**TITLE OF DOCUMENT:** Resolution updating the 2017 amended appendix of the 2015 Whatcom County Comprehensive Economic Development Strategy (CEDS)

**ATTACHMENTS:** 1) Resolution  
2) Revised CEDS Appendix (Project List)

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

The Whatcom County Comprehensive Economic Development Strategy (CEDS) includes a list of community development projects identified by the County, Cities and other economic development agencies. The proposed amendment will add, remove or revise projects on the list to reflect new county priorities and updated community plans or priorities.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

<table>
<thead>
<tr>
<th>Related County Contract #:</th>
<th>Related File Numbers:</th>
<th>Ordinance or Resolution Number:</th>
</tr>
</thead>
</table>

Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County’s website at: www.co.whatcom.wa.us/council.
RESOLUTION NO. ____________

A RESOLUTION OF THE WHATCOM COUNTY COUNCIL UPDATING THE
APPENDIX OF THE 2015 COMPREHENSIVE ECONOMIC DEVELOPMENT
STRATEGY (CEDS)

WHEREAS, the Economic Development Reform Act of 1998 identifies a
Comprehensive Economic Development Strategy (CEDS) as a requirement to apply for
assistance under the Economic Development Administration’s (EDA) economic
adjustment and public works program; and

WHEREAS, Public Law 105-393, implemented in 1999, amends the
Public Works and Economic Development Act of 1965 and re-authorizes Economic
Development Administration Programs for five years; and

WHEREAS, in 2015, the Whatcom Council of Governments, through an
interlocal agreement with the county, completed the work to update the document; and

WHEREAS, on March 31, 2015 the County Council officially adopted
the 2015 Whatcom County Comprehensive Economic Development Strategy (CEDS) as
the County’s interim overall economic development plan; and

WHEREAS, on annual basis the Whatcom Council of Governments will
update the appendix to add, remove or revise projects on the list to reflect new county
priorities and updated community plans or priorities; and

WHEREAS, RCW 82.14.370 requires that projects utilizing rural sales
tax revenue must be contained in the County’s overall economic development plan; and

NOW, THEREFORE, BE IT RESOLVED that the Whatcom County
Council hereby accepts the updated appendix as submitted by the Whatcom Council of
Governments.
BE IT FURTHER RESOLVED that the Whatcom County Council officially adopts the 2017 update to the 2015 Whatcom County Economic Development Strategy Appendix.

APPROVED this _____ day of ________________, 2017.

ATTEST:

Dana Brown-Davis, Council Clerk

Barry Buchanan, Council Chair

APPROVED as to form:

Civil Deputy Prosecutor
Whatcom County
Comprehensive Economic Development Strategy

2017 Project List

Prepared by the Whatcom Council of Governments
Approved by the Whatcom County Council on _____ XX, 2017
**TITLE OF DOCUMENT:**
Recreational Boating Safety Federal Financial Assistance Grant

**ATTACHMENTS:**
Recreational Boating Safety Federal Financial Assistance Grant Documents

<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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<tbody>
<tr>
<td>SEPA review completed?</td>
<td>( ) Yes</td>
<td>( ) NO</td>
<td>Requested Date:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

Annual Recreational Boating Safety (RBS) Grant awarded to the Whatcom County Sheriff’s Office in the amount of $18,374.57 to conduct on the water patrols during the peak boating period. The Sheriff’s Office conducts on the water patrols to increase education and enforcement activities encouraging greater compliance with boating safety laws in an effort to reduce boating-related loss of life, personal injury, and property damage. Whatcom County local match requirement for 2017 is $29,200.96.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

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MEMORANDUM

TO: Jack Louws, County Executive
FROM: Bill Elfo, Sheriff
DATE: March 13, 2017
RE: Washington State Parks and Recreation Commission
Recreational Boating Safety Federal Financial Assistance Grant 2017

Enclosed for your review and signature are two (2) original grant agreements between Whatcom County and Washington State Parks and Recreation Commission for grant period March 1, 2017 through September 30, 2017.

Background and Purpose
The Whatcom County Sheriff’s Office operates a state approved boating safety program under WAC 352-65 and provides recreational boating safety patrols and enforcement of both county code and state law.

Funding Amount and Source

Differences from Previous Agreement
An increase of $683.87 from previous original award.
Original award in 2016 was $17,690.70 with a subsequent additional award of $5,000.

Please contact Undersheriff Jeff Parks at extension 6610 if you have any questions regarding the terms of this agreement.

Thank you.

enclosure
### WHATCOM COUNTY CONTRACT INFORMATION SHEET

**Contractor’s / Agency Name:** WA State Parks and Recreation Commission  
**Division/Program:** (i.e. Dept, Division and Program)  
**Contract or Grant Administrator:** Jeff Parks, Undersheriff  
**Originating Department:** Sheriff’s Office  
**Whatcom County Contract No.** 201703016  
**Contract Amount:**  
- Sum of original contract amount and any prior amendments: $18,374.57  
- This Amendment Amount: $0  
- Total Amended Amount: $18,374.57

#### Summary of Scope:  
**Annual Recreational Boating Safety (RBS) Grant awarded to the Whatcom County Sheriff’s Office to conduct on the water patrols during the peak boating period. The Sheriff’s Office conducts on the water patrols to increase education and enforcement activities encouraging greater compliance with boating safety laws in an effort to reduce boating-related loss of life, personal injury, and property damage.**

#### Term of Contract: 03/01/17  
**Expiration Date:** 09/30/17  
**Contract Routing:**  
1. Prepared by: D. Pierce  
2. Attorney signoff:  
3. AS Finance reviewed:  
4. IT reviewed (if IT related):  
5. Contractor signed:  
6. Submitted to Exec.:  
7. Council approved (if necessary):  
8. Executive approved:  
9. Original signed:  
**Date:** 03/13/17  
**Date:** 3/15/17  
**Date:** 3/21/17  
**Date:** 3/22/17  
**Date:**  
**Date:**  
**Date:**  
**Date:**  
**Date:**  
**Date:**  
**Date:**  
**Date:**  
**Date:**
March 1, 2017

Undersheriff Jeff Parks  
Whatcom County Sheriff’s Office  
311 Grand Avenue  
Bellingham, WA 98225-4048

Re: Recreational Boating Safety Federal Financial Assistance Grant Letter of Award

Dear Undersheriff Parks,

The Washington State Parks and Recreation Commission has reviewed and accepted your application for a Recreational Boating Safety (RBS) Federal Financial Assistance Grant and is awarding $18,374.57 to your agency. The grant is for the period March 1 to September 30, 2017.

**Award Information:**  
Federal Award Identification: 3317FAS170153  
Federal Award Date: 1/10/17  
CFDA Number: 97.012

**Terms of Acceptance:** Acceptance of a Federal Financial Assistance award carries with it the responsibility to comply with the terms and conditions of the award. Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means. Awards are based on the application form, as approved by State Parks. The signed grant application contains the terms and conditions to which your agency has agreed. I urge you to carefully review your application (enclosed) so you are familiar with each requirement.

**Specifically You Have Agreed To:**

- Provide your agreed upon local funding match as submitted in your A-300 form.
- Carry out your approved prevention plan and reach the measureable prevention goals as submitted in your A-300 form.
- Execute the patrol plans / emphasis patrols / enforcement policies by doing the activity / product during the time frame / target date to achieve your purpose / outcome as submitted in your A-300 form.
- Conduct the number of vessel safety inspections as submitted in your A-300 form.
- Conduct the number and type of educational classes and activities as submitted in your A-300 form.
WHATCOM COUNTY:
Recommended for Approval:

[Signature]
Bill Elfo, Sheriff

Approved as to form:

[Signature]
Prosecuting Attorney

3/15/17
Date

Approved:
Accepted for Whatcom County:

By: ____________________________
Jack Louws, Whatcom County Executive

3/15/17
Date

STATE OF WASHINGTON) }
COUNTY OF WHATCOM) ss

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

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

The Washington State Parks and Recreation Commission, Recreational Boating Safety Program is authorized by law to administer grant funds to local law enforcement agencies who are in Approved Program status. Agencies must meet the minimum Approved Program requirements of WAC 352-65 and have an updated P&R A-299 (Rev 10/2016) on file with State Parks to be considered eligible to apply for the Federal Financial Assistance Grant for FFY 2017.

Under this grant program, the purpose of a marine patrol unit is to enforce RCW 79A.60 Regulation of Recreational Vessels. Provide emergency response to boating accidents that occur on the water. Each marine patrol should serve to protect the lives and property of persons participating in recreational boating in this state. All grants are awarded based on the potential success and ability of the marine patrol to provide such service to the boating community. Established marine patrols are evaluated using the grant criteria published in this document as well as its ability to meet the requirements and assurances of WAC 352-65 Boating Safety Program Approval.

Grants are awarded on a cost share basis. Only those agencies willing to provide matching funds of a 100% match of their allocated Vessel Registration Fees if that allocation is $10,000.00 or less, or 50% match of their allocated Vessel Registration Fees if that allocation is $10,001.00 or more. The grants may be utilized for the purchase, maintenance, and operation of vessels, marine equipment, education materials, and personnel salaries.

Agencies that do not report local expenditures on the annual Vessel Registration Fee Expenditure Report are not eligible to apply for the grant.

The grant guidelines contained within this booklet explain the application process. The booklet is designed as a fill-in document so that information may be entered without disrupting the overall format of the document.

The 2017 application must be postmarked on or prior to close of business Tuesday, January 31<sup>th</sup>, 2017. Extensions of this deadline will not be granted.

Contact Hoyle Hodges at 360-902-8835 for questions regarding the Federal Financial Assistance Grant. Additional contacts for the Recreational Boating Safety Program are located on page 4 of this booklet.

On behalf of the WSPRC Recreational Boating Program, thank you for your interest in the Federal Financial Assistance Grant Program.
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CONTACTS

Washington State Boating Law Administrator
Wade Alonzo
Office: 360-902-8836
Mobile: (360) 628-1876
wade.alonzo@parks.wa.gov

Marine Law Enforcement Coordinator
Hoyle Hodges
Office: 360-902-8835
Mobile: 360-628-4920
Hoyle.Hodges@parks.wa.gov

Accidents and Reporting
Sherri Sweeney
Office: 360-902-8845
Sherri.Sweeney@parks.wa.gov

Communications Consultant
Christina Fremont
Office: 360-902-8837
Christina.Fremont@parks.wa.gov

SOAR Reports
Cheri Peel
Office: 360-902-8846
Cheri.Peel@parks.wa.gov

Education Coordinator
Derek Van Dyke
Office: 360-902-8842
Mobile: 360-628-3260
derek.vandyke@parks.wa.gov

Fiscal Analyst
Kat O’Kelly
Office: 360-902-8843
Kat.0Kelly@parks.wa.gov

IT/Applications Specialist
Art Brown
Office: 360-902-8839
Art.Brown@parks.wa.gov

Mailing Address
Washington State Parks
Recreational Boating Program
1111 Israel Rd. SW
P.O. Box 42650
Olympia, WA 98504-2650
SECTION 1 - PROGRAM INFORMATION

AUTHORITY TO PROVIDE FUNDING

RCW 79A.05.310
Powers and duties — Program of boating safety education — Casualty and accident reporting program. The state parks and recreation commission shall:

(1) Coordinate a statewide program of boating safety education using to the maximum extent possible existing programs offered by the United States power squadron and the United States coast guard auxiliary;

(2) Adopt rules in accordance with chapter 34.05 RCW, consistent with United States coast guard regulations, standards, and precedents, as needed for the efficient administration and enforcement of this section;

(3) Enter into agreements aiding the administration of this chapter;

(4) Adopt and administer a casualty and accident reporting program consistent with United States coast guard regulations;

(5) Adopt and enforce recreational boating safety rules, including but not necessarily limited to equipment and navigating requirements, consistent with United States coast guard regulations;

(6) Coordinate with local and state agencies the development of biennial plans and programs for the enhancement of boating safety, safety education, and enforcement of safety rules and laws; allocate money appropriated to the commission for these programs as necessary; and accept and administer any public or private grants or federal funds which are obtained for these purposes under chapter 43.88 RCW; and

(7) Take additional actions necessary to gain acceptance of a program of boating safety for this state under the federal boating safety act of 1971. [1998 c 245 § 66; 1994 c 151 § 3; 1984 c 183 § 4; 1983 2nd ex.s. c 3 § 52. Formerly RCW 43.51.400.]

Notes:
Penalties for violations: RCW 88.02.380.
APPROVED PROGRAM STATUS

Only those law enforcement agencies with a current and up to date Boating Safety Program Approval form P&R A-299 (Rev 10/2016) on file with State Parks Recreational Boating Program are considered approved programs.

These programs are required to meet all of the Required Assurances provided for in WAC 352-65 Boating Safety Program Approval.

- Boating accident reporting and investigation
- Boater assistance
- Training
- Rules and regulations
- Enforcement
- Boating safety education and information
- Waterway marking
- Boating safety inspections
- Reports
- Limitations on use of funds

Failure to maintain approved program status makes law enforcement agencies ineligible to apply for or receive Federal Financial Assistance Grant funds.

DETERMINING FUNDING

- At our foundations, we are an injury prevention program. As such, we seek to work with our partners in law enforcement to reduce recreational boating injuries and accidents and increase the chances that all boaters go home at the end of the day.

- We wholeheartedly believe in the ability of local law enforcement officers to make a difference working within their communities by collaborating with community leaders, stakeholders and volunteer organizations on community based solutions; to act as teachers to their boaters seeking compliance with the law at the lowest level possible, guardians for those in crisis on the water and a visible deterrent to those that would knowingly violate Washington boating safety laws.

- We strive to provide adequate funding, technical support and the very best training to Washington’s corps of maritime officers so that they are equipped with the vessels, equipment, and most importantly the skills necessary to safely, confidently and competently perform the duties that the citizens of Washington expect and deserve.
We embrace our role as good stewards of public funds. As such, we:

- Expect a high level of performance from those partners to whom we provide funding.
- Devote our limited financial resources where additional resources are most needed to prevent boating accidents even though this may not result in a uniform distribution.
- Seek financial partnership with all law enforcement partners defined by the contribution of financial resources by both parties to achieve our common mission.

For FY 2017 State Parks and the Marine Law Enforcement Committee have no changes to the criteria used to determine award amounts.

2017 Grant Eligibility Criteria for Equal Share of 60% of Funds ($420,000)

1. Local funding match:
   a. 100% match requirement if agency receives $10,000 or less of vessel registration fees. Example: if an agency receives $6,000 in vessel registration fees, they must show $6,000 in local funding devoted to the marine law enforcement program.
   b. 50% match requirement if agency receives more than $10,000 in vessel registration fees. Example: If an agency receives $20,000 in vessel registration fees, they must show $10,000 in local funding devoted to the marine law enforcement program.

2. Approved Prevention Plan: A plan that includes:
   a. An assessment of the highest priority recreational boating risks and hazards within the jurisdiction based on accident data, any other relevant data, and best professional judgment.
   b. Identification of highest priority audiences: Based on data in subsection (a) identify the demographic groups of boaters that are the highest priority for prevention efforts and the specific behaviors that, if changed, would result in fewer boating accidents or fatalities.
   d. Tactical prevention plan: A plan that describes how the jurisdiction will use a mix of the following tactics to influence the behavior of the target audiences. Not all may be necessary. Tactics must be clearly tied to the goals of the plan and target audiences. Each tactic should include a measurable performance goal.
      i. Patrol plans, emphasis patrols, and enforcement policies
      ii. Safety Inspections
      iii. Education classes
iv. Community events  
v. Presentations to groups or schools  
vi. Outreach to boaters through a mix of media, including but not limited to  
traditional media (i.e. press releases) or outreach channels of the agency  
or its partners and stakeholders including websites, newsletters,  
outbound email marketing, and social media.  
vii. Participation in community forums, drowning prevention cooperatives,  
safe kids groups, or other injury prevention based partnerships that  
results in the jurisdiction's ability to leverage the resources and expertise  
of other community groups to help reduce recreational boating  
accidents.  
viii. Local ordinances

3. Instructors: The jurisdiction must be willing to provide marine law enforcement instructors  
if requested by State Parks that are able to attend instructor training and then teach up to  
40 hours of classes for three years.

4. Participation in meetings: The lead marine officer identified by the agency must attend all  
meetings and conferences convened by State Parks.

5. Advanced Training / Currency: Agencies must ensure that all marine officers identified in  
their roster have received all advanced training required by State Parks.

2017 Grant Allocation Criteria of 40% of Funds ($280,000)

1. Boat Launches Lanes (Access) – the agency will provide the total number of boat launch  
lanes providing access to water bodies patrolled by the agency. State Parks will augment the  
data provided by agencies with information gathered from WDFW and RCO on public boat  
launches. 10% of the funds will be allocated based on each agency’s percent of the total  
boat launch lanes.

2. Surface Acres of Patrolled Waters – Based on the survey of patrolled water bodies  
conducted June and July 2014, State Parks will use geographic information systems to  
calculate the total surface acres of water patrolled by the jurisdiction agency. 10% of the  
funds will be allocated based on each agency’s percent of the total acres of patrolled water.

3. Boating Accidents – State Parks will calculate the total number of reportable boating  
accidents that occurred during Federal FY 2016 within the agency’s jurisdiction. State Parks  
will include all accidents documented and submitted to State Parks as Boating Accident
Washington State Parks & Recreation Commission 2017
Marine Patrol Federal Financial Assistance Grant Program

Reports (State Parks Form A-440) or Boating Accident Investigation Reports (State Parks Form A-425). 10% of the funds will be allocated based on each agency’s percent of the total accident reports.

4. Boat Log Hours – State Parks will calculate based on data submitted by the agency from the SOAR for Federal FY 2016. This is not a measure of total officer hours but boat patrol hours. 10% of the funds will be allocated based on each agency’s percent of the total boat log hours submitted.

5. Assists and Search and Rescues – State Parks will calculate based on data submitted by the agency from the SOAR the total number of documented assists and search and rescues reported in the prior five calendar years. 10% of the funds will be allocated based on each agency’s percent of the total assists and search and rescues reported.

6. Inspections – State Parks will summarize the total number of written inspections conducted in the prior calendar year from data submitted by the agency in the SOAR or obtained from SECTOR. 20% of the funds will be allocated based on each agency’s percent of the total number of inspections reported.

7. Accuracy and Timeliness of Paperwork – State Parks will monitor the accuracy and timeliness of submittal of SOARs, grant billings and accident reports by marine law enforcement programs. Scored as follows – All paperwork submitted on time = 2 points. Any late submissions = 1. No paperwork / reports submitted on time = 0. 70% of the funding will be set aside for this category among agencies with a score of 2. 30% of the funding will be allocated equally among all agencies with a score of 1. No funding will be allocated among agencies with a score of zero.

8. Prevention Goals Met: 20% of funds will be allocated equally among agencies that meet all the goals stated in their approved prevention plans. Note: For 2016, funds for the Prevention Plan are being allocated equally among all eligible agencies.

**ALLOWABLE COSTS AND EXPENDITURES**

Vessel Registration Fees & Grant Funding

If an item is not listed that local government determines is a valid Recreational Boating Safety expenditure, it is not considered acceptable until reviewed and found acceptable by Washington State Parks.

UNIT COST APPROVAL

BOATING FEDERAL FINANCIAL ASSISTANCE GRANT
P&R A-300 (REV. 10/2016)
Items with a unit cost of $5,000 or more must have the prior written approval of Washington State Parks and Recreation Commission MLE Coordinator.

COST PRORATION

If a cost benefits both your RBS program and other work of your agency, the cost should be allocated to the RBS Program based on the proportional benefit to the program. The costs may be allocated using any reasonable documented method.

Allowable Expenditures

Grant funds may be used only for activities under WAC 352-65-040, the ten elements necessary to accomplish the Recreational Boating Safety (RBS) mission. If it is unclear if an expense meets these criteria, contact State Parks at (360) 902-8845 or sherri.sweeney@parks.wa.gov to discuss the item before proceeding. **Grant funds may not be used for indirect costs.**

Allowable expenses include but are not limited to:

1. RBS SALARIES:
   - Officer time, salaries, benefits and wages for CJTC trained full-time and reserve personnel who have completed a RBS course acceptable to State Parks (BMLE or equal)
   - Officer time, salaries, benefits and wages for CJTC trained full-time and reserve personnel who have not completed a BMLE course ONLY when working with an RBS trained officer AND when the agency has a written ‘two-officer’ policy for officers on marine patrol for the purpose of officer safety

2. RBS EDUCATION AND INSTRUCTION:

Providing instruction classes in the state instruction class Adventures in Boating that qualifies graduates for the required mandatory boater education card. Costs may include classroom supplies, light refreshments, other goods and services necessary to promote and teach classes, and officer salaries, benefits and wages. Officer salaries will only be reimbursed for those officers who have successfully completed a State Parks Adventures in Boating Instructor Training class and are listed on our files.

Lifejackets (USCG approved only) for the state Adventures in Boating course and other RBS presentations; includes lifejackets, throw rings/cushions for loaners and the cost to print only the agency's name and/or RBS safety messages.

3. RBS TRAINING:

Grant funds can be used to pay for training provided by Washington State Parks or State Parks approved courses. Note: Approval from State Parks is mandatory if an Officer or Deputy is applying for a Non-WA RBS Course. Examples of approved courses include:
- Training courses for full-time and reserve officers who have completed CJTC basic training academy or equivalent
  - Courses include Basic Marine Law Enforcement – CJTC 0460 (40 hours) or equivalency
  - Boating Under the Influence (24 hour course at NASBLA standard)
  - Personal watercraft operation – flat-water and swift water
  - Vessel sound level measurement training (8 hours to WSP&RC standard)
  - Accident reporting and investigation course training (40 hours to NASBLA standard)
  - Other USCG training on case-by-case basis
- Per Diem travel expenses at state per diem rate in effect for the destination (at state per diem rate if local rate is higher) RBS training, conferences, and meetings. Cost is prorated for percentage of travel /per diem for RBS purposes /missions only.

4. RBS EQUIPMENT:

Purchase, maintenance, and operation of patrol boats and patrol boat equipment to perform the RBS elements in WAC 352-65-040 only. All decisions by State Parks for equipment purchases shall be final.

PATROL VESSELS

- Motors and hardware
- Props
- Trailers and maintenance of trailers (repair, tires, winch, cables, power take-off)
- Patrol vessel and engine drive system repairs
- Repair and replacement of equipment on boat (includes de-watering pumps which can also be used as fire-fighting equipment)
- Tow vehicles (dedicated for 100% RBS use, or the percentage of time used for RBS activities; only for dedicated vehicles to RBS, not for application to an agencies fleet)
- Hitch assemblies and installation cost for tow vehicles that are dedicated for 100% RBS use or the percentage of time used for RBS activities (only for dedicated vehicles to RBS, not for application to agency fleet vehicles)
- Anti-freeze fluid
- Batteries and fluid; maintenance and replacement
- Costs related to the maintenance and repair of the vessel
- Costs related to marking and identifying patrol vessels as government owned;
  - Includes painting, decals and cost of removal and application
Electrical system repairs and replacement
  - Electronic devices – parts and labor for the maintenance, repairs to maintain, or replacement when devices fail, or are no longer serviceable, or when upgrades are required to meet customary and current standards for LE work;
  - Includes devices dedicated to the program such as agency & VHF radios
  - Radar units
  - Sirens
  - Blue lighting equipment
  - Hailers
  - Global positioning system (GPS) units
  - Personal breath testers (PBT)
  - Cell phones for 100% RBS use only, or percentage of time used on boat
  - Battery chargers and computers dedicated to program use
  - Includes brackets/fittings for installation and use

Fluids for hydraulic system

Fuel, fuel additives/filters; associated disposal fees

Gear oil for lower units

Glass replacement and costs to install; associated disposal fees

Grease and lubricants

Oil and oil filters; associated disposal fees

Parts and labor for regular scheduled maintenance and scheduled replacement

Parts for replacement on the vessel when failure occurs or when damaged and labor;
  - Includes engine, lower unit and cooling system repairs and replacement

Vessel canvas tops and side covers; includes repairs and replacement of canvas/vinyl/plastic material and framing structures

Vessel hull and structural repairs/replacement of railings, pilot house, decks, cleats, ladders, swim platforms, Sampson posts, fittings, towing equipment, davits, anchors, chain, and associated hardware and fittings
ASSOCIATED EQUIPMENT FOR PATROL VESSELS

- Cost of emergency response and rescue equipment repair, replacement and maintenance;
  - Includes stretchers, first aid/first responder kits and materials, fire suppression equipment and supplies
- Cost of fees related to cell phone charges, annual registration charges, renewal fees, and insurance are prorated for percentage of time used performing RBS missions.
- Cost of haul-outs and associated costs with cleaning and maintenance of hull, fixtures and drive systems; associated disposal fees
- Costs related to moorage, including cost of water/electricity associated with maintenance & moorage

- Cost of required safety equipment on the vessel when replacement, repair, or regular maintenance is needed to meet state/federal regulations and maintain USCG standards;
  - Includes life jackets, replacement parts (clips, hooks, CO2 cartridges and re-arm kits) and stenciling/screening of agency name or law enforcement
  - Exposures suits
  - Fire extinguishers/extinguishing systems
  - Visual distress signals
  - Navigation lights
  - Sounding devices
  - Ventilation systems
  - Backfire flame arrestor

- Cost of replacement, repair, or regular maintenance of equipment used during operation and moorage;
  - Fenders
  - Line – for towing and mooring.
  - Chafing gear
  - Boat hooks
  - Towing equipment
  - Bilge pumps
  - Batteries
  - Navigation charts
Washington State Parks & Recreation Commission 2017
Marine Patrol Federal Financial Assistance Grant Program

- Piloting equipment
- Helm fixtures and seats
- Log books
- Depth sounders & radar; does not include FLIR systems
- Portable fuel tanks and hoses

PATROL VESSEL TRAILERS

- Costs related to maintenance and repair of patrol vessel trailer(s)
- Cost of tires and wheels; includes installation, repair, and balancing; associated disposal fees
- Electrical system maintenance, repair and replacement
- Hitch and ball repair/replacement
- Hydraulic/electric brake system maintenance, repair and replacement
- Oil, grease & lubricants; associated disposal fees
- Winch maintenance, repair and replacement

BOAT EQUIPMENT

- Anchors
- Line for towing and mooring
- Chain/shackles and attachment hardware
- Carabineers
- Boat hooks
- Fire extinguishers (only USCG approved)
- Fenders
- Depth finders
- Radar units; does not include FLIR systems
- Radios & computers (dedicated for 100% RBS use, or the percentage of time used for RBS activities)
- Lines for tie up
- Light bars – blue lights only (no red, white or yellow lights)
- Sirens
- Cost of installation and servicing of electronic components
- Canvas and siding for weather protection
Washington State Parks & Recreation Commission 2017
Marine Patrol Federal Financial Assistance Grant Program

- Haul out for cleaning/painting/servicing patrol vessels
- First-aid kits (dedicated for 100% RBS use, or the percentage of time used for RBS activities)
- Rescue throw bags for use on boats only

**NAVIGATION AIDS & BUOYS**

- Navigation signs & markers (to meet RCW 79A.60.500 and WAC 352-67)
- Decals for buoys
- Chain
- Cable & connectors
- Weights
- Equipment to maintain buoys & signs to remain effective

**EDUCATION**

- Publications to promote RBS education that are already prepared or the creation, design and printing of publications
- Education equipment related to required boating safety equipment for recreational boats
- Promotion of *Adventures in Boating* classes (including presentation materials, light refreshments, and room rental for classes)

**NON-ALLOWABLE COSTS AND EXPENDITURES**

- Bullet proof vests are beneficial however State Parks sees that because all officers work on land the majority of the time for which they are paid, equipment of this nature is not essential for meeting the established criteria in WAC 352-65-040 nor is it related to the performance of Recreational Boating Safety program mission and is considered a local agency responsibility to purchase.
- Equipment used in recovery operations (dive equipment, side scan sonar, etc.) while being used in a search or investigation mode are 100% eligible, once this equipment is used for recovery operations it is no longer an allowable expense. This type of equipment cost is normally prorated between RBS missions and recovery missions. Homeland security missions (night vision equipment, weapons, etc.), or any other equipment determined as unrelated by State Parks is not an allowable expense.

*Note: Grant funds cannot be used for Indirect costs.*
SECTION 2 - REQUIREMENTS AND TIMELINE FOR GRANT DOCUMENTS

State Parks Recreational Boating Program requires that each applicant abide by all deadlines established in this booklet. This booklet will be made available each year with ample time to return the required documents. Failure to meet the identified deadlines will disqualify that agency/applicant and they will be removed from further consideration for assistance.

Incomplete or inaccurate documents shall be penalized for the following years grant allocation under the scoring system for accuracy and timeliness of paperwork and reporting. Documents that are incomplete or contain errors delay the evaluation of all the applicants. Please ensure that you follow all instructions and only provide the information that is requested.

Please ensure that all documents submitted have the appropriate signatures. The individual who signs the documents is accountable for all the information provided on these documents.

E-Mail documents to: hoyle.hodges@parks.wa.gov

Mail signed original documents to: Washington State Parks
Recreational Boating Program
Attn: Hoyle Hodges
1111 Israel Rd. SW
P.O. Box 42650
Olympia, WA. 98504-2650

NOTE: E-mailed documents with scanned original signatures will be sufficient for meeting turn in deadlines. Original paper copies should still be mailed to State Parks for an agency to be considered complete on grant paperwork and documents.

TIMELINE FOR FY 2017 GRANT DOCUMENTS

FY 15 Grant Applications and Supporting Documents are due: Tuesday, 31 January 2017

FY 2017 GRANT DOCUMENT CHECKLIST

1. P&R A-300 Federal Financial Assistance Grant Application
2. P&R A-299 Boating Safety Program Approval
3. Budget document proving match requirement is met.
SECTION 3 - FY 2017 GRANT APPLICATION

LOCAL FUNDING MATCH: MLE FUNDING ELIGIBILITY REQUIREMENTS.

a) 100% match requirement if agency receives $10,000 or less of VRF fees.

b) 50% match requirement if agency receives more than $10,000 in VRF fees.

c) State Parks feels the most successful RBS programs have support in their local communities. The clearest sign of support is the amount of funds budgeted by county commissioners or city councils for local RBS programs. State Parks is prioritizing its federal assistance grants for communities that have made RBS programs a priority by budgeting local dollars for their program. State Parks does not want to discourage or prevent a community that has made marine law enforcement a priority from receiving federal assistance grants, however State Parks 1) would like to increase the local commitment for funding boating safety and 2) is unable to fund local marine law enforcement programs by itself so it is prioritizing funding to those communities that can provide a local match. The documentation of local match should show what local funds have been budgeted for the agency’s marine law enforcement program for 2017 – the same funds that when spent, would be reported in the vessel registration expenditure report. For the purposes of the financial assistance grants application, State Parks would accept an official budget document on agency letterhead, signed by the police chief or sheriff as evidence of the financial commitment made by the community and would suffice to meet the match requirement for the 2017 federal assistance grants. State Parks is only considering locally provided funds as match. Other grant funds or in-kind contributions would not meet these criteria.

d) Your agency’s match requirement for 2017 is: $29,200.96

Describe the agency’s match category (100% or 50%) and how those local matching funds will be used.

The Whatcom County Sheriff’s Office match category is 50% as our VRF funding is above $10,000.00. See the attached budget information and spending distribution.
**PREVENTION PLAN PART 1 - ASSESSMENT, IDENTIFICATION, GOALS**

**Risk Factors**

**Objective:** Describe the highest priority recreational boating risks and hazards within your jurisdiction based on accident data, any other relevant data, and best professional judgment.

<table>
<thead>
<tr>
<th>High Priority Boating Risks &amp; Hazards</th>
<th>Data / Professional Judgment</th>
</tr>
</thead>
<tbody>
<tr>
<td>PFD possession and proper wear</td>
<td>Contacts on local lakes, river and coastal waters and boating accidents that occurred during 2016 season.</td>
</tr>
</tbody>
</table>

**Comments**

We continue to see boating accident fatalities due to non-possession or improper use and wear of PFD’s. Our focus will be on Kayaks, canoes, paddle boards and other man powered vessels. Fatalities in the Nooksack River and Baker Lake demonstrate that this is an area that needs continual education with recreational boaters.

**High Priority Audiences**

**Objective:** Describe the demographic groups of boaters that are the highest priority for prevention efforts and the specific behavior that, if changed, would result in fewer boating accidents or fatalities.

<table>
<thead>
<tr>
<th>Description of the Audience</th>
<th>Why is this audience a priority?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operators of man powered vessels such as kayaks, canoes, and paddle boards outside of designated swim areas.</td>
<td>These are the people that are most likely to violate PFD laws.</td>
</tr>
<tr>
<td>Sales and rental locations.</td>
<td>Sales and rental businesses are the first contact for these operators and can assist with educating the public.</td>
</tr>
</tbody>
</table>

**Comments**
PREVENTION PLAN PART 2 - TASKS, TACTICS, MEDIA

1. Patrol Plans / Emphasis Patrols / Enforcement Policies: Please describe how you will use patrol to achieve your prevention goals. (Consider emphasis patrols for Operation Dry Water and other campaigns)

<table>
<thead>
<tr>
<th>Activity</th>
<th>Time Frame</th>
<th>Patrol Hour Goal for this Activity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Regular patrols and contacts</td>
<td>May 2017 – Sept 2017</td>
<td>400 hours</td>
</tr>
<tr>
<td>Press release</td>
<td>Before and during boating season</td>
<td>N/A</td>
</tr>
<tr>
<td>Retail and rental locations</td>
<td>During boating season</td>
<td>10 hours</td>
</tr>
<tr>
<td>Safe Kids Safety Fair</td>
<td>June 2017</td>
<td>5 hours</td>
</tr>
<tr>
<td>Opening crab season</td>
<td>August (X2)</td>
<td>16 hours</td>
</tr>
<tr>
<td>Operation Dry Water</td>
<td>June</td>
<td>Fri, Sat, Sun patrols</td>
</tr>
</tbody>
</table>

**Total Patrol Hour Goal** 431+ hours

Comments

2017 we will continue our community outreach and education while making contacts during patrol.

2. Safety Inspections

<table>
<thead>
<tr>
<th>Activity</th>
<th>Time Frame</th>
<th>Inspection Goals</th>
</tr>
</thead>
<tbody>
<tr>
<td>Regular and emphasis patrols</td>
<td>May 2017 – Sept 2017</td>
<td>Approximately 300 inspections</td>
</tr>
</tbody>
</table>

**Total Inspection Goal** Approximately 300 Inspections

Comments

Continue with written inspections during regular and emphasis patrols throughout the boating season. These contacts and inspections allow us to determine who is following the PFD possession and wear requirements.
3. Education Classes

<table>
<thead>
<tr>
<th>Activity</th>
<th>Time Frame</th>
<th>Number of Students Trained</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Number of Students Trained Goal

Comments

Not providing classes due to online classes being provided.

4. Community Events

<table>
<thead>
<tr>
<th>Activity</th>
<th>Time Frame</th>
</tr>
</thead>
<tbody>
<tr>
<td>Safe Kids Safety Fair</td>
<td>June 2017</td>
</tr>
<tr>
<td>Northwest Washington Fair (Lynden, WA)</td>
<td>August 2017</td>
</tr>
</tbody>
</table>

Total Community Events Goal

See above

Comments – Please describe how you will use community events to address the highest priority risks and audiences in your jurisdiction.

Through community events we can educate and demonstrate the importance of proper PFD possession and wear to a diverse population of the community.
5. Presentations to Groups & Schools

<table>
<thead>
<tr>
<th>Activity</th>
<th>Time Frame</th>
</tr>
</thead>
<tbody>
<tr>
<td>Have offered to present for power squadron and USCG Aux if needed</td>
<td>Depends on need</td>
</tr>
</tbody>
</table>

Comments - Please describe how you will influence the behavior of the students /attendees through presentations at schools and groups.

Present relative material and show impact with "on the jobs" stories. Explain to students what the role of law enforcement is on our waterways and explain what and why we look for the things that we do.
6. Media Plan

<table>
<thead>
<tr>
<th>Tactic / Strategy</th>
<th>Describe when and how you will use this tactic</th>
<th>Performance Measure (what are you measuring to evaluate your success?)</th>
<th>What is your measurable goal?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Press Releases</td>
<td>Before and during boating season</td>
<td>Informal survey during patrol contacts and inspections</td>
<td>Publishing of the press release and any feedback from the public</td>
</tr>
<tr>
<td>Agency Website</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Agency Newsletter</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Facebook</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Twitter</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Media Ride Alongs</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Partner Media</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operation Dry Water</td>
<td>Press release</td>
<td>If published or not same</td>
<td></td>
</tr>
<tr>
<td>Nat’l Safe Boating Week</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Spring Aboard</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wear It!</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (please describe)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Comments**

Our operation dry water press release continues to get published. Considering a media ride along this summer to determine if media will get more involved in boater safety.

*Spring Aboard – March 19-25*

*National Safe Boating Week – May 20-26*

*Ready Set Wear It! May 20, 2017*

*Operation Dry Water* - June 30 – July 2
7. Professional Prevention Partners; i.e. Safe Kids, Washington Drowning Prevention Network, US Coast Guard Auxiliary, etc...

<table>
<thead>
<tr>
<th>Partnering Organizations</th>
<th>What measurable goal does this partner help you achieve?</th>
<th>Time Frame</th>
</tr>
</thead>
<tbody>
<tr>
<td>USCG Aux</td>
<td>inspections and outreach</td>
<td>Boating season</td>
</tr>
</tbody>
</table>

Comments

We partner with CG Aux and other LE agencies in our area during major events and emphasis patrols.

8. Local Ordinances

<table>
<thead>
<tr>
<th>Goal</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Expected Outcome</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Ordinance Title</th>
<th>Hyperlink to full text</th>
<th>Applies to a single water body or all.</th>
</tr>
</thead>
</table>

Comments – describe any other ordinances you might propose to help reduce boating accidents within your jurisdiction.
Washington State Parks & Recreation Commission 2017
Marine Patrol Federal Financial Assistance Grant Program

Prevention Goals Summary – Use comment box if needed

<table>
<thead>
<tr>
<th>Activity</th>
<th>Goal for 2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Patrol</td>
<td>Weekend and emphasis patrols during the 2017 boating season</td>
</tr>
<tr>
<td>Inspections</td>
<td>Approximately 300 inspections this season</td>
</tr>
<tr>
<td>Education Classes</td>
<td>N/A</td>
</tr>
<tr>
<td>Presentations to Groups &amp; Schools</td>
<td>Safe Kids Safety Fair and NW WA Fair</td>
</tr>
<tr>
<td>Media</td>
<td>Press releases</td>
</tr>
<tr>
<td>Partners</td>
<td>USCG AUX and USCG</td>
</tr>
<tr>
<td>Local Ordinances</td>
<td>N/A</td>
</tr>
</tbody>
</table>

Comments

INSTRUCTOR INFORMATION

9. Instructors
Your agency must be willing to provide marine law enforcement instructors if requested by State Parks. Instructors must be able to attend Instructor Training and become NASBLA certified instructors. Instructors must be available to teach up to 40 hours of classes per year for three years. Agencies providing instructors to State Parks will receive an additional amount of funding (goal is $5,000.00) per year if the instructor is selected and approved.

Please list potential MLE Instructor Candidates:

<table>
<thead>
<tr>
<th>Name</th>
<th>Phone #</th>
<th>Email</th>
<th>Instructor Development (Please enter Yes or No)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Michael King</td>
<td>360-599-8216</td>
<td><a href="mailto:mwking@co.whatcom.wa.us">mwking@co.whatcom.wa.us</a></td>
<td>No</td>
</tr>
</tbody>
</table>

PARTICIPATION IN MEETINGS
The lead marine officer identified by your agency on Form A-299, must attend all meetings and conferences convened by State Parks.

TRAINING / CURRENCY
Agencies must ensure that all marine officers identified in their roster have received all training required by State Parks. Completion of Basic Marine Law Enforcement (BMLE)/Basic Crew Member (BCM) Course and annual BCM currency are the only requirements at this time.

BOATING FEDERAL FINANCIAL ASSISTANCE GRANT
P&R A-300 (REV. 10/2016)
<table>
<thead>
<tr>
<th>Agency</th>
<th>2017 Award</th>
</tr>
</thead>
<tbody>
<tr>
<td>Asotin Co SO</td>
<td>$11,075.93</td>
</tr>
<tr>
<td>Bainbridge Island PD</td>
<td>$13,075.36</td>
</tr>
<tr>
<td>Benton Co SO</td>
<td>$15,414.19</td>
</tr>
<tr>
<td>Black Diamond PD</td>
<td>$11,738.23</td>
</tr>
<tr>
<td>Bonney Lake PD</td>
<td>$12,460.62</td>
</tr>
<tr>
<td>Chelan Co SO</td>
<td>$15,058.89</td>
</tr>
<tr>
<td>Clallam Co SO</td>
<td>$22,574.21</td>
</tr>
<tr>
<td>Clark Co SO</td>
<td>$20,405.25</td>
</tr>
<tr>
<td>Cowlitz Co SO</td>
<td>$13,038.42</td>
</tr>
<tr>
<td>Douglas Co SO</td>
<td>$12,457.34</td>
</tr>
<tr>
<td>Everett PD</td>
<td>$18,309.75</td>
</tr>
<tr>
<td>Ferry Co SO</td>
<td>$11,980.49</td>
</tr>
<tr>
<td>Franklin Co SO</td>
<td>$16,022.27</td>
</tr>
<tr>
<td>Gig Harbor PD</td>
<td>$12,161.77</td>
</tr>
<tr>
<td>Grant Co SO</td>
<td>$21,586.06</td>
</tr>
<tr>
<td>Grays Harbor Co SO</td>
<td>$15,465.29</td>
</tr>
<tr>
<td>Island Co SO</td>
<td>$17,103.59</td>
</tr>
<tr>
<td>Jefferson Co SO</td>
<td>$18,641.88</td>
</tr>
<tr>
<td>Kent PD</td>
<td>$12,715.00</td>
</tr>
<tr>
<td>King Co SO</td>
<td>$19,228.19</td>
</tr>
<tr>
<td>Kitsap Co SO</td>
<td>$15,190.28</td>
</tr>
<tr>
<td>Kittitas Co SO</td>
<td>$14,129.28</td>
</tr>
<tr>
<td>Klickitat Co SO</td>
<td>$13,050.07</td>
</tr>
<tr>
<td>Lake Stevens PD</td>
<td>$14,113.97</td>
</tr>
<tr>
<td>Lakewood PD</td>
<td>$12,268.76</td>
</tr>
<tr>
<td>Lewis Co SO</td>
<td>$14,855.35</td>
</tr>
<tr>
<td>Lincoln Co SO</td>
<td>$12,830.55</td>
</tr>
<tr>
<td>Mason Co SO</td>
<td>$14,522.18</td>
</tr>
<tr>
<td>Mercer Island PD</td>
<td>$20,356.33</td>
</tr>
<tr>
<td>Pacific County</td>
<td>$13,660.01</td>
</tr>
<tr>
<td>Pend Oreille Co SO</td>
<td>$14,098.84</td>
</tr>
<tr>
<td>Pierce Co SO</td>
<td>$19,112.86</td>
</tr>
<tr>
<td>Port Orchard PD</td>
<td>$11,698.95</td>
</tr>
<tr>
<td>Poulsbo PD</td>
<td>$11,226.13</td>
</tr>
<tr>
<td>San Juan Co SO</td>
<td>$16,113.63</td>
</tr>
<tr>
<td>Seattle PD</td>
<td>$38,695.48</td>
</tr>
<tr>
<td>Skagit Co SO</td>
<td>$15,459.51</td>
</tr>
<tr>
<td>Snohomish Co SO</td>
<td>$16,138.49</td>
</tr>
<tr>
<td>Spokane Co SO</td>
<td>$17,760.06</td>
</tr>
<tr>
<td>Tacoma PD</td>
<td>$12,070.18</td>
</tr>
<tr>
<td>Thurston Co SO</td>
<td>$13,914.96</td>
</tr>
<tr>
<td>Walla Walla Co SO</td>
<td>$12,613.93</td>
</tr>
<tr>
<td>Whatcom Co SO</td>
<td>$18,374.57</td>
</tr>
<tr>
<td>Whitman Co SO</td>
<td>$15,784.22</td>
</tr>
<tr>
<td>Yakima Co SO</td>
<td>$11,448.44</td>
</tr>
<tr>
<td></td>
<td>$699,999.76</td>
</tr>
</tbody>
</table>
SECTION 4 - ADDITIONAL BILLING AND ADMINISTRATIVE INFORMATION

These grant funds are specifically for reducing boating-related loss of life, personal injury, and property damage tied to the U.S. Coast Guard’s Strategic Plan of the National Recreational Boating Safety Program 2017-2021. This is accomplished by using the grant funds for on-water law enforcement hours for patrol by officers who have completed a basic Recreational Boating Safety training course meeting State Parks standards. Review the plan at http://www.uscgboating.org/.

By completing and submitting this application, the applicant agrees to the following terms:

1. Expand patrols beyond those paid for with state Vessel Registration Fees and local funds.

2. Enforce state RBS regulations using a “zero tolerance” policy for:
   a. Life jacket requirements, including lifejackets not worn, insufficient lifejackets, and lifejackets found unserviceable or the incorrect size;
   b. Completion and possession of the mandatory boater education card when operating, for operators required to carry it;
   c. Boat operation under the influence of alcohol (BUI) rules; and
   d. “Rules of the road” and other operating regulations.


4. Follow the following procedures for requesting reimbursement. Invoices for reimbursement may be submitted no more often than monthly but no less than quarterly.
   a. Submit the following documents.
      i. The Marine Law Enforcement Grant Invoice Voucher (form A-19) provided including the Officer List Worksheet. When preparing the A-19 invoice voucher, please be sure all expenditures support the RBS mission and that detailed explanations are provided for purchases of equipment and maintenance that occurred during the period in which reimbursement is requested. Boating Program staff will review all A-19’s and contact you if any expenditure listed is unclear. Copies of receipts may be requested to support reimbursement.
      ii. Summary of Activities Report (A-428)
      iii. Yellow copies of all written vessel inspections completed (P&R A-274). Copies submitted with the quarterly Summary of Activities Report will be sufficient.
iv. Copies of the vessel log sheet to document each patrol vessel and shift may be requested.

v. Names of officers performing patrols paid with these funds.

b. A-19 Invoice Vouchers requesting reimbursement must be received and dated and stamped at State Parks by the following dates. The timely submission of reimbursement requests allows proper time for the processing of payments. A-19’s submitted after these dates will not be accepted, but may, at our discretion, be processed only when State Parks has been contacted in advance of due date.

i. For the period March-April-May-June (2nd quarter): by July 15th.
   For the period July-August-September (3rd quarter): by October 15th.
   ii. Invoices for reimbursement (form A-19) may be submitted monthly or quarterly.

c. Unforeseen Circumstances: If, during any quarter, an agency is unable to meet the requirements of the grant it should submit a letter, signed by the police chief or sheriff, along with the reimbursement request explaining the reasons and mitigating circumstances. In extreme cases, State Parks may request these applicants to submit a plan within 30 days of the end of the quarter that describes steps the applicant will take to meet minimum requirements. In these cases, reimbursement requests may be deferred until the plan is received and approved by State Parks.

d. Grantees are required to maintain records of all allowable expenditures for which grant dollars were spent and must make these records available to State Parks for review upon request. Expenditure records may include but are not limited to receipts, invoices, and timesheets. These records must be maintained for six years following the completion of the grant.

Agencies that did not report local expenditures on the annual Vessel Registration Fee Expenditure Report due November, 2016 are not eligible to apply for the grant.
WASHINGTON STATE PARKS & RECREATION COMMISSION 2017
MARINE PATROL FEDERAL FINANCIAL ASSISTANCE GRANT PROGRAM

AUTHORIZED SIGNATURE

I certify that I am authorized to obligate the agency listed below and that I am authorized to accept such funds and to guarantee that the funds will be used solely for expenditures limited to the areas in WAC 352-65-040, and that federal grant funds will be used in conjunction with local funding and state Vessel Registration Fees. Grant funds are not for the replacement of local funds or state Vessel Registration Fees and are only for the performance to meet the terms and conditions detailed in this application.

Authorized Representative:

Signature
Date

Jeff Parks
Print Name

Undersheriff
Title
January 23, 2017

Washington State Parks
Recreational Boating Program
P.O. Box 42650
Olympia, WA 98504-2650

Subject: RBS Federal Financial Assistance Grant Program FY 2017 Grant Application

The Whatcom County Sheriff's Office (WCSO) is committed to operating a successful Recreational Boating Safety (RBS) Program and has budgeted local dollars for the program.

The Whatcom County Sheriff's Office receives more than $10,000 in Vessel Registration Fees annually and will meet the 50% local funding match as required in the Washington State Parks & Recreation Commission 2017 Marine Patrol Federal Financial Assistance Grant Program FY2017 Application.

Whatcom County Sheriff's Office estimated RBS Federal Financial Assistance Grant local match for FY2017:

<table>
<thead>
<tr>
<th>Amount</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>21,168</td>
<td>Marine Program Coordinator (King) estimate 400 hours Jun-Jul-Aug 2017</td>
</tr>
<tr>
<td>2,175</td>
<td>Equip Rent-Interfund. Boat Truck #6014 $725/mo x 3 mo (Jun-Jul-Aug 2017)</td>
</tr>
<tr>
<td>1,000</td>
<td>Fuel: 2017 Est $1,000 (2016 actual fuel #6014: Jun $325, Jul $388, Aug $255 = $968)</td>
</tr>
<tr>
<td>8,709</td>
<td>Boat Storage: 2016 $1475/mo x25% x 3mo = $1106; 2017 $1408/mo x60% = $7603</td>
</tr>
<tr>
<td>33,051</td>
<td>Subtotal Direct Costs – Enforcement</td>
</tr>
<tr>
<td>1,584</td>
<td>Undersheriff (Parks) PCS 2016 $152,282; 2017 $160,423 (Admin 1%)</td>
</tr>
<tr>
<td>1,460</td>
<td>Lieutenant (Hester) PCS 2016 $140,441; 2017 $147,909 (Admin 1%)</td>
</tr>
<tr>
<td>905</td>
<td>Sr. Admin Assist (Pierce) PCS 2016 $79,728; 2017 $94,088 (Accounting 1%)</td>
</tr>
<tr>
<td>627</td>
<td>Accountant (Stevens) PCS 2016 $61,571; 2017 $63,122 (Accounting 1%)</td>
</tr>
<tr>
<td>745</td>
<td>Account Clerk IV (Lunderville) PCS 2016 $71,038; 2017 $75,629 (Payroll/AP 1%)</td>
</tr>
<tr>
<td>5,321</td>
<td>Subtotal Indirect Costs - Administration</td>
</tr>
<tr>
<td>38,372</td>
<td>Total Estimate RBS Program Local Costs</td>
</tr>
</tbody>
</table>

Sincerely,

Bill Elfo, Sheriff

Our Vision: The Office of Sheriff: Dedicated to making Whatcom County the Safest in the State through Excellence in Public Safety.
Agreement between Whatcom County and Washington State Department of Social & Health Service

ATTACHMENTS:
Contract Info Sheet
Memo to Executive
1 Original of Contract Agreement

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.)

This agreement states the general terms and conditions that govern work performed under any program agreement between the Washington State Department of Social and Health Services (DSHS) and the Whatcom County Health Department. Council approval is required per 39.34.030(2) for agreements between public agencies.
MEMORANDUM

TO: Jack Louws, County Executive
FROM: Regina A. Delahunt, Director
RE: Washington State Department of Social and Health Services, General Terms and Conditions Agreement
DATE: March 10, 2017

Enclosed is one (1) original of a contract between Whatcom County and Washington State Department of Social and Health Services (DSHS) for your review and signature.

- **Background and Purpose**
  This agreement states the general terms and conditions that govern work to be performed under any program agreement between DSHS and the Whatcom County Health Department.

- **Funding Amount and Source**
  There is no monetary amount stipulated in this agreement.

- **Differences from Previous Contract**
  This is a new contract; however, it is substantially similar to the previous agreement established in 2011. Significant changes in this contract include the replacement of the (9) Disputes, (22) Subrecipients and (24) Termination clauses. Council approval is required per RCW 39.34.030(2) for agreements between public agencies.

Please contact Erika Nuerenberg at extension 6007 if you have any questions regarding this agreement.

Encl.
# WHATCOM COUNTY CONTRACT INFORMATION SHEET

<table>
<thead>
<tr>
<th>Originating Department:</th>
<th>Health</th>
</tr>
</thead>
<tbody>
<tr>
<td>Program/Project: (i.e. Dept. Division and Project)</td>
<td>Administration</td>
</tr>
<tr>
<td>Contractor’s / Agency Name:</td>
<td>Washington State Department of Social and Health Services (DSHS)</td>
</tr>
</tbody>
</table>

**Is this a New Contract?**
- Yes ☒
- No ☐
If not, is this an Amendment or Renewal to an Existing Contract? [ ]

**If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:**

**Does contract require Council Approval?**
- Yes ☒
- No ☐
If No, include WCC:
(see Whatcom County Codes 3.06.010A, 3.08.090M and 3.08.100A)

**Is this a grant agreement?**
- Yes ☐
- No ☒
If yes, grantor agency contract number(s):

**Is this contract grant funded?**
- Yes ☐
- No ☒
If yes, Whatcom County grant contract number(s):

**Is this contract the result of a RFP or Bid process?**
- Yes ☐
- No ☒
If yes, RFP and Bid number(s):

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

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

**Contract Amount:(sum of original contract amount and any prior amendments):**
$ 0

**This Amendment Amount:**

**Total Amended Amount:**

**Summary of Scope:**
This agreement specifies general terms and conditions for all contracts between Whatcom County and DSHS.

**Term of Contract:**
- 6 Years

**Expiration Date:**
- 06/30/2023

**Contract Routing:**
1. Prepared by:
   - jt
2. Attorney signoff:
   - rb
3. AS Finance reviewed:
   - Demps
4. IT reviewed (if IT related):
5. Contractor signed:
6. Submitted to Exec.:
7. Council approved (if necessary):
8. Executive signed:
9. Original to Council:

**Contracts that require Council Approval (incl. agenda bill & memo):**
- Professional Services Agreement above $20,000.
- Bid is more than $50,000.
- Professional Service Contract Amendments that have an increase greater than $20,000 and other contracts with a cumulative increase greater than $50,000.

**RENEWALS:** Council approval is not required when exercising an option to renew that is provided in the original contract.
## DSHS and COUNTY AGREEMENT ON GENERAL TERMS AND CONDITIONS

These General Terms and Conditions are between the state of Washington Department of Social and Health Services (DSHS) and the County identified below. These General Terms and Conditions govern work to be performed under any Program Agreement between the parties. These General Terms and Conditions supersede and replace any previously executed General Terms and Conditions as of the start date below.

**TERM OF AGREEMENT:** The term of this Agreement on General Terms and Conditions shall start and end on the following dates, unless terminated sooner as provided herein.

<table>
<thead>
<tr>
<th>START DATE: July 1, 2017</th>
<th>END DATE: June 30, 2023</th>
</tr>
</thead>
</table>

**COUNTY NAME**
Whatcom County

**COUNTY ADDRESS**
509 Girard Street
Bellingham, WA 98225-4005

**COUNTY TELEPHONE**
(360) 778-6020

**COUNTY FAX**

**DSHS INDEX NUMBER**
1241

**DSHS CENTRAL CONTRACT SERVICES ADDRESS**
Central Contracts and Legal Services
P.O. Box 45811
Olympia, WA 98504-5811

**DSHS CENTRAL CONTRACT SERVICES TELEPHONE**
(360) 664-6055

**By their signatures below, the parties agree to this Agreement on General Terms and Conditions.**

**COUNTY SIGNATURE(S)**

**DATE(S)**
3/13/17

**PRINTED NAME(S) AND TITLE(S)**
Regina A. Delahunt, Director

**DSHS SIGNATURE**

**DATE**

**PRINTED NAME AND TITLE**
Monika Vasil
Chief of Contracts

**TELEPHONE NUMBER (INCLUDE AREA CODE)**
(360) 664-6071
DEPARTMENT APPROVAL

Erika Nurenberg, Assistant Director

3/13/17

Date

WHATCOM COUNTY

JACK LOUWS
County Executive

STATE OF WASHINGTON )
COUNTY OF WHATCOM )

On this _______ day of ___________________, 2017, before me personally appeared Jack Louws, to me known to be the Executive of Whatcom County and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

NOTARY PUBLIC in and for the State of Washington, residing at Bellingham.

My Commission expires: _______________

APPROVED AS TO FORM

Royce Buckingham, Deputy Prosecuting Attorney

3 - 15 - 17

Date
1. **Definitions.** The words and phrases listed below, as used in the Agreement, shall each have the following definitions:

a. "Agreement" means this Department of Social and Health Services and County Agreement on General Terms and Conditions and any exhibits and other documents attached or incorporated by reference. Unless plainly inconsistent with context, the term "Agreement" includes and refers to all such agreements collectively.

b. "CCLS Chief" means the individual in Central Contracts and Legal Services with oversight authority for Department of Social and Health Services statewide agency contracting procedures.

c. "Central Contracts and Legal Services (CCLS)" means the Department of Social and Health Services statewide agency headquarters contracting office, or successor section or office.

d. "CFR" means the Code of Federal Regulations. All references in this Agreement and any Program Agreement to CFR chapters or sections shall include any successor, amended, or replacement regulation.

e. "Confidential Information" means information that is exempt from disclosure to the public or other unauthorized persons under Chapter 42.56 RCW or other federal or state laws. Confidential Information includes, but is not limited to, Personal Information.

f. "County" means the political subdivision of the state of Washington named above performing services pursuant to this Agreement and any Program Agreement.

g. "County Representative" means an individual in the position of County Manager, County Administrator, County Executive, or other similar position which reports to the highest governing body responsible for the subject matter of the Agreement or applicable Program Agreement(s).

h. "Debarment" means an action taken by a federal official to exclude a person or business entity from participating in transactions involving certain federal funds.

i. "DSHS" or "the department" or "the Department" means the Department of Social and Health Services of the state of Washington.

j. "DSHS Representative" means any DSHS employee who has been delegated contracting authority by the DSHS Secretary or his/her designee.

k. "General Terms and Conditions" means the contractual provisions contained within this Agreement, which govern the contractual relationship between DSHS and the County, under the Program Agreements subsidiary to and incorporating therein by reference this Agreement.

l. "Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, or any financial identifiers.
m. "Program Agreement" or "County Program Agreement" means a written agreement between DSHS and the County containing special terms and conditions, including a statement of work to be performed by the County and payment to be made by DSHS.

n. "RCW" means the Revised Code of Washington. All references in this Agreement and any Program Agreement to RCW chapters or sections shall include any successor, amended, or replacement statute.

o. "Secretary" means the individual appointed by the Governor, State of Washington, as the head of DSHS, or his/her designee.

p. "Subcontract" means a separate contract between the County and an individual or entity ("Subcontractor") to perform all or a portion of the duties and obligations that the County shall perform pursuant to any Program Agreement.

q. "USC" means the United States Code. All references in this Agreement and any Program Agreement to USC chapters or sections shall include any successor, amended, or replacement statute.

r. "WAC" means the Washington Administrative Code. All references in this Agreement and any Program Agreement to WAC chapters or sections shall include any successor, amended, or replacement regulation.

2. Amendment. This Agreement, or any term or condition thereof, may be modified only by a written amendment signed by both parties. Only personnel authorized to bind each of the parties shall sign an amendment.

3. Assignment. Except as otherwise provided herein in Section 21, the County shall not assign rights or obligations derived from this Agreement or any Program Agreement to a third party without the prior, written consent of the CCLS Chief and the written assumption of the County’s obligations by the third party.

4. Billing Limitations. Unless otherwise specified in a Program Agreement, DSHS shall not pay any claims for services submitted more than twelve (12) months after the calendar month in which the services were performed.

5. Compliance with Applicable Law. At all times during the term of this Agreement and any Program Agreement, the County and DSHS shall comply with all applicable federal, state, and local laws, regulations, and rules, including but not limited to, nondiscrimination laws and regulations and the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

6. Confidentiality.

a. The parties shall not use, publish, transfer, sell or otherwise disclose any Confidential Information gained by reason of any Program Agreement for any purpose that is not directly connected with the performance of the services contemplated there under, except:

   (1) As provided by law; or,

b. In the case of Personal Information, as provided by law or with the prior written consent
of the person or personal representative of the person who is the subject of the Personal Information. The parties shall protect and maintain all Confidential Information gained by reason of any Program Agreement against unauthorized use, access, disclosure, modification or loss. This duty requires the parties to employ reasonable security measures, which include restricting access to the Confidential Information by:

(1) Allowing access only to staff that have an authorized business requirement to view the Confidential Information.

(2) Physically securing any computers, documents, or other media containing the Confidential Information.

c. To the extent allowed by law, at the end of the Agreement term, or when no longer needed, the parties shall return Confidential Information or certify in writing the destruction of Confidential Information upon written request by the other party.

d. Paper documents with Confidential Information may be recycled through a contracted firm, provided the contract with the recycler specifies that the confidentiality of information will be protected, and the information destroyed through the recycling process. Paper documents containing Confidential Information requiring special handling (e.g., protected health information) must be destroyed through shredding, pulping, or incineration.

e. The compromise or potential compromise of Confidential Information must be reported to the DSHS Contact designated on the Program Agreement within five (5) business days of discovery for breaches of less than 500 persons’ protected data, and three (3) business days of discovery for breaches of over 500 persons’ protected data. The parties must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law.

7. **County Certification Regarding Ethics.** By signing this Agreement, the County certifies that the County is in compliance with Chapter 42.23 RCW and shall comply with Chapter 42.23 RCW throughout the term of this Agreement and any Program Agreement.

8. **Debarment Certification.** The County, by signature to this Agreement, certifies that the County is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement or any Program Agreement by any federal department or agency. The County also agrees to include the above requirement in all subcontracts into which it enters.

9. **Disputes.**

Both DSHS and the County ("Parties") agree to work in good faith to resolve all conflicts at the lowest level possible. However, if the Parties are not able to promptly and efficiently resolve, through direct informal contact, any dispute concerning the interpretation, application, or implementation of any section of the Agreement or applicable Program Agreement(s), either Party may reduce its description of the dispute in writing, and deliver it to the other Party for consideration. Once received, the assigned managers or designees of each Party will work to informally and amicably resolve the issue within five (5) business days. If the managers or designees are unable to come to a mutually acceptable decision within five (5) business days, they may agree to issue an extension to allow for more time.
DSHS/County General Terms & Conditions

If the dispute cannot be resolved by the managers or designees, the issue will be referred through each Agency's respective operational protocols, to the Secretary of DSHS ("Secretary") and the County Representative or their deputy or designated delegate. Both Parties will be responsible for submitting all relevant documentation, along with a short statement as to how they believe the dispute should be settled, to the Secretary and the County Representative.

Upon receipt of the referral and relevant documentation, the Secretary and County Representative will confer to consider the potential options for resolution, and to arrive at a decision within fifteen (15) business days. The Secretary and County Representative may appoint a review team, a facilitator, or both, to assist in the resolution of the dispute. If the Secretary and County Representative are unable to come to a mutually acceptable decision within fifteen (15) days, they may agree to issue an extension to allow for more time.

Both Parties agree that, the existence of a dispute notwithstanding, the Parties will continue without delay to carry out all respective responsibilities under the Agreement or applicable Program Agreement(s) that are not affected by the dispute.

The final decision will be put in writing and will be signed by both the Secretary and County Representative. If the Agreement is active at the time of resolution and amendment of the Agreement is warranted for ongoing clarity, the Parties will execute an amendment to incorporate the final decision into the Agreement. If this dispute process is used, the resolution decision will be final and binding as to the matter reviewed and the dispute shall be settled in accordance with the terms of the decision. Notwithstanding the foregoing, each Party reserves the right to litigate issues *de novo* in court.

10. **Entire Agreement.** This Agreement and any Program Agreement, including all documents attached to or incorporated by reference into either, shall contain all the terms and conditions to be agreed upon by the parties. Upon execution of any Program Agreement, this Agreement shall be considered incorporated into that Program Agreement by reference. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement or any Program Agreement shall be deemed to exist or bind the parties.

11. **Governing Law and Venue.** The laws of the state of Washington govern this Agreement. In the event of a lawsuit by the County against DSHS involving this Agreement or a Program Agreement, venue shall be proper only in Thurston County, Washington. In the event of a lawsuit by DSHS against the County involving this Agreement or a Program Agreement, venue shall be proper only as provided in RCW 36.01.050.

12. **Responsibility.** Each party to this Agreement shall be responsible for the negligence of its officers, employees, and agents in the performance of any Program Agreement. No party to this Agreement or any Program Agreement shall be responsible for the acts and/or omissions of entities or individuals not party to this Agreement and any Program Agreement. DSHS and the County shall cooperate in the defense of tort lawsuits, when possible. Both parties agree and understand that such cooperation may not be feasible in all circumstances. DSHS and the County agree to notify the attorneys of record in any tort lawsuit where both are parties if either DSHS or the County enters into settlement negotiations. It is understood that the notice shall occur prior to any negotiations, or as soon as possible thereafter, and the notice may be either written or oral.
13. **Independent Status.** For purposes of this Agreement and any Program Agreement, the County acknowledges that the County is not an officer, employee, or agent of DSHS or the state of Washington. The County shall not hold out itself or any of its employees as, nor claim status as, an officer, employee, or agent of DSHS or the state of Washington. The County shall not claim for itself or its employees any rights, privileges, or benefits which would accrue to an employee of the state of Washington. The County shall indemnify and hold harmless DSHS from all obligations to pay or withhold federal or state taxes or contributions on behalf of the County or the County’s employees.

14. **Inspection.** Either party may request reasonable access to the other party’s records and place of business for the limited purpose of monitoring, auditing, and evaluating the other party’s compliance with this Agreement, any Program Agreement, and applicable laws and regulations. During the term of any Program Agreement and for one (1) year following termination or expiration of the Program Agreement, the parties shall, upon receiving reasonable written notice, provide the other party with access to its place of business and to its records which are relevant to its compliance with this Agreement, any Program Agreement, and applicable laws and regulations. This provision shall not be construed to give either party access to the other party’s records and place of business for any other purpose. Nothing herein shall be construed to authorize either party to possess or copy records of the other party.

15. **Insurance.** DSHS certifies that it is self-insured under the State’s self-insurance liability program, as provided by RCW 4.92.130, and shall pay for losses for which it is found liable. The County certifies that it is self-insured, is a member of a risk pool, or maintains insurance coverage as required in any Program Agreements. The County shall pay for losses for which it is found liable.

16. **Maintenance of Records.**

During the term of this Agreement and for six (6) years following termination or expiration of this Agreement, both parties shall maintain records sufficient to:

a. Document performance of all acts required by law, regulation, or this Agreement;

b. Demonstrate accounting procedures, practices, and records that sufficiently and properly document the County’s invoices to DSHS and all expenditures made by the County to perform as required by this Agreement.

17. **Operation of General Terms and Conditions.** These General Terms and Conditions shall be incorporated by reference into each Program Agreement between the County and DSHS in effect on or after the start date of this Agreement. These General Terms and Conditions govern and apply only to work performed under Program Agreements between the parties.

18. **Order of Precedence.** In the event of an inconsistency in this Agreement and any Program Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence, in the following order, to:

a. Applicable federal and state of Washington statutes and regulations;

b. This Agreement;
DSHS/County General Terms & Conditions

c. The Program Agreement(s).

19. **Ownership of Material.** Material created by the County and paid for by DSHS as a part of any Program Agreement shall be owned by DSHS and shall be "work made for hire" as defined by 17 USC§ 101. This material includes, but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which the County uses to perform a Program Agreement but is not created for or paid for by DSHS is owned by the County and is not "work made for hire"; however, DSHS shall have a perpetual license to use this material for DSHS internal purposes at no charge to DSHS, provided that such license shall be limited to the extent which the County has a right to grant such a license.

20. **Severability.** The provisions of this Agreement and any Program Agreement are severable. If any court holds invalid any provision of this Agreement or a Program Agreement, including any provision of any document incorporated herein or therein by reference, that invalidity shall not affect the other provisions this Agreement or that Program Agreement.

21. **Subcontracting.** The County may subcontract services to be provided under a Program Agreement, unless otherwise specified in that Program Agreement. If DSHS, the County, and a subcontractor of the County are found by a jury or other trier of fact to be jointly and severally liable for personal injury damages arising from any act or omission under this Agreement or any Program Agreement, then DSHS shall be responsible for its proportionate share, and the County shall be responsible for its proportionate share. Should a subcontractor to the County pursuant to a Program Agreement be unable to satisfy its joint and several liability, DSHS and the County shall share in the subcontractor's unsatisfied proportionate share in direct proportion to the respective percentage of their fault as found by the trier of fact. Nothing in this section shall be construed as creating a right or remedy of any kind or nature in any person or party other than DSHS and the County. This provision shall not apply in the event of a settlement by either DSHS or the County.

22. **Subrecipients.**

a. General. If the County is a subrecipient of federal awards as defined by 2 CFR Part 200 and this Agreement, the County will:

(1) Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity;

(2) Maintain internal controls that provide reasonable assurance that the County is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;

(3) Prepare appropriate financial statements, including a schedule of expenditures of federal awards;

(4) Incorporate 2 CFR Part 200, Subpart F audit requirements into all agreements between the County and its Subcontractors who are subrecipients;
DSHS/County General Terms & Conditions

(5) Comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation; and


b. Single Audit Act Compliance. If the County is a subrecipient and expends $750,000 or more in federal awards from all sources in any fiscal year, the County will procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the County will:

(1) Submit to the DSHS contact person the data collection form and reporting package specified in 2 CFR Part 200, Subpart F, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;

(2) Follow-up and develop corrective action for all audit findings; in accordance with 2 CFR Part 200, Subpart F; prepare a “Summary Schedule of Prior Audit Findings” reporting the status of all audit findings included in the prior audit's schedule of findings and questioned costs.

c. Overpayments. If it is determined by DSHS, or during the course of a required audit, that the County has been paid unallowable costs under this or any Program Agreement, DSHS may require the County to reimburse DSHS in accordance with 2 CFR Part 200.

23. Survivability. The terms and conditions contained in this Agreement or any Program Agreement which, by their sense and context, are intended to survive the expiration of a particular Program Agreement shall survive. Surviving terms include, but are not limited to: Confidentiality (Section 6), Disputes (Section 9), Responsibility (Section 12), Inspection (Section 14), Maintenance of Records (Section 16), Ownership of Material (Section 19), Subcontracting (Section 21), Termination for Default (Section 26), Termination Procedure (Section 27), and Title to Property (Section 29).

24. Termination Due to Change in Funding, Contract Renegotiation or Suspension.

If the funds DSHS relied upon to establish any Program Agreement are withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding, after the effective date of this Agreement but prior to the normal completion of any Program Agreement:

a. At DSHS’s discretion, the Program Agreement may be renegotiated under the revised funding conditions.

b. Upon no less than fifteen (15) calendar days advance written notice to County, DSHS may suspend County’s performance of any Program Agreement when DSHS determines that there is reasonable likelihood that the funding insufficiency may be
resolved in a timeframe that would allow the County's performance to be resumed prior to the normal completion date of the Program Agreement. For purposes of this subsection, "written notice" may include email.

(1) During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.

(2) When DSHS determines that the funding insufficiency is resolved, it will give the County written notice to resume performance. Upon the receipt of this notice, the County will provide written notice to DSHS informing DSHS whether it can resume performance and, if so, the date of resumption.

(3) If the County's proposed resumption date is not acceptable to DSHS and an acceptable date cannot be negotiated, DSHS may terminate the Program Agreement by giving written notice to the County. The parties agree that the Program Agreement will be terminated retroactive to the effective date of suspension. DSHS shall be liable only for payment in accordance with the terms of the Program Agreement for services rendered through the retroactive date of termination.

c. DSHS may terminate the Program Agreement by providing at least fifteen (15) calendar days advance written notice to the County. DSHS shall be liable only for payment in accordance with the terms of the Program Agreement for services rendered through the effective date of termination. No penalty shall accrue to DSHS in the event the termination option in this section is exercised.

25. Termination for Convenience. The CCLS Chief may terminate this Agreement or any Program Agreement in whole or in part for convenience by giving the County at least thirty (30) calendar days' written notice addressed to the County at the address shown on the cover page of the applicable agreement. The County may terminate this Agreement and any Program Agreement for convenience by giving DSHS at least thirty (30) calendar days' written notice addressed to: Central Contracts and Legal Services, PO Box 45811, Olympia, Washington 98504-5811.

26. Termination for Default.

a. The CCLS Chief may terminate this Agreement or any Program Agreement for default, in whole or in part, by written notice to the County, if DSHS has a reasonable basis to believe that the County has:

(1) Failed to meet or maintain any requirement for contracting with DSHS;

(2) Failed to perform under any provision of this Agreement or any Program Agreement;

(3) Violated any law, regulation, rule, or ordinance applicable to this Agreement or any Program Agreement; or

(4) Otherwise breached any provision or condition of this Agreement or any Program Agreement.
b. Before the CCLS Chief may terminate this Agreement or any Program Agreement for default, DSHS shall provide the County with written notice of the County’s noncompliance with the agreement and provide the County a reasonable opportunity to correct the County’s noncompliance. If the County does not correct the County’s noncompliance within the period of time specified in the written notice of noncompliance, the CCLS Chief may then terminate the agreement. The CCLS Chief may terminate the agreement for default without such written notice and without opportunity for correction if DSHS has a reasonable basis to believe that a Client’s health or safety is in jeopardy.

c. The County may terminate this Agreement or any Program Agreement for default, in whole or in part, by written notice to DSHS, if the County has a reasonable basis to believe that DSHS has:

(1) Failed to meet or maintain any requirement for contracting with the County;

(2) Failed to perform under any provision of this Agreement or any Program Agreement;

(3) Violated any law, regulation, rule, or ordinance applicable to this Agreement or any Program Agreement; and/or

(4) Otherwise breached any provision or condition of this Agreement or any Program Agreement.

d. Before the County may terminate this Agreement or any Program Agreement for default, the County shall provide DSHS with written notice of DSHS’ noncompliance with the agreement and provide DSHS a reasonable opportunity to correct DSHS’ noncompliance. If DSHS does not correct DSHS’ noncompliance within the period of time specified in the written notice of noncompliance, the County may then terminate the agreement.

27. Termination Procedure. The following provisions apply in the event this Agreement or any Program Agreement is terminated:

a. The County shall cease to perform any services required by the Program Agreement as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination which are related to the transfer of clients, distribution of property, and termination of services.

b. The County shall promptly deliver to the DSHS contact person (or to his or her successor) listed on the first page of the Program Agreement, all DSHS assets (property) in the County’s possession, including any material created under the Program Agreement. Upon failure to return DSHS property within fifteen (15) working days of the Program Agreement termination, the County shall be charged with all reasonable costs of recovery, including transportation. The County shall take reasonable steps to protect and preserve any property of DSHS that is in the possession of the County pending return to DSHS.

c. DSHS shall be liable for and shall pay for only those services authorized and provided through the effective date of termination. DSHS may pay an amount mutually agreed by the parties for partially completed work and services, if work products are useful to or
usable by DSHS.

d. If the CCLS Chief terminates any Program Agreement for default, DSHS may withhold a sum from the final payment to the County that DSHS determines is necessary to protect DSHS against loss or additional liability occasioned by the alleged default. DSHS shall be entitled to all remedies available at law, in equity, or under the Program Agreement. If it is later determined that the County was not in default, or if the County terminated the Program Agreement for default, the County shall be entitled to all remedies available at law, in equity, or under the Program Agreement.

28. **Treatment of Client Property.** Unless otherwise provided in the applicable Program Agreement, the County shall ensure that any adult client receiving services from the County under a Program Agreement has unrestricted access to the client’s personal property. The County shall not interfere with any adult client’s ownership, possession, or use of the client’s property. The County shall provide clients under age eighteen (18) with reasonable access to their personal property that is appropriate to the client’s age, development, and needs. Upon termination or completion of the Program Agreement, the County shall promptly release to the client and/or the client’s guardian or custodian all of the client’s personal property. This section does not prohibit the County from implementing such lawful and reasonable policies, procedures and practices as the County deems necessary for safe, appropriate, and effective service delivery (for example, appropriately restricting clients’ access to, or possession or use of, lawful or unlawful weapons and drugs).

29. **Title to Property.** Title to all property purchased or furnished by DSHS for use by the County during the term of a Program Agreement shall remain with DSHS. Title to all property purchased or furnished by the County for which the County is entitled to reimbursement by DSHS under a Program Agreement shall pass to and vest in DSHS. The County shall take reasonable steps to protect and maintain all DSHS property in its possession against loss or damage and shall return DSHS property to DSHS upon termination or expiration of the Program Agreement pursuant to which it was purchased or furnished, reasonable wear and tear excepted.

30. **Waiver.** Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. No waiver shall be construed to be a modification of the terms and conditions of this Agreement unless amended as set forth in Section 2, Amendment. Only the CCLS Chief or designee has the authority to waive any term or condition of this Agreement on behalf of DSHS.
<table>
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<tr>
<th>CLEARANCES</th>
<th>Initial</th>
<th>Date</th>
<th>Date Received in Council Office</th>
<th>Agenda Date</th>
<th>Assigned to:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Originator:</td>
<td>NSK</td>
<td>03/22/2017</td>
<td></td>
<td>4/4/17</td>
<td>Finance / Council</td>
</tr>
<tr>
<td>Division Head</td>
<td>KGS</td>
<td>03/22/2017</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dept. Head:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prosecutor:</td>
<td>CDA</td>
<td>3/24/17</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Purchasing/Budget:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Executive:</td>
<td>NS</td>
<td>3/28/17</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TITLE OF DOCUMENT:**
Collective Bargaining Agreement Between Whatcom County and General Teamsters’ Local Union No. 231 Corrections Deputies & Sergeants Bargaining Unit April 4, 2017 – December 31, 2018

**ATTACHMENTS:**
1. Memorandum to County Council
2. Collective Bargaining Agreement

**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.)

Implements a two-year successor agreement to one expiring December 31, 2016 for employees working for the Bureau of Custody and Corrections Services and represented by Teamsters Local 231.

**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.
<table>
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<th><strong>WHATCOM COUNTY CONTRACT INFORMATION SHEET</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Originating Department:</strong> Administrative Services</td>
</tr>
<tr>
<td><strong>Division/Program:</strong> (i.e. Dept. Division and Program) Human Resources (HR)</td>
</tr>
<tr>
<td><strong>Contract or Grant Administrator:</strong> Nanette Kallunki, HR Associate Manager</td>
</tr>
<tr>
<td><strong>Contractor’s / Agency Name:</strong> Collective Bargaining Agreement between Whatcom County and Teamsters Local 231 Corrections Deputies &amp; Sergeants</td>
</tr>
</tbody>
</table>

### New Contract?
- **Yes **
- **No **

If not, is this an Amendment or Renewal to an Existing Contract?
- **Yes **
- **No **

If Amendment or Renewal, (per WCC 3.08.100 (a))

|Original Contract #:
<table>
<thead>
<tr>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>__________</td>
</tr>
</tbody>
</table>

### Council Approval?

- **Yes **
- **No **

If No, include WCC:

<table>
<thead>
<tr>
<th>(see Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)</th>
</tr>
</thead>
<tbody>
<tr>
<td>__________</td>
</tr>
</tbody>
</table>

### Grantor Agency Contract Number(s):

| CFDA#:
<table>
<thead>
<tr>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>__________</td>
</tr>
</tbody>
</table>

### Whatcom County Grant Contract Number(s):

|__________|

### RFP or Bid information?

- **Yes **
- **No **

If yes, RFP and Bid number(s):

|__________|

### Excluded from E-Verify?

- **No **
- **Yes **

If no, include Attachment D Contractor Declaration form.

### Contract Amount:

- **Sum of original contract amount and any prior amendments:**
- **This Amendment Amount:**
- **Total Amended Amount:**

### Contract Divisions:

- **Contract for Commercial off the shelf items (COTS):**
- **Work related subcontract less than $25,000:**
- **Public Works - Local Agency/Federally Funded FHWA:**

### Summary of Scope:

2017-2018 Collective Bargaining Agreement between Whatcom County and General Teamsters Local Union No. 231 Corrections Deputies & Sergeants Bargaining Unit

### Term of Contract:

<table>
<thead>
<tr>
<th>Two Years</th>
</tr>
</thead>
</table>

### Expiration Date:

<table>
<thead>
<tr>
<th>December 31, 2018</th>
</tr>
</thead>
</table>

### Contract Routing:

1. Prepared by: Nan Kallunki
2. Attorney signoff: Reviewed by Dan Gibson
3. AS Finance reviewed:
4. IT reviewed (if IT related): N/A
5. Contractor signed:
6. Submitted to Exec.:
7. Council approved (if necessary):
8. Executive signed:
9. Original to Council:

Council approval required for; all property leases, contracts or bid awards **exceeding $40,000,** and professional service contract amendments that have an increase greater than $10,000 or 10% of contract amount, whichever is greater, **except when:**

1. Exercising an option contained in a contract previously approved by the council.
2. Contract is for design, construction, r-o-w acquisition, professional services, or other capital costs approved by council in a capital budget appropriation ordinance.
3. Bid or award is for supplies or equipment included approved in the budget.
4. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.

**Last edited 10/31/16**
MEMO TO: Councilmembers Barbara Brenner, Rud Browne, Barry Buchanan, Todd Donovan, Ken Mann, Satpal Sidhu and Carl Weimer

CC: Jack Louws, County Executive

FROM: Nan Kallunki, HR Associate Manager

DATE: March 24, 2017

SUBJECT: Teamsters Local 231 - Corrections Deputies and Sergeants 2017-2018

The County and Union bargaining teams met regularly throughout the latter part of 2016 and into 2017 to negotiate a successor agreement to the July 21, 2015 to December 31, 2016 collective bargaining agreement for employees represented by Teamsters Local 231 representing Corrections Deputies and Sergeants. The proposal was ratified by Guild members on March 23, 2017.

The successor collective bargaining agreement, which currently represents 67 Corrections Deputies and Sergeants, is effective April 4, 2017 through December 31, 2018.

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. The most notable change in this agreement is the unit’s move from the County’s self-insured medical plan to the Washington Teamster’s Health and Welfare Trust medical plan.

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

<table>
<thead>
<tr>
<th>Contract Terms</th>
<th>Agreement</th>
</tr>
</thead>
<tbody>
<tr>
<td>COMPENSATION</td>
<td>January 2017 – 2.25% [retroactive to January]</td>
</tr>
<tr>
<td></td>
<td>January 2018 – 2.50%</td>
</tr>
<tr>
<td>LONGEVITY PAY</td>
<td>Longevity steps are increased by a factor of .006 between each step. This provides a consistent longevity progression.</td>
</tr>
<tr>
<td>DURATION</td>
<td>April 4, 2017 through December 31, 2018</td>
</tr>
</tbody>
</table>

Memo to Council for April 4, 2017 Agenda
<table>
<thead>
<tr>
<th>Contract Terms</th>
<th>Agreement</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Health and Welfare</strong></td>
<td>Medical Coverage. For 2017, medical coverage is provided through the County's self-insured medical plan with a monthly County contribution up to $1,234.80 per employee per month. In 2018, medical coverage will be provided through the Washington Teamsters Health &amp; Welfare Trust. The County contribution will be up to $1,250 per employee per month.</td>
</tr>
<tr>
<td><strong>Work Assignments and Non-Wage Reimbursements and Payments</strong></td>
<td>Uniform and Equipment. In lieu of a one-time payment of $650 to new hires to purchase uniforms and equipment, the County will provide the mandatory uniforms and equipment. Uniform Allowance. After the first year of employment and thereafter, employees will receive $300 each year to replace worn uniforms and equipment. Cleaning Allowance. The uniform allowance that was included in the base wage will be used for cleaning and maintaining uniforms. Special Clothing and Equipment. Any specialized clothing or equipment required to perform a work assignment will be provided by the County and remain property of the County.</td>
</tr>
<tr>
<td><strong>Work Schedule</strong></td>
<td>Compensatory Time. Employees are limited to using only 80 hours of compensatory time per year. They can accrue up to 80 hours in their compensatory time bank and cash it out throughout the year when they choose. At the end of the calendar year, all compensatory time will be cashed out.</td>
</tr>
</tbody>
</table>
COLLECTIVE BARGAINING AGREEMENT

By and Between

WHATCOM COUNTY, WASHINGTON

AND

GENERAL TEAMSTERS' LOCAL UNION NO. 231 CORRECTIONS DEPUTIES & SERGEANTS BARGAINING UNIT

JANUARY 1, 2017 - DECEMBER 31, 2018

Adopted April 4, 2017
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AGREEMENT
By and Between
WHATCOM COUNTY, WASHINGTON

AND
GENERAL TEAMSTERS' LOCAL UNION NO. 231
CORRECTIONS DEPUTIES & SERGEANTS BARGAINING UNIT

January 1, 2017 – December 31, 2018

THIS AGREEMENT, MADE AND ENTERED INTO THIS 4th day of April, 2017 by and between WHATCOM COUNTY, WASHINGTON, hereinafter referred to as the County, and GENERAL TEAMSTERS' LOCAL UNION NO. 231, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

GENERAL PURPOSES

The County and the Union 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 - UNION RECOGNITION AND SECURITY

1.01 Exclusions. The County recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining for the positions of the Sheriff's Office listed in the attached Addendum A. Excluded from the collective bargaining unit are all other employees of the Sheriff's Office and full-time temporary help employed for periods of up to four (4) months in a calendar year. Deputies working not more than sixty-nine (69) hours per calendar month are also excluded.

1.02 Members in Good Standing. It shall be a condition of employment that all Corrections Deputies of the County covered by this Agreement who are members of the Union 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 Union. It shall also be a condition of employment that all Corrections Deputies 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 Union, 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 union, such public employee shall pay an amount of money equivalent to the regular union dues and initiation fee of the Union to a non-religious charity or to another charitable organization mutually agreed upon by the deputy and the Union. The deputy shall furnish written proof to the Union that such payment has been made. If the deputy and the Union do not reach an agreement on the non-religious charity to whom the Union dues and
initiation fees are to be paid, the Public Employment Relations Commission shall designate the charitable organization.

1.03 Non-Discrimination Clause. No Deputy shall be discharged, suspended or discriminated against for upholding Union principles and any deputy working under instruction of the Union or who serves on a committee may do so without losing their position for such activity. There shall be no discrimination against any individual deputy 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 Union membership or as required by law, except where such constitutes a bona fide occupational qualification.

1.04 New Hire Notice to Union. The Union shall be notified within thirty-one (31) calendar days of new hires. Notification shall be in writing and shall include the deputy's name, social security number, address, date of hire, classification, range and step.

1.05 Bargaining Unit Work. Members of the bargaining unit shall perform all work of the bargaining unit, provided that Sheriff's Office unrepresented employees may perform bargaining unit work on occasion.

1.05a Volunteers. The use of properly trained volunteers is not prohibited by this Agreement so long as bargaining unit deputies are not supplanted. The Union may review the volunteer program regarding compliance with the foregoing and should a dispute develop, it shall be subject to Article 20 (Grievance Procedure) for resolution.

1.06 Authorized Representatives. All collective bargaining with respect to wages, hours and other working conditions of employment shall be conducted by authorized representatives of the Union and the County. It is recognized between the parties that this Agreement covers the Corrections Deputies of the Sheriff's Office for wages, working hours, schedules, benefits, and general working conditions only.

1.07 Civil Service Rules. Except where matters are covered by the express provisions of this Agreement, bargaining unit employees are subject to the rules of the Whatcom County Civil Service Commission. Any alleged violation of contractual provisions, which may also be covered by Civil Service Rules, may be adjusted either through the Civil Service appeals process or through the grievance procedure of this Agreement; provided, 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 pursue the grievance or the Union's right to request the County to arbitrate the grievance. Nothing in this section shall be construed as a waiver of any right the Union may have to require the County to engage in collective bargaining on any mandatory subject of bargaining.

1.07a Promotional Exams. Matters pertaining to promotional exams are covered by the Civil Service Rules and Regulations.
ARTICLE 2 – DISCIPLINE/INTERNAL INVESTIGATIONS

2.01 Types of Discipline. Discipline is defined to include verbal reprimand, written reprimand, disciplinary transfers, suspension, demotion (loss of rank) and termination.

2.02 Discharge or Suspension. No deputy will be discharged or suspended except for just cause.

2.02a 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 any recourse under this Agreement.

2.03 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>

2.03a 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.

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

2.05 Counseling. Counseling shall not be considered discipline.

2.06 Performance Evaluations. A performance evaluation shall not be considered discipline.

2.06a Disputes. An employee who receives a written performance evaluation with an overall rating below “meets job requirements” may write rebuttals or responses to their performance evaluations but may not grieve them.
2.07 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.

2.07a Due Process. Employees shall be afforded due process of law,
which includes the right to be informed in writing (using Addendum C) 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.

2.07b 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 2.07
(Investigative Procedure).

2.07c Interview. The interview of any employee during the course of an
investigation that could lead to disciplinary action as defined in section 2.01 (Types of
Discipline) shall be conducted under the following conditions.

2.07c(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 2.07 (Investigative Procedure).
The employee shall be provided Notice using Addendum D 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.

2.07c(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.

2.07c(3) Conduct. The employee being interviewed and the
interviewer shall not be subjected to verbal abuse.

2.07c(4) No Inducements Allowed. No promise of reward shall
be made as an inducement to answer any questions.
2.07c(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 Union 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 Union 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.

2.07c(5)i 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 Union 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.

2.07c(5)ii 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.

2.07c(5)iii 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.

2.07c(5)iv Non-employee Witnesses. To the extent possible, the County will record non-employee witness interviews.

2.07c(5)v Union Representation. Any employee is entitled to Union representation in an interview at the employee’s request.

2.07d 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 2.07d(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 2.07a (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.

2.07d(1) Extension of Timeline. The length of an investigation may be extended where reasonably necessary by notice to and mutual agreement of the Union. The Union 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 2.07a – Due Process).

2.07d(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 Union 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 investigatory 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.

2.07e 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 Union.

2.07f 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.

2.07g 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 Union shall be afforded an opportunity to review and copy the file. Upon notice to the Union, 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 Union 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.
2.08 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.

2.09 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

3.01 Shifts. Standardized shifts shall be established by the Sheriff on an eight- or twelve-hour basis. For eight-hour shifts, all time worked over the eight (8) hours in any one (1) shift or over forty (40) hours in any one (1) work week shall be paid for at the rate of time and one-half the regular rate of pay. For twelve-hour shifts, overtime shall be as herein provided below.

3.01a Alternative Shift Schedules. Shift schedules may be modified by mutual agreement between the County and the Union. Other workweeks, including four (4), 10-hour days, in rotation may be utilized. In those instances, all time worked over the scheduled shift in any one (1) shift or over forty (40) hours in any one (1) work week shall be paid for at the rate of time and one-half the regular rate of pay, except for 12-hour shifts. Provided, however; the County may propose alternative schedules during the term of this agreement. The Sheriff's Office may make an emergency change to an established shift upon notice to the Union. In the event the Sheriff determines it is not practical to safely or efficiently provide services on an alternative shift schedule, the Sheriff may elect to revert to a 5-day/8-hour schedule as circumstances require.

3.01b Work Week. The work week for Fair Labor Standards Act purposes is established as beginning 12:00 a.m. Sunday through 11:59 p.m. the following Saturday.

3.01c Swing Shift Premium. Swing shift premium was eliminated as a separate compensation item in 2007 and was 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 premium to employees as an element of wages.

3.01d 12-Hour Shift. Deputies employed on a 12-hour shift schedule shall have work hours counted according to the 7(k) exemption under the Fair Labor Standards Act for the purpose of determining when overtime compensation is due. An employee must have in excess of 171 straight-time worked hours in a twenty-eight (28) day work cycle in order to receive overtime pay unless overtime is otherwise specifically required by section 3.04e (Mandatory Overtime). All overtime requires appropriate authorization.

3.01e Work Breaks. Deputies are employed in activities that may preclude the observance of routine meal and/or break periods. It is agreed that statutory meal and break requirements shall be satisfied by deputy observance of meal and breaks as their assignments permit or as assigned during any fully compensated work period. Employees will be allowed one meal break of thirty minutes and break periods of no more than fifteen minutes with two break periods during an 8-hour shift and three break periods during a 12-hour shift.

3.02 Staffing Imperatives. The Parties recognize there are staffing requirements necessitated by staffing imperatives (i.e.: the nature of Jail operations) which must be addressed efficiently and where individual skills, abilities and/or qualifications of employees must supersede employee choice of assignment by seniority. Where an assignment necessitates a bona-fide occupational skill, ability or qualification, it is agreed the process shall be that within the group of employees with the required skills, abilities or qualifications, senior employees will be offered the assignment and junior employees required to assume the assignment when there are insufficient senior employees accepting such assignments.

3.02a Shift Bidding. Consistent with section 3.02 (Staffing Imperatives), the following procedure shall apply:

1. Rules. Rules regarding the bidding process will be established by mutual agreement between the County and the Union no later than May 31st of each year.
2. Bid Timing/Facility Choice. By July 10 of each year a shift bid schedule for adult correctional facilities shall be posted (including electronic bulletin boards and/or email). Deputies shall have the right to bid facility and shift by seniority for the following calendar year. Deputies shall make every effort to place their bid in twenty-four (24) hours, but in no case more than forty-eight (48) hours.
3. Shift Bid. The making of a shift bid is defined as the bidding deputy placing his/her name on the shift bid sheet provided. Once the deputy's name is on the bid sheet, he/she cannot change the bid, provided no one shall be skipped unless they have been personally notified by the shift or administrative sergeant it is their turn to bid.
Absent During Bidding. Deputies who know, or reasonably should know, that they will be absent when it is their turn to bid shall make a reasonable effort to be available. Upon timely request, an updated bid shall be emailed to the requesting deputy. If unavailable, a deputy may leave their bid preferences in writing with the appropriate sergeant.

Skipped Deputies. If any deputy is skipped, the bid will continue to subsequent deputies until the skipped deputy notifies the shift or administrative sergeant of his/her bid; which shall be limited to then available shifts, without bumping.

4. Bid Limits. A shift bid period shall be defined as being of three (3) months duration. Corrections deputies shall not bid the same shift more than two (2) times consecutively.

5. Vacation Bid. The first vacation bid shall be at the same time as shift bidding pursuant to section 5.03 (Vacation Bidding).

6. Revised Schedule. In the event subsequent bids become necessary because of a change to the schedule by the Sheriff's Office, the Sheriff's Office shall afford not less than thirty (30) days for deputies to bid on a revised schedule.

7. Temporary Assignment. The parties agree that deputies may be temporarily assigned to another shift to maintain appropriate staffing, facilitate training or for monitoring of performance.

8. Return from Temporary Assignment. Consistent with section 3.02, deputies being pulled or assigned (off bid) to another facility to maintain appropriate staffing shall have the option to return to the deputy's original bid facility or assignment. The deputy being ordered in will replace the deputy that was pulled or assigned off bid; thus allowing the affected deputy to return to their original bid shift or assignment.


3.02b Vacant Bid. Any newly created or vacant bid shall be posted for seven (7) calendar days for bid by seniority among the deputies within that shift. If no one within the shift bids the newly created or vacant bid, it will then be offered to deputies holding a floater assignment. Once the new or vacant bid has been filled, any resulting bid vacancy may be filled by decision of the Chief of Corrections or non-bargaining unit designee.

3.02c Probationary Deputies. Probationers may be assigned shifts of at least a week's duration by the administration and may not bid for shifts until the completion of their probation period. The County will make a good-faith effort to give probationary deputies thirty (30) days notice of work schedule after completion of their FTO period, but the probationary employee may be assigned to a different work schedule as business needs dictate. Normally, probationary deputies will not be assigned Friday-Saturday or Saturday-Sunday as their days off, except when replacing an absent deputy.
3.02d Shift Exchanges. Shift exchanges are voluntary on the affected deputy's part. Deputies wishing to exchange a shift must complete the appropriate form and obtain appropriate authorization. Failure to show up for a shift exchange 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. Shift trades cannot cause an adverse impact with unreasonably extended work hours. It is understood by both parties that per the FLSA, no overtime liability will be incurred by the County when deputies voluntarily exchange shifts. Probationary deputies are not allowed to exchange shifts except with prior approval of his/her supervisor. Such shift exchanges shall not result in a deputy working the same shift for more than two (2) consecutive three (3) month periods.

3.02e Shift Change – Overtime compensation shall not be paid when two shifts are worked in one twenty-four (24)-hour period due to a shift change.

3.03 Overtime Definitions. Overtime and various categories/expectations of overtime are defined as follows:

- **Overtime** – shall be paid at the rate of time and one-half of a deputy's regular straight-time hourly rate of pay in fifteen minute increments determined, on 7 1/2 minutes worked.

- **Hold-over** – is authorized overtime as an extension (holdover) of a shift for the completion of an assignment, meeting coverage or related tasks that could not be completed during the normal course of work or due to a delay in relief. Except in case of emergency, 12-hour shift deputies will not be held over more than four (4) hours.

- **Order in** – is a type of mandatory overtime, including off-duty court appearances when a deputy is required to work when he/she would regularly be scheduled off-duty and does not include holdover.

- **Voluntary Overtime** – is overtime worked by mutual agreement or as provided in section 3.04a (Overtime Selection List).

- **Overtime Authorization** – All overtime must be authorized in advance consistent with Sheriff’s Office and/or County policy.

3.03a Minimum Overtime Between Shifts. Deputies shall be guaranteed two (2) hours pay at the overtime rate when called back or ordered in between shifts.

3.03b Hold-Over Overtime. Hold-over is generally completed in two (2) hours or less. If work extends beyond two (2) hours, the deputy will be paid the actual hours on duty at the overtime rate and the time will be considered an Order in for the purposes of "Order-In" rotation tracking.

3.03c Minimum Overtime on Regular Days Off. Deputies shall be guaranteed four (4) hours pay at the overtime rate when ordered in or working voluntary overtime. If work extends beyond four (4) hours, the deputy will be paid the actual hours on duty at the overtime rate. Regular days off are defined as the time between
the last on-duty hour following completion of an deputy's shift schedule until the first on-duty hour starting the deputy's next shift schedule.

3.03d Minimum Overtime During Vacation. Deputies shall be guaranteed eight (8) hours at the overtime rate of plus their normal salary (20 hours of straight time) if ordered in during scheduled vacation time. The deputy shall not be charged for 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 deputy's next scheduled shift following the vacation. Days off in conjunction with vacation, at the beginning or end of the vacation shall be treated as vacation days and paid as such under this subsection. While on vacation, a deputy shall have the right to bid on overtime, providing the deputy accepts the normal overtime rate without replacement of the vacation day.

3.03d(1) Vacation Overtime Authorization. In order to be paid for an order in during vacation, at the rate outlined in section 3.03d (Minimum Overtime During Vacation) above, including subpoena responses or nonrefundable loss, the call back must have been authorized in advance by the Sheriff, Undersheriff, Chief of Corrections, Jail Lieutenant or Duty Staff Officer.

3.03d(2) Nonrefundable Loss. In the event a deputy's vacation or regularly scheduled time off is canceled or modified because he/she is required to return to work after having notified the supervisor that he/she will suffer a nonrefundable out-of-pocket loss, and as a consequence the deputy suffers such a loss, the deputy shall be made whole for any such documented loss.

3.04 Equal Opportunity for Overtime. Overtime opportunities will be afforded as equally as possible within two major groups, Corrections Deputies and Corrections Sergeants. All overtime will be assigned through the Department and deputies will be paid the overtime rate as defined in this Agreement.

3.04a Overtime Selection List. Each group shall have a separate selection list. Corrections Sergeants or Deputies shall not replace each other unless the respective list has been exhausted. Currently qualified Acting Sergeants will be given priority over other Deputies for Sergeant overtime. In case of emergency nothing in this Agreement shall limit any right of the Sheriff or designee to assign overtime directly to or call out deputies, notwithstanding their position on the list, or when assigned overtime or call out requires deputies to possess the required bona fide occupational skill, ability or qualification.

3.04b Overtime Posting. The Sheriff's Office will maintain a system of recording overtime worked by all members of the bargaining unit with a current posting on a bulletin board accessible to the deputies. The Sheriff's Office may comply with this section with a computer-based posting, accessible to deputies.

3.04c Voluntary Overtime Bidding. The Sheriff's Office will post voluntary overtime opportunities. Deputies will bid voluntary overtime at least 48 hours
before the beginning of the shift, based on fewest overtime hours worked, then seniority; provided deputies who bid overtime must work bid overtime. The Sheriff's Office shall post a monthly list showing each deputy's respective number of overtime hours.

3.04c(1) Voluntary Overtime – 12-hour Shifts. The entirety of section 3.03 (Overtime Definitions) shall not apply to deputies on 12-hour shifts except they shall be paid overtime whenever such hours exceed 171 straight-time worked hours as provided in section 3.01d (12-Hour Shift).

3.04d Voluntary Short Notice (less than 48 hours) Non-Bid Overtime. Deputies may be afforded an opportunity to place their names on a list to accept short-notice voluntary non-bid overtime. Deputies signing this list shall indicate willingness to accept shifts at the Main Jail, Work Center, or both; and, shall be offered first opportunity for voluntary non-bid overtime, by seniority. This list will be rotated (where the last offer stopped, the next person in seniority will be where the next offer starts). Deputies who decline an overtime opportunity will be treated as if he/she had worked, for list rotation purposes. The total work time, including overtime, an individual Deputy shall be permitted to work, shall be limited to: no more than sixty-four (64) hours per week for Deputies assigned to an eight (8) hour per day work schedule, no more than seventy (70) hours per week for Deputies assigned to a ten (10) hour per day work schedule, and no more than one hundred twenty-eight (128) hours in a two (2) week period for Deputies assigned to a twelve (12) hour per day work schedule.

3.04d(1) Order-In Scheduling. Once a Deputy has reached their total work time maximum (cap) based on the Deputy's assigned daily work schedule (8, 10, or 12 hours per day), those overtime hours will count towards any order-in scheduling, placing the Deputy at the bottom of the order-in list.

3.04d(2) No Volunteers. Absent volunteers on the list described above, the Sheriff's Office will call Deputies for voluntary non-bid overtime based on their seniority, provided, the list of Deputies will be rotated (where the last callout stopped, the next person in seniority starts the next callout) so as to give each Deputy an equal opportunity to accept overtime work.

3.04e Mandatory Overtime. Mandatory overtime shall be paid at the overtime rate including deputies on 12-hour shifts, irrespective of section 3.01d (12-Hour Shift). Main Jail Corrections Deputies, Work Center Corrections Deputies, and Sergeants will have separate order-in logs. When possible, mandatory overtime shifts will be assigned 48 hours in advance of the shift. Generally, mandatory overtime will be site specific; provided nothing in this section precludes employees from one facility being ordered in to work at another facility if minimum staffing cannot be maintained without such action, or in the case of an emergency. Sergeants, or their designee in emergency situations, will call deputies for mandatory overtime based on criteria listed below provided the call out resumes where the last call out stopped.
3.04e(1) Multiple Shifts. When multiple shifts must be filled, the first deputy on the order-in log, using the criteria below, will be given the choice of the available order-in shifts; then the next deputy on the order-in log will be given the choice of the remaining shifts, and so on, until all available shifts are filled.

3.04e(2) Order In Criteria. The following criteria will be used when ordering deputies in to work:
- date last ordered to work mandatory overtime with oldest date called first
- special circumstances/deputy qualification (such as driving requirements, shift exchanges and general safety issues)
- deputies will only be ordered in on their weekend as a last priority or in an emergency
- the order in will generally be no longer than 4 hours

3.04f Extended Overtime. Deputies required to work on overtime (includes special duty) for an extended period shall be entitled to a minimum of eight (8) hours time off before returning to duty.

3.05 Extended Shifts. Deputies who are required to work extended shifts of more than sixteen (16) consecutive hours, shall be paid for a designated “period of sleep” if in the facility, on duty and available for immediate response.

3.06 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 use shall be capped at eighty (80) regular-time hours per calendar year. The compensatory time bank shall not exceed eighty (80) hours at any one time. 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 at least 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. Employees may cash out their compensatory time at any time throughout the year. The employer shall 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 separation from County employment.

ARTICLE 4 – HOLIDAYS

4.01 Eligibility Criteria. Deputies shall be entitled to accrue time in lieu of holidays only when the holiday is in a month for which the deputy receives compensation. Compensation is defined as payment of wages for work performed, vacation or accrued sick leave, or income for industrial injury not to exceed twelve months; provided that said work, vacation and/or paid leave must equal or exceed payment for eighty (80) hours in a calendar month. Deputies working less than an assigned eight-hour schedule shall receive holiday pay based on their budgeted full-time equivalency.
4.01a Eligibility if on Payroll on 6/15/94. Deputies on the payroll on June 15, 1994, will remain subject to the eligibility requirement of 50 compensated hours.

4.02 Accrual and Bidding of Holidays. All Corrections Deputies and Corrections Sergeants shall receive in lieu of holidays, 7.34 hours per eligible month up to 88 hours (11 days @ 8 hours). These days shall be scheduled as vacation consistent with section 5.03 (Vacation Bidding) except as noted below. Holiday hours accrued in the current year are available to be scheduled in the current year.

4.02a Specialized Units. Alternative Corrections, and the Jail Transport Units shall bid as vacation three holidays (Thanksgiving, Day before Christmas and Christmas Day on the day the County observes these holidays) and Classification shall bid these three holidays as vacation on the actual holiday if it is a normally scheduled workday consistent with section 5.03 (Vacation Bidding).

4.02b 12-Hour Shift. In the event the Sheriff’s Office needs to make staff reductions in the Jail or Work Center and gives notice prior to shift bidding in section 3.02a (Shift Bidding) that holidays shall be paid for, in lieu of accruing time, then the following January all deputies assigned to work a 12-hour shift on a continuing basis shall receive, 7.34 hours payment each month in lieu of holiday accruals per eligibility criteria in section 4.01 (Eligibility Criteria).

4.03 Pay on Designated Holidays. Deputies who work on President’s Day, Veteran’s Day, Thanksgiving, the day after Thanksgiving, the day before Christmas or Christmas Day (based on the actual holiday, not the County-observed holiday) will be paid at the overtime rate for all hours worked each of those days between 12:00 a.m. and 11:59 p.m., regardless of hours worked per section 3.01c (Swing Shift Premium). There shall be no compounding or pyramiding of premiums and overtime rates.

4.04 Personal Holiday. Each deputy shall receive one (1) personal holiday (eight hours) each calendar year. The personal holiday must be taken during the year and cannot be cashed out upon separation. No deputy shall be eligible to receive the personal holiday until after completion of three (3) months of employment.

4.04a Personal Holiday Scheduling. Stipulations to the above policy are as follows:

- **Staffing Requirements.** A personal holiday request may not create a conflict with facility staffing requirements nor result in known overtime.
- **Request Timing.** Deputies must request use of a personal holiday at least two (2) weeks in advance of the requested day off.
- **Response Timing.** The Sheriff’s Office shall provide a response no later than seven (7) calendar days from the date of request and such request will not be unreasonably denied.
ARTICLE 5 - VACATION

5.01 Vacation Accrual.

5.01a Vacation Accrual Rate. Eligible deputies 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 deputy immediately prior to the commencement of the calendar month in accordance with the following chart:

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<thead>
<tr>
<th>During the following years of service</th>
<th>Hours of vacation per month</th>
<th>Hours of Holiday per month</th>
<th>Total Monthly Accrual</th>
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5.01b Scheduling. Vacation hours accrued in one year must be scheduled in accordance with sections 5.03 (Vacation Bidding) and 5.04 (Vacating Bidding Limits) and used before December 31 of the following year.

5.01c Eligibility Criteria. To be eligible to accrue vacation as provided herein, deputies 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 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 also be credited as compensation.

5.01c(1) Eligibility if on Payroll on 6/15/94. Deputies on the payroll on June 15, 1994, will remain subject to the eligibility requirement of 50 compensated hours.

5.01d Monthly Vacation Accrual Anniversary Date. For deputies hired on or after June 15, 1994, the deputy’s anniversary date will be used for vacation accrual purposes.
5.01d(1) Hired Prior to June 15, 1994. The monthly vacation accrual for
deputies 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 deputies hired prior to June 15, 1994.

5.02 Termination Cashout. When a deputy leaves employment with the
County for any reason, such deputy will be paid for any unused vacation accrued to the
date of termination at the appropriate schedule (see section 5.01a – Vacation Accrual
Rate) for the years of service completed. Deputies who terminate or are terminated
from County employment within six (6) months of their employment date shall not
receive pro-rated vacation pay. Lump sum cashout of accruals upon termination of
employment is not considered compensable hours for any purpose of eligibility or
contribution pursuant to Section 6.1 (Eligibility Criteria).

5.03 Vacation Bidding. During the month of July of each year, in conjunction
with shift bidding (section 3.02a – Shift Bidding), a vacation chart shall be posted by the
Sheriff’s Office for the following year. Deputies assigned to the Main Jail, Transport and
Classification, Alternative Corrections, and the Work Center facility will bid on a
separate vacation chart. The vacation charts must be completed by December 15th.

5.03a Bidding Limits.

Main Jail –

- No more than four (4) Corrections Deputies may bid for the
  same vacation period.
- No more than two (2) Sergeants, who must have different
days off, may bid for the same vacation period.

Work Center – No more than two Corrections Deputies may
bid for the same vacation period.

Special Assignments (Transport, Classification and
Alternative Corrections) – No more than one deputy may bid
for the same vacation period per special assignment area.

5.03b First Selection. Deputies shall bid for vacation periods per section
5.04 (Vacation Bidding Limits) 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. Deputies shall make
every effort to place their bid in twenty-four (24) hours, but in no case more than forty-eight (48) hours to make their bid, provided no one shall be skipped unless they have
been personally notified by the shift or administrative sergeant it is their turn to bid. If
any deputy is skipped, the bid will continue to subsequent deputies until the skipped
deputy notifies the shift or administrative sergeants of his/her bid which shall be limited
to then available shifts without bumping. Deputies who know, or reasonably should
know that they will be absent when it is their turn to bid, shall make a reasonable effort
to be available. Upon timely request, an updated bid shall be emailed to the requesting deputy. Deputies who know, or reasonably should know they will be absent when it is their turn to bid shall make a reasonable effort to be available. If unavailable, a deputy may leave their bid preference in writing with the appropriate sergeant.

5.03c Second and Subsequent Selections. 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 subsequent bids shall not displace selections made during prior bidding periods.

5.03d Definition. The making of a vacation bid is defined as the bidding deputy placing his/her name on the vacation bid sheet provided. Once the deputy’s name is on the bid sheet he/she cannot change the bid.

5.03e Probationary Deputies. Probationary deputies hired after the annual vacation bid process shall submit written leave requests for open vacation slots using accrued leave or holidays.

5.03f Vacation Bid Weeks Trading. When vacation bidding is completed, deputies may trade bid weeks with the approval of the Sheriff’s Office. Such trades shall not be unreasonably denied by the Sheriff’s Office. Written requests must be submitted 30 days prior to the vacation commencing.

5.04 Vacation Bidding Limits. Total hours which may be bid include the anticipated current year’s accrued vacation under section 5.01a (Vacation Accrual Rate), and anticipated vacation which will be carried over (including any anticipated unused current year’s accrued holiday hours per section 4.02 - Accrual and Bidding of Holidays), and vacation bonus pursuant to section 7.03 (Bonus Days). No deputy can take vacation unless the hours have been accrued and are available. Vacation is accrued in the current year and available the following year.

5.05 Deputies Working Less Than 1.0 FTE. Deputies working less than an eight-hour schedule shall accrue vacation benefits based on their currently assigned, but no more than their budgeted full-time equivalency.

5.06 Vacation Carryover. Deputies shall be allowed to carry over up to two hundred and forty (240) hours of vacation from the last pay period of any calendar year to the next, which is non-cumulative.

5.07 Floaters. Up to 40 hours of vacation may be excluded from bidding to be "floated," with the requirement that any floater must be scheduled on approval of his/her Lieutenant with no additional overtime costs incurred. The parties recognize there may be periods identified on shift schedules where special staffing needs will require that floating days off and days available for changes to a bid vacation may be limited or excluded.
ARTICLE 6 - HEALTH & WELFARE

6.01 Eligibility Criteria. For plan year 2017, the County agrees to make contributions into Plans, as outlined in the following Sections of this Article, on behalf of deputies 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 one (1) month of eighty (80) compensated hours of employment in one 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 injury; provided that said work, vacation, paid leave and/or industrial injury must equal or exceed payment for eighty (80) hours in a calendar month. Compensation earned in one (1) month provides benefit coverage in a future month.

6.01a Eligibility if on Payroll on 6/15/94. Deputies on the payroll on June 15, 1994, will remain subject to the eligibility requirement of 50 compensated hours.

6.01b Change or Modification of Plans. The County and the Union agree that carriers may be changed, or benefits modified upon mutual agreement. The Whatcom County Self-Insured Medical Plan may be changed to a successor plan.

6.02 Health & Welfare: The County agrees to make monthly contributions for deputies, their spouses and dependents towards the following plans:

6.02a Medical. Whatcom County Self-Insured Medical Plan or a successor plan.


6.02c Vision Care. Washington Teamsters Welfare Trust (extended benefit plan) or any successor plan.

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

6.04 Medical Premiums.

6.04a County Contribution.

6.04a(1) Medical. For 2017, the County will contribute into the County Medical Plan for each employee up to $1,234.80 per month for medical coverage. Employees may choose from (a) the Qualified High Deductible Health Plan (QHDHP), (b) the Contributory Plan, or (c) the Non-Qualified High Deductible Health Plan. See Addendum E for 2018 Medical Plan. For Plan Year 2018, see Addendum E – Medical Plan Transition.
6.04a(2) Dental, Vision and Life Insurance. 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 sections 6.02b (Dental) and 6.02c (Vision Care).

6.05 Trust Terms. The County agrees to be bound by the terms of the Trustees of the Trust Funds.

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

6.07 Medical Coverage Dispute. The County and the Union agree that any dispute over a denial of coverage under the Whatcom County Self-Insured Medical Plan may be appealed per plan documents.

6.08 Medical Schedule of Benefits. The schedule of benefits for the Medical Plans may require modification during the life of the agreement in order that coverage can be provided within the County’s contribution amount established in section 6.04a(1) (Medical). The parties agree that at any time the County may revise benefits to meet section 6.04a(1) (Medical) limitations by following section 6.09; (Medical Advisory Committee); update the summary plan description and schedule of benefits in order to be legally compliant with applicable law; avoid unintended benefit reductions or enhancements consistent with industry standards (for example, limits on experimental procedures); address administrator limitations; and make changes in plan administrator or administration. The parties agree the County may, but is not required, to enhance the Medical plans.

6.09 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 Union 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. 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.

6.10 Medical Plan Options. The following medical plan options are available in 2017.

6.10a Qualified High Deductible Health Plan (QHDHP). Employees participating in the Qualified High Deductible Health Plan 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 to a voluntary HSA, a total of $1,250 per employee if signing up as an employee only OR $2,500 for employee plus dependents so long as the deputy has enrolled and is otherwise qualified to have an HSA account. Fifty
percent (50%) will be contributed in January with the remainder contributed in equal monthly installments throughout the remaining months.

6.10a(1) New Hires. New hires that choose the Qualified High Deductible Health Plan (QHDHP) will be eligible to establish a HSA, if they are otherwise qualified to have such an account. The County will make a one-time contribution to the HSA to a total of up to $1,000 for an employee signing up as an employee only OR up to $2,000 for an employee plus dependents. Fifty percent (50%) will be contributed the first paycheck they are eligible for medical benefits so long as the deputy has enrolled and is otherwise qualified to have an HSA account with either $45.45 (employee only) OR $90.91 (employee plus dependents) contributed by the County throughout the remaining months of the year.

6.10b Contributory Plan. For 2017 employees may elect to buy-up to the Contributory Plan via authorized monthly payroll deduction of $148.44.

6.10c Plan 2000 – Non-Qualified High Deductible. For 2017 employees may elect a non-qualified high deductible plan with no payroll deduction. This is the default medical plan.

6.11 Retirement Health Savings Plan. The County agrees to make available to bargaining unit members a Retirement Health Savings Plan in accordance with and if allowable by IRS regulations.

6.12 Should the County agree to provide a medical plan to any employee or group of employees (an award is not an agreement) in 2017, the County agrees to make same available to the employees of this bargaining unit on the same “package” basis.

ARTICLE 7 - SICK LEAVE

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

7.01a Utilization. A deputy may use sick leave to care for the child of the deputy with a health condition that requires treatment or supervision or for the care of a spouse, domestic partner, registered spousal equivalent (40 hour maximum), parent, parent-in-law or grandparent of the deputy who has a serious health condition or during a health emergency. Family members are as defined by WAC 296-130-020. Deputies must register their domestic partner with a State agency or their spousal equivalent with Administrative Services – Human Resources on the appropriate form, before being able to utilize accrued sick leave. Provided, that the employer has the right to require a doctor’s certification that the illness of the family member, domestic partner or registered spousal equivalent is sufficiently serious to require the deputy to be in attendance.
7.02 Eligibility Criteria and Accrual Rate. Cumulative sick leave shall accrue to each deputy covered by this Agreement who has completed one (1) month of employment of eighty (80) compensated hours for a calendar month, in the amount of one (1) day, not to exceed eight (8) hours, for each month of employment to a maximum of nine hundred and sixty (960) hours. Deputies working less than an assigned eight-hour schedule shall accrue sick leave benefits based on their currently assigned, budgeted full-time equivalency. To be eligible to accrue sick leave as provided herein, deputies 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 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 also be credited as compensation.

7.02a Eligibility if on Payroll on 6/15/94. Deputies on the payroll on June 15, 1994, will remain subject to the eligibility requirement of 50 compensated hours.

7.02b Order of Accrual Usage. In general, eight hours of sick leave is accrued each month even if a deputy has accrued the maximum sick leave permitted under a union contract.

7.03 Bonus Days. A deputy having accrued seventy-five (75) days (600 hours) of sick leave on December 31 of any year shall receive an additional five (5) days (40 hours) of vacation to be used in the following calendar year.

7.04 Termination Cashout. Any deputy 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 at the time of termination. Lump sum cashout of accruals upon termination of employment is not considered compensable hours for any purpose of eligibility or contribution pursuant to Section 6.01 (Eligibility Criteria).

A deputy hired before September 1, 1988 shall be entitled to cash upon termination in the amount of fifty percent (50%) of their sick leave bank at the time of termination.

7.04a Notification and Application. Deputies must give at least thirty (30) days notice prior to termination. Termination cashout of sick leave shall not apply to any deputy terminated for cause.

7.05 Proof of Illness. Upon request of the County, the deputy will provide proof of illness.

7.06 Layoff. Sick leave shall continue to accrue during periods of approved paid leaves of absence only, and during periods of illness. If a deputy 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 deputy and additional days shall accrue from the first month the deputy returns to work.

7.07 **Accrual Deduction.** A deputy's sick leave bank shall be reduced by the number of hours absent from work for the reasons set forth in sections 7.01 (Sick Leave Usage), 7.01a (Utilization), and 7.08 (Maternity or Disability Leave).

7.08 **Maternity or Disability Leave.** Sick leave shall include time off for maternity or disability leave. In the event sick leave is exhausted before the deputy returns to work, any vacation or other paid leave which has accrued must be utilized before approval of any leave without pay is considered by the County except for leaves falling under the federal Family and Medical Leave Act.

7.09 **Notification to Supervisor.** It is the deputy's responsibility to notify his/her supervisor of their inability to work because of illness or injury prior to the beginning of the shift. In the event no sick leave notification is made within one (1) hour after the beginning of the shift, the supervisor shall consider and handle the deputy's absence as an absence without pay, unless the deputy later satisfactorily substantiates, before payroll deadline, 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.

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

7.11 **On-Duty Assault.** In the case of a documented on-duty assault, a deputy with a Workers' Compensation injury shall suffer no loss in wages or reduction in his/her sick leave bank for the first three days (one day = normally scheduled shift for days off) following the assault.

**ARTICLE 8 - FAMILY CARE**

The County agrees to provide unpaid leave to any eligible deputy covered by this Agreement, consistent with the Washington State Family Leave Laws and the Federal Family and Medical Leave Act. Deputies are not required to use accrued vacation time, personal holiday, compensatory time or sick leave before commencing unpaid family leave, except an employee who has previously used twelve (12) weeks of unpaid FMLA will use all allowed accrued vacation, sick, and personal holiday time before beginning unpaid leave.

**ARTICLE 9 - JURY DUTY**

When a regular deputy covered by this Agreement is called upon for jury service in any municipal, county, state or federal court, the deputy shall advise the department head 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 deputy an amount equal to the amount such deputy received for jury duty.
ARTICLE 10 - BEREAVEMENT LEAVE

If a deputy suffers a death in the immediate family, the deputy shall be allowed not more than five (5) days (not to exceed forty (40) hours) off without loss in pay for bereavement in the death of spouse, domestic partner, registered spousal equivalent, children, and parents, including step-parents and step-children of the deputy and spouse and three (3) days off for other immediate family members. (Defined to be brothers, sisters, grandchildren or grandparents of either the deputy or the deputy’s spouse.) Deputies must register their domestic partner with the State of Washington or spousal equivalent with Administrative Services – Human Resources on the appropriate form before being able to utilize bereavement leave. For the purposes of bereavement leave only, a “day” is defined as the number of hours a deputy is assigned to work for the requested days off.

ARTICLE 11 - INITIATION FEE AND DUES CHECKOFF

11.01 Authorization of Deductions. For individuals who certify in writing that they authorize such deductions, Union initiation fees and monthly dues shall be deducted from the deputy’s payroll and remitted to the Secretary-Treasurer of the General Teamsters’ Local Union No. 231. Accompanying said monies shall be a list of deputies, their social security numbers, and amounts to be credited to their account.

11.02 Payroll Deduction. The Union and each deputy authorizing the assignment of wages for the payment of Union 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 deputy.

ARTICLE 12 – WORK ASSIGNMENTS AND NON-WAGE REIMBURSEMENTS AND PAYMENTS

12.01 Specialty Positions. The Department may, at its discretion, appoint deputies to the following specialty positions: Range Deputy, Transport Coordinator or Training Deputies (Field, Defensive Tactics and Medical) – any of which may be required to be certified.

12.02 Specialty Position Premium. Deputies assigned to a Specialty Position listed in section 12.01 (Specialty Positions) shall be paid three point twelve percent (3.12%) based on step 6 of the deputies matrix and sergeants shall be paid two point six percent (2.60%) based on step 3 of the sergeant’s matrix per month in addition to their regular wages.

12.03 Uniform and Equipment All newly hired Corrections Deputies shall be provided mandatory uniforms and equipment (excluding footwear) for initial training and duty use as established by the Sheriff. The Sheriff reserves the right to specify, change
or modify initial issue uniforms and equipment as necessary. The department shall furnish sidearms, leather, and protective vests when required for all deputies.

12.03a Uniform and Equipment Allowance. After the first year of employment and annually thereafter, a uniform and equipment allowance in the amount of three hundred dollars ($300) shall be paid to all deputies to purchase uniforms required by the Sheriff's office as well as all equipment necessary for the safety and performance of the deputies. The uniform and equipment allowance shall be included with regular monthly pay and per IRS regulations shall be subject to tax. Uniform and equipment allowance shall be paid the first pay period in February each calendar year.

12.03b Cleaning Allowance. The annual Clothing, Equipment and Cleaning Allowance was eliminated as a separate compensation item and added to the base wage on January 1, 2008. Effective January 1, 2017, the amount of six hundred forty-five dollars ($645.00) shall remain in the base wage, where it shall increase as future wage increases occur, to be used for cleaning and maintaining uniforms. The parties agree for comparability purposes, such premium to employees is an element of wages.

12.03c Special Clothing and Equipment. Specialized clothing or equipment required by an employee in the performance of their assigned duties will be provided upon authorization by the Sheriff. Such clothing and equipment shall remain the property of the County.

12.03d Mandated Uniform Changes. It is understood that from time to time the Sheriff's Office may choose to enact uniform changes. If such changes are contemplated, the Labor Management Committee (Article 14.2) shall be convened to discuss any changes prior to enacting such changes.

12.04 Repair and Replacement. The cost of repair or replacement of clothing or personal equipment (including watch replacement or repair up to a total cost of thirty-five dollars ($35) used in furtherance of job related duties and damaged or destroyed in the line of duty will be borne by the County. (Does not include jewelry, or similar items.) 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 department, subject to the grievance procedure outlined herein.

12.05 Transportation Deputy Assignment. When trained and range qualified, Corrections Deputies shall rotate in the assignment of Transportation Deputy.

12.05a Schooling. Transportation Deputies will be paid for hours of schooling and qualifying that may be required by the Sheriff's Office. All hours spent in required schooling and qualifying will be considered as work hours.

12.05b Pay. Effective the first pay period 2007 Matrix rates were implemented in the payroll computer system, Transportation Pay was eliminated as a separate compensation item and was 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 pay to employees as an element of wages.

12.05c Qualifications Standards. All Deputies shall be Transportation Qualified as an essential element of their job. The parties acknowledge that the current qualification standards require Corrections Deputies to be firearms qualified by the end of their probationary period and all Corrections Deputies must maintain firearms qualification throughout employment, with the exception of Corrections Deputies designated by the Sheriff.

12.05d Lunches. The parties agree that consistent with contracts between the County and other jurisdictions regarding the transport of inmates, deputies will be provided lunch at a contracted facility or if not at a contracted facility, the County travel policy for lunches will apply.

12.05e Western State Hospital Runs. The County agrees to continue the existing practice of providing two deputies for Western State Hospital (WSH) runs.

12.06 Pyramiding of Premiums. There shall be no pyramiding of premiums paid under Article 12 (Work Assignments and Non-Wage Reimbursements and Payments) of this Agreement.

ARTICLE 13 - PHYSICAL EXAMS

13.01 New or Rehire Required Exams. Newly employed or re-employed Corrections Deputies shall be required to take and pass a physical examination meeting the requirements of the Civil Service Commission. It is understood between the parties that the Sheriff will be furnished, upon request, a copy of any physical or mental examination ordered by the Sheriff's Office.

13.02 Annual Exam Covered. Corrections Deputies and Corrections Sergeants may have one (1) physical exam paid by the County each year that their health plan does not provide them with a preventive exam.

13.02a Ordered Exams. Additional physical and/or mental examinations may be ordered by the Sheriff's Office. The first physical shall be administered by the doctor of the deputy'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. The above referenced physical examinations shall be paid for at the County's expense. No deputy shall lose pay because a required physical and/or mental examination is scheduled during all or part of their normal work day.

ARTICLE 14 - MISCELLANEOUS

14.1 Rules of Operation. The Sheriff's Office shall adopt reasonable written rules of operating the Sheriff's Office and the conduct of deputies provided; however,
before such rules are posted, a copy shall be furnished to the Union. The Union shall be allowed not less than ten (10) days in which to make known any objection they may have concerning such rules, except in the case of emergency.

14.2 Labor Management Committee.

14.2a The parties agree there shall be a Labor Management Committee (LMC) to be convened upon reasonable notice and presentation of an agenda by the requesting party. The purpose of the committee shall be free dialogue to promote issue resolution. The furtherance of that objective and pursuant to Rule 408, no matter concerning any occurrences at a Labor Management Committee shall be used as evidence by either party in any forum for any purpose. Any agreements made by the committee that are to be evidentiary shall be reduced to writing and signed by the Union and the County’s Labor Representative.

14.2b Without limitation, in light of Rule 408, any matter of concern such as:

- Operational issues
- Scheduling concepts
- Specialty position selection/disputes
- New program concepts

may be added to the agenda by the concerned party.

14.2c The Union shall designate bargaining unit members participating in Labor Management Committee meetings. The Sheriff shall designate management members. The membership need not be equal in number.

14.2d It is understood that any matter which has been made the subject of a filed formal grievance under the terms of this labor agreement shall be excluded from consideration by the Labor Management Committee and shall be addressed through the grievance procedures of this agreement. Potential grievances may be added to the agenda by either party. It is further understood that the work of the parties under this LMC provision shall in no way add to, subtract from, alter or amend the labor agreement unless mutually agreed upon by the Union and the County in writing.

14.2e Upon approval of the Sheriff, up to three (3) bargaining unit persons shall be granted release time without loss of straight-time earnings to attend scheduled Labor Management Committee meetings. Bargaining unit members assigned to attend such meetings on their day(s) off shall be compensated time and one-half (1.5) for all time spent in attendance but not less than two (2) hours of assignment.

ARTICLE 15 - UNION ACTIVITY

15.01 Negotiations. It is agreed that up to three (3) bargaining unit deputies shall be allowed to participate in negotiations without loss in pay, provided that:
(1) such deputies shall not receive overtime pay while serving on the negotiations committee.

(2) one (1) deputy will be selected from the Corrections Sergeant classification, one (1) deputy from the Main Jail and one (1) deputy from the Work Center.

15.02 Union Activity. It is further agreed that other time off for Union activity will be allowed without compensation providing such time off will not unnecessarily disrupt the operation of the Sheriff’s Office. The Union will keep Human Resources advised of shop stewards and current members on the negotiating committee.

15.02a Shop Steward Training. Up to two shifts per calendar year shall be permitted off without pay for Shop Stewards to attend training/seminars conducted by the Union. Deputies must submit request at least thirty (30) calendar days in advance of training. The County may refuse to grant leave if absence would adversely impact the operations of the Sheriff’s Office.

ARTICLE 16 - SEPARABILITY AND SAVINGS

If any article or section of this Agreement should be held invalid by operation or 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 17 - LONGEVITY

Effective the first pay period 2007 Matrix rates were implemented in the payroll computer system, longevity was eliminated as a separate compensation item and was added to the base wage where it shall be increased automatically as future wage increases occur. Effective the first full pay period following date of adoption, longevity steps in the Corrections Deputy Wage Matrix and the Corrections Sergeants Wage Matrix will be increased to equal .006 between each longevity step. The Parties agree for comparability purposes, this collective bargaining agreement provides such longevity as an element of wages.

ARTICLE 18 - GENERAL CONDITIONS

18.01 Range Placement. The County shall place deputies in a pay range, per Addendum B (Matrices), that is consistent with their duties, responsibilities, and job content.
18.02 Reclassification. When a reclassification to a higher level of responsibility occurs, the deputy will be placed in the pay step of the higher pay range that will provide not less than a five percent increase in salary. The reclassification date becomes the anniversary date for step advancement purposes.

18.03 Step Placement. Deputies will be placed in the first step of their assigned pay schedule. All pay schedules have annual steps. Movement to step 7 through 11 for sergeants and to step 11 through 15 for deputies shall require three years service at the previous step.

18.03a Sheriff’s Discretion on Step Placement. It is understood between the parties that the Sheriff may place deputies in a higher pay step at his discretion, subject to the approval of the County Executive. The Union shall be notified when this occurs.

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

18.05 Promotion Anniversary Date. When a deputy is promoted to a higher classification, the promotion date becomes the anniversary date for step advancement purposes.

18.06 Personnel Records Access. Each deputy shall have access to his/her personnel records, except supervisor’s notes prepared for the purpose of preparing deputies evaluations.

18.07 Performance Evaluations. Deputies shall, upon request, be given an opportunity to review all evaluation reports made by any and all supervisory personnel. The deputy shall review and sign his/her evaluation after the Sheriff or designee has made written comments. If any additional comments are made after the deputy signs, the deputy shall be notified.

18.08 Training. Training opportunities will be offered to deputies in as fair and evenhanded a fashion as is possible.

18.09 Work In Higher Classification. Any deputy required to perform work in a position with a higher wage classification to that which the deputy normally holds for any hour worked, including deputies working in the capacity of “Lead Deputy” shall be paid at the deputy’s normal rate of pay plus five percent (5%), while so acting.

18.09a Acting Sergeant. Corrections Deputies who have taken and passed the sergeant’s examination shall be eligible to be appointed as acting sergeants should no supervisory personnel be available. In the absence of both a sergeant and acting sergeant, the Sheriff’s Office may designate the available senior qualified deputy to serve as acting sergeant. For the life of this Agreement, having once passed the sergeant’s exam, a deputy shall not be required to test again to remain as an acting
sergeant; provided such deputy successfully completes either a sergeant’s exam or an
in-service refresher course at least every four (4) years.

18.10 Part-Time and Temporary Deputies. Hourly rates shall be established
for deputies working less than full-time by placing the deputy in the appropriate salary
range based upon their employment with the County.

18.11 Shots. The Sheriff’s Office will pay for and provide the following
vaccinations or shots for the existing work force on a voluntary basis: diphtheria,
tetanus, hepatitis A & B, and influenza. The Sheriff’s Office will pay for and provide the
same shots for all newly hired Corrections Deputies on a mandatory basis, except
hepatitis A, which will be on a voluntary basis. The County will provide and pay for
follow-up blood tests to see if the hepatitis B shot was effective. New shots may be
added as determined by the County Health Officer as prudent for the health of the
deputies. Adverse reactions from mandated shots will be treated according to Labor &
Industries standards.

18.12 Traveling Expenses. Deputies 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.

18.13 Subcontracting. Prior to subcontracting work currently performed by
bargaining unit deputies, the County will give the union 60 days notice of its intent to do
so and, on request, will meet and discuss the decision. The 60-day notice requirement
is not applicable if the subcontracting results from an emergency situation, or if
bargaining unit deputies are not displaced by subcontracting.

18.14 Electronic Funds Transfer. All regular deputies shall authorize
paycheck deposit by electronic funds transfer (EFT) within thirty (30) days hire.
Institution changes require four (4) weeks’ notice. Deputies providing documentation
of their inability to open a checking and/or savings account may have this requirement
waived. Deputies may stop EFT in emergency situations with at least seven (7) days
notice before a scheduled payday. Employees must restart the EFT within three (3)
months.

18.15 Ability to Cross Border. All 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. If an employee is unable to maintain his/her ability to
cross the border, the County agrees to meet and bargain the impact on said employees
if requested by the Union.

ARTICLE 19- SALARY SCHEDULE

Effective the first full pay period in 2017, each step in all ranges of the 2016
hourly matrix shall be increased by 2.25%.
Effective the first full pay period in 2018, each step in all ranges of the 2017 hourly matrix shall be increased by 2.5%.

Deputies shall be classified pursuant to Addendum A (Position Title Index) and paid pursuant to Addendum B (Matrices), which are a part of this Agreement by reference.

**ARTICLE 20 - GRIEVANCE PROCEDURE AND ARBITRATION**

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

**20.01a Initial Filing.** Grievances must be addressed within thirty (30) calendar days from knowledge of the incident by the deputy first following their chain of command in an attempt to adjust the dispute or they shall be deemed null and void. With failure within the time limit to satisfy the dispute, the grievance procedure shall be initiated.

**20.01b Union Notification.** Should any grievance herein defined arise, the same shall be taken up with the representative of the Union, who will then take the grievance up with the Sheriff and the Head of Human Resources or designee.

**20.02 Arbitration.** Any grievance submitted and processed in accordance with the grievance procedure provided above which is not satisfactorily adjusted within thirty (30) calendar days may be taken to arbitration by the County or the Union as herein provided. However, prior to arbitration, the County Executive shall be advised of the dispute.

Either party may, within five (5) working days after failure to adjust the grievance in Subsection (b), serve upon the other party written demand for arbitration. The parties shall select an impartial arbitrator within ten calendar 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) calendar days thereafter, request the Federal Mediation and Conciliation Service to submit a list of eleven (11) disinterested persons living in the Northwest who are qualified and willing to act as an impartial arbitrator. From the list the County will strike two names, then the Union two names until the single name remaining is appointed as the arbitrator.

**20.02a Hearing Commencement.** The arbitrator shall commence the 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 deputy and deputies, if any.

**20.02b 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 Union. All other expenses and costs shall be borne by the parties incurring them.

20.02c Arbitration Venue. Venue for all grievance arbitrations shall be Whatcom County unless otherwise mutually agreed.

20.03 Time Limitations. The County and the Union 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 but in no event shall failure to comply with the time limitations set forth above deprive the arbitrator of authority to decide the grievance.

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

20.05 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.

20.06 Past Practice. No action by any bargaining unit member in applying or interpreting this Agreement will be binding upon the County as a past practice.

ARTICLE 21 – SENIORITY

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 service with the County will be credited to such deputy for the purposes of vacations, sick leave, and longevity accrual. Seniority units shall consist of the following; Corrections Sergeants and Corrections Deputies who shall bid for shifts.

ARTICLE 22 - MANAGEMENT RIGHTS

Consistent with the Sheriff’s authority and obligations in the County Charter, any and all rights concerned with the management operations of the County and its Sheriff’s Office are exclusively those of the Sheriff’s Office unless otherwise provided by the terms of this Agreement. The Sheriff’s Office has the authority to adopt reasonable rules for its operation and the conduct of its deputies; provided, such rules are not in conflict with the provisions of this Agreement, or with applicable law. The Sheriff’s Office has the right to discipline, temporarily lay off or discharge deputies; to assign work and determine duties of deputies; to schedule hours of work, to determine the number of deputies 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 23 - INDEMNITY AND HOLD HARMLESS AGREEMENT

The County agrees to hold harmless deputies 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 deputy’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 deputy will hire counsel. Whatcom County will compensate the deputy 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 deputy 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’s fees.

The above language will be interpreted such that the only circumstances in which the County will not pay a judgment against an deputy and the deputy 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 deputy acted outside the scope of his or her employment or committed an intentional tort.

ARTICLE 24 - TERMINATION CLAUSE

24.01 Duration. The parties acknowledge the predecessor agreement’s, terms and conditions continue as provided in RCW 41.56 and this Agreement shall be in full force and effect from January 1, 2017, to and including December 31, 2018, 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.

24.02 Subsequent Agreements. It is further provided that where no cancellation or termination notice is served and the parties desire to continue said Agreement but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice at least sixty (60) days prior to January 1st, 2017, or January 1st of any subsequent year, advising that such party desires to continue this Agreement but also desires to revise or change the terms or conditions of such Agreement.
THIS AGREEMENT IS EXECUTED THIS 4th day of April 2017 by the duly authorized representative of the parties hereto.

GENERAL TEAMSTERS' LOCAL UNION NO. 231

By: Rich Ewing
Secretary-Treasurer

3-27-17

WHATCOM COUNTY, WASHINGTON

By: Jack Louws
Whatcom County Executive

DATE COUNCIL APPROVED:

______________________________________________

APPROVED AS TO FORM:

Daniel Gibson
Chief Civil Deputy Prosecuting Attorney
ADDENDUM A
TO THE AGREEMENT
by and between
WHATCOM COUNTY, WASHINGTON
and
GENERAL TEAMSTERS’ LOCAL UNION NO. 231
CORRECTIONS DEPUTIES & SERGEANTS BARGAINING UNIT

POSITION TITLE INDEX

<table>
<thead>
<tr>
<th>Range</th>
<th>Position</th>
</tr>
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<tbody>
<tr>
<td>1</td>
<td>Corrections Sergeant (Firearms Qualified)</td>
</tr>
<tr>
<td>11</td>
<td>Corrections Sergeant (Firearms Qualified with one premium)</td>
</tr>
<tr>
<td>12</td>
<td>Corrections Sergeant (Non-Firearms Qualified)</td>
</tr>
<tr>
<td>13</td>
<td>Corrections Sergeant (Non-Firearms Qualified with one premium)</td>
</tr>
<tr>
<td>2</td>
<td>Corrections Deputy (Firearms Qualified)</td>
</tr>
<tr>
<td>21</td>
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<tr>
<td>22</td>
<td>Corrections Deputy (Non-Firearms Qualified)</td>
</tr>
<tr>
<td>23</td>
<td>Corrections Deputy (Non-Firearms Qualified with one premium)</td>
</tr>
</tbody>
</table>
## ADDENDUM B

### Corrections Sergeant Wage Matrix (Range 1 - 13)
**Effective January 2017 (+2.25%)**

<table>
<thead>
<tr>
<th>Position</th>
<th>12 months service required to move to next step</th>
<th>3 years required to move to next step</th>
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<tr>
<td></td>
<td>Step 1</td>
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<td>Sergeant (Non Firearms Qualified) with 1 premium</td>
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<td>$36.97</td>
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### Corrections Deputy Wage Matrix (Range 2 - 23)
**Effective January 2017 (+2.25%)**

<table>
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<tr>
<th>Position</th>
<th>12 months service required to move to next step</th>
<th>3 years required to move to next step</th>
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</thead>
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<tr>
<td></td>
<td>Step 1</td>
<td>Step 2</td>
</tr>
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<td>Deputy (Firearms Qualified)</td>
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<td>$27.75</td>
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**Corrections Sergeant Wage Matrix (Range 1 - 13)**

Effective January 2018 (+2.5%)

<table>
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<tr>
<th>Position</th>
<th>Step 1</th>
<th>Step 2</th>
<th>Step 3</th>
<th>Step 4</th>
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<th>Step 6</th>
<th>Step 7</th>
<th>Step 8</th>
<th>Step 9</th>
<th>Step 10</th>
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</tr>
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<td>$42.57</td>
<td></td>
<td></td>
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</tbody>
</table>

**Corrections Deputy Wage Matrix (Range 2 - 23)**

Effective January 2018 (+2.5%)

| Position                                    | Step 1  | Step 2  | Step 3  | Step 4  | Step 5  | Step 6  | Step 7  | Step 8  | Step 9  | Step 10 | Step 11 | Step 12 | Step 13 | Step 14 | Step 15 |
|----------------------------------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| Deputy (Firearms Qualified)                  | $26.94  | $27.96  | $29.04  | $30.21  | $31.06  | $31.66  | $32.00  | $34.01  | $34.42  | $34.62  | $34.83  | $35.04  |         |         |         |
| Deputy (Firearms Qualified) with 1 premium   | $27.84  | $28.88  | $29.96  | $31.12  | $31.96  | $32.91  | $34.02  | $35.13  | $35.34  | $35.55  | $35.77  | $35.98  |         |         |         |
| Deputy (Non-Firearms Qualified)              | $26.54  | $27.55  | $28.61  | $29.75  | $30.59  | $31.53  | $33.59  | $33.70  | $33.90  | $34.11  | $34.31  | $34.52  |         |         |         |
| Deputy (Non-Firearms Qualified) with 1 premium | $27.44  | $28.45  | $29.52  | $30.66  | $31.49  | $32.42  | $34.00  | $34.61  | $34.82  | $35.03  | $35.24  | $35.45  |         |         |         |

Corrections CBA 1/1/17 – 12/31/18
LETTER OF UNDERSTANDING #1
BY AND BETWEEN
WHATCOM COUNTY, WASHINGTON
AND
GENERAL TEAMSTERS’ LOCAL UNION NO. 231

This letter of understanding is in consideration of that certain collective bargaining agreement between the General Teamsters’ Local Union No. 231, and Whatcom County, regarding and attached to the Corrections Deputies & Sergeants collective bargaining agreement.

1. Drug-Free Work Place Policy. Upon request by the County, during the term of this Agreement, the Union shall meet and enter into negotiations on an alcohol and drug-free work place policy, including drug testing.

2. Training. The County will provide the following types of training for Correction Deputies and Corrections Sergeants:

   (a) Administering of prescription drugs; and

   (b) AIDS prevention and safeguards against AIDS in the work environment.

3. Grooming. Mustaches shall be allowed as long as they conform to grooming standards.

4. Non-Firearms Qualified. The Sheriff shall maintain a list of employees who were not as of January 1, 2007 firearms qualified. These employees were grandfathered and will not be required to be firearms qualified during their Corrections employment with Whatcom County. Other deputies hired prior to December 31, 1998, can be relieved of the transportation qualified requirement as approved by the Sheriff and added to the list. Any such approved non-firearms qualified employees will be placed in the appropriate "non-firearms qualified" range as of July 6, 2014.
LETTER OF UNDERSTANDING #2 (TEMPORARIES WITH BENEFITS)  
BY AND BETWEEN  
WHATCOM COUNTY, WASHINGTON  
GENERAL TEAMSTERS’ LOCAL UNION NO. 231  

This Letter of Understanding is by and between Whatcom County, hereafter called "the County," and General Teamsters' Local Union No. 231, hereafter called "the Union," regarding and attached to the Corrections Deputies & Sergeants Collective Bargaining Agreement (CDSCBA)  

The purpose of this Letter of Understanding is to establish the conditions under which an employee may fill an ongoing full-time temporary position with benefits under CDSCBA.  

1) Temporaries with Benefits  
The County sometimes identifies the need for ongoing full-time temporary positions not funded in the County budget as regular on-going positions. These temporary work assignments are ones that are anticipated at the outset to extend beyond the contract limitation for "temporaries" and are anticipated to work full time and meet the benefit eligibility threshold of eighty (80) compensated hours per calendar month. Work assignments and special conditions will end on the date specified in the letter of appointment, when the work is completed, or when employment is terminated unless an extension is specifically agreed to by the County and the Union.  

2) Union Membership and Benefits Eligibility  
Temporaries with benefits will join the Union in accordance with section 1.02 (Members in Good Standing) of the CDSCBA.  

Upon completion of eligibility requirements, full-time temporaries with benefits will become eligible for health & welfare benefits in accordance with Article 6 of the CDSCBA and Washington Teamsters Welfare Trust (WTWT) rules. Life insurance will be available to the employee only.  

Full-time temporaries with benefits will be eligible for paid leave in accordance with:  
Article 4 – Holiday  
Article 5 – Vacation  
Article 7 – Sick Leave  

3) Pay & Other Conditions of Employment  
Full-time temporaries who have previously been employed as regular employees by the Jail will receive the current rate of pay at the step they were at when they left the County, but no higher than the top Corrections Deputy step. Qualified temporaries who have not been regular employees of the Jail will be paid at the entry step for Corrections Deputies.
Such temporary positions with benefits will NOT be eligible for other terms and conditions of employment under the CDCBA, including, but not limited to:

- Regular employment status
- Step increases
- Seniority
- Paid and Unpaid Leaves of Absence (other than those described above)
- Internal investigation notice
- Grievance procedures and arbitration
- Bidding for positions posted within the bargaining unit, except as allowed under Whatcom County Civil Service Commission Regulations & Rules and RCW Title 41

4) Posting
Positions under this Letter of Understanding will be filled in compliance with Whatcom County Civil Service Commission Regulations & Rules and RCW Title 41.

5) Regular Positions
If a current full-time temporary with benefits is selected to fill a regular, budgeted County position, the period served as a temporary with benefits will apply toward health and welfare benefits eligibility if there has been no break in service and coverage and if allowed by current benefit plans. If appointed to a regular position, vacation accruals will commence at the “0-1” year level.

6) Non-Precedent Setting
This Letter of Understanding will not be considered precedent setting to any other matter of concern raised by Teamsters or employees under the Corrections Deputies & Sergeants Collective Bargaining Agreement.

7) Termination
Either the employee or the County can end the employment relationship outlined in this Letter of Understanding without notice or reason.

8) Cancellation
Either party may cancel this agreement at any time following thirty (30) days written notice to the other.
ADDENDUM C
ADVICE OF ADMINISTRATIVE INVESTIGATION

Date:
To:
From:
Subj:

As required by section 2.07a (Due Process) of the Corrections Deputies & Sergeants 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 Union representative, Union 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

Whatcom County Sheriff's Office ADVICE OF ADMINISTRATIVE INVESTIGATION  Page 2 of 2
Deputy Initials
ADDENDUM D

ADVICE OF ADMINISTRATIVE INTERVIEW AS REQUIRED BY SECTION 2.07c(1) (INTERVIEW ADVISEMENT) OF THE CORRECTIONS DEPUTIES & SERGEANTS 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 Union representative during the investigatory interview (if no request is made there shall be no obligation of representative presence) provided that:

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

2. In addition to observing the interview, the 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 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 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 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 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 Union.

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 Union representative, Union 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

Corrections CBA 1/1/17 – 12/31/18
ADDENDUM E
TRANSITION FROM WHATCOM SELF-INSURED MEDICAL PLAN TO
WASHINGTON TEAMSTER HEALTH AND WELFARE PLAN

Effective January 1, 2018

Medical Plan Transition. To assure continuous coverage for the transition from
the County Self-Insured Plan to the Teamsters Welfare Trust Plan to be effective
January 1, 2018, the County agrees to contribute to the WTWT a lump sum payment
equal to two months of contributions for medical coverage. These two months of
contributions reported to the WTWT for purposes of eligibility shall count for the
calendar month in which 80 hours were compensated and the previous (lag) month.

6.01 Eligibility Criteria. The County agrees to make contributions into the
Teamsters Benefit Trust Funds, in order to provide the benefits outlined in the following
sections of this Article on behalf of all employees covered by this Agreement who are
regularly scheduled to work and compensated at least eighty (80) hours per month.
Eligibility and contributions for employees newly employed with the County begins on
the first of the month following eighty (80) compensated hours in one (1) calendar
month of employment. The County obligation shall not exceed an initial two (2) months
of contribution to establish coverage under Washington Teamsters Welfare Trust Plans.
The term compensation as used herein is defined to be payment of wages for work
performed, vacation, accrued sick leave, or other paid leave or income resulting from
industrial injury not to exceed twelve (12) months from the date of injury; provided that
said work, vacation and/or paid leave must equal or exceed payment for eighty (80)
hours in a calendar month. Compensation earned in one (1) month provides benefit
coverage pursuant to the Trust. Lump sum cashout of accruals upon termination of
employment is not considered compensable hours for any purpose of eligibility or
contribution. Benefits shall include the employee, spouse and dependent children in
accordance with the Washington Teamsters Welfare Trust Plans.

6.01b Eligibility if on Payroll on 6/15/94. Deputies on the payroll on
June 15, 1994, will remain subject to the eligibility requirement of 50 compensated
hours.

6.02 Trust Terms. The County agrees to be bound by the terms of the
Trustees of the Trust Funds as required by Section 6.01.

6.03 Health & Welfare. The County agrees to make monthly contributions
towards the following plans:

a) Medical. – Washington Teamster Welfare Trust Plan “B”.
b) Dental. – Washington Teamsters Welfare Trust Dental Plan “B”.
d) **Life.** – Life insurance through a carrier to be selected by the County for one year’s base salary to a maximum of $50,000.


f) **Plan D Time Loss** – Washington Teamsters Welfare Trust Employee $100 per week time loss.

### 6.04 Maintenance of Benefits

#### 6.04a Medical Contributions

**6.04a(1) County Contribution.** The County shall pay up to $1,250.00 per month, or the actual cost, whichever is less, for plan year 2018 to fund the Washington Teamster Welfare Trust Plan “B” and optional Plan “D” Time Loss Plan.

**6.04a(2) Employee Contribution.** Should funds designated in section 6.04a(1) (County Contribution) not be adequate to cover the full contribution for Medical Plan B and the optional Time Loss Plan D, payment via payroll deductions in the amount needed to fully fund the contribution for both Medical Plan B and Time Loss Plan D shall be the obligation of the employee. Any employee obligation shall be satisfied through payroll deduction utilizing the Flex 125 program. The Union may give the County 60 days’ notice to drop Time Loss Plan D to reduce the amount of any employee obligation.

**6.04a(3) Employee Failure to Make Contributions During Absence.** In the event an employee is a beneficiary of section 6.03 Health & Welfare without compensable hours, and the employee has not written a check to reimburse the County per section 6.04a(2) during their absence, such amount shall be repaid to the County as provided in 6.04a(2).

#### 6.04b Dental, Vision, Life, and Waiver of Contribution

**The County agrees to pay the appropriate monthly contribution amount necessary to provide the benefits listed in sections 6.03 b), c), d), and e) (Dental, Vision, Life and Waiver of Contributions) during the life of this Agreement.**

#### 6.05 Non-Trust Plans

**The County agrees that all information regarding provisions and costs of plans not covered by Teamsters through Federal Taft Hartley Trust Funds shall be made available to the Union within one (1) calendar month of written request from the Union.**

#### 6.06 Flex 125

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

#### 6.07 Medical Advisory Committee

**The County shall establish a Medical Advisory Committee. When the County convenes the Medical Advisory Committee, a**
union representative and one (1) bargaining unit member, designated by the union, shall be afforded the opportunity to attend the Medical Advisory Committee.

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

6.09 Re-Opener. Upon 30 days' notice to the County, the Union may open the provisions of this Article 6 (Health & Welfare Benefits) for the purposes of substituting alternative benefit plans or programs for the ones contained in this Article 6 (Health & Welfare). It is agreed that the County shall not incur any additional cost or liability either directly or indirectly by virtue of any substitution of plan or program. Except for the foregoing limit on County liability and cost, the County will not unreasonably withhold its agreement.
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<th>Date Received in Council Office</th>
<th>Agenda Date</th>
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<td>03/22/2017</td>
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<tr>
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<td>[Signature]</td>
<td>03/28/2017</td>
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**TITLE OF DOCUMENT:**
Collective Bargaining Agreement Between Whatcom County and Masters, Mates and Pilots and Inlandboatmen’s Union April 4, 2017 – December 31, 2019

**ATTACHMENTS:**
1. Memorandum to County Council
2. Collective Bargaining Agreement

**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.)

Implements a three-year successor agreement to one expiring December 31, 2016 for employees working on the Lummi Island ferry represented by International Organization of Masters, Mates and Pilots Pacific Maritime Region and Inlandboatmen’s Union of the Pacific.

**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

Originating Department: Administrative Services
Division/Program: (i.e. Dept, Division and Program) Human Resources (HR)
Contract or Grant Administrator: Nanette Kallunki, HR Associate Manager
Contractor’s / Agency Name: Collective Bargaining Agreement between Whatcom County and Masters, Mates and Pilots Inlandboatmen’s Union

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

Does contract require Council Approval? Yes ☒ No ☐ If No, include WCC:
(see Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100) __________________

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

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

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

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

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

Contract Amount:(sum of original contract amount and any prior amendments):
$ __________________

This Amendment Amount:
$ __________________

Total Amended Amount:
$ __________________

Summary of Scope:
2017-2019 Collective Bargaining Agreement between Whatcom County and International Organization of Masters, Mates and Pilots Pacific Maritime Region and Inlandboatmen’s Union of the Pacific

Term of Contract: Two Years Expiration Date: December 31, 2018
Contract Routing: 1. Prepared by: Nan Kallunki Date: 3/24/17
2. Attorney signoff: Reviewed by Dan Gibson Date: 3/17/17
3. AS Finance reviewed:
4. IT reviewed (if IT related): N/A Date: 
5. Contractor signed: Date: 3/28/17
6. Submitted to Exec.: Date:
7. Council approved (if necessary): Date:
8. Executive signed: Date:
9. Original to Council: Date:

Last edited 10/31/16

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MEMO TO: Councilmembers Barbara Brenner, Rud Browne, Barry Buchanan, Todd Donovan, Ken Mann, Satpal Sidhu and Carl Weimer

FROM: Nan Kallunki, HR Associate Manager

DATE: March 24, 2017

SUBJECT: Lummi Ferry Collective Bargaining Agreement

The County and union bargaining teams met several times between November and March to negotiate a successor agreement to the September 29, 2015 through December 31, 2016 collective bargaining agreement for employees represented by the Masters, Mates and Pilots and the Inlandboatmen's Union. The proposal was ratified by unit employees on March 23, 2017.

The International Organization of Masters, Mates and Pilots represents three Senior Master and Master Engineer positions responsible for piloting the Lummi ferry. The Inlandboatmen's Union represents the eight Purser/Deckhand, Deckhand, and Regular Relief positions that carry out a range of duties essential to the running and maintenance of the ferry.

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

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<td><strong>COMPENSATION</strong></td>
<td>2017 – 2.25% [Retroactive to January 1, 2017]</td>
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<td>2018 – 2.5%</td>
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<td>2019 – 2.0%</td>
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<td>No wage increase for On-Call employees until 2019, then +2%</td>
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<td><strong>DURATION</strong></td>
<td>April 4, 2017 through December 31, 2019</td>
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<td><strong>HEALTH AND WELFARE</strong></td>
<td>For 2017, County contributes up to $1,234.80 per employee per month.</td>
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<td>For 2018, County contributes up to $1,297.00 per employee per month.</td>
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<td>For 2019, County contributes the same amount it contributes for Non-Represented employees.</td>
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<td><strong>Contributory Plan.</strong> Language specifying the dollar amount employees contribute for the optional Contributory Plan was replaced with language referring to the Summary of Medical Plan Changes for the employee contribution.</td>
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<td><strong>HOURS OF WORK</strong></td>
<td><strong>Call Back.</strong> Clarified language referring to call-back after the end of a shift and call-back on days off.</td>
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<td><strong>(New) Scheduled Meetings.</strong> Added language that Regular Relief and On-Call employees will not receive overtime pay for attending meetings and training unless the additional hours for the days’ work.</td>
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<td><strong>MAINTENANCE AND CURE</strong></td>
<td><strong>Maintenance Rate.</strong> For an injured employee, the daily rate for maintenance and cure increased from $75 to $90. Daily maintenance (living expenses) is $45 and daily medical cost (cure) is $45.</td>
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<td><strong>Reimbursement for Lost Personal Items.</strong> Employees will be reimbursed a total of not more than $300 for the theft of their personal items. A copy of a filed police report must accompany the request for reimbursement. [Rewrite of previous language.]</td>
</tr>
<tr>
<td><strong>FERRY PASSAGE</strong></td>
<td><strong>(New) On-Call Employee Passage.</strong> Employee receives a pass for 10 rides after completing 10 full shifts.</td>
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<td><strong>Retiree or Service Recognition Passage.</strong> Regular full-time employees who receive state retirement benefits or separate from service after 30 years are eligible for free passage (1) if they agree to be available to work on an on-call basis, or (2) post retirement for five years if they are not available for on-call.</td>
</tr>
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COLLECTIVE BARGAINING AGREEMENT

By and Between

WHATCOM COUNTY

AND

INTERNATIONAL ORGANIZATION OF MASTERS, MATES AND PILOTS
Pacific Maritime Region

AND

INLANDBOATMEN’S UNION OF THE PACIFIC

January 1, 2017 – December 31, 2018

Adopted April 4, 2017
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AGREEMENT
BY AND BETWEEN
WHATCOM COUNTY
AND
INTERNATIONAL ORGANIZATION OF MASTERS, MATES AND PILOTS
Pacific Maritime Region
AND
INLANDBOATMEN'S UNION OF THE PACIFIC

The rules contained herein constitute an Agreement BETWEEN WHATCOM COUNTY, hereinafter referred to as the EMPLOYER, and the INTERNATIONAL ORGANIZATION OF MASTERS, MATES AND PILOTS, Pacific Maritime Region, and the INLANDBOATMEN'S UNION OF THE PACIFIC, Puget Sound Region, hereinafter referred to as the UNIONS, governing wages, hours and other conditions of employment for employees as classified.

RULE 1 - RECOGNITION:
1.01 Recognition. The EMPLOYER recognizes the UNIONS as the representatives of all employees as classified herein and the sole collective bargaining agency for the purpose of acting for the employees in negotiating and interpreting agreements and adjusting disputes.

RULE 2 - PREFERENTIAL HIRING:
2.01 Industry Experience Preferred. In hiring employees for work in classifications covered by this Agreement, the EMPLOYER shall prefer applicants who have been previously employed in the industry; provided any such applicant is continuously available for employment.

2.02 Applicant Selection. In the filling of vacancies in entry level positions with applicants who are not then employees of the system, the EMPLOYER may reject any applicant who is deemed unsatisfactory. Employees hired into one of the nine (9) full-time positions shall be subject to a six (6) month probation period. Probationary periods can be extended for up to six (6) months with mutual agreement by the UNION and the EMPLOYER.

2.03 Notice of New Employees. The EMPLOYER agrees to furnish the UNIONS, in writing, the names, addresses, and telephone numbers of all new employees within twenty-one (21) days of commencement of work by such employees, exclusive of weekends and holidays.

RULE 3 - SENIORITY:
3.01 Establishing Seniority. Any employee who has completed six (6) consecutive months with 120 hours or more in a calendar month of employment shall have established seniority, and the EMPLOYER agrees to maintain and provide the UNIONS at their request with updated seniority rosters showing all employees, their classifications, and their seniority dates.

3.02 Application of Seniority. Except as hereinafter limited, seniority shall be
strictly and absolutely applied in the filling of vacancies, lay-offs and rehiring, promotions and demotions, and mutually agreed leaves of absence.

3.03 Promotions. In all cases of promotions, except as provided in Rule 3.03a, whenever any vacancies exist, the EMPLOYER shall offer the available position to its most senior employee; provided that such employee possesses the appropriate coast guard certification for the position and meets or exceeds the qualifications and special requirements as outlined in the appropriate job description. In the event the senior employee declines the appointment, said position shall be offered to the next most senior employee who possesses the appropriate coast guard certification and meets or exceeds the qualifications and special requirements as outlined in the appropriate job description, and so on, until the position has been accepted by one (1) or rejected by all employees as outlined above. If no crew member possesses the required certificate and qualifications outlined herein or if all qualified members have rejected the position, the position may be open to the general public.

3.03(a) Senior Master Vacancy. When a vacancy occurs in the position of Senior Master, the EMPLOYER will first consider filling the position from within the bargaining unit, provided that such employee possesses the appropriate Coast Guard certification for the position and meets or exceeds the qualifications and special requirements as outlined in the appropriate job description. The EMPLOYER will fill the position with an outside candidate only after considering the qualifications of all interested persons from within the bargaining unit. However, the EMPLOYER retains discretion to determine an applicant's qualification because of the unique nature of the position. If the position is not filled from within the bargaining unit, the EMPLOYER shall meet at the request of an affected employee to discuss the hiring decision.

3.03(b) Promotional Probation Period. The first six (6) calendar months that a newly promoted employee serves in a position to which he has been promoted shall constitute a probation period. At any time during such a probation period, the EMPLOYER shall have the right to rescind the promotion and return the newly promoted employee to the position that he held prior to the promotion. Probationary periods can be extended for up to six (6) months with mutual agreement by the UNION and the EMPLOYER.

3.03(c) Rescinded Promotion. In the event that the EMPLOYER rescinds a promotion, the position in question shall immediately be offered to the next most senior qualified employee in the employ of the EMPLOYER, who shall serve a similar six-month probationary period.

RULE 4 - MANNING:

4.01 Manning. In filling vacancies, the EMPLOYER may reject any employee who is unsatisfactory. If the UNIONS feel that any rejection has been unjust and has worked a hardship on the employee involved, the dispute shall be referred to and adjudicated under the provisions of RULE 11, of this Agreement.

RULE 5 - UNION SECURITY:

5.01 Union Membership. The employees covered by this Agreement shall be or become within thirty-one (31) days after the execution of this Agreement, members of the
UNION and shall thereafter as a condition of employment, tender dues and initiation fees uniformly required as a condition of membership.

5.02 Conditions of Employment. It shall be a condition of employment that all employees of EMPLOYER covered by this Agreement who are members of the UNIONS in good standing on the effective date of this Agreement shall remain members in good standing in the UNIONS. 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 thirty-first (31) day following the beginning of such employment become and remain members in good standing in the UNION, 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 union such public employee shall pay an amount of money equivalent to the regular union dues and initiation fee of the UNIONS to a non-religious charity or to another charitable organization mutually agreed upon by the employee and the UNIONS. The employee shall furnish written proof to the UNIONS that such payment has been made. If the employee and the UNIONS do not reach an agreement on the non-religious charity to whom the Union dues and initiation fee are to be paid, the Washington State Department of Labor and Industries shall designate the charitable organization.

5.03 Payroll Deductions. For individuals who certify in writing that they authorize such deductions, Union initiation fees and monthly dues shall be deducted from the employee’s payroll and remitted to the UNIONS. Accompanying said monies shall be a list of employees and amounts to be credited to their account.

5.04 Union Dues. The UNIONS and each employee authorizing the assignment of wages for payment of union dues hereby agrees that the EMPLOYER shall not be a party in any dispute BETWEEN the UNIONS and an employee arising out of the EMPLOYER’S deduction of monies for union dues; provided that the EMPLOYER has forwarded said monies to the respective union. The UNIONS and the employees involved in any such dispute agree to indemnify and hold the EMPLOYER harmless from all claims, demands, suits, or other forms of liability that may arise against the EMPLOYER as a result of the EMPLOYER deducting and forwarding to the UNIONS the sums authorized to be deducted.

RULE 6 - DISCRIMINATION:

6.01 Non-Discrimination. No employee shall be discharged, suspended or discriminated against for upholding UNION principles and any employee working under instruction of the UNION 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 EMPLOYER or member of the labor organization with whom the EMPLOYER has a bona fide collective bargaining agreement with respect to the hire, tenure, compensation or other terms and conditions of employment because of union membership or as required by state or federal law or regulations, except where such constitute a bona fide occupational qualification.

6.02 Gender Reference. Where the masculine or feminine gender has been used in any job classification or in any provision in this agreement, it is used solely for the
purpose of illustration and shall not in any way be used to designate the sex of the
employee, and all references herein to the male gender will also include the female
gender.

**RULE 7 - SCOPE:**

7.01 Scope of Agreement. This Agreement shall apply to all vessels of the
EMPLOYER engaged in the transportation of passengers and vehicles (including
incidental freight) on Puget Sound and adjacent inland waters. This Agreement shall apply
to the employees in the deck, engine room and stewards department on such vessels. In
the event other Whatcom County employees not otherwise represented are required to sell
or take fare tickets at the ferry docks, the parties hereto shall enter into negotiations for
hours, wages and benefits for those employees.

7.02 Regular Employees. For purposes of this Agreement, a regular employee is
defined as one (1) of nine (9) full-time employees presently employed on the Lummi Island
ferry run.

7.03 Regular Relief Employees. Regular relief employees over and above the nine
(9) regular employee complement are considered part-time but are subject to all contract
provisions with the exception of Rules 13.04 and 14.03.

7.04 On-Call Employees. On-call employees are not covered by the provisions of
this agreement with the exception of Rules 8.03, 8.04, 13.01, 13.03, 13.06, 14.05,
14.07(a), 19.03a, 19.03b, 20, 22.01, and 23.01(a).

**RULE 8 - CREW REQUIREMENTS:**

8.01 Staffing Requirements. Each and every vessel shall be manned according to
the inspection certificate under which the vessel is licensed.

8.02 Adding or Changing Vessels. In the event vessels owned or chartered by
the EMPLOYER are added to the existing fleet, or if the present vessel is re-engined, the
EMPLOYER and the UNIONS shall immediately meet to negotiate minimum wages, a
manning scale and working schedule for each such vessel.

8.03 Out-of-Classification Work. Any employee assigned to work out of
classification for the standard work day shall be paid at the rate of the assigned position for
all hours worked in that shift. This section does not apply when an employee is attending
required meetings and trainings outside of a scheduled shift.

8.04 License Fees. The EMPLOYER shall reimburse employees for the cost of
Coast Guard, the Federal Communications Commission license fees, and the
Transportation Workers Identification Credentials (TWIC) card required in the performance
of their duties.

**RULE 9 - VISITATION:**

9.01 Union Visits. Authorized representatives of the UNIONS shall be allowed to
go on the EMPLOYER'S property and on board vessels covered by this Agreement at
reasonable times while at the dock or enroute. The UNIONS agree that the EMPLOYER is
absolved from all claims resulting from any accident involving such representative while on
the property or on board vessels of the EMPLOYER. UNION representatives are obligated to comply with Coast Guard safety rules.

RULE 10 - DISCHARGE OR SUSPENSION:
10.01 Discharge and Suspension. No regular employee will be discharged or suspended except for just cause, and prior to any action taken against such employee, except in emergency situations (such as drunkenness on the job, assault of another person while on the job and dishonesty or other gross misconduct), the EMPLOYER will first notify the UNIONS in writing, affording them an opportunity to resolve the issue. Notification of all discharge and/or suspensions shall be in writing with a copy sent to the UNION.

10.02 Disputes Over Discharge or Suspension. Any dispute arising out of a discharge or suspension case may be referred by either party to the arbitrator under the provisions of RULE 11.01.

RULE 11 - DISPUTES:
11.01 Grievances. Grievance as used herein shall mean any dispute or controversy which might arise as to the interpretation of application of this Agreement.

11.01 (a) Initial Filing. Employees must file a grievance as herein defined with the Public Works Director or designee within thirty (30) calendar days of knowledge of its occurrence or it shall be deemed null and void. Every effort shall be made to settle the complaint at this level. If it is not resolved within seven (7) working days after its submission, the matter may proceed to step b. If the UNION Representative or EMPLOYER wishes to file a grievance, either may do so at step b below.

11.01 (b) Grievance Written Down. Within the employee's next five (5) working days after the written responses from the EMPLOYER in step “a”, the employee shall reduce the grievance to writing and present it personally or through his or her UNION representative to the Human Resources Manager or designee. If not resolved at this level within the next ten (10) working days the matter may proceed to step c.

11.01 (c) Arbitration. Any grievance submitted and processed in accordance with the grievance procedure provided above may be taken to arbitration by the EMPLOYER or the UNIONS as herein provided. However, prior to arbitration, the County Executive shall be advised of the dispute.

Any party may, within seven (7) working days after failure to adjust the grievance in subsection “b”, serve upon the other party written demand for arbitration. The parties shall select an impartial arbitrator within ten (10) working days after service of 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 seven (7) working days thereafter, request the Federal Mediation and Conciliation Service to submit a list of eleven (11) disinterested persons living in the Northwest who are qualified and willing to act as an impartial arbitrator. From this list the EMPLOYER will strike two names, then the UNIONS two names until the single name remaining is appointed as the arbitrator.
11.01 (d) Hearing Commencement. The arbitrator shall commence the hearing within a reasonable time period after his selection and shall render his award in writing thirty (30) calendar days after the close of the arbitration hearing.

The award of the arbitrator shall be rendered in writing together with his findings and conclusions and shall be final and binding upon the parties to this Agreement and upon the complaining employee and employees, if any.

11.01 (e) 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 EMPLOYER and the UNIONS. All other expenses and costs shall be borne by the parties incurring them.

11.01 (f) Time Limitations. The EMPLOYER and the UNIONS 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 but in no event shall failure to comply with the time limitation set forth above deprive the arbitrator of authority to decide the grievance.

11.01 (g) No Work Stoppage, Slowdown, Boycott, or Lockout. All grievances as herein defined shall be settled in accordance with the procedures outlined above. There shall be no work stoppage, slow down, boycott, or lockout for any reason regardless of whether the action of either party may be reasonably concluded as violation of this Agreement or any state or federal law during the life of this Agreement.

11.01 (h) Arbitration Venue. Venue for all grievance arbitrations shall be Whatcom County unless otherwise mutually agreed.

11.02 Union Stewards. The UNIONS may elect or designate Union Stewards, who shall be recognized by the EMPLOYER. The Union Steward is recognized as an authorized representative of the Union for settling grievances and disputes. Representatives of management with authority to settle such matters will meet the Union Steward and work for the resolution of such matters. A Union Steward who has participated in step “a” of this procedure will be allowed to attend grievance meetings, without loss of wages and benefits, scheduled by the EMPLOYER.

11.03 Grievance Investigation. Union Stewards will be allowed to investigate grievances during their normal working day provided no necessary and required work is interrupted by the Steward's absence and the Steward's supervisor has given him prior approval to engage in such activity.

RULE 12 - EMERGENCY SERVICE:

12.01 Emergency Service. Emergency service, including collision, breakdown, stranding, rendering aid to another vessel, person or persons in distress, life saving and delay due to terminal damage shall not be considered overtime. The additional hours shall be paid for only at the straight time rate of pay. This provision shall relate only to the crew on watch at the time of the emergency.
RULE 13 - WAGE AND OVERTIME RATES:

13.01 Wage Rates. The following rates shall apply for all employees on the payroll as of January 1, 2017 or upon hire:

<table>
<thead>
<tr>
<th>Effective first full pay period in January of each year.</th>
<th>Hourly Rate</th>
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<tr>
<td>MASTERS, MATES AND PILOTS</td>
<td>2017 (+2.25%)</td>
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<tr>
<td>Senior Master</td>
<td>$35.46</td>
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<td>Master or Master/Engineer</td>
<td>$32.56</td>
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<tr>
<td>INLAND BOATMAN</td>
<td>2017 (+2.25%)</td>
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<tr>
<td>Purser/Deckhand</td>
<td>$28.80</td>
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<tr>
<td>Deckhand</td>
<td>$24.61</td>
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<td>Regular Relief Employees</td>
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<tr>
<td>First 1,080 hours or 6 months (whichever is longer)</td>
<td>$18.40</td>
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<tr>
<td>Second 1,080 hours or 6 months (whichever is longer)</td>
<td>$20.59</td>
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<tr>
<td>Thereafter</td>
<td>$24.61</td>
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<td>On-Call Employees</td>
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<td>2017 No Change</td>
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<td>2018 No Change</td>
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<tr>
<td>2019 (+2.0%)</td>
<td></td>
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<tr>
<td>First 1,080 hours or 6 months (whichever is longer)</td>
<td>$17.15</td>
</tr>
<tr>
<td>Second 1,080 hours or 6 months (whichever is longer)</td>
<td>$19.30</td>
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<tr>
<td>Thereafter</td>
<td>$21.25</td>
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13.01(a) Clothing Allowance. The above rates include clothing allowances for clothing required in Rule 21.

13.01(b) Purser Discontinuation. Should the purser duties be discontinued during the term of this Agreement, the County agrees to meet and bargain the impact with the intention of preserving the wages of existing employees performing purser duties.

13.02 Regular Relief Employees.

13.02(a) Applicable Terms. Regular relief employees as defined in RULE 7.02 are covered by the terms of this contract, with the exception of the rule(s) mentioned in that paragraph, provided that schedules for part-time workers must be reasonable.

13.02(b) Hourly Rate. On-call employees who are selected to fill a Regular Relief position shall be allowed credit for all hours worked under the collective bargaining agreement as an on-call employee in establishing their beginning Regular Relief Employee hourly rate, but not higher than the second six month rate.

13.03 Overtime Rate. The overtime rate shall be computed by multiplying the hourly rate by 1.5. Overtime must be approved in advance by the Master.

13.04 Longevity Pay. Effective August 30, 2015, beginning with the employee's seventh (7th) year of employment, the employee shall receive in addition to the regular rate of pay the sum of thirty-five dollars ($35.00) per month. Thereafter, on January 1st of each
year, the employee shall receive seven dollars ($7.00) per month for each year of service to a maximum of twenty-five (25) years or one hundred and sixty-one dollars ($161.00) per month. Only regular employees shall receive longevity pay.

13.05 Compensatory Time Maximum. By mutual agreement, employees may accumulate up to a maximum of one hundred twenty-six (126) hours of compensatory time in lieu of paid overtime. If it is mutually agreed that compensatory time is to be accrued in lieu of paid overtime, it is the employee's responsibility to indicate when submitting overtime claims that the time is to be accrued as compensatory time rather than to be paid at the overtime rate. An employee desiring to use accumulated compensatory time off must submit a written request to the EMPLOYER in advance indicating the number of compensatory days off requested. Requests for time off will be granted subject to approval by the Senior Master.

13.06 Stand-by for Emergency Call Out. The wage rates in Rule 13.01 include pay to compensate employees' stand-by for emergency call-out and pager pay.

13.07 Senior Master Pay. The Senior Master pay includes compensation for performing duties required over and above operating the vessel.

13.08 Fare-related Supplies and Ticket Books. The EMPLOYER will make a good faith effort to deliver ticket books, receipt books and other supplies to the work site of bargaining unit employees. However, employees who are authorized in advance to pick up ticket books at the Courthouse shall be compensated at the overtime rate of pay for the actual time spent in this activity.

13.09 Electronic Funds Transfer. All regular employees shall authorize paycheck deposit by electronic funds transfer (EFT) within thirty (30) days of employment. Institution changes require four (4) weeks notice. Employees providing documentation of their inability to open a checking and/or savings account may have this requirement waived. Employees may stop EFT in emergency situations with at least seven (7) days notice before a scheduled payday. Employees must restart the EFT within three (3) months.

13.10 Bank Deposits. Employees, who because of their shift assignment must make bank deposits outside their regular work hours, shall be compensated at the rate of one (1) hour straight time rate of pay in addition to their daily wage. It is understood and agreed that this compensation constitutes full payment for all job-related off-duty time spent in this activity.

RULE 14 - HOURS OF WORK:

14.01 Month's Work. One hundred eighty (180) hours shall constitute a month's work for full-time employees.

14.02 Day's Work. All work performed in excess of ten (10) hours in any twenty-four (24) hour period shall be paid for at the overtime rate with a minimum of one half (1/2) hour and in periods of one half (1/2) hour thereafter.

14.02(a) Hours Beyond Eight Comp Time Election. Employees may elect
to take the ninth and tenth hour of the shift as compensatory time per department policy. Employees working out-of-class electing compensatory time per this rule, shall receive eight hours of regular pay, two hours added to compensatory time bank and ten hours of out-of-class pay differential.

14.02(b) Lunch. The employee shall be entitled to a one-half (½) hour lunch period during the daily work schedule, to be taken on the boat or on the dock.

14.03 Normal Work Schedule. All employees shall have a minimum of three (3) consecutive days off per month. The normal work schedule for Masters shall be seven (7) day shifts, seven (7) night shifts, followed by seven (7) days off. The normal work schedule for Purser/Deckhands or designated Deckhands shall be six (6) day shifts, six (6) night shifts, followed by six (6) days off. The normal work schedule for Deckhands shall be five (5) day shifts, five (5) night shifts, followed by five (5) days off. Deckhand preference for a six (6) day rotation shall, when all else is equal, be by seniority for available billets. The EMPLOYER will notify the UNIONS and upon request will meet and discuss any revisions to these work schedules before such changes are implemented.

14.04 Call In Prior to Shift. Employees may be called up to two (2) hours prior to commencing their regular shift with a minimum of two (2) hours overtime. (The equivalent of three (3) hours straight time pay rate.)

14.05 Call Back After Shift. All Employees called back after completing a regular shift shall add to that shift a minimum of three (3) hours overtime (the equivalent of 4.5 hours at straight time rate) and in periods of one (1) hour thereafter.

14.06 Mileage Reimbursement. Employees using their private cars in performance of required duties shall be paid mileage in accordance with EMPLOYER regulations.

14.07 Call Back on Days Off. Regular and Regular Relief employees called back to work on their regular assigned days off shall receive a minimum of four (4) hours overtime (the equivalent of six (6) hours at straight time rate) and in periods of one (1) hour thereafter.

14.07(a) Scheduled Meetings. Regular Relief and On-Call employees will be paid at the regular rate of pay for all hours in attendance at meetings and trainings unless the additional hours result in overtime pursuant to Rule 14.02.

14.08 Split Shifts. There shall be no split shifts.

14.09 Operation Changes. In the event of an economic problem or fuel shortage which affects operations of the ferry, the parties agree to meet and consider alternatives to reduce costs to the EMPLOYER or schedule changes which could include reduced hours of operations, split shifts, or other measures necessary to insure continued operation commensurate with the existing conditions.

14.10 Shift Trades. Members of the UNIONS may arrange to trade shifts with other members, provided that the substitute member is qualified to perform the same
duties required of the requesting member, under the following conditions: a shift trade does not occur on a regular basis; the Senior Master be notified at least one week in advance; such trading is in no way intended to compromise management’s right to set schedules as provided for in the agreement; the person who will be off work be responsible to insure that the shift is covered; and the shift change does not result in additional overtime or other such costs to the County.

RULE 15 - VACATIONS:

15.01 Accrual. Employees shall receive vacation leave on the following basis:

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<thead>
<tr>
<th>Months of Service</th>
<th>Monthly Accrual</th>
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<tr>
<td>0 - 12</td>
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<tr>
<td>13 - 48</td>
<td>7.50 hours</td>
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<td>49 - 108</td>
<td>13.50 hours</td>
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<td>17.25 hours</td>
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<tr>
<td>169+</td>
<td>18.75 hours</td>
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</table>

15.02 Accrual Dates. Each employee’s anniversary date shall be twelve (12) months after entering the service of the EMPLOYER. The regular relief employees shall receive vacation credits on a pro rata basis, based upon total hours worked monthly.

15.03 Loss of Vacation. No employee shall lose any vacation benefits by reason of illness or mutually agreed leave of absence, and if any of these occur, he shall be paid for his accumulated vacation benefits on a pro rata basis.

15.04 Termination Cashout. Each employee who has completed a minimum of twelve (12) months of service and who is discharged for cause, or who terminates his employment, shall receive his accumulated vacation benefits.

15.05 Scheduling. Each employee entitled to vacation leave shall take his vacation at a time mutually agreed to BETWEEN the EMPLOYER and employee unless he is discharged for cause, or terminates his employment, in which event he shall receive the cash equivalent of his accumulated vacation benefits.

15.06 Holidays During Vacation. One (1) additional day’s straight time shall be paid for each instance where a holiday falls during an employee’s vacation.

15.07 Maximum Accrual. The maximum vacation time an employee may carry forward is thirty (30) days (270 hours).

15.07(a) Maximum If On Payroll on 6/17/97. The new vacation accrual limit of 30 days (270 hours) is not applicable to current employees on the payroll on June 17, 1997 who remain subject to a maximum accrual of 40-days vacation (360 hours).

15.08 Computation. Vacation pay shall be computed on the basis of the straight time rate in effect at the time the vacation is taken.
RULE 16 - HEALTH AND WELFARE:

16.01 Eligibility. The EMPLOYER agrees to contribute to the cost of the Plans listed below which are offered to any employee who has completed one (1) month of employment and is compensated one hundred and twenty (120) hours or more in a calendar month, the purpose of which is to provide hospital, medical, dental, vision care, and life insurance benefits for employees of the EMPLOYER, and their dependents and beneficiaries. Employees must receive compensation for work performed, vacation, holiday, and/or paid leave, which must equal or exceed payment for one hundred and twenty (120) hours in a calendar month.

16.02 IBU Health & Welfare. The EMPLOYER 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 – Option 3, Plan D or any successor plan.
   c) Vision – VSP Standard Vision Plan or any successor plan.

16.03 Life and Accidental Death and Dismemberment. The EMPLOYER agrees to pay the entire premium for group life and accidental death and dismemberment insurance in an amount equivalent to one-year’s base salary to a maximum of $50,000 for eligible employees, through a carrier selected by the EMPLOYER.

16.04 Premium Payments.
   16.04(a) Medical. For plan year 2017, the EMPLOYER agrees to contribute up to $1,234.80 per month for each eligible employee to provide the medical benefits listed in Rule 16.02. For plan year 2018, the EMPLOYER agrees to contribute up to $1,297.00 per month for each eligible employee to provide the medical benefits listed in Rule 16.02. For plan year 2019, the EMPLOYER agrees to contribute the same amount per month for each eligible employee that it contributes for non-represented employees for medical benefits listed in Rule 16.02. A successor Medical Plan may be required to have benefit modifications in order that coverage can be provided within the EMPLOYER’S contribution.

Medical Plan Alternatives. In addition to the provisions of Rule 16.04, the parties have agreed to the following:

I. Optional Contributory Plan. Employees may elect to buy up to the optional Contributory Cap Plan via authorized monthly payroll deduction as set forth in the Summary of Medical Plan changes published prior to open enrollment for the next plan year.

II. Plan 2000 – Non-Qualified High Deductible. Employees may elect a non-qualified high deductible plan. There will be no monthly contribution paid by employees. This is the default Medical Plan should an employee fail to elect between available plans.
III. Qualified High Deductible Health 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. There will be no monthly contribution paid by the employee. The County will contribute one-time seed money to a voluntary HSA, a total of $1,250 per employee if signing up as an employee only OR $2,500 for employee plus dependents so long as the employee has enrolled and is otherwise qualified to have an HSA account. Fifty percent (50%) will be contributed in January with the remainder contributed in equal monthly installments throughout the remaining months of the year.

a) New Hires. New hires that choose to participate in the Qualified High Deductible Plan may receive a County contribution of one-time seed money to a voluntary HSA, a total of up to $1,000 for the employee only OR up to $2,000 for employee plus dependents if they are otherwise qualified to have such an account. Fifty percent (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 (employee only) OR $90.91 (employee plus dependents) contributed by the County through the remaining months of that calendar year.

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

16.04(b) Dental, Vision and Life Insurance. The EMPLOYER agrees to pay the appropriate monthly premium amounts and such increases as required to maintain the dental, vision and life benefits listed above.

16.05 Medical Schedule of Benefits. The parties agree that the schedule of benefits for the Medical Plans may require modification in order that the Medical Plan for the succeeding Plan Year can be provided to employees and their families within the EMPLOYER’S contribution amount established in rule 16.04(a). The parties agree that at any time the EMPLOYER may revise benefits to meet rule 16.04(a) limitations by following rule 16.09; 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 limitation, and may make changes in plan administrator or administration. The parties agree the EMPLOYER may, but shall not be required to, enhance the Medical Plans. Should the EMPLOYER make any of the listed changes the Unions may request impact bargaining regarding the change.

16.06 MMP Health and Welfare.  
16.06(a) MMP Plan Premiums. The EMPLOYER will pay to MMP a premium for each eligible employee subject to the MMP Plan in the amount it pays for
medical, dental, and vision benefits for employees represented by the IBU. If the premium or cost of providing benefits under the MMP plan exceeds the cost of medical, dental, and vision benefits for employees represented by the IBU, each affected employee will pay directly to MMP the remainder of any premium or charges due. The EMPLOYER will have no obligations to collect or pay any premiums in excess of the premium it will contribute to MMP for benefits.

16.06(b) MMP Liable For Plan. The EMPLOYER’S responsibility is limited to the payment to MMP of the premium described in Rule16.06(a) to enable MMP to purchase medical, dental, vision, and death benefits for its bargaining unit members covered under the collective bargaining agreement. The EMPLOYER has no liability for the failure or refusal of the MMP plan to honor an employee’s claim or to pay benefits, and no such refusal or action on the part of the MMP plan shall be attributed to the EMPLOYER or constitute a breach of the collective bargaining agreement. Under no circumstances shall the EMPLOYER be responsible for paying any medical, dental, vision, or death benefit costs incurred by an employee in the MMP bargaining unit on or after the effective date of the MMP plan.

16.06(c) COBRA. The EMPLOYER shall have no obligation to administer in any way, shape, or manner the MMP plan or to provide COBRA notice or benefits to MMP members.

16.06(d) Return to EMPLOYER Health & Welfare Plans. The terms and conditions upon which MMP bargaining unit members could be eligible to return to participation in the benefit plans described in Rules 16.02, and16.03 and 16.04 are subject to negotiations.

16.07 Flex 125 Plan. All eligible bargaining unit employees may enroll in the EMPLOYER’S Flexible Spending Account Plan (“Flex 125 Plan”).

16.08 Medical Coverage Disputes. Any dispute over a denial of coverage under the Whatcom County Self Insured Medical Plan may be appealed through Human Resources to the County Executive for final resolution.

16.09 Medical Advisory Committee. If the EMPLOYER establishes a medical advisory committee of County employees for the specific purpose of reviewing, modifying or substituting a medical plan provided in Rule 16.02, the UNIONS shall be given advance notice of such committee formation and shall be afforded an opportunity to designate one (1) representative to attend and participate in such advisory committee meetings that could impact members of the bargaining unit.

RULE 17 - SICK LEAVE:

17.01 Eligibility Criteria & Accrual Rate. Cumulative sick leave shall accrue to each employee covered by this Agreement who has completed three months of at least one hundred and twenty (120) compensated hours per calendar month of employment in the amount of nine (9) hours for each month of employment to a maximum of one thousand and eighty (1,080) hours. In general nine (9) hours of sick leave is accrued each month even if an employee has accrued the maximum sick leave permitted under the contract.
17.02 Proof of Illness. Upon request of the EMPLOYER, the employee will provide proof of illness.

17.03 Accrual During Leave or Layoff. Sick leave shall continue to accrue during periods of approved sick leave, Maintenance and Cure, or absence with pay only. If an employee is on layoff, sick leave shall not accrue during such layoff, however, upon return to work the sick leave accrual at time of layoff shall be made available to the employee and additional days shall accrue from the first.

17.04 Cashout. An employee with three (3) or more years of employment with the EMPLOYER shall be entitled to cash termination in the amount of twenty-five (25%) of their sick leave bank which has been accrued (up to 1,080 hours), provided that such employee has given at least thirty (30) days notice prior to termination and provided further, that this rule shall not apply to any employee terminated for cause. The total amount of accumulated sick leave accrued and unused by the employee shall be subject to the cash-out provisions of this RULE, regardless of when accrued.

RULE 18 - BEREAVEMENT LEAVE:

18.01 Bereavement Leave. If an employee suffers a death in the immediate family, the employee shall be allowed not more than four (4) days (not to exceed 40 hours) off without loss in pay for the death of a spouse, child or parent of either the employee or the employee’s spouse including step-parents and step-children; three (3) days off without loss in pay for the death of other immediate family members; and two (2) additional days off without pay upon approval of the EMPLOYER as personal holiday, vacation, comp time, or unpaid leave, to make necessary arrangements regarding the death and/or to attend the funeral. Other immediate family is defined to be: state registered domestic partner, brothers, sisters, grandchildren or grandparents of either the employee or the employee’s spouse.

RULE 19 - HOLIDAYS:

19.01 Holiday Schedule. The following shall be paid holidays:

New Year’s Day          Veteran’s Day
M.L. King’s Birthday    Thanksgiving Day
President’s Day         Day after Thanksgiving
Memorial Day            Christmas Eve
Independence Day        Christmas Day
Labor Day               Personal Holiday

19.02 Personal Holiday. Each employee shall receive one (1) personal holiday, nine (9) hours, each calendar year which may be taken by the employee after the employee has notified the department head one (1) week in advance of the holiday. The personal holiday must be taken during the year and cannot be cashed out upon separation. No employee shall be eligible to receive a personal day until after completion of three months of employment.
19.03 Holiday Pay.

19.03(a) Holiday Pay. Regular employees, working or not working, shall be paid for nine (9) hours at the straight time rate of pay for the section 19.01 scheduled holiday.

19.03(b) Work on Holidays. In addition to holiday pay, all employees required to work on Thanksgiving, the day after Thanksgiving, the day before Christmas, or Christmas shall be paid at the rate of time and one-half (1.5) for each hour worked for the first nine (9) hours during the period from midnight to midnight of the holiday.

19.03(c) Work Beyond Nine Hours on Holidays. Any hours worked in excess of nine (9) hours on a holiday will be paid at three (3) times the regular rate.

19.03(d) Regular Relief. Regular relief employees shall be paid on a pro-rated basis.

RULE 20 - MAINTENANCE AND CURE:

20.01 Maintenance Rate. When a crew member is entitled to daily maintenance, it shall be at the rate of ninety dollars ($90.00) per day. For payments made, $45.00 shall be deemed maintenance and $45.00 shall be deemed wage substitute. If an employee elects to utilize sick leave for the same period in which maintenance and cure is received, the combined rate for maintenance and cure and sick leave shall not exceed the employee’s regular pay. Should any lawsuit arise concerning this issue, the settlement will be reduced by the amount of wage substitute money already received under this Rule. Transportation to or from a hospital if needed shall be furnished by the EMPLOYER if the employee becomes ill or is injured on duty.

20.02 No Pay Withheld. Wages and maintenance and cure shall not be withheld merely because an employee claimant has also filed a claim for damages or has filed suit therefore, or has taken steps toward that end, regardless of the EMPLOYER’S arrangement with the insurance company.

20.03 Reimbursement for Lost Personal Items. Crew personnel will be reimbursed for the loss of personal effects, equipment or instruments resulting from shipwreck, stranding, sinking, burning or collision of the vessel in an amount not to exceed three hundred dollars ($300.00). Each employee must provide the EMPLOYER with an itemized list including replacement value. For the duration of this agreement, crew personnel will be reimbursed for theft of personal items in a total amount of not more than three hundred dollars ($300.00). Each employee will attach a copy of a filed police report for each incident of theft to the reimbursement request. Should a locker be provided on the vessel, the County will not be responsible for theft of personal items that can be securely stowed.

RULE 21 - STANDARD DRESS:

21.01 Ferry Dress Code. All personnel covered by this Agreement shall be required to wear standard dress in accordance with Whatcom County’s Ferry Dress Code. This shall consist of an ANSI-approved Class II or III high-visibility orange shirt, jacket or
vest (depending on the season), navy blue trousers and appropriate footwear. During inclement weather, employees shall wear serviceable foul weather gear. Employees shall be reimbursed for foul weather gear provided the employee’s request for such reimbursement shall not exceed one hundred and fifty dollars ($150.00) over a thirty-six (36) month time period. Reimbursement shall be obtained using standard County reimbursement procedures.

RULE 22 - EXPENSE ALLOWANCE:

22.01 Actual Expenses. Crew members required to remain away from home over twenty-four (24) hours shall be paid for actual expenses incurred for quarters and subsistence.

RULE 23 - FERRY PASSAGE:

23.01 Employee Passage. Employees and members of their immediate family who reside with them shall be allowed free passage on the Whatcom County Ferry.

23.01(a) On-Call Employee Passage. On-call employees will earn a pass for ten (10) rides upon completion of ten (10) full shifts. This pass may be used by the employee and members of their immediate family who reside with them. The pass remains valid until used.

23.02 Retired Employee Passage before 2013. Employees who retired before 2013, and their spouses, shall be allowed free passage on the Whatcom County Ferry pursuant to a Memorandum of Understanding dated March 13, 2013 so long as the employee is receiving state retirement benefits and living on Lummi Island.

23.03 Retiree or Service Recognition Passage after 2013. Regular full-time employees who retire with state retirement benefits, or separate from service after 30 years of regular full-time employment with Whatcom County assigned to the Lummi Island ferry, are eligible for free passage as provided below.

A. Retired or separated regular full-time employees who agree to be regularly available to work on an on-call basis, and are residing full-time on Lummi Island, shall be eligible for free passage as long as the employee continues to be regularly available for work. “Regularly available” is defined as a willingness to work on-call at least three times per calendar quarter or six times during the first six months of the year and six times during the second six months of each calendar year. Spouses of employees eligible for ferry passage under this Rule shall receive such benefit so long as the employee is available to be on-call.

B. Retired full-time employees receiving state retirement benefits, but who do not agree to be regularly available for on-call, shall be eligible for free passage, post retirement for five years. Spouses of employees eligible for ferry passage under this Rule shall receive such benefit so long as the spousal individual pass shall not exceed three years beyond the death of the retired employee, but not more than five years post retirement of the employee.
23.04 Passage Limited. All passes referred to herein are for the personal, non-commercial vehicle plus driver and/or spousal passenger use of the retired employee or vehicle plus driver use of the spouse of a deceased employee.

RULE 24 - JURY DUTY LEAVE:
24.01 Jury Duty Leave. 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 department head 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 services; PROVIDED, that there shall be deducted from the wages of such employee an amount equal to the amount such employee received from jury duty.

RULE 25 - BENEFIT ELIGIBILITY:
25.01 Paid Leave Eligibility. To be eligible to accrue vacation leave, sick leave, or holiday benefits under RULES 15, 17 and 19, employees must receive compensation for work performed, vacation, holiday, and/or paid leave must equal or exceed payment for one hundred twenty (120) 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 also be credited as compensation.

RULE 26 - TERM OF AGREEMENT:
26.01 Duration. This Agreement shall be in force from the date it is approved by the Council until December 31, 2019, and shall continue in full force and effect thereafter during negotiations for a subsequent Agreement, 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.

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.

26.02 Notice of Continuation & Intent to Bargain. It is further provided that where no cancellation or termination notice is served and the parties desire to continue said Agreement but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice at least sixty (60) days prior to January 1, 2017 advising that such party desires to continue this Agreement but also desires to revise or change the terms or conditions of such Agreement.

26.03 Effective Date for Revisions. Revisions agreed upon shall be effective on the date it is approved by the Council, unless otherwise specified.

RULE 27 - SEPARABILITY AND SAVINGS:
27.01 Separability & Savings. If a Rule in 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 Rule held invalid shall be modified as
required by law or the tribunal of competent jurisdiction, or shall be renegotiated for purpose of an adequate replacement.

RULE 28 - MANAGEMENT RIGHTS:

28.01 Management Rights. Subject to strict and absolute compliance with all terms and conditions of this Agreement including past practices, the EMPLOYER retains the right and duty to manage its business, including the right to adopt regulations governing the appearance, dress, conduct, discipline and work procedures of its employees, which regulations are in no way contrary to the terms and provisions of this Agreement and in accordance with past practices and which are reasonably required to maintain safety, efficiency, quality of service and the confidence of the traveling public. Rights not specifically abrogated by this Agreement or past practice are reserved to the EMPLOYER. The UNION reserves the right to intercede on behalf of any employee who feels aggrieved because of any exercise of rights by the EMPLOYER in accordance with the conditions set out in RULE 11.

28.02 Change in Ferry Dock. In the event the EMPLOYER shall, in its absolute discretion, change its mainland ferry dock location, the EMPLOYER, may upon 90 days notice to the UNIONS open this Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed this 4th day of April, 2017.

INLANDBOATMEN'S UNION OF THE PACIFIC

By: BA / Christopher Sumner
Peter Hart
Christopher Sumner for Reg Dir.

INTERNATIONAL ORGANIZATION OF MASTERS, MATES & PILOTS Pacific Maritime Region

By: Captain Don Marcus, President

By: Captain Tim Saffle, Vice President

WHATCOM COUNTY, WASHINGTON

By: __________________________
Jack Louws
Whatcom County Executive

DATE COUNCIL APPROVED:

_________________________

APPROVED AS TO FORM:

Daniel Gibson
Chief Civil Deputy Prosecuting Attorney
### WHATCOM COUNTY COUNCIL AGENDA BILL

**CLEARANCES**

| Originator:  | Initial | Date    | Date Received in Council Office | Agenda Date | Assigned to: 
|------------|---------|---------|--------------------------------|-------------|---------------------
| Nan Kalliungi | nsk    | 03/22/2017 | 4/4/17 | Finance / Council |
| Division Head | kss    | 03/22/2017 | 3/28/2017 |
| Prosecutor:  | r      | 3/24/2017 | 3/28/2017 |
| Purchasing/Budget: |       | 3/28/2017 | 3/28/2017 |

**TITLE OF DOCUMENT:**
Collective Bargaining Agreement Between Whatcom County and International Federation of Professional and Technical Engineers, Local 17 April 4, 2017 – December 31, 2018

**ATTACHMENTS:**
1. Memorandum to County Council
2. Collective Bargaining Agreement

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

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

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

**Requested Date:**

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

Implements a two-year successor agreement to one expiring December 31, 2016 for employees working in the Health Department and represented by the International Federation of Professional and Technical Engineers, 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.
This document contains information about a contract with Whatcom County. It is a collective bargaining agreement between Whatcom County and PTE Local 17. The contract was prepared and signed by Nan Kallunki. It was reviewed by Dan Gibson. The contract is for two years, expiring on December 31, 2018. The term of the contract and the expiration date have been signed by the appropriate parties. The contract is subject to review and approval by the council. The summary of scope includes the 2017-2018 collective bargaining agreement between Whatcom County and International Federation of Professional and Technical Engineers, Local 17.
COLLECTIVE BARGAINING AGREEMENT
By and Between
WHATCOM COUNTY

and

PROFESSIONAL
AND TECHNICAL EMPLOYEES, LOCAL 17

January 1, 2017 – December 31, 2018

Adopted April 4, 2017
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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 (1½) 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.** All compensatory time earned shall be cashed out each year in December in the last paycheck of the 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:

<table>
<thead>
<tr>
<th>New Year's Day</th>
<th>Veteran's Day</th>
</tr>
</thead>
<tbody>
<tr>
<td>Martin Luther King Day</td>
<td>Thanksgiving Day</td>
</tr>
<tr>
<td>President's Day</td>
<td>The day after Thanksgiving Day</td>
</tr>
<tr>
<td>Memorial Day</td>
<td>The day before Christmas Day</td>
</tr>
<tr>
<td>Independence Day</td>
<td>Christmas Day</td>
</tr>
<tr>
<td>Labor Day</td>
<td>Personal Holiday</td>
</tr>
</tbody>
</table>

**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 beginning the first pay period 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>During the Following Years of Service</th>
<th>Hours of Vacation</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-1 years</td>
<td>6.67 hours</td>
</tr>
<tr>
<td>2 years</td>
<td>7.34 hours</td>
</tr>
<tr>
<td>3 years</td>
<td>8.00 hours</td>
</tr>
<tr>
<td>4 years</td>
<td>10.00 hours</td>
</tr>
<tr>
<td>5-7 years</td>
<td>11.34 hours</td>
</tr>
<tr>
<td>8-9 years</td>
<td>12.00 hours</td>
</tr>
<tr>
<td>10 years</td>
<td>13.34 hours</td>
</tr>
<tr>
<td>11 years</td>
<td>14.00 hours</td>
</tr>
<tr>
<td>12 years</td>
<td>14.67 hours</td>
</tr>
<tr>
<td>13 years</td>
<td>15.34 hours</td>
</tr>
<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, state registered domestic partner, child or parent (including step), of the employee or spouse. 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 Family and Medical Leave. The County agrees to provide leave to any eligible employee covered by this Agreement, consistent with the state and federal law. Employees eligible for statutory leave may elect to use any combination of accrued paid leave and unpaid leave. Employees absent due to work-related injury may use paid leave accruals for the portion of pay not provided through time loss.

If an employee has used a total of 480 hours (pro-rated based on FTE) of statutory leave, paid or unpaid, during County employment, he or she will be required to exhaust all but 40 hours of available accruals before using unpaid FMLA leave.

9.2 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.

9.3 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.

9.4 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 twenty-one (21) 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 2017, each wage step of the 2016 salary matrix will increase by 2.25%. Effective the first full pay period in 2018, each step of the 2017 hourly matrix shall be increased by 2.5%.

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 email the designated department contacts that the job is vacant and the specific details will be available on the County’s internal website. The designated department contact shall electronically distribute or physically post the email notification for six (6) working days. 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 hourly rate.

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.

Section 22.2 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 ample 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 Plan Year 2017, the County shall fund a Cap Medical plan up to $1,234.80 per month for each eligible employee for full family medical coverage. For Plan Year 2018, the County shall fund the self-insured Medical Plan at $1,297 per month for each eligible employee for full family medical coverage. 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 Self-insured Plans may require modification during the life of the agreement in order that coverage can be provided within the County’s contribution as established above. 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 Medical 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 Plan 2000 – Non-Qualified High Deductible. For Plan Years 2017 and 2018, 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.

23.2.2 Qualified High Deductible Plan (QHDHP) and Health Savings Account. For Plan Years 2017 and 2018, employees may elect to participate in the Qualified High Deductible Plan with no payroll deduction. Employees 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 2017 and 2018 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. **Qualified High Deductible Plan.** 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 Qualified High Deductible Health 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.

23.2.3 **Optional Contributory Plan.** For Plan Years 2017 and 2018, employees may elect to buy-up to the optional Contributory Plan via authorized monthly payroll deduction as set forth in the Summary of Medical Plan Changes published prior to open enrollment for the next plan year. Should the County’s Benefit Consultant’s Renewal Projection for 2017 or 2018 be more than amount set forth in Article 23.2 a), modifications to the plan will be made to the plan per Article 23.2 b).

**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.

23.3.1 **Employees Working Less than 1.0 FTE.** Employees in budgeted positions of less than 1.0 FTE, and not participating in a voluntary job share agreement pursuant to LOU #2, shall contribute a prorated cost for the medical plan they chose in relation to their budgeted full-time equivalency (FTE) for full family medical coverage. This provision does not apply to any current employee in a 0.9 FTE position who was hired before January 2017.

**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 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, 2018. Negotiations shall begin at least ninety (90) days prior to expiration.

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 4th day of April, 2017.

PROFESSIONAL AND TECHNICAL EMPLOYEES, LOCAL NO. 17

Behnaz Nelson
Executive Director

James Hayes
Bargaining Unit Committee Member

Wendy Porter
Bargaining Unit Committee Member

Annie Costello
Local 17 Union Representative

WHATCOM COUNTY

Jack Louws
Whatcom County Executive

DATE COUNCIL APPROVED:

APPROVED AS TO FORM:

Daniel Gibson
Chief Deputy Prosecuting Attorney

Local 17 CBA 4/4/17 – 12/31/2018
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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# ADDENDUM B

## Wages

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<td>$6,134</td>
<td>$6,257</td>
<td>$6,262</td>
<td>$6,276</td>
<td>$6,291</td>
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<td>$6,341</td>
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<td>51</td>
<td>$5,125</td>
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<td>$5,921</td>
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<td>$6,678</td>
<td>$6,810</td>
<td>$6,815</td>
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<td>$7,460</td>
<td>$7,481</td>
<td>$7,510</td>
<td>$7,535</td>
<td>$7,565</td>
</tr>
</tbody>
</table>
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).

<table>
<thead>
<tr>
<th>Payroll Week</th>
<th>Day</th>
<th>Actual Time at Work (e.g. 8:00am – 5:00pm)</th>
<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>
</tr>
</thead>
<tbody>
<tr>
<td>Week #1</td>
<td>Sunday</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Monday</td>
<td></td>
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<tr>
<td></td>
<td>Tuesday</td>
<td></td>
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<td></td>
<td>Wednesday</td>
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<td></td>
<td>Thursday</td>
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<td></td>
<td>Friday</td>
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<td></td>
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<tr>
<td></td>
<td>Saturday</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td></td>
<td><strong>Total Per Week</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Week #2      | Sunday   |                                             |                                          |                                    |                                 |
|              | Monday   |                                             |                                          |                                    |                                 |
|              | Tuesday  |                                             |                                          |                                    |                                 |
|              | Wednesday|                                             |                                          |                                    |                                 |
|              | Thursday |                                             |                                          |                                    |                                 |
|              | Friday   |                                             |                                          |                                    |                                 |
|              | Saturday |                                             |                                          |                                    |                                 |
|              | **Total Per Week** | |                                          |                                    |                                 |

<table>
<thead>
<tr>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee</td>
<td></td>
</tr>
<tr>
<td>Supervisor</td>
<td></td>
</tr>
<tr>
<td>Division Manager</td>
<td></td>
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<tr>
<td>Director or Designee</td>
<td></td>
</tr>
<tr>
<td>Human Resources</td>
<td></td>
</tr>
<tr>
<td>Executive’s Office</td>
<td></td>
</tr>
</tbody>
</table>
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>
<thead>
<tr>
<th>JOB SHARE POSITION:</th>
<th>POSITION ID:</th>
</tr>
</thead>
<tbody>
<tr>
<td>DEPARTMENT:</td>
<td>SUPERVISOR:</td>
</tr>
<tr>
<td>PARTICIPANT A:</td>
<td>PARTICIPANT B:</td>
</tr>
<tr>
<td>HOURS/MONTH:</td>
<td>HOURS/MONTH:</td>
</tr>
<tr>
<td>Health &amp; Welfare Benefits</td>
<td>□ Yes □</td>
</tr>
<tr>
<td>No</td>
<td>No</td>
</tr>
</tbody>
</table>

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**

<table>
<thead>
<tr>
<th>CHOICES</th>
<th>PARTICIPANT A (initial choice below)</th>
<th>PARTICIPANT B (initial choice below)</th>
</tr>
</thead>
<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>
<td></td>
<td></td>
</tr>
<tr>
<td>I opt out of medical coverage for my dependents.</td>
<td></td>
<td></td>
</tr>
</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.
### 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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<tbody>
<tr>
<td>Originator:</td>
<td>ELS</td>
<td></td>
<td></td>
<td>3/16/17</td>
<td></td>
</tr>
<tr>
<td>Division Head:</td>
<td>JG</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dept. Head:</td>
<td>JH</td>
<td>3/20/17</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prosecutor:</td>
<td>KAI</td>
<td>3/23/17</td>
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<td></td>
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<tr>
<td>Purchasing/Budget:</td>
<td>BB</td>
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<td>3/26/17</td>
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<td></td>
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<tr>
<td>Executive:</td>
<td>KAI</td>
<td>3/23/17</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### TITILE OF DOCUMENT:
Request approval for the County Executive to award Bid #17-07 and enter into a construction contract for 2017 Hot Mix Asphalt Prelevel at Various Locations.

### ATTACHMENTS:
1. Request Memo
2. Approval for Construction Contract Award (Endorsed by County Executive)
3. Project Location Summary with Quantities
4. Bid Tabulation
5. Low Bid Proposal

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:
(request text)

Request approval for the County Executive to award Bid #17-07 and enter into a construction contract for 2017 Hot Mix Asphalt Prelevel at Various Locations, to the lowest bidder, Granite Construction, Inc., in the amount not to exceed $1,545,861.00.

### COMMITTEE ACTION:

### COUNCIL ACTION:

### Related County Contract #:

### Related File Numbers:

### Ordinance or Resolution Number:

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

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

Through: Jon Hutchings, Public Works Director

From: Eric L. Schlehuber, Public Works Equipment Services Manager

Jeff Gollen, Public Works Maintenance and Operations Superintendent

Date: March 15, 2017

Re: Bid #17-07, 2017 Hot Mix Asphalt Prelevel at Various Location; Construction Contract Award

Requested Action

Approval requested to award the bid and subsequent standard construction contract for the 2017 Hot Mix Asphalt Prelevel at Various Locations to the lowest responsive bidder, Granite Construction in Bellingham, Washington, in an amount not to exceed $1,545,861.00.

Attached for your review and signature is the standard construction contract award package consisting of:

- Agenda Bill
- Memo
- Approval for Contract Award (endorsed by the County Executive)
- Project Location Summary with Quantities
- Bid Tabulation (of all bids)
- Low Bid Proposal

Background and Purpose

Bids were duly advertised and submitted for the annual hot mix asphalt prelevel at various locations. As part of the annual maintenance and repair on various county roads and on county road projects, the Public Works Maintenance and Operations Division contracts out the prelevel project. Two bid responses were received Tuesday, March 14, 2017. See the attached Bid Tabulation sheet for details on the two bid proposals received and the Project Location Summary with Quantities sheet for details on the specific locations around the County proposed for the prelevel project. Factoring in costs for mobilization, signing and traffic control, pavement repair, seeded lawn installation, and hot mix asphalt (prelevel 3/8"), Granite Construction is the overall lowest responsive bidder for the 2017 Hot Mix Asphalt Prelevel Project.

Funding Amount and Source

These are regularly budgeted expenditures for prelevel and adequate funds exist within the 2017 Road Fund Budget.
- **Recommended Action**
  Please approve this purchase and forward to the Executive and the Whatcom County Council for approval at the April 4, 2017, Whatcom County Council Meeting. Please contact Jeff Gollen at extension 6419 if you have any questions or concerns.

Enclosures

In accordance with WCC 3.08.030, I concur with this recommendation.

[Signature]

Sara Winger, Purchasing Coordinator

[Date]

03/24/2017
## BID TABULATION

### 2017 Hot Mix Asphalt Prelevel at Various Locations

**Bid #17-07**

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>QUANTITY</th>
<th>ITEM</th>
<th>ENGINEER ESTIMATE</th>
<th>GRANITE CONSTRUCTION</th>
<th>WHATCOM BUILDERS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>UNIT PRICE</td>
<td>UNIT PRICE</td>
<td>UNIT PRICE</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>TOTAL</td>
<td>TOTAL</td>
<td>TOTAL</td>
</tr>
<tr>
<td>1</td>
<td>LUMP SUM</td>
<td>Mobilization</td>
<td>$ 35,000.00</td>
<td>$ 28,000.00</td>
<td>$ 32,000.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>L.S. $ 35,000.00</td>
<td>L.S. $ 28,000.00</td>
<td>L.S. $ 32,000.00</td>
</tr>
<tr>
<td>2.a</td>
<td>LUMP SUM</td>
<td>Traffic Control Supervisor (TCS)</td>
<td>$ 15,000.00</td>
<td>$ 6,000.00</td>
<td>$ 11,000.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>L.S. $ 15,000.00</td>
<td>L.S. $ 6,000.00</td>
<td>L.S. $ 11,000.00</td>
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<tr>
<td>2.b</td>
<td>LUMP SUM</td>
<td>Traffic Control Devices</td>
<td>$ 5,000.00</td>
<td>$ 4,000.00</td>
<td>$ 9,000.00</td>
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<td></td>
<td>L.S. $ 5,000.00</td>
<td>L.S. $ 4,000.00</td>
<td>L.S. $ 9,000.00</td>
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<tr>
<td>2.c</td>
<td>1000 HOURS</td>
<td>Traffic Control Labor</td>
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<td>$ 50.00 Per Hour</td>
<td>$ 55.00 Per Hour</td>
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<td></td>
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<td>$ 50,000.00</td>
<td>$ 55,000.00</td>
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<td>3</td>
<td>FORCE ACCOUNT</td>
<td>Pavement Repair</td>
<td>$ 10,000.00</td>
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<td>$ 10,000.00</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>F.A. $ 10,000.00</td>
<td>F.A. $ 10,000.00</td>
<td>F.A. $ 10,000.00</td>
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<tr>
<td>4</td>
<td>FORCE ACCOUNT</td>
<td>Seeded Lawn Installation</td>
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<td>$ 5,000.00</td>
<td>$ 5,000.00</td>
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<td></td>
<td></td>
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<td>F.A. $ 5,000.00</td>
<td>F.A. $ 5,000.00</td>
<td>F.A. $ 5,000.00</td>
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<tr>
<td>5</td>
<td>46 EACH</td>
<td>Raise/Adjust All Manhole Rings to Finished Grade</td>
<td>$ 500.00 EACH</td>
<td>$ 330.00 EACH</td>
<td>$ 250.00 EACH</td>
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<td>$ 23,000.00</td>
<td>$ 15,180.00</td>
<td>$ 11,500.00</td>
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<tr>
<td>6</td>
<td>18,623 TONS</td>
<td>Hot Mix Asphalt Prelevel Class 3/8&quot; (Proposed Roads at Various Locations)</td>
<td>$ 70.00 Per Ton $ 1,303,610.00</td>
<td>$ 65.00 Per Ton $ 1,210,495.00</td>
<td>$ 66.50 Per Ton $ 1,238,429.50</td>
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<tr>
<td>7</td>
<td>3,503 TONS</td>
<td>Hot Mix Asphalt Prelevel Class 3/8&quot; (Alternate Roads at Locations)</td>
<td>$ 70.00 Per Ton $ 245,210.00</td>
<td>$ 62.00 Per Ton $ 217,186.00</td>
<td>$ 63.00 Per Ton $ 220,689.00</td>
</tr>
</tbody>
</table>

### TOTAL BID

- **Engineer Estimate:** $1,695,820.00
- **Granite Construction:** $1,545,861.00
- **Whatcom Builders:** $1,592,618.50

---

I hereby certify that the amounts shown herein are a correct and accurate representation of the amounts from the Engineering estimate and represents the bid proposals opened at 2:30 p.m., March 14, 2017 for the 2017 Hot Mix Asphalt Prelevel at Various Locations, Bid #17-07.

Joseph P. Rutan, P.E., County Engineer/Public Works Assistant Director

On this _24_ day of _March_, 2017, before me personally appeared Joseph P. Rutan, to me personally known to be the person described in and who executed the above instrument and who acknowledged to me the act of signing thereof.

SANDRA L. MOORE

NOTARY PUBLIC, in and for the State of Washington, residing at: Bellingham, WA

My Commission Expires: _08-29-2018_
2017 Hot Mix Asphalt Prelevel at Various Locations

Bid #17-07

APPROVAL FOR CONTRACT AWARD

Approval is hereby granted to award the construction contract as follows:

PROJECT: 2017 Hot Mix Asphalt Prelevel at Various Locations

To: Granite Construction

In the amount of their bid proposal of $1,545,861.00 including all taxes.

WHATCOM COUNTY
Approved:

______________________________
Jack Louws
Whatcom County Executive

______________________________
Date

Approved as to form:

______________________________
Daniel L. Gibson
Chief Civil Deputy Prosecutor

______________________________
3/23/17
Date
2017 PRELEVEL - BID NO. 17-07
PROJECT LOCATION SUMMARY WITH QUANTITIES
PROPOSED & ALTERNATE ROADS

DESCRIPTION OF WORK
This project includes all labor, equipment, and materials necessary to furnish, lay, and compact approximately 22,126 tons of Hot Mix Asphalt Class 3/8” at various locations (includes both Proposed and Alternate Roads). Other work will include flagging and tack coat. Tack coat is to be applied when matching road to asphalt driveway. For estimating purposes only, the average thickness of hot mix asphalt has been estimated at 1¼ inches (0.125-feet). All work shall be completed in accordance with the Special Provisions and the Standard Specifications, including the amendments thereto. All materials, equipment, labor, and other miscellaneous items required to complete the work shall be furnished by the Contractor.

LOCATION AND ORDER OF WORK
The project location and approximate tonnage at each location for Hot Mix Asphalt Class 3/8” are:

<table>
<thead>
<tr>
<th>Road No.</th>
<th>Road Name</th>
<th>Mile Post</th>
<th>Total Lane Feet</th>
<th>C/L Miles Per Road</th>
<th>Tons Per Road</th>
</tr>
</thead>
<tbody>
<tr>
<td>23892</td>
<td>Valley View Road</td>
<td>0.055 to 1.171</td>
<td>11,784.96</td>
<td>1.12</td>
<td>1232</td>
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<td>Valley View Road</td>
<td>1.375 to 1.456</td>
<td>855.36</td>
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<td>89</td>
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<td>Valley View Road</td>
<td>1.544 to 1.657</td>
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<td>Valley View Road</td>
<td>1.741 to 2.011</td>
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<td>23892</td>
<td>Valley View Road</td>
<td>2.112 to 2.333</td>
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<td>35200</td>
<td>Sweet Road</td>
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<td>23893</td>
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<td>23893</td>
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<td>Delta Line Road</td>
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<td>C/L Miles Per Road</td>
<td>Tons Per Road</td>
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Subtotal - Proposed Roads | 173,067.84 | 16.39 | 18,623
## Proposed Prelevel Worksheet - Alternate Roads

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<tr>
<th>Road No.</th>
<th>Road Name</th>
<th>Mile Post</th>
<th>Total Lane Feet</th>
<th>C/L Miles Per Road</th>
<th>Tons Per Road</th>
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<tbody>
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<tr>
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<td>422.40</td>
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Subtotal - Alternate Roads: 39,589.44  3.75  3,503

Total Proposed and Alternate Roads: 212,657.28  20.14  22,126

Additional locations may need to be included depending on the condition of the roadway at the time of work.
Date: March 14, 2017

TO: Whatcom County Executive and Council  
Whatcom County Courthouse  
311 Grand Avenue  
Bellingham, Washington 98225

Gentlepersons:

This certifies that the Undersigned has examined the location of the project site and the conditions of work; and has carefully read and thoroughly understands the contract documents entitled: “2017 Hot Mix Asphalt Prelevel at Various Locations”, Whatcom County, Washington, including the “Bid Procedures and Conditions”, “Specifications and Conditions”, “Contract Forms” and “Plans” governing the work embraced in this project, and the method by which payment will be made for said work.

The Undersigned hereby proposes to undertake and complete the work embraced in this project in accordance with said contract documents, and agrees to accept as payment for said work, the schedule of lump sum and unit prices as set forth in the “Bid” below.

The Undersigned acknowledges that payment will be based on the actual work performed and material used as measured or provided for in accordance with the said contract documents, and that no additional compensation will be allowed for any taxes not included in each lump sum or unit price, and that the basis for payment will be the actual work performed and measured or provided for in accordance with the said contract documents.

Company Name:  
GRANITE CONSTRUCTION COMPANY

Submitted By:  
BOUDREY SMITH, SENIOR PROJECT MANAGER

(Name & Title of Authorized Official)

Signature of Authorized Official:  

Date:  
MARCH 14, 2017
### 2017 HOT MIX ASPHALT PRELEVEL
#### AT VARIOUS LOCATIONS
#### BID 17-07

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<th>ITEM NO.</th>
<th>APPROXIMATE QUANTITY</th>
<th>ITEM &amp; WRITTEN UNIT PRICE</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
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<td>LUMP SUM</td>
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<td>[In accordance with WSDOT 2016 Standard Specifications]</td>
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<td>1000 HOURS</td>
<td>TRAFFIC CONTROL - LABOR</td>
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<td></td>
<td>[In accordance with WSDOT 2016 Standard Specifications]</td>
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<td>46 EACH</td>
<td>RAISE/ADJUST ALL MANHOLE RINGS TO FINISHED GRADE. [See Section 1-04, Figure 1, page 20.]</td>
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<td>Three Hundred &amp; Thirty Dollars</td>
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<td>18,623 TONS</td>
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<td>7.</td>
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Page 10 of 71
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<th>TOTAL BID – ITEMS 1 THROUGH 7</th>
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<tr>
<td>One Million Five Hundred &amp; Forty Five Thousand Eight Hundred &amp; Sixty One</td>
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<td>DOLLARS &amp; No/100</td>
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<tr>
<td>CENTS</td>
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(Written Total Price)
NON-COLLUSION DECLARATION

2017 HOT MIX ASPHALT PRELEVEL
AT VARIOUS LOCATIONS
BID 17-07

I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:

1. That the undersigned person(s) firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

2. That by signing the signature page of this proposal, I am deemed to have signed and have agreed to the provisions of this declaration.

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (USDOT) operates the above toll-free “hotline” Monday through Friday, 8:00 AM to 5:00 PM Eastern Time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the “hotline” to report such activities.

The “hotline” is part of USDOT’s continuing effort to identify and investigate highway construction contract fraud and abuse, and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.
PROPOSAL FOR INCORPORATING RECYCLED MATERIALS INTO THE PROJECT

2017 HOT MIX ASPHALT PRELEVEL
AT VARIOUS LOCATIONS
BID 17-07

In compliance with a new law that went into effect January 1, 2016 (SHB1695), the Bidder shall propose below the total percentage of construction aggregate and concrete materials to be incorporated into the Project that are recycled materials. Calculated percentages must be within the amounts allowed in Section 9-03.21(1)E, Table on Maximum Allowable Percent (By Weight) of Recycled Material, of the Standard Specifications.

Proposed total percentage: 20 percent (maximum of 20% by weight).

Note: Use of recycled materials is highly encouraged within the limits shown above, but does not constitute a Bidder Preference, and will not affect the determination of award, unless two or more lowest responsive Bid totals are exactly equal, in which case proposed recycling percentages will be used as a tie-breaker, per the APWA GSP in Section 1-03.1 of the Special Provisions. Regardless, the Bidder's stated proposed percentages will become a goal the Contractor should do its best to accomplish. Bidders will be required to report on recycled materials actually incorporated into the Project in accordance with the APWA GSP in Section 1-06.6 of the Special Provisions.

Bidder: GRANITE CONSTRUCTION COMPANY

Signature of Authorized Official: Boudrey Smith, Senior Project Manager

Date: March 14, 2017
BIDDER IDENTIFICATION

The name of the Bidder submitting this proposal, the address and phone number to which all communications concerned with this proposal shall be made, and the number which has been assigned indicating the Bidder is licensed to do business in the State of Washington are as follows:

Firm Name: GRANITE CONSTRUCTION COMPANY
Address: 3876 HANNEGAN ROAD
          BELLINGHAM, WA 98226
Telephone Number: 360-676-2450           Fax Number: 360-733-6735
Contact Name: BOUDREY SMITH, SENIOR PROJECT MANAGER
Contact Phone: 360-676-2450
Contact Email: boudrey.smith@gcinc.com
Contractor’s WA Registration Number: GRANICC916DL
Contractor’s WA UBI Number: 409 023 062
Contractor’s WA Employment Security Number: 232166009
Contractor’s WA Excise Tax Registration Number: 409 023 062

The Firm submitting this proposal is a:

[ ] Sole Proprietorship
[ ] Partnership
[☒] Corporation

The names and titles of the principal officers of the corporation submitting this proposal, or of the partnership, or of all persons interested in this proposal as principals are as follows:

SEE ATTACHED

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

NOTE: Signatures of this proposal must be identified above. Failure to identify the Signatories will be cause for considering the proposal irregular and for subsequent rejection of the bid.
BID PROPOSAL SIGNATURE AND ADDENDUM ACKNOWLEDGMENT

The Bidder is hereby advised that by signature of this proposal he/she is deemed to have acknowledged all requirements and signed all certificates contained herein. The undersigned hereby agrees to pay labor not less than the prevailing rates of wages or less than the hourly minimum rate of wages as specified in the Specifications and Conditions for this project.

CASHIER'S CHECK □ _____________________________ DOLLARS

CERTIFIED CHECK □ ($______________________) PAYABLE TO WHATCOM COUNTY

PROPOSAL BOND ☑ ($______________________) IN THE AMOUNT OF 5% OF THE BID

Receipt is hereby acknowledged by addendum(s) No.(s) ____, ____ & ____.

SIGNATURE OF AUTHORIZED OFFICIAL(S)

(Proposal Must Be Signed)

BOUDREY SMITH, SENIOR PROJECT MANAGER

Firm Name: GRANITE CONSTRUCTION COMPANY

STATE OF WASHINGTON }
COUNTY OF WHATCOM } ss.

On this 14 day of MARCH, 2017, before me personally appeared Boudrey Smith to me known to be the person described in and who executed the above instrument and who acknowledged to me the act of signing sealing thereof.

Carré A. Chonzena
NOTARY PUBLIC in and for the State of Washington, residing at SULTAN

My commission expires: 7/2/2020

NOTE: This proposal form is not transferable and any alteration of the firm's name entered hereon without prior permission from Whatcom County will be cause for considering the proposal irregular and for subsequent rejection of the bid.
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Granite Construction Company

of, 1525 E. Marine View Drive, Everett, WA as Principal, and Travelers Casualty and Surety Company of America a corporation organized and doing business under and by virtue of the laws of the State of Connecticut and duly licensed to conduct a general surety business in the State of Washington as Surety, are held and firmly bound unto Whatcom County, a Municipal Corporation and Charter County in the State of Washington, in the full and penal sum of five percent (5%) of the total amount of the bid proposal of said Principal for the work hereinafter described, for which payment, well and truly to be made, we firmly bind ourselves, our heirs, executors, administrators and assigns, and successors and assigns, jointly and severally by these presents.

The condition of this bond is such that, whereas, the Principal herein is herewith submitting his or its bid proposal for 2017 Hot Mix Asphalt Prelevel at Various Locations, said bid proposal, by reference thereto, being hereby made a part hereof.

NOW, THEREFORE, if the said bid proposal submitted by the said Principal be accepted, and the contract be awarded to said Principal, and if said Principal shall duly make and enter into and execute said contract and shall furnish the performance bond as required by the bidding and contract documents within a period of ten (10) days from and after said award, exclusive of the day of such award, then its obligation to pay the above-mentioned penal sum as liquidated damages shall be null and void, otherwise it shall remain and be in full force and effect.

SIGNED AND SEALED, this 3rd day of March 2017.

PRINCIPAL

Granite Construction Company

By: Bo Smith (Seal)

Print: Bo Smith

ATTORNEY-IN-FACT, SURETY

Travelers Casualty and Surety Company of America

By: Ashley Stinson, Attorney-in-Fact

Print: Ashley Stinson

The Attorney-In-Fact (Resident Agent) who executes this bond on behalf of the surety company must attach a copy of his Power-of Attorney as evidence of his authority.
ACKNOWLEDGMENT

State of California
County of Santa Cruz

On March 3, 2017 before me, V.J. Fox, Notary Public
(insert name and title of the officer)

personally appeared Ashley Stinson

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

V.J. Fox, Notary Public
POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In-Fact No. 228138

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint John D. Gilliland, Jigisha Desai, Kathleen Schreckengost, Catherine Gustavson, Ashley Stimson, and Lillian Tse of the City of Watsonville, State of California, their true and lawful Attorney(s)-In-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power of Attorney is limited to bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof for Granite Construction Incorporated and all subsidiaries and affiliates, alone or in joint venture.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 26th day of June, 2014.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

State of Connecticut
City of Hartford ss.

By: ____________________________
Robert L. Raney, Senior Vice President

On this the 26th day of June, 2014, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereto set my hand and official seal.

My Commission expires the 30th day of June, 2016.

______________________________
Marie C. Tetreault, Notary Public
This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and affixed the seals of said Companies this March 3, 2017

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.
SUBCONTRACTOR LIST

WHATCOM COUNTY DEPARTMENT OF PUBLIC WORKS

SUBCONTRACTOR LIST
Prepared in compliance with RCW 39.30.060 as amended

TO BE SUBMITTED WITH THE BID PROPOSAL

Project Name: 2017 Hot Mix Asphalt Prelevel at Various Locations

Failure to list subcontractors who are proposed to perform the work of heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical work as described in Chapter 19.28 RCW will result in your bid being non-responsive and therefore void.

Subcontractor(s) that are proposed to perform the work of heating, ventilation and air conditioning, plumbing as described in Chapter 18.106 RCW, and electrical work as described in Chapter 19.28 RCW must be listed below. The work to be performed is to be listed below the subcontractor(s) name.

If no subcontractor is listed below, the bidder acknowledges that it does not intend to use any subcontractor to perform those items of work.

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Page 17 of 71
GRANITE CONSTRUCTION COMPANY

CERTIFICATE OF SECRETARY

RESOLVED, that, effective January 1, 2017 through December 31, 2017, the individuals named on the attached Exhibit 1 are authorized to negotiate, execute and/or attest electronic and paper documents and contracts necessary for the conduct of the Company’s affairs with respect to the submission and execution of construction project bids, bid proposals, bid addenda and all other bid-related documents prepared and submitted on behalf of the Company not to exceed $25 million, relating to any and all domestic construction projects arising out of the Company’s operations.

RESOLVED, that, effective January 1, 2017 through December 31, 2017, the individuals named on the attached Exhibit 2 are authorized to negotiate, execute and attest electronic and paper documents and contracts necessary for the conduct of the Company’s affairs with respect to the submission and execution of construction project bids, bid proposals, bid addenda and all other bid-related documents prepared and submitted on behalf of the Company not to exceed $75 million, relating to any and all domestic construction projects arising out of the Company’s operations.

RESOLVED FURTHER, that the authority provided for herein shall be in accordance with applicable policies, procedures and limits of authority previously approved and the Granite Construction Incorporated Delegation of Authority and Policy then in effect.

I, Richard A. Watts, do hereby certify that I am duly qualified as Secretary of GRANITE CONSTRUCTION COMPANY, a California corporation (the “Company”); that the foregoing is a true and correct copy of resolutions duly adopted effective December 19, 2016 by unanimous written consent of the Executive Committee of the Board of Directors, held without a meeting in accordance with the provisions of Article III, Section 9 of the Bylaws of the Company; that the Directors acting were duly and regularly elected; and that the resolution adopted has not been modified or repealed and is still in full force and effect.

Dated: December 22, 2016

Richard A. Watts
AUTHORIZED SIGNERS
Granite Construction Company
Northwest Group
Washington Region

AUTHORIZED SIGNERS
Carter Rohrbough, VP Washington Region
Cevin Ladwig Sr., Eastern WA Area Manager
Michael A. Stein, Western WA Area Manager
Paul Harding, Southwest WA Area Manager
Boudrey J. Smith, Senior Project Manager
Jeremy Deemer, Olympia Area Manager
  Ron D. Egge, Senior Estimator
  Travis Walken, Chief Estimator
  J. Peter Welch, Senior Estimator
  Sonny Chavez, Regional Controller
Andrew B. Thompson, Senior Project Manager
  Jason Halverson, Senior Estimator
  James Prouty, Senior Estimator
  Phil Meenach, Senior Estimator
  James Gartside, Senior Estimator
  Bradley Estes, Plants Manager
  Allen Chatriand, Project Manager

ATTESTORS
Cevin Ladwig Sr., Eastern WA Area Manager
Michael A. Stein, Western WA Area Manager
Paul Harding, Southwest WA Area Manager
Boudrey J. Smith, Senior Project Manager
Jeremy Deemer, Olympia Area Manager
  Ron D. Egge, Senior Estimator
  Travis Walken, Chief Estimator
  J. Peter Welch, Senior Estimator
  Jason Halverson, Senior Estimator
  James Prouty, Senior Estimator
  Phil Meenach, Senior Estimator
  James Gartside, Senior Estimator
  Bradley Estes, Plants Manager
  Sonny Chavez, Regional Controller
Andrew B. Thompson, Senior Project Manager
  Linda Knight, Estimating Assistant
  Carol Chonzena, Estimating Assistant
  John Newby, Estimating Assistant
EXHIBIT 2

AUTHORIZED SIGNERS
Granite Construction Company
Northwest Group

AUTHORIZED SIGNERS
Kyle T. Larkin, VP Nevada Region
Bradley D. Sweet, VP Utah Region
Derek Betts, VP Alaska Region
Todd Keller, VP Arizona Region
Carter Rohrbough, VP Washington Region
### CLEARANCES

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### TITLE OF DOCUMENT:

Presentation - Dan McShane on CAO Article 3, Geohazards

### ATTACHMENTS:

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

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

Presentation by Dan McShane regarding Critical Areas Ordinance Article 3, Geohazards.

### COMMITTEE ACTION:

### COUNCIL ACTION:

### Related County Contract #:

### Related File Numbers:

### Ordinance or Resolution Number:

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

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**TITLE OF DOCUMENT:**
Presentation by Don Easterbrook for Public Works Health & Safety Committee

**ATTACHMENTS:**

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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.)
Presentation by Don Easterbrook for Public Works Health & Safety Committee

**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.*
1. The USGS volcanic hazards map is 22 years old and is obsolete. Much new data is available.

2. The USGS map contains serious geologic errors that make it invalid as a basis for writing regulations.

3. The USGS map incorrectly shows lahars extending from Everson to Bellingham Bay, based on the assumption that “in all likelihood this debris flow traveled all the way to Puget Sound.” Geologic evidence shows that this assumption is false and the USGS map is wrong.

4. The 6,800-year-old lahar flowed past Everson through Sumas to the Fraser River, not to Bellingham Bay, because it couldn’t make the right angle bend in the floodplain at Everson due to its momentum. Any future lahar is likely to do the same.

5. The USGS map incorrectly shows lava flows and pyroclastic flows extending far downvalley to Glacier.

6. The probability of a lahar flowing down the Nooksack floodplain is nowhere less than once in 10,000 years.

7. Computer models won’t tell us anything that we don’t already know.

8. The proposed regulations do not improve the safety of residents on the floodplain at all.

9. The only way to protect the safety of floodplain residents is an early warning seismic system that can predict impending eruptions, coupled with an evacuation plan.
VOLCANIC HAZARDS FROM MT. BAKER
Don J. Easterbrook,
Emeritus Professor of Geology,
Western Washington University

Geologic Background


Among the many Mt. Baker papers published since 1995, the publications listed below best summarize the volcanic history of Mt. Baker: None of them are cited in the Potential Volcanic Hazard Area Regulations 16.16.310 report—the new data should be added because it has significant implications for regulations.

Determining volcanic hazards

Assessment of volcanic hazards can be approached in two different ways: (1) the probability that an event may happen based on the frequency of past events, and (2) the possibility of an event happening.

**Probability volcanic hazard maps** can be constructed, based on the recurring frequency of past events and their extent.

\[
\text{Volcanic hazard probability} = \frac{\text{Time span}}{\text{Number of occurrences}}
\]

For example, we can determine the probability of a lahar flowing down the Nooksack River by dividing a time interval by the number of times this has happened in the past. The only major lahar from Mt. Baker that flowed down the Nooksack River in the past 10,000 years occurred 6,800 years ago, so the probability of it happening now is 1 in 10,000. No lahars have been recognized in the Nooksack North Fork, so the probability of that happening now is zero.

**Potential volcanic hazard maps.** There is a significant difference between constructing a volcanic hazards map based on the frequency of past occurrences of events and a volcanic hazards map based on what *might possibly happen.* Just because the probability of an event happening is zero, doesn’t necessarily mean it couldn’t happen. For example, consider the possibility of a meteor striking Bellingham. That is possible, but should we move Bellingham underground for safety? A meteor has never struck Bellingham, so the probability of that is zero and we probably wouldn’t move Bellingham underground.

In a similar fashion, no lahars have been recognized in the Nooksack North Fork, so the probability of such an occurrence is zero, but that doesn’t mean it couldn’t happen because Mt. Baker lies in the headwaters and lahars *might possibly* occur in the future. The 1995 USGS volcanic hazards map (Fig. 1) is a map of potential hazards and includes areas that have never experienced lahars, but could do so in the future.

The map currently proposed for writing of volcanic hazards regulations is based on the 1995 USGS map and does not include data in the nine publications listed above. It is 22 years out of date and needs to be updated.

![Figure 1. USGS 1995 volcanic hazards map. Note that the map incorrectly shows lahars (volcanic mudflows) extending all the way to Bellingham Bay (purple), and incorrectly shows pyroclastic flows (hot mixtures of lava, gas, and rock debris) and lava flows (yellow) extending all the way down Glacier Creek to the town of Glacier and down Wells Creek to the Nooksack North Fork.](image)

Figure 2 shows the proposed volcanic hazards map to be used for writing volcanic hazard regulations for the area. Note that it shows incorrectly lahars extending all the way downstream to Bellingham Bay and lavas and pyroclastic flows extending to the town of Glacier and the upper North Fork.
What's wrong with these maps?

1. They are badly out of date (22 years old) and do not contain data from more the 30 publications since 1995.

2. Lahars (volcanic mudflow) hazard: Both the 1995 USGS map and the Planning Dept map show a lahar extending down the lower Nooksack from Everson to Bellingham Bay. However, peat bogs in ancient channels of the Nooksack River near Everson show uninterrupted peat deposition for the past ~10,000 years with no sign of any interruption to accumulation of organic material in the bog. This means that no lahar has flowed into Bellingham Bay over the past 10,000 years.

3. Lava flows and pyroclastic flow hazards: The 1995-based map shows the lava flow and pyroclastic flow (mixture of hot gases, lava, and fragmental material) hazard extending down Glacier Creek to the town of Glacier and down the entire length of Wells Creek to the North Fork. However, mapping of Mt. Baker lava flows (see Figure 3) shows them to be entirely restricted to the vicinity of the main cone. No lava flows or pyroclastic flows have flowed this far downvalley, nor are they likely to.
Figure 3. Extent of lava flows from Mt. Baker cone (outlined in dark lines). Numbers are ages of the flows in thousands of years. No lava flows or pyroclastic have flowed more than a few miles from the summit cone. (From Easterbrook, 2016, modified from Hildreth et al, 2003)

**Potential volcanic hazard area regulations**

*Volcanic hazard areas* are divided into zones affected by different hazards. Lahar hazard zones are outlined below and shown in Figure 4:

1. **Lahar Hazard Zone A** – Includes all areas potentially impacted by *pyroclastic and lava flows*.

2. **Lahar Hazard Zone B** – Includes all areas impacted by cohesive lahars that originate as enormous avalanches of weak, chemically-altered rock and *large noncohesive lahars* that are located within 1 hour travel time from the source event. This includes all areas upstream from Nugent’s Corner, extending up the Middle Fork Nooksack River to Mosquito Lake and up the Nooksack North Fork to Glacier.

3. **Lahar Hazard Zone C** – Includes all areas that may be impacted by cohesive lahars that originate as enormous avalanches of weak, chemically-altered rock and *large noncohesive lahars* downstream from Nugent’s Corner and extending downstream to Everson and Sumas.

4. **Lahar Hazard Zone D** – Includes all areas that may be impacted by cohesive lahars that originate as enormous avalanches of weak, chemically-altered rock and *large noncohesive lahars* downstream from Everson to Bellingham Bay, and to Sumas. Lahars usually contain large volumes of logs, coarse debris, and sediment and thus differ substantially from normal floods.
Table 1. Volcanic Hazard Area Standards

<table>
<thead>
<tr>
<th>Facility/Occupancy List</th>
<th>A</th>
<th>B Nugents Corner to Glacier</th>
<th>C Nugents Corner to Everson</th>
<th>D Everson to Bellingham Bay</th>
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</thead>
<tbody>
<tr>
<td>Essential Facilities</td>
<td>Not Allowed</td>
<td>Not Allowed</td>
<td>Not Allowed</td>
<td>Not Allowed</td>
</tr>
<tr>
<td>Hazardous Facilities</td>
<td>Not Allowed</td>
<td>Not Allowed</td>
<td>Not Allowed</td>
<td>Not Allowed</td>
</tr>
<tr>
<td>Special Occupancies</td>
<td>Not Allowed</td>
<td>Limited to 50 person occupant load.</td>
<td>Limited to 100 person occupant load.</td>
<td>Development shall meet the requirements of Article 4. Frequently Flooded Areas.</td>
</tr>
<tr>
<td>Covered Assemblies</td>
<td>Not Allowed</td>
<td>Limited to 100 person occupant load.</td>
<td>Limited to 200 person occupant load.</td>
<td>Development shall meet the requirements of Article 4. Frequently Flooded Areas.</td>
</tr>
<tr>
<td>Other Occupancies</td>
<td>Limited to single-family residences and accessory structures*</td>
<td>All permitted and administrative uses allowed per zoning with a maximum occupancy of 50</td>
<td>All permitted and administrative uses allowed per zoning with a maximum occupancy of 100</td>
<td>Development shall meet the requirements of Article 4. Frequently Flooded Areas.</td>
</tr>
</tbody>
</table>

* In the Glacier area all permitted and administrative uses shall be allowed, subject to the conditions of WCC 16 16.350(C 5) and a maximum occupancy of 25.

Figure 4. Restrictions of facilities and occupancies in lahar hazard zones.

"Essential facilities" (leftmost column in Fig. 4) means the following are not allowed anywhere in the lahar hazard zones between Bellingham Bay and Glacier.

1. Fire and police stations
2. Medical facilities
3. Jails
4. Government communications centers
5. Emergency response facilities
6. Power generating stations
7. Public utility facilities
8. Wastewater treatment plants.

"Hazardous facilities" means structures containing toxic or explosive chemicals.

"Special occupancy" means the following are not allowed anywhere in the lahar hazard zones between Bellingham Bay and Glacier.

1. Schools,
2. Daycare centers
3. Residences for incapacitated patients

"Covered assembly" means the following are not allowed anywhere in the lahar hazard zones between Bellingham Bay and Glacier.

1. Any structure having capacity for assemblies of large numbers of people, e.g. motels, large restaurants, convention centers, churches, theaters and other facilities.
Potential lahar hazard for the Nooksack floodplain between Everson and Bellingham Bay (Lahar zone D)

The Nooksack floodplain between Everson and Bellingham Bay is considered a lahar hazard zone in both the USGS 1995 report and the County Planning document and hazard map and thus none of the facilities listed above would be allowed in Ferndale, Everson, or anywhere else on the Nooksack floodplain.

Inclusion of the Nooksack floodplain from Everson to Bellingham Bay in the lahar hazard zone is not based on any physical evidence but rests solely on the assumption that the 6800-year-old lahar “in all likelihood this debris flow traveled all the way to Puget Sound.” However, in my recent mapping of the geology of Whatcom County, I discovered an abandoned, peat-filled channel of a former course of the Nooksack River just west of Everson (the yellow dashed line in Fig. 5). The peat has been accumulating since the channel was abandoned and is undisturbed by any lahar passing through this area. The base of the peat in the bottom of the channel is radiocarbon dated as 9,450 years $^{14}$C yrs before present (Fig. 5). Thus, no lahar has flowed down the Nooksack floodplain west of Everson in the past ~10,000 years and designation of the Nooksack floodplain between Everson and Bellingham Bay as a lahar hazard zone is based on an assumed event that never happened and the probability of it happening is zero.

Since the volcanic hazards map is a potential hazard map, we need to know if it is possible for a lahar in the future to flow down the floodplain between Everson and Bellingham Bay. We can answer this question by looking at what happened with the 6800-year-old lahar. Bore holes north of Sumas contain pebbles of Mt. Baker lava (which is a very distinctive rock type) so these sediments must have come from Mt. Baker. They are about the same age as the lahar, indicating that when the lahar approached Everson, its momentum prevented it from making the right angle bend into the lower Nooksack floodplain, and it swept straight through Sumas into the Fraser river (much like a heavy truck that can’t make a right angle turn at high speed. Thus, any future lahar is likely to do the same thing, leaving the lower Nooksack floodplain free of lahar hazards.

![Figure 5. Peat-filled former channel of the Nooksack River (red circle) just west of Everson. The margins of the former river channel are shown by yellow dashes. Basal peat in this channel is dated at 9,450 14C years before present. Uninterrupted peat deposition in the channel proves no lahar has come down the Nooksack floodplain west of Everson in the past 10,000 years.]

Thus, the classification of the Nooksack floodplain as a lahar hazard zone is erroneous, based on a false assumption, and the prohibition of fire and police stations, medical facilities, jails, government communications centers, emergency response facilities, power generating stations, public utility facilities, wastewater treatment plants, structures containing toxic or explosive chemicals, schools, daycare centers, residences for incapacitated patients, motels, large restaurants, convention centers, churches, theaters, and other facilities in Ferndale, Everson, or anywhere else on the lower Nooksack floodplain, is not justified. No lahar has flowed down this part of the Nooksack floodplain in the past 10,000 years, nor is one likely to do so in the future.
Potential lahar hazard from Nugent’s Corner to Everson and Sumas (Lahar Zone C)

The occurrence of pebbles from Mt. Baker in a subsurface layer the same age as the 6800-year-old lahar in boreholes north of Sumas indicates that the lahar swept northward from Everson through Sumas to the Fraser River (Fig. 6). This has happened once in the past 10,000 years but could possibly happen again.

Figure 6. Path of lahars in the Nooksack drainage. The 6800-year-old lahar didn’t make the right angle turn into the lower Nooksack floodplain but swept past the junction and continued northward through Sumas to the Fraser River. No lahars have flowed down the Nooksack North Fork.

The probability of a new lahar following this same path is once in 10,000 years, but the possibility of it happening is valid. The question then becomes does the risk of a lahar once in 10,000 years justify the prohibition of fire and police stations, medical facilities, jails, government communications centers, emergency response facilities, power generating stations, public utility facilities, wastewater treatment plants, structures containing toxic or explosive chemicals, schools, daycare centers, residences for incapacitated patients, motels, large restaurants, convention centers, churches, theaters, and other facilities in Nugent’s Corner, Everson, Sumas or anywhere else on the floodplain between Nugent’s Corner and Sumas?

Potential lahar hazard from Nugent’s Corner to Glacier and the Middle Fork of the Nooksack River (Lahar Hazard Zone B)

The floodplain from Nugent’s Corner to the confluence with the Nooksack Middle Fork was in the path of the 6800-year-old lahar (Fig. 6) that originated high in the Middle Fork drainage during an eruption. However, the Nooksack North Fork has not been affected by lahars in the last 10,000 years, so the probability of one happening in the future is zero, but because Glacier and Wells Creeks head on Mt. Baker, it is possible that a lahar could come down the North Fork in the future.
The probability of a lahar flowing down the Nooksack between Nugent’s corner and the Middle Fork junction with the North Fork is 1 in 10,000 years. The question here is does the risk of a lahar once in 10,000 years justify the prohibition of fire and police stations, medical facilities, jails, government communications centers, emergency response facilities, power generating stations, public utility facilities, wastewater treatment plants, structures containing toxic or explosive chemicals, schools, daycare centers, residences for incapacitated patients, motels, large restaurants, convention centers, churches, theaters, and other facilities in Nugent’s Corner, Deming, or anywhere else on the floodplain?

The situation in the North Fork is different because no lahars have come down it, so the probability of one happening is zero, but the possibility of one happening in future is not zero. So the question here is even though the probability of a lahar in the North Fork is zero, does the possible risk of a lahar justify the prohibition of fire and police stations, medical facilities, jails, government communications centers, emergency response facilities, power generating stations, public utility facilities, wastewater treatment plants, structures containing toxic or explosive chemicals, schools, daycare centers, residences for incapacitated patients, motels, large restaurants, convention centers, churches, theaters, and other facilities in Glacier or anywhere else on the North Fork floodplain?

Potential hazards from lava flows and pyroclastic flows

Both the USGS 1995 volcanic hazards map and the Planning Dept. map show lava flows and pyroclastic flows extending down Glacier Creek to the town of Glacier and down Wells Creek to its confluence with the Nooksack North Fork. However, no lava flows or pyroclastic deposits occur in these valleys, nor are they likely to, because they are restricted to the vicinity of Mt. Baker. Thus, no further consideration of these volcanic hazards need be made.

Will the proposed restrictions improve the safety of the population on the Nooksack floodplain from volcanic hazards?

Unfortunately, they will not. Although the regulations would limit the number of people in the floodplain, they would do nothing to improve the safety of the people who are there. Only an early warning system coupled with an evacuation plan can improve the safety of residents on the floodplain.

Early warning seismic monitoring and evacuating planning

Volcanic eruptions can be accurately predicted with modern seismic monitoring. Hundreds to thousands of earthquakes beneath a volcano precede eruptions. As lava rises to the surface, it creates a unique type of earthquake known as harmonic tremor, a type of continuous vibration that means eruption of lava is imminent.

Seismic early warning systems can alert people that an eruption is imminent in time to allow evacuation of areas having volcanic hazards. The only way to insure the safety of people on a floodplain in a volcanic hazard zone is by early warning from seismic monitoring and an evacuation plan.
VOLCANIC HAZARDS FROM MT. BAKER

Don J. Easterbrook,
Emeritus Professor of Geology,
Western Washington University

Geologic Background


Among the many Mt. Baker papers published since 1995, the publications listed below best summarize the volcanic history of Mt. Baker: None of them are cited in the Potential Volcanic Hazard Area Regulations 16.16.310 report—the new data should be added because it has significant implications for regulations.

Determining volcanic hazards

Assessment of volcanic hazards can be approached in two different ways: (1) the *probability* that an event may happen based on the frequency of past events, and (2) the *possibility* of an event happening.

**Probability volcanic hazard maps** can be constructed, based on the recurring frequency of past events and their extent.

Volcanic hazard probability = Time span / Number of occurrences

For example, we can determine the probability of a lahar flowing down the Nooksack River by dividing a time interval by the number of times this has happened in the past. The only major lahar from Mt. Baker that flowed down the Nooksack River in the past 10,000 years occurred 6,800 years ago, so the probability of it happening now is 1 in 10,000. No lahars have been recognized in the Nooksack North Fork, so the probability of that happening now is zero.

**Potential volcanic hazard maps.** There is a significant difference between constructing a volcanic hazards map based on the frequency of past occurrences of events and a volcanic hazards map based on what *might possibly happen*. Just because the probability of an event happening is zero, doesn’t necessarily mean it couldn’t happen. For example, consider the possibility of a meteor striking Bellingham. That is possible, but should we move Bellingham underground for safety? A meteor has never struck Bellingham, so the probability of that is zero and we probably wouldn’t move Bellingham underground.

In a similar fashion, no lahars have been recognized in the Nooksack North Fork, so the probability of such an occurrence is zero, but that doesn’t mean it couldn’t happen because Mt. Baker lies in the headwaters and lahars *might possibly* occur in the future. The 1995 USGS volcanic hazards map (Fig. 1) is a map of potential hazards and includes areas that have never experienced lahars, but could do so in the future.

The map currently proposed for writing of volcanic hazards regulations is based on the 1995 USGS map and does not include data in the nine publications listed above. It is 22 years out of date and needs to be updated.

![Figure 1. USGS 1995 volcanic hazards map. Note that the map incorrectly shows lahars (volcanic mudflows) extending all the way to Bellingham Bay (purple), and incorrectly shows pyroclastic flows (hot mixtures of lava, gas, and rock debris) and lava flows (yellow) extending all the way down Glacier Creek to the town of Glacier and down Wells Creek to the Nooksack North Fork.](image)

Figure 2 shows the proposed volcanic hazards map to be used for writing volcanic hazard regulations for the area. Note that it shows incorrectly lahars extending all the way downstream to Bellingham Bay and lavas and pyroclastic flows extending to the town of Glacier and the upper North Fork.
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**TITLE OF DOCUMENT:**
Departmental Updates to Council

**ATTACHMENTS:**

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<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.)

**Council Reporting Schedule - 2017**

2/21/2017: Public Works, Health & Safety - Public Works
3/7/2017: Finance & Admin Services - HR & Finance / Public Works, Health & Safety - Sheriff’s Office
4/4/2017: Planning & Development - PDS
5/16/2017: Finance & Admin Services - Finance / Public Works, Health & Safety - District Court Probation
5/30/2017: Natural Resources - Parks & Recreation / Finance & Admin Services - Prosecuting Attorney
6/13/2017: Public Works, Health & Safety - Juvenile Court
7/11/2017: Finance & Admin Services - Facilities
7/25/2017: Public Works, Health & Safety - District Court
8/8/2017: Finance & Admin Services - IT
9/12/2017: Public Works, Health & Safety - Public Works / Finance & Admin Services - HR/Finance
9/26/2017: Planning & Development - PDS
10/10/2017: Public Works, Health & Safety - Superior Court
10/24/2017: Natural Resources - Parks & Recreation
11/21/2017: Finance & Admin Services - Finance
12/5/2017: Finance & Admin Services - IT

**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.
### CLEARANCES

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### TITLE OF DOCUMENT:

2016 Critical Areas Ordinance Update
- Review of certain questions, comments, and suggestions by Council members related to Article 3, Volcanic Hazard Areas; Article 2, Administrative Provisions; and Article 7, Habitat Conservation Areas

### ATTACHMENTS:

(all current and past materials provided to the Council can be found at [http://www.whatcomcounty.us/2417/County-Council-Review](http://www.whatcomcounty.us/2417/County-Council-Review))

A. Staff memo to Council dated 3/28/2017
B. Best Available Science Report 2016 (previously distributed)
C. Chapter 16.16 Draft Critical Areas Ordinance - 2016-06-09, PC adopted (previously distributed)

### SEPA review required?

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This is another workshop (in a series of many) on the proposed ordinance to amend Whatcom County Critical Areas Ordinance (CAO) (WCC 16.16) pursuant to RCW 36.70A.130(1). The Growth Management Act (RCW 360.70A) defines critical areas as wetlands, frequently flooded areas, fish and wildlife habitat conservation areas (including streams), geologically hazardous areas, and critical aquifer recharge areas. The purpose of this periodic update is to ensure that the CAO meets the GMA requirements, including consistency with the Whatcom County Comprehensive Plan, best available science, and state agency guidance updates. Numerous amendments are being proposed, though most of them pertain to correcting grammar, updating references to other documents or laws, clarifying and updating administrative procedures, etc. The County is also required to integrate the CAO provisions with its Shoreline Master Program (SMP). Whatcom County has done so by adopting the CAO by reference within the SMP (WCC 23.10.060(A)). This reference is also proposed to be amended.

### COMMITTEE ACTION:

### COUNCIL ACTION:

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

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

TO: The Honorable County Council
   Jack Louws, County Executive

FROM: Cliff Strong, Senior Planner
       Andy Weiser, Staff Geologist

THROUGH: Mark Personius, Asst. Director

DATE: March 28, 2017

SUBJECT: 2016 Critical Areas Ordinance Update
          County Council Review Workshop for April 4, 2017

On April 4th the Council will continue its review of the 2016 Critical Areas Ordinance Update. We have not yet finished with the Council questions, comments, and suggestions outlined in the January 19, 2017, memo, but at your last meeting Council requested that we get to the lahar issue next. Thus, we’ll address that first, and if there’s time continue with Issue 32 from the 1/19 memo (also included in this memo).

Topics to be covered include:

- Review of certain questions, comments, and suggestions by Council members related to:
  - Article 3, Volcanic Hazard Areas
  - Article 2, Administrative Provisions
  - Article 7, Habitat Conservation Areas

To prepare for this meeting, please review this memo, and perhaps the previous memo dated 2/8/17 for your 2/21/17 workshop on lahars.
Certain Questions, Comments, and Suggestions by Council Members

ISSUE 44. (Brenner) Councilmember Brenner is proposing to amend the Geologically hazardous areas section as follows (shown in yellow highlight):

16.16.320 Geologically hazardous areas – General standards.

In addition to the applicable general protective measures found in WCC 16.16.265, the following requirements shall apply to all activities in geologically hazardous areas:

A. Generally, allowed. New developments shall be located and/or engineered and/or constructed to reduce risks to life, health, and safety, and buildings, and not increase potential for landslides or erosion that could impact other properties, public resources, or other critical areas. The County may impose conditions on development activity in a geologically hazardous area as needed to: and occupants from the hazard, and to avoid or compensate for impacts to other critical areas such as wetlands and habitat conservation areas.

1. Protect human life and safety; and
2. Minimize the potential for property damage related to seismic events, erosion and/or landslides;
3. Minimize the need for stream or river bank or coastal bluff stabilization in the future;
4. Reduce public liabilities for damages associated with geologic hazards;
5. Protect slope stability and minimize erosion, seismic, and/or landslide hazard risks;
6. Maintain natural sediment and erosion processes that are integral to the health and sustainability of freshwater and marine ecosystems as well as minimizing impacts to stream, river, and coastal processes such as channel infill, channel migration, sediment transport, or flooding;

B. Impact Avoidance. Impact avoidance measures shall include, but not be limited to, if possible, locating the use/development outside of the hazard area, reducing the number, size or scale of buildings, driveways and other features; altering the configuration or layout of the proposed development; implementing special engineering methods for construction, drainage, runoff management etc.; foregoing construction of accessory structures; preserving native vegetation; and other feasible protective measures as determined by an alternatives analysis. For some geologic hazards impact avoidance may mean no development will be permitted on a property. For some geologic hazards, impact avoidance may not be possible. In those instances the applicant will be made aware of risks and will sign a “Hold Harmless” agreement with the county, which will also be attached to title of property.

C. Location of Alterations. New development shall be directed toward portions of a parcel or parcels under contiguous ownership that are not subject to, or at risk from, geological hazards and/or are outside any setback or buffer established by this Chapter.

D. Critical Facilities Prohibited. Critical facilities as defined in WCC 16.16.800 shall not be constructed or located in geologically hazardous areas if there is a feasible alternative location outside geologically hazardous areas that would serve the intended service population. If allowed, the critical facility shall be designed and operated to minimize the risk and danger to public health and safety to the maximum extent practicable.

E. Review by Qualified Professional. A qualified professional geologist or other qualified professional geotechnical engineer, licensed in the State of Washington, shall review projects development proposals that occur in potentially geologically hazardous areas to ensure that they are properly designed and constructed as provided for in WCC 16.16.225 determine the potential risk. If development takes place within an identified geologically hazardous area requiring design or structural elements to mitigate/minimize the hazard, the design/mitigation shall be approved designed.
by a qualified professional geotechnical engineer licensed in the State of Washington with expertise in mitigation of geological hazards.

F. **Life of Structure.** Proposed development shall be sited far enough from erosion and landslide hazard areas to ensure at least one hundred (100) years of useful life for the proposed structure(s) or infrastructure. The location should be determined by a geologist or other qualified professional qualified geologist or engineering geologist, licensed in the State of Washington and be based on site specific evaluation of the landslide and/or erosion hazard.

G. **Remodels and Additions.** Any proposed remodel or addition to an existing permitted or non-conforming structure that exceeds a valuation of greater than 50% percent of the fair market value shall be required to ensure that the entire structure is improved in accordance with all Article 3 requirements.

A. Alterations shall be directed toward portions of parcels or parcels under contiguous ownership that are not subject to, or at risk from, geologic hazards and/or are outside any associated buffer established by this article.

B.H. **Agricultural Activities.** Agricultural activities (uses and structures) may be allowed within geologically hazardous areas without a conservation farm plan as long as the activity does not increase the potential for landslides, channel migration, or alluvial fan hazards or on or off the site; except, that a conservation farm plan shall be required for agricultural activities within landslide hazard areas and associated buffers land slide hazard area setbacks (WCC 16.16.325(C)).

C.I. **Land Subdivision.** Land that is located wholly within a landslide hazard area, riverine or coastal erosion hazard area, alluvial fan hazard area, lahar hazard area, or mine hazard area or its buffer may not be subdivided to create buildable parcels entirely within the hazardous area. Land that is located partially within a hazard area or its buffer setback may be divided provided that each resulting lot has sufficient buildable area outside of the hazardous area with provision for drainage, erosion control and related features that will not adversely affect the hazard area or its buffer setback.

16.16.350 Standards—Volcanic hazard areas—Standards.

Development may be allowed in volcanic hazard areas; provided, that all reasonable measures have been taken to minimize risks and other adverse effects associated with volcanic hazards, and when the amount and degree of the alteration are limited to the minimum needed to accomplish the project purpose, and when the applicable general protective measures found in WWC 16.16.265 and the standards of 16.16.320 have been applied.

A. For lahar inundation zones, the following activities shall be allowed as specified under the conditions specified:

1. Developments permitted and administratively approved uses allowed in accordance with the zoning that will have no threat to the health or safety of people and that are designed to minimize the will not increase the risks of volcanic hazards at adjacent and downstream properties, provided that there are no more than 8 employees on site on or off the site and meet the reasonable use or variance standards and procedures as set forth in WCC 16.16.270. Sewer collection facilities and other utilities that are located underground and not likely to cause harm to people or the environment if inundated by a lahar.

2. Critical facilities, as defined in subsection 1 of "Critical facilities,“ Article 8 of this chapter, of 50 or more fewer persons may be permitted within lahars inundation zones subject to the conditional use permit requirements of Chapter 20.84 WCC; provided, that the following criteria are also met:

i. The applicant demonstrates through submittal of a travel time analysis prepared by a qualified professional or local, state, or federal agency the amount of time that is anticipated for a lahar
to reach the proposed project and evacuation route, together with a description of existing or proposed detection and notification systems to be installed and maintained by a public entity.

ii. The applicant has provided an emergency evacuation plan prepared by a qualified professional or local, state, or federal agency showing that the proposed project is located near directly adjacent to a safety zone that is within walking distance in an amount of time less than the anticipated time that it takes a lahar to reach the site after the triggering of an alarm and notification.

3. Accessory structures not involving human occupancy shall be allowed.

4. Single-family developments and duplexes may be permitted in lahar hazard areas subject to WCC 16.16.320(A).

A. Ash/Tephra Fall and Lateral Blast Hazard Areas. Development may be allowed in these areas; provided, that all reasonable measures have been taken to minimize risks and adverse effects, and when the amount and degree of the alteration is limited to the minimum needed to accomplish the project purpose, and when the applicable general protective measures found in WWC 16.16.265 and the standards of 16.16.320 have been applied.

B. Lahar Hazard Zones. Generally speaking, the severity of lahar hazards decrease with distance from the volcanic source, although consequences may increase due to greater development density farther from the mountain. Distance also allows additional time to implement evacuation procedures and other emergency preparedness measures. Some municipalities have tailored their volcanic hazard codes based on the ability to evacuate people from within a lahar hazard area, or distance from the source event (i.e., those areas closest to the event will have less time to evacuate than those areas farther away from the source of an event), and on the amount of time necessary to conduct evacuation following public notification (such as via an acoustical flow monitoring alarm system) that a lahar has occurred. In Whatcom County, a lahar warning system does not exist, nor do detailed, peer-reviewed lahar inundation and velocity models or travel time analyses. For these reasons the following Lahar Hazard Zones, which also apply to pyroclastic flow hazards, have been devised for the purpose of enacting prudent development regulations. These Lahar Hazard Zones, also graphically shown on the County’s Geologic Hazards Map, are generally based on the assumption that detrimental impacts will decrease with distance from the source event, as well as in consideration of regional topography, published lahar recurrence intervals, and, to a lesser extent, conservative lahar travel time estimates.

Significant lahars have an extremely low probability as is shown by the following:

- Mt. Baker had only one major eruptive event in the last 11,000-13,000 years and only one significant lahar event that impacted the valley bottom during this time interval ("Middle Fork Lahar", approximately 6,500 years ago);
- No known lahar deposits have been observed in the North Fork Valley within the geologic record (over 10,000 years);
- Large lahar events that could theoretically impact areas far down stream almost always occur during periods of significant volcanic unrest;
- Periods of significant volcanic unrest are preceded by weeks to months of advanced warnings, such as increased steam and seismicity, as the lava makes it way closer to the surface;
- The USGS has monitoring equipment in place to monitor seismicity and other parameters, and during times of unrest could install portable monitoring equipment to collect more data;
- During periods of unrest the USGS would produce information updates, warnings, and risk estimates for the danger areas around Mt. Baker, including developing "scenario maps", which can be used to notify and warn people within the potential danger zones, noting that there would
be "lots of communication" between the USGS and the County, emergency management organizations, and the public in general:
- The areas most at risk for lahar related danger are in the more active portion of the volcano, which include the south and east sides of Mr. Baker, i.e. portions of Skagit, not Whatcom County.
- There are warning systems already in place that have historically been effective and enabled the USGS to become aware of and react to volcanic unrest.
- There would be advance warning signs that Mt. Baker was "reawakening", which would be detected with currently existing technology.
- It would take weeks to months for Mt. Baker to transition and during that timeframe there would be noticeable and obvious warning signs that the transition was taking place.
- The warning signs would occur days, weeks, or months before Mt. Baker became active enough to trigger a large-scale lahar.
- People visiting, working, or residing in the "lahar danger zone" would have ample time to be warned of the increased volcanic activity and associated lahar risk and make reasoned and safe evacuations until volcanic activity quieted.
- As an example, when Mt. St. Helens erupted in 1980, there were weeks of advance warning signs of increased activity. A large number of people evacuated the potential impact area during the lead up to that eruption. The only lives lost were due to people who refused to evacuate after receiving warnings to do so.
- The average threat of anyone dying from a lahar is 10 deaths in 10,000 years. That translates to a greater threat of people dying from:
  - Lightning strikes;
  - Motor vehicle accidents;
  - Crushed by furniture/TVs;
  - College/high school football practices;
  - Fireworks;
  - Shoveling snow;
  - Pedestrians killed by vehicles;
  - Choking.

C. Lahar Hazard Zone A—Includes all areas immediately surrounding the base of Mount Baker that may be impacted by Case M and Case I Lahars as well as those areas potentially impacted by pyroclastic and lava flows. Also includes all areas impacted by Case II Lahars on the east side of the Mount Baker including the area immediately surrounding Baker Lake and Lake Shannen that may be impacted by debris flow generated tsunamis or by the subsequent seiche. Lateral Blast hazards, while destructive, are considered to be rare events and are therefore regulated pursuant to WCG 16.16.350(A).

D. Lahar Hazard Zone B—Includes all areas impacted by Case M and Case I Lahars that are located within 1 hour travel time distance from the source event. Effectively, this includes all areas upstream of the State Route 542 Bridge over the Nooksack River at Nugent's Corner, extending up the Middle Fork Nooksack River to the Mosquito Lake Road Bridge and up the North Fork Nooksack River to, and including, the community of Glacier. Areas upstream of these locations are considered in Volcanic Hazard Zone A.

E. Lahar Hazard Zone C—Includes all areas that may be impacted by Case M and Case I lahars downstream of the State Route 542 Bridge over the Nooksack River at Nugent's Corner and extending downstream to Everson, as well as within the Sumas River Drainage for a correlative distance approximated by a 1.5 hour travel time distance from the source event.

F. Lahar Hazard Zone D—Includes all areas that may be impacted by Case M and Case I lahars downstream of Everson and extending to Bellingham Bay, as well as the area beyond the 1.5 hour
travel time distance in the Sumas Drainage and extending to the Canadian Border. Recognizing that hazards associated with a lahar, such as large volumes of debris and sediment, may differ substantially from that which is present during a clear-water flood, for the purposes of regulating development, the extent and severity of hazards in Zone D are considered commensurate with that of a 500-year flood, and development in these areas shall meet the requirements of Article 4, Frequently Flooded Areas.

G. Lahar Hazard Zone Regulations. The use regulations shown in Table 1 shall apply within the indicated Lahar Hazard Zones.

A.H. Technical Assessment and Review. In zones A & B, any project proposing a maximum occupant load greater than 25 shall be required to have a volcanic hazards assessment prepared by a qualified professional that includes recommendations for siting of improvements intending to avoid volcanic hazards and a volcanic hazard management and evacuation plan. In addition, the technical administrator shall have the authority to require such assessment for any project deemed subject to an elevated risk from volcanic hazards.

Create a lahar warning system. All property owners within Lahar Hazard Zones will be notified of risks and will sign a Hold Harmless Agreement with the County. This will also be attached to title of property. All commercial buildings in Lahar Hazard Zones will have signage placed at entrances.

**Table 1. Volcanic Hazard Zone Standards**

<table>
<thead>
<tr>
<th>Facility/Occupancy Class</th>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
</tr>
</thead>
<tbody>
<tr>
<td>Essential Facilities</td>
<td>Prohibited</td>
<td>Prohibited</td>
<td>Allowed, subject to underlying zoning, but shall meet the requirements of 16:16.260 and 265.</td>
<td>Allowed, subject to underlying zoning</td>
</tr>
<tr>
<td>Hazardous Facilities</td>
<td>Prohibited</td>
<td>Prohibited</td>
<td>Allowed, subject to underlying zoning, but shall meet the requirements of 16:16.260 and 265.</td>
<td>Allowed, subject to underlying zoning</td>
</tr>
<tr>
<td>Special Occupancies</td>
<td>Prohibited</td>
<td>Allowed, subject to underlying zoning, with a maximum occupancy of 100.</td>
<td>Allowed, subject to underlying zoning, but shall meet the requirements of 16:16.260 and 265.</td>
<td>Allowed, subject to underlying zoning</td>
</tr>
<tr>
<td>Covered Assemblies</td>
<td>Prohibited</td>
<td>Allowed, subject to underlying zoning, with a maximum occupancy of 100.</td>
<td>Allowed, subject to underlying zoning, but shall meet the requirements of 16:16.260 and 265.</td>
<td>Allowed, subject to underlying zoning</td>
</tr>
<tr>
<td>All other uses allowed by Title 20, Zoning</td>
<td><em>Within the Glacier LAMIRZ - Limited to single-family residences and their accessory structures</em></td>
<td>All other uses allowed by Title 20, with a maximum occupancy of 25.</td>
<td>Allowed, subject to underlying zoning, but shall meet the requirements of 16:16.260 and 265.</td>
<td>Allowed, subject to underlying zoning</td>
</tr>
</tbody>
</table>

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Staff Response: Staff recommends against not having regulations protecting life, safety, and property from any geohazardous area, including lahars. As you will recall from your February 21 workshop, staff proposes the following language for this section:

16.16.350 Standards – Volcanic hazard areas.

A. The following uses may be allowed in volcanic hazard areas subject to WCC 16.16.320(A, B, and C) and the provisions below:

2. Accessory structures not involving human occupancy.
3. Sewer collection facilities, communication facilities, and other utilities that are not likely to cause harm to people or the environment if inundated by a lahar. Underground utilities such as pipelines shall be allowed if demonstrated through a Volcanic Hazard Assessment to not likely be damaged by scour caused by a lahar.
4. Expansion of legal nonconforming uses meeting criteria of WCC 16.16.270 and WCC 20.83, and subject to the submittal and approval of a Volcanic Hazard Assessment meeting the requirements of subsection B(1-3).
5. Essential facilities, subject to the submittal and approval of a Volcanic Hazard Assessment meeting the requirements of subsection B(1-3).
6. All other uses allowed per the property’s zoning district, subject to the submittal and approval of a Volcanic Hazard Assessment meeting the requirements of subsection B(1-4)

B. Volcanic Hazard Assessment Requirements. Where required by subsection A, a Volcanic Hazard Assessment shall be submitted for approval. Said assessment shall be prepared by a qualified professional or pertinent local, state, or federal agency and include the following elements:

1. A travel time analysis that determines the amount of time anticipated for a lahar to reach the proposed project site.
2. If available, a description of existing or proposed detection and notification systems installed and maintained by a public entity. Until detection and notification systems are available, provide information on available resources for volcanic hazard monitoring and emergency preparedness.
3. An emergency management plan for the facility that:
   a. Is consistent with and integrated into a community emergency plan maintained by the Sheriff’s Office of Emergency Management.
   b. Includes an emergency evacuation plan showing that the proposed project is that is within walking distance to a legally accessible area outside of the lahar inundation zone in an amount of time less than the anticipated time that it takes a lahar to reach the site, ideally after the triggering of a lahar warning system.
   c. Is required to be updated and exercised every three years.
4. Hazard mitigation measures deemed capable of withstanding lahar impacts and ensure life safety.

Nonetheless, Council has had a thorough briefing on the subject and may act accordingly.

A couple of notes on Councilmember Brenner’s recommendations, however:

- In section 16.16.320(9), the deleted line, “for some geologic hazards, impact avoidance may mean no development will be permitted on a property” mimics the language of WAC 365-190-120(2): “Some geological hazards can be reduced or mitigated by engineering, design, or modified construction or mining practices so that risks to public health and safety are minimized. When technology cannot reduce risks to acceptable levels, building in geologically hazardous areas must be avoided.”

- The bulleted text following “Significant lahars have an extremely low probability as is shown by the following:” read more like findings (reason for doing something) rather than code. Staff would suggest that these items be placed in the Council’s final Findings document rather than in the code. In addition, our staff geologist points out that some bullets are inaccurate and would be untenable with best available science if adopted as written as finding of facts. The following address the inaccuracies and provides alternative language, where possible, if the council desires to minimize lahar regulations:

  • Mt. Baker had only one major eruptive event in the last 11,000-13,000 years and only one significant lahar event that impacted the valley bottom during this time interval (“Middle Fork Lahar”, approximately 6,500 years ago);

**Staff Response:** Multiple eruptive periods have been documented by the USGS. Attempting to define what constitutes a ‘major eruptive event’ is speculative. What is known is that active volcanic processes have occurred throughout the past 13,000 years separated by periods of volcanic quiescence, and that eventually quiescence will, once again, be interrupted by renewed volcanic activity. To the latter point, it is difficult to make this statement conclusively, and, in fact, lahar deposits are identified along Glacier Creek in the WWU Graduate Dissertation authored by Carla Van Siclen. It would be more accurate to limit the statement to the following: The largest documented lahar occurred 6,500 years ago.

  • No known lahar deposits have been observed in the North Fork Valley within the geologic record (over 10,000 years);

**Staff Response:** Inaccurate statement, see comments above. The distinction between a lahar and a debris flow may be confusing the matter, but the recurrence potential for either hazards to impact the community of Glacier is likely much greater than 1 in 10,000 years, or greater, as this statement seems to imply.

  • Large lahar events that could theoretically impact areas far down stream almost always occur during periods of significant volcanic unrest;

**Staff Response:** True statement, but would be more defensible to justify limiting regulations in communities located ‘far downstream.’

  • Periods of significant volcanic unrest are preceded by weeks to months of advanced warnings, such as increased steam and seismicity, as the lava makes it way closer to the surface;

**Staff Response:** Likely true, and could be elaborated to justify minimum lahar regulations for distal communities, but does not justify limited regulations in proximal communities where advanced warning may not occur.

  • The USGS has monitoring equipment in place to monitor seismicity and other parameters, and during times of unrest could install portable monitoring equipment to collect more data;

**Staff Response:** Based on USGS’s presentation a more accurate finding of fact would be that ‘the USGS has identified minimum thresholds for volcanic hazard monitoring, which are not currently being met at Mt.
Baker, though some monitoring equipment is present. As warning and evacuation are proposed as the primary means of volcanic hazard mitigation Whatcom County should assist the USGS in bolstering the monitoring network to the minimum standard, or greater.

- During periods of unrest the USGS would produce information updates, warnings, and risk estimates for the danger areas around Mt. Baker, including developing "scenario maps", which can be used to notify and warn people within the potential danger zones, noting that there would be "lots of communication" between the USGS and the County, emergency management organizations, and the public in general.

**Staff Response:** True, but should be considered as mitigation only for large events that may impact distal communities.

- The areas most at risk for lahar related danger are in the more active portion of the volcano, which include the south and east sides of Mr. Baker, i.e., portions of Skagit, not Whatcom County.

**Staff Response:** Risk = hazard x consequence. While the lahar hazard may occur more frequently on the east flank of the Mt. Baker, the fact that minimal constructed improvements exists in these locations may, in practice, equate to minimal risk as compared to higher density development to the west of the Mt. Baker that may be impacted by the hazard less frequently. Qualitative statements concerning risk should be avoided as we know it is possible to quantitatively assess risk, but have not (yet) done so.

- There are warning systems already in place that have historically been effective and enabled the USGS to become aware of and react to volcanic unrest;

**Staff Response:** Inaccurate statement. Staff is not aware of any detection of volcanic unrest by the seismic network at Mt. Baker. The 1975 steam event was identified due to the visible steam stack, but was not associated with recorded seismic active. Statement is in direct conflict with the USGS's own recommendation for minimum monitoring standards. See above comment concerning monitoring network.

- There would be advance warning signs that Mt. Baker was "reawakening", which would be detected with currently existing technology;

**Staff Response:** See above comment concerning monitoring network. Emphasis should be place on improving network to minimum standards, at the least, if Council wished to rely on detection as mitigation.

- It would take weeks to months for Mt. Baker to transition and during that timeframe there would be noticeable and obvious warning signs that the transition was taking place;

**Staff Response:** Likely true, but more applicable to distal lahar hazards. Proximal hazards may not be presaged by 'obvious warning signs.'

- The warning sign would occur days, weeks, or months before Mt. Baker became active enough to trigger a large-scale lahar;

**Staff Response:** See above comment.

- People visiting, working, or residing in the "lahar danger zone" would have ample time to be warned to the increased volcanic activity and associated lahar risk and make reasoned and safe evacuations until volcanic activity quieted;

**Staff Response:** Only true for large events. Increased development in proximal communities would increase the risk posed by volcanic hazards that have the potential to be less in volume and consequence, but more frequent.

- As an example, when Mt. St. Helens erupted in 1980, there were weeks of advance warning signs of increased activity. A large number of people evacuated the potential impact area during the lead up to that eruption. The only lives lost were due to people who refused to evacuate after receiving warnings to do so;
**Staff Response:** Mt. St. Helens may not be a great example to cite. It is true that advance warning allowed the evacuation of people and limited loss of lives. However, it should also be considered that the floodplains of the major drainages descending from Mt. St. Helens were significantly impacted extending all the way to Puget Sound following the 1980 eruption. The sediment load carried by the Toutle River is 100 times greater than pre-eruption conditions, even after construction of a 258 million cubic meter sediment retention structure. The structure became completely filled in 2012, 20 years faster than designed. Development in and near the Nooksack River flood plain would be inexplicably impacted by a Mt. St. Helens-magnitude event at Mt. Baker (https://en.wikipedia.org/wiki/Toutle_River_Sediment_Retention_Structure)

- The average threat of anyone dying from a lahar is 10 deaths in 10,000 years. That translates to a greater threat of people dying from:
  - lightning strikes;
  - motor vehicle accidents;
  - crushed by furniture/TVs;
  - college/high school football practices;
  - fireworks;
  - shoveling snow;
  - pedestrians killed by vehicles;
  - choking.

**Staff Response:** It would appear that the cited data is a misinterpretation of staff’s presentation on quantitative risk assessments. 10 deaths in 10,000 years is a common risk tolerance criteria utilized by the chemical and nuclear industries that has been adopted in some instances for risk assessments of geologic hazards. We currently have no quantitative data for the risk posed by volcanic hazards at Mt. Baker. It should be recognized that reducing or eliminating regulations governing development in volcanic hazard areas will undoubtedly increase the risk posed by this hazard due to the increased consequence when the hazard does occur. Staff recommends that statements related to risk be minimized or restricted to qualitative statements, as best available science is not currently available to guide development of our regulations.

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**Article 2, Administrative Provisions**

16.16.255 Critical areas assessment reports

**ISSUE 32. (Donovan) Subsection (A): Restore the sentence:** The intent of these provisions is to require a reasonable level of technical study and analysis sufficient to protect critical areas... The analysis shall be commensurate with the value or sensitivity of a particular critical area and relate to the scale and potential impacts of the proposed activity the functions and values of the critical area.

**Staff Response:** The first sentence, which Councilmember Donovan suggests reinstating, wasn’t deleted, but moved to before (A), as it seemed better to express intent right up front. Reinsertion isn’t necessary.

As for his proposed change to the next sentence: What the current text basically says that if it’s a minor critical area or a minor impact, the assessment doesn’t have to be as complicated as were it an important critical area or a major impact. This section is basically giving the Technical Administrator some discretion as to how complicated an assessment report needs to be. Often someone proposes something that may only slightly affect a critical area or its buffer, and in these instances it’s best to be able to tailor the scope of the report to the scope of the impact, thus saving the applicant money. Staff does not support this change.
ISSUE 33. (Donovan) Subsection G: Need clarification on what the changes in this subsection are doing.

Staff Response: This section requires applicants to submit their critical areas data (e.g., delineations, etc.) electronically so that we can update our database and maps. The purpose of the amendments is to ensure it’s in a format we can use.

16.16.263 Mitigation Banking.

ISSUE 34. (Donovan) Off-site mitigation... any evidence that this works?

Staff Response: The Department of Ecology has undertaken numerous studies to evaluate whether wetland mitigation actually works or not. Ecology started reevaluating various mitigation techniques after the results of their 2002 Wetland Mitigation Evaluation Study (http://www.ecy.wa.gov/programs/sea/wetlands/mitigation/study/index.html) were published.

The results of this study showed:

- Over all, three projects (13%) were found to be fully successful; eight projects (33%) were moderately successful; eight (33%) were minimally successful; and five (21%) were not successful.

- The results of the Phase 2 study indicate that “created wetlands” are more successful than previous studies have shown, since 60% of them were at least moderately successful, and only one project (10%) was not successful. However, only 65% of the total acreage of wetlands lost was replaced by creating or restoring new wetland area, thereby resulting in a net loss of 24.18 acres of wetland area.

- No enhancement projects were fully successful, while eight out of nine (89%) enhancement projects were minimally or not successful. Nearly two-thirds of the total acreage of mitigation that was established resulted from enhancement activities.

- In addition, mitigation projects designed and implemented by public entities fared worse than projects done by private entities: 71% of private mitigation projects were judged to be fully or moderately successful, while 35% of public mitigation projects were judged to be fully or moderately successful. However, the difference in level of success between public and private projects is not statistically significant, because the sample size was too small.

- Seventy-nine percent of mitigation projects were at least somewhat achieving their ecologically relevant measures, while 63% of projects at least partially compensated for the permitted wetland losses. This implies that, although projects may be doing a reasonable job of achieving ecologically relevant permit requirements, these requirements are not always sufficient indicators of whether mitigation projects adequately compensate for the permitted loss of wetlands.

- Phase 2 findings suggest that follow-up by regulatory agencies results in more-successful mitigation projects. Responses to a consultant questionnaire indicated that 75% of the fully and moderately successful projects experienced some degree of agency follow-up, while only 27% of the minimally and not-successful projects had some follow-up.

- It was interesting to note that being out of compliance with permit requirements did not necessarily mean a mitigation project ultimately would be unsuccessful. In fact, 66% of the
projects that ultimately were fully successful were not in compliance in Phase 1. However, all of
the projects that ultimately did not succeed also were not in compliance with their permits. The
primary key to success appears to be follow-up monitoring and maintenance to make sure the
mitigation actions have a chance to work.

- Based on these results, the authors recommend that Department of Ecology improve the follow-
up on wetland mitigation projects by developing and implementing a compliance tracking
system. Additionally, Ecology should work collaboratively with other regulatory agencies,
applicants, and their consultants to come up with new guidance to improve mitigation at every
step in the process, from choosing an appropriate site to monitoring and performing site
maintenance. By working together, those involved in wetland mitigation can develop solutions
and approaches that improve wetland mitigation, and thereby help to protect the state’s
valuable wetland resources.

Based on these results, as well as other findings regarding the complexity of wetland mitigation, Ecology
started their “Mitigation That Works Initiative” (see
http://www.ecy.wa.gov/programs/sea/wetlands/mitigation/initiative.html), working with other
agencies and stakeholders to improve success. They claim to have made significant progress since 2006.

Regarding wetland banks in particular (the section under which Councilmember Donovan asked his
question, Ecology states: The wetland mitigation banking system we are creating in Washington works
for the environment. And it provides a predictable option for developers. Alternatives like wetland
mitigation banks work because they put successful solutions in place before any mitigation is needed.
The tool also demonstrates innovative environmental solutions can go hand in hand with economic
prosperity and faster project delivery.

16.16.265 Critical areas protective measures.
ISSUE 35. (Donovan) Subsection (B): Delete the last sentence: This regulation may be waived by the
Technical Administrator (e.g., after 22 ft. soil deposits).

Staff Response: Staff has no issue with deleting this sentence.

16.16.270 Reasonable use.
ISSUE 36. (Donovan) Subsection (B)(2)(e): Do we need to define what measures to protect surface and
groundwater quality?

Staff Response: Staff doesn’t think so, as there are too many and covered by code elsewhere.

ISSUE 37. (Donovan) Subsection (B)(2)(k): Is this creating a new exemption (a new “reasonable use”?)
Why allow new exemption for 2500 sq. ft. single family house?

Staff Response: No. If someone has a lot that’s totally encumbered with critical areas, we must still
allow the use of that property (otherwise it could be found to be a “regulatory taking”). Across the State,
a single family residence is typically considered the least impactful use, and thus the most “reasonable”
to allow to impact a critical area. However, there have been many court and GMHB cases challenging
jurisdictions attempt at limiting the house to the smallest size possible. The courts generally look to the
sizes of homes in the neighborhood and lean toward a median home size as reasonable. The inserted
language comes from PDS Policy PL5-85-001A, adopted and in use since 1985 as a guide to what a
reasonable house size is in Whatcom County.
**ISSUE 38. (Donovan) Subsection (C)(1)(a): Need clarity on this change. Why an exemption for single family homes?**

**Staff Response:** Most the changes here relate to separating out the reasonable use rules from the variance rules, which were moved into a new section (staff felt that the two mechanisms are different and each warrants its own section). The existing "exemption" for SFR from a reasonable use public hearing allows staff to process the permit and keep the cost lower for homeowners.

**Article 7. Habitat Conservation Areas**

**Article 7, Habitat Conservation Areas**

**16.16.710 HCA Designation, mapping, and classification**

**ISSUE 39. (Donovan) Subsection (A): Shouldn’t the designation reflect specifics as defined in WAC 365-190-030(6)(a)**

**Staff Response:** WAC 365-190-030(6)(a) reads, "Fish and wildlife habitat conservation areas" are areas that serve a critical role in sustaining needed habitats and species for the functional integrity of the ecosystem, and which, if altered, may reduce the likelihood that the species will persist over the long term. These areas may include, but are not limited to, rare or vulnerable ecological systems, communities, and habitat or habitat elements including seasonal ranges, breeding habitat, winter range, and movement corridors; and areas with high relative population density or species richness. Counties and cities may also designate locally important habitats and species."

Staff believes our proposed COA does cover all these specifics listed therein, though ultimately that is up to Council to decide. WCC 16.16.710 lists all ecosystems, habitats, and species that would be protected, though perhaps it's not readily apparent as there is no long list of individual species and habitats, as is found in our current CAO in Appendix D, which is proposed for deletion. As explained in the workshop on this Article, we are proposing to replace this list with 16.16.710 subsections (C)2, 3, 4, & 5, which adopts the federally and state listed species and habitats. The reason for doing so is that these lists do change from time-to-time, with new species being added and others removed. Adopting their lists would mean we wouldn't have to do a code amendment every time their lists change (or having an out-of-date list were the code not amended). Staff would keep these lists (and our maps) current at the counter, with links online.

If you would like to review these lists, they can be found at the following links:


- Department of Natural Resources' Natural Heritage Program [http://www1.dnr.wa.gov/nhp/refdesk/plants.html](http://www1.dnr.wa.gov/nhp/refdesk/plants.html)

The question did raise a scrivener's error, however. It appears that subsections 3 and 4 address the same lists (state listed), though with slightly difference language. We would suggest that subsection 4 be deleted as it's a duplicate of 3.
16.16.720 General standards

ISSUE 40. (Donovan) Preamble: What are the implications of the inserted “When pursuant to Article 2,” given that Article 2 would seem to expand administrative discretion?

Staff Response: You will notice throughout the code that cross-references to other pertinent sections were added, basically as a reminder to readers to look at those sections as well. Even without them, those sections would apply; however, the Citizens Advisory Committee thought it would be helpful to add them.

ISSUE 41. (Donovan) Subsection (O): Does this standard require that a person has to prove something that is impossible?

Staff Response: Subsection (O), as proposed to be amended, reads:

O. On-site sewage disposal systems (OSS) may be permitted in the outer 50% of HCA buffers when accessory to an approved residential structure for which there are no alternatives and when it is not feasible to connect to a public sanitary sewer system and when operated and maintained in accordance with WCC 24.05.170; provided, that there are no adverse effects on water quality and slope stability are avoided.

The added language of allowing OSS in HCA buffers was added by the Citizens Advisory Committee to clarify that while they may be allowed in an HCA buffer, they shouldn’t be allowed in an actual HCA. This language was modified by the Planning Commission to “the outer 50%” so as to keep them as far away from the HCA as possible while still allowing them. The phrase “there are no alternatives and when” was added by the Technical Advisory Committee in an effort to minimize such intrusions by having to show that one has looked at other alternatives prior to encroaching into the HCA. We don’t believe that any of these are impossible to do or show. Thus, we suspect that it’s the last added phrase “there are no” that Councilmember Donovan is asking about. This was added by the TAC as a way to ensure that allowing such systems in an HCA buffer had no effects on water quality or slope stability. However, as Mr. Donovan points out, proving no adverse effects could be more difficult that showing that such effects have been avoided. It would depend on who’s administering the code at the time.

ISSUE 42. (Donovan) Subsection (R): What is the consequence of changing from when permitted by zoning to with a valid permit?

Staff Response: The term “when permitted by zoning” only implies that a development may be allowed if allowed by the zoning code; it doesn’t say one must go through the permitting process. “With a valid development permit” implies the same, as well as having met all other codes (a condition of obtaining a valid permit).

16.16.760 HCA Mitigation standards

ISSUE 43. (Donovan) Add New Subsection (B)(9): Cumulative impacts of mitigation described in WCC 16.16.760 will be evaluated by PDO or determined if mitigation strategies in ensuring no net loss of habitat, function, and values.

Staff Response: This is a new concept. The “impacts of mitigation” have never been addressed in site-specific Critical Area Assessment Reports (done by applicants) since mitigation is seen as a positive impact and we’re generally looking at how a project might harm critical areas. Furthermore, addressing the “cumulative impacts of mitigation” seems to be the same thing as doing an overall assessment of the effectiveness of our mitigation strategies. It doesn’t seem that this should be required of individual applicants. Rather, if Council wants such an assessment, it seems that it would be best just to say so by
directing PDS to commence such an undertaking. Obviously, this would be a multi-year project, as mitigation takes 5-10 years to get established, and Council would need to appropriate resources.

If Councilmember Donovan’s intent is to address the cumulative impacts a particular project might have on critical areas, adding (modified) language to this section is not necessary, as the requirement to address cumulative impacts is already found in 16.16.255 (Critical areas assessment reports), subsection (B)(4), which applies to all assessments.
Memorandum

TO: The Honorable County Council
   Jack Louws, County Executive

FROM: Cliff Strong, Senior Planner

THROUGH: Mark Personius, Asst. Director

DATE: February 8, 2017

SUBJECT: 2016 Critical Areas Ordinance Update
   County Council Review, Workshop 5, 21 February 2017

On February 21st the Council will continue its review of the 2016 Critical Areas
Ordinance Update. Topics to be covered include:

Review of Certain Proposed Amendments to:

- Article 3 – Geologic Hazards (including lahars)

To prepare for this meeting, please review Article 3 of the draft code, the Best
Available Science Addendum regarding that section (in your previous meeting
packet materials), in which I point out the more substantive recommended
amendments, and this memo, in which we describe how we got to this point and
the options Council has.
Lahars in Whatcom County

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Why Staff is Presenting So Much Information, as Well as Other Options?

At the Council's first public hearing on the Critical Areas Ordinance (CAO) the majority of the public testimony (22 of 28 people) was geared toward swaying the Council not to amend the lahar regulations, or more precisely to not have such regulations. Council made a motion for staff to develop lahar regulations based on our tsunami regulations. Staff has done this (see "Option 1: A Lahar Code Based on the Tsunami Code," page 7). However, staff doesn't believe that Council has had the opportunity to fully understand the context of geologic hazards at Mt. Baker or the risks posed to Whatcom County residents. While Council does have the authority to adopt whatever rules they want, it is only after having such a public discussion (see "What Tahoma Audubon Society v. Pierce County Tells Us," page 12). Thus, staff feels it incumbent to first present what is known about lahars prior to Council making such a decision.

It should also be noted that public testimony concerning the perception of risk posed by lahars appears to be based on individually held beliefs of risk tolerance. Emerging risk assessment methodologies are available that quantify both community and individual risk posed by geologic hazards. Proposed development is commonly evaluated according to community risk tolerances, which are commonly treated more conservatively, whereas individual risk tolerance is more typically employed in scenarios such as home expansions where the increased risk exposure is assumed by the individual and not society. In considering revised regulations Council should consider the potential increase to community risk posed by the adoption of revised volcanic hazard regulations. Toward this end staff is prepared to update Council on to strides made toward improved geologic hazard characterization since the 2014 Natural Resources Committee briefing, as well as provide recommendations for future improvements; some of which would have the added benefit of informing the revision of volcanic hazard area regulations.

History (How We Got to Where We Are on the Draft Code)

Staff had not planned on updating the volcanic hazard area code when we first started the CAO update as it hadn't been identified as a problem, nor had the CAC or the TAC identified any egregious issues requiring revision. However, after we had finished reviewing the code with the TAC and CAC, a handful of prospective applicants for marijuana processing facilities made inquiries about properties they had identified as potentially suitable locations. Staff identified that the properties fell within a lahar hazard areas and that the use wouldn't be allowed based on staff's interpretation of the code, which states that only single-family residences and duplexes are allowed in lahar hazard zones (see "Existing CAO Language," page 14). Potential applicants then went to the BIAWC for help, who stepped in to lobby for a change in the code.

Most existing larger scale or more intensive development in the LHZ's appear to have been in existence prior to adoption of the original CAO and are therefore considered nonconforming uses to the CAO. Staff was also aware that USGS-published maps depicting areas of potential lahar inundation—which had previously been adopted as best available science—were not prepared at a scale appropriate for parcel-level analysis and could only be considered approximate. Staff therefore reached out to the
USGS, who acknowledged that an updated hazard map and publication was needed for Mt. Baker and that this work is currently under production.

Based on these considerations staff was of the opinion that adoption of significantly revised volcanic hazard area standards—especially when updated hazard mapping was forthcoming—was not advisable. As a result, staff prepared amended volcanic hazard code language that allowed all uses per the underlying zoning, but with occupancy limits comparable to single-family residential uses as in the current code. The rationale of this approach was to accommodate additional uses in these areas but preclude sensitive uses or high concentrations of people until such time that updated hazard mapping and risk assessment could be used to propose more scientifically sound volcanic hazard area regulations, as explained below.

**Development of the Proposed Lahar Hazard Zones**

In response to the Planning Commission’s request for an amended volcanic hazard area code that would be less restrictive to uses in lahar hazard areas, staff was tasked with researching lahar regulations in other Washington State counties. Of counties potentially impacted by lahar hazards, Pierce County was found to have the most evolved, defensible ordinance.

The Pierce County ordinance is built around empirically-derived lahar travel-time estimates after the work of Pierson (1998)\(^1\). Regulations are established according to *travel time zones* based on increasing lahar arrival times with distance from Mt. Rainier. Additional use restrictions are then applied for designated *volcanic hazard areas*, which correlate to three distinct lahar designations of increasing hazard severity as well as pyroclastic flow hazard areas, each of which are interpreted by the USGS to have impacted, or to have the potential to impact areas within the respective *travel time zones* in the future.

Paramount to the Pierce County approach is the availability of accurate models published by the USGS of lahar inundation and pyroclastic hazard areas, which were used to delineate the respective *volcanic hazard areas*. In addition, Pierce County’s regulatory framework is benefited by the presence of a robust seismic network at Mt. Rainier that allows for early detection of increased magmatic activity, which may presage volcanic or lahar activity, as well as a lahar alert system triggered by acoustical flow monitors. The combination of monitoring, detection, and lahar alert justifies the establishment of Pierce County’s *travel time zones*.

In an attempt to devise regulations similar to Pierce County, staff generated travel-time estimates for potential lahar paths traveling down the Middle and North Fork Nooksack River valleys, respectively. A lahar traveling down the Middle Fork will arrive at the confluence of the Middle and the North Fork Valley sooner and arrival times downstream of the confluence are based on a Middle Fork lahar. Travel times were estimated by two methods. The first used commonly observed lahar velocities, which are noted to decrease from high velocity in confined, steep-gradient valleys near the volcanic source to lower velocity as the lahar reaches the lowlands and the river becomes unconfined and gradient.

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decreases. Lahar velocities of 50, 25, and 15 miles per hour were used for this effort. In addition, staff reached out to Dr. Tom Pierson, Cascade Volcano Observatory Research Scientist and author of the above-referenced paper, and requested assistance applying his methodology to a lahar at Mt. Baker. Dr. Pierson graciously provided staff with estimated arrival times at specific locations such as Glacier, Deming, and other key geophysical locations along the respective, potential lahar paths. These data were used to validate the arrival times determined by the former methodology, which were found to correspond well.²

In the North Fork Valley the town of Glacier lies well within Lahar Zone A, if delineated correlative to lahar zonation established in the Middle Fork Valley, where Lahar Zone A extends to the Mosquito Lake Bridge at the approximate 15 minute lahar arrival time. At the direction of the Planning Commission staff extended Lahar Zone B to the town of Glacier to allow for more uses within the established LAMIRD community and in recognition of the existing Resort-Commercial and Small Town Commercial zoning. This decision should be considered non-conservative, especially when compared to Pierce County regulations. In Pierce County the most proximal hazard zone extends to the 30 minute lahar arrival time in the Puyallup and Carbon River systems and the 60 minute lahar arrival time in the Nisqually and White River systems. Adoption of lahar hazard zonation as conservative as the Pierce County approach would extend the more restrictive regulations (Lahar Zone A) to Deming, or beyond.

In summary, it is Staff’s opinion that a number of key components are lacking in Whatcom County that make adoption of lahar regulations that mimic Pierce County’s currently inadvisable. While County Staff helped develop the Planning Commission’s proposed Volcanic Hazard code revision, staff is of the opinion that such an approach is problematic based on the following reasons:

a. Absence of a lahar warning system or a reliable seismic network at Mt. Baker
   In Pierce County and the Planning Commission’s proposed code revision, lahar regulations are applied with decreasing use restrictions according to increased lahar travel time. In the absence of detection and alert it cannot be assumed that evacuation will function as an effective means of hazard mitigation. This issue is further confounded by the need for a reliable seismic network that could offer early warning and allow for evacuation prior to initiation of a lahar.

b. Non-conservative Lahar Hazard Zone Delineation
   Were Whatcom County to adopt lahar hazard zones correlative to Pierce County the highest hazard zone (Lahar Hazard Zone A) should extend to Deming at the ~1 hour lahar arrival time. As proposed by the Planning Commission, Glacier is included in Lahar Hazard Zone B to allow for increased uses in an established community. This is highly non-conservative due to the very short lahar arrival time (<15 minutes) and the resulting inability to rely on evacuation as a form of mitigation, as well as the potential for smaller-volume, but higher frequency lahars impacts.

² It should be noted that Dr. Pierson’s travel times may be conservative as they are based on empirically-derived travel times for lahars averaging 10⁷ million cubic meters in volume, which would be considered a very large, low recurrence event. Despite this conservative interpretation, Dr. Pierson urged caution with regard to the regulatory application of travel time zones in the absence of a lahar detection and alert system.
c. **Modeling and delineation of lahar hazards at Mt. Baker is currently outdated and generalized.** Pierce County regulations are benefited with accurate models of potential lahar inundation areas. In addition, lahar inundation models are available for lahars of varying magnitude and frequency, allowing further refinement of land use regulations. Such models for Mt. Baker are presently in production at the USGS and estimated to be available by 2019.

d. **Emergency preparedness and response plans rely on a robust Lahar Detection and Alert System.** Emergency planning, which could be considered a form of hazard mitigation, is severely hindered in the absence of the above-described lahar detection and alert system. While emergency plans are continually being updated and improved, until a detection and alert system is in place at Mt. Baker response plans are effectively reactive measures. Furthermore, a lahar detection and alert system would likely only be effective in areas such as Deming, and downstream, where sufficient time (~1 hour) would be available to use evacuation routes.

Due to the non-conservative nature of the lahar hazard zones and the absence of a monitoring and alert system, staff recommended to the Planning Commission that any regulations based on *lahar hazard zones* maintain very low occupancy limits for any new permitted uses along the North and Middle Forks of the Nooksack River (Lahar Zones A and B). Once updated lahar mapping and risk assessment is completed more tenable occupancy limits could be considered. Despite staff's recommendation, and following much debate, the Planning Commission ultimately elected to support the Pierce County-based volcanic hazard code language, yet with significantly increased occupancy limits and fewer restrictions on sensitive uses. It should also be pointed out that the occupancy limits recommended by the Planning Commission are such that, with the exception of Lahar Hazard Zone A, uses within the established communities would likely be more limited by other zoning regulations, such as the floor/area ratios of the LAMIRDS, than the proposed volcanic hazard area regulations.

**What Do We Know About Lahars in Whatcom County?**

Cynthia Gardner and Seth Moran with the USGS-Cascade Volcano Observatory (CVO) have graciously offered to attend the February 21 COTW workshop and present the geologic history and potential hazards at Mt. Baker. They will also review monitoring efforts currently being undertaken at other volcanic centers, both in the USA and abroad, and discuss paths forward at Mt. Baker for improved monitoring and hazard awareness. The CVO maintains on-line information about hazards at Mt. Baker, which can be found at the following url: [https://pubs.usgs.gov/fs/2000/fs059-00/](https://pubs.usgs.gov/fs/2000/fs059-00/).

**What State and/or Federal Emergency Response and Preparedness Efforts are Going On?**

Dr. Gardner and Mr. Moran will present this information at the February 21 COTW workshop.

**Local Emergency Response and Preparedness Measures**

Legal Requirements

Before we explore Council’s options, the legal requirements of WAC 365-190, Geologically hazardous areas, should be reviewed. Following are the pertinent sections; the entire text is found under “WAC 365-190-120 Geologically hazardous areas” on page 26.

(1) Geologically hazardous areas. Geologically hazardous areas include areas susceptible to erosion, sliding, earthquake, or other geological events. They pose a threat to the health and safety of citizens when incompatible commercial, residential, or industrial development is sited in areas of significant hazard.

Section (1) basically says that geohazards pose a threat when “incompatible” development is sited in areas of “significant” hazard. However, neither of these terms is defined. Is incompatible development that which puts someone in harm’s way, or that which worsens a risk, to either an individual property owner or to the larger community? And does Council consider lahars a significant risk? Or does Council find them an insignificant risk due to their low probability? Or are they significant due to the large consequences should one occur? Remember, lahar risk should be viewed on the basis of annual probability not an annual return period. The difference is that while they are infrequent events, the chances of one happening in any one year may be relatively small, but don’t change year to year.

*Staff suggests that if Council wants to adopt minimal regulations, it would behoove you to find that lahars aren’t a significant hazard.*

(2) Some geological hazards can be reduced or mitigated by engineering, design, or modified construction or mining practices so that risks to public health and safety are minimized. When technology cannot reduce risks to acceptable levels, building in geologically hazardous areas must be avoided. The distinction between avoidance and compensatory mitigation should be considered by counties and cities that do not currently classify geological hazards, as they develop their classification scheme.

Section (2) basically says that we must avoid development in geohazard areas if the risk can’t be mitigated. *Staff suggests that if Council wants to adopt minimal regulations, it may be prudent to find that an early warning and evacuation plan is adequate mitigation.* Of course, this presupposes that we have such a system in place, which may not be feasible for areas proximal to Mt. Baker such as Glacier.

(10) Other geological hazard areas:

(a) Volcanic hazard areas must include areas subject to pyroclastic flows, lava flows, debris avalanche, or inundation by debris flows, lahars, mudflows, or related flooding resulting from volcanic activity.

From section (10), it is clear that lahar hazard areas must be declared a volcanic hazard area, which the proposed code does. How we respond to that is up to Council.

Options for Council

Council has a variety of options, ranging from the least restrictive (allowing all new uses in Lahar Hazard Zones that could be permitted in accordance with the underlying zoning regulations) to the most
restrictive (restricting all new development except SFR). Something in between might be to allow most lower occupancy uses allowed by the zoning code, but regulate essential facilities, hazardous facilities, and higher occupancy uses, including special occupancies, and/or covered assemblies to some degree.

Staff has identified three options for Council to consider. Whichever option is chosen, Council would have to find that the risk posed to communities and future generations is acceptable in consideration of the potential hazards. Furthermore, a warning system, signed evacuation routes, and education could be added to any of these options, though would need to be funded.

As mentioned, pursuant to *Tahona Audubon Society v. Pierce County* (page 12) Council has the sole authority to choose the level of risk our citizens are willing to accept, though it needs to be on the record as having had a thorough discussion and understanding of the potential risks of their decision.

**Option 1: A Lahar Code Based on the Tsunami Code (as per Council motion)**

At the public hearing, a motion was approved to “Request staff to bring forward a proposal to remove lahar language and insert language that says lahars will be treated like tsunami zones, with the same level of evacuation route planning and education.”

Thus, Council has asked for lahar regulations that mimic our tsunami regulations. In actuality, the existing tsunami hazard regulations direct the technical administrator to the volcanic hazard regulations. Adopting lahar regulations that mimic the tsunami regulations would just create a logic loop in the code. However, for this discussion, staff assumed the Council intended to let people build all allowed uses, and rely on emergency warning systems, emergency preparedness, and education, but with no other mitigation (e.g., building structures to withstand a lahar, which is considered unfeasible in areas subject to high velocity lahar flows as might be experienced as far down valley as Deming).

First there are a couple of differences between these types of hazards that we’d like to point out.

1. Geologic inference suggests that tsunamis have the potential to occur more frequently than lahars.
2. Tsunamis generated by large, Cascadia Subduction Zone earthquake would trigger early detection and alert systems currently in place.
3. A lahar warning system has not been established in Whatcom County.
4. We have signed evacuation routes for tsunamis but not for lahars.
5. Most development in tsunami hazard areas is single-family residential, which is allowed by current CAO geohazard regulations. Commercial or other uses would not be allowed without mitigation capable of reducing the risk posed to the proposed development.
6. We can mitigate for tsunamis. In tsunami hazard areas, we require that structures be built so that habitable spaces are above the expected height of the tsunami/flooding, that floodwater can pass through crawl spaces without significant structural damage, and that the foundation is designed to withstand the interpreted hydraulic and impact forces. No types of structural improvements are capable of mitigating or withstanding lahar impacts for much of the proximal lahar hazard area.
7. In the tsunami hazard areas land is available for development (i.e., located outside of tsunami hazard areas) within close proximity, allowing development to proceed largely unhindered by
using avoidance as required by WCC 16.16.320(A). This is generally not the case for lahar hazard areas, especially in the foothills region where lahar hazards are interpreted to extend across the valley floor.

(8) And lastly, there is evidence that we may expect to experience an increased frequency of debris flows (sometimes used interchangeably for lahar) at Mt. Baker related to glacial retreat, as similar effects have been noted at Mt. Rainier, Mt. Hood, and other glaciated mountain ranges. While these events may not be as large as lahars, there is the potential for them to impact development relatively near the mountain, and with increased frequency and no warning. If a warning system were developed, ideally it would encompass this hazard also.

It should also be pointed out that the existing tsunami alert system (warning system, evacuation signage, and education) is not a CAO regulation, but something inherited by our Emergency Management Division of the Sherriff’s Office, who is developing a comprehensive AHABR system. Thus, if this is an approach the Council wants to implement (and planning staff supports installation of such a system, especially if the Council chooses not to limit development by regulatory means), then funds would need to be appropriated and the system would need to be set up.

Council should also consider whether they want to regulate any sort of sensitive land uses, such as emergency services, hospitals, schools, hazardous facilities, etc., in the lahar hazard zones. Assuming not (for the purposes of this memo), then below is the tsunami code, followed by a lahar regulation that mimics it, as Council has requested.

**Tsunami Code**

**16.16.365 Tsunami Hazard Areas — Standards.**

The standards of WCC 16.16.320 and 16.16.350 shall apply. **For development within tsunami hazard areas the proposed development shall be designed to provide protection for the tsunami hazard that meets the projected hazard on the Department of Natural Resources Tsunami Inundation Maps. For other low lying coastal areas not included on the Inundation maps, development shall be designed to provide protection for debris impact and an inundation as determined by current Department of Natural Resource modeling unless other measures can be shown to provide equal or greater protection.**

**Lahar Code Based on Tsunami Code**

**16.16.350 Standards — Volcanic hazard areas.**

The standards of WCC 16.16.320 shall apply.

(The rest of the tsunami code (above in underline) couldn’t apply, as it has to do with building above the predicted flood height, which wouldn’t apply to lahars.)

In a nutshell, WCC 16.16.320, states (the complete text is found in the Draft Code):

- That new development should be located, engineered, and constructed to as to reduce risks and not increase hazard potential;
- That impacts should be avoided;
- That new development must be directed toward portions of a parcel that are not subject to, or at risk from, geological hazards;
• That critical facilities shouldn’t be constructed or located in geologically hazardous areas if there’s a feasible alternative location outside geologically hazardous areas that would serve the intended service population;
• That a qualified professional must review development proposals that occur in potentially geologically hazardous areas to determine the potential risk;
• That proposed development should be sited far enough from erosion and landslide hazard areas to ensure at least 100 years of useful life;
• That agricultural activities are be allowed within geologically hazardous areas, and,
• That subdivisions aren’t allowed in most geohazard areas.

Option 2: Planning Commission Recommendation
As mentioned above (Development of the Proposed Lahar Hazard Zones, page 2), staff had recommended a simpler set of regulations to the Planning Commission, but with the caveat that we revisit this section after we have the newer USGS data. However, they were interested in looking at other options so staff helped developed the current proposal. One of the benefits of this scheme is that it sets up 4 different Lahar Hazard Zones based on estimated travel time of a lahar, allowing us to tailor regulations in each of those zones based on potential risk (see Table 1). In essence, it sets up a regulatory system similar to Piece County’s, though without the detailed data.

However, as you well know, a number of people testified against this language at your first public hearing. The heart of the public opposition had to do with the proposed occupancy limits (shown in Table 1), and a perception that certain businesses wouldn’t be able to expand. However, we don’t believe those testifying saw, or understood, footnote 2 of that table, which states, “Maximum occupancies listed here may be increased per WCC 16.16.350(D).”
### Table 1. Volcanic Hazard Zone Standards

<table>
<thead>
<tr>
<th>Facility/Occupancy List</th>
<th>Use Allowances and Maximum Occupancies&lt;sup&gt;2&lt;/sup&gt;</th>
<th>Lahar Hazard Zone</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>A</td>
<td>B</td>
</tr>
<tr>
<td>Essential Facilities</td>
<td>Prohibited</td>
<td>Prohibited</td>
</tr>
<tr>
<td>Hazardous Facilities</td>
<td>Prohibited</td>
<td>Prohibited</td>
</tr>
<tr>
<td>Special Occupancies</td>
<td>Prohibited</td>
<td>Allowed, subject to underlying zoning, with a maximum occupancy of 100.</td>
</tr>
<tr>
<td>Covered Assemblies</td>
<td>Prohibited</td>
<td>Allowed, subject to underlying zoning, with a maximum occupancy of 100.</td>
</tr>
</tbody>
</table>
| All other uses allowed by Title 20, Zoning | • *Within the Glacier LAMIRD* - All other uses allowed by Title 20, with a maximum occupancy of 25.  
• *Outside the Glacier LAMIRD* - Limited to single-family residences and their accessory structures | All other uses allowed by Title 20, with a maximum occupancy of 100. | Allowed, subject to underlying zoning, but shall meet the requirements of 16.16.260 and 265. | Allowed, subject to underlying zoning |

<sup>1</sup> See Article 9 for definitions of these facilities.

<sup>2</sup> Maximum occupancies listed here may be increased per WCC 16.16.350(D).

**16.16.350(D) Technical Assessment and Review.** In zones A & B<sup>3</sup>, any project proposing a maximum occupant load greater than 25 shall be required to have a volcanic hazards assessment prepared by a qualified professional that includes recommendations for siting of improvements intending to avoid volcanic hazards and a volcanic hazard management and evacuation plan. In addition, the technical administrator shall have the authority to require such assessment for any project deemed subject to an elevated risk from volcanic hazards.

This section basically says that any of the occupancy limits may be raised if the applicant has a report done by a “qualified professional that includes recommendations for siting of improvements intending to avoid volcanic hazards and a volcanic hazard management and evacuation plan.” It appears that the public testimony given against the Planning Commission’s proposal was based on misinterpretation, as the proposed language would generally allow all development per the underlying zoning. Thus, contrary

<sup>3</sup> C & D not listed since occupancy limits aren’t listed for those LIZs.
to their testimony, any of those business, schools, fire stations, etc. could expand as long as they put together an evacuation plan to get people out of harm's way were a lahar to occur (and meet the other parts of the zoning code).

In summary, staff believes that the Planning Commission's recommended language would work as a framework for future regulations, once better data is available, but doesn't believe that it works with the occupant loads proposed, especially without a warning system in place. Staff's original recommendation using the Pierce County model would have maintained the existing lahar hazard area limits on occupancy and/or congregations of large numbers of people until the forthcoming USGS data could be used to adapt the proposed zonation based on a more accurate assessment of risk.

Option 3: A Lahar Code Based on the Existing Lahar Code, with Some Modifications

Given Council's intent and staff's concerns with Options 1 and 2, we have prepared a third alternative for consideration. The below language is based on our existing lahar code, but modified for clarity and brevity, to eliminate the concept of lahar hazard zones and occupancy limits, and to acknowledge existing, legal nonconforming uses, essential facilities, and cellular communication facilities. As you can see, it, too, would allow most uses but would require any land use of greater intensity or density than single-family residence and accessory structures to develop an emergency management and evacuation plan for their site, and for some uses to propose hazard mitigation measures.

16.16.350 Standards – Volcanic hazard areas.
A. The following uses may be allowed in volcanic hazard areas subject to WCC 16.16.320(A, B, and C) and the provisions below:
   2. Accessory structures not involving human occupancy.
   3. Sewer collection facilities, communication facilities, and other utilities that are not likely to cause harm to people or the environment if inundated by a lahar. Underground utilities such as pipelines shall be allowed if demonstrated through a Volcanic Hazard Assessment to not likely be damaged by scour caused by a lahar.
   4. Expansion of legal nonconforming uses meeting criteria of WCC 16.16.270 and WCC 20.83, subject to the submittal and approval of a Volcanic Hazard Assessment meeting the requirements of subsection B(1-3).
   5. Essential facilities, subject to the submittal and approval of a Volcanic Hazard Assessment meeting the requirements of subsection B(1-3).
   6. All other uses allowed per the property's zoning district, subject to the submittal and approval of a Volcanic Hazard Assessment meeting the requirements of subsection B(1-4).

B. Volcanic Hazard Assessment Requirements. Where required by subsection A, a Volcanic Hazard Assessment shall be submitted for approval. Said assessment shall be prepared by a qualified professional or pertinent local, state, or federal agency and include the following elements:
   1. A travel time analysis that determines the amount of time anticipated for a lahar to reach the proposed project site.
2. If available, a description of existing or proposed detection and notification systems installed and maintained by a public entity. Until detection and notification systems are available, provide information on available resources for volcanic hazard monitoring and emergency preparedness.

3. An emergency management plan for the facility that:
   a. Is consistent with and integrated into a community emergency plan maintained by the Sheriff's Office of Emergency Management.
   b. Includes an emergency evacuation plan showing that the proposed project is that is within walking distance to a legally accessible area outside of the lahar inundation zone in an amount of time less than the anticipated time that it takes a lahar to reach the site, ideally after the triggering of a lahar warning system.
   c. Is required to be updated and exercised every three years.

4. Hazard mitigation measures deemed capable of withstanding lahar impacts and ensure life safety.

Summary

- Staff does not believe adopting regulations similar to the tsunami regulations is appropriate as it fails to provide sufficient mitigation for the interpreted hazards and would pose increased risk to our mountain communities. However, if after having this public discussion of risk Council wants to adopt regulations that allows higher occupancies and/or congregations of large numbers of people, staff suggests it would be prudent to find:
  o that lahars are not a significant hazard,
  o that an early warning and evacuation plan is adequate mitigation; and,
  o that the risk is acceptable.

- Though the Planning Commission's recommended language provides a good framework for the future, once better data is available, staff does not believe that it works with respect to occupant loads proposed. Staff's original recommendation using the Piece County model would have maintained the current limits on occupancy and/or congregations of large numbers of people until the forthcoming USGS data could be used to adapt the proposed zonation based on an accurate assessment of risk.

- Staff believes the 3rd option, a modified version of our current regulations, is the best interim approach to protecting people and property from potential volcanic hazards until a volcanic hazard monitoring system and emergency management plan is implemented and forthcoming hazard mapping can be included.

- Staff believes a robust volcanic hazard monitoring system and emergency management plan is warranted.

- Staff believes that the regulations should be revisited after we've received and analyzed the new lahar modeling data and volcanic hazard report we expect from the USGS within the next couple of years.
What Tahoma Audubon Society v. Pierce County Tells Us
(CPSGMHB Consolidated Case No. 05-3-0004c)
(The below text is verbatim from the decision.)

Tahoma Audubon Society challenged the provisions of Ordinance 2004-57s (Pierce County’s CAO) concerning “covered assemblies” in certain volcanic hazard zones. Park Junction Partners intervened on behalf of the County. Petitioner Tahoma Audubon argued that Pierce County failed to use the best available science in allowing 400-person occupancy in a lahar inundation zone that would be inundated within one hour of a lahar event, in a valley where no early warning system was feasible. Pierce County responded that risk assessment is a public policy choice which must be left to elected officials. Park Junction Partners asserted that Mount Rainier visitors “voluntarily choose to assume volcano-related risks” and that Pierce County was entitled to weigh the lahar risk against the economic goals of the County in encouraging tourism.

The Board found that the County had used best available science in mapping the lahar inundation zones and in calculating the time for lahars to reach locations within the inundation zones. The Board found that the GMA mandate to use best available science to protect the “functions and values” of critical areas – RCW 36.70A.172 – has no apparent application to volcanic hazard areas and that no other GMA provision appears to require the County to make human life and safety its paramount concern when adopting critical areas regulations. The Board determined that Petitioner Tahoma Audubon did not carry its burden of proving Pierce County’s action was non-compliant with the GMA. The Board agreed with the County that life-safety risk assessment is a public policy determination that rests with the moral conscience of elected officials, not with the Board. The Tahoma Audubon petition was dismissed.

This Board held that the state’s “minimum guidelines” (365-190 WAC) are not mandatory, only advisory. However, the Board also concluded, “If the county does not use [the minimum guidelines] ... it must explicitly identify those indicators it does use to satisfy the statutory analysis requirements.”

Pierce County’s regulations for volcanic hazard areas establish three sets of Lahar Inundation Zones based on the size of lahars as determined by the USGS – Case I, largest and least frequent, Case II, and Case III, most frequent but less destructive. Lahar travel times zones A, B, C, and D5 are based on the estimated time for a lahar flow to reach a specific area, adjusted for the availability of warning systems in the Puyallup River and Carbon River basins. No warning systems are practicable in the Upper Nisqually Valley because the likely source of lahars is too close to the population.

The County prohibits bonus densities in any of the volcano hazard areas. “Essential facilities” and “hazardous facilities” are also prohibited. (“Special Occupancy Structures” include schools, day care centers, nursing homes.)

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4 “Essential facilities” are necessary to maintain life and safety functions, such as police and fire stations, emergency medical facilities.
5 “Hazardous facilities” house or support toxic or explosive chemicals.
In a Case II Lahar Inundation Zone, Travel Time Zone A, the occupancy of a “covered assembly” is limited to 100 persons unless the project proponent satisfies certain requirements, in which case the occupancy may be increased to 400. The special conditions involve providing for evacuation of all occupants to a safe height out of the lahar inundation zone in the time appropriate to the lahar travel time zone.

Tahoma Audubon claims that the County’s “covered assembly” occupancy allowance in Lahar Inundation Zones violates RCW 36.70A.010 because the “safety” of the state’s residents is not protected. However, the Board must look to sections of the statute that impose specific requirements because the Board’s jurisdiction is limited to “the requirements of this chapter....” The Board concurs with the County. RCW 36.70A.010 – Legislative findings – indicates general legislative intent but does not create specific duties enforceable by this Board.

The Board is persuaded that Pierce County used best available science to designate its volcanic hazard areas. The County also incorporated best scientific analysis in its regulations by differentiating land use allowances based on current mapping of lahar inundation zones and, in particular, the lahar travel times from likely sources high on the flanks of Mount Rainier to populated areas in the lowlands. In addition, new lahar early warning systems were designed and installed in two drainages – Puyallup River and Carbon River – through close collaboration between Pierce County staff and USGS volcanologists.

The Board finds no direct requirement in the GMA that would allow it to substitute its judgment for that of the Pierce County elected officials on this matter. The GMA defines geologically hazardous areas as areas that “are not suited to siting of... development consistent with public health or safety concerns,” [RCW 36.70A.030(9)], but there is no affirmative mandate associated with this definition except “protect the functions and values.” Petitioners have not persuaded the Board that the requirement to protect the functions and values of critical areas has any meaning with respect to volcanic hazard areas or that the GMA contains any independent life-safety mandate.

The Board agrees with Pierce County that land use policy and responsibility with respect to Mount Rainier Case II lahars – “low probability, high consequence” events – is within the discretion of the elected officials; they bear the burden of deciding “How many people is it okay to sacrifice?”
A Risk Based Planning Approach for Lahar and Volcanic Hazards in Whatcom County

John Gargett, Deputy Director, Division of Emergency Management, Whatcom County Sheriff’s Office

Whatcom County faces the potential for a variety of risk, safety and security, and emergency/crisis events from its coastal waters on the Salish Sea to its eastern border in the North Cascades. The risks and threats have been well documented in the 2016 Whatcom County Natural Hazard Mitigation Plan. The Mitigation Plan is used to help guide both land use and emergency planning efforts. The 2016 Whatcom County Comprehensive Emergency Management Plan addresses how Whatcom County will respond to a catastrophic event that affects the entire county.

While many of the natural hazard risks have been known and existed for years, the density of population in these risk areas has grown, the nature of the responsibility of Whatcom County government to provide a response has grown, and residents and users of these areas are expecting more of government.

The Federal Emergency Management Agency has been conducting an update to the risk map (RiskMap) for Whatcom County since 2011. The primary goal of the Federal Emergency Management Agency RiskMap program is to reduce the loss of life and property through an integrated community approach of Risk Based Emergency Planning. The preliminary results of this work were presented in January 2017 and the information is a valuable tool in helping Whatcom County develop a resilience strategy to the risks facing Whatcom County.

One of the rationales for Risk Based Emergency Planning in Whatcom County is that we are a diverse geological environment that has continued, and will continue, to change over time. Landslides, volcanic eruptions, lahars, mud flows, floods, earthquakes, tsunamis, wild fires, wind storms and severe weather are part of living in Whatcom County. The Whatcom County Natural Hazard Mitigation Plan is a living and active document that addresses many of these hazards from a comprehensive planning perspective, the results of should be incorporated into land use regulations. Mitigation efforts and land use regulations do have a positive impact on the effects of many of these hazards but they do not eliminate the hazard and are only a part of Risk Based Planning.

![Figure 1 - FEMA RiskMap Life Cycle](image)

The Whatcom County Sheriff’s Office Division of Emergency Management is responsible for the Whatcom County Natural Hazard Mitigation Plan and Comprehensive Emergency Management Plan. The Whatcom County Sheriff’s Office Division of Emergency Management recognizes that there also must be site, hazard, and threat specific planning that builds beyond the base provided by the Natural Hazard Mitigation Plan and Comprehensive Emergency Management Plan. You cannot eliminate all risk through land use planning and you cannot have comprehensive planning apply to every risk. We must live in harmony with our natural environment and build a resilient community that ensures that
property rights, environmental protection, economic development, land use planning, and emergency management are balanced, and that the risks are understood, reasonable strategies employed, and communities protected.

Risk Based Emergency Planning recognizes that some areas in Whatcom County have unique risks that may require this balanced approach, and that it is not possible to mitigate all effects of a hazardous event. Risk Based Emergency Planning views the sub segments of a community as an ecosystem comprised of the natural environment, existing and proposed land use policies, emergency detection, warning and action plans. (See Figure 1)

![Diagram](image)

**Figure 1 - Risk Based Planning Methodology**

**Case 1: Risk Based Emergency Planning Applied to the Tsunami Threat in Coastal Whatcom County**

Tsunamis are a potential threat for our coastal communities here in Whatcom County, although arguably one of the lower threats. Winter Storms, Erosion, Severe Winds, and Tidal Overflow all occur regularly, have significant impact, and regularly cause damage to our coastal areas.

Beyond the Washington State Department of Natural Resources and National Oceanic and Atmospheric Administration Tsunami Hazard Map of the Bellingham Area⁶, there has been no published scientific

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information on the tsunami threat to Whatcom County. Even in the study one of the limitations is, “while the modeling can be a useful tool to guide evacuation planning, it is not of sufficient resolution to be useful for land-use planning”

Tsunamis are unquestionably a potential risk that must be planned for the coastal areas of Whatcom County. While there may be scientific debate about frequency, size, type, and other details related to the specific impacts, the Washington State Department of Natural Resources and National Oceanic and Atmospheric Administration Tsunami Hazard Map does suggest that the coastal areas of Whatcom County should plan for surge inundations of between three and five meters. There has been some additional modeling—expected to be published in 2017 that suggests the planning for a surge in Whatcom County could be between five and seven meters. The Risk Based Emergency Planning approach is shown in Figure 2.

![Risk Based Planning for Tsunamis In Whatcom County](image)

**Figure 2 - Risk Based Planning for Tsunamis In Whatcom County**

What we do know about tsunamis in Whatcom County is that:

- The risk of a tsunami is real based on the best available science;
- There is a potentially significant impact on our coastal communities;
- There is an international warning system for regional or distant tsunamis;

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The building code requires mitigation for structures built in tsunami threatened Coastal Communities;

When the risk of tsunamis is considered against what Whatcom County has done, the results are generally that Whatcom County is not prepared for a tsunami because it has:

- No comprehensive coastal warning system;
- No Coastal Community specific emergency response plans;
- Never exercised its Whatcom County Comprehensive Emergency Management Plan for a tsunami;
- Held minimal, if any, training with Whatcom County departments, local fire districts, or regional partners on a tsunami response in the Coastal Communities of Whatcom County.

If a formal audit were conducted on the state of readiness of Whatcom County following a tsunami today, the summary would probably say that while Whatcom County was aware of the risk and did undertake some building standards, but it did not have a comprehensive warning system, had not done Coastal Community Emergency Planning, and was generally unprepared as shown in Figure 3.

![Diagram](image.png)

**Figure 3 – Possible Audit Outcome on Whatcom County Tsunami Preparedness**

The fact that the Whatcom County Sheriff’s Office Division of Emergency Management has begun Risk Based Emergency Planning specifically for Tsunamis in 2017 would perhaps mitigate these shortcomings and be a positive factor in the final report since the work was underway.
Case 2: Jones Creek Landslide – A Risk Based Emergency Planning Success

Whatcom County has one of the largest landslide risk profiles in Washington State. The Jones Creek alluvial fan and associated deep-seated landslide in Acme is an example of effective Risk Based Emergency Planning. The 27-acre slide area in Jones Creek that is currently moving is not new or unique in the drainage. The town of Acme is built on the alluvial fan of Jones Creek, created by the outflow of previous slides over thousands of years. The Acme Elementary School is in the outflow area, as are most of the buildings (both commercial and residential) in the town of Acme. Jones Creek has had debris flows for thousands of years and will continue to experience them.

Because of the 2009 debris flow, as well as the work of Kerr Wood Leidal in 2003 on the slide, the community of Acme, along with Whatcom County, began a comprehensive look at how to live with the identified hazard. Whatcom County Public Works has engineered mitigation that should redirect potential flows away from Acme and is currently seeking funding to undertake additional work. Whatcom County Planning has incorporated the hazards into the process for new building permits. The Whatcom County Sheriff’s Office Division of Emergency Management has developed a response strategy in concert with Whatcom County Fire District #16, Whatcom County Public Works, Mt. Baker School District, and the Washington State Department of Natural Resources. The United States Geological Survey has placed a gauge on Jones Creek as a detection measure with funding from Whatcom County Public Works. Whatcom County Fire District #16 is responsible for early warning. The Whatcom County Sheriff’s Office Division of Emergency Management leads the ongoing review, update, exercising, and implementation of the emergency plan.

Figure 4 - Jones Creek Risk Based Planning
The Whatcom County Sheriff's Office Division of Emergency Management has applied Risk Based Emergency Planning to Jones Creek; thus, Whatcom County is aware of the hazard and is addressing the hazard from all possible perspectives.

If a formal audit were conducted on the state of readiness of Whatcom County following a landslide at Jones Creek today, the summary would probably say that Whatcom County was aware of the hazard, had undertaken Risk Based Emergency Planning, incorporated the hazards into its land use planning, had a detection and warning system in place, had planned its response, and was undertaking mitigation activities. (See Figure 5.)

Figure 5 – Possible Outcome on Whatcom Counties Preparedness for a Jones Creek Landslide

Case 3: Risk Based Emergency Planning Applied to the Volcanic and Lahar Threat in Whatcom County

Mt. Baker is an active volcano and a threat for communities in Whatcom County, although, as with tsunamis, arguably one of the lower threats. Based on the Federal Emergency Management Agency RiskMap report, lahars are a clear risk in Whatcom County, “A lahar is a mudflow or debris flow from the slope of a volcano that originates from melted snow and ice. An eruption from Mount Baker could cause a lahar to follow the Nooksack River drainage and through portions of Ferndale. Mount Baker has erupted in the past and will erupt again. While the probability of an eruption is low, volcanic activity will cause massive destruction of property and probable loss of life. Volcanic activity that results in a debris flow could also cause flooding along the Nooksack River. There may be little warning for nearby populations to evacuate in the event of a lahar. An eruption could also trigger earthquakes and landslides (Whatcom County 2015).”
The United States Geological Survey, through the David A. Johnston Cascades Volcano Observatory, has studied and documented the potential hazards of Mt. Baker. These include Lava Flows, Pyroclastic Flows, Tephra, and Lahars. While all are potential threats to the general population of Whatcom County, Lahars present the largest threat to the Nooksack River communities, as shown in Figure 6.

Figure 6 - Lahar Hazard to Whatcom County\(^7\)

Lahars are a known documented hazard in Whatcom County and directly threaten communities along the Middle and North Forks of the Nooksack River, including the towns of Glacier, Maple Falls, and Deming. Lahars also could cause damage in the towns of Everson, Sumas, Lynden, and Ferndale. In the 2017 Federal Emergency Management Agency RiskMap Report, over 600 buildings in Ferndale are identified that may be at risk from Mt. Baker Lahars. According to the United States Geological Survey,

6800 years ago there was a lahar (not caused by a volcanic eruption but rather a landslide) that is described where: "deposits in the Middle Fork indicate that the debris flow was at least 100 m (325 ft) deep as it moved downvalley. Deposits from this event can be traced from the Middle Fork to the main Nooksack River and as far downstream as Deming. Beyond Deming, these deposits are buried by river sediments; however, on the basis of the behavior of similarly sized cohesive debris flows at Mount Rainier and Mount St. Helens, it is likely that this debris flow continued downstream to Puget Sound."

The lahar that occurred about 6800 years ago is not unique in the documented history of events from Mt. Baker. To ensure that the information on the hazards of Mt. Baker is well understood, the United States Geological Survey is in the process of updating the models for the potential effects of lahars from Mt. Baker. Other scientists have expressed their belief that the effects of lahars may be overstated, however, all agree that the threat does exist at least as far downstream as Deming.

Lahars are unquestionably a potential hazard with associated risks that must be planned for the Middle and North Fork of the Nooksack River drainages of Whatcom County. While there may be scientific debate about frequency, size, type, and other details related to the specific impacts, the United States Geological Survey, Washington State Department of Natural Resources, and both Whatcom County and Private Geologists do agree that Whatcom County should plan for lahars. In terms of the Risk Based Emergency Planning approach, this is shown in Figure 7.

Figure 7 - Risk Based Planning for Lahar's In Whatcom County
What we do know in Whatcom County about Lahars is that:

- The hazards and risk of lahars is real based on the best available science;
- There is a potentially significant impact on our riverine and mountain communities;

When the risk of lahars is considered against what Whatcom County has done, the results are that Whatcom County is not prepared for a Lahar because it has:

- Very limited detection;
- No Warning System
- No Mountain or Riverine community specific emergency response plans;
- Never exercised its Whatcom County Comprehensive Emergency Management Plan for a lahar or eruption of Mt. Baker;
- Held minimal, if any, training with Whatcom County departments, local fire districts, or regional partners on a lahar response in Whatcom County.

If a formal audit were conducted on the state of readiness of Whatcom County following a lahar today, the summary would probably say that Whatcom County was aware of the hazards and potential risks, but due to a lack of detection equipment, warning systems, Risk Based Emergency Planning, clear land use requirements, and limited mitigation efforts, was woefully unprepared (Figure 8).

![Risk Assessment - Whatcom County does have a Lahar risk (best available science)]

![Impact Analysis - Whatcom County should plan for Lahar damage (best available science)]

![Detection - USGS has only one old detection gauge and a downstream flow gauge.]

![Warning - No warning system is currently in place. No coordinated strategy for testing, exercising, maintenance or activation.]

![Emergency Planning - Only addressed in Whatcom County Comprehensive Emergency Management Plan. No specific Mountain or Riverine Community Planning (Glacier, Deming, etc.)]

![Land Use Planning - Lahar and Volcanic Building & Land Use Standards]

![Mitigation - No projects identified or scoped.]

![Response - Never required (or exercised) county wide, or in Mountain or Riverine Communities]

Figure 8 – Possible Audit Outcome on Whatcom County Lahar and Volcanic Preparedness

The fact that the Whatcom County Planning and Development Services has undertaken community based land use planning since at least 2005 and the Whatcom County Sheriff’s Office Division of
Emergency Management has begun planning for a 2018, lahar-based volcanic hazard full-scale exercise would perhaps mitigate for these short-comings and be a positive factor in the final report since the work was underway. It is critical for Whatcom County to demonstrate that it is aware of its hazards and potential risks and is addressing those risks from all possible perspectives.

Conclusion
Whatcom County needs to undertake Risk Based Emergency Planning for it volcanic and lahar hazards and associated risks as the density of population in these risk areas has grown, the nature of the responsibility of Whatcom County government to provide a response has grown, and the expectations of the residents and users of these areas are expecting more of government. Landslides, volcanic eruptions, lahars, and mud flows are realities of living in Whatcom County. You cannot eliminate all risk through land use planning alone and you cannot have comprehensive emergency planning that applies to every risk. We must live in harmony with our natural environment and build a resilient community that ensures that property rights, environmental protection, economic development, land use planning, and emergency management are balanced, that the risks are understood, reasonable strategies are employed, and communities are protected through Risk Based Emergency Planning.
Existing CAO Language

Article 3. Geologically Hazardous Areas

16.16.310 Designation, mapping and classification.
C. For purposes of this chapter, geologically hazardous areas shall include all of the following:
   4. Volcanic Hazard Areas. Volcanic hazard areas shall include areas subject to lava flows, pyroclastic flows, pyroclastic surges, mud flows, lahars, debris flows, debris avalanche, ash (tephra) clouds or ash (tephra) fall, lateral blast, ballistic debris, or flooding resulting from volcanic activity.

16.16.350 Standards - Volcanic hazard areas.
Development may be allowed in volcanic hazard areas; provided, that all reasonable measures have been taken to minimize risks and other adverse effects associated with volcanic hazards, and when the amount and degree of the alteration are limited to the minimum needed to accomplish the project purpose. For lahar inundation zones, the following activities shall be allowed as specified:
A. Developments that meet the reasonable use or variance standards and procedures as set forth in WCC 16.16.270.
B. Sewer collection facilities and other utilities that are located underground and not likely to cause harm to people or the environment if inundated by a lahar.
C. Critical facilities, as defined in subsection 1 of “critical facilities,” Article 8 of this chapter, of 50 or more persons may be permitted within lahar inundation zones subject to the conditional use permit requirements of Chapter 20.84 WCC; provided, that the following criteria are also met:
   1. The applicant demonstrates through submittal of a travel time analysis prepared by a qualified professional or local, state, or federal agency the amount of time that is anticipated for a lahar to reach the proposed project and evacuation route, together with a description of existing or proposed detection and notification systems to be installed and maintained by a public entity.
   2. The applicant has provided an emergency evacuation plan prepared by a qualified professional or local, state, or federal agency showing that the proposed project is located directly adjacent to a safety zone that is within walking distance in an amount of time less than the anticipated time that it takes a lahar to reach the site after the triggering of an alarm and notification.
D. Accessory structures not involving human occupancy shall be allowed.
E. Single-family developments and duplexes may be permitted in lahar hazard areas subject to WCC 16.16.320(A).

16.16.320 Geologically hazardous areas - General standards.
The following requirements shall apply to all activities in geologically hazardous areas:
A. Alterations shall be directed toward portions of parcels or parcels under contiguous ownership that are not subject to, or at risk from, geologic hazards and/or are outside any associated buffer established by this article.
16.16.800 Definitions.

"Critical facilities (essential facilities)" means buildings and other structures that are intended to remain operational in the event of extreme environmental loading from flood, wind, snow or earthquakes pursuant to the International Building Code (IBC), 2003 Edition. These include, but are not limited to:

1. Buildings and other structures that represent a substantial hazard to human life in the event of failure including, but not limited to:
   a. Buildings and other structures where more than 300 people congregate in one area;
   b. Buildings and other structures with elementary school, secondary school or day care facilities with an occupant load greater than 250;
   c. Buildings and other structures with an occupant load greater than 500 for colleges or adult education facilities;
   d. Health care facilities with an occupant load of 50 or more resident patients but not having surgery or emergency treatment facilities;
   e. Jails and detention facilities;
   f. Any other occupancy with an occupant load greater than 5,000;
   g. Power-generating stations, water treatment for potable water, wastewater treatment facilities and other public utility facilities not included in subsection 2 of this definition;
   h. Buildings and structures not included in subsection 2 of this definition containing sufficient quantities of toxic or explosive substances to be dangerous to the public if released.

2. Buildings and other structures designed as essential facilities including, but not limited to:
   a. Hospitals and other health care facilities having surgery or emergency treatment facilities;
   b. Fire, rescue, and police stations and emergency vehicle garages;
   c. Designated earthquake, hurricane or other emergency shelters;
   d. Designated emergency preparedness, communication, and operation centers and other facilities required for emergency response;
   e. Structures containing highly toxic materials as defined by IBC Section 307 where the quantity of the material exceeds the maximum allowable quantities of IBC Table 307.7(2);
   f. Aviation control towers, air traffic control centers and emergency air-raft hangars;
   g. Buildings and other structures having critical national defense functions;
   h. Water treatment facilities required to maintain water pressure for fire suppression;
   i. Power-generating stations and other public utility facilities required as emergency backup facilities for structures listed above.
Chapter 365-190 WAC Minimum Guidelines to Classify Agriculture, Forest, Mineral Lands, and Critical Areas

WAC 365-190-120 Geologically hazardous areas

(11) Geologically hazardous areas. Geologically hazardous areas include areas susceptible to erosion, sliding, earthquake, or other geological events. They pose a threat to the health and safety of citizens when incompatible commercial, residential, or industrial development is sited in areas of significant hazard.

(12) Some geological hazards can be reduced or mitigated by engineering, design, or modified construction or mining practices so that risks to public health and safety are minimized. When technology cannot reduce risks to acceptable levels, building in geologically hazardous areas must be avoided. The distinction between avoidance and compensatory mitigation should be considered by counties and cities that do not currently classify geological hazards, as they develop their classification scheme.

(13) Areas that are susceptible to one or more of the following types of hazards shall be classified as a geologically hazardous area:

(a) Erosion hazard;
(b) Landslide hazard;
(c) Seismic hazard; or
(d) Areas subject to other geological events such as coal mine hazards and volcanic hazards including: Mass wasting, debris flows, rock falls, and differential settlement.

(14) Counties and cities should assess the risks and classify geologically hazardous areas as either:

(a) Known or suspected risk;
(b) No known risk; or
(c) Risk unknown – data are not available to determine the presence or absence of risk.

(15) Erosion hazard areas include areas likely to become unstable, such as bluffs, steep slopes, and areas with unconsolidated soils. Erosion hazard areas may also include coastal erosion areas: This information can be found in the Washington state coastal atlas available from the department of ecology. Counties and cities may consult with the United States Department of Agriculture Natural Resources Conservation Service for data to help identify erosion hazard areas.

(16) Landslide hazard areas include areas subject to landslides based on a combination of geologic, topographic, and hydrologic factors. They include any areas susceptible to landslide because of any combination of bedrock, soil, slope (gradient), slope aspect, structure, hydrology, or other factors, and include, at a minimum, the following:

(a) Areas of historic failures, such as:

(i) Those areas delineated by the United States Department of Agriculture Natural Resources Conservation Service as having a significant limitation for building site development;

(ii) Those coastal areas mapped as class u (unstable), uos (unstable old slides), and urs (unstable recent slides) in the department of ecology Washington coastal atlas; or
(iii) Areas designated as quaternary slumps, earthflows, mudflows, lahars, or landslides on maps published by the United States Geological Survey or Washington department of natural resources.

(b) Areas with all three of the following characteristics:
   (i) Slopes steeper than fifteen percent;
   (ii) Hillsides intersecting geologic contacts with a relatively permeable sediment overlying a relatively impermeable sediment or bedrock; and
   (iii) Springs or groundwater seepage.

(c) Areas that have shown movement during the Holocene epoch (from ten thousand years ago to the present) or which are underlain or covered by mass wastage debris of this epoch;

(d) Slopes that are parallel or subparallel to planes of weakness (such as bedding planes, joint systems, and fault planes) in subsurface materials;

(e) Slopes having gradients steeper than eighty percent subject to rockfall during seismic shaking;

(f) Areas potentially unstable as a result of rapid stream incision, stream bank erosion, and undercutting by wave action, including stream channel migration zones;

(g) Areas that show evidence of, or are at risk from snow avalanches;

(h) Areas located in a canyon or on an active alluvial fan, presently or potentially subject to inundation by debris flows or catastrophic flooding; and

(i) Any area with a slope of forty percent or steeper and with a vertical relief of ten or more feet except areas composed of bedrock. A slope is delineated by establishing its toe and top and measured by averaging the inclination over at least ten feet of vertical relief.

Seismic hazard areas must include areas subject to severe risk of damage as a result of earthquake induced ground shaking, slope failure, settlement or subsidence, soil liquefaction, surface faulting, or tsunamis. Settlement and soil liquefaction conditions occur in areas underlain by cohesionless soils of low density, typically in association with a shallow groundwater table. One indicator of potential for future earthquake damage is a record of earthquake damage in the past. Ground shaking is the primary cause of earthquake damage in Washington, and ground settlement may occur with shaking. The strength of ground shaking is primarily affected by:

(a) The magnitude of an earthquake;

(b) The distance from the source of an earthquake;

(c) The type or thickness of geologic materials at the surface; and

(d) The type of subsurface geologic structure.

Other geological hazard areas:

(b) Volcanic hazard areas must include areas subject to pyroclastic flows, lava flows, debris avalanche, or inundation by debris flows, lahars, mudflows, or related flooding resulting from volcanic activity.

(c) Mine hazard areas are those areas underlain by, adjacent to, or affected by mine workings such as adits, gangways, tunnels, drifts, or air shafts. Factors which should be considered include: Proximity to development, depth from ground surface to the mine working, and geologic material.
### TITLE OF DOCUMENT:
Discussion with legislative analyst regarding work assignments

### ATTACHMENTS:

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

### COMMITTEE ACTION:

### COUNCIL ACTION:

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<th>Related County Contract #:</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](http://www.co.whatcom.wa.us/council).
**WHATCOM COUNTY COUNCIL AGENDA BILL**

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**RECEIVED**

MAR 14 2017

WHATCOM COUNTY COUNCIL

**TITLE OF DOCUMENT:**
Ordinance regarding the temporary installation of stop signs on Unick Road at Elder Road to facilitate the Slater Road/Jordan Creek Fish Passage Project construction detour.

**ATTACHMENTS:**
1. Cover Memo
2. Agenda Bill
3. Ordinance

**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.)

To comply with RCW 36.32.120 and 46.61.200, it is found necessary and expedient to install temporary traffic control signs on Unick Road at Elder Road to facilitate the Slater Road/Jordan Creek Fish Passage Project construction detour.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**
3/21/2017: Introduced 7-0

**Related County Contract #:**

**Related File Numbers:**

**Ordinance or Resolution Number:**

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

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

Through: Jon Hutchings, Director

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

Date: March 7, 2017

Re: Ordinance Regarding Temporary Installation of Stop Signs on Unick Road during Construction of the Slater Rd/Jordan Creek Fish Passage Project

Requested Action
Public Works respectfully requests that the County Council adopt the proposed ordinance to install temporary stop signs on Unick Road at Elder Road during construction of the Slater Road/Jordan Creek Fish Passage Project.

Background and Purpose
The existing 7-foot high by 10-foot wide by 190-foot long steel arch culvert under Slater Road at Jordan Creek is failing and in need of immediate repair. The existing culvert is also considered a barrier to fish passage which will be addressed as part of the project. The Slater Road/Jordan Creek Fish Passage Project Alternatives Study Report that was presented to Council in February 2016 recommended a preferred alternative including a full span bridge replacement utilizing a full road closure during construction. Since that time, design, permitting and real estate work has been completed and construction of this project is expected to begin this spring with construction activities expected to be completed in late 2017 or early 2018.

During the construction of this project local traffic will be detoured around the project site via Elder Road, Unick Road and Lake Terrell Road. Public Works proposes to install temporary stop signs on Unick Road at the intersection with Elder Road to improve safety and help manage the increased traffic this intersection will experience during the use of this detour. These temporary stop signs will be removed as soon as construction of the project is complete.

Information
This ordinance will allow for the temporary installation of stop signs and is necessary to comply with RCW 36.32.120 and 46.61.200 to install traffic control signs.

Please contact James Lee at extension 6264 with any questions regarding this ordinance.
SPONSORED BY: 

PROPOSED BY: Public Works - Engineering

INTRODUCTION DATE: 03/21/2017

ORDINANCE NO.

REGARDING TEMPORARY INSTALLATION OF STOP SIGNS ON UNICK ROAD AT ELDER ROAD DURING CONSTRUCTION OF THE SLATER ROAD/JORDAN CREEK FISH PASSAGE PROJECT

WHEREAS, in compliance with RCW 36.32.120 and 46.61.200, it is found necessary and expedient to install traffic control signs on certain County Roads; and

WHEREAS, the existing steel arch culvert under Slater Road at Jordan Creek is failing and is considered a barrier to fish passage; and

WHEREAS, Public Works presented an alternative analysis report to Council in February of 2016 recommending replacing the failing culvert with a full span bridge with a full closure of Slater Road during construction; and

WHEREAS, design, permitting and real estate work on the project is now complete and construction of this project is expected to start in the spring of 2017 with completion anticipated in late 2017 or early 2018; and

WHEREAS, during construction of this project Slater Road will be closed at the project site and local traffic will be detoured to Elder Road, Unick Road and Lake Terrell Road; and

WHEREAS, Public Works proposes installing temporary stop signs on Unick Road at Elder Road to improve the safety of this intersection during use of this detour;

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that temporary stop signs be installed on Unick Road at Elder Road this spring upon the start of project construction;
BE IT FURTHER ORDAINED that upon completion of the project the temporary stop signs will be removed;

AND BE IT FURTHER ORDAINED that the County Engineer is hereby directed to install the appropriate signs and that the Whatcom County Sheriff be notified by providing him with a copy of this ordinance.

ADOPTED this ____ day of ____________, 2017.

ATTEST:

Dana Brown-Davis, Council Clerk

Barry Buchanan, Council Chair

APPROVED AS TO FORM:

[Signature]

Civil Deputy Prosecutor

( ) Approved    ( ) Denied

Jack Louws, Executive

Date: ________________
### WHATCOM COUNTY COUNCIL AGENDA BILL

**NO.** 2017-110

<table>
<thead>
<tr>
<th>CLEARANCES</th>
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<tr>
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<td>4/4/2017</td>
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**RECEIVED**

Mar 14 2017

WHATCOM COUNTY COUNCIL

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**TITLE OF DOCUMENT:**

Ordinance regarding the temporary installation of stop signs at the Oat Coles Road/Swift Creek temporary bridge crossing.

**ATTACHMENTS:**

1. Cover Memo
2. Agenda Bill
3. Ordinance

<table>
<thead>
<tr>
<th>SEPA review required?</th>
<th>( ) Yes</th>
<th>( x ) NO</th>
<th>Should Clerk schedule a hearing?</th>
<th>( x ) 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.)

To comply with RCW 36.32.120 and 46.61.200, it is found necessary and expedient to install temporary traffic control signs on the temporary Oat Coles Road/Swift Creek Bridge crossing.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

3/21/2017: Introduced 7-0

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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.
Memorandum

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

Through: Jon Hutchings, Director

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

Date: March 7, 2017

Re: Ordinance Regarding Temporary Installation of Stop Signs at the
Oat Coles Road/Swift Creek Temporary Bridge Crossing

Requested Action
Public Works respectfully requests that the County Council adopt the proposed ordinance to install temporary stop signs at the Oat Coles Road/Swift Creek temporary bridge crossing.

Background and Purpose
The existing Oat Coles Road/Swift Creek Bridge No. 313 deck was pulled in January 2017 due to stream sediments aggrading at the bridge to the point that Swift Creek flows risked backing up behind the bridge and jumping out of channel. Pulling the bridge deck has allowed for unimpeded flows of Swift Creek at this location and abated the immediate risk of Swift Creek jumping its banks at this location.

Public Works is proposing to install a temporary stop-controlled single-lane bridge at this location to restore access for the local community, fire district and Nooksack Valley School District among others. The proposed temporary single-lane bridge will provide additional vertical clearance at this crossing which will accommodate future channel aggradation. A permanent solution at this site will be developed in conjunction with implementation of the Swift Creek Sediment Management Action Plan.

Information
This ordinance will allow for the temporary installation of stop signs for traffic control that is needed at the proposed temporary Oat Coles/Swift Creek bridge crossing. This ordinance is necessary to comply with RCW 36.32.120 and 46.61.200 to install traffic control signs.

Please contact James Lee at extension 6264 with any questions regarding this ordinance.
ORDINANCE NO.______

REGARDING TEMPORARY INSTALLATION OF STOP SIGNS
AT THE OAT COLES / SWIFT CREEK TEMPORARY BRIDGE CROSSING

WHEREAS, in compliance with RCW 36.32.120 and 46.61.200, it is found necessary and expedient to install traffic control signs on certain County Roads; and

WHEREAS, the Oat Coles Road/Swift Creek Bridge No. 313 bridge deck was removed in January, 2017 to allow Swift Creek to flow unimpeded to assist in keeping flows within its banks; and

WHEREAS, Public Works desires to install a temporary stop-controlled single-lane bridge at this crossing that will provide additional vertical clearance to allow for future channel aggradation at this location while work continues on implementing the Swift Creek Sediment Management Action Plan (Plan); and

WHEREAS, construction of a temporary stop-controlled single-lane traffic bridge will allow the least amount of inconvenience to traffic; and

WHEREAS, that work implementing the Plan will identify a permanent solution for this temporary bridge crossing and updates on the status of the permanent solution will be provided in the future as appropriate;

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that stop signs be installed at the northern and southern approaches to the temporary single-lane Oat Coles Road/Swift Creek bridge crossing.
BE IT FURTHER ORDAINED that upon removal or replacement of the temporary single-lane Oat Coles Road/Swift Creek Bridge the stop signs will be removed.

BE IT FURTHER ORDAINED that the County Engineer is hereby directed to install the appropriate signs and that the Whatcom County Sheriff be notified by a copy of this ordinance.

ADOPTED this _____ day of __________, 2017.

ATTEST:

Dana Brown-Davis, Council Clerk

Barry Buchanan, Council Chair

APPROVED AS TO FORM:

Civil Deputy Prosecutor

( ) Approved ( ) Denied

Jack Louws, Executive

Date: ___________________________
## TITLE OF DOCUMENT:
Proposed Ordinance change to the Whatcom County’s Code Title 12.60 Road Naming System including Honorary Road Naming.

## ATTACHMENTS:
1. Memo
2. Ordinance
3. Exhibit A: Proposed Changes to Whatcom County Code 12.60

<table>
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<tr>
<th>SEPA review required?</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.)

Amendment of Whatcom County’s Road Names System, Whatcom County Code 12.60 to include Honorary Naming of Roads.

## COMMITTEE ACTION:

## COUNCIL ACTION:
3/21/2017: Introduced 7-0

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

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

Through: Jon Hutchings, Director

From: Joseph P. Rutan, P.E., County Engineer/Assistant Director

Date: March 6, 2017

Re: Proposed Honorary Road Naming Ordinance

Requested Action:
The Public Works Department requests the proposed attached changes to Whatcom County Code Title 12.60, “Road Naming System” to include Honorary Naming of Roads be scheduled for a Public Hearing.

Background and Purpose:
In May of 2016 the Whatcom County Council approved an amendment to WCC 12.60, “Road Naming System” to provide a mechanism to allow for honorary road name signs. It was subsequently discovered that the version of the existing ordinance to be amended was incorrect.

The code changes approved in May 2016 are the same as the code changes now being proposed although the correct existing version of WCC 12.60 is now used. This corrected version will supersede the May 2016 version.

Information:
The honorary naming of a roadway will not change the legal name of the roadway. The honorary roadway sign will be of a different color and will be located below the legal road name sign.

The attached proposed code amendment is based upon an existing King County Ordinance.
ORDINANCE NO.________

AMENDING WHATCOM COUNTY CODE CHAPTER 12.60, ROAD NAMING SYSTEM

WHEREAS, Whatcom County citizens have requested honorary names for County Roads; and

WHEREAS, the Whatcom County Code (WCC) has no system to include honorary road naming; and

WHEREAS, the Whatcom County Public Works Department has identified additional changes to WCC 12.60 that, if adopted, should improve the implementation and administration of the code; and

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that the Road Naming System chapter, WCC 12.60 is hereby amended as shown on Exhibit A, with the addition of the Honorary Road Naming section, WCC 12.60.150, and the renumbering of the two immediately following sections of that chapter.

ADOPTED this ___ day of ________________, 2017.

ATTEST: WHATCOM COUNTY COUNCIL

Dana Brown-Davis, Council Clerk WHATCOM COUNTY, WASHINGTON

Barry Buchanan, Council Chair

APPROVED AS TO FORM: ( ) Approved ( ) Denied

Chief Civil Deputy Prosecutor Jack Louws, Executive

Date: ___________________________
Chapter 12.60
ROAD NAMING SYSTEM

Sections:
12.60.010 Purpose.
12.60.020 Definitions.
12.60.030 Responsibilities of the public works department.
12.60.040 Appointment and responsibilities of the citizen address and road name appeals committee.
12.60.050 Requirement for road name.
12.60.060 Criteria for road name selection.
12.60.070 Name assignment procedure.
12.60.080 Road name signs.
12.60.090 Road sign specifications.
12.60.100 Address numbering system.
12.60.110 Correction of address number sequence.
12.60.120 Address number assignment.
12.60.130 Life, safety and property protection standards for address designation markers.
12.60.140 Road name changes and procedures.
12.60.150 Honorary Road Naming
12.60.150 12.60.160 Master map.
12.60.160 12.60.170 Compliance requirements and penalties.
12.60.190 Severability.

12.60.010 Purpose.
The purpose of this chapter is to provide for a logical system of road naming and address numbering, which is consistent with the desires of Whatcom County residents, with the Whatcom County Comprehensive Plan, and with the practical needs of county residents, emergency service providers, and visitors. (Ord. 96-049).

12.60.020 Definitions.
A. "Address" means the appropriate combination of address number, directional prefix or suffix, road name, and road type, e.g., 100 East Bakerview Road.

B. "Address grid system" means an imaginary network of uniformly spaced horizontal and perpendicular lines used to establish regularly spaced intervals as the basis for assigning address numbers.

C. "Address marker" means a marker with numbers on two sides used to designate an address number along a road, or numbers affixed to a building.

D. "Address number" means the assigned property number which is written ahead of the road name, e.g., '525' Noon Road, and shall be numerical only.
E. "Alpha road name" means a word, usually a proper or common noun, or a combination of words used to identify a road, e.g., 'Smith' Road, 'Trout Lake' Road.

F. "Applicant" means the individual(s(s)) or entity responsible for initiating the creation or expansion of a road or requesting the change of the name of an existing road.

G. "Block number" means the 100 number interval based on the address grid system.

H. "Building address number including building designation" means the property number assigned to a building.

I. "Directional prefix" is the word such as "West" or "East" placed ahead of the name of a road.

J. "Directional suffix" is the word such as "West" or "East" placed after the road type, e.g., Willow Lane East.

K. "Driveway": Primary function is to provide direct access to property.

L. "Joint driveway" means a driveway with primary function to provide direct access for up to four properties.

M. "Mobile home park" means any parcel of land or adjacent parcels of land in the same ownership which is utilized for occupancy by more than two mobile homes.

N. "Numeric road name" means an ordinal number used to identify a road, e.g., '2nd Street', '31st' Avenue.

O. "Private road" means a road which is on private property and which is maintained with private funds.

P. "Recreational vehicle park" means a parcel of land in which three or more sites are primarily for occupancy by recreational vehicles for travel, recreation or vacation uses.

Q. "Right-of-way" means a legal right of passage over a piece of land, generally established by either dedication, ownership, or easement.

R. "Road" means a travel way intended for the use of motorized vehicles or other modes of transportation.

S. "Road name sign" means a sign designating the name of a travel way.

T. "Road name type" follows the road's alpha road name and indicates the type of travel way, e.g., Britton 'Road', Sunset 'Lane'. (Ord. 96-049).

12.60.030 Responsibilities of the public works department.
A. Whatcom County department of public works, hereinafter called the department, is directed to assign and/or change address numbers to buildings and unimproved property, to facilitate and record the naming of roads, and to assure placement of road name signs, according to the provisions of this chapter.

B. The department will recommend to the executive for approval by the county council rules and regulations regarding all address numbering and road naming policies.

C. The department and the applicant shall work cooperatively and in a timely manner to facilitate and expedite the procedures required by this chapter. (Ord. 96-049).

12.60.040 Appointment and responsibilities of the citizen address and road name appeals committee.
A. The county council shall appoint a citizen address and road name appeals committee, hereinafter called the “citizen appeals committee”, of five members representing the diversity of Whatcom County residents. Committee members shall serve three-year overlapping terms and shall be eligible for reappointment.

B. The responsibilities of the citizen appeals committee shall be as follows:

1. Consider and decide appeals of address numbering, and road name assignments and corrections;

2. Review and decide appeals in enacting the policies and procedures of this chapter;

3. Develop a list of preapproved road names from which applicants may choose;

4. May propose changes or additions in the county's address numbering, road naming, and sign policy.

C. Decisions by the citizen appeals committee may be appealed to the county council. (Ord. 96-049).

12.60.050 Requirement for road name.
A. Road names shall be required for all public roads and private roads now existing or hereafter created when such roads:

1. Are any length and serve five or more lots; or

2. Are 1,000 feet or greater in length and serve three or more lots.

B. Roads that are not required to be named per WCC 12.60.050.A above may also be named at the unanimous request of all the property owners served by the road when said road serves three or four existing lots. (Ord. 96-049).

12.60.060 Criteria for road name selection.

3/6/2017
A. Objectives. Names should be pleasant sounding, appropriate, and easy to read and pronounce (so that the public, and children in particular, can handle the name in an emergency situation) and shall meet What-Comm (9-1-1) computer programming requirements.

B. Recommended Types of Names. Names of local historic families, individuals, landmarks and events, features of the natural terrain, plants and animals, names of aesthetic or community significance.

C. Unacceptable Names. Numeric (e.g., 42nd, 56th, Fifty-Fifth, etc.) if they have already been used or if they do not conform to the address grid system; alphabetical letters (A, B, C, etc.); frivolous, complicated or unseemly names (e.g., My Road, Slick Road).

D. Avoidance of Name Duplication. Similar sounding names shall be considered duplication regardless of spelling. No duplication of names shall be permitted within Whatcom County. Road type shall not be used to distinguish road names within these areas, except in logically compelling instances where there is contiguity (e.g. Oak Circle at the end of Oak Street; but not Oak Lane at a location not contiguous with Oak Street). Directional indicators (e.g., North, South, Northeast) shall not be allowed as street names to distinguish noncontiguous roads (i.e., if there were an existing Wilson Road, "North Wilson Road" could not be considered a distinct, nonduplicative name).

E. Road Type Designations. Due to existing road names, "view", "vista", "trail", and "plaza" shall not be permitted as a road name type. The designation "highway" shall be reserved for state and federal administered roads. The road name types "road" and "street" shall be reserved for Whatcom County public roads only.

F. Directional Prefixes. Roads running east-west which intersect (cross or abut) the Guide Meridian shall be prefixed "East" on the east side of the Guide and "West" on the west side of the Guide.

G. Directional Suffixes. Directional suffixes shall not be allowed in road names. (Ord. 96-049).

12.60.070 Name assignment procedure.
A. The applicant for a new road may propose three original names: a preferred name and two alternates. The department shall provide the road applicant with a copy of this chapter and a list of preapproved names from which a road name may be selected, if the applicant prefers not to propose an original name.

B. If preapproved name is not selected, the road name approval process shall consist of submission to the department for review including What-Comm 9-1-1 and the local fire district(s) according to the criteria set forth in WCC 12.60.060.

C. If an appeal is made, the citizen appeal committee shall evaluate the appeal with regard to compliance, review proposed road names for appropriateness, and make recommendations on new road names and road name changes.
D. When the recommendations of the department and the citizen appeals committee do not agree, or when the applicant contests the decisions of the department and the citizen appeals committee, the matter may be referred to the council for consideration. (Ord. 96-049).

12.60.080 Road name signs.
A. Signs on public county roads shall be placed and maintained by the county. When an applicant dedicates a road to the public, the applicant shall pay for the initial installation of the road name sign(s).

B. Signs on new private roads shall be installed and maintained by the applicant in accordance to Whatcom County Development Standards. On existing private roads, the responsibility for installation and maintenance of signs shall rest collectively with the owners of real property which abuts or may use the private road as access or as outlined in the plat covenants. (Ord. 96-049).

12.60.090 Road sign specifications.
A. For Arterial Roads. The color and letter size shall be consistent with current county road signs for all public county roads.

B. For Private Roads. Signs designating private roads shall be the same style as public road signs in accordance with Whatcom County Development Standards.

12.60.100 Address numbering system.
A. An address numbering system following a grid pattern of 400 three- or four-digit numbers per mile meets current and projected future needs in Whatcom County. This system provides for one address number every 26.4 feet on either side of the road. (Ord. 96-049).

B. Except for Point Roberts, the horizontal (east-west) base line is the Whatcom County and Skagit County border. Numbers 0 to 99 are reserved for parcels in Skagit County that access and are addressed on Whatcom County roads. The base line is 100, and addresses increase to the north by 100 numbers per quarter-section line, 400 numbers per approximate mile.

C. Except for Point Roberts, the vertical (north-south) base line is the dividing line between range 2 east and range 3 east (Guide Meridian for most of the county). The base line is 100 and addresses increase going east and increase going west by 100 numbers per quarter-section line, 400 numbers per approximate mile.

D. For Point Roberts, the horizontal (east-west) base line is the theoretical western section line of 40N 3W 33. The base line is 1000 and addresses increase going east by 100 numbers per quarter-section line, 400 numbers per approximate mile. The vertical (north-south) base line is the Canadian border. The base line is 0, and numbers increase to the south by 100 numbers per quarter-section line, 400 numbers per approximate mile.

E. Addresses on the north side of an east-west running road will be even numbers; addresses on the
Exhibit A

south side of an east-west road will be odd numbers. Addresses on the east side of a north-south running road will be even numbers; addresses on the west side of a north-south road will be odd numbers.

12.60.110 Correction of address number sequence.
The department shall make corrections where necessary to accomplish full implementation of the address numbering system for all county addresses in accordance with the following time-line and criteria:

A. The department shall correct addresses beginning in 1997, and shall continue until the entire county has been reviewed and corrected.

B. Notices of address corrections shall be mailed to affected property owners and become effective six months after notification by the department.

12.60.120 Address number assignment.
A. The department shall assign address numbers to previously unaddressed lots prior to issuance of a building permit.

B. New address number assignments and address number corrections shall follow the address number system. New address numbers shall logically fit into the existing numbering system of the particular area. When incorrect address numbers are found during the permit process, corrections should be made to those addresses at that time.

C. One address per legal lot of record shall be assigned, and except when the lot of record hosts:

1. One or more individual multiple dwelling or multiple occupant buildings (e.g., apartment buildings, condominiums, duplexes, quadplexes, office buildings, strip malls), then each building shall have a separate address.

2. One or more permitted detached accessory dwelling units, then each unit shall have a separate address.

D. For nondwelling type detached accessory structures (e.g., shops, garages, barns), separate addresses shall not be assigned different from the primary lot of record address.

E. For multiple dwelling and multiple occupant building, alpha designator or suite number suffixes shall also be used in combination with the primary lot of record address.

F. For permitted attached accessory dwelling units, alpha designator suffix use is optional in combination with the primary lot of record address.

G. For mobile home and recreational vehicle parks, site numbers shall be assigned to the individual mobile home or recreational vehicle sites and not to the mobile homes or recreational vehicles.
themselves. One address number shall be assigned to the mobile home or recreational vehicle park as a whole. The address of any one unit in the mobile home or recreational vehicle park shall consist of the mobile home or recreational vehicle park address followed by the site number.

12.60.130 Life, safety, and property protection standards for address designation markers.  
A. The owner of real property on which any building is located which is habitable or tenantable for residential, commercial, business, storage, or other purposes shall be responsible for ensuring that the proper address numbers are placed in such a position as to be plainly visible and legible from the road fronting the property.

B. Address Designation Marker. Where the building is not visible from the road or the address is not legible from the road, or more than one building is on a site, one address designation marker per building or address shall be provided at the junction of the driveway and the named road, and another address designation marker should be provided at the intersection of the individual driveway and the joint driveway. The ultimate responsibility for health and safety issues on private property rests with the property owner.

1. Placement. Address designation markers shall be placed so that the numbers are not obstructed by grass or landscaping. Installation and maintenance are the responsibility of the property owner.

2. Installation. Installation and maintenance of temporary address designation markers during all permitted construction shall be the responsibility of the permit applicant in compliance with subsections B and C of this section.

3. Specifications. Address designation markers must be visible at night. The minimum standard shall be three-inch numbers arranged horizontally or vertically on a clearly contrasting background. Reflective numbers and reflective backgrounds are recommended. Blue and white are the recommended colors to be used on address designation markers.

C. The property owner(s) of mobile home and recreational vehicle parks are responsible for ensuring that each space is marked with the individual site number. The site number shall be easily visible and legible and affixed to some permanent structure located on the space. In mobile home and recreational vehicle parks with multiple access lanes, the access lanes shall be marked with the range of site numbers served.

D. Map Signs. In complexes where multiple buildings exist, map signs are recommended to be posted at the main entrance of the complex. (Ord. 96-049).

12.60.140 Road name changes and procedures.  
Some road names warrant being changed in order to reduce confusion arising from duplicate names or by different names on segments of the same travel way (which may or may not change direction). In addition, a request may be made to change an existing road name. Whenever possible, road name
changes shall be made concurrently with correction of address number sequencing (refer to WCC 12.60.110). The road(s) shall be renamed by the following procedure:

A. For department-initiated road name changes, the department shall notify all property owners with addresses that use the current road name (affected property owners) that their road(s) requires a name change. Within this notification, the (affected) property owner shall be informed of the opportunity they have to participate in the selection of the new road name, and the department shall also outline the following:

First Notification:

1. The reason for the road name change (duplication, merging roads, etc.);

2. The two (or more) existing affected road names;

3. The department may recommend road name(s) or changes based on the following criteria:
   a. WCC 12.60.060, Criteria for road name selection,
   b. WCC 12.60.070, Name assignment procedure,
   c. Historical records (deeds, plats, etc.),
   d. Date on which road(s) were named,
   e. Number of affected residents and/or property owners of record located on each road,
   f. Extenuating circumstances known by the department,
   g. Preapproved road name list;

4. The date at which a response is due back to the department, any additional circumstances to be considered, and the road name proposals (a three-week period).

Second Notification:

1. A brief summary of prior notice;

2. A list of all proposed road names submitted by residents;

3. A date in which the residents need to submit their top two choices (a two-week period).

Third Notification:
1. Tallied results from responses for new road name. The department will strive to obtain consensus.

2. An outline of the appeal process with the deadline to submit an appeals request (three weeks from date of third notice);

3. The department will make the official road name announcement;

4. The date when the new road name may become effective (additional three-week period). (Ord. 96-049).

B. For non-department-initiated road name changes, the applicant shall submit a road name change application form (which the department shall create and maintain consistent with this chapter) to the department, together with the fees per the Whatcom County Unified Fee Schedule.

1. Each road name change application shall include the following:

   a. A vicinity map showing the existing road.

   b. The current name of the road.

   c. The proposed name of the road.

   d. The reason for the road name change.

   e. List of names, mailing addresses, and parcel numbers of all property owners with addresses that use the current road name (affected property owners).

   f. Typed, self-adhering (self-stick) mailing labels containing the names and addresses of all affected property owners.

   g. A notarized affidavit certifying that the above statements and the information contained in any papers or plans submitted are true and accurate to the best of the applicant’s knowledge, and that the list of affected property owners is complete and current.

2. The department will send a notice of the requested road name change to the affected property owners, What-Comm 9-1-1, and the local fire district(s), asking for comments on the requested road name change.

3. The notice will provide a 30 day comment period.
4. The department shall provide a staff report to the Whatcom County Council including, but not limited to, the following information:

   a. The comments received on the requested application.

   b. An analysis on the name change meeting the criteria of WCC 12.60.060.

   c. Cost of changing the road signs.

5. The Whatcom County Council will hold a public hearing and make a decision on the request.

6. If the Whatcom County Council approves the request, the ordinance changing the road name will include the requirement for the applicant to reimburse the department for the actual cost of the road sign changes.

12.60.150 Honorary Road Naming.

1. An honorary road name is a subsidiary designation for a road or a portion of a road that does not replace the legal name of the road. The honorary road name shall be denoted by signs that augment but do not replace signs for the legal road name required for emergency service access. If a road or a portion of a road, except intersecting roads, has been designated with an honorary road name, no other honorary name shall be given to the road or section of a road. Honorary signs shall meet the standard road sign criteria for size and shape with a brown background and white lettering, and shall be placed underneath signs designating the legal road name.

2. The council shall designate an honorary name for a road or portion of a road by the adoption of an ordinance. Honorary road names shall be limited to recognition of individuals, organizations, entities and events of local significance to the county as determined by the county council. The actual costs of manufacturing, designing and installing or replacing signs due to damage, theft or vandalism shall be paid to the Public Works Department by the applicant requesting the honorary designation before the signs are manufactured and installed.

3. An application to the council for honorary road renaming shall contain a list of all persons having ownership in properties addressed on the road to be given the honorary name and the signatures of the majority of those persons indicating acquiescence in the honorary road name. The application shall include a statement recognizing that costs defined in subsection 2 of this section shall be borne by the applicant and noting that the legal name of the road will not change.

4. The council shall mail notice of a proposed honorary name to all property owners on
the affected road at least twenty days before council action.

12.60.150 12.60.160 Master map.
The department shall develop a master map of all public and private roads in Whatcom County in conjunction with WCC 12.60.110 and shall maintain and keep current thereafter. (Ord. 96-049).

12.60.160 12.60.170 Compliance requirements and penalties.
A. All address assignments or changes duly required by the department shall be recorded on title transfers.

B. Any person, firm, or corporation violating any of the provisions of this chapter, or of the codes adopted by reference by this chapter, shall be deemed guilty of a civil offense and shall be given 30 days to correct the situation and shall be fined not more than $250.00 for each offense. (Ord. 96-049).

12.60.190 Severability.
If any portion of this chapter is deemed to be invalid or inoperative, all remaining sections shall continue in effect. (Ord. 96-049).
WHY COM COUNTY COUNCIL AGENDA BILL

CLEARANCES
Originator: SM
Division Head:
Dept. Head:
Prosecutor:
Purchasing/Budget:
Executive:

Date Received in Council Office
RECEIVED
MAR 28 2017
WHATCOM COUNTY COUNCIL

Agenda Date
April 4, 2017
Council

Assigned to:

TITLE OF DOCUMENT: Reappointment to the Whatcom County Agricultural Advisory Committee.

ATTACHMENTS: Application for Appointment from Dave Buys

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

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

County Executive Jack Louws requests confirmation of his reappointment of Dave Buys
to the Whatcom County Agricultural Advisory Committee.

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.
Application for Appointment to Whatcom County Boards and Commissions

Public Statement
 THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the information provided will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.

First Name  Dave
Last Name  Buys
Date  3/7/2017
Street Address  1440 West Badger Rd
City  Custer
Zip  98240
Do you live in & are you registered to vote in Whatcom County?  Yes
Do you have a different mailing address?  Field not completed.
Primary Telephone  360-739-8946
Secondary Telephone  360-354-3759
Email Address  davebuys@hotmail.com

1. Name of Board or Committee
Agricultural Advisory Committee

2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you’re applying?
Yes

3. Which Council district do you live in?
District 4

4. Are you a US citizen?
Yes

5. Are you registered to vote in Whatcom County?
Yes
6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?  
No

7. Have you ever been a member of this Board/Commission?  
Yes
If yes, please list dates:  
Feb 2013 to Jan 2017

8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?  
No

You may attach a resume or detailed summary of experience, qualifications, & interest in response to the following questions

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education  
Field not completed.

10. Please describe why you’re interested in serving on this board or commission  
Continue to serve second term

References (please include daytime telephone number):  
Field not completed.

Signature of applicant:  
Dave Buys

Place Signed / Submitted  
Home
**WHATCOM COUNTY COUNCIL AGENDA BILL**

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**RECEIVED**

MAR 28 2017

WHATCOM COUNTY COUNCIL

**TITLE OF DOCUMENT:** Appointment to the Bellingham-Whatcom County Commission Against Domestic Violence.

**ATTACHMENTS:** Letter from Susan Marks to County Executive Louws dated 3/17/17; Application of Lorayne Dennis

<table>
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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.)

County Executive Jack Louws requests confirmation of his appointment of Lorayne Dennis to the Bellingham-Whatcom County Commission Against Domestic Violence.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

<table>
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<tr>
<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.
March 17, 2017

Executive Jack Louws
Whatcom County
311 Grand Avenue, Suite #108
Bellingham, WA 98225

Dear Executive Louws,

The Bellingham-Whatcom County Commission Against Domestic Violence (DV Commission) would like to recommend Lorayne Dennis, Coordinator of Lummi Victims of Crime (LVOC), for the Whatcom County community-at-large position that is currently vacant.

Lorayne took over the role as Coordinator of the LVOC program just over a year ago, after previously serving as the Shelter Manager for the confidential domestic violence shelter on the Lummi reservation. Lorayne is knowledgeable about the causes and impacts of domestic violence; a passionate advocate for survivors of domestic violence; and well-connected to other Lummi Tribal agencies and professionals who interact with survivors and offenders. The DV Commission looks forward to once again having a strong connection with the Lummi victim service program, and working closely with the Tribe on mutual projects.

Lorayne’s application is included for your review. Thank you for your consideration and support.

Sincerely,

Susan Marks
Director

Enclosure

Cc: Mayor Kelli Linville, City of Bellingham
    Karen Goens, Whatcom County Human Resources
APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Lorayne Dennis
Street Address: 2665 Kwina Rd
City: Bellingham
Mailing Address (if different from street address): 
Day Telephone: 360.312.2015 Evening Telephone: 
E-mail address: Lorayned@lummi-nsn.gov

Date: March 16, 2017
Zip Code: 98226

1. Name of board or committee-please see reverse:
   Bellingham-Whatcom County Commission
   Against DV and SA Community at large

2. You must specify which position you are applying for.
   Please refer to vacancy list.

3. Do you meet the residency, employment, and/or affiliation requirements of the position for which you’re applying?
   (If applicable, please refer to vacancy list.) (x) yes ( ) no

4. Which Council district do you live in? (x) One ( ) Two ( ) Three ( ) Four ( ) Five

5. Are you a US citizen? (x) yes ( ) no

6. Are you registered to vote in Whatcom County? (x) yes ( ) no

7. Have you ever been a member of this Board/Commission? ( ) yes (x) no

8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County? (x) yes ( ) no

You may attach a résumé or detailed summary of experience, qualifications, & interest in response to the following questions.

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education.

   Lummi Victims of Crime Program Coordinator

10. Please describe why you’re interested in serving on this board or commission:

    This is a great opportunity for our program to network with other Whatcom County Agencies.

References (please include daytime telephone number):
Niki Finkbonner 360.410.1761

Signature of applicant:

THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the above information will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.
Ordinance repealing and replacing WCC Chapter 2.44, and amending WCC Chapter 3.37 to integrate the Behavioral Health Advisory Board and the Chemical Dependency/Mental Health Program Fund Oversight Advisory Committee into a single Behavioral Health Advisory Committee.

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.)

Repealing and replacing WCC Chapter 2.44 and amending WCC Chapter 3.37 for the purpose of creating a single Behavioral Health Advisory Committee.
MEMORANDUM

TO: Jack Louws, County Executive

FROM: Erika Nuerenberg, Assistant Director

RE: Ordinance and County Code changes

The attached ordinance and exhibits serve to merge our Behavioral Health Advisory Board and our Chemical Dependency/Mental Health Program Fund Oversight Committee (locally known as our Behavioral Health Revenue Advisory Committee). The new committee that results from this merge will be known as the Behavioral Health Advisory Committee.

The ordinance intends to repeal and replace Whatcom County Code (WCC) Chapter 2.44, and amend WCC Chapter 3.37.

WCC 2.44 outlines the county’s Behavioral Health Program. The replacement language incorporates all functions of the program to include multiple local sources of funding and the programs and services they support. The code establishes the new Behavioral Health Advisory Committee in the structure recommended by the County Council.

WCC 3.37 has been amended to remove references to the former advisory committee. It also adds another policy goal for the behavioral health sales tax funding. This new policy goal arises from a recent Whatcom County Health Board action to support efforts to improve the health and welfare of young children and families. Additionally, the policy goals that were originally outlined in the initiating sales tax ordinance exclusively are now incorporated into the county code.

The Chemical Dependency/Mental Health Program Fund name has been changed to the Behavioral Health Fund in order to align it with current nomenclature, and to bring consistency to the Behavioral Health Program and the newly established Behavioral Health Advisory Committee.

If you have any questions, please contact Anne Deacon at extension 6054.
ORDINANCE NO. ________________

REPEALING AND REPLACING WCC CHAPTER 2.44, AND AMENDING WCC CHAPTER 3.37 TO INTEGRATE THE BEHAVIORAL HEALTH ADVISORY BOARD AND CHEMICAL DEPENDENCY/MENTAL HEALTH PROGRAM FUND OVERSIGHT ADVISORY COMMITTEE INTO A SINGLE BEHAVIORAL HEALTH ADVISORY COMMITTEE

WHEREAS, the County has multiple local funds in which monies are collected and dedicated to support residents who are challenged with mental illness and/or substance use disorders, collectively known as behavioral health disorders; and

WHEREAS, the County’s Behavioral Health Advisory Board has provided guidance on general priorities for the use of County behavioral health funds; and

WHEREAS, the County’s chemical dependency/mental health program fund advisory committee, also known as the Behavioral Health Revenue Advisory Committee, has provided guidance only on the use of local sales tax monies dedicated to behavioral health services; and

WHEREAS, there is an overlap of functions of the Behavioral Health Advisory Board and the Behavioral Health Revenue Advisory Committee; and

WHEREAS, both the Behavioral Health Advisory Board and the Behavioral Health Revenue Advisory Committee agree it would be prudent to merge into a single entity that provides advice and guidance on behavioral health programs and services; and

WHEREAS, the County has established initial priority goals for the use of the local behavioral health sales tax monies; and

WHEREAS, the Whatcom County Public Health Board has recognized that very early childhood development impacts behavioral health issues later in life; and

WHEREAS, the Whatcom County Public Health Board has embraced a policy goal of improving the health of families with young children.

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that the Behavioral Health Advisory Board and the Behavioral Health Revenue Advisory Committee are hereby dissolved; and
BE IT FURTHER ORDAINED that the Behavioral Health Advisory Committee is hereby created in Whatcom County Code Chapter 2.44; and

BE IT FURTHER ORDAINED that Whatcom County Code chapter 2.44 is hereby repealed and replaced as specified in Exhibit A in this ordinance; and

BE IT FURTHER ORDAINED that Whatcom County Code chapter 3.37 is hereby amended as outlined in Exhibit B to this ordinance; and

BE IT FURTHER ORDAINED that the policy goals referenced in ordinance 2008-027 are hereby incorporated in Whatcom County Code chapter 3.37; and

BE IT FURTHER ORDAINED that an additional policy goal is hereby added to Whatcom County Code 3.37 to include a focus on families with young children.

ADOPTED this ___ day of ________, 2017.

ATTEST:                      WHATCOM COUNTY COUNCIL
Dana Brown-Davis, Clerk of the Council             WHATCOM COUNTY, WASHINGTON

Barry Buchanan, Council Chair

WHATCOM COUNTY EXECUTIVE
APPROVED AS TO FORM:

Civil Deputy Prosecutor

Jack Louws, County Executive

(   ) Approved   (   ) Denied
Date Signed: ____________________
EXHIBIT A

Chapter 2.44

BEHAVIORAL HEALTH PROGRAM*

Sections:
2.44.010 Department responsibilities.
2.44.020 Contracts.
2.44.030 Behavioral health advisory committee is created.
2.44.040 Severability.
2.44.050 References to state law.

*Prior legislative history: Ord. 2012-042 repealed Ch. 2.44. Ords. 87-79, 88-9, 96-032 and 96-061 were formerly codified in the chapter.

2.44.010 Department responsibilities.
A. Administration of Funding. The health department shall administer the behavioral health program under the authority of the county executive. The department shall administer funds for behavioral health programs, including substance abuse and mental health services. This administration will include state and federal funds, local sales and use tax (Chapter 82.14 RCW), local property tax (Chapter 71.20 RCW), and local two percent liquor profits and excise taxes (Chapter 71.24 RCW).

B. Compliance with Federal and State Regulations. The health department shall adhere to all federal and state laws for the administration and coordination of behavioral health services and funding (Chapters 71.24, 82.14, and 71.20 RCWs).

C. Behavioral Health Services. The health department shall plan and prioritize programs and services for people with behavioral health disorders. The health department shall ensure, to the extent allowed by state and federal laws, a system of integrated and coordinated behavioral health care.

D. Cooperation and Coordination with Other Entities. The health department may enter into contracts with and/or receive moneys from public and private entities to carry out behavioral health services. The department will work with state, regional, and local entities which provide services or funding to assure a reasonable system of care for people with behavioral health disorders.

2.44.020 Contracts.
All previous contracts, agreements, rights, claims and obligations shall continue in full force.

2.44.030 Behavioral health advisory committee is created.
A. The Whatcom county behavioral health advisory committee is created to serve in an advisory capacity to the county executive via the health department on matters of general priorities for behavioral health programs, including substance abuse and mental health services.

B. To ensure advice, implementation and evaluation, the county council authorizes the county executive to appoint ten (10) members of an eleven (11) member advisory committee consisting of one representative from each of the following areas: PeaceHealth Hospital, the judicial branch of Whatcom County government, the Whatcom County sheriff or designee, the Chief of Corrections or designee, and the Whatcom County Public Health Director or designee. The remaining five executive appointed positions shall include two people that are advocates of mental health recovery, two people that are advocates of substance use disorder recovery, and one behavioral health professional. The behavioral health advisory committee shall also include a County Council member appointed by the County Council. The priorities and framework of the advisory committee include the following:

The Whatcom County Code is current through Ordinance 2016-074, passed December 6, 2016, and Resolution 2016-52, passed December 6, 2016.
1) Provide advice regarding the planning and development of a continuum of care to effectively provide prevention, intervention, treatment and aftercare services at a capacity that will benefit residents who are impacted by mental illness, emotional disturbances, and substance use disorders.

2) Ensure the local sales and use tax (Chapter 82.14 RCW), property tax (Chapter 71.20 RCW), and two percent liquor profits and excise taxes (Chapter 71.24 RCW) are directed to the intended purpose as outlined by state statute and county code.

3) Ensure an ongoing evaluation process is established and implemented to assure quality of behavioral health programs and services provided to residents.

4) Ensure that a report is provided to County Council no less than once annually that highlights programs funded by sales tax monies.

The term of office for the advocacy and behavioral health professional positions appointed by the executive shall be three years. In order to stagger the terms of office on the initial board:

1. Two members shall be appointed to serve for three years.

2. Two members shall be appointed to serve for two years.

3. One member shall be appointed to serve for one year.

The term of office for the member appointed by the county council shall be for one year. The council member’s term extends from the time of the council’s reorganization meeting in January to the next such meeting in the following year.

C. At their initial meeting or as soon as possible, the advisory committee shall elect officers and adopt a charter. The committee shall adopt rules and regulations of procedure as needed for the conduct of their business.

D. The behavioral health advisory committee may advise the health department about nominees to act as representatives on other county, regional, and state advisory boards and committees.

2.44.040 Severability.
If any provision of this chapter or its application to any person or circumstance is held invalid, the remainder of this chapter or the application of the provisions to other persons or circumstances is not affected.

2.44.050 References to state law.
Any and all reference to state statutes are in effect as referenced above or as hereinafter amended by state authority.
EXHIBIT B

Chapter 3.37

SALES AND USE TAX FOR CHEMICAL DEPENDENCY OR MENTAL HEALTH BEHAVIORAL HEALTH TREATMENT SERVICES AND THERAPEUTIC COURT PROGRAMS

Sections:
3.37.010 Sales and use tax imposed.
3.37.020 Tax rate and applicability.
3.37.030 Administration and collection.
3.37.040 Establishment of chemical dependency/mental health program fund.
3.37.050 Use of funds.
3.37.060 Administration of fund.
3.37.070 Chemical dependency/mental health program fund oversight advisory committee.
3.37.080 Effective date.
3.37.090 Severability.

3.37.010 Sales and use tax imposed.
Pursuant to RCW 82.14.460, there is hereby imposed a sales and use tax, as the case may be, upon any taxable event, as defined in Chapters 82.08 and 82.12 RCW, occurring within Whatcom County. The tax shall be imposed upon and collected from those persons who are taxable by the state under Chapters 82.08 and 82.12 RCW. This tax shall be in addition to any other sales and use tax imposed by the state of Washington and/or Whatcom County. (Ord. 2008-027 Exh. A).

3.37.020 Tax rate and applicability.
The rate of tax shall equal 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. (Ord. 2008-027 Exh. A).

3.37.030 Administration and collection.
The tax imposed by this chapter shall be administered and collected in accordance with RCW 82.14.050. The county executive or designee is hereby authorized to and directed to execute any contracts with the Washington State Department of Revenue that may be necessary to provide for the administration or collection of the tax. (Ord. 2008-027 Exh. A).

3.37.040 Establishment of chemical dependency/mental health program fund.
There is hereby created the chemical dependency/mental health program fund. The Whatcom County treasurer shall deposit moneys collected pursuant to this chapter in the chemical dependency/mental health program fund. The treasurer may invest the fund balance and any interest earned shall be deposited into this fund. (Ord. 2008-027 Exh. A).

3.37.050 Use of funds.
Moneys deposited into the chemical dependency/mental health program fund shall be used solely for the purpose of providing new or expanded chemical dependency or mental health treatment services and for the operation of a new or expanded therapeutic court programs component for dependency proceedings, and as otherwise authorized by the laws of the state of Washington as referenced in RCW 82.14.460. Moneys collected under this chapter may be used to supplant existing funding for these programs as authorized by the laws of the state of Washington as referenced in RCW 82.14.460. (Ord. 2009-072 Exh. A; Ord. 2008-027 Exh. A).


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3.37.060  Administration of fund.
The county executive shall administer the chemical dependency/mental behavioral health program fund with the assistance of the chemical dependency/mental health program fund oversight advisory committee and the Whatcom County health department, in accordance with budgetary processes and Whatcom County administrative policies and state statutes. (Ord. 2008-027 Exh. A).

3.37.070  Chemical dependency/mental Behavioral health program fund oversight advisory committee.
To ensure oversight, implementation, and evaluation, the county council authorizes the county executive to appoint an 10-member oversight committee consisting of one representative from each of the following areas: Peace Health Hospital, the judicial branch of Whatcom County government, the Whatcom County sheriff or designee, the chief of corrections or designee, the Whatcom County public health director or designee, and the behavioral health advisory board. The remaining four positions are to include two people that represent mental health advocacy, and two people that represent drug recovery advocacy. In coordination with the oversight committee, the executive or designee shall submit quarterly progress reports and one annual summary report for those programs supported with the sales tax revenue to the county council. (Ord. 2013-016 Exh. A; Ord. 2008-027 Exh. A).

The behavioral health advisory committee serves in an advisory capacity to the county executive via Whatcom County health department on uses of the behavioral health program fund. The committee will ensure that the following policy goals are considered for programs and services supported by the behavioral health program fund.

1. A reduction of the number of people with behavioral health problems using costly interventions such as jail, emergency rooms, and hospitals;

2. A reduction of the number of people who regularly return to the jail and other costly services repeatedly as a result of their behavioral health issues;

3. A reduction of the incidence and severity of substance use disorders, mental and emotional disorders in youth and adults;

4. Diversion of youth and adults with substance use disorder and or mental illness from initial or further justice system involvement, and

5. Early intervention and behavioral health promotion focus on young children and families.

3.37.080  Effective date.
In accordance with the Whatcom County budget cycle, this chapter shall take effect January 1, 2009. (Ord. 2008-027 Exh. A).

3.37.090  Severability.
If any provision of this chapter or its application to any person or circumstance is held invalid, the remainder of this chapter or the application of the provisions to other persons or circumstances is not affected. (Ord. 2008-027 Exh. A).
Sections:
3.37.010 Sales and use tax imposed.
3.37.020 Tax rate and applicability.
3.37.030 Administration and collection.
3.37.040 Behavioral health program fund.
3.37.050 Use of funds.
3.37.060 Administration of fund.
3.37.070 Behavioral health advisory committee.
3.37.080 Effective date.
3.37.090 Severability.

3.37.010 Sales and use tax imposed.
Pursuant to RCW 82.14.460, there is hereby imposed a sales and use tax, as the case may be, upon any taxable event, as defined in Chapters 82.08 and 82.12 RCW, occurring within Whatcom County. The tax shall be imposed upon and collected from those persons who are taxable by the state under Chapters 82.08 and 82.12 RCW. This tax shall be in addition to any other sales and use tax imposed by the state of Washington and/or Whatcom County.

3.37.020 Tax rate and applicability.
The rate of tax shall equal 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.

3.37.030 Administration and collection.
The tax imposed by this chapter shall be administered and collected in accordance with RCW 82.14.050. The county executive or designee is hereby authorized to and directed to execute any contracts with the Washington State Department of Revenue that may be necessary to provide for the administration or collection of the tax.

3.37.040 Behavioral health program fund.
The Whatcom County treasurer shall deposit moneys collected pursuant to this chapter in the behavioral health program fund. The treasurer may invest the fund balance and any interest earned shall be deposited into this fund.

3.37.050 Use of funds.
Moneys deposited into the behavioral health program fund shall be used solely for the purpose of providing new or expanded behavioral health services and for the operation of a new or expanded therapeutic court component for dependency proceedings, and as otherwise authorized by the laws of the state of Washington as referenced in RCW 82.14.460.

3.37.060 Administration of fund.
The county executive shall administer the behavioral health program fund with assistance of the Whatcom County health department, in accordance with budgetary processes and Whatcom County administrative policies and state statutes.
3.37.070 Behavioral health advisory committee.
The behavioral health advisory committee serves in an advisory capacity to the county executive via Whatcom county health department on uses of the behavioral health program fund. The committee will ensure that the following policy goals are considered for programs and services supported by the behavioral health program fund,

1. A reduction of the number of people with behavioral health problems using costly interventions such as jail, emergency rooms, and hospitals;

2. A reduction of the number of people who regularly return to the jail and other costly services repeatedly as a result of their behavioral health issues;

3. A reduction of the incidence and severity of substance use disorders, mental and emotional disorders in youth and adults;

4. Diversion of youth and adults with substance use disorder and or mental illness from initial or further justice system involvement, and

5. Early intervention and behavioral health promotion focus on young children and families.

3.37.080 Effective date.
In accordance with the Whatcom County budget cycle, this chapter shall take effect January 1, 2009.

3.37.090 Severability.
If any provision of this chapter or its application to any person or circumstance is held invalid, the remainder of this chapter or the application of the provisions to other persons or circumstances is not affected.
**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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<tr>
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<td>04/04/17</td>
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<td>KH</td>
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<tr>
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<td>T.L.</td>
<td>3/28/17</td>
<td></td>
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**TITILE OF DOCUMENT:**
Amendment No. 1 to Ordinance No. 2014-073 Establishing the 2015 Courthouse Fire Alarm System and Juvenile Roof Improvement Fund and Establishing a Project Based Budget for Courthouse Fire Alarm System and Juvenile Roof Improvements

**ATTACHMENTS:**
1. Ordinance
2. Exhibit A
3. Supplemental Budget Request

**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.)

Requesting Council approval for additional budget authority of $811,907 to be added to the project budget for the fire alarm project and various other improvements. In addition, requesting the title of the fund be changed to “Courthouse Improvement Fund”.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

<table>
<thead>
<tr>
<th>Related County Contract #:</th>
<th>Related File Numbers:</th>
<th>Ordinance or Resolution Number:</th>
</tr>
</thead>
</table>

Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County’s website at: [www.co.whatcom.wa.us/council](http://www.co.whatcom.wa.us/council).
ORDINANCE NO. __________

AMENDMENT NO. 1 TO ORDINANCE NO. 2014-073 ESTABLISHING THE 2015 COURTHOUSE FIRE ALARM SYSTEM AND JUVENILE ROOF IMPROVEMENT FUND AND ESTABLISHING A PROJECT BASED BUDGET FOR COURTHOUSE FIRE ALARM SYSTEM AND JUVENILE ROOF IMPROVEMENTS

WHEREAS, this fund was established to replace the Courthouse fire alarm system and the roof over Juvenile; and

WHEREAS, the roof project has been completed, the fire alarm system proved to be higher cost than originally estimated; and

WHEREAS, several other courthouse repair and replacement projects need to be accomplished over the next two years in addition to the fire alarm system replacement; and

WHEREAS, funding for these projects is available from Real Estate Excise Tax Fund I (REET I) and the Public Utilities Improvement Fund (EDI), and

WHEREAS, it is proposed that the name of the fund should more appropriately be changed to "Courthouse Improvement Fund",

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that Ordinance 2014-073 is hereby amended by adding $811,907 of expenditure authority, as described in Exhibit A, to the original project budget of $260,000, for a total amended project budget of $1,071,907, and

BE IT FURTHER ORDAINED by the Whatcom County Council that the 2015 Courthouse Fire Alarm System and Juvenile Roof Improvement Fund’s title be changed to “Courthouse Improvement Fund”.

ADOPTED this ___ day of ________________, 2017.

ATTEST:

Dana Brown-Davis, Council Clerk

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Barry Buchanan, Chair of the Council

APPROVED AS TO FORM:

( ) Approved ( ) Denied

Jack Louws, County Executive
Date: ____________________________
**EXHIBIT A**

**COURTHOUSE IMPROVEMENTS - FUND 357**

<table>
<thead>
<tr>
<th>Account Description</th>
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<th>Original Project Budget</th>
<th>Amendment #1 to Ord. 2014-073</th>
<th>Total Amended Project Budget</th>
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<tr>
<td><strong>Total</strong></td>
<td><strong>$260,000</strong></td>
<td><strong>$811,907</strong></td>
<td><strong>$1,071,907</strong></td>
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</table>

<table>
<thead>
<tr>
<th>Revenues</th>
<th></th>
<th></th>
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</thead>
<tbody>
<tr>
<td>8301.326 REET I Transfer</td>
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<td>$729,216</td>
</tr>
<tr>
<td>8301.332 Rural Sales Tax (EDI) Transfer</td>
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<td><strong>$260,000</strong></td>
<td><strong>$811,907</strong></td>
<td><strong>$1,071,907</strong></td>
</tr>
</tbody>
</table>
Supplemental Budget Request

Administrative Services

Supp1ID # 2257

Facilities Management

Fund 357
Cost Center 357100

Originator: Michael Russell

Expenditure Type: One-Time
Year 1 2017

Add'l FTE ☐ Add'l Space ☐ Priority 1

Name of Request: Project Budget Fund Authorization

X M.E. Russell 3-13-2017

Department Head Signature (Required on Hard Copy Submission) Date

<table>
<thead>
<tr>
<th>Costs:</th>
<th>Object</th>
<th>Object Description</th>
<th>Amount Requested</th>
</tr>
</thead>
<tbody>
<tr>
<td>6510</td>
<td>Tools &amp; Equip</td>
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<td>$26,815</td>
</tr>
<tr>
<td>7350</td>
<td>Buildings &amp; Structures</td>
<td></td>
<td>$785,092</td>
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<tr>
<td>8301.332</td>
<td>Operating Transfer In</td>
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<tr>
<td>8301.326</td>
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<tr>
<td>Request Total</td>
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<td></td>
<td>$0</td>
</tr>
</tbody>
</table>

1a. Description of request:

Wheelchair Lift Replacement
Amag Prox System Panel Replacement
The Courthouse Projects (Fire Alarm, Duress Alarm & Flange Couplings)

1b. Primary customers:

The ADA Lift would be primarily for any citizens or employees who needs assistance with stairs in the Courthouse Rotunda
The Amag System would primarily be for Whatcom County Employees.
The Courthouse Projects would primarily be for all employees and citizens who use the Courthouse daily.

2. Problem to be solved:

The ADA Lift stalls out several times each year. We have it serviced as required. The lift is required to meet the ADA accessibility requirements. By replacing this 20 plus year old wheelchair lift, we will be giving the citizens and employees that utilize the lift a much more reliable system to access the Courthouse.

The Amag System replacement will give us the equipment to upgrade the old un-supported mdu-4 panels. We have been running the Amag Access Control System for 15+ years and most of the original equipment is still in use. We have been told that several of the field panels we still have in place are no longer supported, which means that when it quits working, that's it. The problem with this is having a main portion of the prox system being down while we have to order the new panel and parts and we will still need to install, program and enroll it into the security network, this will take some time (days or even weeks). While this is happening there will be doors that will not lock or un-lock, depending on the panel. There are a lot of County employees whose only access through a locked door is with their prox ID badge, as they don't necessarily have a key.
The other benefit will be the use of new current field panels and technology that we will be able to use with new features and the security will be enhanced, we currently have the very latest software but we cannot use some of the new features with the older panels and their firmware. At this time we have been experiencing difficulties with some of these panels failing to communicate with the main system.

The fire alarm system has been outdated for 16 years, parts are no longer available. This system has been problematic for several years. This will bring the Courthouse up to present day codes. Once the fire panel is replaced, code will require the rest of the building brought up to code within 24 months.

Monday, March 13, 2017
Supplemental Budget Request

Status: Pending

<table>
<thead>
<tr>
<th>Administrative Services</th>
<th>Facilities Management</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Suppl ID # 2257</strong></td>
<td><strong>Fund 357</strong></td>
</tr>
<tr>
<td><strong>Cost Center 357100</strong></td>
<td><strong>Originator: Michael Russell</strong></td>
</tr>
</tbody>
</table>

The duress alarm system - parts are no longer available and we have been having problems keeping the system operational. This system silently alerts the 911 operator of an emergency.

These Flange Coupling Seals are leaking and are causing water damage to the ceiling of the 6th floor and we are losing treatment chemicals from the boilers. As you can imagine, if we have a major leak on the 7th floor of the Courthouse, the damage would be quite extensive.

3a. Options / Advantages:

ADA Lift – At this time we have no other options; we service the lift as required. The lift is required to meet the ADA accessibility requirements. By replacing the 20 plus year old wheelchair lift, we will be giving the citizens and the employees a much more reliable system to access the Courthouse.

Prox System: Facilities has been having issues with the original building system controllers. These device (MDU-4) panels are dropping out and failing to hold the programming. The age of the panels are an issue because they are no longer supported by the manufacturer. The replacement of these panels are critical to keep the prox system running properly.

Fire Alarm System: There are no other options; it is the only option, parts are no longer available, if the system goes down there is no repairing it.

Duress Alarms: The staff in the building has the ability to call 911. However, a panic system is a silent way to get help immediately. This system is used in many county buildings and is a standard for alerting 911 silently. There are no other options; Facilities has been having difficulties keeping the system running, it is no longer serviceable, parts are not available.

Flange Coupling Seals: Continued costly repair. Facilities will no longer have to make costly repairs and Juvenile Detention as well as the entire Courthouse will not have to endure leaks.

3b. Cost savings:

ADA Lift – There will not be any actual cost savings as there will still be a cost to maintain the lift as we do with our other elevators.

Amag Prox System – This installation is for the safety and security of the staff and to keep the public from restricted areas of the building.

There is no monetary cost savings for the fire alarm system or duress system. These are safety and security issues for the Courthouse.

For the Flange Coupling Seals, there will be a minor improvement in the water usage, less cost for chemicals and less repairs for the floors below once the seals have been replaced.

4a. Outcomes:

ADA Lift: There will be less repairs and staff time to assist in any persons stranded when the lift malfunctions.

Amag Prox System: The prox system will be running properly, we will no longer have panels that malfunction.

Fire & Duress: Once these systems are in place; the building & citizens will have a functioning fire alarm system. When the duress system has been replaced, the employees of the courthouse will gain a functioning silent 911 call system available in the event of an emergency.

Flange Coupling Seals: Once the seals have been replaced, we will not have to deal with leaks and chemical loss.

4b. Measures:

Monday, March 13, 2017
Supplemental Budget Request

Status: Pending

<table>
<thead>
<tr>
<th>Administrative Services</th>
<th>Facilities Management</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supp ID # 2257</td>
<td>Fund 357</td>
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<tr>
<td></td>
<td>Cost Center 357100</td>
</tr>
<tr>
<td></td>
<td>Originator: Michael Russell</td>
</tr>
</tbody>
</table>

ADA Lift: When we no longer have to send staff over to help the public out of the stalled lift, make repairs or do other maintenance.

Amag Prox System: Secure areas of the building will be kept secure and public will be allowed in areas that are for public only. Employees will be able to gain access to the areas they are allowed entrances to.

Fire & Duress: when new reliable systems are up and running properly. This will bring the Courthouse up to present day codes and give the County and citizens security that the building & personnel is being protected from fire and the duress system will also be reliable if there is an emergency and staff has the need for law enforcement to respond quickly and silently to aid in the emergency.

Flange Coupling Seals: When the seals have been replaced we will not have worry about leaks or chemical loss. We should have a minor savings in water usage and chemical costs, less leaks and no more repairs.

5a. Other Departments/Agencies:
ADA Lift: No other department or agencies will be impacted

Duress Alarm: Emergency Services. PDS, Public Works and the agencies that utilize the building, they will need to be aware of how the system work and when to use it.

All three Courthouse Projects: All Departments within the Courthouse, this replacement will be coordinated by Facilities Management

5b. Name the person in charge of implementation and what they are responsible for:
Name the person in charge of implementation and what they are responsible for:
Michael Russell, Facilities Management

6. Funding Source:
REET 69% of each project
EDI 31% of each project
TITLE OF DOCUMENT: 2017 Supplemental Budget Request #4

ATTACHMENTS: Ordinance, Memoranda & Budget Modification Requests

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 #4 requests funding from the General Fund:
1. To appropriate $38,865 in Non Departmental to fund adjustment to What Comm dispatch costs.
2. To appropriate $75,000 in Health to fund additional substance use disorder professional for Homeless Outreach Team from grant proceeds.
3. To appropriate $18,375 in Sheriff to fund Recreational Boating Safety grant – 2017 program.
4. To appropriate $25,087 in Sheriff to fund Boating Safety Program overtime patrols.

From the Road Fund:
5. To appropriate $200,000 to fund Ferry Terminal electrical repair.

From the Emergency Management Fund:
6. To appropriate $25,000 to fund installation of AHAB warning siren at Birch Bay from donation proceeds.

COMMITTEE ACTION:

COUNCIL ACTION:

Related County Contract #: Related File Numbers: Ordinance or Resolution Number:
PROPOSED BY: Executive
INTRODUCTION DATE: 4/4/17

ORDINANCE NO.
AMENDMENT NO. 4 OF THE 2017 BUDGET

WHEREAS, the 2017-2018 budget was adopted December 6, 2016; and,
WHEREAS, changing circumstances require modifications to the approved 2017-2018
budget; and,
WHEREAS, the modifications to the budget have been assembled here for deliberation by
the Whatcom County Council.

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

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<th>Revenues</th>
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<tr>
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<td>200,000</td>
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<tr>
<td>Emergency Management Fund</td>
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<tr>
<td>Total Supplemental</td>
<td>382,327</td>
<td>(118,375)</td>
<td>263,952</td>
</tr>
</tbody>
</table>

ADOPTED this ___ day of ________________, 2017.

ATTEST:

Dana Brown-Davis, Council Clerk

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Barry Buchanan, Chair of the Council

APPROVED AS TO FORM:

Civil Deputy Prosecutor

( ) Approved     ( ) Denied

Jack Louws, County Executive

Date: ________________
<table>
<thead>
<tr>
<th>Department/Fund</th>
<th>Description</th>
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<th>Decreased Revenue</th>
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<tr>
<td>General Fund</td>
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<tr>
<td>Non Departmental</td>
<td>To fund adjustment to What.Comm 911 dispatch costs.</td>
<td>38,865</td>
<td>-</td>
<td>38,865</td>
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<tr>
<td>Health</td>
<td>To fund additional substance use disorder professional for Homeless Outreach Team from grant proceeds.</td>
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<td>(75,000)</td>
<td>-</td>
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<tr>
<td>Sheriff</td>
<td>To fund Recreational Boating Safety grant - 2017 program.</td>
<td>18,375</td>
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<td>-</td>
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<tr>
<td>Sheriff</td>
<td>To fund Boating Safety Program overtime patrols.</td>
<td>25,087</td>
<td>-</td>
<td>25,087</td>
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<tr>
<td>Total General Fund</td>
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<td>157,327</td>
<td>(93,375)</td>
<td>63,952</td>
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<tr>
<td>Road Fund</td>
<td>To fund Ferry Terminal electrical repair.</td>
<td>200,000</td>
<td>-</td>
<td>200,000</td>
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<tr>
<td>Emergency Management Fund</td>
<td>To fund installation of AHAB warning siren at Birch Bay from donation proceeds.</td>
<td>25,000</td>
<td>(25,000)</td>
<td>-</td>
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<tr>
<td>Total Supplemental</td>
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<td>382,327</td>
<td>(118,375)</td>
<td>263,952</td>
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</table>
MEMORANDUM

TO: Jack Louws, Whatcom County Executive
    Whatcom County Council

FROM: Tawni Helms, Administrative Coordinator

DATE: March 22, 2017

SUBJECT: What-Comm User Agency Share for 911 Dispatch

Requested Action:
We are requesting Council consideration and approval of the attached 2017 budget supplemental to increase the What-Comm expenditure authority in the amount of $38,865.

Background and Purpose:
On October 15, 2016, the What-Comm Board approved the 2017 User Agency Share amount schedule. Whatcom County's share was $710,315 for the Sheriff's Office dispatch and $230,478 for county fire district dispatch for a total of $940,793.

2016 adjustments were added to 2017 first quarter payments in the amount of $48,183 for fire dispatch and a credit of $9,318 for law enforcement to bring this budget supplemental request to $38,865.

Funding Amount and Source:
We are asking for an increase in 2017 expenditure authority from the General Fund.

Please contact Tawni Helms at extension 5208, if you have any questions or concerns regarding the terms of this agreement.
Supplemental Budget Request

Non-Departmental

<table>
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<th>Cost Center</th>
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<th>Originator:</th>
<th>T Helms</th>
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<td>2017</td>
<td>Add'l FTE</td>
<td>Add'l Space</td>
<td>Priority 1</td>
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</table>

Name of Request: User Agency Share for 911 Dispatch

Department Head Signature (Required on Hard Copy Submission)

Costs:

<table>
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<th>Object Description</th>
<th>Amount Requested</th>
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<tbody>
<tr>
<td>7210</td>
<td>Intergov Prof Svcs</td>
<td>$38,865</td>
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</tbody>
</table>

Request Total: $38,865

1a. Description of request:
Covers the increased amount of the What-Comm Dispatch user share for 2016 as reflected in the adjustments included on the first quarter What-Comm invoice.

1b. Primary customers:
Whatcom County Citizens

2. Problem to be solved:
2016 User Agency Share was $38,865 more than budgeted. Additionally, the 2016 share amounts were underpaid for the Fire Districts’ dispatch by $48,183. Contrastly, the share amount was over budgeted for the Sheriff's Office dispatch by $8,328.

Year end adjustments are included in the first quarter What-Comm invoice. This budget supplemental covers the increased amount for the County Fire District Dispatch Fees while deducting the credit adjustment for the Sheriff's Office Dispatch fees.

3a. Options / Advantages:
n/a

3b. Cost savings:
n/a

4a. Outcomes:
Adequate budget authority

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:
Current expense

Wednesday, March 22, 2017
Supplemental Budget Request

Health

Human Services

Suppl# ID #: 2261

Fund: 1

Cost Center: 675500

Originator: Patty Proctor

Expenditure Type: One-Time

Year: 2017

Add'l FTE: □

Add'l Space: □

Priority: 1

Name of Request: North Sound HOT SUDS

Department Head Signature (Required on Hard Copy Submission):

Date: 3/20/17

<table>
<thead>
<tr>
<th>Costs: Object</th>
<th>Object Description</th>
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<tbody>
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<tr>
<td>6610</td>
<td>Contractual Services</td>
<td>$75,000</td>
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</table>

| Request Total | $0 |

1a. Description of request:

Funding for one FTE substance use disorder (SUD) professional provided as a team member on the Homeless Outreach Team (HOT). The professional will engage homeless people at camps and other venues within the community.

This professional will provide opiate street outreach, care coordination to get people into assessments and treatment. The professional will provide expertise to HOT and ensure appropriate care, including referrals to syringe exchange, treatment, mental health services, health services, and housing.

1b. Primary customers:

Opiate addicts and people with other substance use disorders that are homeless

2. Problem to be solved:

The Homeless Outreach Team (HOT) lacks clinical support for substance use disorders (SUD) yet, more than 80% of the people they contact have SUD issues. We are building towards the possibility of having homeless outreach provided to areas in the County outside of Bellingham.

3a. Options / Advantages:

To ensure professional SUD services (currently lacking) on the HOT and to ensure appropriate interventions for those who need services.

3b. Cost savings:

Services will be contracted with a local provider.

4a. Outcomes:

Ensure access to SUD services for opiate addicted people who are homeless and provide coordinated care to housing.

4b. Measures:

Number of people getting in for SUD assessment
Number of people served
Number of people getting into other SUD services, such as syringe exchange or Suboxone clinics.

5a. Other Departments/Agencies:

City of Bellingham
Whatcom County Homeless Services Center

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

Opportunity Council coordinates and directs the HOT team. This request provides an additional member for that team.

Wednesday, March 22, 2017
6. **Funding Source:**

North Sound Behavioral Health Organization, Federal Substance Abuse Block Grant.
MEMORANDUM

TO: Jack Louws, County Executive
FROM: Sheriff Bill Elfo
DATE: March 13, 2017
SUBJECT: Supplemental Budget ID# 2258
Recreational Boating Safety Grant - 2017

The attached Supplemental Budget requests budget authority for the 2017 Recreational Boating Safety Grant.

Background and Purpose
The Sheriff’s Office received a Recreational Boating Safety Grant Letter of Award from Washington State Parks and Recreation Commission dated March 1, 2017 for the period March 1 through September 30, 2017. This is an annual grant awarded to the Sheriff’s Office to conduct on the water patrols during the peak boating period.

Funding Amount and Source
$18,374.57 provided by Washington State Parks and Recreation Commission, Recreational Boating Safety Federal Financial Assistance Grant, CFDA No. 97.012.

Please contact Undersheriff Jeff Parks at extension 6610 if you have any questions.

Thank you.
**Supplemental Budget Request**

**Status:** Pending

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**Fund** 1  
**Cost Center** 1003512006  
**Originator:** Dawn Pierce

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**Name of Request:** Recreational Boating Safety Grant - 2017

**Department Head Signature (Required on Hard Copy Submission):**

**Date:** 3/13/17

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**Request Total:** $0

1a. **Description of request:**
The Sheriff's Office will conduct on-the-water patrols to increase education and enforcement activities encouraging greater compliance with boating safety laws in an effort to reduce boating-related loss of life, personal injury, and property damage.

1b. **Primary customers:**
Whatcom County citizens and visitors

2. **Problem to be solved:**
The Sheriff's Office is currently the only law enforcement agency in Whatcom County that operates a state approved boating safety program under WAC 352-65. The Sheriff's Office provides recreational boating safety patrols and enforcement of both county code and state law.

3a. **Options / Advantages:**
Grant funds are awarded specifically for boating safety education, assistance, and enforcement activities.

3b. **Cost savings:**
Cost savings of $18,375.

4a. **Outcomes:**
Marine patrols will be conducted during the peak boating period from May to September 2017.

4b. **Measures:**
Written vessel inspections using approved State Parks inspection forms will be completed and submitted.

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

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

6. **Funding Source:**

---

*Sunday, March 12, 2017*  
*Rpt: Rpt Suppl Regular*
March 1, 2017

Undersheriff Jeff Parks
Whatcom County Sheriff's Office
311 Grand Avenue
Bellingham, WA 98225-4048

Re: Recreational Boating Safety Federal Financial Assistance Grant Letter of Award

Dear Undersheriff Parks:

The Washington State Parks and Recreation Commission has reviewed and accepted your application for a Recreational Boating Safety (RBS) Federal Financial Assistance Grant and is awarding $18,374.57 to your agency. The grant is for the period March 1 to September 30, 2017.

Award Information:
Federal Award Identification: 3317FAS170153
Federal Award Date: 1/10/17
CFDA Number: 97.012

Terms of Acceptance: Acceptance of a Federal Financial Assistance award carries with it the responsibility to comply with the terms and conditions of the award. Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means. Awards are based on the application form, as approved by State Parks. The signed grant application contains the terms and conditions to which your agency has agreed. I urge you to carefully review your application (enclosed) so you are familiar with each requirement.

Specifically You Have Agreed To:
- Provide your agreed upon local funding match as submitted in your A-300 form.
- Carry out your approved prevention plan and reach the measureable prevention goals as submitted in your A-300 form.
- Execute the patrol plans / emphasis patrols / enforcement policies by doing the activity / product during the time frame / target date to achieve your purpose / outcome as submitted in your A-300 form.
- Conduct the number of vessel safety inspections as submitted in your A-300 form.
- Conduct the number and type of educational classes and activities as submitted in your A-300 form.
MEMORANDUM

TO: Jack Louws, County Executive
FROM: Sheriff Bill Elfo
DATE: March 13, 2017
SUBJECT: Supplemental Budget ID# 2259
Boating Safety Program OT Patrols - 2017

RECEIVED
MAR 14 2017
JACK LOUWS
COUNTY EXECUTIVE


Background and Purpose
The Sheriff’s Office is currently the only law enforcement agency in Whatcom County that operates a state approved boating safety program under WAC 352-65. State approved boating safety programs require that certified deputies patrol the waterways during peak recreational boating periods. The Sheriff’s Office provides recreational boating safety patrols and enforcement of both county code and state law, and VRF Reserve Accounts funds are needed for water patrols in 2017.

Funding Amount and Source
$25,087 from the Vessel Registration Fee (VRF) Reserve Account.

Please contact Undersheriff Jeff Parks at extension 6610 if you have any questions.

Thank you.
Supplemental Budget Request

Sheriff Operations

Fund 1 Cost Center 2960 Originator: Dawn Pierce

Expenditure Type: One-Time Year 1 2017 Add'l FTE □ Add'l Space □ Priority 1

Name of Request: Boating Safety Program OT Patrols - 2017

Department Head Signature (Required on Hard Copy Submission) Date

X 3/13/17

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Request Total $25,087

1a. Description of request:
The Sheriff's Office operates a state approved boating safety program under WAC 352-65 and provides recreational boating safety patrols and enforcement of both county code and state law.

Vessel Registration Fees (VRF) are collected by the State and allocated to counties for approved boating safety/education and law enforcement programs. In accordance with state law, these funds are deposited into an account dedicated solely for supporting the jurisdiction's boating safety program.

1b. Primary customers:
Whatcom County citizens and visitors

2. Problem to be solved:
State approved boating safety programs require that certified officers patrol the waterways during peak recreational boating periods. The Sheriff's Office schedules water patrols during the boating season from Memorial Day weekend through Labor Day weekend on extra-duty overtime so as not to adversely impact the regular patrol schedule. VRF Reserve Account funds are needed to conduct water patrols in 2017.

3a. Options / Advantages:

3b. Cost savings:

4a. Outcomes:
Water patrols will be conducted per state approved Boating Safety Program requirements.

4b. Measures:
The Sheriff's Office will provide marine patrols and enforcement of boating laws and regulations.

5a. Other Departments/Agencies:

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

6. Funding Source:

Sunday, March 12, 2017
**Supplemental Budget Request**

**Status:** Pending

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Vessel Registration Fee (VRF) Reserve Account.
MEMORANDUM

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

Through:  Jon Hutchings, Director

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

Date:     February 21, 2017

Subject:  2017 Supplemental Budget Request
          Ferry Terminal Electrical and Painting Project (CRP #916020)

Requested Action
Enclosed for your review and consideration is a supplemental budget request for 2017 (see attached
Supplemental Budget Request #2017-2251).

Background and Purpose
This request authorizes $200,000 of additional expenditure authority for the construction of the
electrical portion of this project to be completed during dry dock this summer.

This project, Item No. 30 on the approved 2017 Annual Construction Program (ACP), consists of
an electrical overhaul of the Gooseberry Point terminal followed by painting and structural steel
repair at both terminals. As included in the 2017-2022 Six-Year Transportation Improvement
Program, construction was originally scheduled for the summer of 2018 with the design and
permitting work to be completed in 2016/2017.

The electrical portion of design and permitting was completed ahead of schedule to address the
deteriorating state of the electrical system at the Gooseberry Point terminal. The 2017 ACP has
sufficient funds to finalize project design and permitting, however a portion of construction
funding needs to be shifted from 2018 to complete this construction phase in 2017. If approved,
the $200,000 of additional 2017 expenditure authority enables completion of the electrical
portion of construction during dry dock this summer. Painting of both terminals is still on track
for construction in 2018.

Funding Amount and Source
This supplemental budget request authorizes $200,000 of additional funds from the County Road
Fund balance.

Please contact James Lee at extension 6264 if you have any questions or concerns regarding this
request.
Supplemental Budget Request

Public Works  Engineering Bridge & Hydraulic

Supp ID # 2251  |  Fund 108  |  Cost Center 916020  |  Originator: James Lee

Expenditure Type: One-Time  Year 1  2017  Add'l FTE  Add'l Space  Priority 1

Name of Request: Ferry Terminal Electrical Repair and Painting

[Signature]  2/16/17
Department Head Signature (Required on Hard Copy Submission)  Date

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1a. Description of request:

The project consists of painting and structural steel repair at both terminals and an electrical overhaul of the Gooseberry Point terminal. As included in the 2017-2022 Six-Year Transportation Improvement Program, construction of this project was originally scheduled for the summer of 2018 with the design and permitting work to be completed in 2016/2017.

The electrical portion of the design and permitting has been completed ahead of schedule to address the deteriorating state of the electrical system at the Gooseberry Point terminal. Therefore, this supplemental budget request will authorize $200,000 of additional expenditure authority for the construction of the electrical portion of the project during dry dock this summer. Painting of both terminals is still on track for construction in 2018.

This project is listed as Item No. 30 on the approved 2017 Annual Construction Program (ACP). The current ACP has sufficient funds to finalize project design and permitting, however additional funds are needed for construction this summer.

1b. Primary customers:

General public and local residents of Lummi Island

2. Problem to be solved:

The existing electrical system is deteriorated due to age and the effects of the harsh saltwater environment.

3a. Options / Advantages:

The Gooseberry Ferry Terminal has been plagued with electrical issues for the past few years consisting of broken junction boxes being inundated with saltwater, old sensors not working properly, etc. This has led to maintenance costs and repair outages. This project will overhaul and update the electrical system a year ahead of schedule which will avoid additional maintenance expenses and disruptions to service.

3b. Cost savings:

N/A

4a. Outcomes:

The project will be constructed during the 2017 drydock window.

4b. Measures:

The project will be constructed and a new electrical system put into place.

5a. Other Departments/Agencies:

Thursday, February 16, 2017
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N/A

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

N/A

6. Funding Source:

Road Fund
## Supplemental Budget Estimate

**Ferry Terminal Electrical Repair and Painting, CRP 916020**

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To: Jack Louws  
Whatcom County Executive

From: Sheriff Bill Elfo, Director  
John Gargett, Deputy Director  
WCSO-Division of Emergency Management

Subject: Supplemental Budget Request ID # 2264

Date: March 17, 2017

The attached Supplemental Budget Request seeks budget authority to cover the costs of installing an All Hazard Alert Broadcast (AHAB) siren at Birch Bay.

- Background and Purchase
  Providing early warning of and ongoing information is essential to enable people to respond more efficiently and effectively to any disaster, thereby reducing the impact of that disaster. Among other hazards, coastal communities in Whatcom County have been identified as being at risk for tsunami effects. AHAB Warning Systems, commonly called Tsunami Sirens in coastal communities, provide both tone and voice alerts for natural, human-caused, or technological hazards.

  The AHAB Warning System is a nation-wide program for early alert and notification. AHABs are an integral piece of the all-hazard alert and warning strategy for both Washington State, through its Emergency Management Division (WA-EMD), and for Whatcom County. Currently, there are four AHABs located in Whatcom County, one each at Point Roberts and Sandy Point and two in the Lummi Nation. This project will increase the coverage of all-hazard early warning notifications to the Birch Bay community.

  Whatcom County will purchase an AHAB unit from WA-EMD (budget authority for this purchase has already been established through the continuing appropriation process). This Budget Supplemental covers the cost of installing the AHAB.

- Funding Amount and Source
  $25,000 for the cost of installation from a donation received from Phillips 66.
Supplemental Budget Request

Status: Pending

Sheriff          Emergency Management

Supp ID # 2264    Fund 167    Cost Center 16741    Originator: Frances Burkhart

Expenditure Type: One-Time  Year 1 2017  Add'l FTE ☐  Add'l Space ☐  Priority 1

Name of Request: AHAB Warning Siren - Birch Bay

[Signature] 2/17/17

Department Head Signature (Required on Hard Copy Submission)  Date

Costs:

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1a. Description of request:
Whatcom County Sheriff's Office Division of Emergency Management (WCSO-DEM) is requesting budget authority to cover the costs of installing an All Hazard Alert Broadcast (AHAB) siren at Birch Bay.

1b. Primary customers:
The Birch Bay community.

2. Problem to be solved:
Providing early warning of and ongoing information is essential to enable people to respond more efficiently and effectively to any disaster, thereby reducing the impact of that disaster. Among other hazards, coastal communities in Whatcom County have been identified as being at risk for tsunami effects. AHAB Warning Systems, commonly called Tsunami Sirens in coastal communities, provide both tone and voice alerts for natural, human-caused, or technological hazards.

3a. Options / Advantages:
The AHAB Warning System is a nation-wide program for early alert and notification. AHABs are an integral piece of the all-hazard alert and warning strategy for both Whatcom County and Washington State's, through its Emergency Management Division (WA-EMD).

3b. Cost savings:
$25,000 (funding provided by a donation)

4a. Outcomes:
An AHAB siren will be installed in Birch Bay during Spring 2017.

4b. Measures:
Upon installation, the AHAB Warning System will be tested for satisfactory operation.

5a. Other Departments/Agencies:
In addition to the overarching coordination provided by WCSO-DEM and WA-EMD, North Whatcom Fire & Rescue will help coordinate testing, maintenance, and activation of the Birch Bay AHAB.

5b. Name the person in charge of implementation and what they are responsible for:
Fire Chief Bill Pernett will coordinate NWFR's responsibilities for the Birch Bay AHAB.

6. Funding Source:
Phillips 66 donated $50,000 for the purchase of an AHAB for the Birch Bay community: $25,000 for the purchase of the AHAB (budget authority for this purchase has already been established through the continuing appropriation process). $25,000 for the cost of installation.

Friday, March 17, 2017
**WHATCOM COUNTY COUNCIL AGENDA BILL**

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**TITLE OF DOCUMENT:**

Third Interim Ordinance adopting amendments to the Whatcom County Comprehensive Plan and Whatcom County Code Title 15 Buildings and Construction, Title 20 Zoning, Title 21 Land Division Regulations, and Title 24 Health Code, relating to water resources.

**ATTACHMENTS:**

- Memorandum
- Draft Ordinance

**SEPA review required?**

- (x) Yes
- ( ) NO

**SEPA review completed?**

- (x) Yes
- ( ) NO

**Should Clerk schedule a hearing?**

- (x) 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.)

Third Interim Ordinance adopting amendments to the Whatcom County Comprehensive Plan and Whatcom County Code Title 15 Buildings and Construction, Title 20 Zoning, Title 21 Land Division Regulations, and Title 24 Health Code, relating to water resources.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

**Related County Contract #:**

**Related File Numbers:**

**Ordinance or Resolution Number:**

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

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

FROM: Gary Davis, AICP, Senior Planner

THROUGH: Mark Personius, AICP, Assistant Director

DATE: March 27, 2017

SUBJECT: Third Interim Ordinance – Water Resources

A third interim ordinance relating to development permits and water resources is scheduled for introduction on April 4, 2017, and for public hearing on April 18. The second interim ordinance, adopted on March 7, will expire April 29.

The proposed third interim ordinance (attached) makes two changes from the second: 1) requiring that the County, not the applicant, pay for any third party review of geohydrology reports and mitigation plans (see proposed 24.11.060(B)(2) and (B)(3)(a)); and 2) allowing for other ways besides financial assurances to guarantee that mitigation will remain in place for the duration of a project (24.11.060(B)(3)(c)). Aside from those changes, the code amendments in the draft interim ordinance are identical to those in the second interim ordinance. As with the second, this ordinance would require Whatcom County to verify the existence of adequate water supply in terms of water quality, quantity, and legal availability prior to accepting applications for project permits that require potable water, and applicants would be required to prove legal availability through one of several options, including a water right permit, letter from a public water purveyor stating the ability to provide water, documentation of an adequate rainwater catchment system, a study showing no impairment of senior water rights, a mitigation plan, or proof that the permit-exempt withdrawal would be in the Samish River watershed, or in Point Roberts, Eliza Island, or Lummi Island.

At the April 18 public hearing staff will provide an update on the status of proposed state legislation and County efforts to address the impacts of the Hirst decision on local property owners. Staff will also prepare a resolution for possible adoption on
April 18 that strongly encourages the State Legislature to take action to remedy the challenges the Supreme Court's Hirst decision has placed on property owners and counties across the state.

Adoption of a third interim ordinance will allow the County needed time to continue working with the legislature to enact laws that give counties and the Department of Ecology adequate tools to permanently protect instream flows and accommodate responsible growth. County government is supportive of state enabling legislation that would:

- Allow counties to rely on state-adopted instream flow rules to determine legal water availability
- Establish a Department of Ecology mitigation program for permit-exempt wells in closed basins – with a fee-in-lieu mitigation payment option for affected permit applicants, which would allow permits to proceed while state and counties provide for the actual instream flow mitigation
- Allow counties to condition local permits to limit daily use of state permit exempt groundwater withdrawals to less than 5,000 gpd
- Allow use of unexercised municipal water rights for mitigation purposes
- Allow for “out-of-kind” instream flow impairment mitigation option that provides an overall net ecological benefit
- Provide financial assistance for developing public rural water supplies, mitigation projects and/or water banks.

Attachments:
Draft Ordinance, Proposed Amendments
PROPOSED BY: __________________
INTRODUCTION DATE: ___________

ORDINANCE NO. ________________

AN INTERIM ORDINANCE ADOPTING AMENDMENTS TO THE WHATCOM COUNTY COMPREHENSIVE PLAN AND THE WHATCOM COUNTY CODE TITLE 15 BUILDINGS AND CONSTRUCTION, TITLE 20 ZONING, TITLE 21 LAND DIVISION REGULATIONS, AND TITLE 24 HEALTH CODE, RELATING TO WATER RESOURCES

WHEREAS, an October 6, 2016 Washington State Supreme Court decision (Whatcom County, Hirst vs. Western Washington Growth Management Hearings Board, No. 91475) has found that Whatcom County’s Comprehensive Plan does not comply with the Growth Management Act (GMA) requirements for protecting water resources; and

WHEREAS, RCW 36.70A.070(1), requires that the land use element of a county comprehensive plan “shall provide for protection of the quality and quantity of groundwater used for public water supplies.”; and

WHEREAS, RCW 36.70A.070(5)(c)(iv) requires that the rural element of a county comprehensive plan “shall include measures that apply to rural development and protect the rural character of the area, as established by the county, by: ... protecting critical areas...and surface water and groundwater resources.”; and

WHEREAS, RCW 19.27.097(1) states: “Each applicant for a building permit of a building necessitating potable water shall provide evidence of an adequate water supply for the intended use of the building. Evidence may be in the form of a water right permit from the department of ecology, a letter from an approved water purveyor stating the ability to provide water, or another form sufficient to verify the existence of an adequate water supply. In addition to other authorities, the county or city may impose conditions on building permits requiring connection to an existing public water system where the existing system is willing and able to provide safe and reliable potable water to the applicant with reasonable economy and efficiency. An
application for a water right shall not be sufficient proof of an adequate water supply.”; and

WHEREAS, RCW 19.27.095(1) states: “A valid and fully complete building permit application for a structure, that is permitted under the zoning or other land use control ordinances in effect on the date of the application shall be considered under the building permit ordinance in effect at the time of application, and the zoning or other land use control ordinances in effect on the date of application.”; and

WHEREAS, RCW 58.17.110(2) requires that “A proposed subdivision and dedication shall not be approved unless the...county legislative body makes written findings that...appropriate provisions are made for...potable water supplies...”; and

WHEREAS, RCW 58.17.170(2) states that lots in a long subdivision “shall be a valid land use notwithstanding any change in zoning laws for a period of seven years from the date of filing if the date of filing is on or before December 31, 2014, and for a period of five years from the date of filing if the date of filing is on or after January 1, 2015,” and, “Any lots in a final plat filed for record shall be a valid land use notwithstanding any change in zoning laws for a period of ten years from the date of filing if the project is not subject to requirements adopted under chapter 90.58 RCW and the date of filing is on or before December 31, 2007.”; and

WHEREAS, Whatcom County Code (WCC) Chapter 15.04 specifies information required for a complete building permit application; and

WHEREAS, WCC Chapter 20.97 provides definitions of terms used in the code; and

WHEREAS, WCC Chapters 21.04 and 21.05 contain requirements for water supply in short subdivisions and long subdivisions, respectively; and

WHEREAS, WCC Chapter 24.11 contains requirements for drinking water; and

WHEREAS, Whatcom County adopted Ordinance 2012-032, amending its Comprehensive Plan to adopt by reference existing development regulations regulating ground water withdrawals, adding Policy 2DD-2.C.3.6, which adopts by reference WCC 21.04.090 and 21.05.080, and Policy 2DD-
2.C.3.7, which adopts by reference WCC 24.11.050 and 24.11.060; and

WHEREAS, because Comprehensive Plan Policy 2DD-2.C.3.6 adopts by reference WCC 21.04.090 and 21.05.080, and Policy 2DD-2.C.3.7 adopts by reference WCC 24.11.050 and 24.11.060, any amendments to these WCC provisions are also amendments to the Comprehensive Plan; and

WHEREAS, the Growth Management Hearings Board (Board) found the amended Comprehensive Plan lacked the required measures to protect water resources (GMHB Case No. 12-2-0013); and

WHEREAS, on October 6, 2016, the State Supreme Court (Court), in reversing a Court of Appeals decision, upheld the Board’s decision that the County’s Comprehensive Plan does not satisfy the GMA requirements to protect water availability, and stated, “We hold that the Board properly concluded that the GMA requires counties to make determinations of water availability.”; and

WHEREAS, the Court stated, “...the GMA places the burden on counties to protect groundwater resources, and requires counties to assure that water is both factually and legally available before issuing building permits.”; and

WHEREAS, the Court stated, “...The county’s policies incorporate WCC provisions that do not allow water to be withdrawn from ‘an area where [the Department of Ecology] has determined by rule that water for development does not exist.’ ...these ordinances further provide that an application for a permit-exempt appropriation will be approved without any analysis of that withdrawal’s impact on instream flows. The Board found that these provisions result in water withdrawals from closed basins and senior instream flows—flows that the record indicated drop below the minimum levels 100 days out of the year. The Board properly held that this conflicts with the requirement placed on counties to protect water availability under the GMA...”; and

WHEREAS, Chapter 173-501 WAC Instream Resources Protection Program – Nooksack Water Resource Inventory Area (WRIA) 1 identifies water bodies in Whatcom County that are closed or partially closed to further appropriation, by listing their status as “closure,” “partial year closure,” “low flow,” or “minimum flow,”; and
WHEREAS, on October 25, 2016 Whatcom County adopted Ordinance 2016-048, an emergency moratorium on the filing, acceptance, and processing of new applications for project permits for uses that rely on permit-exempt groundwater withdrawals within a closed or partially closed basin, to allow the County time to review its Comprehensive Plan and development regulations in light of the Supreme Court ruling, and to draft and enact the necessary amendments as soon as feasible; and

WHEREAS, RCW 36.70.790 and RCW 36.70.795 allow for adoption of interim official controls as long as a public hearing is held within 60 days of adoption; and

WHEREAS, on December 6, 2016 the County Council adopted Ordinance 2016-066, an interim ordinance adopting amendments to the Whatcom County Comprehensive Plan and WCC Title 15, Title 20, Title 21, and Title 24 relating to water resources, which is effective until March 18, 2017, and the County has applied the provisions of the ordinance to project permit applications relying on new permit-exempt groundwater withdrawals; and

WHEREAS, on March 7, 2017 the County Council adopted Ordinance 2017-008, a second interim ordinance, which is effective until April 29, 2017; and

WHEREAS, a third interim ordinance is required to allow the County time to pursue a permanent legislative solution to the issues raised by the Court decision, and to provide clarity to project permit applicants in the meantime; and

WHEREAS, in accordance with RCW 36.70A.106 Whatcom County Planning and Development Services notified the Department of Commerce of the proposed interim amendment; and

WHEREAS, this ordinance shall be effective for not longer than six months following its effective date, but may be renewed for one or more six month periods if subsequent public hearings are held and findings of fact are made prior to each renewal.

WHEREAS, the County Council is scheduled to hold a public hearing on this issue on April 18, 2017;
NOW, THEREFORE, BE IT ORDAINED that the Whatcom County Council adopts the above "WHEREAS" recitals as findings of fact in support of it action as required by RCW 36.70A.390

BE IT FURTHER ORDAINED by the Whatcom County Council that the Whatcom County Comprehensive Plan and the Whatcom County Code are hereby amended, on an interim basis, as shown in Exhibit A; and

BE IT FURTHER ORDAINED that this ordinance shall be effective for not longer than six months following its effective date.

ADOPTED this ______ day of ______________, 2017.

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

ATTEST:

Dana Brown-Davis, Council Clerk

Barry Buchanan, Chairperson

APPROVED as to form:

Jack Louws, Executive

( ) Approved  ( ) Denied

Date: __________________________
EXHIBIT A
Whatcom County Code
AMENDMENTS

TITLE 15 BUILDINGS AND CONSTRUCTION
Chapter 15.04
BUILDING CODES

15.04.020 Amendments to the International Building Code.
A. The IBC is amended as follows:

4. Section 105.3, Application for Permit, is amended to include the following:

To obtain the permit, the applicant shall first file an application
therefore in writing on a form furnished by the department of building
safety for that purpose. Such application shall:

1. Identify and describe the work to be covered by the permit
for which application is made.

2. Describe the land on which the proposed work is to be done
by legal description, street address or similar description that
will readily identify and definitely locate the proposed building
or work.

3. Indicate the use and occupancy for which the proposed work
is intended.

4. Be accompanied by construction documents and other
information as required in Section 107.

5. State the valuation of the proposed work.
6. Be signed by the applicant, or the applicant’s authorized agent.

7. Include signature by the applicant or the applicant’s authorized agent of a statement for guarantee of fee payment. The statement must be signed in the presence of County staff or staff will provide a statement which includes verification of signature by a licensed notary public.

8. Provide verification of approval to connect to a public sewer system or a septic system installation permit issued by the Whatcom County Environmental Health Department for any permit application that requires sewage disposal. The approval to connect or issued septic system permit shall be specific to the project application.

9. For a building necessitating potable water, provide evidence of an adequate water supply for the intended use of the building, as defined in 20.97.451 WCC.

10. Provide additional data and information in the designated sequence, as required by the Building Official.

15.04.030 Amendments to the International Residential Code.

C. Section R105.3, Application for permit, is amended to include the following:

To obtain the permit, the applicant shall first file an application therefor in writing on a form furnished by the department of building safety for that purpose. Such application shall:

1. Identify and describe the work to be covered by the permit for which application is made.

2. Describe the land on which the proposed work is to be done by legal description, street address or similar description that will readily identify and definitely locate the proposed building or work.

3. Indicate the use and occupancy for which the proposed work is intended.

4. Be accompanied by construction documents and other information as required in Section 107.

5. State the valuation of the proposed work.
6. Be signed by the applicant, or the applicant's authorized agent.

7. Include signature by the applicant or the applicant's authorized agent of a statement for guarantee of fee payment. The statement must be signed in the presence of County staff or staff will provide a statement which includes verification of signature by a licensed notary public.

8. Provide verification of approval to connect to a public sewer system or a septic system installation permit issued by the Whatcom County Environmental Health Department for any permit application that requires sewage disposal. The approval to connect or issued system permit shall be specific to the project application.

9. For a building necessitating potable water, provide evidence of an adequate water supply for the intended use of the building, as defined in 20.97.451 WCC.

10. Provide additional data and information in the designated sequence, as required by the Building Official.

TITLE 20 ZONING

Chapter 20.84

VARIANCES, CONDITIONAL USES, ADMINISTRATIVE APPROVAL USES AND APPEALS

20.84.200 Conditional uses.

20.84.220 Criteria.
Before approving an application for a conditional use permit, the hearing examiner shall ensure that any specific standards of the use district defining the conditional use are fulfilled, and shall find adequate evidence showing that the proposed conditional use at the proposed location:
(5) Will be serviced adequately by necessary public facilities such as highways, streets, police and fire protection, drainage structures, refuse disposal, adequate water supply as defined in WCC 20.97.451, and sewers, and schools; or that the persons or agencies responsible for the establishment of the proposed use shall be able to provide adequately any such services.

Chapter 20.97

DEFINITIONS

20.97.451 Water Supply, Adequate

"Adequate water supply" means a supply of potable water adequate to serve a land use associated with a project permit in terms of quality, quantity, and legal availability, as documented by a water availability notification signed by the director of the Whatcom County Health Department, per WCC 24.11.060.

TITLE 21 LAND DIVISION REGULATIONS

Chapter 21.04

SHORT SUBDIVISIONS

21.04.090 Water supply.

(1) Water from a public water system(s) shall be provided to serve each lot in a short plat, except as specified in subsection (2) of this section.

(2) For a residential short subdivision, private water supplies may be utilized under the following circumstances:

(a) All lots served by the private water supplies are five acres or larger, unless smaller because of clustering. If the lots are smaller because of clustering, the gross density of the short subdivision shall not exceed one dwelling per five acres; and

(b) The withdrawal is not from a defined portion of an aquifer of known regional ground water contamination that exceeds state standards and that
has been identified by the director of the health department and confirmed by
the board of health; and
(c) The water source is ground water and not surface water; and
(d) The applicant demonstrates that adequate water supply exists to serve the
subdivision, as defined in 20.97.451 WCC; and
(e) The short subdivision is not located within the designated water service
area of a public water purveyor that is shown on the coordinated water system
plan map or within one-half mile of an existing water purveyor's water line; or
(f) If the short subdivision is located within the designated water service
area of a public water purveyor that is shown on the coordinated water system
plan map or within one-half mile of an existing water purveyor's water lines
and:
(i) The purveyor water cannot be provided water service to the applicant
within 120 calendar days of submitting a written request and applicable
fees to the purveyor unless specified otherwise by the hearing examiner or
county council; or
(ii) The purveyor states in writing that it is unable or unwilling to provide
the service; or
(iii) The purveyor and applicant are unable to achieve an agreement on
the schedule and terms of provision of service within 120 calendar days.
(3) If a public water supply is required, all the requirements of Chapter 246-290
WAC, Group A Public Water Systems, or Chapter 246-291 WAC, Group B Public
Water Systems, must be met prior to final plat approval.

CHAPTER 21.05
PRELIMINARY LONG SUBDIVISIONS

21.05.080 Water supply.
(1) Water from a public water system(s) shall be provided to serve each lot in a
subdivision, except as specified in subsection (2) of this section.

(2) For a residential subdivision with six or fewer residences, private water supplies
may be utilized under the following circumstances:

(a) All lots served by the private water supplies are five acres or larger, unless
smaller because of clustering. If the lots are smaller because of clustering, the
gross density of the subdivision shall not exceed one dwelling per five acres
and the number of clustered lots shall not exceed four; and
(b) The withdrawal is not from a defined portion of an aquifer of known regional ground water contamination that exceeds state standards and that has been identified by the director of the health department and confirmed by the board of health; and

(c) The water source is ground water and not surface water; and

(d) If the subdivision is within the designated water service area of a public water purveyor that is shown on the coordinated water system plan map or within one-half mile of an existing water purveyor’s water lines:

(i) The water cannot be provided to the applicant within 120 calendar days of submitting a written request and applicable fees to the purveyor unless specified otherwise by the hearing examiner or county council; or

(ii) The purveyor states in writing that it is unable or unwilling to provide the service; or

(iii) The purveyor and applicant are unable to achieve an agreement on the schedule and terms of provision of service within 120 calendar days.

(3) The applicant shall demonstrate that adequate water right(s) supply exists to serve the subdivision, as defined in 20.97.451 WCC, except when water withdrawal is exempt from obtaining a water right permit under RCW 90.44.050.

(4) If a Group B public water system is created to serve the subdivision, the number of wells shall be limited to the minimum needed to serve the water needs of the subdivision as determined by the health department.

(5) If a public water supply is required, all the requirements of Chapter 246-290 WAC, Group A Public Water Systems, or Chapter 246-291 WAC, Group B Public Water Systems, must be met prior to final plat approval.

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**TITLE 24 HEALTH CODE**

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**Chapter 24.11**

**DRINKING WATER**

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**24.11.050 General requirements.**

A. Applicants must submit all required forms, letters and documents to the director.
B. The director will consider applications for water availability proposing to use groundwater, spring water, surface water, sea water or rainwater.

C. The director shall evaluate the availability of a public water system prior to approving the use of a private water system. If it is determined that a public water system is available and willing to provide water, the applicant must connect to that public water system when:

1. The applicant proposes to use surface water, spring water, rainwater, or contaminated groundwater; or

2. The applicant proposes to build on a lot located in a short subdivision or long subdivision that Whatcom County approved based on the availability of public water; or

3. The existing public water system has water lines adjacent to the property line of the applicant and connection is consistent with RCW 36.70A.110(4); or

4. The existing public water system has defined a “service area boundary” in accordance with the Whatcom County Coordinated Water System Plan which includes the property of the applicant.

D. The director will only approve a private or Non Group B 2 party well for proposed short subdivisions or long subdivisions when analytical results of untreated water samples for primary inorganic or organic contaminants do not exceed a maximum contaminant level (MCL) adopted by Washington State Department of Health.

E. Surveyors of public water systems and private water system applicants must comply with Washington State Department of Ecology water right requirements and must demonstrate that they have an adequate water supply for their proposed service per WCC 24.11.060. Compliance will include at a minimum, possession of a water right permit or certificate for:

1. All surface water sources excluding seawater.
2. All groundwater sources using more than 5,000 gallons per day.
3. Irrigating more than one-half acre of lawn or noncommercial garden.

24.11.060 Water availability required.
Prior to issuance of a building permit or other project permits, the applicant must provide Whatcom County planning and development services evidence of adequate water supply as documented by a water availability notification signed by the director, except as described in subsection B, evidence of an adequate water supply to Whatcom County planning and development services (PDS) except when. The water availability notification shall document a supply of potable water adequate to serve a land use associated with a project permit in terms of quality, quantity, and legal availability.

A. The applicant must provide evidence of legal availability in the form of:

1. A water right permit from the Department of Ecology, or
2. A letter from an approved public water purveyor with sufficient water rights, stating the ability to provide water, or

3. Documentation that water can be supplied by a rainwater catchment system approved by the Whatcom County Health Department, per Department of Ecology Policy 1017.

B. Notwithstanding the provisions of subsection A, for a new permit-exempt groundwater withdrawal per RCW 90.44.050 the applicant must provide evidence of legal availability in the form of:

1. Documentation that the well site is located in the Samish River watershed, or in Point Roberts, Eliza Island, or Lummi Island, as shown in Figure 24.11.060; or

2. A study prepared by a qualified hydrogeologist licensed in the State of Washington demonstrating a proposed groundwater withdrawal would not impair a senior water right, including instream flows established in Chapter 173-501 WAC where applicable, in accordance with current statutes and case law. Such documentation must be verified by the county either through consultation with the Department of Ecology, or a qualified technical review team appointed by the county. The county may require a third party review by an independent qualified hydrogeologist if the county determines additional technical expertise is needed. The cost of the third party review shall be borne by the County; or

3. A mitigation plan prepared by a qualified hydrogeologist licensed in the State of Washington, and approved by Whatcom County. The plan shall include:

   a. Evidence that the proposed withdrawal with mitigation in place will not impair a senior water right, including instream flows established in Chapter 173-501 WAC where applicable, in accordance with current statutes and case law. Such documentation must be verified by the county either through consultation with the Department of Ecology, or a qualified technical review team appointed by the county. The county may require a third party review by an independent qualified hydrogeologist if the county determines additional technical expertise is needed. The cost of the third party review shall be borne by the County.
   
   b. A monitoring and reporting plan, including a quality assurance/quality control plan.
   
   c. Documentation adequate to demonstrate that the mitigation will remain in place for the duration of the impact, including, for
example, financial assurances or documentation of permanent
dedication of water for mitigation purposes.

C. A water availability notification is not required for:

A. 1. A building—project permit that does not require potable water.

B. 2. A project permit relying on a permit-exempt groundwater withdrawal per
RCW 90.44.050, and proposing (a) a remodel of an existing building or (b)
replacement of a demolished or removed building, but not proposing a change of
use; however, such permits shall require current documentation of water quality
and quantity, as approved by the director. A residential remodeling does not add
additional bedrooms or result in an increase of floor space of more than 50 percent.

C. 3. A project permit relying on surface water withdrawal for potable water, and
proposing (a) a remodel of an existing building or (b) replacement of a demolished
or removed building, either of which would increase the floor area by no more than
50 percent over that of the existing building; however, such permits shall require
current documentation of water quality and quantity, as approved by the director.
PDS determines that the building will replace a demolished or removed building and
the building will not have more bedrooms or more than 50 percent greater floor
space than the previous building.
24.11.070 Determining adequacy of water supply for building permit applications proposing to use an existing public water system.
A. Prior to director approval of evidence of an adequate water supply where the applicant proposes to obtain water from an existing public water system the applicant must:

1. Submit to the director, an Availability Notification for Public Water form (as amended) signed by an authorized representative of the water system proposing to serve water to the building. The authorized representative:

   a. Must indicate on the form that the water system will provide water to the proposed building.

   b. Must sign a statement that they have reviewed the system records and ensures that the water system complies with Chapters 246-290 and 246-291 WAC and department requirements.

B. The director will review the completed Availability Notification For Public Water (form) for approval. The director will approve the completed form if:

   1. The applicant and the authorized representative met all the criteria listed on the form.

   2. The purveyor of the water system has the approval from DOH or the department to provide water to the building.

   3. The applicant has provided evidence of legal availability of water for the proposed project per WCC 24.11.060.

24.11.080 Determining adequacy of water supply for of building permit applications proposing to create a new public water system.
Prior to director approval of evidence of an adequate water supply, an applicant proposing to create a new public water system must comply with:

A. Provisions of the Whatcom County Coordinated Water System Plan.

B. Chapters 246-290 and 246-291 WAC, and all other applicable local and state regulations for public water supplies.

C. The applicable sections of this chapter pertaining to public water supplies and water availability.

24.11.090 Determining adequacy of water supply for building permit applications proposing to use a well to serve one single-family dwelling or one single-family living unit.
A. Prior to director approval of evidence of an adequate water supply where the applicant proposes to use a private well, the applicant must:

   1. Notify the director of the intent to use a well.
2. Request that the director conduct a site inspection and approve the proposed well site.

B. Upon request from the applicant, the director will conduct a site inspection for the purpose of approving the location. If the director cannot approve a well location the director will deny the application and give the reasons for denial.

C. If the director approves the well location the applicant shall submit a completed Water Availability Notification Private – 1 Home Well form (as amended) and all required documents to the director for approval.

A. Prior to director approval of evidence of an adequate water supply where the applicant proposes to use a private well, the applicant must submit a completed Water Availability Notification Private – 1 Home Well form (as amended) and all required documents to the director for approval.

BD. The director will review the completed form and required documents submitted by the applicant for approval. The director will approve the form if:

1. The applicant met all the criteria listed on the form.

2. The applicant submitted all of the required documents.

3. The applicant has provided evidence of legal availability of water for the proposed project per WCC 24.11.060. well site proposed by the applicant does not fall within the boundaries of an area where DOE has determined by rule that water for development does not exist.

24.11.100 Determining adequacy of water supply for building permit applications proposing to use a well to serve two single-family dwellings or two single-family living units.

A. Prior to director approval of evidence of an adequate water supply where the applicant proposes to use a well to serve two single-family dwellings or two single-family living units, the applicant must:

1. Notify the director of the intent to use a well or wells.

2. Request that the director conduct a site inspection and approve the proposed well sites.

B. Upon request from the applicant, the director will conduct a site inspection for the purpose of approving the location. If the director cannot approve a well location the director will deny the application and give the reasons for denial.

C. If the director approves the well locations the applicant shall submit a completed Water Availability Notification Non-Group B – 2 Home Well form (as amended) and all required documents for each well to the director for approval.
D. The director will review the completed form and required documents submitted by the applicant for approval. The director will approve the form if:

1. The applicant met all the criteria listed on the form.

2. The applicant submitted all of the required documents.

3. The applicant has provided evidence of legal availability of water for the proposed project per WCC 24.11.060. The well-site proposed by the applicant does not fall within the boundaries of an area where DOE has determined by rule that water for development does not exist.

24.11.110 Determining adequacy of water supply for building permit applications proposing to use a spring to serve one single-family dwelling unit or one single-family living unit.
A. Prior to director approval of evidence of an adequate water supply where the applicant proposes to use a spring source, the applicant must:

1. Notify the director of the intent to use a spring.

2. Provide information to the director showing that they cannot drill an adequate well on their property.

3. Request that the director conduct a site inspection and approve the proposed location of the spring.

B. Upon request from the applicant, the director will conduct a site inspection for the purpose of approving the location. If the director does not approve the location the director will deny the application and give the reason for denial.

C. If the director approves the location of the spring the applicant must submit a completed Water Availability Notification Private – 1 Home Spring form (as amended) and all required documents for approval by the director.

D. The director will review the completed form and required documents for approval. The director will approve the application if:

1. The applicant met all the criteria listed on the form.

2. The applicant submitted all of the required documents.

3. The applicant has provided evidence of legal availability of water for the proposed project per WCC 24.11.060. The spring site proposed by the applicant does not fall within the boundaries of an area where DOE has determined by rule that water for development does not exist.
24.11.120 Determining adequacy of water supply for building permit applications proposing to use a spring to serve two single-family dwelling units or two single-family living units.
A. Prior to director approval of evidence of an adequate water supply where the applicant proposes to use a spring source, the applicant must:

1. Notify the director of the intent to use a spring.

2. Provide information to the director showing that an adequate well cannot be drilled on their property.

3. Request that the director conduct a site inspection and approve the proposed location of the spring.

B. Upon request from the applicant, the director will conduct a site inspection for the purpose of approving the location. If the director does not approve the location, the director will deny the application and give the reasons for denial.

C. If the director approves the location of the spring the applicant must submit a completed Water Availability Notification – 2 Home Spring form (as amended) and all required documents for approval by the director.

D. The director will review the completed form and required documents for approval. The director will approve the application if:

1. The applicant met all the criteria listed on the form.

2. The applicant submitted all of the required documents.

3. The applicant has provided evidence of legal availability of water for the proposed project per WCC 24.11.060. The spring or spring sites proposed by the applicant does not fall within the boundaries of an area where DOE has determined by rule that water for development does not exist.

24.11.130 Determining adequacy of water supply for building permit applications proposing to use surface water, sea water or rainwater for one or two single-family dwelling units or two single-family living units.
A. The director shall not approve use of surface water, sea water, or rainwater as evidence of an adequate water source unless the applicant:

1. Cannot obtain water from an existing public water supply.

2. Cannot use an approved source of groundwater from a well.

3. Could only use contaminated groundwater.

B. Prior to director approval of evidence of adequate water supply the applicant must:
1. Meet all applicable requirements for surface water, sea water or rainwater treatment design, maintenance and operation contained in Whatcom County health and human services Water Availability for a Private Surface Water Source (as amended) Notification as determined by the director.

2. Provide evidence of legal availability of water for the proposed project per WCC 24.11.060. The surface water site proposed by the applicant does not fall within the boundaries of an area where DOE has determined by rule that water for development does not exist.

3. Meet all other state and local regulations.

4. Sign and have recorded with the Whatcom County auditor’s office the following documents:

   a. A document stating which contaminate the untreated source water exceeded.

   b. A document stating that the applicant has had a water treatment system designed that meets Whatcom County health and human services Water Availability Approval for a Surface Water Source (as amended), and secures a potable water supply for the building.

   c. A document stating that the applicant has installed a treatment system according to the design reviewed by the director and treated water sample results that verify system performance.

   d. A document stating that the applicant agrees to adhere to the operation, maintenance, and monitoring plan for the designed treatment system.

   e. A document stating that the applicant understands that the obligation to comply with treatment system design, installation, operation and monitoring lies with the applicant and not Whatcom County.

   f. When the public system is available, any person obtaining water from contaminated source must provide current test results showing water treatment is adequately maintaining water quality below maximum contaminant levels (MCL). If the quality does not meet the MCL, the applicant is required to hook up to a public system.

24.11.140 Determining adequacy of water supply for short subdivisions, long subdivisions or binding site plans proposing to use an existing public water system.
A. Prior to director approval of availability of an adequate water supply where the applicant proposes to obtain water from an existing public water supply to service lots of a short subdivision, long subdivision, or a binding site plan the applicant must:
1. Provide to the director an Availability Notification for Public Water (as amended) form or a letter signed by an authorized representative of the water system proposing to serve water to each lot. The authorized representative of the public water system:

   a. Must indicate that the water system will provide water to each proposed lot.

   b. Must sign a statement that they have reviewed the system records and ensures that the water system is in compliance with Chapters 246-290 and 246-291 WAC and department requirements.

B. The director will review the completed form or letter to determine the availability of adequate water. The director will make a determination of adequate water when:

1. The applicant and the authorized representative meet all the criteria listed on the form.

2. The purveyor of the water system has the approval from DOH or the department to provide water to the short subdivision, long subdivision or binding site plan, except for Group A water systems the following conditions also apply:

   a. DOH has issued a green operating permit to the purveyor; or

   b. DOH has determined that the purveyor significantly complies with Chapter 246-290 WAC

3. The applicant has provided evidence of legal availability of water for the proposed project per WCC 24.11.060.

24.11.150 Determining adequacy of water supply for short subdivisions, long subdivisions or binding site plans proposing to use a new public water system.

Prior to director approval of availability of an adequate water supply where the applicant proposes to create a new public water supply to service lots of a short subdivision, long subdivision, or a binding site plan the applicant must comply with:

A. Provisions of the Whatcom County Coordinated Water System Plan.

B. Chapters 246-290 and 246-291 WAC, and all other applicable local and state regulations for public water supplies.

C. The applicable sections of this chapter pertaining to public water supplies and water availability.

24.11.160 Determining adequacy of water supply for short subdivisions or long subdivisions proposing to use a private well or private wells to serve one single-family dwelling or one single-family living unit.
April 4, 2017

A. Prior to director approval of availability of an adequate water supply where the applicant proposes to use a private well or private wells to service lots of a short subdivision or long subdivision the applicant must:

1. Notify the director of the intent to use a private well or wells.

2. Request that the director conduct a site inspection and approve the proposed well sites.

B. Upon request from the applicant, the director will conduct a site inspection for the purpose of approving the location. If the director cannot approve a well location the director will deny the application and give the reasons for denial.

C. If the director approves the well locations the applicant shall submit a completed Subdivision Water Availability form (as amended) and all required documents for each well to the director for approval.

D. The director will review each completed form and required documents for approval. The director will approve the availability of adequate water when:

1. The applicant met all the criteria listed on the form.

2. The applicant submitted all of the required documents.

3. The applicant has provided evidence of legal availability of water for the proposed project per WCC 24.11.060. The well-site or well sites proposed by the applicant does not fall within the boundaries of an area where DOE has determined by rule that water for development does not exist.

24.11.170 Determining adequacy of water supply for short subdivisions or long subdivisions proposing to use a well to serve two single-family dwellings or two single-family living units.

A. The applicant shall create a Group B Public water supply as defined in Chapter 246-291 WAC when WCC Title 21 requires the applicant to provide public water service to each lot. This includes a water system where one well services two lots.

B. Prior to director approval of availability of an adequate water supply where the applicant proposes to use one well to service two lots of a short subdivision or long subdivision when public water is not required the applicant must:

1. Notify the director of the intent to use a well or wells.

2. Request that the director conduct a site inspection and approve the proposed well sites.

C. Upon request from the applicant, the director will conduct a site inspection for the purpose of approving the location. If the director cannot approve a well location the director will deny the application and give the reasons for denial.
D. If the director approves the well locations the applicant shall submit a completed Subdivision Water Availability form (as amended) and all required documents for each well to the director for approval.

E. The director will review each completed form and required documents for approval. The director will approve the availability of adequate water when:

1. The applicant met all the criteria listed on each of the forms.

2. The applicant submitted all of the required documents.

3. The applicant has provided evidence of legal availability of water for the proposed project per WCC 24.11.060. The well-site or well-sites proposed by the applicant does not fall within the boundaries of an area where DOE has determined by rule that water for development does not exist.
**WHATCOM COUNTY COUNCIL AGENDA BILL**

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<th>Date</th>
<th>Date Received in Council Office</th>
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<th>Assigned to</th>
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<td>3/8/17</td>
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**TITLE OF DOCUMENT:**

Amendment No. 4 to Ordinance No. 2014-083 Establishing the Cedar Hills/Euclid Storm Water Improvements Fund and Establishing a Project Based Budget for Cedar Hills/Euclid Storm Water Improvements.

**ATTACHMENTS:**

1. Ordinance
2. Exhibit A
3. Cover Memo
4. Supplemental Budget Request

**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.)

Amendment No. 4 to the Cedar Hills/Euclid Storm Water Improvements Fund Project Budget requests additional appropriation authority of $36,909 for a new Project Based Budget total of $1,792,495

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

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

**Please Note:** Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County’s website at: [www.co.whatcom.wa.us/council](http://www.co.whatcom.wa.us/council).
PROPOSED BY: Public Works
INTRODUCTION DATE:_______

ORDINANCE NO. ________

AMENDMENT NO. 4 TO ORDINANCE NO. 2014-083 ESTABLISHING THE CEDAR HILLS/EUCLID STORM WATER IMPROVEMENTS FUND AND ESTABLISHING A PROJECT BASED BUDGET FOR CEDAR HILLS/EUCLID STORM WATER IMPROVEMENTS

WHEREAS, the Lake Whatcom Comprehensive Stormwater Management Plan identified the Cedar Hills/Euclid Natural Drainage Retrofit as a high priority capital improvement project, and

WHEREAS, construction work is currently underway for this project through a contract with Stremler Gravel, and

WHEREAS, this request will fund additional unanticipated expenses of utility relocations, and

WHEREAS, these additional expenses will be funded by the Lake Whatcom Water and Sewer District,

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that Ordinance No. 2014-083 is hereby amended adding $36,909 of expenditure authority, as described in Exhibit A, to the amended project budget of $1,755,586 for a total amended project budget of $1,792,495.

ADOPTED this ____ day of April, 2017.

ATTEST:

Dana Brown-Davis, Clerk of the Council

Barry Buchanan, Council Chair

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

APPROVED AS TO FORM:

Civil Deputy Prosecutor

Jack Louws, County Executive

( ) Approved ( ) Denied

Date Signed: __________________
EXHIBIT A

CEDAR HILLS/EUCLID STORMWATER IMPROVEMENTS - Fund 367

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<td>$1,792,495</td>
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MEMORANDUM

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

THROUGH: Jon Hutchings, Public Works Director

FROM: Rob Ney, Special Projects Manager
       Kirk N. Christensen, P.E., Stormwater Supervisor

DATE: March 20, 2017

RE: Supplemental Budget Request #2262 - Cedar Hills/Euclid

Please find attached for your approval a supplemental budget request from Public Works-Stormwater for the Cedar Hills-Euclid Stormwater Improvements project.

• Background and Purpose
The Lake Whatcom Comprehensive Stormwater Management Plan identified high priority Capital Improvement Projects (CIPs) to address water quality. CIP-10 Natural Drainage Retrofits Cedar Hills/Euclid is one these CIPs. Construction work is currently underway for this CIP through a contract with Stremler Gravel. Construction includes installation of bio-retention swales, stormfilter vaults, pretreatment structures, utility relocations, stormwater piping, stream stabilization, and native plantings. The Stormwater Division was successful in obtaining a Combined Water Quality Financial Assistance grant from the Department of Ecology (DOE) to aid in funding the design and construction of the stormwater retrofits.

This request will fund additional unanticipated expenses for utility issues. The expenses will be reimbursed by the Lake Whatcom Water and Sewer District.

• Funding Amount and Source
This request, in the additional amount of $36,909 will be funded by Lake Whatcom Water and Sewer District.

Please contact Kirk Christensen at extension 6297, if you have any questions or concerns regarding the terms of this agreement,

Encl.
Supplemental Budget Request

Public Works

<table>
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<th>Fund</th>
<th>367</th>
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<th>Kirk Christensen</th>
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Expenditure Type: One-Time
Year 1 2017
Add'l FTE
Add'l Space
Priority 1

Name of Request: Cedar Hills Supplemental #4

X

Department Head Signature (Required on Hard Copy Submission) 3/20/17

Date

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1a. Description of request:

This water quality improvement project establishes low impact development stormwater control facilities and stormwater treatment facilities specifically designed to remove phosphorus in urban runoff draining to Euclid Creek. Construction work is currently underway through a contract with Stremler Gravel. Construction includes installation of bio-retention swales, storm filter vaults, pretreatment structures, utility relocations, stormwater piping, stream stabilization, and native plantings.

The Stormwater Division was successful in obtaining a Combined Water Quality Financial Assistance grant from the Department of Ecology (DOE) to aid in funding the design and construction of the stormwater retrofits.

Additional expenses will be required for utility issues. The expenses will be reimbursed by the Lake Whatcom Water and Sewer District.

1b. Primary customers:

The primary customers of this project are the citizens of Whatcom County, residents of the City of Bellingham, and anyone who benefits from recreational use of Lake Whatcom.

2. Problem to be solved:

This project addresses the problem of water quality. Lake Whatcom supplies drinking water to approximately 100,000 residents in the Bellingham area. Elevated levels of phosphorus have caused Lake Whatcom to be placed on Washington State’s 303(d) listing as an impaired water body. This project will treat and infiltrate stormwater runoff to reduce phosphorus loading to Lake Whatcom. It will also reduce peak flows and pollutant loading to Euclid Creek.

3a. Options / Advantages:

Moving forward with this request will improve phosphorus removal.

3b. Cost savings:

The failure to reduce phosphorus loading to Lake Whatcom can result in costly removal/treatment of excessive algae blooms, increased costs for maintaining drinking water filters, reduced use of Lake Whatcom as a fishing and recreational facility, and the overall deterioration of the biological function of the watershed. This project will contribute to the overall goal of water quality and assist with meeting the TMDL requirements of retrofitting development to mimic the phosphorus loading of a forested watershed.

4a. Outcomes:

Construction of the bio-infiltration facilities, the installation of the stormwater filter vaults and the channel stabilization to treat stormwater entering Euclid Creek and Lake Whatcom.

4b. Measures:

Monday, March 20, 2017
Supplemental Budget Request

<table>
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<tbody>
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<td><strong>Supp ID #</strong></td>
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The construction and installation of the stormwater facilities will indicate that the project outcomes have been met. In addition, the Stormwater Division intends to fit one of the bio-infiltration facilities for effectiveness monitoring. This monitoring will assist the Stormwater Division in quantifying in-field phosphorus reduction and provide information for the continuing improvement of water quality design work in the Lake Whatcom watershed.

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

Lake Whatcom Water and Sewer District.

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

Kirk Christensen

6. **Funding Source:**

Lake Whatcom Water and Sewer District.
Amendment No. 3 to Ordinance No. 2012-050 Establishing the Birch Bay Drive and Pedestrian Facility Project Fund and Establishing a Project Based Budget for the Birch Bay Drive and Pedestrian Facility

ATTACHMENTS:
1. Ordinance
2. Exhibit A - Project Budget Request Tracking Sheet
3. Cover Memo to County Executive and Council
4. Supplemental Budget Request
5. Project Narrative

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.)

Requesting Council approval for the additional budget authority in the Birch Bay Drive and Pedestrian Facility Project Based Budget Fund (Fund # 339), for a new current budget expenditure amount of $3,600,000. This authorization will fund Land Acquisition and additional field archaeological testing associated with permitting and the preliminary engineering (design phase). This is CRP#907001.

Current project status is design at 90% complete, all permits submitted and working through regulatory channels, and 60% of the property acquisition completed.

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. __________

AMENDMENT No. 3 to Ordinance No. 2012-050 establishing the Birch Bay Drive and Pedestrian Facility Project Fund and establishing a project based budget for the Birch Bay Drive and Pedestrian Facility

WHEREAS, the preliminary engineering (design phase) of the Birch Bay Drive and Pedestrian Facility is over 90% complete, with all permits submitted and property rights acquisition over 60% complete, and;

WHEREAS, it is necessary to add to the project budget to continue the property acquisition phase and address additional archaeological field testing required by Section 106 of the federal NEPA process, and;

WHEREAS, there is sufficient budget authority in the approved 2017 Road Fund Capital Budget for a transfer into this project fund, and;

WHEREAS, a County Road Project identified as CRP No. 907001 titled "Birch Bay Drive and Pedestrian Facility" is listed as project priority No. 1 on both the STIP and ACP,

NOW, THEREFORE, BE IT ORDAINED, by the Whatcom County Council that Ordinance No. 2012-050, associated with establishing the project based budget and initiating the design phase is hereby amended by adding an additional amount of $900,000 of expenditure authority for an amended project budget total of $3,600,000 as described in Exhibit "A".

ADOPTED this ____ day of ____________, 2017.

ATTEST: WHATCOM COUNTY COUNCIL

_________________________ WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Council Clerk

Barry Buchanan, Chair of the Council

APPROVED AS TO FORM: ( ) Approved ( ) Denied

_________________________ Jack Louws, Executive Date

Chief Civil Deputy Prosecutor
Exhibit "A"

Project Based Budget - Budget Request Tracking Sheet

Project Title: Birch Bay Drive and Pedestrian Facility
Project Codes: CRP No. 907001; Cost Center 339100
Project Based Budget Request: No. 4

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TOTAL          |                                          | $2,700,000                      | $900,000                       | $3,600,000                  |

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TOTAL          |                                          | $2,700,000                      | $900,000                       | $3,600,000                  |
MEMORANDUM

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

Through: Jon Hutchings, Director

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

Date: March 20, 2017

Subject: Amendment No. 3 to Ordinance 2012-050 Amending the Birch Bay Drive and Pedestrian Facility Project Based Budget Fund, Cost Center 339100, CRP #907001

Enclosed for your review and signature is one (1) original of Amendment No. 3 to Ordinance 2012-050 associated with the Birch Bay Drive and Pedestrian Facility Project Based Budget fund.

Requested Action
Public Works respectfully requests that the County Council and the County Executive sign the ordinance amending the Birch Bay Drive and Pedestrian Facility Project Based Budget Fund.

Background and Purpose
The Birch Bay Drive and Pedestrian Facility Project Based Budget Fund was established by Ordinance 2012-050 for an amount of $1,072,324 on November 27, 2012. On June 17, 2014, Ordinance 2014-036 amended the project fund amount to $2,200,000 for consultant design services. On December 6, 2016, Ordinance 2016-069 amended the project fund amount to $2,700,000 for consultant design services and property acquisition. This request is to amend the project fund amount by $900,000, for Land Acquisition and Preliminary Engineering (design phase) services, bringing the current project budget authority to $3,600,000.

Current project status is design at 90% complete, 60% of the property acquisition complete, and additional field archaeological testing required to complete design and permitting.

As Land Acquisition is finalized in 2017, and related design issued completed, the Council can expect an additional Supplemental Budget Request for Construction funds in 2017.

Funding Amount and Source
The Land Acquisition and Preliminary Engineering work will be funded by a transfer from the Road Fund. Sufficient budget authority exists in the approved 2017 Road Fund Capital Budget for this transfer.

Please contact Jim Karcher at extension 6271, if you have any questions or concerns regarding the terms of this agreement.
Supplemental Budget Request

Public Works

Expenditure Type: One-Time
Year 1 2017
Add'l FTE ☐ Add'l Space ☐ Priority 1

Name of Request: Birch Bay Dr and Ped Facility - suppl for R/W & PE

Department Head Signature (Required on Hard Copy Submission) 3/20/17

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1a. Description of request:
This Birch Bay community-driven project is located parallel to Birch Bay Drive and consists of a Public Works project to construct a 1.58 mile separated berm with pathway to encourage pedestrian use along the waterfront from Cedar Avenue to the mouth of Terrell Creek. Several key attributes of the project will be pedestrian safety with the separated trail, and a soft shore berm to protect the Birch Bay Drive roadway from storm damage. In addition, the project will provide mitigation for beach erosion. It is the #1 priority project for the Public Works Department’s 2016 & 2017 Annual Construction Programs.

This supplemental budget request will add expenditure authority of $900,000 to the existing project based budget for a new total expenditure authority of $3,600,000. The additional expenditure authority will fund the continued acquisition of property rights needed for the project, as well as fund additional archaeological field testing associated with permitting issues and preliminary engineering (design phase).

1b. Primary customers:
The primary customers of this project are the citizens of Whatcom County, residents of the Birch Bay community, and anyone who benefits from the recreational use of the Birch Bay waterfront beach.

2. Problem to be solved:
As originally budgeted, the project had minimal costs associated with property rights acquisition; however, after the appraisal and review appraisal phase was completed, it was apparent that acquisition costs would be substantially higher. In addition, consultation with local Indian Tribes about construction impacts related to cultural resources, precipitated a Tribal request for additional field testing for archaeological resources. This supplemental budget request will provide the budget authority to continue the acquisition phase and provide additional budget for the archaeological field testing.

3a. Options / Advantages:
No other options are available with no budget authority. This option is the best option because it adds budget authority incrementally as full acquisition costs become known, or as additional permitting or design issues are encountered.

3b. Cost savings:
There are no specific cost savings associated with this request.

4a. Outcomes:
The outcome will be that there is sufficient budget authority to continue with property rights acquisition without delay and initiate additional field testing for archaeological resources associated with permitting.
Supplemental Budget Request

Public Works

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<td>339100</td>
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When all acquisition rights have been secured to accommodate the design, and all associated permits received, then the project will be bid and constructed. Due to the unknowns associated with property rights acquisition and permitting, the best available schedule currently shows completion of both acquisition and permitting by Summer 2017.

4b. Measures:
When all property rights have been acquired to accommodate the project design, and all Tribal issues satisfied on cultural / archaeological resources, then FHWA and WSDOT will certify the property acquisition and permitting phases which allow the project to proceed to the construction phase. Success will be measure by achieving the 'certifications', and when the construction phase is authorized, then Whatcom County can obligate additional federal grant funds related to construction ($1,610,000).

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:
The funding source is Local Road Funds available from the capital 2017 Annual Construction Program.
Birch Bay Drive and Pedestrian Facility
CRP #907001

Construction Funding Year(s): 2017 / 2018 / 2019

Project Narrative:
This project is located parallel to Birch Bay Drive from Cedar Avenue to the mouth of Terrell Creek, in Sections 30 and 31, T40N, R1E, and Sections 24 and 25, T40N, R1W. This is a 1.58 mile separated berm with pathway to encourage pedestrian use along Birch Bay Drive to support safety and to protect the roadway from storm damage. In addition, the project will provide mitigation for both beach erosion and roadway protection. This project is listed #R1 on the 2017-2022 Six-Year Transportation Improvement Program.

Project Status:
Phase I of the Feasibility Study was completed in 2006. Phase 2A (Preliminary Construction Cost Estimate) was completed in 2007, and updated in spring of 2013. Preliminary Engineering began in late 2013, R/W acquisition began in 2016 and construction is planned for 2017 / 2018 / 2019. Additional funding sources will be pursued as they become available.

| Total Estimated Project Cost: | $11,450,000 |
| Expenditures to Date: | $2,450,000 |

| Funding Sources: |
| Federal | $3,172,000 (STP and TAP) |
| State | $0 |
| Local | $8,278,000 |

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

Right-of-Way Acquisition (Estimate)
TBD

County Forces (Estimate)
N/A
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**TITLE OF DOCUMENT:**
Appointment to Wildlife Advisory Committee Citizen Position

**ATTACHMENTS:**
Application

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

**Summary Statement or Legal Notice Language:** (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)
Aplicant: Caanan Cowles - 1 Vacancy, term expires July 31, 2017
The Wildlife Advisory Committee advises 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. Application deadline for this vacancy is 10 a.m. on April 11, 2017.

**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).*
APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Caanan Cowles
Street Address: 3106 Cottonwood Ave
City: Bellingham
Mailing Address (if different from street address):
Day Telephone: 360 778 7962 Evening Telephone: 360 303 6988 Cell Phone: 360 303 6988
E-mail address: caanan.cc@gmail.com

1. Name of board or committee—please see reverse: Wildlife Advisory
2. You must specify which position you are applying for. Please refer to vacancy list. Citizen position
3. Do you meet the residency, employment, and/or affiliation requirements of the position for which you’re applying? (If applicable, please refer to vacancy list.) ( ) yes ( ) no
4. Which Council district do you live in? ( ) One ( ) Two ( ) Three ( ) Four ( ) Five
5. Are you a US citizen? ( ) yes ( ) no
6. Are you registered to vote in Whatcom County? ( ) yes ( ) no
7. Have you ever been a member of this Board/Commission? ( ) yes ( ) no

If yes, dates:

8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County? ( ) yes ( ) no

If yes, please explain: I work for the City of Bellingham

You may attach a résumé or detailed summary of experience, qualifications, & interest in response to the following questions.

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education.

I am a Local Source Control Specialist for the City of Bellingham. Prior to this I was a wildlife biologist for ~15 years, specializing in NW flora and fauna. Currently, I volunteer for North Cascade Audubon teaching & training citizen science programs.

10. Please describe why you’re interested in serving on this board or commission: I feel I could add to an already robust group. I have an in-depth knowledge of the local ecosystem.

References (please include daytime telephone number): Paul Woodcock - 360 966 6579, to replace his spot. John Bouyer 650/7217

Signature of applicant:

THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the above information will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.

10/20/16
March 16, 2017

To the Whatcom County Council

Dear County Council Members:

I must regretfully inform you that, due to complications in my personal life, I am submitting my resignation from the Whatcom County Wildlife Advisory Committee.

It has been an honor to be appointed to the committee. I have been impressed with the knowledge and abilities of the committee members and the thoroughness of the work they are doing. With that in mind, I wish to recommend Caanan Cowles to fill my position on the committee. Mr. Cowles is a wildlife biologist and a North Cascades Audubon Society volunteer. He would be an excellent addition to the committee.

My thanks to the council for this opportunity to serve the citizens of Whatcom County.

Sincerely,

Paul A. Woodcock
Paul A. Woodcock
From: Chris Elder  
Sent: Tuesday, March 21, 2017 1:44 PM  
To: Jill Nixon  
Subject: Wildlife Advisory Committee member change  

Hello Jill ~ I hope County Council is going well today!!

Wildlife Advisory Committee member Paul Woodcock has expressed his interest in resigning from the Wildlife Advisory Committee due to personal issues (see attached letter). He has found a replacement committee member to represent his role from the North Cascades Audubon Society in Caanan Cowles (application attached). Hopefully Council will appreciate Paul’s efforts to secure a replacement for his position on the committee. Let me know if I can support further or answer any additional questions. Thanks, Chris

Chris Elder  
Planner  
Whatcom County PDS  
(360)778-5932
WHATCOM COUNTY COUNCIL AGENDA BILL

CLEARANCES

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TITLE OF DOCUMENT:

Ord amend WCC 20.92.642, Time limits, for appeals to County Council

ATTACHMENTS:

Ordinance and exhibit

SEPA review required? ( ) Yes ( ) 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.)

This ordinance amends WCC 20.92.642 regarding time limits for appeals of Hearing Examiner decisions. It states that the county council shall dismiss an appeal for failure of the appellant to abide by any of the time limits contained in WCC 20.92.600 through 20.92.640, unless an extension has been granted pursuant to WCC 20.92.645.

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.
PROPOSED BY: ______________________
INTRODUCTION DATE: ________________

ORDINANCE NO. ______

AMENDING WHATCOM COUNTY CODE 20.92.642, TIME LIMITS, FOR APPEALS TO COUNTY COUNCIL

WHEREAS, Whatcom County Code Section 20.92, provides a process for appealing decisions rendered by the Whatcom County Hearing Examiner, and;

WHEREAS, amendments to Whatcom County Code 20.92 are necessary to clarify and update rules governing the appeal process.

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that Whatcom County Code Chapter 20.92 is hereby amended as indicated in Exhibit A to this ordinance.

ADOPTED this _____ day of ___________, 2017.

ATTEST: __________________________________________________________________________

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Clerk of the Council

Barry Buchanan, Council Chair

APPROVED AS TO FORM: __________________________________________________________________

Karen Frakes, Civil Deputy Prosecutor

( ) Approved ( ) Denied

Jack Louws, County Executive
EXHIBIT A
(WCC 20.92.642 Amendment)

Whatcom County Code

20.92.600 Appeal to county council.

20.92.610 Applicant appeal.
The applicant, any party of record or any county department may appeal any final decision of the hearing examiner to the county council. The appellant shall file a written notice of appeal at the county council office within 10 business days of the final decision of the hearing examiner. Any parties of record from the hearing examiner’s proceedings who wish to continue to be considered parties of record must register with the county council in writing no later than 10 days after the date of the notification of appeal letter which is sent from the hearing examiner’s office. The notification of appeal letter will be sent from the hearing examiner’s office within three working days of receiving written notification from the county council office that an appeal has been filed. (Ord. 2008-008 Exh. A, 2008; Ord. 2000-043, 2000; Ord. 95-033, 1995).

20.92.620 Fee.
A fee, as established in the Unified Fee Schedule, shall be paid to the county council office upon filing of any appeal. This fee shall not apply to appeals initiated by a county department. (Ord. 2008-008 Exh. A, 2008; Ord. 2000-043, 2000; Ord. 95-033, 1995; Ord. 87-41, 1987).

20.92.630 Transcript.
(1) The appellant shall obtain a copy of the electronic recording of the hearing examiner’s hearing from the hearing examiner’s office. The appellant shall make arrangements for the preparation of the verbatim transcript of the hearing examiner’s hearing by a professional transcriptionist who will include a signed transcriber certification with the verbatim transcript. The appellant shall forward the transcript to the county council office within 30 days of filing the appeal. Upon request of the council office, the hearing examiner’s office shall prepare and transmit to the council office the hearing examiner’s file, together with exhibits.


20.92.640 Written argument.
(1) Within two working days after receipt of the transcript of the hearing conducted by the hearing examiner, the county council office shall send a letter of notification to the appellant that a statement containing the appellant’s basis for appeal and argument is due. The statement and argument, and a proof of service (affidavit of mailing) upon those parties who have registered with the county council, must be filed in writing, along with 10 copies, with the clerk of the county council within 15 calendar days after the postmark date of the letter of notification.

(2) Any argument or response by any registered party of record opposing the appeal must be filed in writing along with 10 copies, within 14 calendar days after the date of filing the appellant’s argument with the council office. (Ord. 2008-008 Exh. A, 2008; Ord. 2000-043, 2000; Ord. 95-033, 1995; Ord. 87-33, 1987).
20.92.642 Time limits.
The county council, on motion of a party, shall dismiss the appeal for failure of the appellant to abide by any of the time limits contained in WCC 20.92.600 through 20.92.640, unless an extension has been granted pursuant to WCC 20.92.645. (Ord. 2008-008 Exh. A, 2008; Ord. 2000-043, 2000).

20.92.645 Time extension.
Extensions of timelines established hereinabove may be granted by the council chair upon demonstration of good cause. Requests for extensions and proof of service (affidavit of mailing) upon those parties who have registered with the county council shall be presented to the clerk of the council in writing prior to the expiration of the pertinent time limit. Any registered party who wishes to object to the requested extension shall file a written objection with the council office no later than two weeks following the council’s receipt of the request. (Ord. 2008-008 Exh. A, 2008; Ord. 2000-043, 2000; Ord. 95-033, 1995).