

CLERK OF THE COUNCIL  
Dana Brown-Davis, C.M.C.

COUNTY COURTHOUSE  
311 Grand Avenue, Suite #105  
Bellingham, WA 98225-4038  
(360) 778-5010



COUNCILMEMBERS  
Rud Browne  
Barry Buchanan  
Tyler Byrd  
Todd Donovan  
Ben Elenbaas  
Carol Frazey  
Kathy Kershner

WHATCOM COUNTY COUNCIL

# COMBINED AGENDA PACKET FOR FEBRUARY 25, 2020

INCLUDES INFORMATION  
FOR THE FOLLOWING MEETINGS:

FINANCE AND ADMINISTRATIVE SERVICE COMMITTEE (11 A.M.)

PUBLIC WORKS AND HEALTH COMMITTEE (1 P.M.)

PLANNING AND DEVELOPMENT COMMITTEE (2:45 P.M. ESTIMATED TIME – MEETING  
MAY BEGIN EARLIER/LATER THAN 2:45 P.M.)

COUNCIL (7 P.M.)

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## UPCOMING MEETINGS AND EVENTS:

MARCH 10, 2020

REGULAR COUNCIL AND COMMITTEE MEETINGS  
COUNCIL CHAMBERS, 311 GRAND AVENUE

MARCH 17, 2020

10:30 A.M. - WATER WORK SESSION  
CIVIC CENTER BUILDING GARDEN ROOM

MARCH 24, 2020

REGULAR COUNCIL AND COMMITTEE MEETINGS  
COUNCIL CHAMBERS, 311 GRAND AVENUE

MARCH 25, 2020

6:30 P.M. - LAKE WHATCOM JOINT COUNCILS AND COMMISSION MEETING  
CITY COUNCIL CHAMBERS, 201 LOTTIE STREET

MARCH 31, 2020

10 A.M. - HEATH BOARD  
COUNCIL CHAMBERS, 311 GRAND AVENUE

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# **COMMITTEE AGENDAS**

## **FINANCE AND ADMINISTRATIVE SERVICES COMMITTEE**

Members: Tyler Byrd, Rud Browne, Kathy Kershner

11 a.m. Tuesday, February 25, 2020

Council Chambers, 311 Grand Avenue

### **Call To Order**

### **Roll Call**

### **County Executive's Report**

### **Special Presentation**

1. AB2020-062 Presentation from CJ Seitz, Director of the Small Business Development Center regarding 2019 accomplishments and the 2020 Strategic Plan  
**Page 1**

### **Committee Discussion and Recommendation to Council**

1. AB2020-076 Ordinance amending the 2020 Whatcom County Budget, request no. 5, in the amount of \$792,558  
**Pages 2 - 14**
2. AB2020-089 Request authorization for the County Executive to enter into a contract between Whatcom County and International Organization of Masters, Mates and Pilots and Inlandboatmen's Union of the Pacific  
**Pages 15 - 42**

### **Other Business**

### **Adjournment**

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## **PUBLIC WORKS AND HEALTH COMMITTEE**

1:00 p.m. Tuesday, February 25, 2020

Council Chambers, 311 Grand Avenue

### **Call To Order**

### **Roll Call**

### **Special Presentation**

1. AB2020-096 Presentation regarding pipeline safety  
**Page 43**
2. AB2020-097 Update on the Lummi Island ferry  
**Page 44**

### **Committee Discussion and Recommendation to Council**

1. AB2020-094 Resolution amending the membership of the Homeless Strategies Workgroup  
**Pages 45 - 47**

### **Other Business**

### **Adjournment**

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**PLANNING AND DEVELOPMENT COMMITTEE**

2:45 p.m. Tuesday, February 25, 2020

(ESTIMATED TIME - MEETING MAY BEGIN EARLIER/LATER THAN 2:45 P.M.)

Council Chambers, 311 Grand Avenue

**Call To Order**

**Roll Call**

**Committee Discussion**

1. AB2020-099 Discussion regarding the Whatcom County Business and Commerce Advisory Committee's recommendations on housing

**Pages 48 - 66**

**Other Business**

**Adjournment**

# **COUNCIL AGENDA**

## **REGULAR COUNCIL MEETING**

7 p.m. Tuesday, February 25, 2020

Council Chambers, 311 Grand Avenue

### **CALL TO ORDER**

### **ROLL CALL**

### **FLAG SALUTE**

### **ANNOUNCEMENTS**

If you will be handing out paperwork to councilmembers, please give one copy to the clerk for our office files. Thank you.

### **MINUTES CONSENT**

1. MIN2020-030 Health Board for February 4, 2020  
**Pages 67 - 73**
2. MIN2020-033 Special Committee of the Whole for February 11, 2020  
**Pages 74 - 78**
3. MIN2020-034 Regular County Council for February 11, 2020  
**Pages 79 - 97**

### **OPEN SESSION (20 MINUTES)**

During open session, audience members can speak to the council on any issue not scheduled for public hearing. Each speaker should state his or her name for the record and optionally include city of residence. Speakers will be given three minutes to address the council. Council staff will keep track of time limits and inform speakers when they have thirty seconds left to conclude their comments.

### **OTHER ITEMS**

#### **(From Council Finance and Administrative Services Committee)**

1. AB2020-089 Request authorization for the County Executive to enter into a contract between Whatcom County and International Organization of Masters, Mates and Pilots and Inlandboatmen's Union of the Pacific  
**Pages 15 - 42**
2. AB2020-076 Ordinance amending the 2020 Whatcom County Budget, request no. 5, in the amount of \$792,558  
**Pages 2 - 14**

#### **(From Council Public Works and Health Committee)**

3. AB2020-094 Resolution amending the membership of the Homeless Strategies Workgroup  
**Pages 45 - 47**

#### **(No Committee Assignment)**

4. AB2020-100 Appointment of one Councilmember to serve on the Stakeholder Advisory Committee (SAC) for the Public Health, Safety, and Justice Facility Needs Assessment  
**Page 98**

**COUNCIL APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES**

1. AB2020-065 Appointment to fill one vacancy on the Business and Commerce Advisory Committee, Higher Education - applicants: Eva Schulte and CJ Seitz\_  
**Pages 99 - 108**
2. AB2020-085 Appointment to fill one Special District vacancy on the Consolidated Drainage Improvement District #31 Board of Supervisors, Supervisor Position 3 - applicant(s): Vernon Dykstra  
**Pages 109 - 111**
3. AB2020-078 Appointments to fill vacancy on the Birch Bay Watershed and Aquatic Resources management Advisory (BBWARM) Committee - Applicant: Jackie Bourgault (Council Acting as the Flood Control Zone District Board of Supervisors)  
**Pages 112 - 119**

**EXECUTIVE APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES**

Per Whatcom County Code 2.03.070(B), the council must confirm or reject executive appointments within 30 days of submission to the council. County code deems the appointee confirmed if council does not take action within this time.

1. AB2020-090 Request confirmation of the Executive's appointments of Diana Phair, Hadrian Starr and Marc Walker to the Whatcom County Housing Advisory Committee  
**Pages 120 - 133**

**INTRODUCTION ITEMS**

**Council action will not be taken. The council may accept these items for introduction (no action) in a single motion. Changes, in terms of committee assignment for example, may be made at this time.**

1. AB2020-092 Ordinance amending Whatcom County Code (WCC) 2.150, Whatcom County Veterans' Advisory Board, and WCC 2.152, Veterans' Assistance Program  
**Pages 134 - 141**
2. AB2020-086 Ordinance granting Cellco Partnership d/b/a Verizon Wireless, a non-exclusive franchise for the provision of wireless telecommunications services  
**Pages 142 - 167**

**COMMITTEE REPORTS, OTHER ITEMS, AND COUNCIL MEMBER UPDATES**

**ADJOURN**



# Whatcom County

COUNTY COURTHOUSE  
311 Grand Avenue, Ste #105  
Bellingham, WA 98225-4038  
(360) 778-5010

## Agenda Bill Master Report

File Number: AB2020-062

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<b>File ID:</b>	AB2020-062	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	01/24/2020	<b>Entered by:</b>	THelms@co.whatcom.wa.us		
<b>Department:</b>	County Executive's Office	<b>File Type:</b>	Presentation		
<b>Assigned to:</b>	Council Finance and Administrative Services Committee			<b>Final Action:</b>	
<b>Agenda Date:</b>	02/25/2020	<b>Enactment #:</b>			

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Primary Contact Email: [thelms@co.whatcom.wa.us](mailto:thelms@co.whatcom.wa.us)

**TITLE FOR AGENDA ITEM:**

Presentation from CJ Seitz, Director of the Small Business Development Center regarding 2019 accomplishments and the 2020 Strategic Plan

**SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:**

No attachment

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**HISTORY OF LEGISLATIVE FILE**

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<b>Date:</b>	<b>Acting Body:</b>	<b>Action:</b>	<b>Sent To:</b>
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**Attachments:**



# Whatcom County

COUNTY COURTHOUSE  
311 Grand Avenue, Ste #105  
Bellingham, WA 98225-4038  
(360) 778-5010

## Agenda Bill Master Report

File Number: AB2020-076

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<b>File ID:</b>	AB2020-076	<b>Version:</b>	1	<b>Status:</b>	Introduced
<b>File Created:</b>	01/29/2020	<b>Entered by:</b>	MCaldwel@co.whatcom.wa.us		
<b>Department:</b>	Finance Division	<b>File Type:</b>	Ordinance		
<b>Assigned to:</b>	Council Finance and Administrative Services Committee			<b>Final Action:</b>	
<b>Agenda Date:</b>	02/25/2020			<b>Enactment #:</b>	

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Primary Contact Email: mcaldwel@co.whatcom.wa.us

### TITLE FOR AGENDA ITEM:

Ordinance amending the 2020 Whatcom County Budget, request no. 5, in the amount of \$792,558

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Supplemental #5 requests funding from the General Fund:

1. To appropriate \$30,000 in Parks to fund main office power pole replacement.
2. To appropriate \$314,600 in Planning & Development to fund Buildable Lands Program from grant proceeds.
3. To appropriate \$13,391 in Sheriff to fund ballistic vests from grant proceeds.

From the Lake Whatcom Stormwater Utility Fund:

4. To appropriate \$359,567 to fund the 2020 Lake Whatcom Stormwater Utility budget.

From the Solid Waste Fund:

5. To re-appropriate \$75,000 to fund the Point Roberts Transfer Station office trailer.

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### HISTORY OF LEGISLATIVE FILE

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Date:	Acting Body:	Action:	Sent To:
02/11/2020	Council	INTRODUCED	Council Finance and Administrative Services Committee

**Attachments:** Proposed Ordinance, Budget Supplemental Request



**ORDINANCE NO.  
AMENDMENT NO. 5 OF THE 2020 BUDGET**

**WHEREAS**, the 2019-2020 budget was adopted November 20, 2018; and,  
**WHEREAS**, changing circumstances require modifications to the approved 2019-2020 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 2019-2020  
Whatcom County Budget Ordinance #2018-064 is hereby amended by adding the following additional  
amounts to the 2020 budget included therein:

Fund	Expenditures	Revenues	Net Effect
General Fund			
Parks	30,000	-	30,000
Planning & Development Services	314,600	(395,100)	(80,500)
Sheriff	13,391	(13,391)	-
Total General Fund	357,991	(408,491)	(50,500)
Lake Whatcom Stormwater Utility Fund Stormwater	359,567	(359,567)	-
Solid Waste Fund - Health	75,000	-	75,000
Total Supplemental	792,558	(768,058)	24,500

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2020.

ATTEST:

WHATCOM COUNTY COUNCIL  
WHATCOM COUNTY, WASHINGTON

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

\_\_\_\_\_  
Barry Buchanan, Chair of Council

APPROVED AS TO FORM:

( ) Approved      ( ) Denied

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

\_\_\_\_\_  
Satpal Sidhu, County Executive

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

<b>WHATCOM COUNTY</b>				
<b>Summary of the 2020 Supplemental Budget Ordinance No. 5</b>				
Department/Fund	Description	Increased (Decreased) Expenditure	(Increased) Decreased Revenue	Net Effect to Fund Balance (Increase) Decrease
<b>General Fund</b>				
Parks	To fund main office power pole replacement	30,000	-	30,000
Planning & Development Services	To fund Buildable Lands program from grant proceeds.	314,600	(395,100)	(80,500)
Sheriff	To fund ballistic vests from grant proceeds.	<u>13,391</u>	<u>(13,391)</u>	<u>-</u>
<b>Total General Fund</b>		<b>357,991</b>	<b>(408,491)</b>	<b>(50,500)</b>
<b>Lake Whatcom Stormwater Utility Fund Stormwater</b>	To fund Lake Whatcom Stormwater Utility 2020 Budget.	<b>359,567</b>	<b>(359,567)</b>	<b>-</b>
<b>Solid Waste Fund - Health</b>	To re-appropriate funding for Point Roberts transfer station trailer	<u>75,000</u>	<u>-</u>	<u>75,000</u>
<b>Total Supplemental</b>		<b><u>792,558</u></b>	<b><u>(768,058)</u></b>	<b><u>24,500</u></b>

# Supplemental Budget Request

Status: Pending

## Parks & Recreation

Suppl ID # 3022

Fund 1

Cost Center 6000

Originator: Christ Thomsen

Year 2 2020

Add'l FTE

Priority 1

Name of Request: Parks Main Office Power Pole Replacement

X

Department Head Signature (Required on Hard Copy Submission)

1-27-20

Date

Costs:	Object	Object Description	Amount Requested
	7060	Repairs & Maintenance	\$30,000
	<b>Request Total</b>		<b>\$30,000</b>

### 1a. Description of request:

This request for the emergency replacement of the County owned power pole that provides for electrical service to the Whatcom County Parks & Recreation Administrative Complex at 3373 Mount Baker Highway, Bellingham. The complex houses the Department's Main Office, Maintenance Shop, and other buildings.

### 1b. Primary customers:

Employees and customers of the Department, along with employees of the Washington State Department of Natural Resources who is a tenant of a leased property within the administrative complex.

### 2. Problem to be solved:

The existing power pole has weakened by age, pest infestation, and rot to the point of imminent failure. At the time of failure, the Parks Department will lose electrical service to its administrative complex which includes administrative offices, the Department's maintenance shop, and other buildings within the administrative complex. This complex houses all of the Department's administrative services, maintenance technicians, and management staff. Loss of electrical service would disrupt administrative and maintenance services for the Department. Such a disruption would effect the Department's ability to assist customers with basis services including facility and camping reservations and providing general information; its ability to process accounts payable and receivable, payroll, and other administrative services. Loss of electrical service would also effect Washington State Department of Natural Resources (DNR) staff assigned to their Deming Workcenter; the DNR leases, from the county, facilities located within the administrative complex.

### 3a. Options / Advantages:

Three alternatives were considered:

1) In-kind replacement: Removal and replacement of the existing power pole, the overhead power line which connects to Puget Sound Energy's transmission line, the overhead power line which connects the administrative building to the power pole, the meter box, and other components. The meter box and other circuitry would be relocated and mounted to the Shop building. This option maintains service in-kind and is the preferred option.

2) Removal and replacement of the existing power pole. Relocation of the overhead power line that connects to Puget Sound Energy's transmission line from an areal connection to underground, replacement of the areal power line which connects the administrative building to the power pole, the meter box, and other components. This option was strongly considered but rejected because of Puget Sound Energy's desire to maintain the overhead connection to their service line, the additional cost of undergrounding the service line, and the limited benefits gained from in comparison to the additional costs.

Monday, January 27, 2020

Rpt: Rpt Suppl Regular

# Supplemental Budget Request

Status: Pending

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## Parks & Recreation

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Suppl ID # 3022

Fund 1

Cost Center 6000

Originator: Christ Thomsen

3) Do nothing until the pole fails and power is lost. This is a reactive position that puts continuity of operations of the Department at risk and has the potential to cause increased costs at time of repair.

**3b. Cost savings:**

this is not a cost savings project.

**4a. Outcomes:**

Power pole is replaced without disruption to electrical service to the Administrative Complex.

**4b. Measures:**

Electrical service is maintained throughout the duration of the project. The power pole, service lines, and components are replaced.

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

None

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

None

**6. Funding Source:**

General Fund

## Supplemental Budget Request

**Planning & Development Services                      Planning**

Suppl ID # 3024    Fund 1    Cost Center 2528    Originator: Matt Aamot  
 Year 2 2020    Add'l FTE     Priority 1

**Name of Request: Review & Eval.(Buildable Lands) Program Funding**

**X**  1-27-2020  
**Department Head Signature (Required on Hard Copy Submission)                      Date**

Costs:	Object	Object Description	Amount Requested
	4334.0421	Commerce Grant	(\$395,100)
	6630	Professional Services	\$105,500
	7210	Intergov Prof Svcs	\$209,100
	<b>Request Total</b>		<b>(\$80,500)</b>

**1a. Description of request:**

The Washington State Legislature approved a bill in the 2017 legislative session that imposes new land use planning requirements on Whatcom County and the cities. The County and cities are now required to review past development patterns and compare them to the planned growth envisioned in the Comprehensive Plan. If the actual growth deviates from planned growth, then local jurisdictions will need to take reasonable measures to address the situation. This process includes developing a public participation approach, County/City coordination, countywide planning policies, data collection and analysis, developing a methodology to conduct the buildable lands evaluation, developing preliminary draft housing element revisions in the Comprehensive Plan (if necessary), and issuing a "Review and Evaluation Program" report by June 30, 2021.

**1b. Primary customers:**

The public and partner cities.

**2. Problem to be solved:**

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

**3a. Options / Advantages:**

The State has allocated:

--\$225,000 to Whatcom County for state fiscal year 2020 (July 1, 2019 – June 30, 2020); and

--\$225,000 to Whatcom County for state fiscal year 2021 (July 1, 2020 – June 30, 2021);

These funds will be used for reimbursing County staff time and other expenses, reimbursing city expenses, and consultant work on the buildable lands program. The other option would be for the County (and cities) to fund the work without assistance of the State.

**3b. Cost savings:**

The State allocated a total of \$450,000 to Whatcom County. Accepting these state funds will save the County and cities from spending local funds to comply with this new state mandate.

**4a. Outcomes:**

Task # 1 - Public Participation- Develop and implement public participation approach for the Review and Evaluation Program.

Task # 2 - City/County Coordination - County/City collaboration to develop a unified Review and

## Supplemental Budget Request

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### Planning & Development Services

### Planning

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Suppl ID # 3024

Fund 1

Cost Center 2528

Originator: Matt Aamot

Evaluation Program approach.

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

Task # 4 - Data Collection and Analysis - Collect annual data to the extent necessary to assess achieved development densities and land suitable for development and conduct preliminary analysis of data.

Task # 5 - Methodology - Develop Whatcom County Review and Evaluation (Buildable Lands) Program Methodology.

Task # 6 - Review and Evaluation Program Report - Issue Review and Evaluation Program Report required by RCW 36.70A.215 by June 30, 2021.

Task # 7 - Preliminary draft housing element revisions.

Task # 8 - On-Going Implementation - Develop procedures and estimate resources needed for on-going implementation of the Review and Evaluation Program.

Task # 9 - Project management

All tasks will be completed by June 30, 2021.

**4b. Measures:**

Work products including public participation approach, interlocal agreement(s), countywide planning policies, development and regulatory data collected in spreadsheets, methodology, Review and Evaluation Program Report, preliminary draft housing element amendments, and user manual for the program.

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

The County's Information Technology Department will provide permit data reports.

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

Ben Glassett – Producing permit reports.

**6. Funding Source:**

The State Department of Commerce (state grant).

# Supplemental Budget Request

Status: Pending

**Sheriff**

**Administration**

Suppl ID # 3020

Fund 1

Cost Center 1003519006

Originator: Jacque Korn

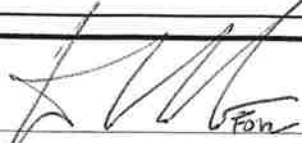
Year 1 2019

Add'l FTE

Priority 1

Name of Request: SO Grant COB 2019 JAG - Ballistic Vests

X



01-24-20

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	4333.1673	Byrne JAG Grant	(\$13,391)
	6320.001	Office & Op Supplies	\$13,391
	<b>Request Total</b>		<b>\$0</b>

**1a. Description of request:**

The Sheriff's Office received 2019 Byrne Justice Assistance Grant (JAG) Program funds through the City of Bellingham to purchase ballistic vests (W.C. #201908024). The vests are National Institute of Justice certified and meet the current 0.06 level IIIA standards of protection.

The Sheriff's Office is required to provide ballistic protective equipment to uniformed personnel who are subject to occupational hazards that include gunfire/ballistic threats and currently issues ballistic resistant vests and helmets to all deputy sheriffs. The vests need to be replaced as they are outside the recommended manufacturer's warranty.

**1b. Primary customers:**

Whatcom County Sheriff's Office deputies.

**2. Problem to be solved:**

Budget authority is needed to use grant funds to purchase ballistic vests in 2020.

**3a. Options / Advantages:**

The Sheriff's Office will use grant funds rather than local funds to purchase ballistic protective equipment.

**3b. Cost savings:**

\$13,391

**4a. Outcomes:**

The Sheriff's Office objective is to utilize allocated funds to purchase and replace current ballistic vests for deputies whose vests are outside the recommended manufacturer's warranty.

**4b. Measures:**

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

The City of Bellingham will administer the grant and provide \$13,391 to the Whatcom County Sheriff's Office to purchase ballistic vests per the grant agreement.

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

**6. Funding Source:**

The funds originate from U.S. Department of Justice Edward Byrne Memorial JAG Program Fiscal Year 2019, CFDA No. 16.738.

# Supplemental Budget Request

Status: Pending

**Public Works**

**Stormwater**

Suppl ID # 3008

Fund 132

Cost Center 132100

Originator: Kraig Olason

Year 2 2020

Add'l FTE

Priority 1

**Name of Request: Lake Whatcom Stormwater Utility**

**X**

**Department Head Signature (Required on Hard Copy Submission)**

1/27/20  
Date

Costs:	Object	Object Description	Amount Requested
	4311.1000	Current Year Collections	(\$359,567)
	6320	Office & Op Supplies	\$7,000
	6329	Office & Op Supplies-Int	\$200
	6330	Printing	\$5,000
	6340	Books-Publications-Supsc	\$200
	6520	Software	\$750
	6630	Professional Services	\$40,000
	6699	Other Services-Interfund	\$94,201
	6710	Postage/Shipping/Freight	\$5,500
	6719	Postage-Interfund	\$100
	6780	Travel-Educ/Training	\$1,000
	6790	Travel-Other	\$1,500
	6810	Advertising	\$1,000
	6860	Equipment Rental	\$200
	6870	Space Rental	\$2,000
	6949	Insurance Prem-Interfund	\$641
	7069	Repairs & Maint-Interfun	\$180,300
	7110	Registration/Tuition	\$2,000
	7140	Meeting Refreshments	\$550
	7159	Administrative Cost Allo	\$13,425
	7190	Other Miscellaneous	\$4,000
	<b>Request Total</b>		<b>\$0</b>

**1a. Description of request:**

This request seeks to establish the initial budget for the newly formed Lake Whatcom Stormwater Utility. The Lake Whatcom Stormwater Utility Service Area was established by Whatcom County Council in December of 2017 followed by the adoption of the funding ordinance in July of 2019. Fee collection begins in 2020. Year one of the Stormwater Utility will be funded at 50% with full fee charges initiating in 2021.

The Stormwater Utility fees are intended to supplement the existing Lake Whatcom Management Program and to fund some of the new costs associated with recent TMDL and NPDES permit requirements. The main areas of contribution from the stormwater utility to the Lake Whatcom Management Program include:

- +Maintenance of existing capital projects (county-owned engineered stormwater treatment systems)



# Supplemental Budget Request

Status: Pending

## Public Works

## Stormwater

Suppl ID # 3008

Fund 132

Cost Center 132101

Originator: Kraig Olason

- + Additional funding for new capital projects to offset declining grant funding
- + Additional funding for stormwater improvements on existing residential properties (Lake Whatcom Homeowner Incentive Program and other residential retrofits)
- + Increased outreach to watershed residents to promote watershed stewardship behaviors that benefit water quality

### 1b. Primary customers:

Customers of the service include residents of the Lake Whatcom Watershed, who will receive outreach/education services, be provided technical assistance for homeowner organizations and individuals through the Homeowner Incentive Program, and receive the benefits of improved water quality along with all of the other lake users and domestic water users of Lake Whatcom (estimated to be over 100,000 people).

### 2. Problem to be solved:

Lake Whatcom is the primary drinking water source for over 100,000 people in Whatcom County. Lake Whatcom is also subject to a TMDL which requires Whatcom County to develop measures and programs to reduce phosphorus and fecal coliform from entering the lake. In addition, a portion of the lake is also within the NPDES permit area.

The federal Clean Water Act requires states to identify and clean up polluted water bodies. To comply with this law, the Washington State Department of Ecology (Ecology) monitors surface water quality throughout the state. In 1998, Ecology determined that dissolved oxygen (DO) levels in Lake Whatcom were too low, a threat to aquatic life, and some tributaries had too much fecal coliform bacteria, indicating a risk to human health. This triggered a Total Maximum Daily Load (TMDL) study of the Lake Whatcom watershed. Findings from the TMDL study found excess phosphorus to be the main cause of Lake Whatcom's low oxygen problem.

The TMDL was finalized and approved by the U.S. Environmental Protection Agency (EPA) in 2016. Now that the TMDL is finalized, the City of Bellingham and Whatcom County are required to meet the phosphorus and fecal coliform bacteria reductions called for in the TMDL through their Ecology-issued Western Washington Phase II Municipal Stormwater Permits (NPDES permits).

### 3a. Options / Advantages:

The county council evaluated funding alternatives and established a stormwater utility ordinance.

### 3b. Cost savings:

Fee revenues generated from residents living in the Lake Whatcom watershed will reduce pressure on existing general government and Flood Control Zone District taxes to fund the increasing cost of compliance with state and federal requirements.

### 4a. Outcomes:

The short term outcomes will include annual capital construction of waterquality treatment facilities and their maintenance, outreach materials, public meetings, water quality monitoring and an update of the Lake Whatcom phosphorus loading model.

### 4b. Measures:

Performance measures will be established around NPDES/TMDL compliance, asset management, and implementation of the Lake Whatcom Management Program 5-year plans.

### 5a. Other Departments/Agencies:

This budget will supplement the current Lake Whatcom Management Program as identified in the TMDL/NPDES permit and Lake Whatcom Five-Year Work Plan. Agencies involved include the City of Bellingham, Whatcom County and Lake Whatcom Water and Sewer District. All three agencies are currently involved in the implementation of the various components of the Five-Year Work Plan. The funding from this budget will assist with funding the county's portion of the Five-Year Work Plan. The Five-Year Work Plan is updated every five years and constitutes the ongoing work elements identified as components of the Lake Whatcom Management Program.

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

Monday, January 27, 2020

Rpt: Rpt Suppl Regular

# Supplemental Budget Request

Status: Pending

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**Public Works**

**Stormwater**

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Suppl ID # 3008

Fund 132

Cost Center 132101

Originator: Kraig Olason

Public Works Stormwater Division - Kraig Olason and Public Works Natural Resources Division - Gary Stoyka are primarily responsible for the implementation of the Lake Whatcom Stormwater Utility programs.

**6. Funding Source:**

Lake Whatcom Stormwater Utility - Fund 132

# Supplemental Budget Request

Status: Pending

**Health**

**Solid Waste**

Suppl ID # 3023

Fund 140

Cost Center 140100

Originator: Kathleen Roy

Year 2 2020

Add'l FTE

Priority 1

**Name of Request: Solid Waste Facilities Improvements**

<b>X</b>	<i>Regina A. Dela Cruz</i>	1/27/2020
<b>Department Head Signature (Required on Hard Copy Submission)</b>		<b>Date</b>

Costs:	Object	Object Description	Amount Requested
	7350	Buildings & Structures	\$75,000
	<b>Request Total</b>		<b>\$75,000</b>

**1a. Description of request:**

We are requesting 2020 expenditure authority to purchase a replacement trailer at Point Roberts. The purchase was approved by Council in 2019, but due to time constraints was not completed. This expenditure authority covers purchase and installation of a replacement trailer at the County-owned Point Roberts solid waste transfer station.

**1b. Primary customers:**

Residents of Whatcom County.

**2. Problem to be solved:**

Outdated facility requires improvements for safety and efficiency.

**3a. Options / Advantages:**

Improvements to County owned solid waste handling facilities will make them safer and result in more effective use by the county residents.

**3b. Cost savings:**

The current County-owned 1961 Point Roberts transfer station mobile office trailer, used by both the public and by the lessee, as leased property, as per leasehold agreement, is unpermitted, dilapidated, unsafe, fully depreciated and contains asbestos. A cost savings exceeding \$75,000 will be realized through the elimination of risk of potential liability and litigation resulting from personal injury to either public users of the facility, or the lessee, due to negligence of the county to maintain the leased property, as per leasehold agreement.

**4a. Outcomes:**

County owned solid waste handling facilities will be safer and more effectively utilized by the county residents.

**4b. Measures:**

Improvements completed.

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

No

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

n/a

**6. Funding Source:**

Solid waste excise tax.



# Whatcom County

COUNTY COURTHOUSE  
311 Grand Avenue, Ste #105  
Bellingham, WA 98225-4038  
(360) 778-5010

## Agenda Bill Master Report

File Number: AB2020-089

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<b>File ID:</b>	AB2020-089	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	02/13/2020	<b>Entered by:</b>	NKallunk@co.whatcom.wa.us		
<b>Department:</b>	Human Resources Division	<b>File Type:</b>	Contract		
<b>Assigned to:</b>	Council Finance and Administrative Services Committee			<b>Final Action:</b>	
<b>Agenda Date:</b>	02/25/2020			<b>Enactment #:</b>	

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Primary Contact Email: nkallunk@co.whatcom.wa.us

### TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract between Whatcom County and International Organization of Masters, Mates and Pilots and Inlandboatmen's Union of the Pacific

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Please refer to Staff Memo for background and more information

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### HISTORY OF LEGISLATIVE FILE

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Date:	Acting Body:	Action:	Sent To:
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**Attachments:** Staff Memo, Bargaining Agreement

**WHATCOM COUNTY  
ADMINISTRATIVE SERVICES**



**HUMAN RESOURCES**

County Courthouse  
311 Grand Avenue, Suite #107  
Bellingham, WA 98225-4038  
(360) 676-6802  
hr@co.whatcom.wa.us

**Karen Sterling Goens**  
Manager

**TO:** Councilmembers Rud Browne, Barry Buchanan, Tyler Byrd, Todd Donovan, Ben Elenbaas, Carol Frazey, and Kathy Kershner

**CC:** Satpal Sidhu, County Executive

**FROM:** Nan Kallunki, HR Associate Manager

**DATE:** February 13, 2020

**SUBJECT:** International Organization of Masters, Mates and Pilots and the Inlandboatmen’s Union of the Pacific Collective Bargaining Agreement Effective January 1, 2020 through December 31, 2022

The International Organization of Masters, Mates and Pilots (MMP) and the Inlandboatmen’s Union of the Pacific (IBU) jointly represent employees who operate the Whatcom Chief ferry. The MMP positions include the Senior Master, Master/Engineer, and Master; the IBU positions include the Purser/Deckhand and Deckhand.

The Union and the County management bargaining teams met December 3-4, 2019 and January 22-23, 2020 to negotiate a successor agreement to the one that expired December 31, 2019. The County bargaining team consisted of myself, attorney Kimberly Geariety, Randy Rydel, Public Works Financial Services Manager, and Bea Acland, HR Representative. The parties reached agreement on January 23, 2020; the unions ratified on February 3, 2020.

The County negotiating team is pleased to have settled within authority consistent with the wage and medical benefit package offered for other non-interest arbitration bargaining unit employees. Below is a summary of key changes included in the new agreement:

Contract Term	Agreement
DURATION	January 1, 2020 through December 31, 2022
COMPENSATION	January 2020 +2.0% July 2020 +1.0% January 2021 +2.5% January 2022 +1.25%
HEALTH AND WELFARE	Plan year 2020-2021, full family medical coverage provided by the County’s self-insured medical plan. County contribution of \$1,362 per month in 2020 and \$1,397 per month in 2021.  There will be a limited contract reopener to negotiate 2022 medical plan and premium contribution.

Contract Term	Agreement
HOURS OF WORK AND OVERTIME	<p>Clarified overtime threshold for on-call employees. Standardized overtime rate to be paid in increments of 15 minutes.</p> <p>New provision defines compensation for employees called back to work after operating hours.</p>
UNION SECURITY	Deleted requirement that union membership is condition of employment, modified timing for dues, added requirement for County to notify union of new bargaining unit employees.
SCOPE	Add provision for hiring seasonal temporary employees.
STATE PAID FAMILY AND MEDICAL LEAVE	Premiums for new State paid Family and Medical Leave shared between County and employees pursuant to rates established by statute.
MAINTENANCE AND CURE	<p>Daily compensation now tied to 36% percentage of employee wage rather than flat amount of \$90.</p> <p><i>[Note: Maintenance and cure is a wage substitute for injured seamen for medical care and a daily living allowance similar to workers compensation.]</i></p>
SICK LEAVE	Multiple changes to comply with new Washington Paid Sick Leave law.
HOLIDAY PAY	Eliminates confusion about how regular, regular relief, and on-call employees are paid for working on a holiday.
NUMBER OF MEMBERS	MMP = 3; IBU = 9

**WHATCOM COUNTY CONTRACT  
INFORMATION SHEET**

Whatcom County Contract No. \_\_\_\_\_

Originating Department: Human Resources	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 Whatcom County and International Organization of Masters, Mates and Pilots and Inlandboatmen's Union of the Pacific

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

Does contract require Council Approval?    Yes     No     If No, include WCC: \_\_\_\_\_  
 (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?    Contract \_\_\_\_\_  
 Yes     No     If yes, RFP and Bid number(s): \_\_\_\_\_    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 for Commercial off the shelf items (COTS).  
 Contract work is for less than 120 days.     Work related subcontract less than \$25,000.  
 Interlocal Agreement (between Governments).     Public Works - Local Agency/Federally Funded FHWA.

Contract Amount:(sum of original contract amount and any prior amendments): \$ _____	Council approval required for; all property leases, contracts or bid awards <b>exceeding \$40,000</b> , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, <b>except when</b> : 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.
This Amendment Amount: \$ _____	
Total Amended Amount: \$ _____	

Summary of Scope:  
 Collective Bargaining Agreement between Whatcom County and the International Organization of Masters, Mates, and Pilots, Pacific Maritime Region, and Inlandboarmen's Union of the Pacific

Term of Contract:    Three Years    Expiration Date:    December 31, 2022

Contract Routing:

1. Prepared by: <u>Nan Kallunki</u>	Date: <u>2/13/20</u>
2. Attorney signoff: <u>[Signature]</u>	Date: <u>2/13/20</u>
3. AS Finance reviewed: _____	Date: _____
4. IT reviewed (if IT related): <u>N/A</u>	Date: _____
5. Contractor signed: _____	Date: _____
6. Submitted to Exec.: _____	Date: _____
7. Council approved (if necessary): _____	Date: _____
8. Executive signed: _____	Date: _____
9. Original to Council: _____	Date: _____

# **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, 2020 – December 31, 2022**



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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.** All employees covered under the terms of this Agreement may voluntarily join the labor organization that represents their position (the UNION) as a member and receive all rights, privileges and benefits of UNION membership. The EMPLOYER will neither encourage nor discourage employees from exercising their right to

join the UNION or otherwise participate in UNION activities.

**5.02 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. The payroll deduction shall begin upon hire or the pay period following receipt of the authorization form. Accompanying said monies shall be a list of employees and amounts to be credited to their account. The EMPLOYER shall forward any employee request to stop their payroll deduction to the UNIONS upon receipt.

**5.03 Hold Harmless.** 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.

**5.04 New Bargaining Unit Members.** The EMPLOYER will provide UNION representatives reasonable access to meet with new employees during work time for up to thirty (30) minutes within ninety (90) days of hire for the purpose of presenting UNION membership information.

#### **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, 14.06, 14.07(a), 19.03(b)(4), 19.03(b)(5), 20, 22.01, and 23.01(a).

**7.05 Seasonal Temporary Employees.** Beginning the Thursday before Memorial Day, until the ferry leaves for drydock, temporary seasonal employees may be employed during peak travel hours to assist with the increased workload. Seasonal temporary employees shall not replace any employee covered by this agreement and are not recognized by this collective bargaining agreement with the exception of Rule 20. Seasonal temporary employees may be offered successive seasons and may be given hiring preference in the event of applying for an on-call position.

## **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, including On-Call employees, 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, including On-Call 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 shall 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 Steward Training.** Uncompensated time off for Union activity may be requested. Such time off will be allowed so long as it does not unnecessarily disrupt the operation of the EMPLOYER and is subject to the approval of the Supervisor.

**11.04 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 the first full pay period of January, 2020.

Pay changes effective following first full pay period.	Hourly Rate				
	January 2020 +2.0%	First full pay period after date of adoption	July 2020 +1.0%	January 2021 +2.5%	January 2022 +1.25%
<b>MASTERS, MATES AND PILOTS (MMP)</b>					
Senior Master	\$38.01	\$38.51	\$38.90	\$39.87	\$40.37
Master or Master/Engineer	\$34.89	\$35.39	\$35.75	\$36.64	\$37.10
<b>INLANDBOATMAN (IBU)</b>	Jan 2020 +2%		July 2020 +1%	Jan 2021 +2.5%	Jan 2022 +1.25%
Purser/Deckhand	\$30.87		\$31.18	\$31.96	\$32.36
Deckhand	\$26.38		\$26.64	\$27.31	\$27.65
Regular Relief Employees					
Six months and 1,080 hours worked	\$19.72		\$19.92	\$20.42	\$20.67
Second six months and an additional 1,080 hours worked	\$22.11		\$22.33	\$22.89	\$23.18
Thereafter	\$26.38		\$26.64	\$27.31	\$27.65
<b>On-Call Employees</b>					
Six months and 1,080 hours worked	\$17.84		\$18.02	\$18.47	\$18.70
Second six months and an additional 1,080 hours worked	\$20.08		\$20.28	\$20.79	\$21.05
Thereafter	\$22.11		\$22.33	\$22.89	\$23.18

**13.01(a) Clothing Allowance.** The above rates include clothing allowances for clothing required in Rule 21. (Applies to On-Call employees per Rule 7.04.)

**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 7.03 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. Overtime is paid in increments of one quarter (1/4) hour.

**13.04 Longevity Pay.** Beginning with the employee's seventh (7<sup>th</sup>) year of

employment as a Deckhand, the employee shall receive in addition to the regular rate of pay the sum of thirty-five dollars (\$35.00) per month. Thereafter, beginning the first pay period following employees' anniversary date as a Deckhand, 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. Those employees currently receiving longevity based on promotion to Regular Relief are grandfathered and will continue to receive longevity pay on that basis.

**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. (Applies to On-Call employees per Rule 7.04.)

**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 by Regular or Regular Relief employees in

excess of ten (10) hours in any twenty-four (24) hour period shall be paid for at the overtime rate. All work performed by On-Call employees in excess of 40 hours in a workweek shall be paid at the overtime rate. All overtime will be paid in increments of one quarter (1/4) hour.

**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 (1/2) 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. (Does not apply to Regular Relief employees per Rule 7.03).

**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 During Operating Hours.** All Employees, including On-Call 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 quarter (1/4) hour thereafter.

**14.06 Call Back After Operating Hours.** All employees, including On-Call employees, called back after the vessel is secured and shut down shall receive a minimum of three (3) hours overtime (the equivalent of 4.5 hours at straight time rate) and in periods of one quarter (1/4) hour thereafter. If a second call back occurs within the first three hours of the first call back, it is considered one call back.

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

**14.08 Call Back on Days Off.** Regular 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 quarter (1/4) hour thereafter.

**14.08(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. Employees are not paid for

travel time between their residence and the location of the meeting or training.

**14.09 Split Shifts.** There shall be no split shifts.

**14.10 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.

**14.11 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 ensure 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:

<u>Months of Service</u>	<u>Monthly Accrual</u>
0 - 12	3.75 hours
13 - 48	7.50 hours
49 - 108	13.50 hours
109 - 132	15.75 hours
133 - 156	16.50 hours
157 - 168	17.25 hours
169+	18.75 hours

**15.02 Accrual Dates.** Each employee's anniversary date shall be twelve (12) months after entering the service of the EMPLOYER as a Regular Relief employee or higher.

**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 2020, the EMPLOYER agrees to contribute up to \$1,330.00 per month for each eligible employee to provide the medical benefits listed in Rule 16.02. For plan year 2021, the EMPLOYER agrees to contribute up to \$1,397.00 per month for each eligible employee to provide the 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.

The EMPLOYER and UNIONS agree to a limited reopener for the purpose of negotiating the EMPLOYER contribution for the 2022 self-insured medical plan, and/or negotiating a different medical plan and premium contribution should the current medical plan cease in its existing form.

**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 Rule 16.06(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, and 16.03 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.

**NEW 16.10 State Paid Family and Medical Leave Program.** Beginning January 1, 2020, eligible employees are covered by the Washington State Paid Family and Medical Leave Program administered by Employment Security under RCW 50A.05.

Eligibility for state paid leave benefits are independent of this Agreement and premiums are shared between the EMPLOYER and employee pursuant to the premium rates established by RCW 50A.10.030.

**RULE 17 - SICK LEAVE:**

**17.01 Eligibility Criteria & Accrual Rate.** Sick leave shall accrue to each employee covered by this Agreement who is compensated at least one hundred and twenty (120) 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. In no instance shall sick leave accrue at a rate of less than one (1) hour for every forty (40) hours worked. (RCW 49.46.210)

**17.01(a) New Hire Waiting Period.** For new hires, sick leave accruals may be used after completing ninety (90) days of employment.

**17.02 Verification.** For absences exceeding three (3) consecutive work days, the EMPLOYER may request the employee to provide verification that the use of paid sick leave is for an authorized purpose. (RCW 49.46.210) The EMPLOYEE shall provide verification no later than ten (10) work days following the date the request was made. Verification for domestic violence leave will be pursuant to applicable state law. (WAC 296-135-070)

**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 additional days off 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 and Regular Relief employees 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.** Holiday premiums are in addition to Rule 19.03(a) above. When an employee's shift begins on a designated holiday:

(1) Employee shall be paid time and one-half (1.5) for all hours worked up to nine (9) hours on Thanksgiving, the day after Thanksgiving, the day before Christmas, and Christmas.

(2) Employees shall be paid at the straight time rate of pay for all other holidays worked.

(3) The tenth (10<sup>th</sup>) hour worked on a holiday will be paid at three (3) times the regular rate for the assigned position.

(4) Any hours worked in excess of ten (10) hours on a holiday will be paid at time and one-half (1.5) for the assigned position, including On-Call employees.

(5) When an On-Call employee works on a holiday, he/she will receive holiday pay as described in 19.03(a) and the premium pay as outlined in 19.03(b).

**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 36% of regular wages per day. For payments made, 18% shall be deemed maintenance and 18% 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 twelve (12) month time period for employees represented by IBU and a thirty-six (36) month time period for employees represented by MMP. 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. (Applies to On-Call employees per Rule 7.04.)

**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. Rule 23.01(a) does not apply for employees receiving free ferry passage under this Rule.

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, 2022, 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 UNIONS 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 UNIONS an opportunity to bargain regarding the difference between the settlements upon 30 days request to bargain by the UNIONS.

**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, 2023 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 \_\_\_\_\_ day of February, 2020.

INLANDBOATMEN'S UNION  
OF THE PACIFIC

WHATCOM COUNTY, WASHINGTON

By:   
Peter Hart, Regional Director


By: \_\_\_\_\_  
Satpal Sidhu  
Whatcom County Executive

INTERNATIONAL ORGANIZATION  
OF MASTERS, MATES & PILOTS  
Pacific Maritime Region

By:   
Captain Don Marcus, President

By:   
Captain Tim Saffle, Vice President

APPROVED AS TO FORM:

 45698  
Civil Deputy Prosecuting Attorney

DATE COUNCIL APPROVED:

\_\_\_\_\_



# Whatcom County

COUNTY COURTHOUSE  
311 Grand Avenue, Ste #105  
Bellingham, WA 98225-4038  
(360) 778-5010

## Agenda Bill Master Report

File Number: AB2020-096

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<b>File ID:</b>	AB2020-096	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	02/19/2020	<b>Entered by:</b>	DBrown@co.whatcom.wa.us		
<b>Department:</b>	Council Office	<b>File Type:</b>	Presentation		
<b>Assigned to:</b>	Council Public Works & Health Committee	<b>Final Action:</b>			
<b>Agenda Date:</b>	02/25/2020	<b>Enactment #:</b>			

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Primary Contact Email: DBrown@co.whatcom.wa.us

**TITLE FOR AGENDA ITEM:**

Presentation regarding pipeline safety

**SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:**

Presentation regarding pipeline safety

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**HISTORY OF LEGISLATIVE FILE**

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<b>Date:</b>	<b>Acting Body:</b>	<b>Action:</b>	<b>Sent To:</b>
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**Attachments:**





# Whatcom County

COUNTY COURTHOUSE  
311 Grand Avenue, Ste #105  
Bellingham, WA 98225-4038  
(360) 778-5010

## Agenda Bill Master Report

File Number: AB2020-097

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<b>File ID:</b>	AB2020-097	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	02/19/2020	<b>Entered by:</b>	DBrown@co.whatcom.wa.us		
<b>Department:</b>	Council Office	<b>File Type:</b>	Presentation		
<b>Assigned to:</b>	Council Public Works & Health Committee	<b>Final Action:</b>			
<b>Agenda Date:</b>	02/25/2020	<b>Enactment #:</b>			

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Primary Contact Email: DBrown@co.whatcom.wa.us

**TITLE FOR AGENDA ITEM:**

Update on the Lummi Island ferry

**SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:**

Update on the Lummi Island ferry

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### HISTORY OF LEGISLATIVE FILE

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Date:	Acting Body:	Action:	Sent To:
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**Attachments:**



# Whatcom County

COUNTY COURTHOUSE  
311 Grand Avenue, Ste #105  
Bellingham, WA 98225-4038  
(360) 778-5010

## Agenda Bill Master Report

File Number: **AB2020-094**

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<b>File ID:</b>	AB2020-094	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	02/18/2020	<b>Entered by:</b>	CHalka@co.whatcom.wa.us		
<b>Department:</b>	Council Office	<b>File Type:</b>	Resolution		
<b>Assigned to:</b>	Council Public Works & Health Committee	<b>Final Action:</b>			
<b>Agenda Date:</b>	02/25/2020	<b>Enactment #:</b>			

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Primary Contact Email: [chalka@co.whatcom.wa.us](mailto:chalka@co.whatcom.wa.us)

**TITLE FOR AGENDA ITEM:**

Resolution amending the membership of the Homeless Strategies Workgroup

**SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:**

Resolution amending the membership of the Homeless Strategies Workgroup

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### HISTORY OF LEGISLATIVE FILE

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Date:	Acting Body:	Action:	Sent To:
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**Attachments:** Proposed resolution, Member List - strike

**RESOLUTION NO. \_\_\_\_\_**

**AMENDING THE MEMBERSHIP OF THE HOMELESS STRATEGIES WORKGROUP**

**WHEREAS**, the Whatcom County Council approved Resolution 2017-055, Establishing a Homeless Strategies Workgroup, on October 24, 2017; and

**WHEREAS**, the Whatcom County Council approved Resolution 2019-034, amending the membership and purpose of the Homeless Strategies Workgroup, on July 23, 2019; and

**WHEREAS**, on Feb. 14, 2020, Workgroup members approved expanding their membership.

**NOW, THEREFORE, BE IT RESOLVED**, the Whatcom County Council further expands the membership of the Homeless Strategies Workgroup to include one (1) additional law enforcement member, one (1) member representing special populations related to domestic violence, behavioral health, and/or elder care and medically fragile; one (1) member representing homeless children and families; and one (1) member representing schools; and

**BE IT FURTHER RESOLVED** that the workgroup shall be made up of the following representatives:

- Whatcom County Administration
- Whatcom County Councilmembers (2)
- Bellingham City Council Members (2)
- City of Bellingham Administration
- Small City Administration
- Law Enforcement (2)
- EMS
- Port of Bellingham
- Lighthouse Mission Ministries
- Opportunity Council
- Homeless Advocate \*
- Tribal Nation
- Health Department Staff
- Housing Advisory Committee Representative
- Northwest Youth Services
- Bellingham Regional Chamber of Commerce
- Special populations representing domestic violence, behavioral health, and/or elder care and medically fragile \*
- Homeless children and families \*
- Schools \*

*\* Indicates members appointed by County Council*

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

ATTEST:

WHATCOM COUNTY COUNCIL  
WHATCOM COUNTY, WASHINGTON

\_\_\_\_\_  
Dana Brown Davis, Clerk of the Council

\_\_\_\_\_  
Barry Buchanan, Council Chair

APPROVED AS TO FORM:

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

## HOMELESS STRATEGIES WORKGROUP

- Whatcom County Administration
- ~~Two~~ Whatcom County Councilmembers (2)
- ~~Two~~ Bellingham City Council Members (2)
- City of Bellingham Administration
- Small City Administration
- Law Enforcement (2)
- EMS
- Port of Bellingham
- Lighthouse Mission Ministries
- Opportunity Council
- Homeless Advocate \*
- Tribal Nation
- Health Department Staff
- Housing Advisory Committee Representative
- Northwest Youth Services
- Bellingham Regional Chamber of Commerce
- Special populations representing domestic violence, behavioral health, and/or elder care and medically fragile \*
- Homeless children and families \*
- Schools \*

*\* Indicates members appointed by County Council*



# Whatcom County

COUNTY COURTHOUSE  
311 Grand Avenue, Ste #105  
Bellingham, WA 98225-4038  
(360) 778-5010

## Agenda Bill Master Report

File Number: AB2020-099

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<b>File ID:</b>	AB2020-099	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	02/19/2020	<b>Entered by:</b>	DBrown@co.whatcom.wa.us		
<b>Department:</b>	Council Office	<b>File Type:</b>	Discussion		
<b>Assigned to:</b>	Council Planning and Development Committee			<b>Final Action:</b>	
<b>Agenda Date:</b>	02/25/2020			<b>Enactment #:</b>	

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Primary Contact Email: DBrown@co.whatcom.wa.us

### TITLE FOR AGENDA ITEM:

Discussion regarding the Whatcom County Business and Commerce Advisory Committee's recommendations on housing

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Discussion regarding the Whatcom County Business and Commerce Advisory Committee's recommendations on housing

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### HISTORY OF LEGISLATIVE FILE

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Date:	Acting Body:	Action:	Sent To:
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**Attachments:** July 2019 Business & Commerce Committee Recommendations

To: Whatcom County County Council; City of Bellingham, Small Cities Caucus  
From: Whatcom County Business & Commerce Advisory Committee

Bob Pritchett  
President & CEO, Faithlife  
President, BAC Committee

Clark Campbell  
President & CEO, Gearaid  
Vice President, BAC Committee

Subject: The Affordable Housing Crisis in Whatcom County  
Date: June 6, 2019

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The Whatcom County Business and Commerce Advisory Committee (BAC) was created to inform the Whatcom County Council about challenges to growth that firms and the business community are currently facing and to make suggestions on how to improve and mitigate these foreseen obstacles. After a survey of issues among Committee members, we found that most members reported worker housing (or lack thereof) is a primary obstacle to their business growth and retention in Whatcom County. The BAC has therefore identified and recommends to County Council that the worker housing crisis be a top priority for elected leaders in order to maintain our current quality of life, improve business conditions, and encourage development in Whatcom County.

**The issue in brief:**

Our collective group has recognized that the lack of workers housing and affordable housing is a top impediment to recruiting, retaining, and developing a skilled workforce in Whatcom County. Worker housing is therefore not just a social problem - it is an economic problem. If Whatcom County can increase its supply of housing for all incomes then firms will be able to obtain more workers and increase the number of jobs. Given the magnitude of Whatcom County's housing shortage, we believe that the issue should be treated as and referred to as a *crisis* by Whatcom County Council and city governments. **During crises, normal procedures and processes do not apply.**

We draw on Challenge Seattle's definitions of affordability in order to provide goals for Whatcom County. To be considered affordable a household must spend no more than 30% of their gross monthly income on housing costs. Monthly housing costs can include rent and utilities for renter households and mortgage, insurance, taxes, and utilities for owner households. **In particular, we are interested in increasing the supply of low to middle income housing, if not housing across the income spectrum. In Whatcom County the median household income is \$56,419.**

**Low income:** earns <60% of Whatcom County's median household income (<\$33,851)

**Middle income:** earns 60-120% of Whatcom County's median household income (\$33,851 - \$67,703)

**High income:** earns >120% of Whatcom County's median household income (>\$67,703)

31% of Whatcom County does **not** make \$615 per week (approximately \$30-32,000 per year), the minimum required to afford a one bedroom rental unit in Bellingham (COB 2018). This socioeconomic segment is most likely to carry a large housing-cost burden (over 30% of their income) and is at the highest risk for homelessness.

We urge the County Council and city governments in Whatcom County to adopt a **Temporary Housing Crisis Plan** as soon as possible. Every day that passes more individuals and families move to our county and businesses contemplate leaving Whatcom County. We do not need more studies and reports to tell us what we already know. Adopting a **crisis plan** will allow us to house our current residents, make plans for new residents, and keep businesses in Whatcom County. This is also an opportunity for Whatcom County to be a leader and innovator and has the potential to provide

Below we list and describe our recommendations to Whatcom County and its municipal cities in order to increase the supply of housing. Our recommendations also apply to commercial development, as this industry faces similar obstacles.

**Recommendation #1: Publicly declare a Housing Crisis**

**Recommendation #2: Replace current zoning rules, codes, procedures with a temporary Housing Crisis Plan**

BAC recommends that the County Council move to immediately develop a **Temporary Housing Crisis Plan**, developed by an independent group representing many perspectives to develop the plan and better align the plan with community priorities, of which worker and affordable and homelessness were at the top of the list. We believe that a temporary plan will save time and resources, as well as avoid special interest groups and debates on every single code. **The process and the codes must be simplified as soon as possible.** In particular, we recommend simplifying the code and process for land use permitting (design review, planned permits, Infill Toolkit, etc.) residential multifamily, Urban Villages, and the Infill Toolkit.

Currently there is a significant disconnect between the current rule book and worker/affordable housing needs. Tools that deter building include but are not limited to height limits, density limits, commercial requirements, parking requirements, neighborhood approval and more could be waived or modified in order to increase certainty, shorten the process, reduce costs, and allow for more densification and increase affordability. We also therefore recommend that the cities, including Bellingham, Blaine, Ferndale, Lynden, Nooksack, Sumas, and Everson, adopt identical incentives and permit approval processes to make this a county-wide urban development and workforce attraction initiative.

**Recommendation #3: Provide infrastructure and resources to increase housing availability**

BAC recommends that the County Council support increasing resources and infrastructure in order to reduce building and housing costs. This can be done by developing publicly owned wetland mitigation banks, publicly owned water rights, and provide new and/or improved infrastructure (roads, bridges, electric, sewer, water, stormwater) with the use of Local Improvement Districts (LID) that connects to the remaining buildable lands in Whatcom County.

**Recommendation #4: Reduce government fees for housing development**

The fees that various government agencies impose on developers and builders increase the cost of building and makes affordable housing projects less attractive to investors. While we understand that these fees often funds other government services and cover the costs of planning and so on. However, in the short to medium term, while in a crisis situation, it does not make sense to knowingly increase the cost of building housing if the primary goal is to increase supply as fast as possible.

**Recommendation #5: Provide incentives for hitting affordable housing and workforce targets**

We also recommend that the County Council and city governments continue to develop more attractive incentives for building affordable housing or worker housing. Other counties and cities offer reduced turnaround times, reduced fees, and a streamlined permitting process for green builds and affordable housing.

**Recommendation #6: Annex additional outlying areas**

As the City of Bellingham is currently in the process of annexing the Alderwood district, we recommend that Whatcom County Council and other city governments continue to annex additional land. Some landowners in the Lake Padden and North Bellingham area have tried to have their areas annexed in the past, but were unsuccessful despite already having city utilities and numerous parcels in potential growth areas. Annexing land addresses Whatcom County's lack of buildable lands. This is especially important given that of the 1.9 million acres in Whatcom County, 1.2 million acres are public land, and the County has a goal of having 100,000 acres of active agriculture land. That only leaves approximately 600,000 acres total for residential, commercial, and industrial

development and much of the remaining land is either in critical areas or not currently serviced by our infrastructure and/or utilities.

**Finally, we recommend that Whatcom County should maintain Housing Crisis designation and continue processing recommendations 2-6 until the following goals are reached.**

Population growth in Whatcom County has been running approximately 1.45-1.85% per year. To keep pace with current net inflow we should be targeting approximately 3300-4200 housing units per year. In order to maximize benefit to businesses in terms of access to workers, ideally, 40% or more of these units would be located within the Bellingham UGA, preferably in neighborhoods close to major transit lines.

**Given the lag in new housing starts since the 2008 recession, BAC recommends that crisis protocols remain in place until the following goals be achieved:**

1. At least 10,000 new housing starts have been completed (2500-3400 per year for the next 3-4 years), which is approximately a 4% increase in the current available capacity.
2. The average rental vacancy rates returns to 4+%.
3. The average available housing supply is 6+ months.
4. The rent / own split target is set to 50/50 between rental and purchase units.
5. That permitting, zoning, incentives will be such that 65+% of all new investment and development will create capacity in affordable housing (not exceeding 30% of incomes).



# THE HOUSING CRISIS: Business & Commerce Advisory Committee Recommendations

Presented to Whatcom County Council

July 9, 2019



# OUR VISION

To fairly and equitably house residents as fast as possible in order to generate and maintain a productive, efficient, & dynamic economy in Whatcom County

# DESIRED OUTCOME

To align affordable  
housing needs &  
priorities with  
workforce demand

# DESIRED OUTCOME

For our children to be in  
able to afford to live in  
the community they grew  
up in

Nooksack  
Elementary  
School

3333



# DESIRED OUTCOME

For Whatcom County to  
be a leader and  
example for other  
communities in dealing  
with the Housing Crisis

# RECOMMENDATION #1: DECLARE A HOUSING CRISIS

- Housing is not just a social problem, it is an economic problem
- Tight labor market & no affordable workforce housing
- Businesses cannot maintain or grow without workers nor can we recruit new companies to Whatcom County



## RECOMMENDATION #2: USE THE CRISIS TO ALIGN CODES WITH COMMUNITY HOUSING GOALS

- Permitting process must be simplified, streamlined, expedited, & solution driven
- Use the crisis for wholesale change versus incremental change
- Use a neutral 3<sup>rd</sup> party to develop a new rule book that aligns with community goals
  - Completed and implemented by June 2020

# TACTICS TO ALIGN CODES WITH GOALS

1. Infill toolkit modifications
2. Plans to fill and grade for pad ready sites
3. Modify public works standards (smaller streets, narrower easements, etc.)
4. Increase allowable height/density limits
  - a. Crucial for worker housing near transportation / walkable
5. Reduce set backs



## TACTICS TO ALIGN CODES WITH GOALS

5. Reduce or eliminate commercial space requirements, allow affordable housing to be in other zones
6. Reduce or eliminate parking requirements
7. Expedited permitting process for green builds, affordable housing, low-income housing (within 2 weeks)
8. Reduce staff discretion and eliminate staff discretion when it comes to style guides / codes
9. Reduce the time for rezoning or comprehensive plan changes



## TACTIC: ANNEX OUTLYING AREAS

1. Increase the land supply
2. Much of Bellingham's remaining land is in critical areas
3. Much of the County land is not currently serviced by infrastructure or utilities, two easy ways to increase the supply quickly:
  - a. Make short platting easier, simpler, faster
  - b. Make it easier for existing owners to permit ADUs & DADUs



## RECOMMENDATION #3: PROVIDE INCENTIVES

- Increase supply of workforce housing quickly
- Incentivize specific community development goals
- Build a culture around incentives, inclusion & saying yes versus constraints, limits, and exclusion



## Tactics for incentives: Provide infrastructure & resources to increase worker housing supply

1. Develop publicly owned wetland mitigation banks
  - a. We recommend that the COB expedite the mitigation credit bank
  - b. Revert back to prior buffers as the DOE has allowed
2. Identify funding for infrastructure
  - a. REP is working on data collection project that will help prioritize the highest ROI projects, to be complete by 12/31/2019
3. Provide additional planning services to developers
4. Recruit outside developers
5. Provide education to planning & permitting staff about the entire property development process
  - a. REP could help implement this strategy

## Tactics for incentives: Reduce government fees

1. Eliminate or reduce WSST on residential units
  - a. The County should **lobby** WA State
  - b. Adds 10% on to the cost of housing
2. Eliminate or reduce impact fees
  - a. Park impact fees are too high
  - b. Traffic impact fees are too high
3. Reduce system development charges



# WHAT SUCCESS LOOKS LIKE TO WHATCOM COUNTY'S BUSINESS COMMUNITY

1. The average rental vacancy rates returns to 4-7+%
2. The average available housing supply is 4-7+ months
3. Housing availability can be used as a tool for retention and recruitment for Whatcom County businesses

# ENDORSED BY BUSINESS & COMMERCE COMMITTEE VOTING MEMBERS

Committee Chair Bob Pritchett, CEO, Faithlife

Committee Vice Chair Clark Campbell, CEO, Gearaid

Debbie Ahl, Founder & Managing Partner, Edgewater Advising

Ryan Allsop, CEO, Allsop

Paul Burrill, CEO, Sound Pacific Foods

Pete Dawson, CEO, Dawson Construction

Casey Diggs, CEO, Boundary Bay Brewery

Andrew Gamble, CEO, Petrogas

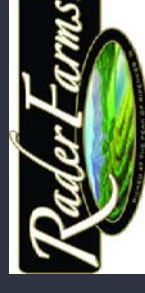
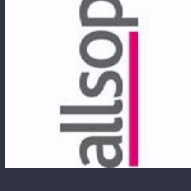
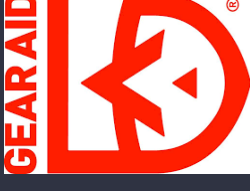
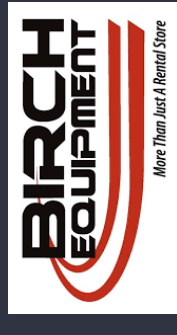
Troy Muljat, CEO, The Muljat Group

Brad Rader, CEO, Rader Farms

Sarah Rothenbuhler, CEO, Birch Equipment

Doug Thomas, CEO, Bellingham Cold Storage

Drew Zogby, CEO, Alpha Technologies



# THANK YOU

Never let a good crisis go to waste!

-Rahm Emanuel



# Whatcom County

COUNTY COURTHOUSE  
311 Grand Avenue, Ste #105  
Bellingham, WA 98225-4038  
(360) 778-5010

## Agenda Bill Master Report

File Number: MIN2020-030

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<b>File ID:</b>	MIN2020-030	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	02/04/2020	<b>Entered by:</b>	KFelbing@co.whatcom.wa.us		
<b>Department:</b>	Council Office	<b>File Type:</b>	Minutes Consent		
<b>Assigned to:</b>	Council			<b>Final Action:</b>	
<b>Agenda Date:</b>	02/25/2020			<b>Enactment #:</b>	

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Primary Contact Email: KFelbing@co.whatcom.wa.us

**TITLE FOR AGENDA ITEM:**

Health Board for February 4, 2020

**SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:**

NA

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### HISTORY OF LEGISLATIVE FILE

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Date:	Acting Body:	Action:	Sent To:
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**Attachments:** Health Board Feb 4 2020



# **Whatcom County Council as the Health Board**

**COUNTY COURTHOUSE  
311 Grand Avenue, Ste #105  
Bellingham, WA 98225-4038  
(360) 778-5010**



## **Minutes - Draft Minutes**

**Tuesday, February 4, 2020**

**10 AM**

**Council Chambers**

### **COUNCILMEMBERS**

Rud Browne  
Barry Buchanan  
Tyler Byrd  
Todd Donovan  
Ben Elenbaas  
Carol Frazey  
Kathy Kershner

### **CLERK OF THE COUNCIL**

Dana Brown-Davis, C.M.C.

**Call To Order**

Council Chair Barry Buchanan called the meeting to order at 10:04 a.m. in the Council Chambers, 311 Grand Avenue, Bellingham, Washington.

**Roll Call**

**Present:** 6 - Rud Browne, Barry Buchanan, Tyler Byrd, Carol Frazey, Ben Elenbaas and Kathy Kershner

**Absent:** 1 - Todd Donovan

**Public Session**

The following people spoke in support of the Child and Family Action Plan:

Vince Foster, Unity Care Northwest board member  
April Barker,  
Monica Burke on behalf of herself and of Monica Koller  
Jennifer Moon  
Ken Gass, M.D.

**Child and Family Action Plan Presentation**

[AB2020-070](#) Presentation Regarding Child and Family Action Plan

Carol Frazey introduced the presentation and referred to a handout (on file) submitted by the presenters providing extra letters of support.

The following people presented:

Rachel Lucy, outgoing Chair of the Public Health Advisory Board  
Debbie Ahl, Mt. Baker Foundation Executive Director  
Emily O'Connor, Lydia Place Executive Director

The presenters summarized the proposed next steps for the County to implement the recommendations on packet page 5. They asked Councilmembers to adopt the plan and to commit to the next steps.

The following people answered questions:

Heather Flaherty, Chuckanut Health Foundation  
Regina Delahunt, Health Department Director  
Rachel Lucy, Peace Health  
Sterling Chick, Health Department  
Emily O'Connor, Lydia Place  
Astrid Newell, Health Department

Councilmembers discussed and asked questions about how helping a child now using the recommended plan will help that child overcome the obstacles in the longrun without addressing the root causes of the obstacles; addressing those root problems such as literacy and housing; finding ways to fund the solutions, such as Economic Development Investment (EDI) funds, that don't take resources from other programs; looking at zoning restrictions that keep businesses from housing childcare facilities; what data is being used to track the effectiveness of the plan should it be adopted; why Lynden has a lower rate of child abuse and neglect (packet pg. 33) than the other cities; looking at broader causes and solutions to child and family issues that don't necessarily cost money; how trauma affects children and adults; and looking at the history behind the data trends presented in the packet.

**Frazey moved** to adopt the Child Family Action plan. The motion was seconded.

Councilmembers discussed a suggestion that the PHAB and Health Department reach out to the for-profit businesses in the community for support, looking for ways to address the issues holistically and ways that do not require money, and addressing other current needs causing barriers first before following the recommendations of the plan.

The motion carried by the following vote:

**Aye:** 5 - Browne, Buchanan, Elenbaas, Frazey, and Kershner

**Nay:** 1 - Byrd

**Absent:** 1 - Donovan

**Buchanan moved** to formally commit to the following four proposed next steps for the County to implement the plan's recommendations on packet page five:

1. Request the Office of the County Executive assess infrastructure and budget needs required to realize commitment to an integrated focus on child and family well-being across county government departments.
  - a. Receive from the County Executive a proposed infrastructure model to implement, aiming toward establishment of an "Office of Child and Family Well-being" or other structure that will embed a focus on children and families across county government.
  - b. Request that biennial budget proposals be submitted to support actions contained in this Action Plan, with a focus on housing, child care, and

behavioral health care.

2. Develop an ordinance to create a county task force, or other official county committee, with high-level staffing and resources to ensure that diverse community partners are informed, coordinated, and included in the implementation of this Action Plan, make additional recommendations, and regularly report progress to the County Council.

a. Using the highly effective Incarceration Prevention and Reduction Task Force as a model, the task force will include representatives from government, community organizations, and families. The task force will focus on tracking and furthering progress of community efforts to achieve the desired results for children and families.

3. Support and actively participate in fiscal analysis in early 2020 to identify existing and potential funding streams for child and family programs. Potential new funding streams may include a future bond, levy, taxes, federal funding, etc.

4. Fulfill prior commitments to resource and fund two critical efforts, including:

a) adoption of culturally and linguistically appropriate services and trauma-informed approaches in all County departments; and

b) development of a culturally and linguistically responsive health navigation system for families seeking information and assistance with health and social services.

The motion was seconded and Councilmembers discussed the motion, and the recommendations, including the formation of a new task force.

The motion carried by the following vote:

**Aye:** 5 - Browne, Buchanan, Elenbaas, Frazey, and Kershner

**Nay:** 1 - Byrd

**Absent:** 1 - Donovan

**This agenda item was PRESENTED AND DISCUSSED and two motions were approved.**

### **Director's Report**

Regina Delahunt, Health Department, gave a brief update and stated this is her last Health Board meeting before her retirement. Councilmembers thanked her for her service to the County and the community. She

introduced the Health Officer Update.

**Health Officer Update on Coronavirus (2019 nCoV)**

Greg Stern, Health Department Health Officer, briefed the Council on the Coronavirus and how the Health Department is responding to it. His report included a description of the Coronavirus, the transmissibility and severity of the illness it causes, how the virus can be detected and how that detection translates to how transmissible it is, current statistics of how the virus is spreading, control measures the Health Department is taking, and coordination efforts with other agencies and organizations. He stated there have been no confirmed cases in Whatcom County.

He and Regina Delahunt, Health Department Director, answered questions about Health Department communication efforts to manage public awareness and angst and to sort out facts vs myths, what the RO "R naught" value (the measure which tells the number of people who become infected by one case) is, whether the virus is transmittable before a person exhibits symptoms, the survival rate of the virus outside the host, and the survival rate of those who contract the virus.

**Other Business**

There was no other business.

**Adjournment**

The meeting adjourned at 12:07 p.m.

ATTEST:

WHATCOM COUNTY COUNCIL  
WHATCOM COUNTY, WA

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

\_\_\_\_\_  
Barry Buchanan, Council Chair

\_\_\_\_\_  
Kristi Felbinger, Minutes Transcription



# Whatcom County

COUNTY COURTHOUSE  
311 Grand Avenue, Ste #105  
Bellingham, WA 98225-4038  
(360) 778-5010

## Agenda Bill Master Report

File Number: MIN2020-033

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<b>File ID:</b>	MIN2020-033	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	02/18/2020	<b>Entered by:</b>	KFelbing@co.whatcom.wa.us		
<b>Department:</b>	Council Office	<b>File Type:</b>	Minutes Consent		
<b>Assigned to:</b>	Council			<b>Final Action:</b>	
<b>Agenda Date:</b>	02/25/2020			<b>Enactment #:</b>	

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Primary Contact Email: KFelbing@co.whatcom.wa.us

**TITLE FOR AGENDA ITEM:**

Special Committee of the Whole for February 11, 2020

**SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:**

NA

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### HISTORY OF LEGISLATIVE FILE

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Date:	Acting Body:	Action:	Sent To:
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**Attachments:** SCOTW Feb 11 2020

**Whatcom County  
Council Special Committee of the Whole**

**COUNTY COURTHOUSE  
311 Grand Avenue, Ste #105  
Bellingham, WA 98225-4038  
(360) 778-5010**



**Committee Minutes - Draft Minutes**

ESTIMATED TIME - MEETING MAY BEGIN EARLIER/LATER THAN 2:30 P.M.

**Tuesday, February 11, 2020**

**2:30 PM**

**Council Chambers**

**COUNCILMEMBERS**

Rud Browne  
Barry Buchanan  
Tyler Byrd  
Todd Donovan  
Ben Elenbaas  
Carol Frazey  
Kathy Kershner

**CLERK OF THE COUNCIL**

Dana Brown-Davis, C.M.C.

## Call To Order

Council Chair Barry Buchanan called the meeting to order at 2:40 p.m. in the Council Chambers, 311 Grand Avenue, Bellingham, Washington.

## Roll Call

**Present:** 7 - Rud Browne, Barry Buchanan, Tyler Byrd, Todd Donovan, Carol Frazey, Ben Elenbaas and Kathy Kershner

**Absent:** None

## Committee Discussion and Recommendation to Council

1. [AB2020-055](#) Request authorization for the County Executive to enter into a contract between Whatcom County and Hellmuth, Obata, and Kassabaum, Inc. (HOK) to develop a Whatcom County Public Health, Safety, and Justice Facility Needs Assessment, in the amount of \$629,694

Buchanan gave a brief history of the initiatives to build a new corrections facility.

The following people spoke and answered questions:

Jeff Bradley and Jeff Goodale, both of Hellmuth, Obata, & Kassabaum (HOK), submitted and gave a presentation (on file).

Tyler Schroeder, Executive's Office

They and Councilmembers discussed different types of possible facility layouts and answered questions about whether the medical health and the jail components would be in the same building or separate facilities, a typical maximum duration of incarceration in the San Mateo facility which was shown as an example, the smallest jurisdictions that they've worked with that might be more similar to Whatcom County than very large jurisdictions in the examples, not addressing location at this point without community input, how HOK plans to bring the community together to support a model in a short time frame and what marketing abilities they have, addressing hard data in the communities in which HOK has done projects, what deliverables would be included in the authorized dollar amount, how the costs of the contract would be phased throughout the project, different modes of community outreach, and the estimated timeframe of a typical project.

Tyler Schroeder, Executive's Office, answered a question about how they would work with the different stakeholder advisory committees and elected officials.



Buchanan opened the floor for comments and the following people spoke and asked questions of the presenters:

Joy Gilfilan  
Irene Morgan  
Carole Perry  
Andronetta Douglass  
Bill Elfo, County Sheriff

**Browne moved and Donovan seconded that the Contract be RECOMMENDED FOR AUTHORIZATION. The motion carried by the following vote:**

**Aye:** 5 - Browne, Buchanan, Donovan, Frazey and Kershner

**Nay:** 1 - Elenbaas

**Absent:** 0

**Abstain:** 1 - Byrd

### **Special Order of Business**

1. [AB2020-057](#) Assignment of staffing responsibilities for the Public Health, Safety, and Justice Facility Needs Assessment, including the project website and the Stakeholder Advisory Committee (SAC)

Cathy Halka, Council Office, clarified the process and answered questions about which staff members would be involved.

***Donovan moved*** to approve the work assignment as discussed.

The motion carried by the following vote:

**Aye:** 7 - Browne, Buchanan, Byrd, Donovan, Elenbaas, Frazey, and Kershner

**Nay:** 0

**The Special Order of Business was DISCUSSED and a motion was approved.**

2. [AB2020-083](#) Resolution amending the membership of the Stakeholder Advisory Committee (SAC) for the Public Health, Safety, and Justice Facility Needs Assessment

Buchanan briefed the Councilmembers on the Resolution. Councilmembers discussed the membership of the Advisory Committee.

***Browne moved*** that the proposed Resolution be approved. The motion was seconded.

***Kernsher moved*** to recommend an amendment to the membership to increase #12 (Citizen-Behavioral Health) to two members, to increase #13 (Citizen-Criminal Justice Advocate) to five members, and increase #14 (Individual with lived experience in the criminal justice system) to five members. This would increase the member by nine members. The motion was seconded.

Councilmembers discussed possible scenarios and the benefits of having a larger committee membership.

The motion to amend the proposed Resolution carried by the following vote:

**Aye:** 5 - Browne, Buchanan, Elenbaas, Frazey, and Kershner

**Nay:** 1 - Donovan

**Abstain:** 1 - Browne

**Browne's motion that the Resolution be RECOMMENDED FOR APPROVAL WITH PROPOSED AMENDMENT carried by the following vote:**

**Aye:** 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas and Kershner

**Nay:** 0

**Absent:** 0

### **Committee Discussion**

1. [AB2020-038](#) Discuss proposed Interlocal Agreement between Whatcom County and cities relating to interim procedures for amending the Countywide Planning Policies

Matt Aamot, Planning and Development Services Department, briefed the Council on the past discussions on this item and changes recommended by the City/County Planning Group including two possible methods of approval incorporated into procedures and separated with an "or" instead of an "and," and an expiration date for the interlocal. He answered questions about which Cities have seen and agreed to the plan up to this point

***Donovan moved*** to recommend approval of the proposal as presented. The motion was seconded.

The motion carried by the following vote:

**Aye:** 7 - Browne, Buchanan, Byrd, Donovan, Elenbaas, Frazey, and Kershner

**Nay:** 0

**This agenda item was DISCUSSED and A MOTION WAS APPROVED.**

**Other Business**

There was no other business.

**Adjournment**

The meeting adjourned at 4:40 p.m.

ATTEST:

WHATCOM COUNTY COUNCIL  
WHATCOM COUNTY, WA

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

\_\_\_\_\_  
Barry Buchanan, Council Chair

\_\_\_\_\_  
Kristi Felbinger, Minutes Transcription



# Whatcom County

COUNTY COURTHOUSE  
311 Grand Avenue, Ste #105  
Bellingham, WA 98225-4038  
(360) 778-5010

## Agenda Bill Master Report

File Number: MIN2020-034

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<b>File ID:</b>	MIN2020-034	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	02/18/2020	<b>Entered by:</b>	KFelbing@co.whatcom.wa.us		
<b>Department:</b>	Council Office	<b>File Type:</b>	Minutes Consent		
<b>Assigned to:</b>	Council			<b>Final Action:</b>	
<b>Agenda Date:</b>	02/25/2020			<b>Enactment #:</b>	

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Primary Contact Email: KFelbing@co.whatcom.wa.us

**TITLE FOR AGENDA ITEM:**

Regular County Council for February 11, 2020

**SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:**

NA

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### HISTORY OF LEGISLATIVE FILE

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Date:	Acting Body:	Action:	Sent To:
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**Attachments:** Exhibit A - Opinion re Conflict of Interest, Council Feb 11 2020

**WHATCOM COUNTY PROSECUTING ATTORNEY**

**ERIC J. RICHEY**

311 Grand Avenue, Suite 201  
Bellingham, Washington 98225-4079  
(360) 778-5710 /Main Office FAX (360)778-5711  
Appellate FAX (360) 778-5712

**CHIEF CRIMINAL DEPUTY**  
Erik Sigmar

**ASST. CHIEF CRIMINAL DEPUTY**  
Warren Page

**CRIMINAL DEPUTIES**  
David Graham  
Dona Bracke  
Jonathan Richardson  
Melissa Stone  
Kellen Kooistra  
Evan Jones  
Benjamin Pratt  
Gordon Jenkins  
Kacie Emerick  
Christina Garcia  
Ariane Takano  
Jesse Corkern  
Evan Sterk

**CHIEF CIVIL DEPUTY**  
Karen Frakes

**CIVIL DEPUTIES**  
Royce Buckingham  
Christopher Quinn  
George Roche  
Brandon Waldron

**ENFORCEMENT DEPUTIES**  
**CIVIL SUPPORT**  
Janelle Wilson/Lead  
Dionne Clasen

**APPELLATE DEPUTIES**  
Kimberly Thulin  
Hilary Thomas

**OFFICE ADMINISTRATOR**  
Vanessa Martin

**MEMORANDUM**

To: Rud Browne, Whatcom County Councilmember  
From: Karen N. Frakes, Whatcom County Chief Civil Deputy Prosecuting Attorney  
Date: February 14, 2020  
RE: Conflict of Interest Question

I have had the opportunity to review your written request for a legal opinion, dated February 11, 2020, on the potential existence of a conflict of interest if you were to participate in the appropriation of funds in the pending matter involving the County, the Boys & Girls Club, and Kids' World. While you are very clear that you have a long-standing friendship with Bob Warshawer, one of the owners of Kids' World, and are involved in several investments with him, you are also very clear that you have never had any involvement with Kids' World, financially or otherwise, and have never participated in any real estate transactions with Mr. Warshawer. In other words, you would not personally benefit from any transaction involving Kids' World.

Under state law, chapter 42.23 RCW (Code of Ethics for Municipal Officers—Contract Interests) contains the provisions relevant to this issue. RCW 42.23.030 provides, in pertinent part, as follows:

No municipal officer shall be beneficially interested, directly or indirectly, in any contract which may be made by, through or under the supervision of such officer, in whole or in part, or which may be made for the benefit of his or her office, or accept, directly or indirectly, any compensation, gratuity or reward in connection with such contract from any other person beneficially interested therein. . .

While “beneficial interest” is not specifically defined in the statute, the Washington State Court of Appeals has interpreted it to mean a financial benefit. *See, Barry v. Johns*, 82 Wash. App. 865 (1996). You do not appear to have a financial interest in any potential contract with Kids’ World. Moreover, you clearly do not meet the definition of having a remote interest in such a contract under RCW 42.23.040.

Turning next to local law, chapter 2.104 of the Whatcom County Code (WCC) contains the Code of Ethics applicable to elected officials. The provisions in our local code mirror the state provisions discussed above and, therefore, would, more likely than not, be interpreted the same way.

In conclusion, it is my opinion that your participation in the pending matter involving the County, the Boys and Girls Club, and Kids’ World would not conflict with any provisions in state or local law. If you have any further questions or concerns, please let me know and I would be happy to discuss them with you.

# **Whatcom County Council**

**COUNTY COURTHOUSE  
311 Grand Avenue, Ste #105  
Bellingham, WA 98225-4038  
(360) 778-5010**



## **Minutes - Draft Minutes**

AGENDA REVISED 2.6.2020 & 2.10.2020

**Tuesday, February 11, 2020**

**7 PM**

**Council Chambers**

### **COUNCILMEMBERS**

Rud Browne  
Barry Buchanan  
Tyler Byrd  
Todd Donovan  
Ben Elenbaas  
Carol Frazey  
Kathy Kershner

### **CLERK OF THE COUNCIL**

Dana Brown-Davis, C.M.C.

## COUNTY COUNCIL

### CALL TO ORDER

Council Chair Barry Buchanan called the meeting to order at 7 p.m. in the Council Chambers, 311 Grand Avenue, Bellingham, Washington.

### ROLL CALL

**Present:** 7 - Rud Browne, Barry Buchanan, Tyler Byrd, Todd Donovan, Carol Frazey, Ben Elenbaas, and Kathy Kershner

**Absent:** None

### FLAG SALUTE

### ANNOUNCEMENTS

Buchanan stated there will be a Council Retreat next Tuesday, February 18, 2020 at 1:15 p.m. in the Council Office Conference Room.

### MINUTES CONSENT

*Donovan moved* to accept the minutes consent items. The motion was seconded (see votes on individual items below).

1. [MIN2020-021](#) Water Work Session for January 21, 2020

**Donovan moved and Frazey seconded that the Minutes Consent be APPROVED BY CONSENT. The motion carried by the following vote:**

**Aye:** 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

**Nay:** 0

**Absent:** 0

2. [MIN2020-025](#) Joint Meeting with Skagit and San Juan Counties on January 6, 2020

**Donovan moved and Frazey seconded that the Minutes Consent be APPROVED BY CONSENT. The motion carried by the following vote:**

**Aye:** 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

**Nay:** 0

**Absent:** 0

3. [MIN2020-027](#) Regular County Council for January 28, 2020

**Donovan moved and Frazey seconded that the Minutes Consent be APPROVED BY CONSENT. The motion carried by the following vote:**

**Aye:** 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner



Nay: 0

Absent: 0

4. [MIN2020-028](#) Special Committee of the Whole for January 28, 2020

**Donovan moved and Frazey seconded that the Minutes Consent be APPROVED BY CONSENT. The motion carried by the following vote:**

**Aye:** 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

**Nay:** 0

**Absent:** 0

5. [MIN2020-029](#) Committee of the Whole Executive Session for January 28, 2020

**Donovan moved and Frazey seconded that the Minutes Consent be APPROVED BY CONSENT. The motion carried by the following vote:**

**Aye:** 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

**Nay:** 0

**Absent:** 0

### **OPEN SESSION (20 MINUTES)**

The following people spoke:

**Joy Gilfilin** spoke about the Stakeholder Advisory Committee and thanked the Council for allowing so many citizens on the committee.

**Allison Calder** spoke about the Point Roberts recycling initiative, and a review of the garbage ordinance.

**Robert Leib** spoke against another ballot initiative for the jail.

**Ken Calder** submitted a handout (on file) and spoke about garbage collection in Point Roberts.

**Lynette Allen** spoke about Homes Now and the jail.

**Deborah Hawley** spoke about her application for the Criminal Justice Advocate position on the Stakeholder Advisory Committee.

**Brel Froebe** spoke about his application for the Stakeholder Advisory Committee and the Public Health, Safety, and Justice Facility Needs Assessment.

**Michael Studoff** spoke about the Public Health, Safety, and Justice Facility Needs Assessment.

**Irene Morgan** spoke against building a new jail and the Public Health, Safety, and Justice Facility Needs Assessment.

**Carole Perry** spoke about the jail.

**Bill Angel** spoke about the Public Health, Safety, and Justice Facility Needs

Assessment.

## **CONSENT AGENDA**

*Byrd* reported for the Finance and Administrative Services Committee and *moved* to approve Consent Agenda items one and two and four through seven. Councilmembers discussed and voted on those items (see votes on individual items below).

*Browne moved* to approve Consent Agenda item three:

**AB2020-069** Request authorization for the County Executive to enter into a contract amendment between Whatcom County and RE Sources to increase the number of educational outreach opportunities in the amount of \$15,000 for a total amended contract amount of \$65,000

The motion was seconded and Councilmembers discussed the item.

See vote on Consent Agenda item three below.

**(From Council Finance and Administrative Services Committee)**

1. [AB2020-002](#) Request authorization for the County Executive to enter into a contract with Whatcom Dispute Resolution Center in the amount of \$96,000

**Byrd reported for the Finance and Administrative Services Committee and moved that the Contract be AUTHORIZED BY CONSENT. The motion carried by the following vote:**

**Aye:** 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

**Nay:** 0

**Absent:** 0

2. [AB2020-024](#) Request authorization for the County Executive to enter into a residential lease agreement between Whatcom County and Sierra Beatson and Robert Hutton III to reside at the house located at 677 North Lake Samish Road, Bellingham, in the amount of \$1,550.00 per month

**Byrd reported for the Finance and Administrative Services Committee and moved that the Contract be AUTHORIZED BY CONSENT. The motion carried by the following vote:**

**Aye:** 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

**Nay:** 0

**Absent:** 0

3. [AB2020-069](#) Request authorization for the County Executive to enter into a contract amendment

between Whatcom County and RE Sources to increase the number of educational outreach opportunities in the amount of \$15,000 for a total amended contract amount of \$65,000

**Browne moved and Frazey seconded that the Contract be AUTHORIZED BY CONSENT. The motion carried by the following vote:**

**Aye:** 4 - Browne, Buchanan, Donovan, and Frazey

**Nay:** 3 - Byrd, Elenbaas, and Kershner

**Absent:** 0

4. [AB2020-073](#) Request authorization for the County Executive to enter into a contract between Whatcom County and Brown & Caldwell to conduct Phase I of the Lake Whatcom Total Maximum Daily Load (TMDL) Reassessment in the amount of \$193,013

**Byrd reported for the Finance and Administrative Services Committee and moved that the Contract be AUTHORIZED BY CONSENT. The motion carried by the following vote:**

**Aye:** 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

**Nay:** 0

**Absent:** 0

5. [AB2020-075](#) Request authorization for the County Executive to enter into an interlocal amendment agreement between Whatcom County, City of Bellingham and Fire Protection District 7 for analytical and billing costs for the Ground Emergency Medical Transport program funding

**Byrd reported for the Finance and Administrative Services Committee and moved that the Contract be AUTHORIZED BY CONSENT. The motion carried by the following vote:**

**Aye:** 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

**Nay:** 0

**Absent:** 0

6. [AB2020-067](#) Resolution to set public hearing to sell tax-title property by public auction

**Byrd reported for the Finance and Administrative Services Committee and moved that the Resolution be APPROVED. The motion carried by the following vote:**

**Aye:** 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

**Nay:** 0

**Absent:** 0

Enactment No: RES 2020-005

7. [AB2020-049](#) Resolution cancelling uncollectible personal property taxes

**Byrd reported for the Finance and Administrative Services Committee and moved that the Resolution be APPROVED. The motion carried by the following vote:**

**Aye:** 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

**Nay:** 0

**Absent:** 0

Enactment No: RES 2020-006

## **OTHER ITEMS**

**(From Council Finance and Administrative Services Committee)**

1. [AB2020-046](#) Ordinance amending the 2020 Whatcom County Budget, request no. 4, in the amount of \$193,202

Browne submitted and read the following statement (on file and below) regarding **AB2020-046** and stated he would abstain from voting on this request and any items related to Kid's World.

*Clerk's note: Browne requested that the entirety of his statement be incorporated into these minutes. Legal Counsel's response to Browne's statement is attached to this minutes file (MIN2020-034) as **Exhibit A - Opinion re Conflict of Interest**.*

### **Browne's statement:**

February 11, 2020

#### Background

- The Boys & Girls Club (BGC) is in the process of taking over the child care operations of Kids World as the existing owners have said they are unable to continue due to the high number of their clients who receive state subsidies, which after the recent increases in the minimum wage are now no longer enough to cover the labor costs.
- If the BGC is unable to find funding to take over the Kids World operations, approximately 120 staff will lose their jobs and 530 children will be displaced which would have a significant impact on these families and the community's workforce. Without assistance these jobs and childcare slots could disappear within two months.
- The BGC has requested financial assistance from the County Council to assist in

paying the first few months' rent to Kids World, it is expected that future amounts may be requested as well.

- One long term solution may also be for either the County or the Cities of Bellingham/Ferndale to purchase facilities that can be used by BGC, perhaps at little or no charge for 5 years, after which the BGC could purchase the properties at cost.
- Browne has proposed using a County EDI loan to provide funding for building acquisition. These facilities could be these current Kids World properties or others.
- Other discussions at the state level to provide additional funding are also occurring.

#### Disclosure of relationship

- Kids World is owned and operated by Michael Watters and Bob Warshawer.
- Browne has no commercial or other substantive relationship with Watters.
- Browne does have the following relationship with Warshawer which (out of abundance of caution) Browne is proactively placing into the record.
  - Browne has been friends with Warshawer for over 20 years.
  - Browne has, and still is, involved in several investments involving Warshawer.
  - However, Browne has never had any involvement with Kids World and has never participated in any Real Estate with Warshawer

#### Request of County Legal Council

Browne does not believe that there is any scenario in which Browne or members of his family could, or would, benefit from any transaction involving the County, the Boys & Girls Club and Kids World.

However, in an effort to promote transparency and avoid even the appearance of conflict, Browne hereby formally requests a review of the above by County legal counsel. Furthermore, Browne is hereby formally abstaining from voting on any appropriation of funds on this matter until such guidance is provided.

Rud Browne

Councilmember - District One  
Whatcom County Council

***Byrd*** reported for the Finance and Administrative Services Committee and ***moved*** that the Ordinance be ADOPTED. The motion was seconded.

Byrd stated that the \$100,000 has been budgeted but not contracted to the Boys and Girls Club. It will be set aside for now until Councilmembers get more information on how the money will be spent and what the plan will be moving forward.

**Byrd's motion that the Ordinance be ADOPTED carried by the following vote:**

**Aye:** 6 - Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

**Nay:** 0

**Absent:** 0

**Abstain:** 1 - Browne

Enactment No: ORD 2020-004

2. [AB2020-052](#) Ordinance amending the project budget for the New Jail Project Fund 2013-2014, request no. 5

**Byrd** reported for the Finance and Administrative Services Committee and **moved** to adopt the Ordinance.

**Kershner moved** and Byrd seconded that the Ordinance be amended so that the title of the fund in the last paragraph would read: "...New Public Health, Safety and Justice Facility..."

The motion carried by the following vote:

**Aye:** 7 - Browne, Buchanan, Byrd, Donovan, Elenbaas, Frazey, and Kershner

**Nay:** 0

**Byrd's motion that the Ordinance be ADOPTED (AS AMENDED) carried by the following vote:**

**Aye:** 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

**Nay:** 0

**Absent:** 0

Enactment No: ORD 2020-005

3. [AB2020-077](#) Request authorization for the County Executive to enter into an interlocal agreement amendment between Whatcom County and City of Blaine for the purposes of adjusting the EDI loan terms on the Gateway Regional Stormwater project

**Byrd reported for the Finance and Administrative Services Committee and moved that the Interlocal be AUTHORIZED. The motion carried by the following vote:**

**Aye:** 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

**Nay:** 0

**Absent:** 0

4. [AB2020-047](#) Resolution to approve annual petition for refunds paid list consistent with RCW 84.69.020

**Byrd reported for the Finance and Administrative Services Committee and moved that the Resolution be APPROVED. The motion carried by the following vote:**

**Aye:** 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

**Nay:** 0

**Absent:** 0

Enactment No: RES 2020-007

**(From Council Public Works and Health Committee)**

5. [AB2020-056](#) Resolution to establish income eligibility designation for use of the Veterans Assistance Fund

**Frazey** reported for the Public Works and Health Committee and ***moved*** that the Resolution be APPROVED.

Councilmembers praised the presentation and the County's Veterans program and stated that the County is not taking the full tax dollars that the State allows.

**Frazey's motion that the Resolution be APPROVED carried by the following vote:**

**Aye:** 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

**Nay:** 0

**Absent:** 0

Enactment No: RES 2020-008

**(From Council Special Committee of the Whole)**

6. [AB2020-055](#) Request authorization for the County Executive to enter into a contract between Whatcom County and Hellmuth, Obata, and Kassabaum, Inc. (HOK) to develop a Whatcom County Public Health, Safety, and Justice Facility Needs Assessment, in the amount of \$629,694

**Buchanan** reported for the Special Committee of the Whole and ***moved*** that the Contract be AUTHORIZED. The motion was seconded.

Councilmembers discussed the scope of the contract, how to determine the needs of the County for a new facility, hearing more from community members in the advisory groups, and the allocation of resources to behavioral health and criminal justice experts as measures taken by the consultant team to assure no conflict of interest.

**Buchanan's motion that the Contract be AUTHORIZED carried by the following vote:**

**Aye:** 5 - Browne, Buchanan, Donovan, Frazey, and Kershner

**Nay:** 2 - Byrd, and Elenbaas

**Absent:** 0

*Clerk's Note: Councilmembers discussed AB2020-025 and AB2020-083 together.*

[AB2020-025](#) Appointment to fill vacancies on Stakeholder Advisory Committee for Public Health, Safety, and Justice Facility Needs Assessment - applicants: Arlene Feld, Heather Flaherty, Harriet Markell, Jessica Waaga, Lynn Allen, Chad Butenschoen, Atul Deshmane, Joy Gilfilen, Cliff Langley, John Mutchler, Patrick Allen, Kendra Cook, Kristin Hanna, Kara Mitchell, Jeff Monks, David Goldman

**Browne moved** to allow all, including the late, applications to be considered. The motion was seconded.

Councilmembers discussed the motion.

The motion carried by the following vote:

**Aye:** 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Kershner

**Nay:** 1 - Elenbaas

7. [AB2020-083](#) Resolution amending the membership of the Stakeholder Advisory Committee (SAC) for the Public Health, Safety, and Justice Facility Needs Assessment

**Byrd moved** to amend the resolution Exhibit A, Membership to remove #8 (the four seats dedicated for the Incarceration Prevention and Reduction Task Force) and replace it with four new seats to be filled by community member applicants.

**Browne** stated as a point of order that there needs to be a main motion and **moved** that the substitute resolution be approved. The motion was seconded.

**Byrd** restated his motion and **moved** to amend the resolution Exhibit A, Membership to remove #8 (the four seats dedicated for the Incarceration Prevention and Reduction Task Force) and replace it with four new seats to be filled by community member applicants.

Councilmembers discussed Byrd's motion.

The motion to amend failed by the following vote:

**Aye:** 2 - Byrd and Elenbaas



**Nay:** 4 - Browne, Buchanan, Donovan, and Elenbaas  
**Abstain:** 1 - Kershner

*Donovan moved* to amend the substitute resolution Exhibit A, Membership to "The Stakeholder Advisory Committee will consist of ~~33~~<sup>37</sup> members as follows:" and "13. Citizen - Criminal Justice Advocate\*(~~5~~9)" to give space for the new applicants. The motion was seconded.

Councilmembers discussed the motion.

The motion to amend carried by the following vote:

**Aye:** 5 - Buchanan, Byrd, Donovan, Elenbaas, and Kershner  
**Nay:** 2 - Browne and Frazey

*Kershner moved* to amend the substitute resolution Exhibit A, Membership to reduce #12. Citizen - Behavioral Health (mental health and substance use disorder (SUD)) Advocate\* from two members to one so that the total membership is 36.

The motion to amend carried by the following vote:

**Aye:** 7 - Browne, Buchanan, Byrd, Donovan, Elenbaas, Frazey, and Kershner  
**Nay:** 0

**Donovan restated Browne's main motion to approve the substitute resolution but moved that the SUBSTITUTE Resolution be APPROVED AS AMENDED. The motion carried by the following vote:**

**Aye:** 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner  
**Nay:** 0

**Absent:** 0

Enactment No: RES 2020-009

**(No Committee Assignment)**

8. [AB2020-084](#) Approval of request received from opioid litigation attorneys to send letter to sponsors of HB 2786

*Kershner moved* and Frazey seconded that the request be approved.

Karen Frakes, Prosecuting Attorney's Office, briefed the Council on the letter which is written to representatives who are sponsoring the bill to let them know that Whatcom County thinks that counties and cities should have more representation. She answered questions about the process which would determine how money from a potential settlement would be divided.

**Kershner's motion that the REQUEST be APPROVED carried by the following vote:**

**Aye:** 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

**Nay:** 0

**Absent:** 0

## **COUNCIL APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES**

1. [AB2020-059](#) Appointment to fill vacancy on the Lummi Island Ferry Advisory Committee (LIFAC) - applicant(s): Gregory Rice

**Byrd moved and Kershner seconded that Gregory Rice be APPOINTED. The motion carried by the following vote:**

**Aye:** 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

**Nay:** 0

**Absent:** 0

2. [AB2020-061](#) Appointment to fill vacancies on the Countywide Flood Control Zone District Advisory Committee - Applicant(s): Steve Seymour, Jeff DeJong, and John Perry (Council acting as the Flood Control Zone District Board of Supervisors)

**Kershner moved and Donovan seconded that all three applicants be APPOINTED. The motion carried by the following vote:**

**Aye:** 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

**Nay:** 0

**Absent:** 0

3. [AB2020-078](#) Appointments to fill vacancy on the Birch Bay Watershed and Aquatic Resources management Advisory (BBWARM) Committee - Applicant: Jackie Bourgault (Council Acting as the Flood Control Zone District Board of Supervisors)

**Donovan moved** to appoint Jackie Bourgault. The motion was seconded.

Councilmembers discussed whether the applicant lives in the correct district for this appointment.

Tyler Schroeder stated the applicant's street address is outside of the correct district.

**Byrd moved and Buchanan seconded that Council Appointment be HELD IN COUNCIL. The motion carried by the following vote:**

**Aye:** 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

**Nay:** 0

**Absent:** 0

4. [AB2020-025](#) Appointment to fill vacancies on Stakeholder Advisory Committee for Public Health, Safety, and Justice Facility Needs Assessment - applicants: Arlene Feld, Heather Flaherty, Harriet Markell, Jessica Waaga, Lynn Allen, Chad Butenschoen, Atul Deshmane, Joy Gilfilen, Cliff Langley, John Mutchler, Patrick Allen, Kendra Cook, Kristin Hanna, Kara Mitchell, Jeff Monks, David Goldman

See minutes on this item in Other Items (From Special Committee of the Whole) above. A motion was approved to accept all nominations in the relevant categories as they were received by acclamation. All applicants were appointed as positions were created for all through amending AB2020-083 - Resolution amending the membership of the Stakeholder Advisory Committee (SAC) for the Public Health, Safety, and Justice Facility Needs Assessment.

**Browne previously moved that all the applicants be NOMINATED and after discussion, it was moved that all, including the late applicants, be APPOINTED. The motion carried by the following vote:**

**Aye:** 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Kershner

**Nay:** 1 - Elenbaas

**Absent:** 0

### **EXECUTIVE APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES**

1. [AB2020-079](#) Request confirmation of the Executive's appointment of Douglas Cornelsen to the Northwest Senior Services Board

**Donovan moved and Byrd seconded that the Executive Appointment be CONFIRMED. The motion carried by the following vote:**

**Aye:** 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

**Nay:** 0

**Absent:** 0

2. [AB2020-080](#) Request confirmation of Executive's appointment of Daniel Sulak to the Marine Resources Committee

**Donovan moved and Byrd seconded that the Executive Appointment be CONFIRMED. The motion carried by the following vote:**

**Aye:** 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

## **INTRODUCTION ITEMS**

*Browne moved* to introduce items one through four. The motion was seconded (see votes on individual items below).

1. [AB2020-076](#) Ordinance amending the 2020 Whatcom County Budget, request no. 5, in the amount of \$792,558

**Browne moved and Byrd seconded that the Ordinance be INTRODUCED. The motion carried by the following vote:**

**Aye:** 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

**Nay:** 0

**Absent:** 0

2. [AB2020-064](#) Ordinance finalizing a revised system of assessment for Drainage Improvement District No. 5

**Browne moved and Byrd seconded that the Ordinance Requiring a Public Hearing be INTRODUCED. The motion carried by the following vote:**

**Aye:** 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

**Nay:** 0

**Absent:** 0

3. [AB2020-065](#) Appointment to fill one vacancy on the Business and Commerce Advisory Committee, Higher Education - applicants: Eva Schulte and CJ Seitz

**Browne moved and Byrd seconded that the Council Appointment Requiring Introduction be INTRODUCED. The motion carried by the following vote:**

**Aye:** 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

**Nay:** 0

**Absent:** 0

4. [AB2020-068](#) Resolution to sell tax-title property by public auction

Dana Brown-Davis, Clerk of the Council, referred to a discussion in Committee about possibly moving the public hearing to a later date.

*Browne moved* that item four be introduced but that the public hearing be set for at least 90 days from today's date in order to give time for adjacent

property owners to be notified.

Councilmembers discussed the time frame for the hearing.

Buchanan suggested a friendly amendment to change the time frame to 60 days.

**Browne** accepted the friendly amendment and ***moved*** that the public hearing on item four be set for a later date as least 60 days from today.

The motion carried by the following vote:

**Aye:** 7 - Browne, Buchanan, Byrd, Donovan, Elenbaas, Frazey, and Kershner

**Nay:** 0

**Browne's motion that the Resolution Requiring a Public Hearing be INTRODUCED and a public hearing held at a later date at least 60 days from today carried by the following vote:**

**Aye:** 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

**Nay:** 0

**Absent:** 0

## **COMMITTEE REPORTS, OTHER ITEMS, AND COUNCILMEMBER UPDATES**

Councilmembers gave committee reports and updates on recent activities and upcoming events.

**Donovan moved** to reexamine the number of cans that are required to be collected in Point Roberts. The motion was seconded.

Councilmembers and Tyler Schroeder, Executive's Office, discussed the motion, getting a thorough review and hearing from both sides of the issue, and what that review might look like.

The motion carried by the following vote:

**Aye:** 6 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, and Kershner

**Nay:** 1 - Browne

Councilmembers continued with updates and Satpal Sidhu, County Executive, and Tyler Schroeder answered questions about updating financial request documents and looking further at possible solutions to flooding

## **ADJOURN**

The meeting adjourned at 9:28 p.m.

ATTEST:

WHATCOM COUNTY COUNCIL  
WHATCOM COUNTY, WA

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

\_\_\_\_\_  
Barry Buchanan, Council Chair

\_\_\_\_\_  
Kristi Felbinger, Minutes Transcription



# Whatcom County

COUNTY COURTHOUSE  
311 Grand Avenue, Ste #105  
Bellingham, WA 98225-4038  
(360) 778-5010

## Agenda Bill Master Report

File Number: AB2020-100

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<b>File ID:</b>	AB2020-100	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	02/19/2020	<b>Entered by:</b>	DBrown@co.whatcom.wa.us		
<b>Department:</b>	Council Office	<b>File Type:</b>	Special Council Only Item		
<b>Assigned to:</b>	Council			<b>Final Action:</b>	
<b>Agenda Date:</b>	02/25/2020			<b>Enactment #:</b>	

---

Primary Contact Email: DBrown@co.whatcom.wa.us

**TITLE FOR AGENDA ITEM:**

Appointment of one Councilmember to serve on the Stakeholder Advisory Committee (SAC) for the Public Health, Safety, and Justice Facility Needs Assessment

**SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:**

Appointment of one Councilmember to serve on the Stakeholder Advisory Committee (SAC) for the Public Health, Safety, and Justice Facility Needs Assessment

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### HISTORY OF LEGISLATIVE FILE

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Date:	Acting Body:	Action:	Sent To:
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Attachments:



# Whatcom County

COUNTY COURTHOUSE  
311 Grand Avenue, Ste #105  
Bellingham, WA 98225-4038  
(360) 778-5010

## Agenda Bill Master Report

File Number: AB2020-065

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<b>File ID:</b>	AB2020-065	<b>Version:</b>	1	<b>Status:</b>	Introduced
<b>File Created:</b>	01/28/2020	<b>Entered by:</b>	JNixon@co.whatcom.wa.us		
<b>Department:</b>	Council Office	<b>File Type:</b>	Council Appointment Requiring Introduction		
<b>Assigned to:</b>	Council	<b>Final Action:</b>			
<b>Agenda Date:</b>	02/25/2020	<b>Enactment #:</b>			

---

Primary Contact Email: jnixon@co.whatcom.wa.us

### TITLE FOR AGENDA ITEM:

Appointment to fill one vacancy on the Business and Commerce Advisory Committee, Higher Education - applicants: Eva Schulte and CJ Seitz

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

1 Vacancy for a non-voting member representing the county's institutions of higher education (Western Washington University, Whatcom Community College, The Northwest Indian College, and Bellingham Technical College). Partial term expiring January 31, 2023. The committee will advise the Whatcom County Council on regulations and policies that could impact local businesses, industry, or economic development. Meets monthly.

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### HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
02/11/2020	Council	INTRODUCED	Council

---

**Attachments:** Schulte Application, Seitz Application



# Business & Commerce Advisory Committee: Eva Schulte

**Subject:** Online Form Submittal: Board and Commission Application  
**Date:** Monday, January 27, 2020 11:46:14 PM

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## Board and Commission Application

### Step 1

Application for Appointment to Whatcom County Boards and Commissions

#### Public Statement

*THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the information provided will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.*

Title	Ms.
First Name	Eva
Last Name	Schulte
Today's Date	1/27/2020
Street Address	3081 Aldergrove Road
City	Ferndale
Zip	98248
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	816-519-9624
Secondary Telephone	360-383-3326
Email Address	eschulte@whatcom.edu

### Step 2

1. Name of Board or Business and Commerce Advisory Committee

Committee

---

Business and  
Commerce Advisory  
Committee Position:

Higher Education - Whatcom Community College

---

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 3

---

4. Are you a US  
citizen?

Yes

---

5. Are you registered to  
vote in Whatcom  
County?

Yes

---

6. Have you declared  
candidacy (as defined  
by RCW 42.17A.055)  
for a paid elected office  
in any jurisdiction  
within the county?

No

---

7. Have you ever been  
a member of this  
Board/Commission?

No

---

8. Do you or your  
spouse have a financial  
interest in or are you  
an employee or officer  
of any business or  
agency that does  
business with  
Whatcom County?

No

---

You may attach a  
resume or detailed  
summary of  
experience,  
qualifications, &  
interest in response to

[Eva Schulte\\_resume 2020.pdf](#)

the following questions

---

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education

I serve as the Executive Director for Institutional Development at Whatcom Community College. I provide leadership and strategic direction to institutional advancement, which includes the Whatcom Community College Foundation, the Communications & Marketing department, and overall community relations. I work under the leadership of our president and in coordination with the cabinet and Foundation board to advance our nationally recognized community college, focusing first on the 11,000 students we engage annually. We achieve success for students by building community, enhancing effectiveness, and advancing equity.

I have a Masters of Ethics and Social Theory from the Graduate Theological Union in Berkeley, California. I speak Spanish and previously built a fund and structure to bring large scale impact investments to social infrastructure developments in American Indian, Alaska Native and Native Hawaiian communities across the country.

---

10. Please describe why you're interested in serving on this board or commission

I have been in the work of economic development in varying capacities throughout my career. I am new to Whatcom County and would be honored to serve on the Business and Commerce Advisory Committee. I would bring insight that draws from my work experience in the areas of public policy, community/civic engagement, non-profit, public health, New Markets Tax Credits, Corporate Social Responsibility, Opportunity Zones, and impact investing. I moved from Kansas City, Missouri to join the dynamic team at WCC the first of the year and to be close to my family members who all live in Birch Bay and Blaine.

---

References (please include daytime telephone number):

President Kathi Hiyane-Brown (360) 383-3000  
Sue Cole (360) 961-4543

---

Signature of applicant:

Eva Schulte

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Place Signed / Submitted

Birch Bay

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(Section Break)

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# Eva Kathleen Schulte

333 Calluna Court, 2nd Floor, Bellingham WA 98226 | 360.383.3326 | [eschulte@whatcom.edu](mailto:eschulte@whatcom.edu)

## EXECUTIVE LEADER

**INNOVATIVE EXECUTIVE** with 20 years of proven record in community-based investment, impact management and securing major capital for underserved communities. Inspiring and ethical leader for the future of education and work.

## SELECTED ACCOMPLISHMENTS

- ✓ Built fund structure to bring \$25 million to American Indian, Alaska Native and Native Hawaiian Communities
- ✓ Directed impact management and achieved Certified B Corporation status and 'Best for the World' designation
- ✓ Leveraged funding to Missouri: \$4.2 million for Truman Medical Centers and \$10 million for housing
- ✓ Tripled financial position every four years totaling \$9 million with diversified not for profit revenue
- ✓ Established new 501c3 and c4 chapters in 5 municipalities and state-wide
- ✓ Led Impact Investing Day at the Kauffman Foundation, convening 225 investment and foundation leaders

## PROFESSIONAL EXPERIENCE

### **EXECUTIVE DIRECTOR FOR INSTITUTIONAL ADVANCEMENT** *Whatcom Community College* Bellingham, WA Jan. 2020-Now

- Design and implement programs focused toward increasing community relations and fundraising outcomes
- Oversee the College's Foundation, increasing assets to support initiatives that respond to student needs
- Work under the College President as a member of the President's Cabinet aligning strategies across campus
- Provide leadership and strategic direction to the Advancement division staff, supervising directors

### **VICE PRESIDENT FOR ECONOMIC OPPORTUNITY** *Travois Inc.* Kansas City, MO

March 2017 - Dec. 2019

- Developed the Travois Impact Fund by recruiting and partnering with investors, foundations, and advisors
- Initiated, led & monitored company-wide impact measurement on job creation, housing, education
- Worked on the New Markets Tax Credit team to source and build project pipeline, advocate, and monitor assets
- Grew and led philanthropic initiatives such as a juried art exhibition series featuring Native American artists

### **PRESIDENT & CEO** *Communities Creating Opportunity* Missouri and Kansas

Sept. 2004 - Feb. 2017

- Coordinated large-scale campaigns with 2,000 people to advance early childhood education and health
- Expanded public/private sector partnerships and contracts, managed grants of \$300,000+ and events of 1,500+
- Developed microfinance loan products and chaired the fundraising for \$400,000 from regional banks
- Directed the largest non-partisan civic engagement campaign in Kansas City over 3 cycles, engaging 132,000

### **LEAD COMMUNITY ORGANIZER** *Congregations Organizing for Renewal* Hayward, California

2001 - 2004

- Led advocacy in two cities and Alameda County, securing inclusionary housing ordinances & healthcare revenue

## EDUCATION

### **Master of Arts, Ethics and Social Theory** | Graduated *Magna Cum Laude*

2001

*Graduate Theological Union, Berkeley, California*

### **Bachelor of Arts, Double Major: International Studies and Spanish** | Graduated *Magna Cum Laude*

1999

*Central College, Pella, Iowa with study/work in Mexico, Netherlands, Spain, and Germany*

## CIVIC LEADERSHIP

- Board of Directors, Sierra Club Foundation | Grants, Finance & Risk Management Com. 2019 - Now
- Chair of Corporate Support for Indian Country | Investors & Indigenous Peoples 2017 - 2020
- Diversity Co-Chair, Centurion Leadership Program | Greater Kansas City Chamber of Commerce 2013 - 2018
- Co-Founder, PICO International Network | Rwanda, Central America, Haiti 2011 - 2014

## RECOGNITION

- Kansas City Award | Presented by public health director on behalf of city of Kansas City, Missouri 2017
- Voices of Faith Award | Presented by Congressman Emanuel Cleaver & Bishop Johnson 2016
- Distinguished Executive Director Award | Soul of the City 2011
- Young Alumni of the Year Achievement Award | Central College 2011
- Bank of America's Neighborhood Builder & Kauffman Foundation New Ideas Award 2010

# Business & Commerce Advisory Committee: CJ Seitz

**Subject:** Online Form Submittal: Board and Commission Application  
**Date:** Friday, February 14, 2020 2:32:32 PM

---

## Board and Commission Application

### Step 1

Application for Appointment to Whatcom County Boards and Commissions

#### Public Statement

*THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the information provided will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.*

Title	Ms.
First Name	Cj
Last Name	Seitz
Today's Date	2/14/2020
Street Address	2913 Niagara Street
City	Bellingham
Zip	98226
Do you live in & are you registered to vote in Whatcom County?	Yes
Do you have a different mailing address?	<i>Field not completed.</i>
Primary Telephone	3603058427
Secondary Telephone	<i>Field not completed.</i>
Email Address	CJ.Seitz@wwu.edu

### Step 2

1. Name of Board or Business and Commerce Advisory Committee

Committee

---

Business and  
Commerce Advisory  
Committee Position:

Higher Education - Western Washington University

---

2. Do you meet the  
residency,  
employment, and/or  
affiliation requirements  
of the position for  
which you're applying?

Yes

---

3. Which Council  
district do you live in?

District 2

---

4. Are you a US  
citizen?

Yes

---

5. Are you registered to  
vote in Whatcom  
County?

Yes

---

6. Have you declared  
candidacy (as defined  
by RCW 42.17A.055)  
for a paid elected office  
in any jurisdiction  
within the county?

No

---

7. Have you ever been  
a member of this  
Board/Commission?

No

---

8. Do you or your  
spouse have a financial  
interest in or are you  
an employee or officer  
of any business or  
agency that does  
business with  
Whatcom County?

Yes

---

If yes, please explain

I am the director of WWU's SBDC. We receive funding via contract from the Port of Bellingham. Whatcom County is a partner in that contract via an interlocal cooperation agreement.

---

You may attach a  
resume or detailed

[SeitzResume2020.pdf](#)

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	Working in the private sector, I've been a small business owner, worked in public accounting and was a vice president in heavy industry.  I've also had the privilege of serving in the public sector as a university business researcher, an SBDC business advisor, an area director for the state of Washington and am currently the director for the WWU SBDC.
---	---

---

10. Please describe why you're interested in serving on this board or commission	I want to work with other deeply committed community leaders to use my background, education and combined private/public sector experience to effectively advise the Whatcom County Council on issues that could impact local businesses, industry, or economic development.
--	--

---

References (please include daytime telephone number):	Donna Gibbs, Vice President University Relations and Marketing, Western Washington University 360.650.7995
---	---

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Signature of applicant:	CJ Seitz
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Place Signed / Submitted	Bellingham, WA
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(Section Break)

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# CAROLE JEAN (CJ) SEITZ

2913 Niagara Street • Bellingham, WA 98226  
c. 360.305.8427 • [CJ.Seitz@wwu.edu](mailto:CJ.Seitz@wwu.edu)  
<http://www.linkedin.com/in/cjseitz/>

---

## LEADERSHIP AND ORGANIZATIONAL STRATEGY

*Team Building • Strategic Planning • Financial Accountability*

---

Skilled and energetic leader with expertise in influencing positive change and improving outcomes. A goal-driven and entrepreneurial strategic thinker committed to creating outstanding results.

### CORE COMPETENCIES

- Relationship Building
  - Marketing & Promotions
  - Negotiations & Contracts
  - Community Alliances
  - Budgeting
  - Grant & Fund Development
  - Project Management
  - Government Relations
  - Branding Strategies
- 

### PROFESSIONAL EXPERIENCE

#### Director

*Small Business Development Center, WWU – Bellingham, WA*

*2015 - present*

Responsible for deploying the resources of the federal, state, and local governments with the resources of the University and the non-profit and private sectors to lead a professional team delivering business development expansion throughout Whatcom and Kitsap counties. Fosters partnerships with corporate and community partners that align with Western's core values of excellence, engagement, diversity, community service, integrity and innovation. Provides leadership for developing, sustaining and coordinating strong and effective relationships with the local city and county communities, as well as with relevant partners across the state and the region.

- Promotes growth, expansion, innovation, increased productivity, and management improvement in small businesses, prospective small businesses and within WWU and community partners
- Leads engagement with existing business and industry to identify and support opportunities resulting in diversification and growth of opportunities for WWU faculty, staff and students
- Effectively communicates WWU's suite of assets to the business community

#### Vice President, Administration

*TRICO Companies, LLC – Burlington, WA*

*2013 - 2015*

Responsible for leadership of all firm administrative functions including: human resources, IT, finance, accounting, risk management and brand strategy. Developed administrative capacity to support a 200 percent projected short term growth. Established corporate strategy with the leadership team to meet both corporate and client goals. Managed a diverse team of outsourced and internal talent.

- Developed a LT technology plan to support projected growth and a successful corporate rebrand
- Directed the development of improved accounting processes and internal controls
- Championed risk management practices to protect company assets and project liability



**Northwest Regional Director**

**Whatcom, Skagit, Island and San Juan counties**

*Washington State Employment Security Department – Bellingham, WA* 2009 - 2013

Provided leadership, mentoring and guidance in a team based environment. Gently introduced performance management to assure limited funds are expended appropriately across widely dispersed programs in four counties. Assumed responsibility in a challenging environment during a time of unprecedented growth in demand for services. Reversed historical trends of poor performance to create a culture of measurable success in assisting job seekers in meeting wide ranging employment needs.

- Successfully managed a \$6 million budget to support three career development centers and over 60 staff
- Negotiated and monitored Resource Sharing Agreements, Memorandums of Understanding, and Data Sharing Agreements with all WorkSource partners located throughout the region
- Developed a regional early warning system aimed at identifying business at risk and creating connections with community resources

**Certified Business Advisor**

*Small Business Development Center, WWU – Bellingham, WA* 2006 - 2009

Provided support for Chambers of Commerce, small cities and community groups to promote economic development and job creation throughout Whatcom County. Delivered a broad range of businesses counseling and analysis services to existing and emerging business. Specific deliverables included financial analysis, finance packages, business plans, marketing plans, management training, and policy development.

- Served as supervisor and independent study instructor for WWU undergraduate and graduate interns
- Developed and conducted seminars and training programs to support specialized program needs
- Advocated for small business, as a highly visible spokesperson for WWU at local business events, civic groups, governmental agencies and at regional / national meetings

**Business Research Analyst**

*Small Business Development Center, WWU – Bellingham, WA* 2005 - 2006

Researched and compiled business intelligence reports to assist clients in starting, stabilizing or growing their enterprises.

**Agency Services Coordinator**

*Opportunity Council – Bellingham, WA* 2004 - 2005

Provided strategic evaluation and pragmatic direction to optimize social enterprise performance.

**Business Manager / Fund Development**

*Lydia Place – Bellingham, WA* 2002 - 2004

Coordinated development of fundraising strategies. Responsible for accounting, payroll, and financial statement preparation

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**EDUCATION & CERTIFICATIONS**

**Certified Business Advisor**

Washington Small Business Development Centers, Washington State University – Spokane, WA

**Master of Business Administration**

Western Washington University – Bellingham, WA

**Bachelor of Arts in Accounting**

Western Washington University – Bellingham, WA



# Whatcom County

COUNTY COURTHOUSE  
311 Grand Avenue, Ste #105  
Bellingham, WA 98225-4038  
(360) 778-5010

## Agenda Bill Master Report

File Number: **AB2020-085**

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<b>File ID:</b>	AB2020-085	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	02/10/2020	<b>Entered by:</b>	JNixon@co.whatcom.wa.us		
<b>Department:</b>	Council Office	<b>File Type:</b>	Council Appointment		
<b>Assigned to:</b>	Council			<b>Final Action:</b>	
<b>Agenda Date:</b>	02/25/2020			<b>Enactment #:</b>	

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Primary Contact Email: jnixon@co.whatcom.wa.us

### **TITLE FOR AGENDA ITEM:**

Appointment to fill one Special District vacancy on the Consolidated Drainage Improvement District #31 Board of Supervisors, Supervisor Position 3 - applicant(s): Vernon Dykstra

### **SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:**

**SPECIAL DISTRICT APPOINTMENTS:** The Whatcom County Council makes appointments. Applicants must be property owners in the district and registered voters in the State of Washington. Terms expire and all positions will be subject to election at the special district general election of February 2022.

#### **DRAINAGE DISTRICTS**

Duties include field review of drainage needs, attending an annual meeting to determine the next year's work schedule and assessment levy, elect internal officers, and review, discuss, or act on any other official and district business. (RCW 85.06 and RCW 85.38.170 and .180)

#### **Consolidated Drainage Improvement District #31**

1 vacancy, Supervisor Position 3. Appointed term will expire at the special district general election of February 2022. District boundary encompasses the Johnson Creek and Bone Ditch watersheds and stretches from Massey Road to the Canadian Border, including the Pangborn Lake area and much of the cities of Everson, Nooksack and Sumas. Pangborn Creek, Squaw Creek, Heath Ditch, and Sumas Creek are the main tributary channels within the District.

**HISTORY OF LEGISLATIVE FILE**

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<b>Date:</b>	<b>Acting Body:</b>	<b>Action:</b>	<b>Sent To:</b>
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**Attachments:** Dykstra Application



**APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS**

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Vernon Dykstra Date: 2-10-2020  
Street Address: 9350 Swanson Rd  
City: Samas wa Zip Code: 98295  
Mailing Address (if different from street address): \_\_\_\_\_  
Day Telephone: 360-410-0048 Evening Telephone: Same Cell Phone: 360-410-0048  
E-mail address: jodykstra@hotmail.com

- Name of board or committee-please see reverse: CDID #3
- You must specify which position you are applying for. Please refer to vacancy list. Supervisor Pos #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
- Which Council district do you live in? \_\_\_\_\_ ( ) One ( ) Two ( ) Three ( ) Four ( ) Five
- Are you a US citizen? \_\_\_\_\_ ( ) yes ( ) no
- Are you registered to vote in Whatcom County? \_\_\_\_\_ ( ) yes ( ) no
- Have you ever been a member of this Board/Commission? \_\_\_\_\_ ( ) yes ( ) no  
If yes, dates: 2017 - 2-2020
- 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: \_\_\_\_\_
- Have you declared candidacy (as defined by RCW 42.17A.055, see instructions) for a paid elected office in any jurisdiction within the county? \_\_\_\_\_ ( ) yes ( ) no

You may attach a résumé or detailed summary of experience, qualifications, & interest in response to the following questions.

10. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education.  
Farmer

11. Please describe why you're interested in serving on this board or commission:  
Help with drainage in RID #31

References (please include daytime telephone number): Terry Lensen 360-815-2578

Signature of applicant: Vernon Dykstra

**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.**



# Whatcom County

COUNTY COURTHOUSE  
311 Grand Avenue, Ste #105  
Bellingham, WA 98225-4038  
(360) 778-5010

## Agenda Bill Master Report

File Number: **AB2020-078**

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<b>File ID:</b>	AB2020-078	<b>Version:</b>	1	<b>Status:</b>	Held in Council
<b>File Created:</b>	01/30/2020	<b>Entered by:</b>	JNixon@co.whatcom.wa.us		
<b>Department:</b>	Council Office	<b>File Type:</b>	Council Appointment		
<b>Assigned to:</b>	Council			<b>Final Action:</b>	
<b>Agenda Date:</b>	02/25/2020			<b>Enactment #:</b>	

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Primary Contact Email: jnixon@co.whatcom.wa.us

### TITLE FOR AGENDA ITEM:

Appointments to fill vacancy on the Birch Bay Watershed and Aquatic Resources management Advisory (BBWARM) Committee - Applicant: Jackie Bourgault (Council Acting as the Flood Control Zone District Board of Supervisors)

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

1 Vacancy, 4-year term. Applicants must live or own property within the district boundary or represent a rate payer from within the subzone so long as the representative of a rate payer is primarily employed by that rate payer at a site within the subzone. The BBWARM Committee assists and makes recommendations to the Flood Control Zone District Board of Supervisors regarding implementing the BBWARM District stormwater program. Committee members geographically represent a broad spectrum of stakeholders from within the BBWARM District boundaries. Meets monthly. Flood Control Zone District Board of Supervisors-appointed

### HISTORY OF LEGISLATIVE FILE

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<b>Date:</b>	<b>Acting Body:</b>	<b>Action:</b>	<b>Sent To:</b>
02/11/2020	Council	HELD IN COUNCIL	Council

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**Attachments:** Bourgault Application



# BBWARM: Jackie Bourgault

**Subject:** Online Form Submittal: Board and Commission Application  
**Date:** Thursday, January 30, 2020 9:58:21 AM

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## Board and Commission Application

### Step 1

Application for Appointment to Whatcom County Boards and Commissions

#### Public Statement

*THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the information provided will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.*

Title	Mrs.
First Name	Jackie
Last Name	Bourgault
Today's Date	1/30/2020
Street Address	1624 Main St
City	Lynden
Zip	98264
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	3605263346
Secondary Telephone	3603191078
Email Address	jackie.bourgault@bp.com

### Step 2

1. Name of Board or      Birch Bay Watershed and Aquatic Resources Management

Committee	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?	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?	Yes
If yes, please explain	I work at BP Cherry Point.
You may attach a resume or detailed summary of experience, qualifications, & interest in response to the following questions	<a href="#">2019 JBourgault Resume.pdf</a>



9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education

I'm a licensed professional civil engineer who has worked in Whatcom County for the last 15 years. I've worked mainly as an engineer in land development/land use and have specialized in stormwater/watershed modeling along with stormwater design. I currently work at BP Cherry Point Refinery in our Environmental department and am responsible for the site's stormwater program, air compliance as well as the site's land use permitting program.

10. Please describe why you're interested in serving on this board or commission

I would like to support the BBWARM Advisory Committee by looking at ways we can protect our drainage pathways utilizing innovative designs and a collaborative approach between the various stakeholders. I have a specific interest in water quality issues related to stormwater management and am eager to work with the committee on opportunities to make meaningful improvements in the area.

References (please include daytime telephone number):

Ken Taylor - (219) 370-3310, Pete Sim (360) 526-3878, Pam Brady (360) 371-1519

Signature of applicant: Jackie Bourgault

Place Signed / Submitted Blaine, WA

(Section Break)

Email not displaying correctly? [View it in your browser.](#)

# Jackie Bourgault, PE

*Civil Engineer*

1624 Main St., Lynden WA 98264 • 360.410.7276 • jackie.bourgault@bp.com•

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## Personal Statement

Professional Civil/Environmental Engineer with 15 years of experience managing various environmental and land development projects and programs. Proficient in engineering, project permitting, air, water, and soil regulatory compliance. A creative problem solver who maintains a strong work ethic, versatility in all areas of Environmental Engineering, excellent technical skills, trustworthy team member with strong people skills. Looking to pursue opportunities that provide challenging ways to grow and develop my career.

## Professional Experience

BP CHERRY POINT, Blaine, WA

08/2018 to Present

### *Land Use Engineer*

- ❖ Work with project teams to permit green and brown field projects through Whatcom County Planning and Public Works, Army Corp of Engineers, Washington State Department of Ecology and Washington Department of Fish and Wildlife.
- ❖ Ensure that development projects address site technical standards, permitting requirements and environmental constraints such as SEPA, wetlands, site contamination, Title V, and NPDES permit requirements.
- ❖ Provide environmental oversight of ongoing construction projects to help ensure compliance with various permit conditions.
- ❖ Assist in the development of the Refinery's overall permitting strategy.
- ❖ Provide on-call and emergency response services for the site's Incident Management Team.
- ❖ Provide day-to-day support for the Utilities unit.
- ❖ Track and assess ongoing regulatory developments.
- ❖ Maintain agency relationships to promote ongoing and future collaboration.
- ❖ Back-fill as needed as the Wastewater Engineer and Land Management Engineer.

BP CHERRY POINT, Blaine, WA

12/2014 - 08/2018

### *Environmental Engineer*

- ❖ Responsible for Cherry Point's Air Compliance Testing Program, Stormwater Program, and Land Development Permitting.
- ❖ Accountable for compliance with stationary sources, vapor recovery and indirect source permit requirements including New Source Performance Standards (NSPS).
- ❖ Lead interdepartmental coordination between planning, engineering, operations and third-party contractors to schedule, setup and test our sites combustion sources and continuous emissions monitors (CEMs). Coordination also includes testing at the regulation required conditions to ensure a safe, successful, timely and cost-effective stack test.
- ❖ Facilitate valuable collaboration between various stakeholders including operations and environmental during turnaround support coverage.
- ❖ Perform day-to-day environmental oversight of ongoing construction projects including construction dewatering, erosion control, NPDES compliance, spill prevention, and emergency response.
- ❖ Provide on-call and emergency response services for the site's Incident Management Team.
- ❖ Support day-to-day environmental needs for the Hydrocracker unit.

- ❖ Function as refinery liaison during agency inspections including, defending the refinery's position in the event of a dispute, implementing corrective actions as necessary and representing refinery interests to external stakeholders and agencies.
- ❖ Committed to a safe work environment as demonstrated during the Rail Logistics Project when a contractor was asked to stop work due to proximity of an excavator to power lines.
- ❖ Back-fill as needed as the Wastewater Engineer and Land Management Engineer.
- ❖ Developing a site constraints map in ArcGIS that displays the site's property, wetlands, drainage areas, below ground utilities, and MTCA sites.

CASCADE ENGINEERING GROUP, P.S., INC, Bellingham, WA

06/2010 to 12/2014

*Design Engineer/ Project Manager*

**Project Examples Include:** BP Cherry Point Rail Logistics Project, Ferndale Town Center, City of Sumas Water Comprehensive Plan, and various other subdivisions located in Whatcom County.

- ❖ Explored and evaluated many various engineering layout options for each project including design modeling, technical calculations/analysis, and site considerations as lead designer.
- ❖ Prepared the Stormwater Site Plan, Stormwater Design Report and Stormwater Pollution Prevention Plan for submittal to the associated agencies.
- ❖ Analyzed project's on-site stormwater runoff using Western Washington Hydrology Model and StormSHED.
- ❖ Preparation of permit applications including, SEPA Environmental Checklist, Land Disturbance Permit and Washington State Department of Ecology's Notice of Intent for a NPDES Permit.
- ❖ Conducted the CESCL site inspections, stormwater sampling, and preparation of the DMR reports for the Washington State Department of Ecology.
- ❖ Developed written engineering reports for submittal to associated regulatory agencies such as a Water System Plan including existing and future water system demands for submittal and acceptance by the Washington State Department of Health.

DAVID EVANS AND ASSOCIATES, INC, Portland, OR

05/2004 to 11/2010

*Design Engineer/ Project Manager*

**Projects:** WWU Lincoln Creek Transportation Center Creek Restoration, Bellingham International Airport Stormwater Management Master Plan Addendum, BP Cherry Point Non-Process Facilities (MSC), Birchpoint Watershed Modeling Project, and various other subdivisions located in Whatcom County.

- ❖ Explored and evaluated many various engineering layout options for each project including design modeling, technical calculations/analysis, and site considerations as lead designer.
- ❖ Prepared the Stormwater Site Plan, Stormwater Design Report and Stormwater Pollution Prevention Plan for submittal to the associated agencies.
- ❖ Collaborated in the preparation of the Port of Bellingham's stormwater master plan by modeling the runoff for existing and future development of their 900-acre Bellingham International Airport property.
- ❖ Coordinated design information between various engineering companies as project manager.

## Education

University of Washington, Seattle, WA

09/2001 - 03/2004

*Bachelor of Science in Civil and Environmental Engineering Degree*

Whatcom Community College, Bellingham, WA  
*Associate in Arts and Science*

09/1998 – 03/2001

**Certifications**

- ❖ Professional Engineering License, Washington State 10/2014
- ❖ Hazardous Material Emergency Response Technician 03/2015
- ❖ Certified Erosion and Sediment Control Lead (CESCL), Washington 10/2019
- ❖ Northwest Opacity Certification, EPA Method 9 03/2018



# Whatcom County

COUNTY COURTHOUSE  
311 Grand Avenue, Ste #105  
Bellingham, WA 98225-4038  
(360) 778-5010

## Agenda Bill Master Report

File Number: AB2020-090

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<b>File ID:</b>	AB2020-090	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	02/13/2020	<b>Entered by:</b>	SMildner@co.whatcom.wa.us		
<b>Department:</b>	County Executive's Office	<b>File Type:</b>	Executive Appointment		
<b>Assigned to:</b>	Council			<b>Final Action:</b>	
<b>Agenda Date:</b>	02/25/2020			<b>Enactment #:</b>	

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Primary Contact Email: smildner@co.whatcom.wa.us

### TITLE FOR AGENDA ITEM:

Request confirmation of the Executive's appointments of Diana Phair, Hadrian Starr and Marc Walker to the Whatcom County Housing Advisory Committee

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attached memorandum and applications

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### HISTORY OF LEGISLATIVE FILE

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Date:	Acting Body:	Action:	Sent To:
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**Attachments:** Staff Report, Applications



## Memorandum

**TO: COUNTY EXECUTIVE SATPAL SIDHU**

**FROM: CHRIS D'ONOFRIO & BARBARA JOHNSON-VINNA,  
HOUSING SPECIALISTS, WHATCOM CO. HEALTH DEPT.**

**DATE: 02/13/2020**

**RE: APPOINTMENT RECOMMENDATIONS FOR WHATCOM COUNTY  
HOUSING ADVISORY COMMITTEE (WCHAC)**

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The Whatcom County Housing Advisory Committee recommends the appointment of several new members to reflect expanded duties as required by Ordinance 2019-071, which established the Affordable and Supportive Housing Fund.

Diana Phair is the executive director of the Lummi Nation Housing Authority. She has 35 years of experience with housing service administration, and has overseen finance and development projects to expand access to safe housing for the Lummi Nation. Her background in housing services, development, and work on behalf of the Lummi Nation will be a valuable addition to the committee.

Hadrian Starr is a Certified Peer Counselor and member of a local Community Outreach Recovery Support (CORS) Team. Mx. Starr has also experienced homelessness in the past, most recently in 2015. This understanding of homelessness, mental illness, and work with low-income communities will add valuable perspective to the WCHAC.

Marc Walker is an experienced developer and owner of Walker/Parkland Apartments, MRW Ferndale, and Portal Way LLCs. He has overseen the development of many types of housing projects in Whatcom County and his understanding of development, finance, and the residential housing market will inform the committee's planning process as the committee's role expands with the new fund.



RECEIVED

DEC 26 2019

Diana R. Phair  
Executive Director  
Lummi Nation Housing Authority

WHATCOM COUNTY  
EXECUTIVE'S OFFICE

I am an enrolled member of the Lummi Nation, have been employed by the Lummi Nation Housing Authority for the past 35 years. I've experienced many roles in my tenure with the Lummi Housing Authority. Started out as the Collections Specialist/Accountant before switching roles and becoming the Executive Director in 1993. I have been involved in both the TDHE (Tribal Designated Housing Entity) and Tribal Housing Department arenas and have familiarity with dealing with the subtleties of both scenarios. During the 35 years of Indian Housing Management, I oversaw mutual help, low rent, construction, modernization, grants such as BIA-Housing Improvement, NAHASDA (Native American Housing Assistance self Determination Act) and most recently completed a HUD Title Vi Loan. In 2000 the Lummi Nation applied for Tax Credits with the Washington State Housing Finance Commission. Under my management we were successful in receiving the first Tribal Tax Credits in Washington State. I was selected to sit on the HUD Negotiation Rule Making Committee consisting of 24 individuals from Tribes across the United States. I served two terms on this committee that consisted of negotiating the Formula and Regulations of NAHASDA. The experience allowed me to see what all our Tribes face Nation wide when dealing with Housing issues. I currently sit on the NWIHA (Northwest Indian Housing Association) as the Secretary of this committee. The committee meets on a quarterly basis to discuss housing issues. The Association represents 42 tribes from WA, ID and Oregon and Lower Alaska. Most recently in May of 2019 at the National American Indian Council meeting in Denver, Co. I was awarded the 2019 Virginia Kizer Award in Recognition of Extraordinary Service and Dedication in American Indian Housing. It was a very humbling experience receiving this award in front of my colleagues.

I am interested in sitting on the Whatcom Co. Housing Advisory Committee to learn more about how we can partner with other agencies outside of our Tribal Departments. Lummi Housing recognizes that in order to better serve our people we need to search all the available resources in Whatcom County.



## 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.*

Title	Mrs.
First Name	Diana
Last Name	Phair
Today's Date	12/19/2019
Street Address	P.O. Box 2302
City	Ferndale
Zip	98248
Do you live in & are you registered to vote in Whatcom County?	Yes
Do you have a different mailing address?	<i>Field not completed.</i>
Primary Telephone	3603198836
Secondary Telephone	3603198836
Email Address	<a href="mailto:dianap@lha-lummi.com">dianap@lha-lummi.com</a>
1. Name of Board or Committee	<b>Housing Advisory Committee</b>
2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?	Yes
3. Which Council district do you live in?	District 2
4. Are you a US citizen?	Yes
5. Are you registered to vote in Whatcom County?	Yes



6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?	No
7. Have you ever been a member of this Board/Commission?	No
8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?	No
You may attach a resume or detailed summary of experience, qualifications, & interest in response to the following questions	<a href="#">Diana R phair for housing board.pdf</a> - attached
9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education	See attached letter
10. Please describe why you're interested in serving on this board or commission	See attached letter
References (please include daytime telephone number):	Donna Cultee, Chairman of the Lummi Nation Housing Authority - (360) 410-1714 John Plummer (360) 920-3888
Signature of applicant:	Diana R. Phair
Place Signed / Submitted	Bellingham, WA



## Application for Appointment to Whatcom County Boards and Commissions

### Public Statement

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Title	Mx.
First Name	Hadrian
Last Name	Starr
Today's Date	12/22/2019
Street Address	910 21st St., Apt. #204
City	BELLINGHAM
Zip	98225
Do you live in & are you registered to vote in Whatcom County?	Yes
Do you have a different mailing address?	<i>Field not completed.</i>
Primary Telephone	3605275749
Secondary Telephone	<i>Field not completed.</i>
Email Address	<a href="mailto:hadrian.starr@icloud.com">hadrian.starr@icloud.com</a>
1. Name of Board or Committee	<b>Housing Advisory Committee</b>
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 1
4. Are you a US citizen?	Yes

5. Are you registered to vote in Whatcom County?	Yes
6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?	No
7. Have you ever been a member of this Board/Commission?	No
8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?	Yes
If yes, please explain	I work for the behavioral health agency Compass Health, but will be attending all Housing Advisory Committee Meetings outside of work hours and as an individual, not as a representative of that agency.
You may attach a resume or detailed summary of experience, qualifications, & interest in response to the following questions	<i>Field not completed.</i>
9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education	*See Attached PDF Resume
10. Please describe why you're interested in serving on this board or commission	*See Attached PDF Resume
References (please include daytime telephone number):	Phil Tageant, Manager - Compass Health: 360-922-6574 Shannon Webb, Supervisor - Compass Health: 360-223-6643
Signature of applicant:	Hadrian Starr
Place Signed / Submitted	Bellingham, WA

# Hadrian Starr

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Address: 910 21<sup>st</sup> Street Apt. #204 | Bellingham, WA 98225

Phone: 360-527-5749 | Email: [hadrian.starr@icloud.com](mailto:hadrian.starr@icloud.com)

## Statement Of Interest

I am applying for the position of Homeless Advocate on the Housing Advisory Committee as I have personal experience of homelessness and housing instability in Whatcom County, where I have been a resident for 35 years. Between 1998 and 2015 I experienced repeated housing instability and homelessness 3 times.

Additionally, my line of employment as a behavioral health outreach peer counselor means I continue to work daily with homeless and low income individuals and am very familiar with the various systemic barriers and challenges that are faced by this population in regards to housing, as well as to other services. I believe I am well-qualified and well-positioned to speak to the needs of the homeless and low-income communities in relation to housing, and have a passion and desire to see improved outcomes for both.

## Relevant Occupation Experience

- **Compass Health - Community Outreach Recovery Support | 2017 – Present: Bellingham, Washington**  
Position: Certified Peer Counselor, CORS Outreach Team  
Responsibilities: Connect with homeless and low income individuals with mental health challenges to assist with accessing and navigating local resources for housing, medical and mental health care, and essential needs (laundry, showers, hygiene supplies). Provide consistent opportunities for homeless and low income individuals to connect through weekly outreaches at the following partner agencies and locations; Opportunity Council Housing Search Lab, Maple Alley Café & Inn, YWCA, 22 North, Dorothy Place, Lighthouse Mission Drop In Center & Agape Home. Provide support by request additionally to Catholic Community Services housing locations (Francis Place, Mt. Baker Apartments), Pioneer Human Services housing locations (CityGate, scattered site locations), and individuals in private apartments. Provide advocacy and assistance for the following: navigating applications and paperwork, at primary care and behavioral health appointments and meetings, housing related appointments and meetings, and mental health court. Facilitate classes and one-on-one training with individuals for the development of recovery and self-advocacy skills. Clinic keyholder.
- **Compass Health - Rainbow Recovery Center | 2016-2017: Bellingham, Washington**  
Position: Certified Peer Counselor  
Responsibilities: Connect with homeless individuals to assist in accessing local medical and mental health care, employment services, and essential needs (laundry, showers, hygiene supplies). Facilitate classes and one-on-one training with individuals for the development of recovery and self-advocacy skills. Recovery Center keyholder; executed opening and closing procedures.

## Education

\*Proof of Diploma & Degrees are available upon request

- **Whatcom Community College | Bellingham, Washington**  
Graduate - Associates In Liberal Studies Degree  
Graduate – Office Professional Certification
- **Nooksack Valley High School | Everson, Washington**  
Graduate – High School Diploma

## Certifications, Registrations, & Trainings

\*Proof of Certifications & Registrations are available upon request

- **Department of Health & Social Services | Washington State**
  - Agency Affiliated Counselor Registration
  - Certified Peer Counselor Certification
- **Department of Health & Social Services & Health Care Authority | Washington State**
  - Saying It Out Loud: Beyond The Binary Continuing Education Certification
  - Saying It Out Loud: Liberation & Illumination Continuing Education Certification
  - Saying It Out Loud: Transforming Lives One Connection at a Time Continuing Education Certification
- **Minnesota Center for Chemical & Mental Health Certifications | Minnesota**
  - Assessing & Managing Suicide Risk (AMSR)
  - Illness Management Recovery (IMR)
- **National Association of Social Workers (NASW) | Washington State Chapter**
  - Affirmative Mental Health Care for Transgender Clients Certification
  - Navigating Microaggressions & Other Cross Cultural Conflicts Certification
- **National Council for Behavioral Health | United States**
  - Mental Health First Aid USA Certification
- **National LGBT Health Education**
  - Achieving Health Equity for LGBT People Certification
  - Affirming LGBT People Through Effective Communication Certification
  - Behavioral Care for Lesbian, Gay, and Bisexual People Certification
  - Behavioral Health Integration for LGBT Patients Certification
  - Building Health Equity for LGBT People Certification
  - Caring For LGBT Older Adults Certification
  - Caring For LGBT Youth in Clinical Settings Certification
  - Improving Healthcare for Transgender People Certification

- LGBT Healthcare with Asian American Populations Certification
- Partner Abuse & Domestic Violence in LGBTQ Communities Certification
- PrEP for HIV Prevention Certification
- Providing Care for Addictions in the LGBT Community Certification
- Providing Inclusive & Affirmative Health Care Environments for LGBT People Certification
- Providing Quality Care to LGBT Patients Certification
- Reaching LGBT Communities & Engaging Them In Health Care Certification
- Structural Stigma & the Health of Lesbian, Gay, and Bisexual Populations Certification
  
- **North South Behavioral Health Organization & North Sound Tribes | Washington State**
  - Tribal Behavioral Health: Strength In Tradition CEU Certification
  - Tribal Behavioral Health: The Power To Heal – Cultural Traditions In Wellness CEU Certification
  
- **Relias Continuing Education Trainings & Certifications | North Carolina**
  - Advance Directives
  - Advocacy & Multicultural Care
  - Barriers to Recovery
  - Biopsychosocial Model of Addiction
  - Bloodborne Pathogens
  - Borderline Personality Disorder
  - Boundaries
  - Brief Interventions
  - Client/Patient Rights
  - Conflict Management
  - Cognitive Behavioral Therapy
  - Community Inclusion
  - Compassion Fatigue
  - Co-occurring Disorders
  - Crisis Management
  - Culture Centered Approaches to Recovery
  - Cultural Diversity
  - Cultural Issues In Treatment
  - De-escalating Hostile Individuals
  - Domestic & Intimate Partner Violence
  - Empathy: Building Alliances
  - Grief & Loss
  - Groundwork for Multicultural Care
  - Harm Reduction Intervention
  - HIPPA Compliance
  - Infusion of Culturally Responsive Practices
  - Integrated Crisis Response
  - Intentional Peer Support
  - Introduction to Case Management
  - Management of Aggressive Behaviors (MOAB)

- Mandatory Reporting
  - Motivational Interviewing
  - Motivational Interviewing – Advanced Strategies
  - Peer Support
  - Person-Centered Planning
  - Post-Traumatic Stress Disorder
  - Practical Diversity
  - Recovery & Severe Mental Illness
  - Relapse Prevention: Cultural Issues
  - Responding to Escalated Individuals
  - Safety In The Field
  - Safety & Violence Prevention
  - Self-Advocacy & Recovery
  - Stress Management
  - Suicide Prevention
  - Therapeutic Boundaries
  - Trauma Disorders In Adults
  - Trauma Informed Care
  - Trauma Informed Clinical Best Practices
  - Understanding Recovery
  - Working Effectively With Gender & Sexual Minorities
  - Working in the Community: Youth
  - Working in the Community: Adults
  - Working with Individuals In Early Recovery
  - Working With The Homeless
- **Washington Mental Health Counselors Association (WMHCA) Certifications | Washington State**
    - Gender Odyssey Professional Continuation Education
  - **Whatcom County Health Department | Washington State**
    - Hoarding Disorder Training

### Volunteer Work

- **7 Cups Of Tea | Global – Online Company**  
Responsibilities: Trained active listener, provides free trauma-informed support to individuals seeking mental health advocacy and assistance during times of crisis.
- **Compass Health Rainbow Recovery Center for Mental Health | Bellingham, Washington**  
Responsibilities: Reception, data entry, kitchen staff, cleaning staff, assist with class activities and class preparation. Completed and received Wellness Recovery Action Plan Seminar Certificate and Peer Advocate Training Certificate.



RECEIVED

ruo browne  
Barry Buchanan  
Tyler Byrd  
Todd Donovan  
Carol Frazey  
Satpal Sidhu

FEB 07 2020

WHATCOM COUNTY EXECUTIVE'S OFFICE

APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Marc Walker Date: 2/7/2020  
Street Address: 371 Shallow Shore Rd  
City: Bellingham Zip Code: 98229  
Mailing Address (if different from street address): P.O. Box 998 Bellingham WA 98227  
Day Telephone: 360 510 1917 Evening Telephone: 360 510 1917 Cell Phone: 360 510 1917  
E-mail address: marc.walker@comcast.net

1. Name of board or committee-please see reverse: Housing Advisory Committee  
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? ( ) One ( ) Two (x) 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  
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? (x) yes ( ) no  
If yes, please explain: Own apartments, warehouses, and a retail center in Whatcom County

9. Have you declared candidacy (as defined by RCW 42.17A.055, see instructions) for a paid elected office in any jurisdiction within the county? ( ) yes (x) no

You may attach a résumé or detailed summary of experience, qualifications, & interest in response to the following questions.

10. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education.  
See attached

11. Please describe why you're interested in serving on this board or commission: I develop property, own apartments and think I can bring a unique perspective to the committee.

References (please include daytime telephone number): Tyler Byrd 360 778 5021

Signature of applicant: [Signature]

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.



**Marc R. Walker**  
371 Shallow Shore Road  
Bellingham, WA 98229

**Work Experience**

1999 – Present	Owner – Walker/Parkland Apartments LLC, MRW Ferndale LLC, Portal Way LLC
1991 - 2015	President - Walker Corporation Bellingham, WA
2003 – 2008	Consultant – SMW LLC Bellingham, WA
1989 - 1991	Construction Manager - Trillium Corporation Bellingham, WA
1986 - 1989	Project Manager/Estimator - MB Construction (Merit Baugh), Redmond, WA
1983 - 1986	Project Manager/Estimator - Hazen & Clark, Inc. Spokane, WA
1976 - 1983	Construction Worker - Hazen & Clark, Inc. Spokane, WA

**Education**

B.S. Construction Management (Cum Laude) - University of Washington

B.A. Business (Cum Laude) - University of Washington

**Projects Completed**

Phil Mattson Music School Spokane, WA	Maintenance Building Lakeside S & G Issaquah, WA
Skywalk - Bon Marche Spokane, WA	Shurgard Self Storage Dravus Street Seattle, WA
Remodel Bon Marche 5th Floor Spokane, WA	Millcreek Distribution Center Kent, WA
Westpark Building A Redmond, WA	Northward Building B Kent, WA
Finkbeiner Office Building Bellevue, WA	O'Brien Commerce Center Kent, WA

**Marc Walker**

Page 2

Sigma Chi Remodel  
Seattle, WA

Caitac Jean Plant  
Bellingham, WA

Pacific Storage  
Bellingham, WA

Pacific Trail Estates Phase I-A  
12 unit Planned Development  
Bellingham, WA

Fairhaven Office Building  
7000 sf office  
Bellingham, WA

The Willows  
8 Unit Condominium  
Bellingham, WA

Parkland Apartments  
40 Unit Apartment  
Bellingham, WA

Brookmoor Condominiums  
18 Units  
Bellingham, WA

N. W. Pathology Lab  
Bellingham, WA

Walker Storage  
36,000 sf Warehousing  
Ferndale, WA

Ferndale Crossing  
28,000 sf Retail Center  
Ferndale, WA

Parking Foundation Pike & Boren  
Seattle, WA

Armitage Island Underwater Utilities  
Armitage Island, WA

Evergreen Plat  
9 Duplex Lots  
Bellingham, WA

AAM Joint Venture  
6 Single Family Lots  
Bellingham, WA

Walker Office Building  
2,800 sf office  
Bellingham, WA

Mt. View Professional Center  
7,250 sf Office/Dental Facility  
Ferndale, WA

Marietta 77 Acre  
15 Lot Subdivision  
Bellingham, WA

Covington Crest  
24 Lot Subdivision  
Bellingham, WA

Pence Ave. 40 Acres  
12 Lot Subdivision  
Bellingham, WA

Cruisin Coffee  
Ferndale, WA



# Whatcom County

COUNTY COURTHOUSE  
311 Grand Avenue, Ste #105  
Bellingham, WA 98225-4038  
(360) 778-5010

## Agenda Bill Master Report

File Number: AB2020-092

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<b>File ID:</b>	AB2020-092	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	02/18/2020	<b>Entered by:</b>	SMurdoch@co.whatcom.wa.us		
<b>Department:</b>	Health Department	<b>File Type:</b>	Ordinance		
<b>Assigned to:</b>	Council			<b>Final Action:</b>	
<b>Agenda Date:</b>	02/25/2020			<b>Enactment #:</b>	

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Primary Contact Email: [adeacon@co.whatcom.wa.us](mailto:adeacon@co.whatcom.wa.us)

### **TITLE FOR AGENDA ITEM:**

Ordinance amending Whatcom County Code (WCC) 2.150, Whatcom County Veterans' Advisory Board, and WCC 2.152, Veterans' Assistance Program

### **SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:**

Proposed changes to Whatcom County Codes 2.150 and 2.152 to reflect the definition of the term "veteran," and to properly place in the county code the eligibility guidelines for veterans who are indigent.

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### **HISTORY OF LEGISLATIVE FILE**

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<b>Date:</b>	<b>Acting Body:</b>	<b>Action:</b>	<b>Sent To:</b>
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**Attachments:** Staff Memo, Ordinance



## Memorandum

**TO: SATPAL SIDHU, COUNTY EXECUTIVE**

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

**DATE:** 1/17/2020

**RE: Ordinance amending county codes regarding the Veterans program and advisory board**

---

### Background and Purpose

During the February 25<sup>th</sup> meeting of the County Council's Finance and Administrative Services Committee, an ordinance will be introduced to amend County Code, Chapter 2.150 (Whatcom County Veterans' Advisory Board) and County Code, Chapter 2.152 (Veterans' Assistance Program). The proposed amendments seek to update both codes to reflect enhancements made to the county's Veterans' program, and to insert definitions used for the program as well as eligibility status.

The proposed amendments to County Code 2.150 intend to remove all references to the definition of "indigent" in order to place the verbiage more appropriately in County Code 2.152, which addresses eligibility for financial assistance from the Veterans Assistance Fund. The definition of "veteran" has been incorporated into the code, and "person-first" language has also been substituted for previous language to demonstrate respect for our Veterans who should not be defined by their economic status, but rather as people first.

The proposed amendments to County Code 2.152 intend to acknowledge the expanded services that our Veterans' Program has added. The definition of "Veteran" has been included to follow state RCWs, and to ensure consistency in who the program serves.



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

**AMENDING WHATCOM COUNTY CODE 2.150, WHATCOM COUNTY VETERANS' ADVISORY BOARD, AND CHAPTER 2.152, VETERANS' ASSISTANCE PROGRAM**

**WHEREAS**, Whatcom County Code Chapter 2.150 directs the Whatcom County Veterans' Advisory Board and Chapter 2.152 directs the Whatcom County Veterans' Assistance Program; and

**WHEREAS**, Whatcom County Code Chapters 2.150 and 2.152 need to include a definition of "Veteran"; and

**WHEREAS**, other technical corrections to Chapters 2.150 and 2.152 are needed to update the Veterans program and appropriately place the eligibility criteria for "indigence".

**NOW, THEREFORE, BE IT ORDAINED** by the Whatcom County Council that Whatcom County Code Chapters 2.150 and 2.152 shall be amended to include the term "Veteran" as defined in RCW 73.08.005 and RCW 41.04.005.

**BE IT FINALLY ORDAINED** that technical corrections to Chapters 2.150 as outlined in Exhibit A, and 2.152 as outlined in Exhibit B, be incorporated to update program components and address eligibility status.

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2020.

ATTEST:

WHATCOM COUNTY COUNCIL  
WHATCOM COUNTY, WASHINGTON

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

\_\_\_\_\_  
Barry Buchanan, Council Chair

APPROVED AS TO FORM:

WHATCOM COUNTY EXECUTIVE  
WHATCOM COUNTY, WASHINGTON

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

\_\_\_\_\_  
Satpal Sidhu, County Executive

( ) Approved ( ) Denied

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

1 **EXHIBIT A**

2 **Chapter 2.150**

3 **WHATCOM COUNTY VETERANS’ ADVISORY**  
4 **BOARD**

5 Sections:

6 **2.150.010 Established.**

7 **2.150.020 Purpose.**

8 ~~**2.150.025 Indigent.**~~

9 **2.150.030 Qualifications.**

10 **2.150.040 Appointment and membership.**

11 **2.150.050 Compensation.**

12  
13  
14 **2.150.010 Established.**

15 There is hereby established the Whatcom County veterans’ advisory board. (Ord. 2006-025 Exh. A).

16  
17 **2.150.020 Purpose.**

18 The board is created pursuant to RCW [73.08.035](#) to advise the county council on the needs of local  
19 ~~indigent~~ veterans, the resources available to local ~~indigent~~ veterans, and programs that could benefit  
20 the needs of local ~~indigent~~ veterans and their families. The county council and county executive shall  
21 consult with and solicit recommendations from the advisory board to determine the appropriate  
22 services needed for local ~~indigent~~ veterans. (Ord. 2006-025 Exh. A).

23 ~~**2.150.025 Indigent.**~~

24 ~~“Indigent” means a person who is:~~

25 ~~A. Receiving one of the following types of public assistance: temporary assistance for needy families,~~  
26 ~~general assistance, poverty-related veteran’s benefits, food stamps or food stamp benefits transferred~~  
27 ~~electronically, refugee resettlement benefits, Medicaid or supplemental security income;~~

28  
29 ~~B. Receiving an annual income, after taxes, of 150 percent or less of the current federally established~~  
30 ~~poverty level; or~~

31  
32 ~~C. Determined by Whatcom County to be unable to pay reasonable costs for shelter, food, utilities, and~~  
33 ~~transportation because his or her available funds are insufficient. (Ord. 2008-021).~~

34  
35  
36 **2.150.030 Qualifications.**

37 Only veterans who are residents of Whatcom County are eligible to serve as board members. [Veteran](#)  
38 [status is defined per RCW 73.08.005 or RCW 41.04.005.](#) No fewer than a number constituting a  
39 majority of the board members shall be members from nationally recognized veterans’ service  
40 organizations. The county council and county executive shall solicit representatives from either local

1 branches of nationally recognized veterans' service organizations or the veterans' community at large  
2 to serve on the board. (Ord. 2006-025 Exh. A)

3  
4 **2.150.040 Appointment and membership.**

5 Members of the board shall be appointed by the county executive and confirmed by the county council.  
6 The board shall consist of up to nine members, appointed to terms of four years. A majority of that  
7 number of potential members must be present at any meeting to constitute a quorum for purposes of  
8 conducting business. Members may be reappointed and confirmed in the same manner as provided  
9 herein for initial appointment. (Ord. 2006-025 Exh. A).

10  
11 **2.150.050 Compensation.**

12 Service on the board is voluntary. The county council may provide for reimbursement to board  
13 members for appropriate qualified expenses, consistent with county procedures and policies for such  
14 reimbursement. (Ord. 2006-025 Exh. A).  
15

1 **EXHIBIT B**  
2 **Chapter 2.152**

3 **VETERANS' ASSISTANCE PROGRAM**

4 Sections:

- 5 [2.152.010 Veterans' assistance program established.](#)  
6 [2.152.020 Program funding.](#)  
7 [2.152.030 Administration.](#)  
8 [2.152.040 Veterans' advisory board.](#)  
9 [2.152.050 Programs and services.](#)  
10 [2.152.060 Program policies.](#)  
11 [2.152.070 Indigent status and determination.](#)  
12 [2.152.080 ~~Effective date.~~Veteran Status and determination](#)  
13 [2.152.090 Effective Date](#)  
14 [2.152.099 100 Severability.](#)

15  
16 **2.152.010 Veterans' assistance program established.**

17 Pursuant to RCW [73.08.010](#) a Whatcom County veterans' assistance program is hereby established  
18 for the purpose of developing, implementing and administering a comprehensive system of services to  
19 aid Whatcom County veterans. Programs and services shall include those that meet identified basic  
20 needs for individuals, as well as community programs that benefit veterans and their families. (Ord.  
21 2011-033 Exh. A).

22  
23 **2.152.020 Program funding.**

24 The resources of the veterans' assistance fund, authorized by RCW [73.08.080](#), will provide support for  
25 ~~the~~ programs and services delivered to Whatcom County ~~indigent~~ veterans [.who are indigent](#). Funding  
26 from other sources may also support the veterans' assistance program and may be used to provide  
27 services to ~~nonindigent~~ Whatcom County veterans [who are not indigent](#) as allowed by state law. (Ord.  
28 2011-033 Exh. A).

29  
30 **2.152.030 Administration.**

31 The health department shall administer the veterans' assistance program under the authority of the  
32 county executive. The health department shall establish appropriate services to be delivered under this  
33 program with recommendations from the veterans' advisory board pursuant to Chapter [2.150](#) WCC.  
34 (Ord. 2011-033 Exh. A).

35  
36 **2.152.040 Veterans' advisory board.**

37 The health department shall provide staff to the veterans' advisory board and shall solicit  
38 recommendations from the board on appropriate services for local veterans. (Ord. 2011-033 Exh. A).



1 **2.152.050 Programs and services.**

2 ~~A.~~ Programs and services delivered to eligible veterans ~~by~~under funded by the veterans'  
3 assistance program will include, but is not limited to the following ~~components~~:

- 4 1. ~~A.~~ Individual financial assistance on a temporary basis to help meet basic needs.
- 5 2. ~~B.~~ Housing eviction prevention assistance.
- 6 3. ~~C.~~ Housing assistance for homeless veterans.
- 7 4. ~~D.~~ B Behavioral health services that are not paid for by other sources.
- 8 5. ~~E.~~ Legal assistance for help in securing non-VA federal benefits, proof of identity,  
9 and assistance with noncriminal matters.
- 10 6. ~~F.~~ Social and support services that aid a successful return to the community after active duty.
- 11 7. ~~G.~~ Re-entry services to locally incarcerated veterans to assist with successful return to  
12 the community and connection to supportive services.
- 13 8. ~~H.~~ Case management services that include helping veterans navigate the social  
14 services system and connect to effective programs and services.
- 15 9. ~~I.~~ Training opportunities for veterans and community professionals working with  
16 veterans.
- 17 10. ~~J.~~ Burial assistance as defined in RCW 73.08.070.
- 18 11. Veteran Service Officer (VSO) assistance with filing Veterans Administration (VA)  
19 claims, pensions, access to VA healthcare and VSO services.
- 20 12. Information, referrals and assistance for veterans and their families.
- 21 13. Veteran navigator hub services to connect veterans with Whatcom County veteran  
22 community.
- 23 14. Other veterans' services as approved by the county executive. (Ord. 2011-033 Exh. A).  
24 ~~K. Other veterans' services as approved by the county executive. (Ord. 2011-033 Exh. A).~~

25  
26 **2.152.060 Program policies.**

27 Policies for administering the veterans' assistance program shall be established by the health  
28 department with recommendations from the veterans' advisory board and approval of the county  
29 executive. Changes to these policies will require approval from the county executive.

30  
31 Policies will outline program eligibility, access to program services, program staffing, assistance  
32 limitations, fraud and abuse, and quality control measures. An appeal process for denials of service  
33 also will be addressed in policy and will give final review authority to the health department director.  
34 (Ord. 2011-033 Exh. A).

1 **2.152.070 Indigent status and determination.**

2 Pursuant to RCW [73.08.005](#) and ~~Chapter [2.150 WCC](#)~~, assistance to individual veterans supported by  
3 the veterans' assistance fund must meet one of three statutory criteria for indigent status. Any  
4 subsequent changes to the definition of "indigent" in statute shall be reflected in this policy after  
5 approval from the county executive and the county council. (Ord. 2011-033 Exh. A).

6  
7 **[2.152.080 Veteran status and determination.](#)**

8 [Veterans shall be defined pursuant to RCW 73.08.005 or RCW 41.04.005. Veterans who are eligible for](#)  
9 [direct financial assistance from the Veterans Assistance Fund must meet criteria for indigence.](#)

10  
11 **2.152.0980 Effective date.**

12 This chapter shall take effect on ~~[March 1, 2020](#)~~[September 1, 2014](#). (Ord. 2011-033 Exh. A).

13  
14 **2.152.090 100 Severability.**

15 If any provision of this chapter or its application to any person or circumstance is held invalid, the  
16 remainder of this chapter or the application of the provisions to other persons or circumstances is not  
17 affected. (Ord. 2011-033 Exh. A).

18



# Whatcom County

COUNTY COURTHOUSE  
311 Grand Avenue, Ste #105  
Bellingham, WA 98225-4038  
(360) 778-5010

## Agenda Bill Master Report

File Number: **AB2020-086**

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<b>File ID:</b>	AB2020-086	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	02/11/2020	<b>Entered by:</b>	AHester@co.whatcom.wa.us		
<b>Department:</b>	Public Works Department	<b>File Type:</b>	Ordinance Requiring a Public Hearing		
<b>Assigned to:</b>	Council	<b>Final Action:</b>			
<b>Agenda Date:</b>	02/25/2020	<b>Enactment #:</b>			

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Primary Contact Email: Sdraper@co.whatcom.wa.us

### TITLE FOR AGENDA ITEM:

Ordinance granting Cellco Partnership d/b/a Verizon Wireless, a non-exclusive franchise for the provision of wireless telecommunications services

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

RCW 36.55.040, Whatcom County Charter Section 9.30, and Whatcom County Code 12.24 provides for the granting of franchises to public and private utility companies for use of County Rights-of-Way. This is a new franchise allowing for the use and presence in County Rights-of-Way to allow for the provision of wireless telecommunications services

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### HISTORY OF LEGISLATIVE FILE

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Date:	Acting Body:	Action:	Sent To:
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**Attachments:** Staff Memo, Proposed Ordinance



## MEMORANDUM

**TO:** The Honorable Satpal Singh Sidhu, County Executive,  
Honorable Members of the Whatcom County Council

**THROUGH:** Jon Hutchings, Director *JH*

**FROM:** Andrew Hester, Public Works Real Estate Coordinator *AH*

**RE:** Franchise for Cellco Partnership d/b/a Verizon Wireless

**DATE:** February 11, 2020

---

▪ **Requested Action**

Adopt an ordinance that grants a franchise to Cellco Partnership d/b/a Verizon Wireless, allowing it to use and be present in County Rights of Way for the installation, maintenance, operation, repair, modification, replacement, and/or removal of such small wireless facilities for the provision of wireless telecommunications services per the terms of the franchise agreement, under RCW 36.55 and § 9.30 of the Home Rule Charter.

▪ **Background and Purpose**

Cellco Partnership d/b/a Verizon Wireless, has applied for a new franchise agreement for the purposes of utilizing County rights of way to provide wireless telecommunications services.

Please contact Chris Quinn at extension 5729 if you have any questions or concerns regarding the terms of this agreement.

Encl.

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

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

**GRANTING CELLCO PARTNERSHIP d/b/a Verizon Wireless, A NON-EXCLUSIVE FRANCHISE FOR THE PROVISION OF WIRELESS TELECOMMUNICATIONS SERVICES**

WHEREAS, Cellco Partnership d/b/a Verizon Wireless ("Grantee") has applied to Whatcom County ("County") for a non-exclusive franchise for the right of entry, use, and occupation of the public Rights-of-Way within the County for the installation, maintenance, operation, repair, modification, replacement, and/or removal of such Small Wireless Facilities for the provision of telecommunications services; and

WHEREAS, RCW 36.55.010, Whatcom County Charter Section 9.30, and Whatcom County Code Chapter 12.24 address the requirements pertaining to the granting of franchises by the County; and

WHEREAS, said application has come on regularly to be heard by the County Council on the \_\_\_\_ day of \_\_\_\_\_, 2020, and notice of this hearing has been duly published on the \_\_\_\_ day of \_\_\_\_\_, 2020, and the \_\_\_\_ day of \_\_\_\_\_, 2020, in the Bellingham Herald, a daily newspaper published in Whatcom County having county-wide circulation; and

WHEREAS, from information presented at such public hearing, and from facts and circumstances developed or discovered through independent study and investigation, the County Council now deems it appropriate and in the best interest of the County and its inhabitants that a franchise be granted to Grantee.

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that a non-exclusive franchise set forth in the language herein below, Sections 1 through 24, is hereby granted to Cellco Partnership d/b/a Verizon Wireless for a period of 10 years

**Section 1. Grant of Franchise Right to Use Franchise Area.**

A. Subject to the terms and conditions stated herein, County hereby grants to Grantee a franchise as set forth in this Ordinance (this "Franchise"), including permission to enter, use, and occupy all Rights-of-Way within unincorporated Whatcom County as now or hereafter constituted (the "Franchise Area") for purposes of deploying Small Cell Facilities (as defined below) for the purpose of providing wireless telecommunications services, in, under, on, across, over, through, along or below the public Rights-of-Way within the County.

B. The County hereby grants to Grantee, its heirs, successors, legal representatives, and assigns, subject to the terms and conditions hereinafter set forth, the right, privilege, and authority to construct, repair, install, operate, maintain, restore, replace, acquire, sell, lease its Small Cell Facilities within the Rights-of-Way of the County.

C. This Franchise does not authorize the use of the Franchise Area for any facilities or services other than Grantee Facilities and Grantee Services as provided herein, and it extends no right or privilege relative to any facilities or services of any type, including Grantee Facilities and Grantee Services, on private property within County.

D. This Franchise does not grant Grantee the right to install and operate wires and facilities to provide wireline broadband transmission services, whether provided by a third-party provider, Grantee, or a corporate affiliate of Grantee. Any entity that provides such wireline broadband transmission services must have an independent franchise to use Whatcom County rights of way outside this Franchise. Further, this Franchise does not grant the right to offer cable internet services or Cable Services as those terms are defined in 47 U.S.C. § 522(6) by wireline transmission.

D. This Franchise is non-exclusive and does not prohibit County from entering into other agreements, including other franchises, impacting the Franchise Area, provided such agreements do not interfere with Grantee's rights set forth herein.

E. Except as explicitly set forth herein, this Franchise does not waive any rights that County has or may hereafter acquire with respect to the Franchise Area or any other County roads, Rights-of-Way, property, or any portions thereof. This Franchise shall be subject to the power of eminent domain, and in any proceeding under eminent domain, Grantee acknowledges its use of the Franchise Area shall have no value.

F. County reserves the right to change, regrade, relocate, abandon, or vacate any Right-of-Way within the Franchise Area, subject to the terms hereunder with regard to relocation of Grantee Facilities. If, at any time during the term of this Franchise, County abandons or vacates any portion of the Franchise Area containing Grantee Facilities, County shall reserve an easement for public utilities within that vacated portion within which Grantee may continue to operate any existing Grantee Facilities under the terms of this Franchise for the remaining period set forth under Section 3.

G. Grantee agrees that its use of Franchise Area shall at all times be subordinate and subject to County's and the public's need for municipal infrastructure, travel, and access to the Franchise Area, except as may be otherwise required by law.

## **Section 2. Notices.**

A. Written notices to the parties shall be personally delivered, sent by certified

mail, return receipt requested, or by a nationally recognized overnight courier, to the following addresses, unless a different address shall be designated in writing and delivered to the other party. If such notice, demand or other communication shall be served personally, service shall be conclusively deemed made at the time of such personal service. If such notice, demand or other communication is given by overnight delivery, it shall be conclusively deemed given the day after it was sent to the party to whom such notice, demand or other communication is to be given. If such notice, demand or other communication is given by mail, it shall be conclusively deemed given three (3) days after it was deposited in the United States mail addressed to the party to whom such notice, demand or other communication is to be given.

County: County Executive  
Whatcom County Courthouse  
311 Grand Ave., Suite 108  
Bellingham, WA 98225

Grantee: Cellco Partnership  
d/b/a Verizon Wireless  
Attn: Network Real Estate  
180 Washington Valley Road  
Bedminster, New Jersey 07921

With a copy to:  
Cellco Partnership  
d/b/a Verizon Wireless  
Attn: West Area General Counsel  
15505 Sand Canyon Ave.  
Irvine, CA 92618

B. Any changes to the Grantee's information shall be sent to County's Public Works Director referencing the title of this agreement.

C. The Grantee's voice number, 1-800-264-6620, shall be staffed 24 hours a day, 7 days a week.

**Section 3. Term of Franchise.**

A. This Franchise shall run for a period of 10 years from the date of execution specified in Section 5.

B. If the parties fail to formally renew this Franchise prior to the expiration of its term or any extension thereof, the obligations and privileges of this Franchise shall nonetheless

continue in full force and effect until renewed or otherwise terminated by either party through written notice to that effect.

#### **Section 4. Definitions.**

For the purpose of this Franchise:

"Affiliate" means, with respect to any Person, any other Person controlling, controlled by or under common control with such Person. For purposes of this definition, the term "control" (including the correlative meanings of the terms "controlled by" and "under common control with"), as used with respect to any Person, means the possession, directly or indirectly, of the power to direct, or cause the direction of, the management policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

"Antenna" means an apparatus designed for the purpose of emitting radiofrequency (RF) radiation, to be operated or operating from a fixed location pursuant to Federal Communication Commission authorization, for the provision of personal wireless service and any commingled information services. For purposes of this definition, the term antenna does not include an unintentional radiator, mobile station, or device authorized under federal law.

"Antenna Equipment" means equipment, switches, wiring, cabling, power sources, shelters or cabinets associated with an Antenna, located at the same fixed location as the Antenna, and, when collocated on a structure, is mounted or installed at the same time as such Antenna.

"Emergency" means a condition of imminent danger to the health, safety and welfare of persons or property located within County including, without limitation, damage to persons or property from natural consequences, such as storms, earthquakes, riots, acts of terrorism or wars.

"Existing Utility Poles" means any pole(s) that is installed before the Effective Date and is owned and/or leased by the County or a third party.

"Laws" means any and all applicable statutes, constitutions, charters, ordinances, resolutions, regulations, judicial decisions, rules, tariffs, franchises, administrative orders, certificates, orders, or other requirements of the County or other governmental or judicial authority having the force and effect of law that determines the legal standing of a matter relating to the parties and/or this Agreement.

"Maintenance" or "Maintain" means examining, testing, inspecting, repairing, maintaining, upgrading, removing and replacing the existing Grantee Facilities or any part thereof as required and necessary for safe operation.

"Network" means the telecommunication network installed and managed by the Grantee to serve wireless carrier customers.



“Person” means any individual, sole proprietorship, partnership, association, corporation or other form of organization authorized to do business in the State of Washington, and includes any natural person.

“Personal Wireless Service Facility” means an Antenna facility, Antenna Equipment, or a structure that is used for the provision of personal wireless service, whether such service is provided on a stand-alone basis or commingled with other wireless communications services.

“Relocation” means permanent movement of Grantee Facilities required by County, and not temporary or incidental movement of such facilities, or other revisions Grantee would accomplish and charge to third parties without regard to municipal request. Any Relocation shall be governed by Section 11 of this Franchise.

“Right-of-Way” (pluralized as “Rights-of-Way”) means the surface and the space above and below streets, roadways, highways, avenues, courts, lanes, alleys, sidewalks, easements, rights-of-way and similar public properties and areas now or hereafter held by, or over which, the County exercises any rights of management control, but only to the extent of County’s right, title, interest or authority to grant a license or franchise to occupy and the same for Small Wireless Facilities. Rights of Way for the purpose of this Franchise do not include buildings, other County-owned physical facilities, parks, conduits, fixtures, real property or property rights owned by County, or similar facilities or property owned by or leased to County.

“Small Wireless Facilities” or “Small Cell Facilities” or “Grantee Facilities” as used herein shall mean Personal Wireless Service Facilities (as defined above) that meet each of the following conditions:

(1) The facilities -

(i) Are mounted on structures 50 feet or less in height including their Antennas as defined in § 1.1320(d); or

(ii) Are mounted on structures no more than 10 percent taller than other adjacent structures; or

(iii) Do not extend existing structures on which they are located to a height of more than 50 feet or by more than 10 percent, whichever is greater;

(2) Each antenna associated with the deployment, excluding associated antenna equipment, is no more than three cubic feet in volume;

(3) All other wireless equipment associated with the structure, including the wireless equipment associated with the antenna and any pre-existing associated equipment on the structure, is no more than 28 cubic feet in volume;

- (4) The facilities do not require antenna structure registration under federal law;
- (5) The facilities are not located on Tribal lands, as defined under federal law; and
- (6) The facilities do not result in human exposure to radiofrequency radiation in excess of the applicable safety standards specified in 47 Code of Federal Regulations § 1.1307(b);

“State” means the State of Washington.

**Section 5. Acceptance of Franchise.**

A. This Franchise, and any rights granted hereunder, shall not become effective for any purpose unless and until Grantee files with the Whatcom County Council the Statement of Acceptance, attached hereto as Exhibit A (the “Franchise Acceptance”). The date that the Franchise Acceptance is filed with the County Council shall be the effective date of this Franchise.

B. Should Grantee fail to file the Franchise Acceptance with the County Council within 30 days after the effective date of this ordinance, the Franchise will automatically terminate and shall be null and void.

**Section 6. Construction, Permits, Restoration, Maintenance, and Installation.**

A. Prior to doing any work within the Right-of-Way, including initial installation of Facilities under this Franchise Agreement, the Grantee must apply for, and obtain, all appropriate permits from the appropriate jurisdiction(s), including County. Grantee shall submit plans to the County showing the proposed Facilities and existing utilities, including full drawings. Subsequent to installation, Grantee shall submit time and date stamped photographs of the installed Facilities including but not limited to all appliances, utility cabinets, and/or other devices.

B. If the County Engineer reasonably determines that any work done by Grantee is not in compliance with applicable law or then-current installation standards, then County shall provide Grantee thirty (30) days’ notice to cure any such deficiency. If, after such thirty (30) day period, Grantee fails to cure the deficiency, then County reserves the right to remove and/or repair any work done by Grantee or its contractors and the reasonable cost thereof, including the cost of inspection and supervision, shall be paid by the Grantee.

C. Within ninety (90) days following the surrender or termination of this Agreement, Grantee agrees to remove its Facilities from County’s Rights of Way and leave the same in as good of condition as it existed prior to installation of the Facilities. Any Facilities left in the Rights-of-way more than ninety (90) days following such surrender or termination of this

Agreement shall be deemed abandoned by Franchisee. The County reserves the right, after providing at least thirty (30) days' prior written notice to Grantee, to remove Equipment abandoned by Grantee or its contractors following such surrender or termination and do whatever work is necessary to return the location to such required surrender condition (and which work has not been completed by or on behalf of Franchisee upon the expiration of such 30-day notice period). The reasonable cost thereof, including the cost of inspection and supervision, shall be paid by the Grantee.

D. The County shall have the authority at all times to control by appropriately-exercised police powers through ordinance or regulation, including that provided for under the Whatcom County Code, as now exist or hereinafter amended, consistent with 47 U.S.C. § 253, 47 U.S.C. § 332(c)(7) and the laws of the State of Washington, the location, elevation, manner of construction, and maintenance of any Small Wireless Facilities by Grantee, and Grantee shall promptly conform with all such requirements, unless compliance would cause Grantee to violate other requirements of law. This Franchise does not prohibit County from exercising its rights under federal, state or local law to deny or give conditional approval to an application for a permit to construct any individual Small Wireless Facility.

E. Upon prior written approval of County and in accordance with County ordinances, Grantee shall have the authority, but not the obligation, to reasonably trim trees upon and overhanging streets, Rights-of-Way and places in the Franchise Area so as to prevent the branches of such trees from coming in physical contact with Grantee Facilities. Grantee shall be responsible for debris removal from such activities. If such debris is not removed within twenty-four (24) hours of completion of the trimming, County may, at its sole discretion, remove such debris and charge Grantee for the cost thereof. This section does not in any instance grant automatic authority to clear vegetation for purposes of providing a clear path for radio signals. Any such general vegetation clearing will require a land clearing permit.

F. Consistent with the Whatcom County Code, in case of any disturbance of any road, pavement, sidewalk, driveway or other surfacing, the Grantee shall, at its own cost and expense and in a manner approved by the County, replace and restore all paving, sidewalk, driveway, landscaping or surface, promptly and in as good condition as before said work was commenced and in accordance with standards for such work set by the County and the County Code. If Grantee fails, neglects or refuses to make restorations as required under this Section, then the County may do such work or cause it to be done, and the cost thereof to the County shall be paid by Grantee.

G. Grantee shall maintain all aboveground improvements that it places on County Rights-of-Way pursuant to this Franchise. In order to avoid interference with the County's ability to maintain its roads and associated Rights-of-Way, Grantee shall provide a clear zone of five feet on all sides of such improvements. For these purposes, "clear zone" means an area that is mowed or otherwise maintained so that the Facilities are readily visible to County maintenance operations. If Grantee fails to comply with this provision, and by its failure property is damaged, then Grantee shall be responsible for all damages caused thereby.

H. Grantee shall maintain a minimum underground horizontal separation of five (5) feet from County water facilities and ten (10) feet from above-ground County water facilities; provided, that for development of new areas, County, together with Grantee and other utility purveyors or authorized users of Rights-of-Way, will develop and follow the Public Works Director's determination of a consensus for guidelines and procedures for determining specific utility locations, subject additionally to this Franchise.

I. Before any work is performed under this Franchise which may affect any existing monuments or markers of any nature relating to subdivisions, plats, roads and all other surveys, the Grantee shall reference all such monuments and markers. The reference points shall be so located that they will not be disturbed during the Grantee's operations under this Franchise. The method of referencing these monuments or other points to be referenced shall be approved by the County Engineer. The replacement of all such monuments or other points to be referenced shall be approved by the County Engineer. The replacement of all such monuments or markers disturbed during construction shall be made as expeditiously as conditions permit, and as directed by the County Engineer. The cost of monuments or other markers lost, destroyed or disturbed, and the expense of replacement by approved monuments shall be borne by the Grantee. A complete set of reference notes for monuments and other ties shall be filed with the County Engineer's Office.

#### **Section 7. Repair and Emergency Work.**

In the event of an Emergency, Grantee may commence such repair and Emergency response work as required under the circumstances, provided that Grantee shall notify the County Public Works Director in writing as promptly as possible, before such repair or Emergency work commences, or as soon thereafter as possible, if advance notice is not practical. County may act, at any time, without prior written notice in the case of Emergency, but shall notify Grantee in writing as promptly as possible under the circumstances.

#### **Section 8. Damages to County and Third-Party Property.**

Grantee agrees that should any of its actions under this Franchise materially impair or damage any County property, survey monument, or property owned by a third-party, Grantee will restore, at its own cost and expense, said property to a safe condition. Such repair work shall be performed and completed to the reasonable satisfaction of the County Engineer.

#### **Section 9. Location Preference.**

Any structure, equipment, appurtenance or tangible property of a utility, other than Grantee's, which was installed, constructed, completed or in place prior in time to Grantee's application for a permit to construct Grantee Facilities under this Franchise shall have preference as to positioning and location with respect to Grantee Facilities. However, to the extent that Grantee Facilities are completed and installed prior to another utility's submittal of

a permit for new or additional structures, equipment, appurtenances or tangible property, then Grantee Facilities shall have priority. These rules governing preference shall continue in the event of the necessity of relocating or changing the grade of any County road or Right-of-Way. A relocating utility shall not necessitate the Relocation of another utility that otherwise would not require Relocation. This Section shall not apply to any County facilities or utilities that may in the future require the Relocation of Grantee Facilities. Such Relocations shall be governed by Section 11.

#### **Section 10. Grantee Information.**

A. Grantee agrees to supply, at no cost to County, any information reasonably requested by the Director of Public Works to coordinate municipal functions with Grantee's activities and fulfill any municipal obligations under State law. Said information shall include, at a minimum, as-built drawings of Grantee Facilities, installation inventory, and maps and plans showing the location of existing or planned facilities within County. Said information may be requested either in hard copy and/or electronic format, if reasonably possible in a format compatible with County's database system, as now or hereinafter existing, including County's Geographic Information Service (GIS) data base. Grantee shall use its commercially reasonable efforts to keep the Public Works Director informed of its long-range plans for coordination with County's long-range plans, to the extent that Grantee has knowledge of any long-range plans that have been finalized.

B. The parties understand that Washington law limits the ability of County to shield from public disclosure any information given to County. Accordingly, the County will endeavor in good faith to provide Grantee reasonable notice of any request for public disclosure of information of Grantee to allow Grantee to take such actions as Grantee may determine and at Grantee's sole cost and expense to prevent or limit such disclosure. Grantee shall indemnify and hold harmless County for any loss or liability for costs and for attorneys' fees because of non-disclosures requested by Grantee under Washington's open public records law, provided reasonable notice and opportunity to defend was given to Grantee or Grantee is made aware of a pending request or claim.

#### **Section 11. Relocation of Grantee Facilities.**

A. The County shall have the right to require Grantee to alter, adjust, Relocate, re-attach, secure, or protect in place its Facilities within the public right-of-way when reasonably necessary for construction, alteration, repair, or improvement of any portion of the public Rights-of-Way for purposes of public welfare, health, or safety ("Public Improvements"). Such Public Improvements include, but are not limited to: public rights-of-way construction; public rights-of-way repair (including resurfacing or widening); change of public rights-of-way grade; construction, installation of or repair of sewers, drains, water pipes, power lines, signal lines, communication lines, or any other type of government owned communications, utility or public transportation systems, public work, public facility, or improvement of any government-owned utility; public rights-of-way vacation, and the construction of any public improvement or

structure by any government agency acting in a governmental capacity. In the event the County requires Grantee to Relocate its Facilities, the County shall provide Grantee with written notice requesting such Relocation, along with plans for the public improvement that are sufficiently complete to for the initial evaluation, coordination, and the development of a Relocation plan. The County and Grantee shall meet at a time and location determined by the County to discuss the project requirements including critical timelines, schedules, construction standards, utility conflicts, as-built requirements, and other pertinent Relocation plan details. The County shall notify Grantee as soon as practicable of the need for Relocation and shall specify the date by which the Relocation shall be committed. Except in case of emergency such notice shall be no less than 90-days.

**B.** To ensure timely execution of Relocation requirements, Grantee shall upon written requests from the County, provide at Grantee's expense, base maps, current as-built information, detailed relocation plan (including detailed schedule of Relocation activities, identification of critical path, identification of Facilities, and Relocation procedures), and other design, technical or operational requirements within the time frame specified by the County.

**C.** Grantee may, after receipt of written notice requesting a Relocation of its Facilities, submit to the County written alternatives to such Relocation within the time specified by the County, but no shorter than 30-days. Such alternatives shall include the use and operation of temporary Facilities in adjacent rights-of-way. The County shall evaluate such alternatives and advise Grantee in writing if one of more of the alternatives are suitable to accommodate the work, which would otherwise necessitate Relocation of the Facilities. If requested by the County, Grantee shall submit additional information to assist the County in making such evaluation. The County shall give each alternative proposed by Grantee full and fair consideration. In the event the County, in its sole discretion, decides not to accept the alternatives suggested by Grantee, Grantee shall Relocate its Facilities as otherwise specified in Section 11.

**D.** Upon final approval of the Relocation plan by the County, Grantee shall, at its own expense, unless otherwise prohibited by statute, and at the time frame specified by the County, which in no event shall be less 30 days from receipt of final approval from the County, temporarily or permanently remove, Relocate, place underground, change or alter the position of any Facilities or structures within the right-of-way whenever the County has determined that such removal, Relocation, undergrounding, change or alteration is reasonably necessary for the construction, repair, maintenance, installation, public safety, or operation of any public improvement in or upon the rights-of-way. In the event Relocation is required by reason of construction by a third party, non-governmental entity, then Grantee's Relocation costs shall be borne by the third party.

**E.** If during construction, repair, or maintenance of the County's public improvement project an unexpected conflict occurs from Grantee's Facilities, Grantee shall, upon notification from the County, respond within 24 hours to resolve the conflict.

F. Grantee acknowledges and understands that any delay by Grantee in performing the work to alter, adjust, Relocate, or protect in place its Facilities within the public rights-of-way may delay, hinder, or interfere with the work performed by the County and its contractors and subcontractors in furtherance of construction, alteration, repair, or improvement of the public rights-of-way, and result in damage to the County, including but not limited to, delay claims. Grantee shall cooperate with the County and its contractors and subcontractors to coordinate such relocation work to accommodate the public improvement project and project schedules to avoid delay, hindrance of, or interference with such project. Should Grantee fail to alter, adjust, protect in place or Relocate any Facilities ordered by the County to be altered, adjusted, protected in place, or Relocated, within the time prescribed by the County, which in no event shall be less than 30 days from the receipt of final approval from the County, given the nature and extent of the work, or if it is not done to the County's reasonable satisfaction, the County may, to the extent the County may lawfully do so, cause such work to be done and bill the reasonable cost of the work to Grantee, including all reasonable costs and expenses incurred by the County due to Grantee's delay. In such event, the County shall not be liable for any damage to any portion of Grantee's system. In addition to any other indemnity set forth in this Franchise, Grantee will indemnify, hold harmless, and pay the costs of defending the County from and against any and all claims, suits, actions, damages, or liabilities for delays on public improvement construction projects caused by or arising out of the failure of Grantee to adjust, modify, protect in place, or relocate its Facilities in a timely manner; provided that, Grantee shall not be responsible for damages due to delays caused by the County.

**Section 12. Abandonment and or Removal of Grantee Facilities.**

A. Within one hundred and eighty (180) days of Grantee's permanent cessation of use of Grantee Facilities, or any portion thereof, Grantee shall, at County's discretion, either abandon in place or remove the affected Facilities.

B. The parties expressly agree that this Section shall survive the expiration, revocation or termination of this Franchise.

**Section 13. Undergrounding.**

A. The parties agree that this Franchise does not limit County's authority under federal law, State law, or local ordinance, to require the undergrounding of Facilities, provided however, this requirement shall not apply to the Facilities that are required to remain above ground in order to be functional.

B. Whenever County requires the undergrounding of Grantee's Facilities in the Franchise Area, Grantee shall underground Grantee Facilities in the manner specified by the County Engineer, with payment therefor consistent with the provisions of RCW 36.88.410 et al. Where other utilities or franchise grantees are present and involved in the undergrounding project, Grantee shall be required to pay only its fair share of common costs borne by all utilities, in addition to the costs specifically attributable to the undergrounding of Grantee

Facilities. Common costs shall include necessary costs for common trenching and utility or facility vaults. Fair share shall be determined in comparison to the total number and size of all other utility facilities being undergrounded.

C. Grantee and the County acknowledge and commit to fully comply with their respective obligations, as the same may arise from time to time, under Chapter 19.122 RCW (Underground Utilities Locator Statute) or any other law applicable to determining the location of utility facilities. Thus, before commencing any work within the Franchise Area, Grantee shall comply with the One Number Locator provisions of RCW Chapter 19.122 to identify existing utility infrastructure.

D. Design locate marks will be placed in the same three (3) day time frame as construction locate marks.

#### **Section 14. Indemnification.**

A. Grantee hereby releases, covenants not to bring suit and agrees to indemnify, defend and hold harmless the County, its officers, officials, employees and agents from any and all claims, costs, judgments, awards or liability to any person arising from injury, sickness, or death of any person or damage to property:

1. For the alleged or actual negligent acts or omissions of Grantee, its agents, servants, officers or employees;
2. By virtue of Grantee's exercise of the rights granted by this Franchise;
3. By virtue of the County's permitting Grantee's use of the County's Public Way or other public property;
4. Based upon the County's inspection or lack of inspection of work performed by Grantee, its agents and servants, officers or employees in connection with work authorized on the Facilities or property over which the County has control, pursuant to this Franchise or pursuant to any other permit or approval issued in connection with this Franchise;

B. Grantee's indemnification obligations pursuant to Section 14.A shall include indemnifying the County for actions brought by Grantee's own employees and the employees of Grantee's agents, representatives, contractors, and subcontractors even though Grantee might be immune under Title 51 RCW from direct suit brought by such an employee. It is expressly agreed and understood that this indemnification for actions brought by the aforementioned employees is limited solely to claims against the County arising by virtue of Grantee's exercise of the rights set forth in this Franchise. The obligations of Grantee under this Section 14.B have been mutually negotiated by the parties hereto, and Grantee



acknowledges that the County would not enter into this Franchise without Grantee's waiver thereof. To the extent required to provide this indemnification and this indemnification only, Grantee waives its immunity under Title 51 RCW as provided in RCW 4.24.115.

C. Except to the extent that damage or injury arises from the negligence or willful misconduct of the County, its officers, officials and employees, the obligations of Grantee under the indemnification provisions of this Section 14 and any other indemnification provision herein shall apply regardless of whether liability for damages arising out of bodily injury to persons or damages to property were caused or contributed to by the concurrent negligence of the County, its officers, officials and employees and the Grantee. Notwithstanding the proceeding sentence, to the extent the provisions of RCW 4.24.115 are applicable, the parties agree that the indemnity provisions hereunder shall be deemed amended to conform to said statute and liability shall be allocated as provided therein. This waiver has been mutually negotiated by the parties.

D. Inspection or acceptance by the County of any work performed by Grantee at the time of completion of construction shall not be grounds for avoidance of any of these covenants of indemnification. Provided that Grantee has been given prompt written notice by the County of any such claim, said indemnification obligations shall extend to claims which are not reduced to a suit and any claims which may be compromised prior to the culmination of any litigation or the institution of any litigation. The County has the right to defend or participate in the defense of any such claim, and has the right to approve any settlement or other compromise of any such claim, provided that Grantee shall not be liable for such settlement or other compromise unless it has consented thereto.

E. The County shall promptly notify Grantee of any claim or suit and request in writing that Grantee indemnify the County. Grantee may choose counsel to defend the County subject to this Section 14E. County's failure to so notify and request indemnification shall not relieve Grantee of any liability that Grantee might have, except to the extent that such failure prejudices Grantee's ability to defend such claim or suit. In the event that Grantee refuses the tender of defense in any suit or any claim, as required pursuant to the indemnification provisions within this Franchise, and said refusal is subsequently determined by a court having jurisdiction (or such other tribunal that the parties shall agree to decide the matter), to have been a wrongful refusal on the part of Grantee, Grantee shall pay all of the County's reasonable costs for defense of the action, including all expert witness fees, costs, and attorney's fees, and including costs and fees incurred in recovering under this indemnification provision. If separate representation to fully protect the interests of both parties is necessary, such as a conflict of interest between the County and the counsel selected by Grantee to represent the County, then upon the prior written approval and consent of Grantee, which shall not be unreasonably withheld, the County shall have the right to employ separate counsel, as approved by Grantee, which approval will not be unreasonably withheld, delayed, or conditioned, in any action or proceeding and to participate in the investigation and defense thereof, and Grantee shall pay the reasonable fees and expenses of such separate counsel, except that Grantee shall not be required to pay the fees and expenses of separate counsel on

behalf of the County for the County to bring or pursue any counterclaims or interpleader action, equitable relief, restraining order or injunction. The County's fees and expenses shall include all out-of-pocket expenses, such as consultants and expert witness fees, and shall also include the reasonable value of any services rendered by the counsel retained by the County but shall not include outside attorneys' fees for services that are unnecessarily duplicative of services provided the County by Grantee. Each party agrees to cooperate and to cause its employees and agents to cooperate with the other party in the defense of any such claim and the relevant records of each party shall be available to the other party with respect to any such defense.

F. In the event that Grantee refuses the tender of defense in any suit or any claim, said tender having been made pursuant to this Section, and said refusal is subsequently determined by a court having competent jurisdiction (or such other tribunal that the parties shall agree to decide the matter), to have been a wrongful refusal on the part of Grantee, then if Grantee does not promptly accept the tender of defense, Grantee shall pay all of the County's reasonable costs for defense of the action, including, if incurred, all reasonable expert witness fees, and reasonable attorneys' fees, and the reasonable costs of the County, and reasonable attorneys' fees of recovering under this Subsection.

G. Notwithstanding any other provisions of this Section, Grantee assumes the risk of damage to its Facilities located in the Right of Way and upon County-owned property from activities conducted by the County, its officers, officials, agents, employees, volunteers, and contractors, except to the extent any such damage or destruction is caused by or arises from any willful misconduct or criminal actions on the part of the County, officers, elected officials, and employees. In no event shall either party be liable to the other for any indirect, incidental, special, consequential, exemplary, or punitive damages, including by way of example and not limitation lost profits, lost revenue, loss of goodwill, or loss of business opportunity in connection with its performance or failure to perform under this Franchise. Grantee releases and waives any and all such claims against the County, its officers, officials, agents, employees, volunteers, and contractors. Grantee further agrees to indemnify, hold harmless and defend the County against any claims for damages, including, but not limited to, business interruption damages and lost profits, brought by or under users of Grantee's Facilities as the result of any interruption of service due to damage or destruction of Grantee's Facilities caused by or arising out of activities conducted by the County, its officers, officials, employees, and agents except to the extent any such damage or destruction is caused by or arises from the negligence or any willful misconduct, or criminal actions on the part of the County, its officers, officials, employees and agents.

H. The provisions of this Section 14 shall survive the expiration, revocation, or termination of this Franchise.

## **Section 15. Insurance.**

A. Grantee shall procure and maintain for the duration of the Franchise, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the exercise of the rights, privileges and authority granted hereunder to Grantee, or its employees. Grantee shall provide an insurance certificate including the County, its officers, elected officials, and employees, as additional insureds as their interest may appear under this Franchise, to the County at the time of execution of this agreement, and such insurance certificate shall evidence:

1. Commercial Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles with a combined single limit for bodily injury and property damage of \$3,000,000 each accident.

2. Commercial General Liability insurance with limits of \$3,000,000 per occurrence for bodily injury and property damage and \$3,000,000 general aggregate including premises-operations, independent contractors, personal and advertising injury, contractual liability and \$3,000,000 products-completed operations aggregate limit. County shall be included as an additional insured as their interest may appear under this Franchise under Grantee's Commercial General Liability insurance policy with respect to the work performed under this Franchise.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington and Employer's Liability with a limit of \$1,000,000 each accident/disease/policy limit.

4. Pollution liability shall be in effect throughout the entire Franchise term, with a limit of one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) in the aggregate.

5. Excess Umbrella liability policy with limits of \$5,000,000 per occurrence and in the aggregate.

B. The liability insurance policies required by this Section shall be maintained by Grantee throughout the term of this Franchise, and such other period of time during which Grantee is operating without a franchise or is engaged in the removal of its Facilities. Payment of deductibles or self-insured retentions shall be the sole responsibility of Grantee. The insurance certificate required by this Section shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Grantee's insurance shall be primary insurance with respect to the County, its officers, elected officials, and employees. Any insurance, self-insurance, or insurance pool coverage maintained by the County, its officers, elected officials, and employees shall be in excess of Grantee's insurance and shall not contribute with it.

C. Grantee's contractors and subcontractors performing Work in the Public Rights-of-Way shall comply with such bond, indemnity, and insurance requirements as may be

required by County code or regulations, or other applicable Law. Any contractors or subcontractors performing Work within the Public Rights -of -Way on behalf of Grantee shall be subject to the same restrictions, limitations, and conditions as if the Work were performed by Grantee. Grantee shall ensure that all such Work performed by Grantee's contractors and subcontractors is in compliance with this Franchise Agreement. It is Grantee's responsibility to ensure that contractors, subcontractors, or other Persons performing Work on Grantee's behalf are familiar with the requirements of this Franchise Agreement and other applicable Laws governing the Work performed by them.

D. Grantee shall furnish County with certificates of the foregoing insurance coverage and blanket additional insured endorsements.

E. As of the Effective Date of this Franchise, Grantee is not self-insured. Should Grantee wish to become self-insured at the levels outlined in this Franchise at a later date, Grantee must provide the County with thirty (30) days advanced written notice of its intent to self-insure. Grantee shall comply with the following: (i) provide the County, upon request, a copy of Grantee's or its parent company's most recent audited financial statements; (ii) Grantee is responsible for all payments within the self-insured retention; and (iii) Grantee assumes all defense and indemnity obligations as outlined in the indemnification section of this Franchise.

F. Grantee's maintenance of insurance as required by this Franchise shall not be construed to limit the liability of Grantee to the coverage provided by such insurance.

#### **Section 16. Performance Security.**

Grantee shall provide County with one surety bond in the amount of Fifty Thousand Dollars (\$50,000) for all of Facilities in the County's rights-of-way running or renewable for the term of this Franchise, in a form and substance reasonably acceptable to County. In the event Grantee shall fail to substantially comply with any one or more of the provisions of this Franchise following notice and a reasonable opportunity to cure, then there shall be recovered jointly and severally from the principal and any surety of such surety bond any damages suffered by County as a result thereof, including but not limited to staff time, material and equipment costs, compensation or indemnification of third parties, and the cost of removal or abandonment of facilities hereinabove described. Grantee specifically agrees that its failure to comply with the terms of Section 19 shall constitute damage to County in the monetary amount set forth therein. Such a financial guarantee shall not be construed to limit Grantee's liability to the guarantee amount, or otherwise limit County's recourse to any remedy to which County is otherwise entitled at law or in equity.

#### **Section 17. Successors and Assignees.**

A. All the provisions, conditions, regulations and requirements herein contained shall be binding upon the successors, assigns of, and independent contractors of Grantee, and

all rights and privileges, as well as all obligations and liabilities of Grantee shall inure to its successors, assignees and contractors equally as if they were specifically mentioned herein wherever Grantee is mentioned.

B. This Franchise shall not be leased, assigned or otherwise alienated, except to an Affiliate of Grantee, without the express consent of County by ordinance, which approval shall not be unreasonably withheld. Approval shall not be required for mortgaging purposes or if a transfer of interest is from Grantee to another person or entity controlling, controlled by, or under common control with Grantee, or in the event of a transfer of all or a majority of all of Grantee's assets in the market defined by the Federal Communications System in which the Facilities are located.

C. For assignments needing County's approval, Grantee and any proposed assignee or transferee shall provide and certify the following to County not less than thirty (30) days prior to the proposed date of transfer: (a) complete information setting forth the nature, term and conditions of the proposed assignment or transfer; (b) all information required by County of an applicant for a Franchise with respect to the proposed assignee or transferee; and, (c) an application fee which shall be set by County, plus any other costs actually and reasonably incurred by County in processing and investigating the proposed assignment or transfer.

D. Prior to County's consideration of a request by Grantee to consent to a Franchise assignment or transfer, the proposed assignee or transferee shall file with County a written promise to unconditionally accept all terms of this Franchise, effective upon such transfer or assignment of this Franchise. After the date of such written promise, Grantee shall have no further obligation under this Franchise. County is under no obligation to undertake any investigation of the transferor's state of compliance and failure of County to insist on full compliance prior to transfer does not waive any right to insist on full compliance thereafter.

#### **Section 18. Dispute Resolution.**

A. In the event of a dispute between County and Grantee arising by reason of this Franchise, the dispute shall first be referred to the operational officers or representatives designated by County and Grantee to have oversight over the administration of this Franchise. The officers or representatives shall meet within thirty (30) calendar days of either party's request for a meeting, whichever request is first, and the parties shall make a good faith effort to achieve a resolution of the dispute.

B. If the parties fail to achieve a resolution of the dispute in this manner, either party may then pursue any available judicial remedies. This Franchise shall be governed by and construed in accordance with the Laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Franchise, the parties specifically understand and agree that venue shall be exclusively in Whatcom County, Washington.

**Section 19. Enforcement and Remedies.**

A. If Grantee shall violate, or fail to comply with any of the provisions of this Franchise, or should it fail to heed or comply with any notice given to Grantee under the provisions of this Franchise, County shall provide Grantee with written notice specifying with reasonable particularity of the nature of any such breach and Grantee shall undertake all commercially reasonable efforts to cure such breach within thirty (30) days of receipt of notification. If County reasonably determines the breach cannot be cured within (30) thirty days, County may specify a longer cure period, and condition the extension of time on Grantee's submittal of a plan to cure the breach within the specified period, commencement of work within the original thirty (30) day cure period, and diligent prosecution of the work to completion. If the breach is not cured within the specified time, or Grantee does not comply with the specified conditions, County may, at its discretion, either (1) revoke this Franchise with no further notification, or (2) claim damages of Five Hundred Dollars (\$500.00) or actual damages if demonstrably greater, against the financial guarantee set forth in Section 16.

B. Should County determine that Grantee is acting beyond the scope of permission granted herein for Grantee Facilities and Grantee Services, County reserves the right to cancel this Franchise and require Grantee to apply for, obtain, and comply with all applicable County permits, franchises, or other County permissions for such actions, and if Grantee's actions are not allowed under applicable federal and state or County Laws, to compel Grantee to cease such actions.

**Section 20. Compliance with Laws and Regulations.**

A. Grantee agrees to comply with all present and future federal and state laws, ordinances, rules and regulations. Nothing herein shall be deemed to restrict the County's ability to adopt and enforce all necessary and appropriate ordinances regulating the performance of the conditions of this Franchise, including any valid ordinance made in the exercise of its police powers in the interest of public safety and for the welfare of the public. The County shall have the authority at all times to reasonably control by appropriate regulations the location, elevation, manner of construction and maintenance of Facilities by Grantee, and Grantee shall promptly conform with all such regulations, unless acknowledges that following the approval of this Franchise, the County may modify its Codes to address small wireless deployment and such Code modifications shall apply to Grantee's Facilities, except to the extent of a vested right pertaining to an existing Facility. In the event of a conflict between the provisions of this Franchise and any other generally applicable ordinance(s) enacted under the County's police power authority, such other ordinances(s) shall take precedence over the provisions set forth herein.

**Section 21. Consideration.**

A. As consideration for this Franchise, Grantee commits to pay County an annual

usage fee equal to Two Hundred Seventy and 00/100 Dollars (\$270.00) for each Small Wireless Facility located within the Right of Way. Ancillary facilities or services that are not defined herein as Small Wireless Facilities shall not be covered by this usage fee and are subject to independent usage or franchise fees.

B. Grantee's franchise fee payments shall be due the first of the month following the commencement of construction of a particular Facility ("Commencement Date"), and shall be due on each January 1 thereafter for as long as the Facility is in place. For any partial year beginning from the Commencement Date until the following January 1, the annual franchise fee will be prorated. County shall provide Grantee a completed, current Internal Revenue Service Form W-9 and state and local withholding forms, if required. Grantee shall include with payment a complete written inventory of all Small Cell Facilities situated in County's Rights-of-Way as of two weeks prior to the payment due date. Payments shall be made to the Whatcom County Treasurer, Whatcom County Courthouse, Suite 104, 311 Grand Avenue, Bellingham, WA 98225, unless otherwise specified by the County in writing.

C. In the event any payment is not received within forty-five (45) days from the due date, Grantee shall pay, in addition to the payment or sum due, interest on the amount due at the maximum allowed rate as provided under State law from the date the payment was due until the date the County receives the payment.

**Section 22. Consequential Damages Limitation.**

Notwithstanding any other provision of this Franchise, in no event shall either party be liable for any special, incidental, indirect, punitive, reliance, consequential or similar damages.

**Section 23. Severability.**

If any portion of this Franchise is deemed invalid, the remainder portions shall remain in effect.

**Section 24. Titles.**

The section titles used herein are for reference only and should not be used for the purpose of interpreting this Franchise.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

ATTEST


WHATCOM COUNTY COUNCIL  
WHATCOM COUNTY, WASHINGTON

\_\_\_\_\_  
Dana Brown Davis, Clerk of the Council

\_\_\_\_\_  
Barry Buchanan, Council Chair

APPROVED AS TO FORM:

WHATCOM COUNTY EXECUTIVE  
WHATCOM COUNTY, WASHINGTON

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

\_\_\_\_\_  
Satpal Singh Sidhu, County Executive  
( ) Approved                      ( ) Denied

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



**Todd Walton**  
Site Acquisition Manager



**CENTERLINE SOLUTIONS**  
8218 154<sup>th</sup> Ave, NE Suite 120, Redmond WA 98052  
Phone: 425.828.1008  
Mobile: 206-334-4116  
Web: [www.centerlinesolutions.com](http://www.centerlinesolutions.com)

RECEIVED

MAR 13 2017  
WHATCOM COUNTY  
COUNCIL

3-8-2017

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

Phone: 360-778-5010  
Fax: 360-778-5011

Council Office Email:  
[council@co.whatcom.wa.us](mailto:council@co.whatcom.wa.us)

**Dear County Council:**

On behalf of SEATTLE SMSA LIMITED PARTNERSHIP, d/b/a as Verizon Wireless, Centerline Solutions would like to submit an Application for Franchise for wireless facilities located in Whatcom County Rights of Way.

Sincerely,

**Todd Walton**

# APPLICATION FOR FRANCHISE

TO THE WHATCOM COUNTY COUNCIL:

COMES NOW, SEATTLE SMSA LIMITED PARTNERSHIP

d/b/a VERIZON WIRELESS.

who respectfully petitions the Whatcom County Council for a twenty-five (25) year franchise to lay, construct, maintain, and repair

WIRELESS FACILITIES

and all necessary appurtenances along, over, and across the following roads situated in Whatcom County, Washington:

CURRENTLY CHUCKANUT, BUT ALL OTHERS IN FUTURE.

The petitioner further requests that the Whatcom County Council fix a time and place for a public hearing on the granting of this continuation of franchise, and that public notice be given, at the expense of the petitioner, as provided by law; and that, at said hearing, petitioner be granted the franchise continuation herein requested.

DATED: 3-2-2017

CENTERLINE SOLUTIONS

Company Name

8218 154th AVE. NE STE. 120

Mailing Address

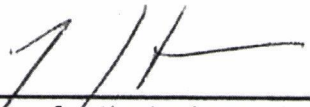
Redmond WA 98133

City

State Zip

206 334 4116

Phone Number

  
Signature of authorized agent/owner

TODD WALTON  
Print or type name



# TREASURER'S RECEIPT

**WHATCOM COUNTY**  
Treasurer's Office  
676-6774

PREPARED BY <i>Manna</i>	PHONE # ext. <i>5019</i>
DATE PREPARED <i>3-14-17</i>	
ATTACHMENTS <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Received FROM
<i>Centerline Solutions</i>
<i>franchise application fee \$500</i>
<i>wireless facilities</i>
<i>AB 2017-103</i>

Deposit TO
<i>Council franchise</i>
<i>Revenue</i>

### ACCOUNT DISTRIBUTION

ACCOUNT NUMBER	AMOUNT	TENDER TYPE
<i>1100.4369.9001</i>	<i>500 -</i>	CASH
		U.S. CHECKS
		✓
		CANADIAN CHECKS
		OTHER

Not valid until acknowledged by  
Treasurer's Office

**TOTAL**

<i>500 -</i>
--------------

Form No. TRS01.01 10/08

RECEIPT  
Whatcom County

200379

DEPARTMENT Council DATE 3/13/2017

RECEIVED FROM Centerline Solutions  
ADDRESS 8218 154th Ave. NE Suite 120 Redmond, WA 98052

IN PAYMENT OF Franchise Application

FUND \_\_\_\_\_ AMOUNT PAID \$500.00  
REVENUE CODE \_\_\_\_\_

OLD BAL.		
PAID		
BAL. DUE		

CASH		
CHECK	<u>103860</u>	
MONEY ORD.		

SIGNATURE Kriste Felbingen

NOTE - All three copies of all voided receipts must be retained  
in department's numerical file.

Date: 3/14/2017  
Receipt Date: 3/14/2017  
Time: 9:38 AM

Steven N. Oliver  
Whatcom County Treasurer  
311 Grand Ave, Suite 104  
Bellingham, WA 98225  
360.778.5160

Receipt #: 2482401  
Received From: CENTERLINE SOLUTIONS  
Payment Code: Full Payment

NON-PROPERTY ITEMS  
TREAS RPT #: 310876  
500.00

Base: 0.00  
P&I: 0.00  
Total: 500.00

TENDERS  
Check 500.00