present five sessions on current advances in orthomolecular psychiatry, oncology, cardiology, and general medicine. To complement your educational experience, the Conference features an exhibit area for North America's leading manufacturers and suppliers of orthomolecular products and services. The Conference is presented by the International Society for Orthomolecular Medicine, which brings together orthomolecular associations now established in 20 countries around the world. The orthomolecular research initially done on nutrition in relation to mental health has expanded over the years to all areas of health care from cardiovascular disease to cancer, from AIDS to Alzheimer's. This work has been published since 1968 in the Journal of Orthomolecular Medicine. The ISOM and its affiliates sponsor professional and public education programs, including the Orthomolecular Medicine Today Conference, now in its 44th year.

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Toronto, Canada's cultural capital, is a cosmopolitan, sophisticated, dynamic city offering its visitors a myriad of exciting activities. Toronto has grown up around the elegant Fairmont Royal York Hotel where you'll discover the best in theatre, galleries, shopping, sports and restaurants, and the nearby vibrant Harbourfront, just steps away from its famous doors in the heart of Canada's metropolis.

To make your room reservation at the Fairmont Royal York Hotel book online at: https://resweb.passkey.com/go/omt2015 or phone toll free 1(866) 540 4489 by March 22 to receive the special Orthomolecular Group rate of $219 per night, single or double.
Principles That Identify Orthomolecular Medicine
A Unique Medical Specialty
Richard A. Kunin, M.D.1

In 1968 Linus Pauling coined the word "Orthomolecular" to denote the use of naturally occurring substances, particularly nutrients, in maintaining health and treating disease. At that time megadose niacin therapy for schizophrenia and dietary treatment of "hypoglycemia" were the major focus of the movement. Since then Orthomolecular psychiatry and medicine have emerged as a distinct and important specialty area in medical practice.

In the meantime, other medical movements have sprung up out of the public demand for Hope in the face of a worsening epidemic of cancer, heart attacks and mental illness and in response to the outcry against adverse effects of modern medical treatments and invasive diagnostic and intensive care procedures.

Alternative therapies have come forward to fill the vacuum left by modern Medicine, which failed to provide effective treatments for the major epidemic diseases and in protest against Medicine's over-reliance on pharmacology, for the drug treatments seem to have fostered the epidemic of drug-dependence which is the major epidemic of our time. The public majority were ready for a new medicine based on non-toxic, non-invasive, "natural" medicines to go with the re-discovered "natural foods".

Holistic medicine became a rallying point for the New Medicine by putting nutrition, exercise and meditation ahead of surgery, radiation and drugs. It was an answer to the adverse effects of MegaMedicine, the cut burn and poison approach to "health". And, since holistic medicine did not focus on basic science data, it did not force a paradigm shift in the medical establishment.

Orthomolecular, on the other hand, because it is identified with Linus Pauling, our greatest living scientist, and because it rests on vast body of research in the basic and clinical sciences, does force a major revision in medical thinking. Nutrition, which has been the stepchild of medicine and generally considered a dead issue in medicine, suddenly is at the crux of this new medical movement.

No wonder then, that Orthomolecular became a buzzword to the medical establishment, who saw it only as megavitamins and judged it as quackery. By contrast, the word, Holistic, became the subject of numerous symposia and journal articles, welcomed by editors eager to promote the image of modern Medicine as a progressive and responsive institution.

But as it gained supporters, Holistic Medicine also gained additional theories and practices, some of dubious value, some downright unscientific. Even the most broad-minded and liberal-minded editor had to recoil from permitting such things as psychic healing and kinesiology within the pages of a refereed journal.

Soon the word "Alternative" came to replace Holistic in the medical journals. Now the establishment could pick and choose individually between the various therapies that had gathered under the holistic umbrella; nutrition, biofeedback, chiropractic, acupuncture, herbalism, homeopathy, massage, hypnosis, iridology, kinesiology, astrology, psychic healing and other intuitive therapies, to name a few.

The orthomolecular movement was faltered with identity confusion and, in fact, many of our own members seem to have chosen Holistic as their preferred badge-word. This is good for the short run, I agree; it is attractive to patients and profitable while being non-controversial and safer professionally as well.

In the long run, however, I think Holistic Medicine has no future. It has already lost its identity, except as a clearing house for medical novelty. Most important, because it does not identify strongly with science it has lost...
credibility.

Meantime, Orthomolecular Medicine retains its scientific reason for being: its basic science foundations of nutrition, biochemistry and clinical nutrition have grown at a prodigious rate. Megavitamin niacin therapy, which was once considered dangerous and controversial in treating schizophrenia, is now the standard of care in the hyperlipidemias. What began as a megavitamin therapy now employs a broad database and a variety of therapies applicable to numerous medical and psychiatric conditions.

It is ironic that this positive growth of Orthomolecular science and therapy has actually clouded the identity of the Orthomolecular movement. On the one hand we are confused with Holistic Medicine; on the other we are seen only as the avant garde of orthodox Medicine. In hopes of defining our true identity, let me update the concept of Orthomolecular Medicine as a new medical specialty.

First of all, the orthomolecular data base rests strongly on the following areas of scientific knowledge: 1. nutrition, 2. biochemistry, 3. cell biology, 4. physiology, 5. general medicine, 6. immunology, 7. allergy, 8. endocrinology, 9. pharmacology, 10. toxicology, 11. gastroenterology, 12. parasitology, 13. nephrology, 14. physical medicine and manipulation therapies, 15. dentistry, 16. veterinary science, 17. food science, 18. agriculture, 19. climatology, 20. medical politics.


All of the orthomolecular practice rests on a foundation of basic science advances in biochemistry, biophysics, physiology, psychophysiology and ecology. We do not eschew drug therapy or pharmacology; but we do recognize their limitations and their potential for toxicity. Orthomolecular knowledge gives a greater choice of benefits for our patients and with less risk of adverse effects.

Aside from these areas of interest, there are by now some well defined beliefs and that also distinguish the orthomolecular practitioner from orthodox health practitioners. These principles actually are an integral part of our professional identity: knowledge of science and therapeutic approach being thought of as our Ego, these make up our professional conscience.

The desire to be in the avant medical progress, to share the excitement of discovery, no doubt, is a major source of motivational energy or libido, our τύπος as it were. No, the love of our grateful patients is not we are privileged to heal and this must be the ultimate motive.

At any rate, I think you will agree orthomolecular professional is a different breed in the 20th century than our forebears. With the present-day practitioners of orthodoxy and our Hippocratic oath, the ortho-identity confers upon us additional responsibilities. Hippocrates first rule was: "Primum non nocere," i.e. "first, do no harm." Orthomolecular practice have less to do with the primacy of that rule, for it is already implied in the essence of Orthomolecular practice: "put nutrition first."

Here is a list of 15 principles that is "spirit" of Orthomolecular Medicine:

1. Orthomolecules come first in diagnosis and treatment. Knowledge of nutrition and the use of nutrients, hormones, vitamins, dietary supplements and their naturally occurring molecules is essential to the practice of medicine.

2. Orthomolecules have a low priority. Nutritional deficiencies are relatively common, and they generally respond to treatment, so that orthomolecular therapy is a logical and effective complement to the practice of medicine.

3. Laboratory tests are not always necessary and blood tests do not necessarily indicate nutrient levels. Within the context of the individual patient, understanding the patient's body and its response to treatment is critical.

4. Biochemical individuality is the essence of Orthomolecular Medicine. The search for optimal nutrient levels is a practical issue. Megadoses, larger than the recommended daily allowance, of nutrients, are often effective, can only be determined by the practitioner. Dose titration is indicated in other instances.
responsive cases.

5. The Recommended Daily Allowance (RDA) of the United States Food and Nutrition Board are intended for normal, healthy people. By definition, sick patients are not normal or healthy and not likely to be adequately served by the RDA.

6. Environmental pollution of air, water and food is common. Diagnostic search for toxic pollutants is justified and a high "index of suspicion" is mandatory in every case.

7. Optimal health is a lifetime challenge. Biochemical needs change and our Orthomolecular prescriptions need to change based upon follow-up, repeated testing and therapeutic trials to permit fine-tuning of each prescription and to provide a degree of health never before possible.

8. Nutrient related disorders are always treatable and deficiencies are usually curable. To ignore their existence is tantamount to malpractice.

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<th>FACTOR</th>
<th>ORTHOMOLECULAR</th>
<th>ORTHODOXY</th>
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<td>pharmacology</td>
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<td>UNPROVEN REMEDY</td>
<td>safety first</td>
<td>hazy on diet, ecology</td>
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<td>INDIVIDUAL BASIS</td>
<td>often useful on individual basis</td>
<td>and toxics factors</td>
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<td>DOUBLE-BLIND STUDIES</td>
<td>false negatives occur; good treatment is lost</td>
<td>efficacy first</td>
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<td>PATIENT REPORTS</td>
<td>usually correct</td>
<td>always quackery; do not use — too risky</td>
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<td>patient is educated and responsible</td>
<td>infallible standard of proof; accept no therapy without it</td>
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<td>PLACEBO EFFECT</td>
<td>useful adjunct</td>
<td>unreliable data</td>
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<tr>
<td>MEGAVITAMINS</td>
<td>safe, effective medical therapy</td>
<td>patient is ignorant and incompetent</td>
</tr>
<tr>
<td>INCURABLES</td>
<td>treat; offer hope</td>
<td>suspect, dishonorable</td>
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9. Don't let medical defeatism prevent a therapeutic trial. Hereditary and so-called 'incurable' disorders are often responsive to Orthomolecular treatment.

10. When a treatment is known to be safe and possibly effective, as is the case in much of Orthomolecular therapy, a therapeutic trial is mandated.

11. Patient reports are usually reliable. The patient must listen to his body. The physician must listen to his patient.

12. To deny the patient information and access to Orthomolecular treatment is to deny the patient informed consent for any other treatment.

13. Inform the patient about his condition; provide access to all technical information and reports; respect the right of freedom of choice in medicine.

14. Inspire the patient to realize that Health is not merely the absence of disease but the positive attainment of optimal function and
well-being.

15. Hope is therapeutic and orthomolecular therapies always are valuable as a source of hope. This is ethical so long as there is no misrepresentation or deception.

The preceding tabulation further clarifies the role of Orthomolecular Medicine in relation to medical orthodoxy.

The essentials boil down to 7 cardinal rules:
2. Drug treatment is used only for specific indications and always with an eye to the potential dangers and adverse effects.
3. Environmental pollution and food adulteration are an inescapable fact of modern life and are a medical priority.
4. Biochemical individuality is the medical practice; therefore sterotyped values are unreliable nutrient guides.
5. Blood tests do not necessarily reflect levels of nutrients.
6. Nutrient diagnosis is always difficult due to nutrient related disorders in a treatment responsive or curable.
7. Hope is an indispensable al physician and an absolute right of the patient.

Finally, let me repeat, that our point and badge-word must be “Orthomolecular”, a landmark concept that ceases to exist and threatens nutritional science and our science of health and disease.
Supports Smith for county treasurer

Brian Smith should be given strong consideration for Whatcom County Treasurer.

Having served him on the Lynden School Facilities Committee and the Bond Advocacy Committee, I support his qualities of leading with integrity, efficiency and ensuring satisfaction among all participants.

Brian's commitment to giving back to the community, mailed, punitive fines that I believe only breed anger and disrespect for the laws that protect us as a community.

ATS, and its competitor Redflex (who even sue each other), are because of decreasing revenue as more and more communities kick them out (recently Los Angeles and Houston). Redflex, however, has currently increased its revenues by more than 50 percent with two new cash cows: the repressive regimes of Saudi Arabia and Abu Dhabi. Is that who we wish to emulate? Yes on I-2011-01.

Elliott Fine
Bellingham

Concerned about coal business practices

The coal destined for SSA Marine's proposed export terminal at Cherry Point is coming from the Powder River mine in Wyoming. Why is Rio Tinto, an Anglo-Australian corporation, allowed to extract our natural resources, ship them offshore and sell them at exorbitant profits without compensating American citizens?

Rio Tinto purchased the coal businesses of Peabody Energy Corp. in 2001. In 2009, according to the BBC, six Rio Tinto employees were arrested in Shanghai and sentenced to seven and 14 years in prison for taking bribes and stealing

Suggests another path to mental health

A letter appeared in the Oct. 12 Bellingham Herald throwing around dubious, unfounded statistics on the recovery rate brought about by psychoactive drugs for mental illnesses. I believe synthetic drugs and talk therapy are a miserable failure. Patients haven't really recovered; they're just turned into life-long customers. This palliative care brings in enormous profits for those running the mental health care system.

Thanks to the 60-plus years that drug companies have been brainwashing us, most Americans believe mental illnesses are incurable.

Well, of course, they're incurable if you're only suppressing the symptoms. American mental health care is the equivalent of treating pneumonia with cough syrup.

When the cough stops, has the patient really recovered? Of course not. He has merely been turned into a customer for life, unable to live well without his syrup.

Real recovery means restoring one's mental health back to normal and is called orthomolecular/functional medicine. Psychiatric patients are denied this medical care, including the lab tests and nutritional medicine, which I believe normalize their biochemistry. Many people, including my family member, have escaped the hell of the psychiatric industry by truly recovering with the aid of a naturopathic doctor who knows orthomolecular medicine.

Anna Martin
Bellingham

Backs Sheriff Elfo for re-election

I moved to Lummi Island 10 years ago and one of the first county officials I met was Sheriff Elfo. He responded personally to our road safety concerns on the island. I lived in King County for over 30 years and was surprised to have a personal response from the Whatcom County sheriff.

As a volunteer firefighter/EMT for Fire District No. 11, I had the opportunity to work with the sheriff's department on a few of our 911 calls. And again, the response was quick and efficient.

These experiences made my decision to work on Sheriff Elfo's re-election campaign committee an easy one. For the past few months I have had the opportunity to work with Bill as he dealt with the responsibility of a full-time job and the duties of the sheriff.

Linda Santini
Bellingham
Suicides Outpacing War Deaths for Troops

By TIMOTHY WILLIAMS
Published: June 8, 2012

The suicide rate among the nation's active-duty military personnel has spiked this year, eclipsing the number of troops dying in battle and on pace to set a record annual high since the start of the wars in Iraq and Afghanistan more than a decade ago, the Pentagon said Friday.

Suicides have increased even as the United States military has withdrawn from Iraq and stepped up efforts to provide mental health, drug and alcohol, and financial counseling services.

The military said Friday that there had been 154 suicides among active-duty troops through Thursday, a rate of nearly one each day this year. The figures were first reported this week by The Associated Press.

That number represents an 18 percent increase over the 130 active-duty military suicides for the same period in 2011. There were 123 suicides from January to early June in 2010, and 133 during that period in 2009, the Pentagon said.

By contrast, there were 124 American military fatalities in Afghanistan as of June 1 this year, according to the Pentagon.

Suicide rates of military personnel and combat veterans have risen sharply since 2005, as the wars in Iraq and Afghanistan intensified. Recently, the Pentagon established a Defense Suicide Prevention Office.

On Friday, Cynthia Smith, a Defense Department spokeswoman, said the Pentagon had sought to remind commanders that those who seek counseling should not be stigmatized.

"This is a troubling issue, and we are committed to getting our service members the help they need," she said. "I want to emphasize that getting help is not a sign of weakness; it is a sign of strength."

In a letter to military commanders last month, Defense Secretary Leon E. Panetta said that "suicide prevention is a leadership responsibility," and added, "Commanders and supervisors cannot tolerate any actions that belittle, haze, humiliate or ostracize any individual, especially those who require or are responsibly seeking professional services."
of their schizophrenic patients have recovered. Psychiatrists, however, are often bitterly opposed to this treatment, arguing that it delays psychotherapy.

No one who has talked to many of Dr. Hoffer’s patients or their parents could fail to be impressed by him. Recently a charming woman, obviously of superior intelligence, told me of her recovery under his care. Her illness had set in when she was only six, and for 25 years she had been in and out of mental hospitals. She spoke of her constant fears and depressions; of her desire to take her own life; of her terror that she might murder her own beloved young daughter; of the deep shame she had realized her family felt because of her; of her awareness each morning on awaking that her mind could not be depended upon. “That,” she added, “is the ultimate insecurity.” Her years of intense suffering could scarcely be imagined; yet Dr. Hoffer had given her a new life.

You would scarcely have held back tears had you listened to a mother telling me about her only son, a handsome college athlete with the highest scholastic rating in his class. After grueling examinations and inhuman stress, he lay in a stupor, seemingly unable to hear or talk, tearing off his clothes, and urinating and defecating where he lay. After months of despair, they learned of Dr. Hoffer’s research, and the boy’s health was restored. Later I talked with this delightful young man, now launched on a successful career. He told me how he had relapsed when he had grown tired of taking pills, and of his devastating lethargy, bewilderment, depression, and confusion. He quickly assured me that he expected to adhere to an excellent diet and the high niacin intake as long as he lived.

Schizophrenics who have been ill only a short time more often recover than persons whose illness is already of long standing. Dr. Hoffer tells of one patient, however, who had been ill for 19 years and was well 5 days after massive amounts of niacin and vitamin C were given him. Individuals susceptible to schizophrenia may have an unusually high requirement for niacin. Several investigators believe, however, that they may be unable to utilize this vitamin normally, possibly because of adrenal exhaustion. Such mental breakdowns usually occur immediately following extremely severe stress, often during adolescence when the requirements of all nutrients are high because of rapid growth.

Dr. Hoffer and his associate, Dr. Osmond, have devised an HOD test—Hoffer-Osmond-diagnostic test—for schizophrenia consisting of a long list of questions. It is considered to be a remarkably accurate method of diagnosing the illness. When this test was given to high school students, 15 per cent showed a tendency toward schizophrenia; that is, they revealed mental symptoms characteristic of a nicotinic deficiency. When given to delinquent boys and convicted prisoners, as many as 80 per cent showed definite schizophrenic tendencies. Alcoholics also have unusually high scores on this test; and an excellent diet together with massive amounts of niacin and vitamin C have been helpful to persons trying to stay sober.

Most of the murders and vicious crimes in this country are being committed by schizophrenics. Suicide, a major cause of death among college students, is extremely high among schizophrenics, yet has dropped to zero in groups given large amounts of niacin amide. It will someday be recognized that our disgraceful crime rate, our tremendous loss from suicides, and our millions of alcoholics are in part brought on by industries which, ignoring health, flood the market with overrefined and overprocessed products designed merely to make money.

Niacinamide appears not to be toxic in any quantity. Dr. Hoffer even tells of giving one mentally ill person 1,000 milligrams of this vitamin every hour for 48 hours, after which time she was well and remained so. Niacin alone or nicotinic acid alone, however, usually causes the skin to become red, flushed, and prickly for perhaps an hour after it is taken. This reaction can be frightening indeed. Unless it is prescribed by a physician, I feel that anyone wishing to take this vitamin should first make sure it is labeled niacin amide or nicotinic acid amide.

The amount of niacinamide needed by different individuals obviously varies widely. For years I have obtained excellent results, even with persons who have been mentally ill, with only 100 milligrams taken after each meal, always with yeast, liver, or other natural sources. Since learning more about schizophrenia, I would now recommend 100 milligrams of niacinamide daily for all adolescents and college students under severe stress. If large amounts of this vitamin were given delinquents and prisoners before parole, repeated offenses might be greatly decreased.

Sound nutrition affects the brain as much as it does any other part of the body. Persons whose diets are excellent not only are more mentally alert but usually find that blue Mondays can be largely avoided.
One way you can test your histamine levels is to buy some nicotinic acid (the niacin that causes the flush) in 50 mg. dose. If you have high histamine levels then you will experience a flush from only 50 mg. dose. If it takes 100 mg. to cause you to flush then you have normal (or balanced) histamine levels. If it takes from 150 mg. to 250 mg. dose of niacin to flush then you have low histamine levels.

To do this test you need to take the dose on an empty stomach. Do not try repeating this test for several hours or it may cause a flush from the accumulation of the two doses.

If you think you may have high histamine levels, then you may want to have something on hand to counter that flush. Aspirin, calcium or amylase will help to lower your histamine levels. Usually high histamine types will find the flush uncomfortable. There is nothing wrong with experiencing the flush, so you don't have to counter it if you don't have anything to use. But be aware that you should try this at home and have at least a hour or 1.5 hours to test this so you don't have a red face while out in public.

A lot of people say they can match both low and high symptoms, so it is not always easy to figure out your histamine levels from the symptom list.

Also, if you are a high histamine type then you should avoid folic acid. Some people may say that b vitamins (in a b-complex) will make them more anxious or depressed or just feel weird. This is another important indication that you may be a histadelic. Only histadelics will have a problem with some b vitamins whereas histapenias do not have problems with some nutrients making them feel worse.

William Walsh said that histadelics will feel better if they use SAMe in the beginning. SAMe has advantages over methionine at least in the beginning. But after the first several months you might be better off switching to methionine instead of SAMe because methionine is cheaper. But it is possible that some people do need both SAMe and methionine because their body can't convert the methionine into SAMe for some reason.

Dream recall is usually a good indication if you are still having problems with b6 or pyroluria. Sometimes the form of b6 is important and some people need to supplement the p-5-p form of b6.

Finding a doctor who is experienced in this field is a challenge, but you have good indications that you are either pyroluric or have imbalanced histamine levels, then it might be worth that effort.
Linda Santini  
Bellingham, WA  

April 22, 2009  

Ms. Santini,  

Thank you, very-much, for extending your patience as your inquiry was processed. Enclosed is a summary from the Congressional Research Service (CRS) of the research performed on your behalf regarding federal legislation related to orthomolecular therapy. Though the summary is brief, please be assured that the CRS staff invested significant time to make sure that the conclusions drawn are sound.

I hope this proves helpful. Please feel free to contact us again.

Best,

Tripp Williams  
Staff Assistant, Bellingham Office  

Encl. – CRS summary
Ms. Santini,

Thank you very much for your patience as this inquiry was processed. Below is a summary of the research CRS performed. The summary's brevity belies the amount of time they invested — though summation may be brief, I am confident that the staff invested significant time in conducting their research.

I hope this proves helpful. Please feel free to contact us again.

Best,

Tripp Williams
Staff Assistant, Bellingham Office
Rep. Rick Larsen (WA-2nd)
360-733-4500

>>> Ramya Sundararaman 4/10/2009 12:48 PM >>>
Hello Tripp,
Here's the email that I said I would send to you.

Federal laws do not regulate how medicine is practiced. Licensure requirements for providers is left to the states and the practice of medicine is left to providers and their licensing boards. There is no federal law preventing the use of "orthomolecular therapy." Medicare and Medicaid statutes do not mention orthomolecular therapy as a recognized treatment modality.

Please let me know if you have further questions.

- Ramya

Ramya Sundararaman, MD, MPH
Public Health Policy Analyst
Congressional Research Service
101 Independence Ave,
Washington, DC
Tel: 202-707-7285
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Film Star Margot Kidder Supports Proposed New Seattle/King County Ordinance for Mental Health

by Merrily Manthey, MS

In a stunning presentation four years to the day of her very public exposure that branded her "crazy," actress Margot Kidder spoke in person April 25 before the King County (Washington State) Council, urging support of using natural medicine to treat the mentally ill.

I suggested to Councilman Kent Pullen, PhD, that he allow Kidder to speak to the 13-member council in support of his new ordinance that is a landmark, legislative step toward improving the efficacy of King County's mental health system. The ordinance would require county mental health programs to track the progress of people in their care and report how many were made well; and designate "getting well" as the goal of treatment.

King County treated 28,000 patients with mental health diagnoses last year, spending over $82 million in what is called a "safety net" system. Another $87 million was spent for detention-related services, related to mental health. Thus, county taxpayers spent $1.7 billion in 1999 with little hope of bringing realistic improvement to the lives of those who are suffering.

"Getting well" has not been the stated goal of the county mental health system; instead, the current goal is to provide the emergency safety net for those in need. As many see it, safety nets are excellent for the short-term; however, they are not designed to get to the root cause of the problem. They just "catch" those who are "falling."

I learned through Council hearings last year that 5% of patients treated in the county's current mental health system were made well. Shocked by the dismal numbers, Pullen wants to create a paradigm shift through setting new government policy...and raise the bar.

A living example of the power of orthomolecular treatment, Kidder held up her real-life experiences with manic-depressive illness as evidence that the county should rethink its mental health policy. Pullen, a continuing advocate for natural medicine, is sponsoring the ordinance Kidder and others believes will open the door to natural treatments that address the root cause of the problem.

Kidder starred as Lois Lane in the blockbuster movie series, Superman, and she told the Council how she had been treated for mental illness for most of her life. Conventional medicine provided her with very little help, but she got completely well when she used orthomolecular medicine to treat the underlying root cause of her problem. People deserve "the right to wellness," she pointed out, "as opposed to a pharmacological lobotomy, which is usually what you get." Kidder believes the ordinance is unprecedented in North America. The Council gave her special recognition for her advocacy to help reduce human suffering.

Citing a Wall Street Journal article, New Weapons in the War on Schizophrenia, August 25, 1999, the ordinance notes that the economic cost to the United States of just one mental illness, schizophrenia, is $30-65 billion dollars per year, with 2.5 million persons afflicted. According to the NIMH, depression cost over $30 million in 1990. Present treatments for the mentally ill have generally disappointing results and are characterized as high cost Band-Aids.

The ordinance defines "well" as a person free of disability, happy, employable, and connected with friends and family; and if the person is taking medications or nutritional supplements, then the client is also free of adverse side effects. If the person is in the age range of 22-60, "wellness" includes being engaged in volunteer work, pursuing educational or vocational degrees, or employed full or part time. The person lives independently, is not receiving publicly funded mental treatment (except for occasional recommended periodic checkups), and has been discharged from the county's mental health system.

The award-winning videotape, "A Message of Hope," which documents the effectiveness of orthomolecular treatments, was the impetus for the ordinance. For more information about the videotape, contact the Foundation for Excellence in Health Care, 206-718-3334, merrily@msn.com. To receive copies of the ordinance, contact Kent Pullen, 206-296-1009.

Meet the

American Preventive Medical Association

Angels

Julian M. Whitaker, MD
Klaben Marketing/Longevity Science
Thorne Research, Inc.
ExtractsPlus, Inc.
PhytoPharmica
Doctors' Preferred, Inc.
Lane Labs
Vitaline Corporation
Wellness Health & Pharmaceuticals
Advocate International, LLC
American Biologics
Douglas Laboratories
Doctor's Data, Inc.
Anthony Harnett
McEvoy Industries, Inc.
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I. William Lane, PhD
Cartilage Consultants, Inc.
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NMT REPORT cont’d

Dr. McKay closed with an impassioned plea for us to get second opinions, question and refuse to “go along to get along” with the medical profession. We should embrace orthomolecular medicine because it aims to cure, and shun psychiatry whose goal is “management” - a state where the goal is to become obedient consumers of pharmaceutical product lines.

Abraham Hoffer, MD, PhD

Abraham Hoffer was the last to take the podium with his talk on children and orthomolecular medicine and recalling Marty McKay’s little patient, Jay he added accounts of his own cases of children he had treated early in his career. They too were very ill, but recovered with orthomolecular therapy and went on to lead full lives and careers. Dr. Hoffer explained that the common and unfortunate factor in these cases of long ago were that the labelling of the DSM-IV and its attendant drugs had not yet come into existence just loose ad lib labels like retardation and dementia were used. Even though the complex dietary interventions had not yet come into vogue, plain old vitamin B5 and vitamin C seemed to work wonders.

Dr. Hoffer then recounted his own start over half a century ago in Saskatchewan as chief of psychiatry and his collaboration with Humphry Osmond, his first clinical trials with schizophrenic patients and the great success using niacin which soon grew into a considerable body of eight double-blind clinical trials. In these early trials patients recovery rates doubled from 35% to an astonishing 70%. Some attempted to repeat the studies and failed due to poor methodology, but when Hoffer’s protocols were followed, as they were in the National Institute of Medicine Study, the doubling of recovery rates was confirmed.

Reflecting back, Dr. Hoffer said that after running for 50 years, at first with the early pioneers, and now with the second wave of advocates now joining us, he would soon have to retire from the race. He thanked many of us personally for our efforts and hoped that the new generation of runners will carry orthomolecular medicine into the future.

-Greg Schilhab

ABRAM HOFFER HONORED AT LIFETIME ACHIEVEMENT AWARD GALA

Margot Kidder welcomes Dr. Abram Hoffer on stage.

Dr. Hoffer is led to the podium by Steven Carter, Executive Director of the ISF to address the Gala.

Shirley Douglas, actress, activist and long time friend and supporter of Dr. Hoffer.

On the evening of April 19, friends, colleagues and supporters from around the world joined together in the Fairmont Royal York Hotel’s storied Imperial Ballroom in Toronto for a wonderful evening of food and drink, images, music, recollections and tributes — all in celebration of the lifetime achievements of Dr. Abram Hoffer. Margot Kidder hosted the Gala, held in tribute to the decades of real hope that Dr. Hoffer has given to those living with mental illness. Greetings from Stephen Harper, Prime Minister of Canada, and Michaëlle Jean, Governor General, were read to the Gala. Among the 250 guests were Ontario MPP Monty Kwinter, City Counsellor Howard Moscoe and internationally renowned concert pianist Anton Kuerti, who played Schubert and Beethoven for a rapt audience.

Tributes were heard from Andrew Saul, Gert Schuitemaker, Robert Sealey, and ISF Chair Jack Kay.

The evening was capped off with a short biographical film, “A Life in Pictures” (produced by the NMT editors in their off hours), tracing Dr. Hoffer’s remarkable journey of from his beginnings in a hardscrabble rural Saskatchewan hamlet, across 90 years to the present, as the head of the Internationals Schizophrenia Foundation. In her tribute to her father, Miriam Hoffer provided tender and humorous glance into th warmth and love of their personal lives. This was a gala not to be missed, but if you were not among those present commemorative Tribute Books from th evening are available from the ISF.
Film Star Margot Kidder Supports Proposed New King County Ordinance for Mental Health

From left to right:
Kent Pullen, King County councilman (elected official), natural medicine advocate, sponsor of the mental health ordinance.
Margot Kidder, Merrily Manthey, natural medicine activist, and initiator of this project
Pete von Reichbauer, Chair of the King County Council

Getting Patients Well is the New Goal of County Treatment Programs

By Merrily Manthey, M.S.

In a stunning presentation four years to the day of her very public exposure that branded her “crazy,” actor Margot Kidder urged support for a landmark ordinance about to be voted on in King County, Washington (greater Seattle). People deserve “the right to wellness,” she pointed out, “as opposed to a pharmacological lobotomy, which is usually what you get.”

On April 25, the international film star stood before Councilmember Kent Pullen, PhD, and his “customer services” committee agreeing that getting people well should be the goal of county mental health programs. Kidder also urged the use of natural medicine to treat the mentally ill.

The Canadian born actress, who starred as Lois Lane in the blockbuster movie series, Superman, told the Council that she had

http://www.margotkidder.com/mmanthey.shtml

2/17/2008
been “treated” for mental illness for most of her life. Boldly she revealed that conventional medicine provided her with very little help. But by taking charge of her own healing, discovering natural methods that dealt with the root cause of her problem, and with the help of family and friends, she got herself well.

The treatment she “discovered” and assembled on her own was, in effect, orthomolecular medicine, developed by Dr. Abram Hoffer, MD, PhD and his colleague Humphrey Osmund, MD., over 40 years ago.

I had met Margot Kidder at the orthomolecular conference held to honor Hoffer’s 80th Birthday. I mentioned to Councilman Kent Pullen, PhD, that I wanted ask the extremely articulate and knowledgeable film star to speak to the 13-member elected body in support of our new ordinance. I imagined she would make an impassioned and reasoned argument to help people change the way they view existing treatment of those diagnosed with a mental illness. Thankfully, natural medicine advocate Pullen was tremendously supportive of my idea. And I was deeply grateful Ms. Kidder agreed to come to Seattle to make the case for important change.

Her appearance generated widespread US media attention and favorable “reviews” for the concepts she was presenting. Observers said she impressed them deeply with her humanity and personal success story, and, they told me, they would never feel the same about anyone suffering with symptoms of mental distress. Through her powerful testimony, Margot Kidder made them think differently about the biochemical differences that influence good mental health.

The Council gave special recognition to Margot Kidder for her many achievements and especially for her unselfish advocacy to help reduce human suffering. (See award at www.margotkidder.com)

**King County Ordinance #2000-0294**

King County treated 28,000 patients with mental health diagnoses last year, spending over $82 million in what is called a “safety net” system. Another $87 million was spent for detention-related services, much of this related to mental health struggles. Thus, county taxpayers spent $1.7 billion in 1999 with little hope of bringing realistic improvement to the lives of those who are suffering. Over $90 million has been approved and will be spent on mental health services in King County during the present year.

The new ordinance establishes, Councilmember Pullen observed, for the first time, a way to measure outcomes on county subsidized
treatment programs. The ordinance would require county mental health programs to track yearly progress of people in their care and report how many were made well; and designate “getting well” as the goal of treatment.

“Getting well” has not been the stated goal of the county mental health system; instead, the current goal is to provide the emergency care for those in need. As many see it, safety nets are excellent for the short-term; however, they are not designed to get at the root cause of the problem. They just “catch” those who are “falling.”

I learned through public hearings in 1999 that 5% of patients treated in the county’s current mental health system were made well in the prior year. Shocked by the dismal numbers, we set out to raise the bar. The successful passage of this ordinance, Pullen notes, will “create a significant paradigm shift” in government policy. I will add here, we hope this concept will “catch fire” all across the North American continent.

Citing a Wall Street Journal article, New Weapons in the War on Schizophrenia, August 25, 1999, the ordinance notes that the economic cost to the United States of just one mental illness, schizophrenia, is $30-65 billion dollars per year, with 2.5 million persons afflicted. According to the NIMH, depression cost over $30 million in 1990. Present treatments for the mentally ill have generally disappointing results and are characterized as high cost Band-Aids.

The ordinance defines “well” and “wellness.” Being “well” means, by definition, a client who is free of disability, employable, connected with friends and family; and has a generally positive outlook on life. If the person is taking medications or nutritional supplements, then the client is also free of adverse side effects. If the person is in the age range of 21-59 years, “wellness” includes being engaged in volunteer work, pursuing educational or vocational degrees, or contributing to family support. A client in that same age range lives independently or has chosen other living arrangements to facilitate the client’s activities with respect to volunteerism, education, work or family. Being “well” means that an adult client is not receiving publicly funded mental treatment except for occasional recommended periodic checkups, and has been discharged from the county’s mental health system. A client who is well, the ordinance spells out, may be characterized as having a GAF score of 81 or above.

Videotape A Message of Hope Set the Stage

The award-winning videotape, A Message of Hope, which documents Hoffer’s work and the effectiveness of orthomolecular treatments,
was the impetus for the landmark ordinance and the personal endorsement of Margot Kidder.

For more information about the videotape, *A Message of Hope*, contact the Foundation for Excellence in Health Care, 206 718 3334, merrily@msn.com.

To receive copies of the above mentioned "ordinance", contact Merrily Manthey at (206 755 4206 or 941 255 5152) and emerrily@msn.com

###

051500

#EXEC calls have been disabled for this virtual path
Background

Second Annual Report: Recovery Model
King County Ordinance #13974

King County Department of Community and Human Services

Mental Health, Chemical Abuse and Dependency Services Division
Dependence Services Division

The ordinance required the Mental Health, Chemical Abuse and Dependency Services Division (MHADSP) to submit:

The ordinance required the Mental Health, Chemical Abuse and Dependency Services Division

The mental health system recognizes that recovery, as defined by the patient, is a process of change characterized by informed decision-making towards the goal of full recovery. This is a process to promote recovery as an achievable outcome for adult consumers of the system.

The Metropolitan King County Council passed Ordinance #13974 on October 16, 2000. This ordinance is designed to promote recovery as an achievable outcome for adult consumers of the system.

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International Guide to the World of Alternative Mental Health

http://www.alternativenewlife.com/articles/whatis.htm
Outcomes: The definitions and parameters described in the ordinance were used to develop a database that included information insufficient outcome data from which to draw valid conclusions. Most consumers served with an LT benefit receive this level of care for an extended period of time, so there is no evidence that this LT benefit serves some of our most severely mentally ill consumers. Many of whom were discharged from other LT programs. Because the LT benefit is administered under the authority of the Mental Health, Mental Retardation and Alcohol and Substance Abuse Services Board, it has not been possible to measure the impact of the LT benefit on consumers. This section provides an analysis of the outcomes achieved from the LT benefit. This report includes an analysis of the outcomes achieved from the LT benefit. Although the 2001 performance was able to use the existing consumer database when measuring performance on these outcomes.

MHCDSD was able to use the existing consumer database when measuring performance on these outcomes:

- Housing
- Employment
- Level of functioning
- MHA
- Mental Health
- Alternative Mental Health
- Employment

In addition to evaluating consumer recovery status, the ordinance requires MHCDSD to specifically evaluate certain outcome measures. These outcomes, which are central to principles of recovery and indicate involvement in adult life roles, are:

- Quality of life
- Recovery friendships
- Independence
- Volunteer work
- Full time employment
- Part time employment
- Volunteer work
- Full time employment
- Part time employment
- Mental Health
- Alternative Mental Health
- Employment
- Level of functioning

The ordinance provides definitions of "recovery categories." These definitions are:

- MHA: MHCDSD is expected to evaluate on an annual basis. The population that has MHCDSD is expected to evaluate on an annual basis. The population that has MHCDSD is expected to evaluate on an annual basis.

- Supportive services: MHCDSD is expected to evaluate on an annual basis. The population that has MHCDSD is expected to evaluate on an annual basis. The population that has MHCDSD is expected to evaluate on an annual basis.

- Reporting requirements: This report addresses the second requirement.
4 (1%) progressed to recovered
10.730 (73%) remained unchanged
5.61 (24%) recovered

2,295 clients began their benefit period as less dependent. Of these:

1 (0.04%) progressed to recovered
573 (25%) progressed to less dependent
6,43 (22%) remained dependent at the end of their benefit
7,009 clients began their benefit period as dependent. Of these:

7 (0.1%) progressed to recovered
1,948 (35%) progressed to less dependent
1,955 (35%) were dependent at exit
3,009 consumers left services. Of these:

5 (0.1%) were "recovered" at exit
1,030 (22%) ended their benefit as less dependent
6,994 (75%) ended their benefit as dependent

9,020 consumers:

5 (0.1%) ended their benefit as recovered
2,330 (25%) ended their benefit as less dependent
6,690 (75%) ended their benefit as dependent

Of the 9,020 consumers:

5 (0.1%) ended their benefit as less dependent
2,295 (25%) began their benefit as less dependent
7,009 (75%) began their benefit as dependent

Total 6,994 2330 5 9302
Less Dependent 6,994 2330 5 9302
Dependent 6,43 (22%) remained dependent at the end of their benefit
7,009 clients began their benefit period as dependent or less dependent.

Table 1. Change in Recovery Status for People Served with Outpatient Treatment Benefits

Table 1 responds to questions 1-4
As an overview, 28% of all consumers with potential to improve their activity status showed improvement by the end of their period.

- 28% (n = 936) of the consumers diagnosed with bipolar disorder improved.
- 26% (n = 2046) of the consumers diagnosed with dysthymia improved.
- 28% (n = 1,001) of the consumers diagnosed with depression improved.
- 28% (n = 1,090) of the consumers diagnosed with schizophrenia had improved activity status.

Question 6 asks: What percent of consumers have improved daily activities compared to the beginning of their benefit period?

Regardless of diagnosis, as an overview, 22% of all individuals with potential to enhance their residual status showed improvement by the end of their period.

- 28% (n = 86) of those diagnosed with bipolar disorder improved.
- 33% (n = 9) of those diagnosed with dysthymia improved.
- 28% (n = 115) of those diagnosed with depression improved.
- 18% (n = 74) of the consumers with a diagnosis of schizophrenia improved their housing status during the course of their period.

1. 99% of consumers with a diagnosis of schizophrenia improved their housing status.

Question 5 asks: What percent of consumers who began their benefit in January, 1998, did not begin their benefit with the residual status of "Independent Housing - the highest housing level ever?"

1. 99% of consumers who began their benefit in January, 1998, did not begin their benefit with the residual status of "Independent Housing - the highest housing level ever."

The category labeled "All Diagnoses" is inclusive of all consumers.

Question 4 asks: For those consumers who changed, what was the extent of progression or regression (by recovery category)?

- 82.580 (69%) progressed.
- 8.163 (88%) remained unchanged.
- 95.1 (69%) regressed.

Overall, of the 9,304 consumers: All Mental Health

alt="www.allmentalhealth.com/articles/hips.htm"
Proportion of consumers residing in independent housing: Our analysis revealed a large portion of consumers residing in independent housing (73.2\%, or 27\% of the end). This means that

with these diagnoses, details about diagnostic classifications used for this report are available on request. (schizophrenia, depression, anxiety, and alcohol disorder.) In 2002, approximately two-thirds of consumers were classified.

Diagnostic considerations: Orphanage # 13974 required outcome reporting about consumers with specific diagnosis:

- Persons for whom incomplete or invalid data was submitted regarding their housing and/or activity status
- Persons who did not complete a benefit
- Persons younger than 21 and older than 59 years of age

considerations:

This report provides recovery status information about a portion of the 33,946 individuals who received publicly funded mental health services in King County. Overall, 33,946 individuals were served by the King County mental health system during the previous calendar year. Report criteria, therefore, excluded certain individuals from the analyses of outpatient benefits. These

2002. (See Attachment 2) (Orphanage # 13974) specifically required information about individuals who completed a benefit during the previous calendar year. Report criteria, therefore, excluded certain individuals from the analyses of outpatient benefits. Those

consumer Inpatient:

The funding for mental health services in King County is primarily established by the state legislature.

CONCLUSION

Treatment effect of other factors.

not clear whether improvement of deterioration in the outcome measures related to the cyclical nature of mental illness.

Conversely, 22\% had a decline in their GAF score, OR a decreased residential status, OR a decrease in their activity status. It is

these elements is used to describe the composite definition of "recovered" in the orphanage.

29\% (n = 2,999) have an improved GAF score OR an improved activity status; OR an improved activity status. Each of

52 (n = 427) improved their residential status. Consumers included in this report:

While few consumers reached the status of recovered, many more did demonstrate progress toward recovery. Of the 9,722

Benefit, regardless of diagnosis.
Vocational initiatives planned for 2003 include issuing a Request for Proposal (RFP) and a subsequent contract for establishment above.

- Application to the Department of Vocational Rehabilitation for Innovation and Expansion Start-up funds for the centers described.
- Assurance that vocational services will be based upon evidence-based practices.
- Benefits of all policies regarding mental illnesses and work, including claims, the state’s, medical staff, and management support.
- A recommendation of the MH/ADD mission statement to emphasize the value of vocational services and the commitment to vocational services in mental health programs.
- Stakes of employment in recognizing the value of the pillars of recovery for people with mental illnesses.
- The following initiatives:
  - Recovery-focused on establishing a definition for recovery, consumer and family responsibility, recovery, and engagement.
  - Workshops led by consumers, providers, administrators, and public officials with the full-day conference, workshops, and roundtable.

Specific initiatives are described below:

- Implementation of the “Recovery Model”: Although challenged by numerous factors, MH/ADD’s, providers, and consumers have made improvements toward respecting attitudes and beliefs about the potential for consumers to recover from mental illnesses. These initiatives are described:
  - Maintaining their housing.
  - Addressing new residents living in various residential levels, “does not address whether the consumers are satisfied or successful in their own homes.”
  - Although people may be categorized in the data set as “independent,” in fact they may be receiving significant support from others.
  - Some group living situations will not admit low functioning persons with problematic behaviors and histories.
  - Consumers may choose to live independently to avoid the rules, expenses, or social consequences required of persons residing in supervised living situations.
  - Factors to consider: only 2892 of the consumers analyzed for this report had the potential to improve their housing; however, there are mitigating factors.
CONCLUSIONS

Housing initiatives planned for 2003 include working with stakeholders to implement the new housing policy.

Housing initiatives planned for 2003 include working with stakeholders to implement the new housing policy.

...
Out of the Labyrinth

My first encounter with orthomolecular medicine was a very close one and it occurred in the summer of 1969. Six months before that encounter, I had been diagnosed as "schizoid type" by the psychiatrist who presided over my treatment in a local mental hospital. I had admitted myself into that hospital, suffering from what I thought was a "nervous breakdown." Years later, while reconstructing the incident, I was able to identify the idiot who had slipped a tab of LSD into my coffee while I wasn't looking. This explained the delusions and hallucinations I'd been "enjoying" while under the care of the psychiatrist at the mental hospital. However, it did not explain why I didn't "recover" in short order, as some of my friends had done after ingesting, smoking and sniffing as many street drugs as they could find. I kept getting these "flashbacks," as they are called. It was as if the LSD had found a home in me and didn't want to leave.

I began to wonder if I'd ever feel normal again. I even entertained the possibility that I had never been normal; that I'd been on the edge of "madness" most of my life; an existence punctuated by brief, unexplainable bouts of "sanity" sandwiched between long periods of emotional instability which in turn were accompanied by abnormal mental states.

These were some of the thoughts that were running through my head in the summer of 1969 as I languished in my father's lazyboy chair, lost in the pharmaceutical fog caused by the Chlorpromazine and Komedrin that had been prescribed for me. My story most probably would have ended there, sprinkled with the appropriate adjectives usually used to describe unhappy endings. Probably my storyteller would have ended my tale with the hopeful assertion that "perhaps, someday an even more effective drug will be developed by a brilliant pharmaceutical research scientist that will help Bill, and others like Bill, to cope better with the symptoms of the dreaded disease known as schizophrenia which as everyone knows, is unfortunately, incurable...so give generously."

However, my story was to take an unexpected turn. You see, as I lay there in the lazyboy, staring at the TV, trying to figure out how the Japanese could have put LSD in all the mandarin oranges, thereby rendering the population of North America helpless to resist their well-planned invasion, I became dimly aware that some doctor was being interviewed on a television news program. The doctor was explaining in very clear terms even I could understand, that after extensive clinical studies and careful scientific testing dating back to 1952, he had reached the conclusion that schizophrenia was really caused by a biochemical disorder that could be successfully treated by massive doses of vitamins. I can't remember exactly which of the words the doctor spoke that caused a light bulb to come on in my brain, but it might have been words such as "chemical" and "hallucinogen" and phrases like "massive doses of vitamin B" that made me sit up. I called my mother into the room and together we watched and listened as Dr. Abram Hoffer, a practicing psychiatrist (then in Saskatoon, Saskatchewan), answered questions about mental illness as if it were something curable like scurvy or rickets! I remember thinking "what a crazy idea!" but I was so eager to get out of my "chemical straitjacket" that I was ready to try anything. To put it another way, I was not "living better through chemistry!"

In that moment, my story somehow escape its sad ending and headed off in the direction of a new and brighter future with its storyteller running to catch up. I'm still running, but I've long since caught up and now I'm in the lead. I still take large doses of vitamin B and C along with an assortment of other nutrients added to a sensible diet. This year I attended the 35th Annual Nutritional Medicine Today Conference in Vancouver, Canada, and was able again to shake the hand of the man who had changed my life and showed me the way out of the labyrinth of mental illness. Thanks again Dr. Hoffer. I'll be sending you a copy of my latest album through the mail. On it you will find a song entitled "Little Green Pills", co-written by myself and Carlene Hope, criticizing current psychiatric practice and lamenting the sad fact that after more than fifty years since your discovery, too many of us still haven't had the good fortune to encounter orthomolecular medicine as I did. That song was written for and is dedicated to you, Dr. Hoffer, and in fact most probably would not exist without your pioneering work and steadfast spirit.

Someday, the whole human family will know and appreciate what you have done for it, and medicine will have another hero to honour. Until then I salute you as the man who put me on the path you discovered way back in 1952; the path that led me out of the labyrinth.

-Bill Houston
www.billhouston.ca
Schizophrenia linked to cat feces

Parasites apparently change brain chemistry

FRANK D. ROYLENCE
THE BALTIMORE SUN

BALTIMORE — Johns Hopkins University scientists trying to determine why people develop certain mental illnesses are focusing on an unlikely factor: a common parasite spread by cats.

The researchers say the microbes, called Toxoplasma gondii, invade the human brain and appear to upset its chemistry — creating, in some people, the psychotic behaviors recognized as schizophrenia.

If tackling the parasite can help solve the mystery of schizophrenia, “it’s a pretty good opportunity ... to relieve a pretty large burden of disease,” said Dr. Robert H. Yolken, director of developmental neurobiology at the Johns Hopkins Children’s Center.

The cause of schizophrenia is unknown, but both genetic and environmental factors likely play a part, according to the National Institute of Mental Health.

Researchers worldwide are examining whether certain viral infections can increase the risk of developing the illness. Other studies have focused on flu and herpes viruses as possible triggers.

In a study of 12- to 49-year-olds born in the U.S., about 9 percent were found to be infected with T. gondii in the early 2000s, according to the Centers for Disease Control and Prevention. That rate is down from 14 percent in the 1990s. However, Yolken believes infection rates are higher among older Americans.

Yolken, a cat owner who says he has tested positive for Toxoplasma antibodies, said the potential link between Toxoplasma infections and mental illness is no reason for cat owners to panic — they just need to keep some basic hygienic precautions in mind.

He was drawn into the field by some intriguing questions about schizophrenia.

“I couldn’t understand why a disease like schizophrenia persists in humans,” he said. Through much of our history, “people who have these diseases don’t reproduce very well, either because they’re sick, or they’ve been locked up, or because they were killed.”

If the disorder were strictly genetic in origin, he added, those genes should have been culled from the gene pool long ago. But they weren’t. That raises the question of an environmental, perhaps infectious origin.

It was a colleague, Dr. E. Fuller Torrey of the Stanley Medical Research Institute in Chevy Chase, who sealed the deal for Yolken by unearthing a trove of studies from as far back as the 1960s, many of them not written in English, suggesting links between infections and schizophrenia.

Schizophrenia, a severely disabling brain disorder characterized by confusion, delusions and hallucinations, afflicts 1.1 percent of the U.S. population age 18 and older, according to the National Institute of Mental Health.

Someone with a toxoplasma infection, called toxoplasmosis, is more than twice as likely to develop schizophrenia, Yolken said.

First isolated in 1908, T. gondii is present in the bodies of a third of the world’s population, on average. It is a lifelong infection.

“Humans can get infected either directly (from contact with cat feces), or from eating the (undercooked) meat of an animal that was itself infected by a cat,” Yolken said. Some toxoplasmosis outbreaks have been traced to water contaminated by cat feces.

When they’re initially infected, most people have little more than flulike symptoms, or none at all. But young children, people with weakened immune systems and women infected while pregnant can develop a brain inflammation called encephalitis, or suffer miscarriages, damage to the heart, liver, eyes or ears. Infection can be fatal, a fetus that survives its mother’s first infection may be born with retardation, deafness and other problems.

Felines are typically infected when they eat an infected mouse or bird. They don’t usually get sick. So far, there is no vaccine to prevent cats from becoming infected. So the microbe reproduces in the cat’s gut. Its eggs, or oocysts, develop there, and are later shed with the cat’s feces.

When another warm-blooded animal such as a mouse ingests the oocysts through contact with cat feces, the oocysts enter its gut. There they release cells that migrate mostly to muscles and the brain, forming cysts to protect themselves from the mouse’s immune system.

But T. gondii must get back into a cat to reproduce again. To get there, it needs the mouse to be eaten by a cat.

Scientists believe the parasite raises its odds of success by changing the mouse’s behavior and reversing its natural fear of cats. But how?

Studies of mice and rats infected by T. gondii have shown risky behavior changes, including an attraction to the smell of cat urine.

Evidence that T. gondii infections may be a cause of schizophrenia is growing, Yolken said. A review of past studies revealed intriguing correlations. For example: People with schizophrenia have a higher prevalence of T. gondii antibodies in their blood. There are unusually low rates of schizophrenia and toxoplasmosis in countries where cats are rare, and unusually high rates in places where eating uncooked meat is customary. And some adults with toxoplasmosis show psychotic symptoms similar to schizophrenia.

Studies have linked a history of toxoplasmosis with increased rates of other mental changes, too, including bipolar disorders and depression.

Most people infected with T. gondii never become schizophrenic. And not all schizophrenics have been exposed to Toxoplasma.

Yolken believes additional factors, such as an unlucky combination of genes, are probably needed to produce schizophrenia among infected people. The parasite’s DNA may also be important, since some strains are known to cause more disease.

Studies also suggest that the timing of the infection — early in life when the brain is developing — and the place in the brain where the cysts settle, may be important, he said.

But once the T. gondii cysts are established, how might medical science find and kill, or at least silence them?

Sarven Sabunciyazen, Yolken’s colleague at Hopkins, reports that a class of antimalarial drugs, called artesimians, appear to be effective at killing T. gondii in tissue cultures.

“It’s the next step to do that in animals,” Yolken said.

If it works in animals, that would raise hopes for a toxoplasmosis treatment for people, and perhaps relief for people with schizophrenia.
Evaluation of the mood-stabilizing agent valproic acid as a preventative for toxoplasmosis in mice and activity against tissue cysts in mice.

Goodwin DG, Strobl J, Mitchell SM, Zajac AM, Lindsay DS.

Department of Biomedical Science and Pathology, Virginia Tech, 1410 Prices Fork Road, Blacksburg, Virginia 24061, USA.

Abstract

Toxoplasma gondii is a common intracellular protozoan infection of humans worldwide. Severe disease can occur in immunocompromised individuals and the in the fetuses of nonimmune pregnant women. Chronic infection is associated with vision and hearing problems, and functional mental alterations, including schizophrenia. The mood-stabilizing agent valproic acid has been shown to inhibit the development of T. gondii in vitro at dosages that are normally achieved in the serum and cerebral spinal fluid of human patients and to have positive effects on the behavior of rats chronically infected with T. gondii. The present study was done to examine the in vivo activity of valproic acid against acute toxoplasmosis in mice. Two studies were done with valproic acid given in the drinking water at concentrations of 1.5 mg/ml (Experiment 1) or 3.0 mg/ml (Experiment 2). In a third experiment (Experiment 3), valproic acid was injected intraperitoneally (i.p.) at doses of 200 or 300 mg/kg every 12 hr. Valproic acid was not effective in preventing acute toxoplasmosis. All mice treated with valproic acid died or were killed and did not (P > 0.05) live significantly longer than the controls. Tachyzoites were demonstrated in the tissues of infected valproic-acid-treated mice. A fourth study was done to determine if valproic acid has activity against T. gondii tissue cysts in chronically infected mice. Mice were chronically infected with the ME-49 strain of T. gondii for 8 wk and then treated orally with valproic acid at approximately 6.6 mg/ml (800 mg/kg/day) in the drinking water for 10 wk (amount was varied due to increasing mouse weights). No significant differences (P > 0.05) were present in tissue cyst numbers in valproic-acid-treated T. gondii chronically infected mice and in mice chronically infected with T. gondii but not given valproic acid. Our results indicate that valproic acid, although effective in vitro against T. gondii tachyzoites, is not effective as a preventative in mice inoculated with T. gondii tachyzoites. Additionally, no activity against tissue cysts was observed in chronically T. gondii-infected valproic-acid-treated mice.

PMID: 18564764 [PubMed - indexed for MEDLINE]
once prescribed, can create a dependence from which it is extremely difficult to break free. Every year, psychiatry inducts thousands of patients into a system which grows through profit and dependency, but defines the human person down. Will pharmacology be our ultimate resource destined to replace our disappearing familial and social structures?

Hopefully not. The deficits of relational and material resources for persons with mental illness have given rise to a third, “unitive” resource. Orthomolecular medicine is unitive: it synergizes the relational and material to create a model of real hope. Orthomolecular borrows from the relational in that it is highly personal—determining one’s biochemical individuality acknowledges that a unique person exists. A positive, integrated and humane model of mental health can proceed from this. Orthomolecular involves the patient in all their relationships—to food, to their environment, to friends and to the physician—in a way that conventional “command-based” medicine simply cannot.

Orthomolecular also uses what is best from the material resources. It follows the psychiatric model to show that one’s biochemical milieu can also be affected by food and nutrients. Molecules influence mind, yet the natural molecules of orthomolecular psychiatry are not “antidotes” for labels, but catalysts to move the whole person along a continuum toward mental health. Perhaps most importantly, orthomolecular resources avoid the Achilles’ heel of materialist pharmacology: these natural substances are neither addictive, nor do they have the corrupting potential of profit-generating patents. Nutrients will never escape the lab and run amok in society.

The healthier, relational resources of the past have been strongly eroded by psychiatry’s material resources and this unfortunate trend seems to be here to stay. We can see orthomolecular medicine as a natural correction, working to rectify this disordered state. Orthomolecular resources will succeed by bringing the relational and material worlds together for truly effective mental health care.

—Greg Schilhab

NEWS

New Study Shocker: Antidepressants vs Placebos: Meaningful Advantages Are Lacking

In a major new study, researchers have concluded that prescribing antidepressants to the vast majority of patients is futile, as the drugs have little or no impact at all.

In a meta-analysis of nearly 50 clinical trials by psychologists from the University of Hull, it was found that the new-generation antidepressants worked no better than a placebo for mildly depressed patients. Moreover, even the trials that suggested some clinical benefit for the most severely depressed patients did not produce convincing evidence. Professor Irving Kirsch from the university’s psychology department said: “The difference in improvement between patients taking placebos and patients taking anti-depressants is not very great. This means that depressed people can improve without chemical treatments. Given these results, there seems little reason to prescribe anti-depressant medication to any but the most severely depressed patients.”

The researchers focused on four widely prescribed anti-depressants and the clinical trials that were submitted to win licensing approval from the US Food and Drug Administration.

The drugs included fluoxetine (Prozac), venlafaxine (Effexor), and Paroxetine (Seroxat). All belong to a family of drugs known as Selective Serotonin Reuptake Inhibitors (SSRIs).

Kirsch’s study showed that seventy-five percent of the response to anti-depressants was a result of the patient being in treatment, while only about 25 percent of the response was the actual drug effect. “This means that for a typical patient, 75 percent of the benefit obtained from the active drug would also have been obtained from an inactive placebo,” Kirsch says. “Whether the remaining 25 percent of the drug response is a true effect of the drug or a psychologically triggered response to side effects alone cannot yet be determined.”

The study analyzed the possibility that antidepressants serve as active placebos, which produce side effects but do not cause any actual drug effect on the problem. It is known that most participants in studies of antidepressant medication eventually know whether they have been assigned to the drug or the placebo. This study suggests that antidepressants might function as “active placebos,” in which the side effects amplify the placebo effect by convincing patients that they are receiving a potent drug. “So if a patient takes a pill that causes side effects, he or she feels better because they believe they have been given an actual antidepressant and that the pill must be working,” said Kirsch.

—The Financial Times Ltd
February 26, 2008

Ed. Note: With these effects in mind, it is prudent to consider orthomolecular therapy which has demonstrable effectiveness without the debilitating side effects of anti-depressants.

from the New Yorker

“In the mental health profession, we try to avoid negative labels like ‘a hundred and fifty bucks and hour—that’s crazy!’ or ‘three fifty-minute sessions a week—that’s insane!’”

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The Discovery of Kryptopyrrole and its Importance in Diagnosis of Biochemical Imbalances in Schizophrenia and in Criminal Behavior

by Abram Hoffer, M.D., Ph.D.

In this issue (JOM, Vol 10, No 1) Dr. Richard T. Kraus describes a notorious serial killer who is serving a 250 year sentence for the murder of eleven women. Unfortunately, serial killers are not a threatened species. On the contrary, they threaten society more and more, and with modern weapons of destruction seem to be even more effective. This case report may be the first in which four main factors which determine human behaviour are discussed in detail. Dr. Kraus describes "...a matrix of genetic, biochemical, neurological and psychological deficits”. I am particularly interested because the kryptopyrrole (“kp”) which was found in this person’s urine was originally discovered in Saskatchewan about 1960 when I was Director of Psychiatric Research. The main biochemical research was completed in Saskatchewan by Dr. D. Irvine,(1) and in New Jersey by Dr. C. C. Pfeiffer (1) and his research group of biochemists.

This report provides a model of how criminal behaviour ought to be explored, with numerous references to the medical literature for all of the four variables. I will discuss mainly the biochemical findings and provide a brief history of its discovery. The presence of kp in urine is a valuable diagnostic aid especially for determining more specific treatment. It is most closely related to the schizophrenias but cuts across all diagnostic categories. I think it could become an important differential diagnostic test. It is simple to do, any competent medical laboratory can do it. The laboratory in Victoria has been running them for me since 1976.

By 1960 the biochemical unit of the psychiatric research program in Saskatchewan was gearing up to investigate any possible relationships to the schizophrenias. One of the studies involved examining urine for several fractions and comparing the urine of patients and controls. We were then treating many alcoholics using psychedelic therapy. D-lysergic acid diethylamide (LSD), the hallucinogen, was well studied as a compound which could induce a model psychosis or a psychotomimetic experience. It occurred to me that inasmuch as LSD produced something very similar (but not identical with) schizophrenia, perhaps it might also generate in the body of a person (not schizophrenic) the same type of biochemical
abnormality which we thought was present in the patients. I asked Dr. N. Payza to examine the samples of urine obtained from an alcoholic who had been given LSD as part of his treatment.

The first morning specimen was obtained and another one around noon, usually the height of the experience. My idea was that if something appeared after LSD which was not present before, this might give as a lead. We were fortunate because the first patient we tested had a large amount of a substance that was not present in the morning specimen. We soon showed that it was not a breakdown product from the LSD itself, which meant it was created in the body by the impact of the hallucinogenic drug upon one of the biochemical systems. After we had improved the assay procedure we began to test patients. One day I took into the laboratory 12 specimens of urine. Six were obtained from schizophrenic patients, five were obtained from normal subjects and one was a blank. The code was kept secret. I asked the biochemical team to analyze these samples and to tell me which of the 12 were obtained from the schizophrenic patients. They accurately spotted all the schizophrenic samples. I concluded that schizophrenic patients, not given LSD, had the same substance in their urine as did some alcoholics who had been given LSD, but that it was not present in normal controls.

We needed large amounts of material for our chemical studies. Fortunately for us a chronic schizophrenic woman on the ward had huge quantities of this product. For a moment we considered calling the compound the Jensen factor. At first we called it the unknown substance (US), and later the mauve factor because when developed on the paper chromatogram it stained a beautiful mauve. When it was identified we called it, more accurately, kryptopyrrole. We named the disease characterized by large amounts of mauve factor “malvaria,” but Dr. Pfeiffer later gave it the more appropriate term pyrolleuria.

I immediately started two lines of investigation: (1) by Dr. Payza for short time, and then by Dr. D. Irvine who continued the research first at the Research Laboratory at the Saskatchewan Hospital in North Battleford, and later at University Hospital in Saskatoon. The objective was to determine the structure of the substance and its source. (2) To study its clinical correlates, i.e. could it be used to assist in diagnosis, could it have therapeutic significance, and could it be used to follow patients both to determine if they were improving, and to determine if they were getting worse.

Dr. Irvine showed that it was a pyrrole, later identified as kryptopyrrole. We began to cooperate with Dr. C. C. Pfeiffer at Princeton, New Jersey. Dr. H. Osmond, my colleague in the earlier Saskatchewan research, was then Director of Research for the state. The two laboratories did the basic work. Dr. Pfeiffer and his team discovered how to measure the amount of this substance in the urine using a fairly simple test, and they showed that this substance bound with pyridoxine and zinc and when present in large amounts produced a double deficiency of this vitamin and the mineral. On the clinical side he described the syndrome pyrolleuria, a form of schizophrenia with clearly marked out symptoms and signs which could be diagnosed by
the present of kp in the urine.

Several years later we had examined thousands of patients at three hospitals for the mauve factor. (2) It was present mostly in schizophrenic patients but was also present in one-quarter of other non schizophrenic patients including depressions, alcoholics, anxiety states, and in children with learning and behavioral disorders. It was rarely present in normal subjects, and was present in ten percent of a non psychiatric stressed population drawn from the surgical wards of the hospital. To my surprise it was found in most cases of lung cancer. (3) I found the following relationships:

1) Relationship to diagnosis - The mauve factor was found in the following categories of patients:

\[ \text{Diagnosis; percent with the diagnosis mauve factor} \]

<table>
<thead>
<tr>
<th>Normal subjects</th>
<th>0</th>
</tr>
</thead>
<tbody>
<tr>
<td>Physically ill</td>
<td></td>
</tr>
<tr>
<td>Adults</td>
<td>10</td>
</tr>
<tr>
<td>Children</td>
<td>10</td>
</tr>
<tr>
<td>Mood disorders</td>
<td>20</td>
</tr>
<tr>
<td>Alcoholics</td>
<td>20</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Schizophrenics</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Early, not treated</td>
<td>75</td>
</tr>
<tr>
<td>Recovered</td>
<td>0</td>
</tr>
<tr>
<td>Not recovered</td>
<td>50</td>
</tr>
</tbody>
</table>

Thus it was clear that although it was most closely related to the schizophrenic population, it could not be considered a test for schizophrenia. Probably there will never be such a test since the clinical diagnosis is subjective and there is wide disagreement among clinicians about the diagnosis. I therefore compared the results of testing for this compound with the results obtained on the HOD (Hoffer-Osmond Diagnostic) test.

2) Relationship to HOD Test. (4) This is a card sort test similar in principle to the MMPI but containing entirely different questions. Perceptual symptoms including hallucinations and illusions are specifically covered. The HOD test can be described as a perceptual test. Patients sorted 145 cards into true and false piles and these were recorded and scores obtained. We standardized this test on thousands of subjects and have reported the results widely. We found that there was a better relationship between the presence of high scores in the test and the presence of kp in the urine than there was between kp and clinical diagnosis. Schizophrenics had much higher scores than did any other group of psychiatric patients, with the exception of patients with delirium tremens and normal subjects undergoing the LSD experience. In one study in New York, the investigating team found that the admission HOD test results were more closely correlated to the final discharge diagnosis than they
were to the admitting diagnosis, even though none of the clinicians were able to see the results of the HOD test.

3) As an indicator for treatment. By 1960 we had completed four double blind controlled prospective studies on schizophrenic patients comparing niacin, niacinamide and placebo. Based upon these studies and upon open clinical studies going back to 1951, I had concluded that schizophrenic patients responded better to any treatment when they were given adequate doses of vitamin B3. Forty years later this is still my conclusion, as it is of every physician who uses the same treatment. The only physicians who disagree are those who have never used the treatment and who have even refused to examine earlier studies. There is no patent on vitamin B3, and without a patent there is no financial incentive for any company to promote this treatment. Since schizophrenic patients, most of whom had the factor in their urine, responded better when treated with vitamin B3, I concluded that any psychiatric disease, no matter what they were diagnosed clinically, might also do better with this vitamin. This was confirmed by a large series of open clinical studies. I will not term these studies anecdotal, which has become the politically correct term for denigrating any studies that are not double blind, since all clinical studies depend upon the history or herstory of patients and how they respond, i.e. upon anecdotes. The only difference is that in double blind studies the anecdotes are collected by physicians or others who are blinded by not knowing what treatment is being given. At least this is the theory of this type of procedure. In fact, the vast majority of these studies are so imperfectly blinded that few clinician or nurses have much difficulty deciding whether the patient was on placebo or something more active.

Worshippers of the double blind remind me of the emperor whose nakedness was seen only by a child not yet blinded by tradition. This report by Kraus is an excellent example of the type of anecdotal history which has contributed so much to medicine.

The presence of the mauve factor in urine became a valuable indicator to use vitamin B3. Later, when Dr. C. C. Pfeiffer showed that kp bound pyridoxine and zinc and described the syndrome pyrroleuria, this became another important indicator that vitamin B6 and zinc must be used. It is especially valuable for children, who are very difficult to diagnose because they vary so much one from the other.

4) Response to treatment. Patients who responded to treatment invariably became mauve factor or kp factor negative. However, there were many patients who no longer excreted this factor but who had not recovered. I have not examined whether these patients might have responded to longer treatment. In my recent report (6) on chronic patients it is evident that many chronic patients need five to seven years of treatment. Perhaps some of the negative excretors after having been positive might have fallen into this group. Patients who were well and were kp free were followed for months or years. If they became positive at any time they also became clinically ill within a matter of weeks or months.
A (very) personal perspective on treating mental illness

Last May, the International Society of Orthomolecular Medicine held its 34th annual international conference in Ottawa. Founded by Dr. Abraham Hoffer and the late Dr. Linus Pauling, the society advocates nutritional medicine for treating physical and mental illnesses. Sixteen speakers addressed the conference. There was, as well, this account by Janet D., titled Schizophrenia Can Be Cured.

My 25-year-old son, John, was diagnosed with schizophrenia at the age of 15. At the time of his diagnosis he was paranoid, depressed and withdrawn. He was cutting and burning himself, and he had violent outbursts.

John was placed on the usual variety of medications: Thorazine, Risperdal, Zyprexa, Abilify, Geodone, Depakote, Lithium, Wellbutrin, Remeron, Prozac, Effexor, Seroquel and probably several others that I don’t recall. The drugs caused very troubling side effects, including facial tics, trembling, weight gain and fatigue. Worse, despite the medications John still suffered from paranoia and manic attacks.

Around two years ago, he began to have violent fantasies of murdering strangers and even family members. One night my youngest son awoke to find John standing over him with a knife. After that, we locked our bedroom doors at night and kept all sharp items hidden. John still managed to cut himself several times a week and attempted suicide. He was in and out of the local psychiatric hospital at least six times.

John’s psychiatrist and our entire family felt he should be placed in hospital for long-term treatment, but I resisted. Nothing the doctors had done had worked so far and I was afraid my son would be lost forever. I just kept urging the doctor to try new medications and prayed that something would work.

Last October 22, I became aware of Dr. Hoffer’s amazing work with vitamin B3. At first, I did not really believe that something so simple could actually work and John’s doctor assured me that it would not help.

About two weeks later, John went into the woods and sliced his wrist with a razor. I was certain that it was only a matter of time before he took his own life and maybe someone else’s, too.

Overnight improvement

Before we tried orthomolecular treatment, John had been taking extremely high doses of prescription medications daily: 600 mg Effexor, 360 mg Geodone, 10 mg Zyprexa and 200 mg of Depakote. With his schizophrenia symptoms still out of control, I felt there was nothing to lose and I started him on niacin (vitamin B3). After the very first 500 mg dose, the suicide attempts and self-mutilation completely stopped.

We gradually raised the niacin over the first two weeks to 1000 mg and the paranoia was gone for the first time in over ten years. We added other supplements and continued to see improvements. John now takes 4500 mg of niacin (a combination of niacin and no-flush inositol hexanicotinate) and 600 mg of vitamin B6 daily. He also takes omega-3, vitamin C, magnesium, zinc and a multi-vitamin. He recently also began taking ZHTP. As Dr. Hoffer recommends, John has also cut his caffeine and sugar intake.

His prescription medications have been reduced to 150 mg Effexor, 240 mg Geodone and 10 mg of Zyprexa. We will continue to reduce these slowly.

John is now free of all paranoia and delusions. He remembers on his own to take his supplements and medication. He is comfortable in crowds and goes to the mall or supermarket without a second thought.

John always dreamed of working on ships at sea, like most of the men in his family. His father is a ship captain, but it was completely unthinkable for John to do this. Well, today John is working on a ship. He is a happy and productive young man.

John feels angry when he thinks of all the years he suffered because we didn’t know there was a treatment that works. “I don’t understand how such a simple cure for such a bad problem can be ignored by medical professionals,” he told me. Neither do I.

Janet D.’s account has been edited for Share&Care. For more information on orthomolecular medicine, visit the Natural Medicine Centre of Montreal website: naturalmed@bellnet.ca

continued on page 7
Mental and Elemental Nutrients
by Carl Pfeiffer, M.D.

Part Five: Clinical Problems

Figure 40.1

Symptoms: three types of schizophrenia

Mauve Factor
(Pyroliuria)

Histadellia

Histapenla

Stress-Induced psychosis
Neurological symptoms
Abdominal pain
White marks—nails
Stretch marks—skin
Inability to remember dreams
Iron-resistant anemia
Better affect

Thought disorder
Overarousal
Compulsions
Obsessions
Suicidal depression

Thought disorder
Overarousal
Grandiosity
Paranoia
Ideas of reference
Hallucinations
Hypomania
Mania

Patients may have two recognizable biochemical imbalances. The most common is pyroluria and histapenia. The second most common is pyroluria and histadellia. Patients who do not respond to therapy for either of these two biochemical imbalances may have a food allergy which is usually characterized by a rapid pulse rate, i.e. 90-120 rather than the usual 60-70 beats per minute.
In Memorium for Abram Hoffer, M.D.

Canadian College of Naturopathic Medicine

Toronto, Quebec, Canada

October 22, 2009

Remembering Abram Hoffer, PhD, MD, FRCP(C)

by Robert Sealey, BSc, CA author of Finding Care for Depression

Ladies and gentlemen, thank you for coming tonight to celebrate the life of Abram Hoffer.

Dr. Hoffer passed away on May 27, 2009 at age 91 1/2.

He enjoyed a long and distinguished career as a biochemist, researcher, physician, psychiatrist, teacher, author and mentor. His remarkable discoveries helped thousands of patients.

My name is Robert Sealey.

I have a BSc degree in biological and medical sciences from the University of Toronto.

For many years, my episodes of depression, anxiety and hypomania went undiagnosed and untreated. Then I trusted the wrong doctors and got misdiagnosed and mistreated.

I was in rough shape when somebody suggested the Journal of Orthomolecular Medicine – in North York [Toronto area]. When I visited that office, Executive Director, Steven Carter, recommended books by Abram Hoffer – those books saved my life!

I get choked up remembering horrible years when I was sick and struggling to cope and then my surprising recovery from bipolar disorder, which Dr. Hoffer made possible -- 2 years before we met.

While recovering, I read many books about psychiatry and orthomolecular medicine.

Dr. Hoffer encouraged me to pay forward what I learned by volunteering with the International Schizophrenia Foundation.

He encouraged many other volunteers and colleagues.
When meeting him in person, you could tell right away that Abram Hoffer had a quick wit, kind eyes and a big heart. You never knew what he would say next. He seemed to jump quickly, almost off-topic when he politely but firmly introduced something new and important.

In reading his memoirs, I learned that Dr. Hoffer lived a fascinating life. When he was a young psychiatrist, the overwhelming reality of thousands of sick patients, suffering and deteriorating, affected Abram Hoffer so deeply that he began to research schizophrenia.

In the 1950s, he developed restorative treatments and co-founded orthomolecular medicine. He wrote books for patients and families and books and journal articles for health professionals.

Abram Hoffer filled his books with research ideas, discoveries, and restorative treatment protocols. He explained how patients can get diagnosed properly and treated restoratively.

I was very sorry to hear that Dr. Hoffer passed away this year but Abram would not want us to mourn his passing for long. Instead, he would want us to tell our families and friends about orthomolecular medicine.

**What can we tell?**

As you probably know, for 60 years, Abram Hoffer studied schizophrenia and other mental illnesses and developed *restorative* treatments. The usual treatments weren’t good enough for Dr. Hoffer. He knew that thousands of patients needed restorative care-- not just labels, pills, talks and electric shocks.

Abram Hoffer believed in the scientific method of research. In the 1950s, he applied the life science of biochemistry when he analyzed compounds which cause psychosis; and again when he developed restorative treatments.

His scientific memoirs, *Adventures in Psychiatry*, explain how Dr. Hoffer proved that indole compounds can cause psychosis - and that some patients make indoles from adrenalin and then they get sick. He tested nutritional supplements for schizophrenia, starting with niacin (vitamin B-3), a methyl acceptor and ascorbic acid (vitamin C), an antioxidant.

Optimum doses of B-3 and C healed 75% of patients ill with acute schizophrenia - A remarkable discovery.

**For scientific proof**, Dr. Hoffer and his colleague, Dr. Humphry Osmond, carried out the first double-blind placebo-controlled experiments ever done in psychiatry. For more than 50 years, mainstream psychiatrists disputed, denied and dismissed his discoveries but Abram Hoffer kept on treating his patients – restoratively.
**His concept** — rebalance the patient’s biochemistry with substances normally present in the body.

**Dr. Hoffer** added 3 steps to the practice guidelines of psychiatry:

1. He considered biochemical individuality and checked each patient for metabolic disorders;

2. He customized regimens of vitamins, minerals, amino acids (and other brain fuels) to restore and maintain normal brain function;

3. He even checked for food allergies and recommended elimination diets.

Thousands of Dr. Hoffer’s patients recovered. Abram Hoffer was not satisfied until patients could get along with their families, finish their educations, work and pay taxes!

For decades, Abram Hoffer took niacin and vitamin C **himself**, proving that vitamin therapy helps people feel better and live longer.

A worldwide network of orthomolecular doctors has verified the restorative approach and written books about it.

Orthomolecular medicine can help many more patients today. Unfortunately, this field of medicine is still not well-known. Few patients get restorative care.

**What can they do?**

Patients and families can read Dr. Hoffer’s wonderful books and learn for themselves about orthomolecular research and clinical practices. They can read about the recoveries of real patients in books such as *Mental Health Regained*, available from the Orthomolecular Society (Orthomed.org).

To make this possible, **Abram Hoffer left a legacy** by writing 35 books and hundreds of professional articles, reviews and editorials.

**Can we help? Yes we can!**

When he was 90 years old, at the 36th Orthomolecular Medicine Today conference, Abram invited everyone to **join his marathon** and help orthomolecular public education. We can share his legacy. We can read his books. We can tell our families and friends. I wrote this book to help —

[hold it up]

*Remembering Abram Hoffer by Reviewing his Books about Psychiatry -

*Biochemistry, Research and Clinical Practice.*
Available free at www.searpubl.ca.

Orthomolecular medicine saved my life, so I know it works, safely and effectively. Restorative care can help many more patients, but only if they hear about it.

**Why should we join Dr. Hoffer’s public education marathon? Here’s why** — In the greater Toronto area, **hundreds of thousands** of patients need restorative care. I’ll say it again —

**In the greater Toronto area, right here and right now, hundreds of thousands of sick and trusting patients need restorative care.**

Your handout explains how you can ***[hold up flyer]***

**Help Orthomolecular Public Education.**

Each time you share Dr. Hoffer’s excellent information, you can help another patient; you might even save a life.

If we tell our families, friends and health professionals about orthomolecular medicine — year after year — eventually, restorative care will become a standard of care and Abram Hoffer’s dream will come true.

Please remember Abram Hoffer, the remarkable biochemist and psychiatrist who researched schizophrenia, discovered restorative treatments, helped thousands of patients, and wrote many wonderful books to educate the public about orthomolecular medicine.

Thank you.
WHATCOM COUNTY COUNCIL AGENDA BILL

CLEARANCES   Initial   Date   Date Received in Council Office   Agenda Date   Assigned to:

Originator: Nan Kallunki   6/29/15   7/7/15   Council Committee of the Whole (Executive Session)

Division Head: Karen S. Goets   6/29/15

Dept. Head:

Prosecutor: 06/29/15

Purchasing/Budget:

Executive:

TITLE OF DOCUMENT: N/A

ATTACHMENTS: None

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.)

Strategy planning discussion and positions to be taken regarding collective bargaining. (per RCW 42.30.140(4)(a))

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.
CALL TO ORDER

Council Chair Carl Weimer called the meeting to order at 7:00 p.m. in the Council Chambers, 311 Grand Avenue, Bellingham, Washington.

ROLL CALL

(7:01:23 PM)

Present: Barbara Brenner, Ken Mann, Carl Weimer, Pete Kremen, Rud Browne and Barry Buchanan.

Absent: None.

FLAG SALUTE

ANNOUNCEMENTS

SPECIAL ORDER OF BUSINESS

1. NOMINATION AND APPOINTMENT TO FILL DISTRICT 2, POSITION B, VACANCY ON THE WHATCOM COUNTY COUNCIL (AB2015-071)

Mann nominated all three applicants.

Brenner stated all candidates are extremely qualified. She will support someone who has stated he won’t run for County Council, because she does not want to give someone an advantage at the election.

Mann stated he agrees that all candidates are qualified, and he appreciates their willingness to volunteer.

Weimer stated he also agrees that all candidates are well qualified.

Browne voted for Sidhu.

Mann voted for Sidhu.

Brenner voted for Cozad.

Kremen voted for Sidhu.
Buchanan voted for Sidhu.

Weimer voted for Sidhu.

The Council appointed Satpal Sidhu.

ANNOUNCEMENTS

Weimer thanked James Gibson for attending.

CITIZEN BOARD AND COMMITTEE VACANCIES

Weimer announced four vacancies on the Noxious Weed Control Board.

PUBLIC HEARINGS

1. RESOLUTION REGARDING COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING REPORT AND NEW APPLICATION (AB2015-087)

(Clerk’s Note: The CDBG required handouts were included in the Council’s packet and available to the public at the public hearing.)

Weimer opened the public hearing, and the following people spoke:

Sherry Emerson stated she thanks the Council for approving the grant last year. This is a renewal. The grant helps provide services to rural Whatcom county, including the East Whatcom Regional Resource Center.

Paul Schissler stated the County brings in nonlocal matching funds and passes them through to matching projects. The County works with public and private sector partners to compete for this funding. The program with the Opportunity Council works well. There are other opportunities for the County to bring in funds for other projects. It’s possible the funding can be used for housing affordability. Whatcom County and Skagit County can work together to make homes affordable.

Hearing no one else, Weimer closed the public hearing.

Buchanan moved to approve the resolution.

Brenner referenced the resolution and asked whether Jack Louws should be designated as the chief administrative official for the County for the term of the grant, since his term of office ends this year. She moved to amend the last paragraph of the resolution, “Whatcom County designates Jack Louws, the County Executive as the authorized....”

Weimer stated he doesn’t know if a name is required for the grant, and it can be changed if necessary.
The motion to amend failed by the following vote:

**Ayes:** Brenner and Kremen (2)

**Nays:** Mann, Weimer, Browne and Buchanan (4)

The motion to approve the resolution carried by the following vote:

**Ayes:** Brenner, Mann, Weimer, Kremen, Browne and Buchanan (6)

**Nays:** None (0)

**OPEN SESSION**

The following people spoke:
- Kathy Bovencamp spoke about the discussion regarding citizen interest in establishing railroad quiet zones (AB2015-088).
- Bob Earl spoke about the discussion regarding citizen interest in establishing railroad quiet zones (AB2015-088).

**CONSENT AGENDA**

Browne reported for the Finance and Administrative Services Committee and moved to approve Consent Agenda items one through three.

The motion carried by the following vote:

**Ayes:** Brenner, Mann, Browne, Buchanan, Weimer and Kremen (6)

**Nays:** None (0)

1. **REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO A LOCAL AGENCY STANDARD CONSULTANT AGREEMENT BETWEEN WHATCOM COUNTY AND TRANTECH ENGINEERING LLC FOR PRELIMINARY ENGINEERING WORK AND AN ALTERNATIVE ANALYSIS TO AID IN SELECTING A PERMANENT REPLACEMENT OPTION FOR THE EXISTING SLATER ROAD/JORDAN CREEK CULVERT, IN THE AMOUNT OF $99,720.50 (AB2015-093)

2. **REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO APPROVE THE PURCHASE OF WATERBORNE TRAFFIC LINE PAINT FOR 2015 USING THE WASHINGTON STATE CONTRACT, FROM VENDOR ALPINE PRODUCTS, IN AN AMOUNT UP TO $500,000 (AB2015-094)

3. **REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO APPROVE THE PURCHASE OF RETRO-REFLECTIVE MATERIALS, USING THE WASHINGTON STATE CONTRACT, FROM VENDOR ALPINE PRODUCTS, IN AN AMOUNT UP TO $100,000 (AB2015-095)

**OTHER ITEMS**

Browne reported for the Finance and Administrative Services Committee and moved to approve the resolution.

The motion carried by the following vote:
Ayes: Brenner, Mann, Browne, Buchanan, Weimer and Kremen (6)
Nays: None (0)

2. RESOLUTION SETTING HEARING AND NOTICE OF HEARING OF THE SALE OF COUNTY TAX TITLE PROPERTY BY NEGOTIATION - REQUEST NO. TR2015-02 (AB2015-092) (7:17:03 PM)

Browne reported for the Finance and Administrative Services Committee and moved to approve the resolution.

The motion carried by the following vote:
Ayes: Brenner, Mann, Browne, Buchanan, Weimer and Kremen (6)
Nays: None (0)

3. RESOLUTION APPROVING A CHANGE TO THE COLOR OF ROAD NAME SIGNS (AB2015-096)

Brenner reported for the Public Works, Health, and Safety Committee and moved to approve the resolution.

The motion carried by the following vote:
Ayes: Brenner, Mann, Browne, Buchanan, Weimer and Kremen (6)
Nays: None (0)

COUNCIL APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES

1. APPOINTMENT TO THE SOLID WASTE ADVISORY COMMITTEE-WASTE COLLECTION INDUSTRY REPRESENTATIVE, APPLICANT: TROY LAUTENBACH (AB2015-079)

Brenner moved to appoint Troy Lautenbach.

The motion carried by the following vote:
Ayes: Brenner, Mann, Browne, Buchanan, Weimer and Kremen (6)
Nays: None (0)

EXECUTIVE APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES
1. REQUEST CONFIRMATION OF THE COUNTY EXECUTIVE’S REAPPOINTMENTS TO VARIOUS EXECUTIVE BOARDS AND COMMITTEES (AB2015-097)

   Browne moved to confirm the appointments.

   The motion carried by the following vote:
   Ayes: Brenner, Mann, Browne, Buchanan, Weimer and Kremen (6)
   Nays: None (0)

INTRODUCTION ITEMS

Mann moved to accept the Introduction Items, including a substitute ordinance for item two. He reported for the Planning and Development Committee about the changes in the substitute ordinance.

   The motion carried by the following vote:
   Ayes: Brenner, Mann, Browne, Buchanan, Weimer and Kremen (6)
   Nays: None (0)

1. RECEIPT OF APPLICATION FOR THE SUMAS/EVERSON/NOOKSACK FLOOD SUBZONE, APPLICANT: CHUCK GELWICKS (AB2015-089) (APPLICATION DEADLINE FOR ANY OTHER APPLICANTS TO THIS VACANCY IS 10 A.M. ON MARCH 24, 2015)

2. ORDINANCE ALLOWING MARIJUANA PRODUCTION, PROCESSING AND RETAILING AS AUTHORIZED BY WASHINGTON STATE INITIATIVE 502 (AB2015-099)

3. ORDINANCE AMENDING THE 2015 WHATCOM COUNTY BUDGET, THIRD REQUEST, IN THE AMOUNT OF $304,500 (AB2015-098)

4. RESOLUTION AUTHORIZING THE SALE OF COUNTY TAX TITLE PROPERTY BY NEGOTIATION - REQUEST NO. 2015-01 (AB2015-091A)

5. RESOLUTION AUTHORIZING THE SALE OF COUNTY TAX TITLE PROPERTY BY NEGOTIATION - REQUEST NO. 2015-02 (AB2015-092A)

6. ORDINANCE FINALIZING A REVISED SYSTEM OF ASSESSMENT FOR CONSOLIDATION DRAINAGE IMPROVEMENT DISTRICT NO. 21 (AB2015-100)

COMMITTEE CHAIR REPORTS

Buchanan reported for the Natural Resources Committee on the overview of the GreenLink project and potential County participation (AB2015-101) and stated this item will be discussed at a later date.
Brenner reported for the Public Works, Health, and Safety Committee about the discussion regarding citizen interest in establishing railroad quiet zones (AB2015-088). This item was discussed at the request of residents near the Yacht Club Road railroad crossing, who have said they want to help pay for the County and Burlington Northern Santa Fe (BNSF) Railroad to create a safer crossing and designate the area a quiet zone. She moved to recommend that the Council request the administration to engage BNSF to determine necessary safety improvements and develop a preliminary cost estimate to create a quiet zone.

The motion carried by the following vote:

Ayes: Brenner, Mann, Weimer, Kremen, Browne and Buchanan (6)
Nays: None (0)

OTHER COUNCIL BUSINESS

Browne submitted a handout (on file) on project prioritization for flood control construction cost-share programs. The Council will discuss it at the next Surface Water Work Session. He fully supports all items, and particularly supports the DeBoer culvert/gate projects. He discovered on a site visit that they really need to be fixed. When the river level is up, it currently floods more than 300 acres. Also, he suggests that the Flood Control Zone District Advisory Committee alter its membership to be able to include people like former member Harry Williams, who has provided very good service but could not be retained because his position was needed to allow a representative of Birch Bay to participate. He would like to make sure they get to keep everyone who wants to serve.

Brenner stated the Planning Department put together very entertaining videos on the critical areas ordinance and wetlands. The staff are very talented.

Weimer stated the County has a new website that launched this week.

Brenner stated she attended a recent meeting with other elected officials about housing and the Growth Management Act. The Municipal Research and Services Center (MRSC) research shows that accessory dwelling units (ADUs) are a good idea and are important for infill. Like other counties and cities have done, the County should create engineered, off-the-shelf designs that neighborhoods can choose from. It’s important to encourage and incentivize them in areas where they want growth.

COUNCILMEMBER UPDATES

Mann stated he’s been reaching out to the law enforcement and the criminal justice community through the new jail project, and he has learned how much mental health is a factor in criminal justice. He appreciates the new mental health court. He is a member of the North Sound Mental Health Administration Board, which is very interested in helping the County to find solutions to mental health and the criminal justice system. Jails shouldn’t be last-ditch mental health institutions. North Sound Mental Health Administration may be able to find funding and help contribute to a mental health crisis center. They will have a presentation and discussion with the Council.
Weimer stated he is on the Northwest Clean Air Agency, which recently awarded Tony’s Coffee in Fairhaven the platinum award for reducing air pollution.

Brenner stated the Behavioral Health Advisory Committee also had a discussion on mental health and criminal justice. She is concerned about what the public thinks was the purpose of the last one-tenth of one percent sales tax. The County must thoroughly educate the public on the numbers, and why the County needs additional funding. People should feel empowered with good information throughout this process. In addition to the jail, the County could implement a lot of diversion options.

Kremen stated he’s been working with the Washington State Association of Counties (WSAC) and their transportation analyst regarding state legislation for ferry funding. The Lummi Island Ferry Advisory Committee will be making fee structure recommendations. He’s working with the WSAC staff to change the language currently proposed in the state legislation that prohibits the County from altering its ferry fee schedule, so that the effective date will be July 1, 2015 instead of January 1, 2015.

Brenner stated she’s attended the Lummi Island Ferry Advisory Committee meetings, and didn’t realize WSAC was doing that. She wrote to the local legislative designation to suggest that they exempt surcharges.

ADJOURN

The meeting adjourned at 7:38 p.m.

The County Council approved these minutes on March 31, 2015.

ATTEST: WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Council Clerk

Carl Weimer, Council Chair

Jill Nixon, Minutes Transcription
CALL TO ORDER

Council Chair Carl Weimer called the meeting to order at 9:30 a.m. in the Council Chambers, 311 Grand Avenue, Bellingham, Washington.

ROLL CALL

Present: Barbara Brenner, Ken Mann, Satpal Sidhu, Carl Weimer, Rud Browne and Barry Buchanan.

Absent: Pete Kremen.

COMMITTEE DISCUSSION AND POSSIBLE ACTION

1. APPOINTMENTS TO FILL VACANT POSITIONS ON THE COUNCIL’S FINANCE AND ADMINISTRATIVE SERVICES COMMITTEE AND NATURAL RESOURCES COMMITTEE, AND APPOINTMENT OF A COUNCIL REPRESENTATIVE TO SERVE ON THE BELLINGHAM INTERNATIONAL AIRPORT ADVISORY COMMITTEE AND THE EMERGENCY MEDICAL SERVICES OVERSIGHT BOARD (AB2015-021)

   Brenner moved to appoint Councilmember Sidhu to all four positions.

   The motion carried by the following vote:
   Ayes: Sidhu, Brenner, Browne, Buchanan, Mann, and Weimer (6)
   Nays: None (0)
   Absent: Kremen (1)

ADJOURN

The meeting adjourned at 9:35 a.m.

The Council approved these minutes on ______________, 2015.

ATTEST:

WHATCOM COUNTY COUNCIL

WHATCOM COUNTY, WASHINGTON

______________________________  ______________________________
Dana Brown-Davis, Council Clerk   Carl Weimer, Council Chair
WHATCOM COUNTY COUNCIL  
Committee Of The Whole  
March 31, 2015

CALL TO ORDER

Council Chair Carl Weimer called the meeting to order at 6:00 p.m. in the Council Conference Room, 311 Grand Avenue, Bellingham, Washington.

ROLL CALL

Present: Barbara Brenner, Satpal Sidhu, Rud Browne, Barry Buchanan, Ken Mann, and Carl Weimer
Absent: Pete Kremen

COMMITTEE DISCUSSION

1. DISCUSSION WITH SENIOR DEPUTY PROSECUTOR ELIZABETH GALLERY REGARDING PENDING LITIGATION, VENTRES V. WHATCOM COUNTY JAIL (AB2015-018)

Attorney Present: Elizabeth Gallery

Weimer stated that discussion of agenda item one may take place in executive session pursuant to RCW42.30.110 (1)(i). Executive session will conclude no later than 7:00 p.m. If the meeting extends beyond the stated conclusion time, he will step out of the meeting to make a public announcement.

Mann moved to go into executive session until no later than 7:00 p.m. to discuss the agenda items pursuant to RCW citations as announced by the Council Chair.

The motion carried by the following vote:
Ayes: Sidhu, Brenner, Browne, Buchanan, Mann, and Weimer (6)
Nays: None (0)
Absent: Kremen (1)

OTHER BUSINESS

ADJOURN

The meeting adjourned at 6:14 p.m.

The Council approved these minutes on ______ 2015.

ATTEST: WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON
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Dana Brown-Davis, Council Clerk
Carl Weimer, Council Chair

Jill Nixon, Minutes Transcription
CALL TO ORDER

Council Chair Carl Weimer called the meeting to order at 6:45 p.m. in the Council Conference Room, 311 Grand Avenue, Bellingham, Washington.

ROLL CALL

Present: Barbara Brenner, Sam Crawford, Rud Browne, Barry Buchanan, Pete Kremen and Carl Weimer

Absent: Ken Mann

COMMITTEE DISCUSSION

1. DISCUSSION WITH SENIOR DEPUTY PROSECUTOR KAREN FRAKES REGARDING GROWTH MANAGEMENT HEARINGS BOARD CASE NO. 11-2-0010C (AB2015-018)

Attorney Present: Karen Frakes

Weimer stated that discussion of agenda item one may take place in executive session pursuant to RCW42.30.110 (1)(i) and discussion of agenda items two and three may take place in executive session pursuant to RCW42.30.110 (1)(b). Executive session will conclude no later than 7:00 p.m. If the meeting extends beyond the stated conclusion time, he will step out of the meeting to make a public announcement.

Browne moved to go into executive session until no later than 7:00 p.m. to discuss the agenda items pursuant to RCW citations as announced by the Council Chair.

The motion carried by the following vote:

Ayes: Brenner, Browne, Buchanan, Kremen and Weimer (5)

Nays: None (0)

Absent: Sidhu (out of the room) and Mann (2)

OTHER BUSINESS

ADJOURN

The meeting adjourned at 6:50 p.m.

The Council approved these minutes on ______ 2015.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

______________________________  ______________________________
Dana Brown-Davis, Council Clerk   Carl Weimer, Council Chair
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Jill Nixon, Minutes Transcription
CALL TO ORDER

Council Chair Carl Weimer called the meeting to order at 7:00 p.m. in the Council Chambers, 311 Grand Avenue, Bellingham, Washington.

ROLL CALL

Present: Barbara Brenner, Ken Mann, Satpal Sidhu, Carl Weimer, Pete Kremen, Rud Browne and Barry Buchanan.

Absent: None.

FLAG SALUTE

ANNOUNCEMENTS

Weimer announced the following five items were discussed in executive session during the Committee of the Whole meeting:

1. UPDATE ON LAKE WHATCOM TMDL (TOTAL MAXIMUM DAILY LOAD) DISPUTE RESOLUTION (AB2015-018)
2. DISCUSSION REGARDING QUALIFICATIONS OF APPLICANTS – LEGISLATIVE ANALYST POSITION (AB2015-018)

Agenda Revision Item: STRATEGY PLANNING DISCUSSION AND POSITIONS TO BE TAKEN REGARDING COLLECTIVE BARGAINING (AB2015-018)

4. CONSIDERATION OF AN APPEAL OF THE HEARING EXAMINER’S DECISION ON FILE # CUP2009-0021 & LSS2010-0002, FILED BY JULIE CARNEY AND MICHAEL REID REGARDING THE LINCOLN PARK RETIREMENT HOME CENTER (AB2014-070)

Mann moved to uphold the Hearing Examiner decision regarding the Lincoln Park Retirement Home Center.

The motion carried by the following vote:
Ayes: Mann, Sidhu, Browne, Buchanan, Weimer and Kremen (6)
Nays: Brenner (1)

ORDER AND ALLEGED CODE VIOLATIONS FOR OPERATING A COMMERCIAL DOG KENNEL, “ROVER STAY OVER” (AB2015-080)

Weimer stated there were multiple parts to this consideration. First was a motion by the attorney that councilmembers recuse themselves from this decision, so the councilmembers will one-by-one discuss whether they should recuse themselves or not.

Browne stated he’s thought about the motion to recuse, and does not believe that anything he may have seen or heard would prevent him from rendering a fair decision on this matter.

Buchanan stated he also feels he can be fair and impartial in this decision, and nothing he’s seen has influenced him beyond the record.

Mann stated he would make his decision based on the record in front of the Council. He will be impartial. That’s how he will make his decision.

Weimer stated he also will make his decision based on the record in front of the Council. He understands that he received some email chains, but he really has no recollection of those, so they don’t change his opinion of this matter at all.

Brenner stated she will recuse herself. Less than 24 hours before the Council received the appeal, she met with someone. She thought they were just meeting for tea, but the person had a whole bunch of information. She didn’t realize the Council was getting the appeal the next day, so she went through the material. She went way too far, so she can’t make a fair and impartial decision.

Kremen stated that based on his knowledge regarding this issue, he can be fair and impartial, and will be.

Sidhu stated he is too new on the Council, so he did not have much knowledge of this. He will be fair in this decision.

Weimer stated there is also a motion to strike a variety of information that has been entered.

Browne moved to grant the motion to strike, in part. Specifically that 1. any evidence in the brief or exhibit A that is not in the Hearing Examiner record be stricken, 2. the declaration of Charmae Scheffer be stricken (Exh. B), 3. the declaration of Dannon Traxler be stricken (Exh. C), 4. Exhibit C-1 be stricken, and 5. declaration of Sydney Scheffer be stricken.

The motion carried by the following vote:
Ayes: Mann, Sidhu, Browne, Buchanan, Weimer and Kremen (6)
Nays: None (0)
Recused: Brenner (1)

Browne moved to uphold the Hearing Examiner’s decision.

The motion carried by the following vote:
Ayes: Mann, Sidhu, Browne, Buchanan, Weimer and Kremen (6)
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document is not to be considered as the final minutes. All information contained
herein is subject to change upon further review and approval by the Whatcom
County Council.

Deaths:
None (0)

Recused: Brenner (1)

Weimer stated a lot of people are here for this matter this evening. The Hearing
Examiner properly found that this type of operation, which falls under the definition of a
commercial kennel in Whatcom County Code is not a permitted use in the agricultural zone,
where it is located. The Scheffers improperly operated this business, converted the use of
their existing building impermissibly, and constructed a new building without proper permits
from the County. That’s the decision the Council upholds.

(Clerk’s Note: The Council took a break at approximately 7:08 p.m.)

CITIZEN BOARD AND COMMITTEE VACANCIES

Weimer announced the Planning Commission vacancy of the District 3 position.

SPECIAL PRESENTATIONS

1. EXECUTIVE LOUWS TO PRESENT THE 2015 STATE OF THE COUNTY SPEECH
(AB2015-162)

Jack Louws, County Executive, submitted and read the State of the Council address
(on file). He spoke of accomplishments achieved in the last year, projects and programs
that are underway, future initiatives, and the County’s financial status.

2. WHATCOM COUNTY SHERIFF BILL ELFO TO READ A PROCLAMATION
RECOGNIZING POLICE WEEK (MAY 11-15) AND CORRECTIONS WEEK (MAY
4-10) (AB2015-017)

Bill Elfo, County Sheriff, described the history and purpose of Police Week. He
described acts of bravery performed by several Whatcom County Sheriff deputies in the
past year, for which they were awarded a number of commendations.

PUBLIC HEARINGS

1. RESOLUTION APPROVING AN AGREEMENT FOR SALE OF A LICENSE TO
PROVIDE LEGAL PROPERTY ACCESS OVER COUNTY-OWNED LAND (AB2015-
152)

Weimer opened the public hearing, and the following people spoke:

Alexandra King, Able Trust Trustee, asked Council to support the agreement. This
property was split off from a piece of property in the front that borders Laurel Road in 1970.
Proper access was never granted. It’s come to their attention that, to get a building permit
for Abel Pit, they have to get proper permission.
Mann asked the reason for the spelling difference between the name of the Trust and the name of the pit.

Andrew Hester, Public Works Department, stated the gravel pit is spelled “Abel,” and the Trust was spelled the correct way, “Able.” When the County acquired it, historically the family name was Abel. Legal counsel noticed the different spellings. The documents are correct as they are.

Brian Kirkvliet stated the road has been used like a public road as long as they’ve lived there. There just hasn’t been legal access. They want to move forward with a building permit, which is why they ask for this. The road has a road sign and gets sealed, just like all the other roads.

Hearing no one else, Weimer closed the public hearing.

Brenner moved to approve the resolution. She asked why this is called a license instead of an easement. Hester stated that a license is a personal right, and gives the County more flexibility. An easement stays with the property forever. Because there is an active gravel pit, the County would like an opportunity to renegotiate with the next owners if the property is ever sold. It’s just an access for residential use. If things change, they want to be able to change the terms.

Brenner asked what other things it could be used for that would be detrimental to the County interest if it were an easement. Hester stated that if the County sells its property, an easement makes it less attractive. The license gives the County more control and provides more protection for the County. The license has hold harmless language to protect the County. Make sure that all the proper provisions are in place. The license is written so that if the owners don’t use it after a certain number of years, the properties combine, or they achieve another access, the license will no longer exist.

Brenner stated they’ve been there for 20 years. The road has been used for 20 years. She asked if it is adverse possession. Hester stated there can’t be adverse possession on public property. If this was a private situation, they would have a clear right to an easement.

Brenner stated the County originally allowed that to be there. It seems the County is obligated. Hester stated that’s why the County is granting them a license at no cost.

Brenner stated she would support this, but isn’t sure it’s in the best interest of the parties. Hester stated Public Works staff spoke with Planning staff, who indicated they were fine with the license.

Brenner stated the owners seem fine with it.

Mann stated a license sounds less permanent than an easement. He asked how the County can issue a building permit on a property that doesn’t have permitted access. Hester stated the license doesn’t end if the members of the Trust change. The Trust would have to actually sell the property to another property owner. The language doesn’t say the County will deny access, but the County just wants to review the conditions.
King said they would rather have an easement. She understands the landlocked property is legal. If the County granted the land division in the first place, she doesn’t understand why it’s not an easement. An easement would make it easier to sell the property. Perhaps it should be a public road, because people use it like it is a public road.

Browne stated he would rather have an easement if he were the landowner. He wants to see the County give them the opportunity of getting an easement. He will support the resolution, but he wonders whether there is anything that stops the County from accommodating an easement. It may take some consideration. Easements usually entail some sort of consideration. He would encourage it.

Kremen stated the applicants obviously would rather have an easement. The Council is supposed to look out for the best interest of the county. They haven’t had an opportunity to discuss the rationale with the legal department, and how firm they are on this issue. If the Council were to arbitrarily make this an easement, the administration may not go along with it. If the Council is going to change the proposal that has been agreed to, they need to talk with the administration first.

Weimer stated the request is for a license, not an easement. The Council would have to turn down the license agreement and come back with an easement, if that is the wish of the Council.

King stated they would love to move forward with their project. It would be wonderful if this license were approved with an understanding they could come back and ask to turn it into an easement if the legal department approves.

Brenner stated an easement could have hold harmless language, so it would be a civil matter if something happened.

King stated the gravel trucks and the people who access the road have been there for 50 years. It’s already happening. It’s been the only access to that property since 1970.

Browne stated he’s not suggesting they do anything at the last minute, other than approve or disapprove this. He encourages the applicants and the County to see if an easement is a more appropriate solution in the long term.

Weimer stated he assumes nothing precludes the Council from talking about an easement in the future if it approves the license tonight.

The motion carried by the following vote:
Ayes: Brenner, Mann, Sidhu, Browne, Buchanan, Weimer and Kremen (7)
Nays: None (0)

OPEN SESSION

The following people spoke:

Jan Lind-Sherman submitted a handout (on file) and spoke about funding for the proposed new jail and mental health programs.
Dan McShane submitted a handout *(on file)* and spoke about the budget for the proposed new jail.

Wendy Harris spoke about development in the Lake Whatcom watershed.

Jenny Feldman spoke about the proposed new jail project.

Joy Gilfilen spoke about the proposed sales tax initiative to pay for the proposed new jail.

Max Perry spoke about the proposed new jail project.

**CONSENT AGENDA**

_Browne_ reported for the Finance and Administrative Services Committee and **moved** to approve Consent Agenda items one and two.

The motion carried by the following vote:

_Ayes:_ Brenner, Mann, Sidhu, Browne, Buchanan, Weimer and Kremen (7)

_Nays:_ None (0)

1. **REQUEST APPROVAL FOR THE COUNTY EXECUTIVE TO AWARD THE BID AND ENTER INTO A CONTRACT WITH SINGLE SOURCE BIDDER, THE BELLINGHAM HERALD, FOR OFFICIAL PRINTING SERVICES (AB2015-161)**

2. **REQUEST APPROVAL FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT FOR CONSULTANT SERVICES BETWEEN WHATCOM COUNTY AND COVENANT CONSULTANTS, INC., FOR THE RESEARCH AND VALUATION DEFENSE OF THE RECENT PROPERTY APPRAISAL APPEALS BY BP OIL REFINERY, IN THE AMOUNT OF $41,500 (AB2015-130A)**

**OTHER ITEMS**

1. **RESOLUTION DESIGNATING PORTAGE BAY AS A MARINE RECOVERY AREA (AB2015-166)**

_Buchanan_ reported for the Natural Resources Committee and **moved** to approve the resolution.

The motion carried by the following vote:

_Ayes:_ Brenner, Mann, Sidhu, Browne, Buchanan, Weimer and Kremen (7)

_Nays:_ None (0)

2. **REQUEST APPROVAL OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF BELLINGHAM AND WHATCOM COUNTY FOR THE DIVISION OF EMERGENCY MANAGEMENT SERVICES (EMS) ASSETS AND LIABILITIES (AB2015-160)**
Browne reported for the Finance and Administrative Services Committee and moved to approve the request.

The motion carried by the following vote:
Ayes: Brenner, Mann, Sidhu, Browne, Buchanan, Weimer and Kremen (7)
Nays: None (0)

COUNCIL APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES

1. APPOINTMENT TO THE SURFACE MINING ADVISORY COMMITTEE, GEOLOGIST POSITION, APPLICANT(S): LYNNI BENNETT (AB2015-136)

Browne moved to appoint Lynni Bennett.

The motion carried by the following vote:
Ayes: Brenner, Mann, Sidhu, Browne, Buchanan, Weimer and Kremen (7)
Nays: None (0)

2. APPOINTMENT OF FLOOD CONTROL ZONE DISTRICT ADVISORY COMMITTEE (FCZDAC) ALTERNATE MICHAEL SCHONEVELD TO THE FCZDAC, GEOGRAPHIC REPRESENTATIVE (AB2015-155)

(Council Acting as the Whatcom County Flood Control Zone District Board of Supervisors.)

Browne moved to approve the appointment.

The motion carried by the following vote:
Ayes: Brenner, Mann, Sidhu, Browne, Buchanan, Weimer and Kremen (7)
Nays: None (0)

INTRODUCTION ITEMS

Buchanan moved to accept Introduction Items one through four.

The motion carried by the following vote:
Ayes: Brenner, Mann, Sidhu, Browne, Buchanan, Weimer and Kremen (7)
Nays: None (0)

1. ORDINANCE AMENDING THE 2015 WHATCOM COUNTY BUDGET, SIXTH REQUEST, IN THE AMOUNT OF $35,783 (AB2015-163)

2. ORDINANCE AMENDING THE 2015 WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT BUDGET, SECOND REQUEST, IN THE AMOUNT OF $400,000 (AB2015-164) (COUNCIL ACTING AS THE BOARD OF SUPERVISORS)
3. **RESOLUTION IN SUPPORT OF AN APPLICATION FOR A WASHINGTON DEPARTMENT OF COMMERCE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FOR FUNDS TO BE USED FOR CONSTRUCTION OF THE ADDITIONAL MULTI-PURPOSE BUILDING AT THE EAST WHATCOM REGIONAL RESOURCE CENTER (AB2015-165)**

4. **ORDINANCE AMENDING WHATCOM COUNTY CODE 2.02 TO REVISE COUNTY COUNCIL MEETING RULES (AB2015-082A)**

**COMMITTEE REPORTS, OTHER ITEMS, AND COUNCILMEMBER UPDATES**

Brenner reported for the Public Works, Health, and Safety Committee about its **discussion of a proposed resolution establishing a Whatcom County Criminal Justice Diversion Task Force intended to provide recommendations, oversight, and specific timeframes on the construction and operation of a new or expanded multi-purpose crisis triage facility to assist with jail and hospital diversion, and new development or enhancement of programs designed along a continuum that effectively reduce criminal justice involvement for individuals struggling with mental illness and chemical dependency (AB2015-047I).**

Mann reported for the Planning and Development Services Department about its **discussion of a proposed ordinance amending Whatcom County Code Title 20 to allow vacation rental units as an accessory use (AB2015-072A).**

Browne stated there are a number of opportunities to serve as an alternate on the Flood Control Zone District Advisory Committee and encouraged interested citizens to consider joining the board as an alternate.

Mann stated the Finance Committee received a report from Recreation Northwest, which was part of a study done by an economist group, which identified that Whatcom county has 279 recreational businesses that create 3,728 jobs and $508 million in revenue. It was an interesting report.

Brenner stated the Woods Tour is coming up and is hosted by the Women in Timber. It’s an amazing event that is different every year. She described the annual event. Whatcom county has a great forestry industry. If the foresters who live in the county don’t take care of the forest, they won’t have their jobs. It’s in their best interest to be proactive about protecting the natural resource.

Kremen described the Woods Tour. It’s a perspective all councilmembers should have to make better-informed decisions on forest practices in Whatcom county.

The Washington State Association of Counties annual board meeting and planning meeting was last week and was well-attended. They discussed how to make the Association more influential in Olympia. The Association is working on an agreement with the Washington State Realtors Association for the flexibility of real estate excise tax (REET) funding. Counties will have more flexibility in using REET funds.
Sidhu stated he agrees that the recreation industry in Whatcom county is a best-kept secret. It was informative to hear about all the jobs and revenue, which are assets for the county. They should use that success to bring more business to Whatcom county.

Brenner stated members of the public are invited to the Woods Tour.

Weimer stated there are a lot of questions and answers about the new jail project posted on the County Executive’s website. He encourages people to look at that information.

**ADJOURN**

The meeting adjourned at 8:17 p.m.

The County Council approved these minutes on ______, 2015.

**ATTEST:**

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Council Clerk
Carl Weimer, Council Chair

Jill Nixon, Minutes Transcription
**WHATCOM COUNTY COUNCIL AGENDA BILL**

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**TITLE OF DOCUMENT:**

Ordinance to close portion of Manley Road to motorized vehicular traffic.

**ATTACHMENTS:**

1. Memo to County Executive and Council
2. Supporting letters or email from: Wefer Tree Farm, Kinder Morgan, So. Whatcom Fire Authority, Bloedel Timberlands, N. Muriby, City of Bellingham Water Dept.
3. Proposed Ordinance
4. Vicinity Map

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

**Should Clerk schedule a hearing?** ( X ) Yes ( ) NO  
**Requested Date:** 7/7/15

**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.)

Whatcom County has received requests from Wefer Tree Farm, Inc. and Kinder Morgan, Inc to close a portion of Manley Road to motorized vehicular traffic. The closure is requested due to frequent illegal dumping, trespass and other illegal activities on this dead end portion of road.

**COMMITTEE ACTION:**

6/23/2015: Introduced 7-0

**COUNCIL ACTION:**

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<th>Related County Contract #:</th>
<th>Related File Numbers:</th>
<th>Ordinance or Resolution Number:</th>
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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.
ORDINANCE NO. ______
ORDERING THE CLOSURE OF A PORTION OF MANLEY ROAD TO MOTORIZED VEHICULAR TRAFFIC

WHEREAS, THE Whatcom County Council has been requested by the Wefer Tree Farm, Inc. and Kinder Morgan, Inc. to close a portion of Manley Road to motorized vehicular traffic southeasterly of Samish Way; and

WHEREAS, the closure is requested because illegal dumping has taken place in that area for many years and efforts to stop the dumping have been ineffective, and because of frequent trespass and illegal activities on adjoining vacant property, and

WHEREAS, Manley Road dead ends with no residential structures beyond the proposed closure location, and

WHEREAS, the County Council held a public hearing on the proposed closure on July 7, 2015, and is authorized to close the road according to the provisions of RCW 36.32.120.

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that the Public Works Department of Whatcom County is hereby directed, subject to further consideration for re-establishing access for adjoining property owners, to close Manley Road to motorized vehicular traffic from 0.06 miles southeasterly of Samish Way to the end of the Manley Road right-of-way.

BE IT FURTHER ORDAINED that as a condition of closure, Wefer Tree Farm, Inc. and Kinder Morgan, Inc. will install proper signs, vehicle gate and pedestrian gate, allowing pedestrian and non-motorized access along said portion of Manley Road and as approved by Whatcom County Public Works. The County will continue to maintain Manley Road past the gate to allow for pedestrian and bicyclists use.

ADOPTED this 7th day of July, 2015.

ATTEST: 

Dana Brown-Davis, Council Clerk

Carl Weimer, Council Chair

APPROVED AS TO FORM: 

Daniel J. Askwith
Chief Civil Deputy Prosecutor

() Approved  () Denied

Jack Louws, Executive

Date: __________________________
MEMO TO: The Honorable Jack Louws, County Executive, and
Honorable Members of the Whatcom County Council

THROUGH: Jon J. Hutchings, Director

FROM: Joseph P. Rutan, P.E. County Engineer/Assistant Director
       Mike Donahue, Traffic Manager

DATE: 6/10/2015

RE: Ordinance to close a portion of Manley Road to Motorized Vehicular Traffic

Requested Action:
Consideration of Ordinance to close of Manley Road 0.06 miles southeast of Samish Way to motorized vehicular traffic.

Background and Purpose:
Whatcom County received a request from the Wefer Tree Farm, Inc and Kinder Morgan, Inc to close a portion of Manley Road. Letters from the Wefer Tree Farm and Kinder Morgan state that damage due to four-wheeling has occurred on top of the Trans-Mountain pipeline adjacent to Manley Road, along with dumping and various other illegal activities.

Wefer Tree Farm, Kinder Morgan and adjacent property owners, (the “applicants”) request closure of Manley Road from 0.06 miles southeasterly of Samish Way to the end of the Whatcom County right of way of Manley road to motorized vehicular traffic. Pedestrians and bicyclists will still be able to access and use the section of Manley Road. The applicants will purchase and install a vehicle gate with pedestrian entrance, erect signs, all of which must be approved by the County per County ordinance. The County will continue to maintain Manley Road past the gate to allow for pedestrian and bicyclists use.

History:
In the 1990’s Whatcom County Public Works installed a gate on Manley Road at Samish Way.ly of Samish Way. This was done due to complaints of garbage dumping further up this dead end roadway. This action was taken without the proper approval of the County Council. In 2009 a culvert past the gate was washed out during a storm. It was replaced by a 40-foot long bridge constructed with Federal Emergency funding. At that time it was discovered that the gate was installed without proper authority and was removed. Since that time there has been increasing incidents of illegal dumping, private property damage and trespass as well as potential threats of damage to the Trans-Mountain pipeline immediately adjacent to Manley Road in the portion proposed to be closed to vehicular traffic.

Requested Action:
The Public Works Department recommends the closure of this portion of Manley Road to motorized vehicular traffic. We request that the County Council review, introduce and adopt the proposed ordinance to close the road to motorized vehicular traffic at 0.06 miles southeasterly of Samish Way to the end of the Manley Road right of way.
September 30, 2014

Joe Rutan
Assistant Director
Whatcom County Public Works
322 N. Commercial Street, Ste. 210
Bellingham, WA 98225

Dear Joe:

Thank you for taking the time to meet with representatives of the Wefer Tree Farm, Inc. and Kinder Morgan on September 22, regarding the possibility of putting a gate near the north end of Manley Road.

As you know, Manley Road, is an unmaintained County road which is gravel. It is not a through road, but dead ends at the Wefer Tree Farm, Inc. gate. Its primary users are Bloedel Timber and Wefer Tree Farm, Inc. along with a number of utilities who have lines near the road including Kinder Morgan. To my knowledge, at the point where we discussed a potential gate, there are no individual landowners which would be impacted.

Quite a number of years ago a gate was placed further north on Manley Road than we discussed on the 22nd in order to deal with underage drinking, unsanitary conditions created from such activity, and the dumping of garbage and appliances near the Wefer Tree Farm, Inc. gate. I believe the Whatcom County Health Department was involved in this action being taken.

In more recent years, the Manley Road gate was removed by the County. You explained to us that you needed to do that in order to obtain funds to repair a bridge that had washed out. The removal of the gate has caused garbage to again be found outside our gate (including used condoms) and evidence of firewood theft. Vehicles have also driven through ditch lines causing water issues which impact the County road. We also have serious concerns about fire danger, especially during the dry summers like we just experienced and potential equipment vandalism. With a buried oil pipeline running through our property, I'm sure these are concerns of theirs as well. There are also a number of utilities that have lines running along Manley Road and through our property including Puget Sound Energy and Verizon. Tampering with utilities, equipment vandalism, firewood theft, garbage dumping, wildfires and other such activities become more likely when someone can drive into a forested area where they are out of sight. An example of this is recent dumping of insulation at the end of the County road at our gate. This appears to be illegal activity regarding stripping copper wire.

Wefer Tree Farm, Inc. is in full support of Kinder Morgan's offer to pay for erecting a gate near the north end of Manley Road. The gate would have the ability for six locks which should cover all users including
the South Whatcom Fire Authority. Wefer Tree Farm, Inc. will provide equipment to install the gate, so there will be no monetary expense for the County, other than any signs you may wish to erect.

You mentioned the County would likely have an interest in allowing for a recreation entrance past the gate to allow walkers and bicycle riders access to the County right-of-way. We are okay with this type of usage up until they reach our gate which is signed as "no trespassing."

Should you need any further information, please don’t hesitate to contact us. We would appreciate you letting us know when this will appear on the Council agenda so we can be attendance at that meeting.

Again, thanks for your time and attention to this matter, Joe.

Sincerely,

Herbert A. Barker
President, Wefer Tree Farm, Inc.
P. O. Box 5006
Bellingham, WA 98227

Wendy Wefer-Clinton
Treasurer, Wefer Tree Farm, Inc.
823 E. Lake Samish Dr.
Bellingham, WA 98229
October 14, 2014

Joe Rutan
Assistant Director
Whatcom County Public Works
322 N. Commercial St, Ste. 210
Bellingham, WA 98225

RE: Request for installation of gate near north end of Manley Road

Dear Joe,

We appreciated the opportunity to meet with you on September 22nd to discuss our concerns with the absence of a gate near the north end of Manley Road, and our subsequent request for permission from the County to install a new gate as soon as possible.

As explained during the meeting Kinder Morgan would pay for all costs associated with the purchase and installation of a gate, with Wefer Tree Farm, Inc. agreeing to provide the necessary equipment to perform the install. The County would not be responsible for any expenses associated with this project, we are not asking for any financial support whatsoever. It should be noted however that any signs the County chooses to erect after the installation of the gate would need to be covered out of County funds.

The need for a gate has become imperative especially with buried utilities running along and through the property. Among the more important issue at hand, the lack of a gate invites unauthorized activities on the property that could possibly lead to the damage of underground utilities, something Kinder Morgan strives to avoid at all costs. Some issues that have already occurred on the property include: garbage being dumped, four wheel driving activities resulting in vehicles getting stuck and KM techs having to pull them out, unauthorized camping and ditch line driving. Also, utility tampering, equipment vandalism, and wildfires become concerns when the public has full access to a forested area where an individual can remain out of site during such acts. We believe with a gate installed in the area proposed to the County that these types of occurrences would be minimized and concerns noted above alleviated.

Please let me know should you have any questions or require further information in order to move forward with the approval process through the County. Also, we would like to kindly request that you let us know when this issue will be on the council agenda so that we may attend the meeting.

Thank you for your consideration of this most important request.

Sincerely,

Patrick A. Davis
Supervisor, Puget Sound
October 27, 2014

Joe Rutan  
Assistant Director  
Whatcom County Public Works  
322 N. Commercial Street, Ste. 210  
Bellingham, WA  98225

Dear Joe,

I’ve been asked to respond on a request from Wefer’s Forest Limited Partnership, who is also working with Kinder Morgan to install a gate on the Manley Road just south of the new small bridge that was put in on the north end of Manley Road.

The Fire Authority supports the installation of this gate as outlined where the gate will have a spot on it that allows for fire authority access when needed. This gate and lock system is similar to ones used throughout the fire authority’s service area and allows for emergency access and limits the potential for unauthorized uses.

Should you need any further information please feel free to contact me.

Sincerely,

[Signature]

David M. Ralston  
Fire Chief
From: Roy Bever [mailto:rbever@wavecable.com]
Sent: Wednesday, April 08, 2015 7:04 AM
To: Linda Marley
Cc: 'Ryan Lindsay'
Subject: RE: Manley Road Gate

Ms. Marley,

Bloedel Timberlands Development Inc. approves of installing a gate on the county right of way abutting parcel #370323103500.

Roy Bever
Vice President Forest Operations
Bloedel Timberlands Development Inc
Hi Mike,
I do own 3 timber parcels property ID#27125 + #2727 +#2729, like the other property owners on that road we have been bothered with people driving on that road and dumping old house belongings and other discards in our lots on that road. I do herewith appeal to our county to let us reinstall a gate that is locked and with keys available to every one using that road to get to their property there. Thank you in advance for your consideration of our request..
Nujud R Muriby

Email sent 3 25 2015
Lynda,

I went out and looked at the property this afternoon and Public Works would not be opposed to gating off the road so long as we can daisy chain one of our locks on the gate so that we can maintain access to our property. If you would like to discuss further please give me a call or email anytime.

Thanks,

Michael Olinger
City of Bellingham
Public Works Operations
Superintendent of Maintenance
Desk: 360-778-7725
Cell: 360-510-6349

Email city of Bellingham
April 9 2015
Date: May 29, 2015

To: Mike Donahue, Engineering Manager/Traffic

From: Wain Harrison, Manager Building Services/Deputy Fire Marshal

Through: J.E. "Sam" Ryan, Director/Fire Marshal

Cc: John Hutchings, Director Public Works
    Joe Rutan, Assistant Director/County Engineer
    Gary Johnson, Senior Engineering Technician

Subject: Manly Road Gate
        Letter of Request, 5/29/2015
        Turnaround Required by County Code

Thank you for your letter of request regarding the proposed gate installation at approximately the 5100 block of Manly Road. The gate is proposed to be installed across and within the public right of way of Manly Road.

I do not believe the Fire Marshal’s Office has jurisdiction to waive code within a public right of way. That is the responsibility of the County Engineer. However, we can say that, based in part on the determination of Assistant Chief Topel of South Whatcom Fire Authority that the existing adjacent intersection to the northeast is adequate for a turnaround for emergency apparatus; and based on the fact that no buildings or residences exist beyond the location of the proposed gate; and based on the reasonable proximity and maintained dimensions of the road and existing intersection just northeast of the proposed gate location, the Fire Marshal’s Office would support the County Engineer in a determination which accepts the existing adjacent intersection as an alternative turnaround location.

Feel free to contact me if you have any questions.
Vicinity Map For Proposed Manley Rd. Closure

Legend:
- Proposed Road Closure

1 inch = 2,000 feet
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**TITLE OF DOCUMENT:**
Ordinance amend WC Charter to provide for five equal districts

**ATTACHMENTS:**
Ordinance

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

**Should Clerk schedule a hearing?** ( ) Yes ( ) NO
**Requested Date:** 7/7/2015

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

This ordinance directs the County Auditor to place on the November 2015 general election ballot a charter amendment changing the present system of electing members of the county council from three districts with one at-large member to a system of five districts in which five of the seven county council members represent her or his district plus two at-large council members.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**
6/23/2015: Introduced 7-0

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

**Please Note:** Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County’s website at: [www.co.whatcom.wa.us/council](http://www.co.whatcom.wa.us/council).
ORDINANCE NO._______

PROPOSING AN AMENDMENT TO THE WHATCOM COUNTY CHARTER
TO RESPECT COMMUNITIES AND PROVIDE FOR FAIR
ELECTIONS IN FIVE EQUAL COUNCIL DISTRICTS

WHEREAS, both the Washington State Constitution and the Whatcom County Charter allow the County Council to propose Charter amendments to the voters; and

WHEREAS, county citizens have testified at the 2015 Charter Review Commission meetings and expressed concerns regarding diversity and representation on the County Council; and

WHEREAS, RCW 29A.76.010 states that:

(a) Each district shall be as compact as possible.

(b) Each district shall consist of geographically contiguous area.

(c) Population data may not be used for purposes of favoring or disfavoring any racial group or political party.

(d) To the extent feasible and if not inconsistent with the basic enabling legislation for the municipal corporation, county, or district, the district boundaries shall coincide with existing recognized natural boundaries and shall, to the extent possible, preserve existing communities of related and mutual interest; and

WHEREAS, both rural areas and the City of Bellingham are in each of the three districts and both are communities of interest that, to the extent possible, should not be divided yet are divided under our current three district system; and

WHEREAS, five districts would minimize municipal division and enable communities of interest to remain whole; and

WHEREAS, moving from three districts to five districts will ensure rural and urban geographic areas are represented by a person who resides within their district; and

WHEREAS, five districts as proposed would more closely comply with RCW 29A.76.010 than our three current districts which may be in conflict with existing state law.

WHEREAS, the Whatcom County Charter allows a super majority of the Whatcom County Council to place charter amendment measures as general election ballot questions to be voted on by all qualified registered voters of Whatcom County.

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that the County Auditor shall place on the November 2015 general election ballot a Charter amendment changing the current system of electing members of the Whatcom County Council from three districts with one at-large council member to a system of five districts in which five of the seven county council members represent her or his district plus two at-large council members.
BE IT FURTHER ORDAINED that the five districts shall have a population as nearly equal as is practicable based on the population reported in the federal decennial census, shall be as compact as possible, shall consist of geographically contiguous area, shall not be drawn purposely to favor or discriminate against any political party or group, and shall, to the extent possible, preserve existing communities of related and mutual interest.

BE IT FURTHER ORDAINED that the initial districts shall be as equal as possible and that District 5 shall contain Ferndale, Lummi Reservation, Lummi Island, Birch Bay, Blaine and Point Roberts; District 4 shall contain Lynden, Sumas, Everson, Nooksack and the surrounding farmland; District 3 shall contain Deming, Welcome, Kendall, Maple Falls, Acme, Sudden Valley, Lake Whatcom, Lake Samish and Chuckanut; District 2 shall be north Bellingham; District 1 shall be south Bellingham.

BE IT FURTHER ORDAINED that the transition shall take place as follows: Districts 1, 2, 3, and At-Large Position A to be elected in 2017, Districts 4, 5, and At-Large Position B to be elected in 2019.

BE IT FINALLY ORDAINED by the Whatcom County Council that the County Auditor shall place on the November 2015 general election ballot a Charter amendment as specified in Exhibits A to this ordinance.

ADOPTED this __________ day of __________________, 2015.

ATTEST:

Dana Brown-Davis, Council Clerk

APPROVED AS TO FORM:

Karen Koch

Civil Deputy Prosecutor

Date: 7/1/15

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Carl Weimer, Council Chair

( ) Approved ( ) Denied

Jack Louws, County Executive
EXHIBIT A
(CHARTER AMENDMENT – FIVE COUNCIL DISTRICTS)

Whatcom County Council Charter Amendment #1

As adopted by the Whatcom County Council: Shall the Charter be amended to create five equal districts that preserve communities of interest and are as compact as possible? There shall be one council position in each of the five districts plus two at-large who shall be nominated without regard to district.

Ballot Title:

Proposition No. 1
ELECTING COUNCIL MEMBERS

The Whatcom County Council has proposed an amendment to the Whatcom County Charter concerning the method of electing County Council members. This measure would amend Charter Section 2.11 and 2.12 to create five equal districts. There shall be one council position in each of the five districts plus two at-large who shall be nominated without regard to district. Should this proposal be:

APPROVED
REJECTED

Amended Charter Language:

Section 2.11 Five Three Districts.

The County Council shall consist of seven (7) members, selected as follows: For purpose of nomination of members of the Council, the county shall divide into five three districts so that each district shall comprise as nearly as possible one-fifth third of the population of the county.

Section 2.12 Nominations.

(a) Nominees by district.

There shall be one two Council positions in each of the five three districts, designated position (A) and position (B), respectively. At the primary election, the qualified electors of each district shall select two (2) candidates for each position to be filled from their district.

(b) Nominee at large.

There shall be one two Council positions designated councilmember at-large, which shall be nominated in different years without regard to district, designated position (A) and position (B), respectively. The two candidates receiving the largest number of votes county-wide at the primary election shall be certified as candidates for the position of councilmember at-large.

Transition language:

A Districting Committee shall be appointed by January 31 of 2016, as per Sections 4.40, 4.41, and 4.42 of the County Charter. The Committee shall draw a districting plan for five Council Districts. The approximate geographic areas covered by each district are anticipated to be:

District 1 – Central and South Bellingham
District 2 – North Bellingham
District 3 – Deming, Kendall, Acme, Sudden Valley, Lake Whatcom, Lake Samish and Chuckanut
District 4 – Lynden, Sumas, Everson and surrounding farmland
District 5 – Lummi Reservation, Lummi Island, Ferndale, Birch Bay, Blaine and Point Roberts.

Council positions 1A, 2A, 3A and the At-large Position shall become Council positions District 1, District 2, District 3 and At-large Position A, respectively. These positions will be elected commencing in 2017. Council position 1B, 2B and 3B shall become At-large Position B, District 4 and District 5, respectively. These positions shall be elected commencing in 2019.
**WHATCOM COUNTY COUNCIL AGENDA BILL**

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**TITLE OF DOCUMENT:**
Ord amend Charter to affirm legislative authority granted to Council by WA St

**ATTACHMENTS:**
Ordinance

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<th>SEPA review required?</th>
<th>( ) Yes</th>
<th>( ) NO</th>
<th>Should Clerk schedule a hearing?</th>
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**SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:** (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)

This ordinance directs the Auditor to place on the November 2015 general election ballot a charter amendment affirming that the State Constitution places the authority solely with the legislative authority of the county, the county council, to propose charter amendments to the voters, and that legislative discretion and authority granted by the State Constitution cannot be amended by a charter amendment.

**COMMITTEE ACTION:**

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**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.*
ORDINANCE NO.________

PROPOSING AN AMENDMENT TO THE WHATCOM COUNTY CHARTER TO AFFIRM THE LEGISLATIVE AUTHORITY GRANTED TO THE COUNTY COUNCIL BY THE WASHINGTON STATE CONSTITUTION

WHEREAS, Article XI Section 4 of the Washington State Constitution states that “Such charter may be amended by proposals therefore submitted by the legislative authority of said county to the electors thereof at any general election after notice of such submission published as above specified, and ratified by a majority of the qualified electors voting thereon. In submitting any such charter or amendment thereto, any alternate article or proposition may be presented for the choice of the voters and may be voted on separately without prejudice to others.”

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that the County Auditor place on the November 2015 general election ballot a charter amendment affirming that the State Constitution places the authority solely with the legislative authority of the county, the county council, to propose charter amendments to the voters, and that legislative discretion and authority granted by the State Constitution cannot be amended by a charter amendment.

ADOPTED this ___________ day of __________________________ 2015.

ATTEST:

[Signature]
Dana Brown-Davis, Council Clerk

[Signature]
Carl Weimer, Council Chair

[Signature]
Jack Louws, County Executive

APPROVED AS TO FORM:

[Signature]
Civil Deputy Prosecutor

( ) Approved ( ) Denied

Date: ____________________________
## WHATCOM COUNTY COUNCIL AGENDA BILL

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### TITLE OF DOCUMENT:
Ord amend Charter to elect Charter Review Commissioners by countywide vote

### ATTACHMENTS:
Ordinance

### SEPA review required? ( ) Yes ( ) NO
SEPA review completed? ( ) Yes ( ) NO
Should Clerk schedule a hearing? ( ) Yes ( ) NO
Requested Date: 7/7/2015

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

This ordinance directs the County Auditor to place on the November 2015 general election ballot a charter amendment changing the present system of electing commissioner to the charter review commission to a countywide vote so that while they reside in equal districts they consider the needs of the entire county when deliberating and reviewing our charter.

### COMMITTEE ACTION:

### COUNCIL ACTION:
6/23/2105: Introduced 7-0

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

Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County's website at: www.co.whatcom.wa.us/council.
ORDINANCE NO. __________

PROPOSING AN AMENDMENT TO THE WHATCOM COUNTY CHARTER TO ELECT
CHARTER REVIEW COMMISSION MEMBERS BY COUNTYWIDE VOTE

WHEREAS, the Washington State Constitution Article XI, Section 4 states that "any
county may frame a "Home Rule" charter for its own government subject to the Constitution
and laws of this state, and for such purpose the legislative authority of such county may
cause an election to be had, at which election there shall be chosen by the qualified voters
of said county not less than fifteen (15) nor more than twenty-five (25) freeholders thereof,
as determined by the legislative authority, who shall have been residents of said county for
a period of at least five (5) years preceding their election and who are themselves qualified
electors, whose duty it shall be to convene within thirty (30) days after their election and
prepare and propose a charter for such county."

WHEREAS, Whatcom County Charter Section 8.11 provides for a 15 member
commission with an equal number from each Council district with the qualified voters of the
respective districts voting only for candidates for their district at the general election; and

WHEREAS, Freeholders are elected by all the voters in our county so that they have
the best interests of the entire county in mind; and

WHEREAS, reviewing our Whatcom County Charter is no less important than the
task of the original Freeholders and should be undertaken with the interests of all citizens
and in the best interests of governing Whatcom County for all the people; and

WHEREAS, the Whatcom County Charter allows a super majority of the Whatcom
County Council to place charter amendment measures as general election ballot questions
to be voted on by all qualified registered voters of Whatcom County.

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that the
County Auditor shall place on the November 2015 general election ballot a Charter
amendment to change the current "district only" system of electing members of Whatcom
County Charter Review Commission to a system of countywide voting.

BE IT FINALLY ORDAINED by the Whatcom County Council that the County
Auditor shall place on the November 2015 general election ballot a Charter amendment as
specified in Exhibits A to this ordinance.

ADOPTED this________day of ________________________, 2015.

ATTEST: ____________________________________________

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Council Clerk

Carl Weimer, Council Chair

APPROVED AS TO FORM: ______________

( ) Approved ( ) Denied

Jack Louws, County Executive

Date: ________________________________
EXHIBIT A
(CHARTER AMENDMENT – COMMISSION MEMBERS)

Whatcom County Council Charter Amendment #2

As adopted by the Whatcom County Council: Shall the Whatcom County Charter be amended to require that all County Charter Review Commission members be elected by a countywide vote?

Ballot Title:

Proposition No. 2
ELECTION OF CHARTER REVIEW COMMISSIONERS BY COUNTYWIDE VOTE
The Whatcom County Council has proposed an amendment to the Whatcom County Charter concerning the election of County Charter Review Commission members. This measure would amend Charter Section 8.11 to provide for the election of County Charter Review Commission members by countywide vote. Should this proposal be:

APPROVED _______
REJECTED _______

Amended Charter Language

Section 8.11 Election and Period of Office.

At least every ten (10) years after the adoption of this Charter, the County Council shall cause an election of a Charter Review Commission, hereinafter referred to as the Commission. The Commission shall consist of fifteen (15) persons, an equal number from each Council district. There shall be no filing fee nor shall there be a primary. The qualified voters of Whatcom County the respective districts shall vote only for all candidates from their district at the general election.
### Title of Document:
Ord amend Charter to align reqmt to amend by citizen initiative with state law

### Attachments:
Ord

### 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 ordinance directs the Auditor to place on the November 2015 general election ballot a charter amendment that persons proposing a charter amendment must obtain signature of legal voters equal to or exceeding 8% or more of the votes cast for the office of governor in the last regular gubernatorial election.

### Council Action:
6/23/2015: Introduced 7-0

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**SEPA review required?** ( ) Yes ( ) NO  
**SEPA review completed?** ( ) Yes ( ) NO  
**Should Clerk schedule a hearing?** ( ) Yes ( ) NO  
**Requested Date:** 7/7/2015

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**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)
ORDINANCE NO.___________

PROPOSING AN AMENDMENT TO THE WHATCOM COUNTY CHARTER TO ALIGN REQUIREMENTS FOR AMENDING THE CHARTER BY CITIZEN INITIATIVE WITH WASHINGTON STATE LAW

WHEREAS, Washington State secures the right of citizens to make and remake their laws, to petition to place laws directly on the ballot for other voters; and

WHEREAS, RCW 29A.72.160 states that the person proposing any initiative measure must obtain signatures of legal voters equal to or exceeding eight percent of the votes cast for the office of governor at the last regular gubernatorial election; and

WHEREAS, the Whatcom County Charter Section 8.22, Amendments by the Public, states that “The public may propose amendments to the Charter by registering with the Auditor an initiative petition bearing the signatures of registered voters of the county equal in number to, but not less than, twenty (20) percent of the number of votes cast in the county in the last gubernatorial election”; and

WHEREAS, the Whatcom County Charter sets a higher bar than Washington State law; and

WHEREAS, the Whatcom County Council supports the right of citizens to make and remake their laws and to petition to place charter amendments directly on the ballot for other voters to consider; and

WHEREAS, the Whatcom County Council does not wish to unduly burden citizens who wish to participate in local government and to propose amendments to our charter.

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that the County Auditor place on the November 2015 general election ballot a charter amendment that persons proposing a charter amendment must obtain signatures of legal voters equal to or exceeding 8% or more of the votes cast for the office of governor in the last regular gubernatorial election.

ADOPTED this ________day of ____________________ 2015.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

__________________________
Dana Brown-Davis, Council Clerk

__________________________
Carl Weimer, Council Chair

__________________________
( ) Approved ( ) Denied

__________________________
Jack Louws, County Executive

Date:_____________________

APPROVED AS TO FORM:

__________________________
Civil Deputy Prosecutor

247
## Clearances

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### Executive:

**Title of Document:**
Ordinance establishing the Wildlife Advisory Committee

### Attachments:

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<th>( ) Yes</th>
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| Should Clerk schedule a hearing? | ( ) Yes | ( ) NO |
| Requested Date: |

### Summary Statement or Legal Notice Language:
(If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)

Ordinance establishing the Wildlife Advisory Committee

### Committee Action:

- 5/26/2015: Amended, discussed and held in Committee
- 6/9/2015: Discussed and held in Committee
- 6/23/2015: Amended and discussed

### Council Action:

- 5/26/2015: Held in Committee
- 6/9/2015: Held in Committee
- 6/23/2015: Substitute amended and introduced 7-0

### Related County Contract #:

### Related File Numbers:

### Ordinance or Resolution Number:

**Please Note:** Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County's website at: [www.co.whatcom.wa.us/council](http://www.co.whatcom.wa.us/council)
SPONSORED BY: Buchanan & Brown
PROPOSED BY: Buchanan & Brown
INTRODUCTION DATE: 6/23/2015

ORDINANCE NO. ________

ESTABLISHING WHATCOM COUNTY CODE 2.118, CREATING THE WHATCOM COUNTY WILDLIFE ADVISORY COMMITTEE

WHEREAS, the Washington State Growth Management Act (GMA) requires Whatcom County to engage in comprehensive land use planning; and

WHEREAS, the GMA indicates that Whatcom County’s comprehensive land use planning efforts should foster land use patterns and develop a local vision of rural character that will be compatible with the use of the land by wildlife and for fish and wildlife habitat; and

WHEREAS, goal nine (9) of the GMA, in Revised Code of Washington (RCW) 36.70A.020, is to retain open space, enhance recreational opportunities, conserve fish and wildlife habitat, increase access to natural resource lands and water, and develop parks and recreation facilities; and

WHEREAS, in RCW 36.70A.160, the GMA directs local governments to identify open space corridors within and between urban growth areas useful for recreation, wildlife habitat, trails and connections between critical areas; and

WHEREAS, habitat conservation areas must be identified, designated and protected through the use of best available science, according to RCW 36.70A.172; and

WHEREAS, goal eleven (11) of the GMA is to encourage the involvement of citizens in the planning process and ensure coordination between communities and jurisdictions to reconcile conflicts; and

WHEREAS, Whatcom County is required by RCW 36.70A.130(1) to regularly review and update the comprehensive plan, with the latest update due by June 30, 2016; and

WHEREAS, Whatcom County staff recommends revisions and amendments based on several elements and objectives, including updating the narrative and policies to address current issues and planning initiatives or to reflect new policy direction; and

WHEREAS, Whatcom County citizens have expressed to the County Council their desire for the County to incorporate wildlife management and conservation planning for fish and wildlife habitat into the Whatcom County land use planning process; and
WHEREAS, the Whatcom County Council would benefit from the advice and recommendations of those with background and technical expertise, including but not limited to, in wildlife management, conservation science, and wildlife biology, when making land use policy decisions, and

WHEREAS, the County Council acknowledges the community has finite resources requiring good fiscal and environmental stewardship, and the community would benefit from achievable wildlife management recommendations, and;

WHEREAS, the County Council recognizes people are part of the landscape and within a watershed diverse uses interact and depend on limited resources, requiring balanced wildlife management recommendations which provide visible community and ecological services, and;

WHEREAS, the Council authorizes Planning and Development Services Department to fund a .25 FTE to staff the wildlife advisory committee from the Conservation Futures Fund.

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that Whatcom County Code 2.118, creating the Whatcom County Wildlife Advisory Committee, is hereby established as outlined in Exhibit A of this ordinance, and;

BE IT FINALLY ORDAINED by the Whatcom County Council that this ordinance will sunset within one year of its adoption.

ADOPTED this ____ day of ________, 2015.

ATTEST:

Dana Brown-Davis, Clerk of the Council

Carl Weimer, Council Chair

APPROVED AS TO FORM:

Jack Louws, County Executive

( ) Approved ( ) Denied
Date Signed: ____________________

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

WHATCOM COUNTY EXECUTIVE
WHATCOM COUNTY, WASHINGTON

Page 2
EXHIBIT A

Chapter 2.118
WILDLIFE ADVISORY COMMITTEE

Sections:
2.118.010 Established
2.118.020 Purpose
2.118.030 Function
2.118.040 Qualifications
2.118.050 Membership
2.118.060 Term of Office
2.118.070 Organization – Meetings
2.118.080 Committee Staffing

2.118.010 Established.
The Wildlife Advisory Committee is hereby established.

2.118.020 Purpose.
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.

2.118.030 Function.

A. The committee will provide recommendations on integrating wildlife management and protection issues relative to fulfilling goal nine (9) of the Washington State Growth Management Act (GMA): to retain open space, enhance recreational opportunities, conserve fish and wildlife habitat, increase access to natural resource lands and water, and develop parks and recreation facilities. The full committee shall provide a recommendation on the need for an ongoing wildlife advisory committee.

B. Each committee recommendation will consist of
   i. Identified issue or constraint
   ii. Discussion of ecological process, function or species addressed
   iii. Range of solutions considered
   iv. Preferred solution
   v. Cost of implementation. A cost benefit analysis is required when an existing industry recognized method is available; at a minimum a discussion of project costs and positive or adverse impacts where community and ecological uses intersect.
   vi. Cited and reviewed references
C. The Technical Advisory sub-committee, as defined in Section 2.118.050(B), will:

i. Prior to the end of 2015, develop the initial inventory, characterization, and assessment, which includes an analysis of risk, of existing ecosystem conditions (Existing Condition Report), and to make management recommendations using best available science that will provide appropriate habitat conditions for local species, with an emphasis on biodiversity and healthy ecosystem processes and functions. This may include recommendations regarding wildlife corridors, landscape ecological planning, wildlife management, avoiding human/wildlife conflict.

ii. Continue to provide periodic updates to the Existing Condition Report or to address technical questions from the Whatcom County Council, Whatcom County staff, or the Wildlife Management Committee.

2.118.040 Qualifications.
To qualify for County Council appointment to fill any vacancy on a board, committee, or commission, a person shall be a qualified registered voter and be a member or employee of the agency or group he or she is appointed to represent.

2.118.050 Membership.

A. The committee shall consist of 11 members.

B. Seven of the 11 members will have 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.

C. The committee members shall serve without compensation.

2.118.060 Term of Office.

The committee shall serve until July 31, 2016.

2.118.070 Organization – Meetings.

A. Meetings of the committee shall be open and accessible to the public and shall be subject to the Open Public Meetings Act.

B. The committee shall determine its own meeting schedule, but shall meet at least bimonthly.

C. The committee shall be responsible for taking complete and accurate written records.
D. Whatcom County staff shall be responsible for assuring the meetings are audio recorded.

E. Written and audio recordings of meetings, resolutions, findings, and recommendations shall be kept, and such records shall be public.

F. The committee shall comply with Whatcom County Code 2.03 – Boards and Commissions.

G. The committee shall adopt its own rules and procedures for the conduct of business.

H. The committee shall elect a chairperson from among its members who shall preside at its meetings.

2.118.080 Committee Staffing.

A. The Whatcom County Planning and Development Services Department and Whatcom County Public Works Department shall provide geographic information system (GIS) data and other information to the committee as requested.

B. The Whatcom County Planning and Development Services Department and the Whatcom County Public Works Department shall provide technical assistance and assist with meeting coordination.
SPONSORED BY: Buchanan & Brown
PROPOSED BY: Buchanan & Brown
INTRODUCTION DATE: ____________

ORDINANCE NO. _______

ESTABLISHING WHATCOM COUNTY CODE 2.118, CREATING THE WHATCOM COUNTY WILDLIFE ADVISORY COMMITTEE

WHEREAS, the Washington State Growth Management Act (GMA) requires Whatcom County to engage in comprehensive land use planning; and

WHEREAS, the GMA indicates that Whatcom County’s comprehensive land use planning efforts should foster land use patterns and develop a local vision of rural character that will be compatible with the use of the land by wildlife and for fish and wildlife habitat; and

WHEREAS, goal nine (9) of the GMA, in Revised Code of Washington (RCW) 36.70A.020, is to retain open space, enhance recreational opportunities, conserve fish and wildlife habitat, increase access to natural resource lands and water, and develop parks and recreation facilities; and

WHEREAS, in RCW 36.70A.160, the GMA directs local governments to identify open space corridors within and between urban growth areas useful for recreation, wildlife habitat, trails and connections between critical areas; and

WHEREAS, habitat conservation areas must be identified, designated and protected through the use of best available science, according to RCW 36.70A.172; and

WHEREAS, goal eleven (11) of the GMA is to encourage the involvement of citizens in the planning process and ensure coordination between communities and jurisdictions to reconcile conflicts; and

WHEREAS, Whatcom County is required by RCW 36.70A.130(1) to regularly review and update the comprehensive plan, with the latest update due by June 30, 2016; and

WHEREAS, Whatcom County staff recommends revisions and amendments based on several elements and objectives, including updating the narrative and policies to address current issues and planning initiatives or to reflect new policy direction; and
WHEREAS, Whatcom County citizens have expressed to the County Council their desire for the County to incorporate wildlife management and conservation planning for fish and wildlife habitat into the Whatcom County land use planning process; and

WHEREAS, the Whatcom County Council would benefit from the advice and recommendations of those with background and technical expertise, including but not limited to, in wildlife management, conservation science, and wildlife biology, when making land use policy decisions, and

WHEREAS, the County Council acknowledges the community has finite resources requiring good fiscal and environmental stewardship, and the community would benefit from achievable wildlife management recommendations, and;

WHEREAS, the County Council recognizes people are part of the landscape and within a watershed diverse uses interact and depend on limited resources, requiring balanced wildlife management recommendations which provide visible community and ecological services, and;

WHEREAS, THE Council authorizes Planning and Development Services Department to fund a .25 FTE to staff the wildlife advisory committee from the Conservation Futures Fund.

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that Whatcom County Code 2.118, creating the Whatcom County Wildlife Advisory Committee, is hereby established as outlined in Exhibit A of this ordinance, and;

BE IT FINALLY ORDAINED by the Whatcom County Council that this ordinance will sunset within one year of its adoption.

ADOPTED this ____ day of _________, 2015.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Clerk of the Council

Carl Weimer, Council Chair

APPROVED AS TO FORM:

WHATCOM COUNTY EXECUTIVE
WHATCOM COUNTY, WASHINGTON

Civil Deputy Prosecutor

Jack Louws, County Executive
( ) Approved  ( ) Denied

Date Signed: ______________________
EXHIBIT A

Chapter 2.118
WILDLIFE ADVISORY COMMITTEE

Sections:

2.118.010 Established
2.118.020 Purpose
2.118.030 Function
2.118.040 Qualifications
2.118.050 Membership
2.118.060 Term of Office
2.118.070 Organization – Meetings
2.118.080 Committee Staffing

2.118.010 Established.
The Wildlife Advisory Committee is hereby established.

2.118.020 Purpose.
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.

2.118.030 Function.

A. The committee will provide recommendations on integrating wildlife management and protection issues relative to fulfilling goal nine (9) of the Washington State Growth Management Act (GMA): to retain open space, enhance recreational opportunities, conserve fish and wildlife habitat, increase access to natural resource lands and water, and develop parks and recreation facilities. The full committee shall provide an annual report once each calendar year beginning in 2016 a recommendation on the need for an ongoing wildlife advisory committee.

B. Each committee recommendation will consist of
   i. Identified issue or constraint
   ii. Discussion of ecological process, function or species addressed
   iii. Range of solutions considered
   iv. Preferred solution
   v. Cost of implementation. A cost benefit analysis is required when an existing industry recognized method is available; at a minimum a discussion of project costs and positive or adverse impacts where community and ecological uses intersect.
   vi. Cited and reviewed references
C. The Technical Advisory sub-committee, as defined in Section 2.118.050(B), will:

i. Prior to the end of 2015, develop the initial inventory, characterization, and assessment, which includes an analysis of risk, of existing ecosystem conditions (Existing Condition Report), and to make management recommendations using best available science that will provide appropriate habitat conditions for local species, with an emphasis on biodiversity and healthy ecosystem processes and functions. This may include recommendations regarding wildlife corridors, landscape ecological planning, wildlife management, avoiding human/wildlife conflict.

ii. Continue to provide periodic updates to the Existing Condition Report or to address technical questions from the Whatcom County Council, Whatcom County staff, or the Wildlife Management Committee.

2.118.040 Qualifications.
To qualify for County Council appointment to fill any vacancy on a board, committee, or commission, a person shall be a qualified registered voter and be a member or employee of the agency or group he or she is appointed to represent.

2.118.050 Membership.

A. The committee shall consist of 11 members.

B. The County Council will appoint seven of the 11 members following the adoption of this ordinance to serve as a Wildlife Technical Advisory sub-committee of the full Wildlife Advisory Committee. These Seven of the 11 members will have 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.

C. The Whatcom County Council will appoint the remaining four members during its annual board and committee appointment process in January 2016.

D. The committee members shall serve without compensation.

2.118.060 Term of Office.

The committee shall serve until July 31, 2016.

A. Initial Staggered Terms:
i. Three of the initial seven Technical Members shall initially serve a term ending on January 31, 2018.

ii. Four of the initial seven Technical Members shall initially serve a term ending on January 31, 2019.

B. Thereafter, all eleven (11) member terms will be four years.

2.118.070 Organization – Meetings.

A. Meetings of the committee shall be open and accessible to the public and shall be subject to the Open Public Meetings Act.

B. The committee shall determine its own meeting schedule, but shall meet at least monthly or bimonthly.

C. The committee shall be responsible for taking complete and accurate written records.

D. Whatcom County staff shall be responsible for assuring the meetings are audio recorded.

E. Written and audio recordings of meetings, resolutions, findings, and recommendations shall be kept, and such records shall be public.

F. The committee shall comply with Whatcom County Code 2.03 – Boards and Commissions.

G. The committee shall adopt its own rules and procedures for the conduct of business.

H. The committee shall elect a chairperson from among its members who shall preside at its meetings.

2.118.080 Committee Staffing.

A. The Whatcom County Planning and Development Services Department and Whatcom County Public Works Department shall provide geographic information system (GIS) data and other information to the committee as requested.

B. The Whatcom County Planning and Development Services Department and the Whatcom County Public Works Department shall provide technical assistance and assist with meeting coordination.
## WHATCOM COUNTY COUNCIL AGENDA BILL

<table>
<thead>
<tr>
<th>CLEARANCES</th>
<th>Initial</th>
<th>Date</th>
<th>Date Received in Council Office</th>
<th>Agenda Date</th>
<th>Assigned to:</th>
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<td>07/07/15</td>
<td>Intro</td>
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<td>07/21/15</td>
<td>Finance Committee; Council</td>
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**TITLE OF DOCUMENT:** 2015 Supplemental Budget Request #8

**ATTACHMENTS:** Ordinance, Memoranda & Budget Modification Requests

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

**Supplemental #8 requests funding from the General Fund:**

1. To appropriate $14,635 in the Sheriff's Department to fund equipment purchases from auction proceeds.
2. To appropriate $123,078 in Non-Departmental to fund Opportunity Council public services program from grant proceeds.

## COMMITTEE ACTION:

## COUNCIL ACTION:

<table>
<thead>
<tr>
<th>Related County Contract #:</th>
<th>Related File Numbers:</th>
<th>Ordinance or Resolution Number:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</table>
ORDINANCE NO.
AMENDMENT NO. 8 OF THE 2015 BUDGET

WHEREAS, the 2015-2016 budget was adopted November 25, 2014; and,
WHEREAS, changing circumstances require modifications to the approved 2015-2016
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 2015-2016
Whatcom County Budget Ordinance #2014-065 is hereby amended by adding the following
additional amounts to the 2015 budget included therein:

<table>
<thead>
<tr>
<th>Fund</th>
<th>Expenditures</th>
<th>Revenues</th>
<th>Net Effect</th>
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<tbody>
<tr>
<td>Sheriff</td>
<td>14,635</td>
<td>(14,635)</td>
<td></td>
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<tr>
<td>Non Departmental</td>
<td>123,078</td>
<td>(123,078)</td>
<td></td>
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<tr>
<td>Total General Fund</td>
<td>137,713</td>
<td>(137,713)</td>
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<tr>
<td>Total Supplemental</td>
<td>137,713</td>
<td>(137,713)</td>
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ADOPTED this ___ day of ____________________, 2015.

ATTEST:

Dana Brown-Davis, Council Clerk

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Carl Weimer, Chair of the Council

APPROVED AS TO FORM:

Jack Louws, County Executive

( ) Approved   ( ) Denied

Date: ____________________________
<table>
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<tr>
<th>Department/Fund</th>
<th>Description</th>
<th>Increased (Decreased) Expenditure</th>
<th>(Increased) Decreased Revenue</th>
<th>Net Effect to Fund Balance (Increase) Decrease</th>
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<td>General Fund</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Sheriff</td>
<td>To fund equipment purchases from auction proceeds.</td>
<td>14,635</td>
<td>(14,635)</td>
<td>-</td>
</tr>
<tr>
<td>Non Departmental</td>
<td>To fund Opportunity Council public services program from grant proceeds.</td>
<td>123,078</td>
<td>(123,078)</td>
<td>-</td>
</tr>
<tr>
<td>Total General Fund</td>
<td></td>
<td>137,713</td>
<td>(137,713)</td>
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<tr>
<td>Total Supplemental</td>
<td></td>
<td>137,713</td>
<td>(137,713)</td>
<td>-</td>
</tr>
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</table>
Memorandum

TO: Jack Louws, County Executive

FROM: Sheriff Bill Elfo

DATE: June 19, 2015

SUBJECT: Supplemental Budget ID# 1978
Auction Proceeds Equipment Purchases 2015

The attached Supplemental Budget requests authority to use proceeds from firearms auction to purchase tools and equipment needed for Sheriff’s Office Records and Patrol units.

Background and Purpose
Efficient storage and inventory of evidence is essential, and the Sheriff’s Office continues to enhance systems to improve efficiencies.

Equipment will be purchased to enhance the options available for remote storage at the evidence building located at the Central Shop facility. Evidence tracking software that will interface with the current evidence intake and tracking software will be purchased to update current method of downloading digital pictures. Other computing equipment and electronic/wireless scanning tools and printers will be purchased to enhance the ability of crime scene personnel to enter items directly into the evidence software at the crime scene via a computer. This will minimize the need to purchase additional licenses for present evidence tracking system and maximize investigator evidence collection efficiencies. A mounted security camera system for the evidence booking and storage areas and internal evidence rooms is also being considered.

In addition to Records equipment, the Sheriff’s Office requires replacement of a patrol rifle.

Funding Amount and Source
The Sheriff’s Office held an auction in May 2015. Proceeds from the auction totaled $14,635 with the following deposits: $11,050 Treasurer’s Receipt #290843 dated 06/08/15 and $3,585 Treasurer’s Receipt #290921 dated 06/10/15.

Please contact Undersheriff Jeff Parks at extension 50418 if you have any questions.

Thank you.
Supplemental Budget Request

Status: Pending

Sheriff Operations

Fund Cost Center Originator:
1 2911 Dawn Pierce

Expenditure Type: One-Time Year 1 2015 Add'l FTE Add'l Space Priority 1

Name of Request: Auction Proceeds Equipment Purchases 2015

[Signature]

Department Head Signature (Required on Hard Copy Submission) Date

June 19, 2015

Costs:

<table>
<thead>
<tr>
<th>Object</th>
<th>Object Description</th>
<th>Amount Requested</th>
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<tbody>
<tr>
<td>4369.3000</td>
<td>Confiscated and Forfeited Property</td>
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<tr>
<td>6510</td>
<td>Tools &amp; Equip</td>
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<tr>
<td>Request Total</td>
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<td>$0</td>
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</table>

1a. Description of request:

Purchase tools and equipment needed by the Sheriff's Office Records and Patrol units. Anticipated purchases for the Records Division to improve evidence storage and inventory include: pallet jack, mobile stairs, safe, fencing materials, drying and storage equipment for seized marijuana and larger items associated with drug trafficking, drying solutions for blood borne items, mounted security camera system, evidence tracking software, and computing equipment and electronic/wireless scanning tools and printers. Anticipated purchase by Patrol include replacement of patrol rifle.

1b. Primary customers:

Sheriff's Office

2. Problem to be solved:

Efficient storage and inventory of evidence is essential, and the Sheriff's Office continues to enhance systems to improve efficiencies. In addition, the Sheriff's Office requires replacement of a patrol rifle.

3a. Options / Advantages:

3b. Cost savings:

4a. Outcomes:

Sheriff's Office will make improvements in the area of evidence storage and replace patrol rifle.

4b. Measures:

5a. Other Departments/Agencies:

N/A

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

N/A

6. Funding Source:

Proceeds of $14,635.00 from 2015 firearms auction.
MEMORANDUM

To: Whatcom County Council Members  
From: Jack Louws  
Subject: Budget Supplemental, Opportunity Council Grant  
Date: June 22, 2015

The attached supplemental request for $123,078 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 $123,078.00.

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

Executive

Suppl ID #: 1979  Fund: 1  Cost Center: 4277  Originator: Suzanne Mildner

Expenditure Type: One-Time  Year: 2015  Add'l FTE [ ]  Add'l Space [ ]  Priority: 1

Name of Request: OppCo Public Services CDBG Grant 2015-16

[Signature]

Department Head Signature (Required on Hard Copy Submission)  Date: 6/22/15

<table>
<thead>
<tr>
<th>Costs</th>
<th>Object</th>
<th>Object Description</th>
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<td>4333.1422</td>
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<td>6610</td>
<td>Contractual Services</td>
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<td>$123,078</td>
</tr>
</tbody>
</table>

Request Total $0

1a. Description of request:
This request is for grant revenue from the Washington State Department of Commerce, for pass through to the Opportunity Council as subrecipient. This is an annual formula grant called CDBG Public Services, for delivery of direct 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:
The public services provided include community outreach, resource referral, client housing education, energy conservation education and other housing services.

3a. Options / Advantages:
None

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, 2015 to June 30, 2016.

4b. Measures:
Opportunity Council will submit ongoing reports, both fiscal and narrative, regarding service delivery. The grant closeout and final report will occur only after evidence of all grant requirements have been met.

5a. Other Departments/Agencies:
Opportunity Council, and 3 community resource centers in San Juan County.

5b. Name the person in charge of implementation and what they are responsible for:
Dave Finet, Opportunity Council Director and contract signatory; Sheri Emerson, O/C Associate Director, oversees the contract programming.

6. Funding Source:
Federal grant from HUD through the State Department of Commerce's CDBG Program.

Monday, June 22, 2015