

**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**  
Barbara Brenner  
Rud Browne  
Barry Buchanan  
Tyler Byrd  
Todd Donovan  
Carol Frazey  
Satpal Sidhu

**WHATCOM COUNTY COUNCIL**

**COMBINED  
AGENDA PACKET FOR  
APRIL 23, 2019**

**INCLUDES INFORMATION  
FOR THE FOLLOWING MEETINGS:**

**NATURAL RESOURCES COMMITTEE (10:15 A.M.)**

**FINANCE AND ADMINISTRATIVE SERVICE COMMITTEE (10:30 A.M.)  
(ESTIMATED TIME – MEETING MAY BEGIN EARLIER/LATER THAN 10:30 A.M.)**

**COMMITTEE OF THE WHOLE – EXECUTIVE SESSION (1 P.M.)**

**PUBLIC WORKS AND HEALTH COMMITTEE (1:30 P.M.)**

**CRIMINAL JUSTICE AND PUBLIC SAFETY (3 P.M.)  
(ESTIMATED TIME – MEETING MAY BEGIN EARLIER/LATER THAN 3 P.M.)**

**COUNCIL (7 P.M.)**

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**UPCOMING MEETINGS AND EVENTS:**

**MAY 7, 2019**

**REGULAR COUNCIL AND COMMITTEE MEETINGS  
311 GRAND AVENUE**

**MAY 14, 2019**

**10:30 A.M. – SURFACE WATER WORK SESSION  
GARDEN LEVEL CONFERENCE ROOM, 322 N. COMMERCIAL STREET**

**MAY 21, 2019**

**REGULAR COUNCIL AND COMMITTEE MEETINGS  
311 GRAND AVENUE**

**MAY 27, 2019**

**HOLIDAY – OFFICE CLOSED**

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**PLEASE VISIT THE COUNCIL'S NEW [LEGISLATIVE INFORMATION CENTER](#)  
TO ACCESS ALL COUNCIL MEETING-RELATED INFORMATION**

**IN ACCORDANCE WITH WHATCOM COUNTY CODE SECTIONS 2.02.040 AND 2.02.060, THE FOLLOWING RULES SHALL APPLY DURING ALL COUNCIL AND COUNCIL COMMITTEE MEETINGS:**

**Section 2.02.040 Meetings – General rules.**

...

E. All council and council committee meetings shall be conducted pursuant to The American Institute of Parliamentarians Standard Code of Parliamentary Procedure, latest edition, except when in conflict with the standing rules of the council.

L. During an open session or public hearing, audience members will be given three minutes to address the council.

M. Cell phones shall be silenced and cell phone conversations shall be prohibited within the confines of the council chambers during meetings.

N. Placards, signs, applause, or other distractions shall not be allowed in the council chambers without the consent of the council chair.

O. Any person making personal, impertinent, or slanderous remarks, or who becomes boisterous, while attending a council or council committee meeting may be requested to leave the meeting and may be forthwith, by the presiding officer, barred from further audience before the council during that meeting.

**2.02.060 Meetings – Decorum of debate.**

A. Any councilmember desiring to speak shall first be recognized by the chair, and shall confine his or her remarks to the specific subject under consideration or to be considered. The councilmember who has proposed a motion or the committee member who has presented a report shall be allowed the first opportunity to explain the motion or report, and usually is allowed to speak last on it. No member or small group of members shall be permitted to monopolize the discussion on a question. If a member has already spoken and other members wish to speak, they should be recognized in preference to the member who has already spoken on a question.

B. Councilmembers shall address each other as "councilmember" and the council chair shall be addressed as "chair."

C. Staff members, presenters, and the general public shall be addressed as Mr., Mrs., Ms., or by their official or honorary title.

D. When two or more councilmembers desire to speak at the same time, the chair shall name the member who shall have the floor.

E. When a councilmember is speaking, no other member shall hold discourse which may interrupt the speaker except to raise a point of order. The chair should insist that every member be attentive to the business before the assembly.

F. Councilmembers shall have time to explain any motion they intend to make. All motions will begin with the words, "I move" and must receive a second prior to being put to a vote.

G. When it appears that all councilmembers who wish to speak have done so, the chair shall inquire, "Is there any further discussion?" If there is not, the question is put to a vote.

H. To bring a question to immediate vote, a councilmember may move to close debate. If more than one motion is pending, the motion to close debate should specify the pending motions to which it applies (main motion, motion to amend, etc.). The motion to close debate cannot interrupt a speaker, is not debatable, and requires an affirmative vote by two-thirds of the councilmembers in attendance. The motion to close debate should be used in moderation, as members cannot be expected to maintain interest in an organization if they are frequently denied the right to participate in its deliberations.



# **COUNCIL COMMITTEE SCHEDULES**

## **NATURAL RESOURCES COMMITTEE**

**Members: Barry Buchanan, Todd Donovan, Satpal Sidhu**

**10:15 a.m. Tuesday, April 23, 2019**

**Council Chambers, 311 Grand Avenue**

### **Call To Order**

### **Roll Call**

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

1. AB2019-179 Ordinance amending WCC 2.120.040 Membership- Term of Office for Surface Mining Advisory Committee  
**Pages 1 - 5**

### **Other Business**

### **Adjournment**

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## **FINANCE AND ADMINISTRATIVE SERVICES COMMITTEE**

**Members: Tyler Byrd, Carol Frazey, Satpal Sidhu**

**10:30 a.m. Tuesday, April 23, 2019**

**ESTIMATED TIME – MEETING MAY BEGIN EARLIER/LATER THAN 10:30 A.M.**

**Council Chambers, 311 Grand Avenue**

### **Call To Order Roll Call**

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

### **Special Presentation**

1. AB2019-226 Report from Whatcom County's Human Resources Department  
**Page 6**

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

1. AB2019-227 Request authorization for the County Executive to enter in to an Interlocal Agreement between Whatcom County Flood Control Zone District and Diking District #2 to provide cost-share funding for the Sande-Williams Levee Rehabilitation in the net amount of \$68,000 (Council acting as the Whatcom County Flood Control Zone District Board of Supervisors)  
**Pages 7 - 14**
2. AB2019-201 Ordinance amending the 2019 Whatcom County Budget, request no. 5, in the amount of \$1,613,991  
**Pages 15 - 36**
3. AB2019-202 Ordinance amending the project budget for the Jail Improvement Fund, request no. 4  
**Pages 37 - 42**
4. AB2019-203 Ordinance amending the project budget for the New Jail Fund 2013-2014, request no. 4  
**Pages 43 - 46**

5. AB2019-220 Ordinance amending the 2019 Whatcom County Budget, sixth request, in the amount of \$836,000  
**Pages 47 - 55**
6. AB2019-211 Request authorization for the County Executive to enter into an Interlocal agreement between Whatcom County and North Sound Behavioral Health Organization to provide match funds for continuing The Projects for Assistance in Transition from Homelessness (PATH) federal grant activities in Whatcom County, in the amount of \$75,469  
**Pages 56 - 63**
7. AB2019-218 Request authorization for the County Executive to enter into an Interlocal agreement between Whatcom County and North Sound Behavioral Health Administrative Services Organization for participation in the Integrated Care Network to provide behavioral health services in the North Sound Regional Service Area  
**Pages 64 - 116**
8. AB2019-221 Request authorization for the County Executive to enter into an Interlocal Agreement between Whatcom County and Skagit County for Skagit County's administration of the Housing Community Development Block Grant, in the amount of \$2,000  
**Pages 117 - 123**
9. AB2019-239 Resolution of the Whatcom County Council updating the Appendix of the 2015 Comprehensive Economic Development Strategy (CEDS)  
**Pages 124 - 143**

#### **Council "Consent Agenda" Items**

10. AB2019-219 Request authorization for the County Executive to enter into a contract between Whatcom County and Pacific Surveying and Engineering, Inc. to provide on-call professional land surveying services for 2019-2020 in the amount not-to-exceed \$100,000  
**Pages 144 - 212**
11. AB2019-225 Request authorization for the County Executive to award Bid #19-24 and enter into a contract between Whatcom County and Lakeside Industries, Inc., for annual hot mix asphalt prelevel work in an amount not to exceed \$1,137,999.00  
**Pages 213 - 230**
12. AB2019-237 Request authorization for the County Executive to enter into the 2019-2020 Collective Bargaining Agreement between Whatcom County and Teamsters Local 231 representing Master employees  
**Pages 231 - 296**

13. AB2019-238 Request authorization for the County Executive to enter into the 2019-2020 Collective Bargaining Agreement between Whatcom County and Washington State Nurses Association  
**Pages 297 - 338**
14. AB2019-241 Request authorization for the County Executive to enter into a contract between Whatcom County and the Whatcom Humane Society to provide animal control and shelter services, in the amount of \$398,130  
**Pages 339 - 365**
15. AB2019-230 Request approval for the County Executive to award Bid #19-15 Rental Rates for Maintenance and Construction Equipment Without Operator to all bidders  
**Pages 366 - 390**
16. AB2019-236 Request approval to use Pierce County's RFP #2007, and authorization for the County Executive to enter into a 3-year contract with K&H Integrated Printing Solutions for the printing and processing services for elections, in an amount not to exceed \$750,000.00 annually  
**Pages 391 - 394**

#### **Other Business**

#### **Adjournment**

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#### **COUNCIL COMMITTEE OF THE WHOLE – EXECUTIVE SESSION 1:00 p.m. Tuesday, April 23, 2019 Conference Room, 311 Grand Avenue**

#### **Call To Order**

#### **Roll Call**

#### **Committee Discussion**

1. AB2019-222 Discussion regarding a potential property acquisition for the Flood Control Zone District [Discussion of this item may take place in executive session (closed to the public) pursuant to RCW 42.30.110 (1) (b)]  
**Page 395**

#### **Other Business**

#### **Adjournment**

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**COUNCIL PUBLIC WORKS & HEALTH COMMITTEE**

**Members: Barbara Brenner, Barry Buchanan, Carol Frazey**

**1:30 p.m. Tuesday, April 23, 2019**

**Council Chambers, 311 Grand Avenue**

**Call To Order**

**Roll Call**

**Special Presentation**

1. AB2019-244 Presentation from community reinvestment company Steel Pine  
**Pages 396 - 413**

**Committee Discussion**

1. AB2019-210 Ordinance amending Whatcom County Code Title 3, creating a local employee and apprenticeship program  
**Pages 414 - 426**

**Other Business**

**Adjournment**

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**CRIMINAL JUSTICE AND PUBLIC SAFETY COMMITTEE**

**Members: Barry Buchanan, Tyler Byrd, Carol Frazey**

**3:00 p.m. Tuesday, April 23, 2019**

**ESTIMATED TIME – MEETING MAY BEGIN EARLIER/LATER THAN 3 P.M.**

**Council Chambers, 311 Grand Avenue**

**Call To Order**

**Roll Call**

**Committee Discussion**

1. AB2019-043 Discussion/update on proposed ordinance repealing and replacing Whatcom County Code 1.28, Standards for Correctional Facilities  
**Pages 427 - 459**

**Other Business**

**Adjournment**

# **COUNCIL AGENDA**

## **CALL TO ORDER**

## **FLAG SALUTE**

## **ROLL CALL**

## **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. MIN2019-032 Board of Health for April 2, 2019  
**Pages 460 - 463**

## **PUBLIC HEARINGS**

Audience members who wish to address the council during a public hearing are asked to sign up at the back of the room before the meeting begins. The council chair will ask those who have signed up to form a line at the podium. 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. When a large group of individuals supports the same position on an issue, we encourage the selection of one or two representatives to speak on behalf of the entire group.

1. AB2019-190 Ordinance establishing temporary installation of stop signs during construction of the West Badger Road/Bertrand Creek Bridge No 50 Replacement Project  
**Pages 464 - 468**
2. AB2019-207 Ordinance adopting amendments to WCC Title 20 Zoning, amending the lot coverage limits for public community facilities in the Residential Rural (RR), Rural (R), and Point Roberts Transitional Zone (TZ) districts  
**Pages 469 - 478**

## **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.

## **CONSENT AGENDA**

Items under this section of the agenda may be considered in a single motion. Councilmembers have received and studied background material on all items. Committee review has taken place on these items, as indicated. Any member of the public, administrative staff, or council may ask that an item be considered separately.

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

1. AB2019-219 Request authorization for the County Executive to enter into a contract between Whatcom County and Pacific Surveying and Engineering, Inc. to provide on-call professional land surveying services for 2019-2020 in the amount not-to-exceed \$100,000  
**Pages 144 - 212**
2. AB2019-225 Request authorization for the County Executive to award Bid #19-24 and enter into a contract between Whatcom County and Lakeside Industries, Inc., for annual hot mix asphalt prelevel work in an amount not to exceed \$1,137,999.00  
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6. AB2019-230 Request approval for the County Executive to award Bid #19-15 Rental Rates for Maintenance and Construction Equipment Without Operator to all bidders  
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**Pages 391 - 394**

**OTHER ITEMS**

**(From Council Natural Resources Committee)**

1. AB2019-179 Ordinance amending WCC 2.120.040 Membership- Term of Office for Surface Mining Advisory Committee  
**Page 395**

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

2.     AB2019-227     Request authorization for the County Executive to enter in to an Interlocal Agreement between Whatcom County Flood Control Zone District and Diking District #2 to provide cost-share funding for the Sande-Williams Levee Rehabilitation in the net amount of \$68,000 (Council acting as the Whatcom County Flood Control Zone District Board of Supervisors)  
**Page 6**
3.     AB2019-201     Ordinance amending the 2019 Whatcom County Budget, request no. 5, in the amount of \$1,613,991  
**Pages 15 - 36**
4.     AB2019-202     Ordinance amending the project budget for the Jail Improvement Fund, request no. 4  
**Pages 37 - 42**
5.     AB2019-203     Ordinance amending the project budget for the New Jail Fund 2013-2014, request no. 4  
**Pages 43 - 46**
6.     AB2019-220     Ordinance amending the 2019 Whatcom County Budget, sixth request, in the amount of \$836,000  
**Pages 47 - 55**
7.     AB2019-211     Request authorization for the County Executive to enter into an Interlocal agreement between Whatcom County and North Sound Behavioral Health Organization to provide match funds for continuing The Projects for Assistance in Transition from Homelessness (PATH) federal grant activities in Whatcom County, in the amount of \$75,469  
**Pages 56 - 63**
8.     AB2019-218     Request authorization for the County Executive to enter into an Interlocal agreement between Whatcom County and North Sound Behavioral Health Administrative Services Organization for participation in the Integrated Care Network to provide behavioral health services in the North Sound Regional Service Area  
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**Pages 117 - 123**
10.    AB2019-239     Resolution of the Whatcom County Council updating the Appendix of the 2015 Comprehensive Economic Development Strategy (CEDS)  
**Pages 124 - 143**

## **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. AB2019-224 Request confirmation of Executive Louws reappointment of Arlene Feld to the North Sound Behavioral Health Organization Advisory Board  
**Pages 479 - 482**
2. AB2019-234 Request confirmation of the County Executive's appointment of Michael Parker to the Whatcom County Housing Advisory Committee  
**Pages 483 - 486**

## **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. AB2019-223 Whatcom County Comprehensive Plan amendments concerning the Lummi Island Ferry; the proposal would modify a policy relating to ferry level of service and delete a policy relating to a ferry feasibility study  
**Pages 487 - 500**
2. AB2019-248 Ordinance amending the Whatcom County Unified Fee Schedule to include language regarding reducing recidivism, job loss, and education disruption caused by low income County residents serving jail time in other jurisdictions by allowing them to continue to attend school or work if the offense allows for day release in Whatcom County  
**Pages 501 - 504**
3. AB2019-200 Receipt of application for the Solid Waste Advisory Committee, Business/Industry representative, partial term ending 1/31/2020, applicant: Rodd Pemble (committee provides ongoing public input and advise to Whatcom County on solid waste management issues) (Application deadline for this vacancy is 10 a.m. April 30, 2019)  
**Pages 505 - 509**
4. AB2019-235 Receipt of application for the Wildlife Advisory Committee, applicant: Trevor Delgado (committee advises the Whatcom County Planning and Development Services Department staff and the Whatcom County Council on the value of wildlife and habitat management issues as they relate to the Whatcom County Comprehensive Plan) (Application deadline for this vacancy is 10 a.m. April 30, 2019)  
**Pages 510 - 513**



5.     AB2019-240     Receipt of application for the Surface Mining Advisory Committee, representing Forestry, applicant: Aubrey Stargell (committee advises the Whatcom County Planning and Development services Department and the Whatcom County Council on implementing a surface mining regulatory program consistent with the comprehensive Plan) (Application deadline for this vacancy is 10:00 a.m. April 30, 2019)  
**Pages 514 - 516**
  
6.     AB2019-242     Receipt of application for the Business and Commerce Advisory Committee, representing for-profit, retail, applicant: Mr. Dana Weber (committee advises the Whatcom County Council on issues, including regulations and policies that could impact local businesses, industry, or economic development) (Application deadline for this vacancy is 10:00 a.m. April 30, 2019)  
**Pages 517 - 522**

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

**ADJOURN**

## WHATCOM COUNTY COUNCIL ACTION TAKEN – April 9, 2019

### CALL TO ORDER

**Councilmembers Present:** Brenner, Browne, Buchanan, Byrd, Sidhu, Donovan, Frazey

**Absent:** None

### FLAG SALUTE

### ANNOUNCEMENTS

### MINUTES CONSENT

1. MIN2019-030 Joint Meeting with Skagit and San Juan Counties on February 5, 2019  
**Approved Consent 7-0**
2. MIN2019-031 Regular County Council for March 26, 2019  
**Approved Consent 7-0**

### PUBLIC HEARINGS

1. AB2019-183 Ordinance amending Whatcom County Code Section 1.14, correcting certain precinct boundary lines and precinct maps (second amendment)  
**Adopted 7-0, Ordinance 2019-028**

### OPEN SESSION

### CONSENT AGENDA

1. AB2019-173 Request authorization for the County Executive to enter into a contract between Whatcom County and Washington State Parks and Recreation Commission for annual Recreational Boating Safety Federal Financial Assistance Grant, in the amount of \$15,392.75 and requiring local match of \$27,617.31  
**Approved Consent 7-0**
2. AB2019-185 Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Code Publishing Co. to increase compensation to an amended total amount of \$63,412  
**Approved Consent 7-0**
3. AB2019-195 Request authorization for the County Executive to enter into a contract between Whatcom County and Cascadia Law Group, PLLC to develop specific text amendments to the Whatcom County Comprehensive Plan and Whatcom County Code (WCC) that implement and are consistent with the provisions of Resolution No.2019-004  
**Approved 5-2, Brenner and Byrd opposed**
4. AB2019-206 Request approval for the County Executive to award RFP #19-12, and authorization to enter into a 36-month lease with Marple Fleet Leasing for leasing four vehicles for the Sheriff's Office, in the amount of \$71,704.12  
**Approved Consent 7-0**

### OTHER ITEMS

(From Council Natural Resources Committee)

1. AB2019-216 Resolution supporting funding for Stewardship Forester positions in the Department of Natural Resources Small Forest Landowner Office  
**Approved 7-0, Resolution 2019-021**

(From Council Finance and Administrative Services Committee)

2. AB2019-176 Ordinance amending the Ferry System Petty Cash Revolving Fund from \$1800 to \$3300  
**Adopted 7-0, Ordinance 2019-029**
3. AB2019-184 Ordinance amending the project budget for the East Whatcom Regional Resource Center Expansion project, in the amount of \$115,000  
**Adopted 7-0, Ordinance 2019-030**

## WHATCOM COUNTY COUNCIL ACTION TAKEN – April 9, 2019

4. AB2019-187 Ordinance amending Whatcom County Code Chapter 2.128, Business and Commerce Advisory Committee, to amend membership  
**Substitute Adopted 7-0, Ordinance 2019-031**
  5. AB2019-189 Request authorization for the County Executive to enter into a contract between Whatcom County and Pacific CM LLC for material sample collection, on-site material inspection, on-site construction inspection, concrete testing, hot mix asphalt (HMA), aggregates and other construction materials, for various projects, in the amount not to exceed \$200,000  
**Approved 7-0**
- (No Committee Assignment)
6. AB2019-209 Approval of letter in support of retaining the Alaska Marine Highway System between Bellingham and Alaska  
**Approved 7-0**
  7. AB2019-161 Resolution celebrating April as a month of Sikh awareness and appreciation in Whatcom County  
**Substitute Approved 6-1, Frazey abstained, Resolution 2019-022**

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

1. AB2019-205 Request confirmation of County Executive's appointment of Dave Finet to the Whatcom County Housing Authority Board of Commissioners. And for information, the County Executive concurs with Mayor Linville's appointment of Stephen Gockley to the Bellingham Housing Authority Board of Commissioners  
**Confirmed 7-0**

### **INTRODUCTION ITEMS**

1. AB2019-179 Ordinance amending WCC 2.120.040 Membership- Term of Office for Surface Mining Advisory Committee  
**Introduced 7-0**
2. AB2019-190 Ordinance establishing temporary installation of stop signs during construction of the West Badger Road/Bertrand Creek Bridge No 50 Replacement Project  
**Introduced 7-0**
3. AB2019-201 Ordinance amending the 2019 Whatcom County Budget, request no. 5, in the amount of \$1,613,991  
**Introduced 7-0**
4. AB2019-202 Ordinance amending the project budget for the Jail Improvement Fund, request no. 4  
**Introduced 7-0**
5. AB2019-203 Ordinance amending the project budget for the New Jail Fund 2013-2014, request no. 4  
**Introduced 7-0**
6. AB2019-207 Ordinance adopting amendments to WCC Title 20 Zoning, amending the lot coverage limits for public community facilities in the Residential Rural (RR), Rural (R), and Point Roberts Transitional Zone (TZ) districts  
**Introduced 7-0**
7. AB2019-210 Ordinance amending Whatcom County Code Title 3, creating a local employee and apprenticeship program  
**Referred to Public Works Committee in two weeks, 6-1, Browne opposed.**
8. Ordinance amending the 2019 Whatcom County Budget, sixth request, in the amount of \$836,000  
**Introduced 7-0**

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

#### **ADJOURN**

The next regular Council meeting is scheduled for 7:00 p.m. Tuesday, April 23, 2019 in the Council Chambers, 311 Grand Avenue, Bellingham



# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2019-179

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<b>File ID:</b>	AB2019-179	<b>Version:</b>	1	<b>Status:</b>	Introduced
<b>File Created:</b>	03/15/2019	<b>Entered by:</b>	jfleisch@co.whatcom.wa.us		
<b>Department:</b>	Planning and Development Services Department	<b>File Type:</b>	Ordinance		

**First Assigned to:** Council Natural Resources Committee

<b>Agenda Date:</b>	04/23/2019	<b>Next Mtg. Date:</b>		<b>Hearing Date:</b>	
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### TITLE FOR AGENDA ITEM:

Ordinance amending WCC 2.120.040 Membership- Term of Office for Surface Mining Advisory Committee

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

The proposal will amend Whatcom County Code (WCC) 2.120.040 to allow the County Council to waive the one-year period of separation set forth in WCC 2.03.030 when committee positions remain unfilled.

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### HISTORY OF LEGISLATIVE FILE

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Date:	Acting Body:	Action:	Sent To:
04/09/2019	Council	INTRODUCED	Council Natural Resources Committee

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**Attachments:** Staff Memo 3/20/2019, Ordinance, Exhibit A - Underline, Exhibit A - Clean

**Final Action:**  
**Enactment Date:**  
**Enactment #:**



## **Memorandum**

**TO:** Whatcom County Council

**FROM:** Joshua Fleischmann, Planner

**THROUGH:** Mark Personius, Director

**DATE:** March 20, 2019

**SUBJECT:** Amendment to Whatcom County Code 2.120.040 Membership - Term of Office for the Surface Mining Advisory Committee

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The proposed ordinance will amend Section 2.120.040 Membership - Term of Office for the Surface Mining Advisory Committee (SMAC). Presently, after serving two consecutive full terms, a citizen may become eligible for reappointment to the committee after a one-year period of separation (WCC 2.03.030). The proposed amendment would allow the County Council to waive the one-year period of separation when committee positions remain unfilled.

After seven committee members' terms expired (five 2nd term; two 1st term) on January 31, 2019, and three citizens were recently appointed to the committee, the SMAC presently consists of 5 appointed members and has 6 vacancies.

At the March 12th County Council Special Committee of the Whole, committee members expressed interest in ways to address unfilled positions and/or have a quorum on the SMAC.

Many of the five outgoing committee members whose 2nd term recently expired have expressed interest in staying involved, either by reapplying for the SMAC in the future or through remaining on an e-mail list of citizens interested in surface mining in Whatcom County.

Staff believes that this amendment is in the best interest of the stability of the SMAC, as it allows recent members who are interested in serving on the SMAC to fill positions that would otherwise remain vacant.

If you have any questions, please contact Joshua Fleischmann at [jfleisch@co.whatcom.wa.us](mailto:jfleisch@co.whatcom.wa.us).

ORDINANCE # \_\_\_\_\_

**AMENDMENT TO WHATCOM COUNTY CODE 2.120.040 MEMBERSHIP-TERM OF  
OFFICE FOR THE SURFACE MINING ADVISORY COMMITTEE**

**WHEREAS**, the Whatcom County Surface Mining Advisory Committee is comprised of 11 members appointed by the County Council; and

**WHEREAS**, appointments to boards, committees and commissions made by the council may be for a term up to four years; and

**WHEREAS**, no board, commission or committee member shall serve more than two consecutive full terms; and

**WHEREAS**, a citizen may become eligible for reappointment to a board, commission or committee after a one-year period of separation from that respective board, commission or committee on which he or she has previously served; and

**WHEREAS**, the Surface Mining Advisory Committee presently has 6 vacancies; and

**WHEREAS**, recent committee members who have not obtained one-year of separation are not presently eligible to reapply but

**WHEREAS**, recent committee members may be willing to continue serving on the committee.

**NOW, THEREFORE, BE IT FINALLY ORDAINED** that Whatcom County Code Chapter 2.120 is hereby amended as shown in Exhibit A.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2019

ATTEST:

WHATCOM COUNTY COUNCIL  
WHATCOM COUNTY, WASHINGTON

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

\_\_\_\_\_  
Rud Browne, Chair

APPROVED as to form:

( ) Approved      ( ) Denied

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

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

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

# Exhibit A

## Title 2 Administration and Personnel Amendments

### Chapter 2.120 SURFACE MINING ADVISORY COMMITTEE

#### 2.120.040 Membership - Term of Office

- A. The committee shall consist of the following individuals:
1. One civil or geotechnical engineer with no direct or indirect financial business ties to the industry;
  2. One material user;
  3. One geologist;
  4. Two members of the surface mining industry;
  5. One citizen who lives in close proximity to active mining, mineral overlay area, or quarry;
  6. One representative of agriculture ~~from the conservation district~~;
  7. One representative of forestry;
  8. One representative of ground water as a potable, domestic supply, specifically a public water system or private well owner;
  9. One ecologist;
  10. One environmental consultant.
- B. Committee members shall be appointed by the county council. Member terms will be four years. (Ord. 2000-017).
- C. When a committee member has completed two consecutive full terms, if a position on the committee remains unfilled for one month, the County Council shall have the right to waive the one-year period of separation set forth in WCC 2.03.030. The exiting committee member may apply for any vacant position for which they are qualified.
- D. When considering applications for appointments to this committee, county council should stagger the terms such that the term limit requirement in WCC 2.03.030 does not cause more than five positions to expire simultaneously.

# Exhibit A

## Title 2 Administration and Personnel Amendments

### Chapter 2.120 SURFACE MINING ADVISORY COMMITTEE

#### 2.120.040 Membership - Term of Office

- A. The committee shall consist of the following individuals:
  - 1. One civil or geotechnical engineer with no direct or indirect financial business ties to the industry;
  - 2. One material user;
  - 3. One geologist;
  - 4. Two members of the surface mining industry;
  - 5. One citizen who lives in close proximity to active mining, mineral overlay area, or quarry;
  - 6. One representative of agriculture;
  - 7. One representative of forestry;
  - 8. One representative of ground water as a potable, domestic supply, specifically a public water system or private well owner;
  - 9. One ecologist;
  - 10. One environmental consultant.
- B. Committee members shall be appointed by the county council. Member terms will be four years. (Ord. 2000-017).
- C. When a committee member has completed two consecutive full terms, if a position on the committee remains unfilled for one month, the County Council shall have the right to waive the one-year period of separation set forth in WCC 2.03.030. The exiting committee member may apply for any vacant position for which they are qualified.
- D. When considering applications for appointments to this committee, county council should stagger the terms such that the term limit requirement in WCC 2.03.030 does not cause more than five positions to expire simultaneously.





# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2019-226

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<b>File ID:</b>	AB2019-226	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	04/09/2019	<b>Entered by:</b>	skorthui@co.whatcom.wa.us		
<b>Department:</b>	County Executive's Office	<b>File Type:</b>	Report		

**First Assigned to:** Council Finance and Administrative Services Committee

<b>Agenda Date:</b>	04/23/2019	<b>Next Mtg. Date:</b>		<b>Hearing Date:</b>	
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Primary Contact Email: KGoens@WhatcomCounty.us

### TITLE FOR AGENDA ITEM:

Report from Whatcom County's Human Resources Department

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Human Resources Manager Karen Goens will present HR's report to Council

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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:**

**Final Action:**  
**Enactment Date:**  
**Enactment #:**



# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2019-227

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<b>File ID:</b>	AB2019-227	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	04/09/2019	<b>Entered by:</b>	LCumming@co.whatcom.wa.us		
<b>Department:</b>	Public Works Department	<b>File Type:</b>	Contract (WCFCZDBS)		

**First Assigned to:** Council Finance and Administrative Services Committee

<b>Agenda Date:</b>	04/23/2019	<b>Next Mtg. Date:</b>		<b>Hearing Date:</b>	
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Primary Contact Email: sdraper@co.whatcom.wa.us

### TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter in to an Interlocal Agreement between Whatcom County Flood Control Zone District and Diking District #2 to provide cost-share funding for the Sande-Williams Levee Rehabilitation in the net amount of \$68,000 (Council acting as the Whatcom County Flood Control Zone District Board of Supervisors)

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attached memorandum

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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:** Memo-Interlocal Diking District #2, Interlocal Agreement with Diking District #2

**Final Action:**  
**Enactment Date:**  
**Enactment #:**

JON HUTCHINGS  
DIRECTOR



RIVER AND FLOOD  
322 N. Commercial Street, Suite 120  
Bellingham, WA 98225-4042  
Phone: (360) 778-6230  
Fax: (360) 778-6231  
[www.whatcomcounty.us](http://www.whatcomcounty.us)

## MEMORANDUM

**TO:** The Honorable Members of the Whatcom County  
Flood Control Zone District Board of Supervisors

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

**FROM:** Paula J. Harris, River and Flood Manager *PJH*  
Gary S. Stoyka, Natural Resources Manager *GSS*

**RE:** Interlocal Agreement with Diking District #2 for Sande-Williams Levee Rehabilitation

**DATE:** April 5, 2019

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Enclosed are two (2) originals of an Interlocal Agreement between the Whatcom County Flood Control Zone District and Diking District #2 for your review and signature.

### Requested Action

Public Works respectfully requests that the County Executive, and the County Council, acting as the Flood Control Zone District (FCZD) Board of Supervisors, enter into an Interlocal Agreement (ILA) with Diking District #2 (DD#2) to provide cost-share funding in the net amount of \$68,000 for the Sande-Williams Levee Rehabilitation.

### Background and Purpose

The Sande-Williams Levee is currently eligible for rehabilitation under the US Army Corps of Engineers (USACE) PL 84-99 Program. For most of the Nooksack River levees, the FCZD is the local sponsor for the PL 84-99 Program; however, DD#2 became the PL 84-99 sponsor for the Sande-Williams Levee, at their request, in 2008.

The riprap face on the levee was damaged during floods in 2017 and 2018, and DD#2 requested assistance from the USACE. The USACE intends to implement a rehabilitation project on the damaged section of the levee this summer; the estimated construction cost of the project is \$425,000. The PL 84-99 Program requires a 20% cost share from the local sponsor, which is \$85,000 for this project. DD#2 requested the FCZD provide financial assistance through the Flood Control Construction Cost Share Program, which normally provides for a 70/30 cost-share between the FCZD and the local sponsor. For this project DD#2 has insufficient funds to provide the local match and has requested the cost-share be revised to 80% funding from the FCZD and 20% from DD#2; alternate cost-shares are allowed under the program as long as they are approved by the Board of Supervisors. The FCZD Advisory Committee unanimously supported this request at their July 19, 2018 meeting.

### Funding Amount and Source

The proposed ILA includes a 80/20 cost share to be applied to the \$85,000 (20% of total cost) local sponsor share, for a net FCZD contribution of 14% of the total project cost up to \$68,000. DD#2 hopes to provide some of their share (6% of total project cost) by providing in-kind service. The USACE can only receive one payment for the local sponsor share, so the FCZD will provide the \$85,000 upfront payment to the USACE, and be reimbursed by DD#2 for their share. This is within the amount budgeted for this project in the 2019 FCZD budget.

Please contact Paula Harris at extension 6285, if you have any questions or concerns regarding the terms of this agreement.



# WHATCOM COUNTY CONTRACT INFORMATION SHEET

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

Originating Department:	Public Works
Division/Program: <i>(i.e. Dept. Division and Program)</i>	River and Flood/907545
Contract or Grant Administrator:	Paula Harris
Contractor's / Agency Name:	US Army Corps of Engineers
<p>Is this a New Contract?    If not, is this an Amendment or Renewal to an Existing Contract?    Yes <input type="checkbox"/>    No <input type="checkbox"/></p> <p>Yes <input checked="" type="checkbox"/>    No <input type="checkbox"/>    If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____</p> <p>Does contract require Council Approval?    Yes <input checked="" type="checkbox"/>    No <input type="checkbox"/>    If No, include WCC: _____</p> <p>Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)</p> <p>Is this a grant agreement?    Yes <input type="checkbox"/>    No <input checked="" type="checkbox"/>    If yes, grantor agency contract number(s): _____ CFDA#: _____</p> <p>Is this contract grant funded?    Yes <input type="checkbox"/>    No <input checked="" type="checkbox"/>    If yes, Whatcom County grant contract number(s): _____</p> <p>Is this contract the result of a RFP or Bid process?    Yes <input type="checkbox"/>    No <input checked="" type="checkbox"/>    If yes, RFP and Bid number(s): _____ Contract Cost Center: 719004</p> <p>Is this agreement excluded from E-Verify?    No <input type="checkbox"/>    Yes <input checked="" type="checkbox"/>    If no, include Attachment D Contractor Declaration form.</p> <p>If YES, indicate exclusion(s) below:</p> <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Professional services agreement for certified/licensed professional.  <input type="checkbox"/> Contract work is for less than \$100,000.  <input type="checkbox"/> Contract work is for less than 120 days.  <input checked="" type="checkbox"/> Interlocal Agreement (between Governments).         </div> <div> <input type="checkbox"/> Contract for Commercial off the shelf items (COTS).  <input type="checkbox"/> Work related subcontract less than \$25,000.  <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.         </div> </div>	
<p>Contract Amount:(sum of original contract amount and any prior amendments):</p> <p style="margin-left: 20px;">\$85,000 up-front payment to USACE; Net payment of 16% of total project \$ cost not to exceed \$68,000</p> <p>This Amendment Amount: \$ _____</p> <p>Total Amended Amount: \$ _____</p>	<p>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></p> <ol style="list-style-type: none"> <li>1. Exercising an option contained in a contract previously approved by the council.</li> <li>2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance.</li> <li>3. Bid or award is for supplies.</li> <li>4. Equipment is included in Exhibit "B" of the Budget Ordinance</li> <li>5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.</li> </ol>
<p>Summary of Scope: Interlocal Agreement with Diking District #2 to provide cost-share funding for Sande-Williams Levee Rehabilitation by the US Army Corps of Engineers</p>	
Term of Contract:	Cost-share
Expiration Date:	N/A

Contract Routing:	1. Prepared by: Paula Harris	Date: 4-5-19
	2. Attorney signoff: Christopher Quinn	Date: 4/8/2019
	3. AS Finance reviewed: bbennett	Date: 4/08/19
	4. IT reviewed (if IT related):	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: _____

**INTERLOCAL AGREEMENT**  
**Between Diking District #2 and Whatcom County Flood Control Zone District**  
**for**  
**Sande-Williams Levee Rehabilitation**

WHEREAS, Diking District #2 (DD#2) serves as the local sponsor for the Sande-Williams Levee under the US Army Corps of Engineers' (USACE) Public Law (PL) 84-99 Program which provides funding and staffing resources to implement levee rehabilitation projects after levees are damaged during flood events; and

WHEREAS, DD#2 submitted requests for rehabilitation assistance to the USACE after floods in November 2017 and 2018; and

WHEREAS, DD#2 has entered into a cooperative agreement with the USACE that includes an 80% federal – 20% local cost share arrangement to achieve necessary repairs to the Sande-Williams Levee; and

WHEREAS, at the July 19, 2018 meeting of the Whatcom County Flood Control Zone District (FCZDt) Advisory Committee, DD#2 requested the FCZD provide 80% of their local sponsor match, which at the time was estimated to be approximately \$100,000 based on a total cost estimate of \$500,000; and

WHEREAS, the FCZD Advisory Committee unanimously supported the cost-share arrangement proposed by DD #2 at their July 19, 2018 meeting; and

WHEREAS, the final construction cost estimate of the rehabilitation of the Sande-Williams Levee is \$425,000, with \$340,000 of that total amount to be borne by the USACE, and the remaining \$85,000 to be provided by the local sponsor; and

WHEREAS, the FCZD's Board of Supervisors has adopted a resolution providing that the FCZD will cost share at a ratio of 70% - 30% on approved repair and maintenance projects with local sponsoring agencies such as DD#2; and

WHEREAS, the resolution also provides for alternate cost-share ratios as long as they are approved by the Board of Supervisors; and

WHEREAS, based on the updated cost estimate and the proposed cost-share formula the FCZD contribution would be \$68,000, which is within the amount budgeted for this project in the 2019 FCZD budget, and the DD#2 contribution would be \$17,000; and

WHEREAS, DD#2 currently does not have a sufficient fund balance to provide its full share up-front and will need to utilize funds from its 2020 tax assessments to cover its full obligation;

NOW THEREFORE, DD #2 and the District agree as follows:

**I. DIKING DISTRICT #2 RESPONSIBILITIES**

DD #2 hereby agrees to:



- 1) Comply with the requirements of the USACE's PL 84-99 program as necessary to carry out the activities described in the Cooperative Agreement, attached hereto and incorporated herein as Exhibit "A", and the design drawings titled "Levee Rehabilitation Nooksack River Sande Williams Levee NSK-04-18, attached hereto and incorporated herein as Exhibit "B".
- 2) Provide six-thousand (\$6,000) of its cost-share to the FCZD upon full execution of this agreement.
- 3) Provide the remainder of its obligation (20% of the 20% local sponsor share of the total project cost), less the value of any in-kind credit DD #2 can negotiate with the USACE, within thirty (30) calendar days of the FCZD invoice submitted to DD #2 after the USACE submits its final accounting for project costs.

DD #2 further agrees that:

- 1) The work performed pursuant to this agreement on the levee and/or revetment will not raise the elevation of those structures or further encroach into the Nooksack River beyond their previously permitted height and extent;
- 2) It will accept full responsibility for obtaining required permits from the appropriate regulatory agencies, and will abide by the conditions of those permits;
- 3) It will perform, without any cost to the FCZD, any and all mitigation that may be required by regulatory agencies in connection with the work covered by this agreement and will hold harmless and indemnify the FCZD from and for such mitigation;
- 4) It will accept and perform all maintenance obligations imposed by the Army Corps of Engineers as a condition of its participation in the work described herein.

## **II. FLOOD CONTROL ZONE DISTRICT RESPONSIBILITIES**

The FCZD hereby agrees to:

- 1) Upon execution of this interlocal agreement, provide up-front payment to the USACE for 20% share of the total cost of the project described in Exhibits "A" and "B" in an amount not to exceed Eighty Five Thousand and No/100 Dollars (\$85,000.00);
- 2) Once the USACE provides the final accounting of project costs, calculate the remaining obligation of DD #2 needed to fulfill the 20% of the 20% local sponsor share less the \$6,000 up-front payment and less the credit for any in-kind services provided by DD #2, and invoice DD #2 for that remaining amount. If DD#2 is able to negotiate credit for in-kind services that exceeds the balance due, the FCZD will reimburse DD#2 the difference between the in-kind credit and the balance due, but not more than the up-front payment of \$6,000.
- 3) To complete a Shoreline Statement of Exemption Application for the proposed project and provide it to DD #2 commissioners for their submission to Whatcom County Planning and Development Services.

## **III. PAYMENT**

Upon execution of this agreement, the District will initiate the process to distribute payment and shall provide payment directly to the USACE no later than twenty (20) calendar days from the date of execution.

DD #2 shall authorize transfer of its \$6,000 up-front payment to the District within ten (10) calendar days of its receipt of the fully executed agreement.

DD #2 shall provide payment for the remainder of the obligation within thirty (30) calendar days of the date of the invoice from the District.

#### **IV. TERM**

This Agreement shall be effective once fully executed and shall remain in effect until the final cost summary and refund, if applicable, is provided by the USACE, and DD #2 has fulfilled its obligation to refund the portion due to the District. All non-monetary obligations between the parties shall remain in effect and shall survive termination of this agreement.

#### **V. RESPONSIBLE PERSONS**

The persons responsible for administration of this Agreement shall be the Chair of DD#2 and the River & Flood Division Manager, or their respective designees.

#### **VI. INDEMNIFICATION**

Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to fullest extent required by law, and further agrees to save, indemnify, defend, and hold the other party harmless from any such liability. It is further provided that no liability shall attach to the Parties by reason of entering into this Agreement except as expressly provided herein.

#### **VII. AGREEMENT ALTERATIONS AND AMENDMENTS**

This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the Parties.

#### **VIII. GOVERNANCE**

This Agreement is entered into pursuant to and under the authority granted by the laws of the State of Washington and Whatcom County. The provisions of this Agreement shall be construed to conform to those laws.

#### **IX. SEVERABILITY**

In the event any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

#### **X. INTEGRATION OF AGREEMENT**

This Agreement contains all the terms and conditions agreed upon by the Parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto.

#### **XI. RECORDATION**

Upon execution by both of the Parties hereto, the District shall record this Agreement in the office of the Whatcom County Auditor, or follow such other requirement as provided pursuant to RCW 39.34.040.



IN WITNESS WHEREOF, the Parties hereto have executed this Agreement this 9 day of April 2019.

**WHATCOM COUNTY DIKING DISTRICT #2**

By Gene Aarstol  
Gene Aarstol, Chair, Diking District #2

Approved as to form:

\_\_\_\_\_

**WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT**

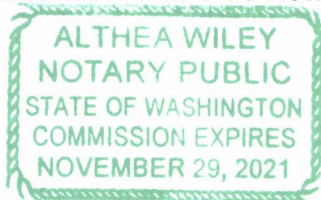
By \_\_\_\_\_  
Jack Louws, County Executive, on behalf  
of FCZD Board of Supervisors

Approved as to form:

Cecilia 4/11/19  
Whatcom County Chief Civil Deputy  
Prosecutor  
Jon Hutchings 4/11/19  
Jon Hutchings, Director of Public Works

STATE OF WASHINGTON )  
COUNTY OF WHATCOM ) ss.

On this 9th day of April, 2019, before me personally appeared Jack Louws, to me known to be the County Executive of Whatcom County and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.



Althea Wiley  
NOTARY PUBLIC in and for the State of  
Washington, residing at Whatcom.  
My commission expires: 11/29/21

STATE OF WASHINGTON )  
COUNTY OF WHATCOM ) ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me personally appeared Gene Aarstol, to me known to be the Chair of Whatcom County Diking District #2 and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of  
Washington, residing at \_\_\_\_\_  
My commission expires: \_\_\_\_\_



# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2019-201

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<b>File ID:</b>	AB2019-201	<b>Version:</b>	1	<b>Status:</b>	Introduced
<b>File Created:</b>	03/26/2019	<b>Entered by:</b>	MCaldwel@co.whatcom.wa.us		
<b>Department:</b>	Finance Division	<b>File Type:</b>	Ordinance		

**First Assigned to:** Council Finance and Administrative Services Committee

<b>Agenda Date:</b>	04/23/2019	<b>Next Mtg. Date:</b>		<b>Hearing Date:</b>	
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Primary Contact Email: [mcaldwel@co.whatcom.wa.us](mailto:mcaldwel@co.whatcom.wa.us)

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

Ordinance amending the 2019 Whatcom County Budget, request no. 5, in the amount of \$1,613,991

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

Supplemental No. 5 requests funding from the General Fund:

1. To appropriate \$15,393 in Sheriff's Office to fund Boating Safety Program from grant proceeds
2. To appropriate \$272,221 in Health to fund various marijuana prevention and substance use disorder programs from grant proceeds

From the Behavioral Health Programs Fund:

3. To appropriate \$785,395 in Health to fund additional behavioral health programs and supportive housing services
4. To appropriate \$96,500 in Health to fund the GRACE Program from Peace Health and North Sound Accountable Community of Health funding

From the Countywide Emergency Medical Services Fund:

5. To appropriate \$438,482 to fund increased dispatch costs and other unanticipated expenses from Ground Emergency Medical Transportation (GEMT) payment proceeds

From the Community Development Fund:

6. To appropriate \$6,000 to fund additional support for the On-Site Septic System (OSS) and Operations & Maintenance rebate and incentives program

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## HISTORY OF LEGISLATIVE FILE

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Date:	Acting Body:	Action:	Sent To:
04/09/2019	Council	INTRODUCED	Council Finance and Administrative Services Committee

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**Attachments:** Ordinance

**Final Action:**  
**Enactment Date:**  
**Enactment #:**

**ORDINANCE NO.  
AMENDMENT NO. 5 OF THE 2019 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 2019 budget included therein:

Fund	Expenditures	Revenues	Net Effect
<b>General Fund</b>			
Sheriff	15,393	(15,393)	-
Health	272,221	(305,916)	(33,695)
<b>Total General Fund</b>	<b>287,614</b>	<b>(321,309)</b>	<b>(33,695)</b>
<b>Behavioral Health Programs Fund - Health</b>	<b>881,895</b>	<b>(350,000)</b>	<b>531,895</b>
<b>Countywide Emergency Medical Services Fund</b>	<b>438,482</b>	<b>(1,000,000)</b>	<b>(561,518)</b>
<b>Community Development Fund</b>	<b>6,000</b>	-	<b>6,000</b>
<b>Total Supplemental</b>	<b>1,613,991</b>	<b>(1,671,309)</b>	<b>(57,318)</b>

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

ATTEST:

WHATCOM COUNTY COUNCIL  
WHATCOM COUNTY, WASHINGTON

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

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

APPROVED AS TO FORM:

( ) Approved      ( ) Denied

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

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

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

WHATCOM COUNTY				
Summary of the 2019 Supplemental Budget Ordinance No. 5				
Department/Fund	Description	Increased (Decreased) Expenditure	(Increased) Decreased Revenue	Net Effect to Fund Balance (Increase) Decrease
<b>General Fund</b>				
Sheriff	To fund Boating Safety Program from grant proceeds.	15,393	(15,393)	-
Health	To fund prevention programs from marijuana prevention grant proceeds.	75,852	(83,438)	(7,586)
Health	To fund substance use disorder programs with Criminal Justice Treatment Account grant proceeds.	154,982	(172,470)	(17,488)
Health	To fund youth marijuana prevention and education efforts from grant proceeds.	41,387	(50,008)	(8,621)
<b>Total General Fund</b>		<b>287,614</b>	<b>(321,309)</b>	<b>(33,695)</b>
<b>Behavioral Health Programs Fund</b>				
Health	To fund additional behavioral health programs and supportive housing services.	785,395	(300,000)	485,395
Health	To fund the GRACE Program from Peace Health funding.	50,000	(50,000)	-
Health	To fund the GRACE Program from North Sound Accountable Community of Health participation payments received in 2018.	46,500	-	46,500
<b>Total Behavioral Health Programs Fund</b>		<b>881,895</b>	<b>(350,000)</b>	<b>531,895</b>
<b>Countywide Emergency Medical Services Fund</b>	To fund increased dispatch costs and other unanticipated expenses from Ground Emergency Medical Transportation (GEMT) payment proceeds.	<b>438,482</b>	<b>(1,000,000)</b>	<b>(561,518)</b>
<b>Community Development Fund</b>	To fund additional support for the On-Site Septic System (OSS) and Operations & Maintenance rebate and incentives program.	<b>6,000</b>	-	<b>6,000</b>
<b>Total Supplemental</b>		<b>1,613,991</b>	<b>(1,671,309)</b>	<b>(57,318)</b>

# Supplemental Budget Request

Status: Pending

Sheriff

Operations

Suppl ID # 2712

Fund 1

Cost Center 1003512006

Originator: Jacque Korn

Year 1 2019

Add'l FTE ☐

Priority 1

Name of Request: Recreational Boating Safety Grant - 2019

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	4333.8701	Boating Safety	(\$15,393)
	6140	Overtime	\$13,294
	6210	Retirement	\$722
	6230	Social Security	\$1,017
	6259	Worker's Comp-Interfund	\$343
	6269	Unemployment-Interfund	\$17
	<b>Request Total</b>		<b>\$0</b>

## 1a. Description of request:

The Sheriff's Office received a Recreational Boating Safety (RBS) Grant from Washington State Parks and Recreation Commission. This is an annual grant awarded to the Sheriff's Office to conduct on-the-water patrols to increase education and enforcement activities, encouraging greater compliance with boating safety laws in an effort to reduce boating-related loss of life, personal injury, and property damage.

## 1b. Primary customers:

Whatcom County citizens and visitors.

## 2. Problem to be solved:

The Sheriff's Office is currently the only law enforcement agency in Whatcom County that operates a state approved boating safety program under WAC 352-65. The Sheriff's Office provides recreational boating safety patrols and enforcement of both county code and state law.

## 3a. Options / Advantages:

Grant funds are awarded specifically for boating safety education, assistance, and enforcement activities.

## 3b. Cost savings:

Cost savings of \$15,392.75

## 4a. Outcomes:

Marine patrols will be conducted during the peak boating period from May to September 2019.

## 4b. Measures:

Written vessel inspections will be conducted and submitted to State Parks.

## 5a. Other Departments/Agencies:

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

## 6. Funding Source:

Washington State Parks and Recreation Commission, RBS Federal Financial Assistance Grant. Funds originate from Department of Homeland Security, CFDA No. 97.012.

# Supplemental Budget Request

Status: Pending

Health

Human Services

Suppl ID # 2718

Fund 1

Cost Center 677410

Originator: Kathleen Roy

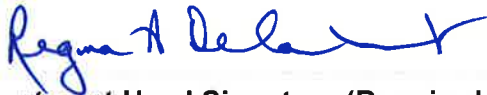
Year 1 2019

Add'l FTE ☐

Priority 1

Name of Request: Dedicated Marijuana Prevention Funding

X



3/25/19

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	4334.0469	Marijuana Prevention	(\$83,438)
	6610	Contractual Services	\$75,852
	<b>Request Total</b>		<b>(\$7,586)</b>

## 1a. Description of request:

Request authority to expend grant funds from the North Sound Behavioral Health Organization (NS BHO) to ensure that the tax revenue from the sale of marijuana and marijuana products is utilized for substance use disorder prevention. Funds will be used for the implementation of effective direct service prevention programming for youth and families (i.e., school-based services, case management, etc.), as well as to provide community education about the harms associated with marijuana use.

## 1b. Primary customers:

Whatcom County youth and adults

## 2. Problem to be solved:

Youth who misuse or abuse substances early in life have higher rates of addiction as adults. Legalization of marijuana and marijuana products has increased exposure and access to products among youth and adults in the community, elevating risk for experimentation and potential abuse. The 2016 Healthy Youth Survey reflected a declining "perceived risk" of regular marijuana use. Research has demonstrated that when perceived risk decreases, use of that substance increases. In 2016 about one in five 8th graders, one in three 10th graders, and nearly half of 12th graders surveyed perceived 'no/slight risk' to regular use of marijuana. Implementing effective programs and services can increase awareness of the harms, reduce consumption, and also provide other social benefits (better school performance, improved family functioning, etc.).

## 3a. Options / Advantages:

This funding provides targeted education/information and prevention programming to youth and community members using research-based strategies and interventions. Services will rely on established research to ensure education to youth and the community is done effectively, and that implemented programs have already demonstrated positive outcomes, such as the Student Assistance Programs (SAP). SAP's, for example, can significantly impact attitudes and behaviors related to substance use. One local SAP demonstrated a reduction of marijuana use by 20% among students participating in services. That same program showed a reduction in alcohol use by 28%, and reduction of tobacco use by 80%. Similar school and community-based programs will be implemented.

## 3b. Cost savings:

Prevention services have shown to save costs. According to the Substance Abuse and Mental Health Services Administration (SAMHSA), school-based prevention services, for example, show an average return of \$18 per dollar invested.

## 4a. Outcomes:

The reduction of marijuana use is the ultimate outcome of these efforts. This is accomplished by increasing the perception of harm from using marijuana among youth and adults, while providing

Monday, March 25, 2019

Rpt: Rpt Suppl Regular



## Supplemental Budget Request

Status: Pending

### Health

### Human Services

Suppl ID # 2718

Fund 1

Cost Center 677410

Originator: Kathleen Roy

appropriate skills and interventions. These are measured through local measurement tools, including the Healthy Youth Survey.

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

2018 Healthy Youth Survey will provide comparative data on youth perceptions of harmfulness and use of marijuana.

a) Increase the percentage of 8th and 10th grade students who perceive harm from using marijuana

b) Delay the age of initiation of substance use (including marijuana) among 8th and 10th grade students

c) Reduce the percentage of past month use (last 30 days) of marijuana among 8th and 10th grade students

d) Increase the percentage of 8th and 10th grade students who perceive harm from vaping and using vape devices

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

None

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

n/a

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

North Sound Behavioral Health Organization administers the grant funding from the DSHS/DBHR Designated Marijuana Account.



# Supplemental Budget Request

Status: Pending

Health

Human Services

Suppl ID # 2717

Fund 1

Cost Center 675600

Originator: Kathleen Roy

Year 1 2019

Add'l FTE ☐

Priority 1

Name of Request: 2019 Criminal Justice Treatment Account

X



3/25/19

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	4334.0466	CJTA Treatment	(\$172,470)
	6610	Contractual Services	\$154,982
	<b>Request Total</b>		<b>(\$17,488)</b>

## 1a. Description of request:

We are requesting additional expenditure authority to use state dedicated funding to support services for individuals who have been charged with non-violent crimes. Services supported will include substance use disorder (SUD) assessments, residential treatment, outpatient treatment, and housing assistance.

## 1b. Primary customers:

Individuals involved in the criminal justice system who have a pending non-violent criminal charge from a prosecuting attorney in the state of Washington, and who have a SUD which requires treatment. Priority will be given to individuals who are enrolled in a therapeutic court program.

## 2. Problem to be solved:

Non-violent offenders have limited access to resources to help them initiate and maintain long term recovery. CJTA funding provides a full continuum of therapeutic services for these individuals, especially those enrolled in therapeutic court programs

## 3a. Options / Advantages:

A local CJTA panel was convened to consider best options for use of these dedicated funds and made recommendations for those areas of service most needed by the population to be served. Gaps in care included: assessments in the jail, outpatient and residential treatment, and especially housing.

## 3b. Cost savings:

Providing clean and sober housing assistance and SUD treatment for individuals involved in the criminal justice system are proven strategies for cost saving. Treatment for people with addiction provides a savings of \$3-\$7 for every dollar spent. Housing people who are homeless, especially those challenged with an addiction, can result in \$14,700 per person saved in other costs.

## 4a. Outcomes:

Outcomes include: Reduction in recidivism, increased stability in recovery from SUD, and increased retention in Therapeutic Court Programs. Outcomes will be tracked throughout an individual's participation in therapeutic court programs.

## 4b. Measures:

Number of individuals receiving and completing in-jail as well as out-of-jail assessments for SUD, and number admitted to outpatient treatment, and number admitted to residential treatment, and number served with housing assistance.

## 5a. Other Departments/Agencies:

Assessments will take place in the Whatcom County Jail where people will be released to inpatient treatment. Whatcom County Therapeutic Courts (Drug Court, Mental Health Court, Family Treatment Court) will also be positively impacted by this full services continuum.

Monday, March 25, 2019

Rpt: Rpt Suppl Regular

## Supplemental Budget Request

*Status:* Pending

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**Health**

**Human Services**

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*Suppl ID #* 2717

**Fund** 1

**Cost Center** 675600

**Originator:** Kathleen Roy

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

**6. Funding Source:**

State Health Care Authority, Criminal Justice Treatment Account Funds.

# Supplemental Budget Request

Status: Pending

Health

Human Services

Suppl ID # 2720

Fund 1

Cost Center 677350

Originator: Kathleen Roy

Year 1 2019

Add'l FTE ☐

Priority 1

Name of Request: Increased Grant YMPEP

X

*Regina A. DeLa...*

3/25/19

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	4334.0493	DOH6 PSAP	(\$50,008)
	6610	Contractual Services	\$41,387
	<b>Request Total</b>		<b>(\$8,621)</b>

## 1a. Description of request:

We are requesting additional expenditure authority for continued implementation of youth marijuana prevention and education efforts in Whatcom County and the North Sound Region. We received an increase in DOH funding that will support promising and best practices that target the reduction and prevention of youth marijuana use with a primary focus on policy, systems, and environmental change strategies.

## 1b. Primary customers:

Youth and Adults in Whatcom County and North Sound Region (Whatcom, Skagit, San Juan, Island, and Snohomish Counties)

•Local Health Jurisdictions, Community Coalitions, and Community Agencies in the North Sound Region.

## 2. Problem to be solved:

The 2016 Healthy Youth Survey shows that about one in four 12th grade students in Washington reported using marijuana in the past month. About one in five 8th graders, one in three 10th graders, and nearly half of the 12th graders surveyed perceived no/slight risk of regular use of marijuana. Research indicates that youth marijuana use can negatively impact brain health and development. Currently there are currently limited youth education and prevention programs available in our region.

## 3a. Options / Advantages:

Services will be delivered to educate youth about the harms of marijuana, increase their perceived risk from use, and to decrease their potential use. This funding will be used in the development, implementation, and evaluation of youth marijuana prevention and education activities. The regional approach is being used for marijuana prevention efforts as directed by DOH and with support from regional partners during the strategic planning process. The regional approach aims to align efforts across the region to make a greater collective impact by picking shared priorities, creating and implementing shared and consistent strategies and messages, and supporting strong regional prevention partnerships.

## 3b. Cost savings:

The Institute of Medicine and National Research Council indicates that every dollar invested in prevention yields \$2 to \$10 in savings in health costs, criminal and juvenile justice costs, educational costs, and lost productivity.

## 4a. Outcomes:

The North Sound Region Youth Marijuana Prevention and Education Five Year Strategic Plan includes the long term outcome of reducing marijuana use among youth in our region. The overall goal for the program is to create healthier communities for youth and families in the North Sound Region. Short-term outcomes for regional youth include increasing the perception of harm from marijuana use, decreasing favorable

## Supplemental Budget Request

Status: Pending

### Health

### Human Services

Suppl ID # 2720

Fund 1

Cost Center 677350

Originator: Kathleen Roy

attitudes towards marijuana use, decreasing perception of the ease of access to marijuana, decreasing perceptions of parental and peer approval of marijuana use, and increasing the % of youth who report that their parents have talked to them about marijuana use.

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

Healthy Youth Survey data will provide comparative data on youth use of marijuana, as well as on the additional outcomes listed above.

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

The Health Department will contract with other Local Health Jurisdictions and community agencies in the region.

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

Alyssa Pavitt, a program specialist at Whatcom County Health Department coordinates the North Sound Region Youth Marijuana Prevention Program.

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

Washington State Department of Health, Consolidated Contract.

# Supplemental Budget Request

Status: Pending

Health

Human Services

Suppl ID # 2724

Fund 124

Cost Center 124

Originator: Kathleen Roy

Year 1 2019

Add'l FTE ☐

Priority 1

Name of Request: Behavioral Health Fund

X 

Department Head Signature (Required on Hard Copy Submission)

3/25/19

Date

Costs:	Object	Object Description	Amount Requested
	4313.1400	Chem Dpdcy/Mental Hlth T	(\$300,000)
	6610	Contractual Services	\$650,000
	8351	Operating Transfer Out	\$135,395
	<b>Request Total</b>		<b>\$485,395</b>

## 1a. Description of request:

We are requesting an increase in expenditure authority to provide approximately \$650,000 in expanded programs and services including supportive housing, community-based treatment, intensive outreach and engagement services for individuals who are homeless. We anticipate approximately \$300,000 in increased revenue due to new 2019 sales tax revenue projections. The remaining funds will come from fund 124 fund balance.

## 1b. Primary customers:

Children and adults living with behavioral health challenges/housing challenges.

## 2. Problem to be solved:

The need for behavioral health services and housing are increasing in our community. In order to meet increased demands for service we will need \$650,000 in additional expenditure authority for 2019. Individuals and families who are facing a housing crisis or who are homeless often experience unstable mental health due to the increased stressors of their living conditions. These more complicated issues require additional case management to insure positive outcomes.

## 3a. Options / Advantages:

Reduce other important behavioral services in the community in order to provide these critically needed services.

## 3b. Cost savings:

Housing support services and behavioral health services reduce cost burden on the county because they result in increased employability, healthy family life, and improved mental health.

## 4a. Outcomes:

Expected outcomes include increased engagement in treatment services, increased housing stability for persons with behavioral health disorders, decreased utilization of costly emergency services, decreased law enforcement contacts, decreased jail bookings and days spent in jail.

## 4b. Measures:

Performance measures vary depending upon the contracted services. Performance measures will include number of contacts with identified clients, client caseload ratios, connection to treatment services, access to housing, stability in housing programs, and decreased contacts with emergency services and criminal justice systems.

## 5a. Other Departments/Agencies:

None

## Supplemental Budget Request

*Status:* Pending

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**Health**

**Human Services**

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*Suppl ID #* 2724

**Fund** 124

**Cost Center** 124

**Originator:** Kathleen Roy

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

n/a

**6. Funding Source:**

This request will be funded using the Behavioral Health Program Fund balance. The fund balance at the end of 2018 was \$5.9 million.

# Supplemental Budget Request

Status: Pending

Health

Human Services

Suppl ID #: 2721

Fund 124

Cost Center 124115

Originator: Kathleen Roy

Year 1 2019

Add'l FTE ☐

Priority 1

Name of Request: Peace Health - GRACE program

X



3/25/19

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	4346.4010	Mental Health Chg	(\$50,000)
	6610	Contractual Services	\$50,000
	<b>Request Total</b>		<b>\$0</b>

## 1a. Description of request:

We are requesting expenditure authority to use funds received from Peace Health to support the Whatcom GRACE (Ground-level Response and Coordinated Engagement) program, which will provide intensive outreach services to individuals with complex health conditions.

## 1b. Primary customers:

Whatcom county residents who are GRACE participants. GRACE participants are individuals who utilize at a high frequency the crisis response systems (both law enforcement and EMS) as well as the hospital emergency department.

## 2. Problem to be solved:

Individuals who demonstrate a high utilization of crisis response systems rarely use these systems appropriately or effectively. Their complex health care needs, including behavioral health needs, are not addressed in a comprehensive manner. These individuals typically require a team of professionals that can provide intensive services in a pre-planned and coordinated manner, focused on reducing inappropriate use of crisis services (including the jail), while promoting their health and well-being. The GRACE program will serve these individuals.

## 3a. Options / Advantages:

The Whatcom GRACE program will provide intensive services to identified individuals in a team-based approach. Team members will provide outreach, engagement, and comprehensive services to meet the complex needs of individuals who are high utilizers of crisis response systems. Shared care plans will be followed to ensure coordinated services and ongoing support to these individuals are delivered, which will reduce the cost and burden to the community's crisis response systems.

## 3b. Cost savings:

The county will realize savings by reducing the frequency of use of the crisis system by GRACE participants.

## 4a. Outcomes:

GRACE participants will reduce their frequency of use of crisis response systems..

## 4b. Measures:

Reduction in Emergency Department and EMS utilization and jail bookings by GRACE participants.

## 5a. Other Departments/Agencies:

None

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

n/a

## Supplemental Budget Request

*Status:* Pending

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**Health**

**Human Services**

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*Suppl ID #* 2721

**Fund** 124

**Cost Center** 124115

**Originator:** Kathleen Roy

**6. Funding Source:**

Peace Health



# Supplemental Budget Request

Status: Pending

Health

Human Services

Suppl ID # 2719

Fund 124

Cost Center 124118

Originator: Kathleen Roy

Year 1 2019

Add'l FTE ☐

Priority 1

Name of Request: North Sound ACH GRACE Program

X

*Regina A. Dela...*

3/25/19

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	6120	Extra Help	\$40,897
	6230	Social Security	\$3,129
	6259	Worker's Comp-Interfund	\$2,454
	6269	Unemployment-Interfund	\$20
	<b>Request Total</b>		<b>\$46,500</b>

## 1a. Description of request:

This request seeks to utilize funds from the North Sound Accountable Community of Health (NS ACH) to support the Whatcom GRACE (Ground-level Response and Coordinated Engagement) program, which will provide intensive outreach services to individuals with complex health conditions. Extra help staffing will be used to coordinate initial project implementation among the various partners and systems involved in the GRACE initiative.

## 1b. Primary customers:

Primary customers are Whatcom county residents who are GRACE participants. GRACE participants are individuals who utilize at a high frequency the crisis response systems (both law enforcement and EMS) as well as the hospital emergency department

## 2. Problem to be solved:

Individuals who demonstrate a high utilization of crisis response systems rarely use these systems appropriately or effectively. Their complex health care needs, including behavioral health needs, are not addressed in a comprehensive manner. These individuals typically require a team of professionals that can provide intensive services in a pre-planned and coordinated manner, focused on reducing inappropriate use of crisis services (including the jail), while promoting their health and well-being. The GRACE program will serve these individuals.

## 3a. Options / Advantages:

The Whatcom GRACE program will provide intensive services to identified individuals in a team-based approach. Team members will provide outreach, engagement, and comprehensive services to meet the complex needs of individuals who are high utilizers of crisis response systems. Shared care plans will be followed to ensure coordinated services and ongoing support to these individuals are delivered, which will reduce the cost and burden to the community's crisis response systems.

## 3b. Cost savings:

The county will realize savings by reducing the frequency of use of the crisis system by GRACE participants

## 4a. Outcomes:

The GRACE program will be fully operational.

## 4b. Measures:

Reduction in ED and EMS utilization and jail bookings by GRACE participants.

## Supplemental Budget Request

Status: Pending

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Health

Human Services

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Suppl ID # 2719

Fund 124

Cost Center 124118

Originator: Kathleen Roy

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

None

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

n/a

**6. Funding Source:**

North Sound Accountable Community of Health

# Supplemental Budget Request

Status: Pending

## Non-Departmental

Suppl ID # 2687

Fund 130

Cost Center 130100

Originator: T. Helms/M. Hilley

Year 1 2019

Add'l FTE ☐

Priority 1

Name of Request: EMS What-Comm Budget & Admin. Office Relocation

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	4332.9340	GEMT Payment Program	(\$1,000,000)
	6140	Overtime	\$15,000
	6190	Direct Billing Rate	\$5,000
	6320	Office & Op Supplies	\$5,000
	6370	Medical Supplies	\$5,000
	6510	Tools & Equip	\$5,064
	6610	Contractual Services	\$25,000
	6625	Software Maint Contracts	\$5,000
	6630	Professional Services	\$12,400
	6790	Travel-Other	\$1,000
	6860	Equipment Rental	\$700
	7060	Repairs & Maintenance	\$15,000
	7190	Other Miscellaneous	\$4,035
	7210.004	Intergov Prof Svcs	\$316,659
	7210.001	Intergov Prof Svcs	\$1,906
	7210	Intergov Prof Svcs	\$21,718
	<b>Request Total</b>		<b>(\$561,518)</b>

### 1a. Description of request:

Overall the 2019 EMS Administration Budget was budgeted fairly accurately considering the base budget was developed in response to a new and evolving EMS Administration division. This budget supplemental addresses the significant What-Comm 2019 budget increase as well as the unanticipated expenses resulting from the EMS Administration Office relocation and other adjustments.

EMS Administration cost increases include:

\$316,659 The EMS budget includes payment to What-Comm for EMS dispatch. The 2019 What-Comm budget, which includes a significant increase above historical annual increases, was approved and finalized after the adoption of the 2019-2020 EMS budget. The What-Comm budget increases were due to increased wages and benefits resulting from labor agreements. Additional costs included facility maintenance and repair as well as an increase in the cost for services (overhead admin fee) provided by the City of Bellingham (HR, accounting, legal and payroll). Increase also includes the 2018 true-up.

\$23,624 The contractual line item is increased to adjust the CPI-W increase. The Advanced Life Support Interlocal Agreement includes annual adjustments based on the CPI-W. The amount

## Supplemental Budget Request

Status: Pending

### Non-Departmental

Suppl ID # 2687

Fund 130

Cost Center 130100

Originator: T. Helms/M. Hilley

budgeted in the 2019 EMS budget included an inflation increase of 3.5%. The actual CPI-W increase was 3.6% therefore an adjustment of \$7624 for both agencies is included in this budget supplemental. As well as the \$16,000 legislative fee for pursuing the Ground Emergency Medical Transport (GEMT) Medicaid Funding. This advocacy has resulted in increased revenue for the ALS fees.

\$ 5,000 Software contract for Image Trend increased for CrewSense option.

\$ 5,000 Medical Supplies added for the Equipment Exchange Program vacuum splints.

\$ 12,400 Professional services budget has also been increased for the Medical Program Director contract.

\$ 15,799 Funding was approved in 2018 for improvements to office space that was designated for the EMS Administration Office. The majority of these improvements took place at the end of the year. However, some of the relocation expenses were incurred in 2019 when the actual move took place. On February 1, EMS moved into their new office located at 800 E. Chestnut. 2019 expenses include moving costs, furniture, blinds, copier, Comcast, supplies, signage and cleaning.

\$ 15,000 Overtime line added for Accountable Community Health funded work in the amount of \$15,000 to support the efforts to set up the electronic patient care reporting system for the GRACE Program which will complement the work of the Community Paramedic program.

\$ 25,000 Contractual Services has been increased to support and enhance the Quality Assurance and Educational work necessary to ensure Statewide performance and reporting compliance is achieved throughout the system.

\$ 15,000 Equipment and Repair has been increased by moving \$15,000 from the contractual for the Equipment Exchange program. This funding is primarily used for gurney repair.

\$ 5,000 Direct Billing Rate added for Facilities work on unanticipated building needs.

TOTAL EXPENDITURE INCREASE: \$438,482

Fee Revenue is expected to increase as a result of the Ground Emergency Medical Transport reimbursement. Medicaid fees have increased as a result of a multi-jurisdictional, multi-agency effort to pursue legislative action for increased Medicaid reimbursement for transport services. 2019 projected revenue increase is based on the 5 month actuals provided by FD7. EMS Administration will continue to analyze the stability of this funding source each year.

TOTAL REVENUE INCREASE \$1,000,000.

#### 1b. Primary customers:

EMS Administration staff, Whatcom County residents and recipients of EMS Services.

#### 2. Problem to be solved:

The What-Comm Budget was approved after the 2019-2020 county budget was approved. The 2019 What-Comm budget increase was significant. The EMS Administration relocation was within the 2018 budget amount allocated. However, some of the expenditures were incurred in 2019 due to the renovation and eventual move taking place at the end of the year. As the new EMS Administration begins to launch new system wide initiatives approved by the EMS Oversight Board such as the Community Paramedic program the costs are being recommended for approval by the Whatcom County Council.

## Supplemental Budget Request

Status: Pending

### Non-Departmental

Suppl ID # 2687

Fund 130

Cost Center 130100

Originator: T. Helms/M. Hilley

#### 3a. Options / Advantages:

Contractual obligations for EMS services must be met. What-COMM Costs increased substantially and were presented after our 2019 EMS budget was adopted. Costs for the EMS Administration move were anticipated for 2018, but incurred in 2019 as they occurred at the end of 2018 and beginning of 2019 when the move actually occurred.

#### 3b. Cost savings:

N/A

#### 4a. Outcomes:

This budget supplemental supports the EMS System as recommended by both the Technical Advisory (TAB) and EMS Oversight (EOB) Boards to build a sustainable and efficient countywide system.

#### 4b. Measures:

EMS budget for What-Comm will be increased to the amount requested of the What-Comm Board.

EMS Administration will have sufficient budget authority for one-time relocation expenses.

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

Facilities and IT played a significant role in accomplishing the various and multiple tasks associated with relocating an office. Both divisions contributed mightily to the success of the move.

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

Mike Hilley, EMS Manager

#### 6. Funding Source:

EMS Levy Fund

# Supplemental Budget Request

Status: Pending

Health

Environmental Health

Suppl ID # 2723

Fund 151

Cost Center 151

Originator: Kathleen Roy

Year 1 2019

Add'l FTE ☐

Priority 1

Name of Request: On-Site Septic System (OSS) Rebate Program

X

*Regina A. Dela*

3/25/19

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	8351	Operating Transfer Out	\$6,000
	<b>Request Total</b>		<b>\$6,000</b>

## 1a. Description of request:

We are requesting additional expenditure authority to support On-Site Septic System (OSS) and Operations and Maintenance (O&M) rebate and incentive program expansion beyond the current PIC (Pollution Identification and Control) areas. Rebates would be available for system evaluations or equipment installation (\$100 max) or septic tank pumping (\$200 max). Funds available for this project are from Fund 151 OSS loan repayments that can only be used for O&M related projects.

## 1b. Primary customers:

Whatcom County landowners with septic systems who have not submitted a current Report of System Status (ROSS) as required under WCC 24.05.160. The required ROSS captures the best information about the operational status of an On-site Septic System.

## 2. Problem to be solved:

Failing On-site Septic systems pose a threat to public health and the environment. Hazards include the threat of human exposure to untreated sewage, contamination of drinking water supplies, degradation of surface and groundwater resources and contamination of shellfish resources. Human consumption of shellfish contaminated by failing OSS can lead to sickness and even death.

## 3a. Options / Advantages:

Expansion of the rebate program will assist in encouraging landowners throughout the county to engage in required routine evaluations and maintenance of their septic systems. This program also encourages landowners to seek more information about septic systems and connect with Health Department staff as technical resources.

## 3b. Cost savings:

To date, 367 rebates have been processed in PIC areas through EPA grants providing supplemental funds to the Whatcom County PIC Program. Rebates are designed to incentivize system repair and maintenance. Properly operating OSS saves homeowner cost of expensive repairs and saves taxpayer costs of enforcement of failing systems and shellfish bed closures.

## 4a. Outcomes:

Similar to rebate programs in other counties, the goals of this program are to 1) provide an incentive for landowners to attend a Health Department septic workshop and build their knowledge about septic systems, 2) encourage landowners to complete routine evaluations and maintenance to support properly functioning septic systems, and 3) improve and protect water quality through maintenance or repairs as needed and replacement of failing septic systems. Surface water and downstream shellfish beds are community resources. Incentives for this program help improve and protect these community resources so public health risks are reduced.

## 4b. Measures:

(1) Increased number of OSS failures discovered. (2) Increased number of ROSS documents received.

Monday, March 25, 2019

Rpt: Rpt Suppl Regular

## Supplemental Budget Request

Status: Pending

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### Health

### Environmental Health

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Suppl ID # 2723

**Fund** 151

**Cost Center** 151

**Originator:** Kathleen Roy

(3) Identify the location and operational status of previously unknown OSS systems.

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

Public Works is willing to process these rebates and invoice the Health Department through an interfund transfer.

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

Darin Klein, Environmental Health Supervisor

**6. Funding Source:**

Fund balance from OSS Loan repayments. Fund 151



# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2019-202

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<b>File ID:</b>	AB2019-202	<b>Version:</b>	1	<b>Status:</b>	Introduced
<b>File Created:</b>	03/26/2019	<b>Entered by:</b>	MCaldwel@co.whatcom.wa.us		
<b>Department:</b>	Finance Division	<b>File Type:</b>	Ordinance		

**First Assigned to:** Council Finance and Administrative Services Committee

<b>Agenda Date:</b>	04/23/2019	<b>Next Mtg. Date:</b>		<b>Hearing Date:</b>	
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Primary Contact Email: [mcaldwel@co.whatcom.wa.us](mailto:mcaldwel@co.whatcom.wa.us)

### TITLE FOR AGENDA ITEM:

Ordinance amending the project budget for the Jail Improvement Fund, request no. 4

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Requesting Council approval for additional budget authority of \$927,000 to be added to the project budget for Fund 337 - Jail Improvement Fund. Budget will be used to supplement funding for the detention door and hardware replacement bid plus various other added improvements

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### HISTORY OF LEGISLATIVE FILE

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Date:	Acting Body:	Action:	Sent To:
04/09/2019	Council	INTRODUCED	Council Finance and Administrative Services Committee

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**Attachments:** Ordinance

**Final Action:**  
**Enactment Date:**  
**Enactment #:**



PROPOSED BY: Executive  
INTRODUCTION DATE: 04/09/19

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

**ORDINANCE AMENDING PROJECT BUDGET NO. 2 (JAIL IMPROVEMENT PROJECT, AS ESTABLISHED THROUGH ORDINANCE 2011-031), FOURTH REQUEST, IN THE AMOUNT OF \$927,000, FOR A TOTAL PROJECT BUDGET OF \$9,294,700**

**WHEREAS**, Ordinance 2011-031 established the project budget for jail improvements, including the replacement of jail and juvenile detention center controls, and Phases 1A and 1B of the Design2Last contract, which resulted in building assessments, detailed investigations, project scopes and cost reports for improvements needed on the Jail and Work Center; and

**WHEREAS**, additional funding of \$5,250,000 was approved in Amendments No. 1 through 3 to the project budget for additional design, construction oversight, additional Sheriff's Office improvement requests, and detention door and hardware replacements, and

**WHEREAS**, detention door and hardware replacement bid plus various other added improvements will cost \$927,000 more than available funding, and

**WHEREAS**, funding is available to transfer in from the New Jail Project Fund previously established to initiate a now obsolete new jail construction project,

**NOW, THEREFORE, BE IT ORDAINED** by the Whatcom County Council that Ordinance 2011-031 is hereby amended by adding \$927,000 of expenditure authority, as described in Exhibit A, to the current amended project budget of \$8,367,700, for a total amended project budget of \$9,294,700.

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

ATTEST:

WHATCOM COUNTY COUNCIL  
WHATCOM COUNTY, WASHINGTON

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

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

APPROVED AS TO FORM:

( ) Approved      ( ) Denied

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

\_\_\_\_\_  
Jack Louws, County Executive  
Date: \_\_\_\_\_

**EXHIBIT A****JAIL IMPROVEMENT FUND - FUND 337**

<b>Account</b>	<b>Description</b>	<b>Current Amended <u>Project Budget</u></b>	<b>Amendment #4 <u>to Ord. 2011-031</u></b>	<b>Total Amended <u>Project Budget</u></b>
<b>Expenditures</b>				
6110-6269	Wages & Benefits	\$349,614	\$0	\$349,614
6320	Supplies	\$2,500	\$0	\$2,500
6630	Professional Services	\$661,000	\$0	\$661,000
7060	Repairs & Maintenance	\$200,000	\$927,000	\$1,127,000
7350	Buildings & Structures	\$4,036,886	\$0	\$4,036,886
7380	Other Improvements	\$3,117,700	\$0	\$3,117,700
		<b>\$8,367,700</b>	<b>\$927,000</b>	<b>\$9,294,700</b>
<b>Revenues</b>				
8210	Build America Bonds (Not Budgeted)	\$3,012,840	\$0	\$3,012,840
8301.326	Operating Transfer In - REET 1	\$104,860	\$0	\$104,860
8301.345	Operating Transfer In - New Jail Fund	\$0	\$927,000	\$927,000
8301	Operating Transfer In - Gen Fund	\$5,250,000	\$0	\$5,250,000
		<b>\$8,367,700</b>	<b>\$927,000</b>	<b>\$9,294,700</b>

# Supplemental Budget Request

Status: Pending

## Administrative Services

## Facilities Management

Suppl ID # 2713

Fund 337

Cost Center 337100

Originator: Rob Ney

Year 1 2019

Add'l FTE ☐

Priority 1

Name of Request: Detention Door & Hardware

X



3.18.19

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	7060	Repairs & Maintenance	\$927,000
	8301.345	Operating Transfer In	(\$927,000)
	<b>Request Total</b>		<b>\$0</b>

### 1a. Description of request:

Facilities Management is seeking to fund the first phase of projects for the Public Safety Building and Jail Operations. The Council approved a general scope of work in January of 2018 as part of the Design2Last project.

The "Detention Doors" project was elevated to the top of the list as the most critical element to remedy. This project has been designed and a competitive bid process has been completed. The Detention Door Project scope of work includes replacing inmate cell doors, lock sets, hinges and door position switches.

Other tasks currently included in the supplemental budget request include:

- + Extending certain walls to the roof deck at the Jail Work Center for security
- + Creating a new commissary area at the Jail Work Center by installing fencing in an open air area of the facility
- + Demolishing an interior wall in the jail to create a larger room out of two smaller rooms, increasing efficiencies and work area.
- + New perimeter fence monitoring equipment for the Jail Work Center
- + Jail Controls UPS Back-up System Replacement

#### Proposed Projected Costs:

Dawson Bid "Detention Door Project" (General Contractor)\* \$4,239,300  
JAVS in Jail Courtroom \$30,000  
JWC Walls to roof deck \$15,000  
JWC Fence Detection System Replacement \$24,000  
Commissary Wall (Demo) \$6,000  
JWC New Commissary Fence \$4,130  
Jail UPS \$23,000

New Project Costs \$4,341,430.00  
15% Contingency \$651,214.50

Construction Costs with Contingency: \$4,992,644.50

#### Existing Obligation to the Jail Improvement Fund

Design2Last PO \$542,479  
Requested Jail ASR 2019-5816 (Private Consult Area) \$6,000  
Requested Jail ASR 2019-5823 (Man Door East Side) \$7,500

Monday, March 18, 2019

Rpt: Rpt Suppl Regular

# Supplemental Budget Request

Status: Pending

## Administrative Services

## Facilities Management

Suppl ID # 2713

Fund 337

Cost Center 337100

Originator: Rob Ney

Requested Jail ASR 2019-5827 (Work Station Replacement) \$ 20,000  
Requested Jail ASR 2019-5831 (Pre-Booking Privacy Booth) \$ 35,000  
Requested Jail ASR 2019-5834 (Sergeant 2 yr Assignment) \$249,614  
Requested Jail ASR 2019-5839 (Sergeant one time cost) \$2,500  
Facilities personnel charging to Jail Improvements \$100,000

Identified Obligations: \$963,093.00

JAIL IMPROVEMENT FUND BALANCE: \$5,029,481.00  
LESS PREVIOUSLY IDENTIFIED OBLIGATIONS \$ 963,093.00

NET AVAILABLE IN FUND PRIOR TO PROJECTS: \$4,066,388

Projected Cost(s) \$4,992,644.50  
Net Available in Fund: (\$4,066,388.00)

SHORTFALL (926,256,10)

ASR ASK \$927,000.00

\*The Architect/Engineer estimate for the entire Detention Door Project was \$2.81 million with an unknown factor for working in an occupied jail.

### 1b. Primary customers:

Whatcom County Sheriff's Department employees and inmates housed at the Jail.

### 2. Problem to be solved:

The Public Safety Building is old and many systems and components are failing or have reached the end of their lifespan. The Jail facility detention cell doors, locksets, hinges and door position switches all need replacement due to age, damage and high degree of potential failure. Construction must be done in phases, while the Jail is occupied.

### 3a. Options / Advantages:

A new Jail Facility was proposed and voted down by the voting public. Council previously directed staff to execute the plan and scope of work prepared by Design2Last. The detention doors project was the highest priority of these tasks. It should be expected that all costs for work within an occupied Jail will be considerably higher than if the area was free of constraints. As the Council can see the difference between the Engineers estimate and the bids reflect the difficulty of working in an occupied jail. This is the only option to execute the scope of work while the Jail remains operational.

### 3b. Cost savings:

The Jail must remain open and operational during the construction phase and is the only option. Staff will work with the Contactor to develop a list of potential "value engineering" options that may reduce the project costs.

### 4a. Outcomes:

If approved, Dawson Construction will execute the contract and construction identified in the Detention Door Project. It is estimated that this project will take approximately a year to execute.

### 4b. Measures:

The project will be built on-time and within budget

### 5a. Other Departments/Agencies:

This project will impact the Sheriff's Department, Jail Staff, Inmates and Court System. Impacts will be Noise, air quality, hours of operation, all of which will be mitigated by the Contractor as efficiently as possible.

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

## Supplemental Budget Request

*Status:* Pending

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### Administrative Services

### Facilities Management

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Suppl ID # 2713

**Fund** 337

**Cost Center** 337100

**Originator:** Rob Ney

Rob Ney & Rusty Noble - Facilities Management

**6. Funding Source:**

New Jail Fund transfer



# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2019-203

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<b>File ID:</b>	AB2019-203	<b>Version:</b>	1	<b>Status:</b>	Introduced
<b>File Created:</b>	03/26/2019	<b>Entered by:</b>	MCaldwel@co.whatcom.wa.us		
<b>Department:</b>	Finance Division	<b>File Type:</b>	Ordinance		

**First Assigned to:** Council Finance and Administrative Services Committee

<b>Agenda Date:</b>	04/23/2019	<b>Next Mtg. Date:</b>		<b>Hearing Date:</b>	
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Primary Contact Email: [mcaldwel@co.whatcom.wa.us](mailto:mcaldwel@co.whatcom.wa.us)

### TITLE FOR AGENDA ITEM:

Ordinance amending the project budget for the New Jail Fund 2013-2014, request no. 4

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Requesting Council approval for additional budget authority of \$927,000 to be added to the project budget for Fund 345 - New Jail Fund 2013-2014. Budget will be used to fund a transfer to the Jail Improvement Fund to supplement the detention door and hardware replacement project plus various other additional improvements

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### HISTORY OF LEGISLATIVE FILE

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Date:	Acting Body:	Action:	Sent To:
04/09/2019	Council	INTRODUCED	Council Finance and Administrative Services Committee

---

**Attachments:** Ordinance

**Final Action:**  
**Enactment Date:**  
**Enactment #:**

PROPOSED BY: Executive  
INTRODUCTION DATE: 04/09/19

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

**ORDINANCE AMENDING NEW JAIL PROJECT BUDGET (NEW JAIL PROJECT BUDGET 2013-2014, AS ESTABLISHED THROUGH ORDINANCE 2013-003), FOURTH REQUEST, IN THE AMOUNT OF \$927,000, FOR A TOTAL PROJECT BUDGET OF \$8,466,280**

**WHEREAS**, Ordinance 2013-003 established the project budget for a new jail construction project, and

**WHEREAS**, funds were spent on site acquisition and consulting contracts, and

**WHEREAS**, voters turned down the referendum necessary to fund a new jail, and

**WHEREAS**, efforts have now been refocused to improving existing jail facilities, and

**WHEREAS**, adequate funding remains in the New Jail Project Budget Fund to fund a \$927,000 transfer needed for existing jail improvements,

**NOW, THEREFORE, BE IT ORDAINED** by the Whatcom County Council that Ordinance 2013-003 is hereby amended by adding \$927,000 of expenditure authority, as described in Exhibit A, to the current amended project budget of \$7,539,280, for a total amended project budget of \$8,466,280.

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

ATTEST:

WHATCOM COUNTY COUNCIL  
WHATCOM COUNTY, WASHINGTON

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

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

APPROVED AS TO FORM:

( ) Approved      ( ) Denied

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

\_\_\_\_\_  
Jack Louws, County Executive  
Date: \_\_\_\_\_



**EXHIBIT A****NEW JAIL PROJECT FUND 2013-2014**

<b>Account</b>	<b>Description</b>	<b>Current Amended <u>Project Budget</u></b>	<b>Amendment #4 <u>to Ord. 2013-003</u></b>	<b>Total Amended <u>Project Budget</u></b>
<b>Expenditures</b>				
6630	Professional Services	\$1,435,789	\$0	\$1,435,789
7210	Intergov Professional Services	\$10,000	\$0	\$10,000
7320	Land	\$6,093,491	\$0	\$6,093,491
8351.337	Operating Transfer Out	\$0	\$927,000	\$927,000
		<b>\$7,539,280</b>	<b>\$927,000</b>	<b>\$8,466,280</b>
<b>Revenues</b>				
8301.001	Operating Transfer In - Gen Fund	\$2,093,491	\$0	\$2,093,491
8301.4530	Op Trf In - Gen Fund (Not Budgeted)	\$3,000,000	\$0	\$3,000,000
8301.118	Operating Transfer In - Jail Fund	\$2,700,000	\$0	\$2,700,000
8301.326	Operating Transfer In - REET I	\$2,300,000	\$0	\$2,300,000
		<b>\$10,093,491</b>	<b>\$0</b>	<b>\$10,093,491</b>

# Supplemental Budget Request

Status: Pending

## Non-Departmental

Suppl ID # 2716

Fund 345

Cost Center 345100

Originator: M Caldwell

Expenditure Type: One-Time

Year 1 2019

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: Transfer to Jail Improvement Fund

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:

Object	Object Description	Amount Requested
8351.337	Operating Transfer Out	\$927,000
Request Total		\$927,000

### 1a. Description of request:

Transfer \$927,000 to cover the shortfall needed in the Jail Improvement Fund for the Detention Door & Hardware project as submitted in Supplemental ID #2713

### 1b. Primary customers:

### 2. Problem to be solved:

The New Jail Project Fund has approximately \$2.7 million of fund balance available. Since voters turned down a new jail ballot referendum, and major repairs need to be accomplished at the current facility, the Administration is requesting to use New Jail Fund balance to accomplish projects at the existing Jail facilities.

### 3a. Options / Advantages:

### 3b. Cost savings:

### 4a. Outcomes:

### 4b. Measures:

### 5a. Other Departments/Agencies:

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

### 6. Funding Source:

New Jail Fund fund balance



# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2019-220

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<b>File ID:</b>	AB2019-220	<b>Version:</b>	1	<b>Status:</b>	Introduced
<b>File Created:</b>	04/04/2019	<b>Entered by:</b>	MCaldwel@co.whatcom.wa.us		
<b>Department:</b>	Finance Division	<b>File Type:</b>	Ordinance		

**First Assigned to:** Council Finance and Administrative Services Committee

<b>Agenda Date:</b>	04/23/2019	<b>Next Mtg. Date:</b>		<b>Hearing Date:</b>	
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Primary Contact Email: [mcaldwel@co.whatcom.wa.us](mailto:mcaldwel@co.whatcom.wa.us)

### TITLE FOR AGENDA ITEM:

Ordinance amending the 2019 Whatcom County Budget, sixth request, in the amount of \$836,000

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Supplemental No. 6 requests funding from Real Estate Excise Tax Fund I:

1. To appropriate \$836,000 to fund Plantation Indoor Range HVAC and roof replacement

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### HISTORY OF LEGISLATIVE FILE

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Date:	Acting Body:	Action:	Sent To:
04/09/2019	Council	INTRODUCED	Council Finance and Administrative Services Committee

---

**Attachments:** Ordinance, Memo, Agenda Revision for April 9, 2019

**Final Action:**  
**Enactment Date:**  
**Enactment #:**

**ORDINANCE NO.**  
**AMENDMENT NO. 6 OF THE 2019 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 2019 budget included therein:

Fund	Expenditures	Revenues	Net Effect
Real Estate Excise Tax Fund I			
Parks	836,000	(294,400)	541,600
Total Supplemental	836,000	(294,400)	541,600

In addition, Exhibit B – Capital Appropriations in the 2019-2020 Budget Ordinance should be amended to add the capital appropriations listed in Attachment #1.

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

ATTEST:

WHATCOM COUNTY COUNCIL  
WHATCOM COUNTY, WASHINGTON

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

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

APPROVED AS TO FORM:

( ) Approved      ( ) Denied

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

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

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

**ATTACHMENT #1 (Amendment #6)**

**Exhibit B**  
**Capital Appropriations**  
**2019-2020 Budget**

Department	Fund	Suppl Req #	Capital Description	Budget Year	Cost
Parks	REET I	2701	<b>Parks Improvements</b> Plantation Indoor Range HVAC & Roof Replacement	2019	\$ 836,000

WHATCOM COUNTY				
Summary of the 2019 Supplemental Budget Ordinance No. 6				
Department/Fund	Description	Increased (Decreased) Expenditure	(Increased) Decreased Revenue	Net Effect to Fund Balance (Increase) Decrease
REAL ESTATE EXCISE TAX FUND I				
Parks	To fund Plantation Indoor Range HVAC and Roof Replacement	836,000	(294,400)	541,600
Total Real Estate Excise Tax Fund I		836,000	(294,400)	541,600
Total Supplemental		836,000	(294,400)	541,600

# Supplemental Budget Request

Status: Pending

## Parks & Recreation

32606

Suppl ID # 2701

Fund 326

Cost Center 17001

Originator: Christ Thomsen

Year 1 2019

Add'l FTE ☐

Priority 1

Name of Request: Plantation Indoor Range HVAC and Roof Replacement

X

Department Head Signature (Required on Hard Copy Submission)

2-22-19

Date

Costs:	Object	Object Description	Amount Requested
	4334.0271	RCO Grant	(\$294,400)
	7350	Buildings & Structures	\$836,000
	<b>Request Total</b>		<b>\$541,600</b>

### 1a. Description of request:

This request is for reallocation of unspent funds from 2018 and appropriates funds for use in 2019. This project has languished from when the Washington State Legislature did not fund capital programs when they adopted the 2017/2019 state budget. Funds were appropriated for the project in 2018 by Washington State Recreation and Conservation Office and Whatcom County. Due to grant contract adjustments and other factors the project was not completed in 2018 and spending authority expired.

This project replaces the Plantation Indoor Range ventilation system with a modern system designed to accommodate today's environmental health requirements and the shooting public's needs. It also provides for the replacement of the indoor range roof.

### 1b. Primary customers:

Visitors to the Plantation Range and contracted Law Enforcement and education agencies and are the primary customers of this project. The Range served over 16,000 recreational shooters annually and was host to 294 law enforcement and education agency training days in 2018. Range revenue for 2018 was \$259,932.

### 2. Problem to be solved:

The project scope is to remove and replace the existing HVAC system for the Indoor Range. The system filters airborne lead and other particulates from the indoor shooting range as well as providing heating for the indoor range. The existing HVAC system was installed in 1983; making 36 years old. The system has had frequent breakdowns and is inefficient. The range cannot be used without a functioning HVAC system.

During the design phase of the project, it was discovered that the roof would need to be replaced to support installation of the new HVAC unit and associated ducting structure. The Indoor Range roof was last replaced in 1995. Membrane roofing of the type installed has a typical life expectancy of 15 years. With care and maintenance, this roof has lasted 24 years. The roof is showing its age through leaks and other problems. In addition to supporting the HVAC retrofit activities, roof replacement is necessary to protect the integrity of the building envelope. Roughly 3100 square feet of asbestos containing roof material will be abated as part of the roof replacement.

### 3a. Options / Advantages:

Numerous options were considered. These options have been distilled into three primary alternatives:

The first is to replace the existing HVAC system and roof. This allows the County to continue to operate the Plantation Indoor Range. This option is the current proposal and preferred as it provides for continuation of an existing service level and preserves county infrastructure.



**Parks & Recreation***Suppl ID #* 2701*Fund* 326*Cost Center* 17001*Originator:* Christ Thomsen

The second option considered is to replace the roof only and operate the indoor range until the HVAC system fails. As which point, the indoor range would be closed for use. This option was rejected because it reduces service level and fails to adequately maintain existing assets.

The third option is to forego the project work and mothball the indoor range. This option was rejected because it reduces service level and fails to adequately maintain existing assets.

**3b. Cost savings:**

It is anticipated that there will be a reduction in energy costs due to increased energy efficiency. Energy savings are somewhat difficult to quantify at this time due to the differences in system design and scope.

It is also anticipated there will be cost savings associated with supplies and labor required to maintain the system. Currently, because the HVAC system is roof mounted, two or more employees are required onsite when maintaining or servicing the unit. The new system will be installed at ground level and will require fewer employees during maintenance and service activities. Additionally, the new system includes monitoring equipment that indicates when particular services are required; such as, filter media replacement. This means maintenance move from a set schedule whether it is needed or not to an on demand program.

**4a. Outcomes:**

The Plantation Indoor Range HVAC system and roof are replaced by December 15, 2019.

**4b. Measures:**

Installation of the HVAC system is complete and the roof has been replaced.

Construction services are to be provided through contract. These services monitor asbestos and lead abatement activities to certify abatement is complete, monitor construction activities to provide quality assurance, and to certify that the HVAC system functions to performance specifications.

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

Whatcom Planning and Development Services is responsible for issuing permits for this project.

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

Planning and Development Services permitting staff, as assigned to the project by Planning and Development Services.

**6. Funding Source:**

REET I Funds: \$541,600

Washington State Recreation and Conservation Office grant funds: \$294,400.



## **MEMORANDUM**

**TO:** Members of the Council and Executive Louws  
**FROM:** Michael McFarlane, Director  
**DATE:** April 4<sup>th</sup>, 2019  
**RE:** Council Questions on the Plantation Rifle Range

---

Below find a brief background on the Plantation Rifle Range and answers to questions posed by Council members. I have grouped the responses based on the issues raised.

Please note that lead reclamation and remediation is a more complex issue and staff would need additional time to fully work out a plan, process and costs. As long as we're operating the range, lead will continue to accumulate so operational considerations need to be determined first. The County is responsible under lease for the clean-up and it's highly unlikely another party, including the property owner, would assume that responsibility.

Please contact my office if you would like to tour of the facility and I'll be glad to make arrangements.

### **PLANTATION RIFLE RANGE COUNCIL ISSUES 4.4.19**

#### **Background**

The Plantation Rifle Range opened in 1971 on leased DNR State Trust Lands featuring a covered 15 station 300-yard outdoor rifle range. In 1975, a 25-yard indoor 12 station small bore and archery range was added. Additional amenities today include a classroom, a 12 station covered 100 yard outdoor pistol and small bore range and a single automated trap field. Classes and matches are held on site and rental firearms, ammunition and safety items are available for purchase. The range is open year round to the public and used by various agencies, organizations and groups during non-public hours. Parks & Recreation staff are certified under the NRA Range Safety Officer training program.

#### **Land Lease**

The range is located on property owned by Bertch Timberlands. The County has a 30-year lease for 8.45 acres and the surrounding 51.6 acre buffer area. This lease expires in January 2030 with a re-lease clause. Our current lease payment is \$3,500 annually.

This amount will increase to \$4,000 a year in 2020. The County has the obligation for payment until 2030. Upon termination of the lease, all improvements including buildings revert to the property owner (Bertch Timberlands). The County is responsible for lead abatement, clean-up and mitigation of the site. To determine the scope of cleanup work, permitting and costs, this item will require substantially more time and effort than this response allows.

### **Subletting & Assignment**

The lease requires approval of Bertch Timberland for any subletting and assignment to occur. Use is restricted to recreational firearms and archery range with related facilities without written permission of Bertch Timberland.

### **Grant Funding Obligations**

The County's obligations for any prior state grant funded improvements expired in 2017. Equipment and building improvements carry a 10-year obligation under the FARR grant program. This is the program our current grant funding is linked to. To date we have not used the \$294,400 in state funds and would need to notify the Recreation and Conservation Office (RCO) to release these funds if the improvements as proposed are not made. If the capital improvements are made with these funds, the County will have a 10-year obligation to maintain the improvements for public use. Under the current agreement, the roof/HVAC project needs to be completed in less than 90 days. The current work plan had the project scheduled for completion in June. Due to delays, the Department intends to request an immediate extension of the agreement from RCO to complete the work in this calendar year. These funds will not be available for the County to use after December 31<sup>st</sup> this year.

### **Transfer of Grant Obligations**

Grant obligations under FARR can potentially be transfer to another qualified registered non-profit shooting organization with approval of the RCO, Whatcom County and the other receiving party. The qualifying party would need to accept all liability, obligations and maintain the public benefit. As a condition of the lease, Bertch Timberlands would also have to approve the assignment/sublet. The only qualifying non-profit in the County on record with the Recreation and Conservation Office is the Custer Sportsman's Club.

### **Roof/HVAC Project Asbestos**

As part of the indoor range roof/HVAC replacement project, the asbestos in the present roofing material will be removed and abated as part of the contract.

### **Insurance**

The County does not have a separate insurance policy for the rifle range.

### **Use by Range**

Our system does not allow tracking by individual range or activity. Many shooters use multiple ranges on their visit. Observations indicate annual use is split approximately 50/50 between small bore and high power ranges. The indoor range is heavily used during inclement weather, for classes and specialized training purposes. In 2018, the range had over 15,356 visitations.

As a final item, approximately 50% of the range revenue is generated on the indoor/small bore range. In 2018, this would amount to \$129,000. Of that amount, nine contracted agencies generated \$103,000 of this revenue helping offset expenses. It is expected that without the indoor range component, this revenue will be substantially reduced or lost. We can continue to operate without the improvements until the HVAC fails, at which time we will need to close the indoor portion of the range. The County will still need to make repairs to the roof and maintain the building as a condition of the lease.

### **Brief Comparison of Plantation Range and Custer Sportsman's Club**

<b>Plantation Rifle Range</b>	<b>Custer Sportsman's Club (Website)</b>
Public	Members Only
Scheduled Hours	Open 365 days/9:00 AM-9:00 PM or Dusk
Indoor: 25 yd.	None
Outdoor: 100 yd. and 300 yd.	Outdoor 200 meter (219 yds.)
Single automatic trap	None
Standard shooting	Multiple competition and shooting configurations



# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2019-211

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<b>File ID:</b>	AB2019-211	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	04/02/2019	<b>Entered by:</b>	JThomson@co.whatcom.wa.us		
<b>Department:</b>	Health Department	<b>File Type:</b>	Interlocal		

**First Assigned to:** Council Finance and Administrative Services Committee

<b>Agenda Date:</b>	04/23/2019	<b>Next Mtg. Date:</b>		<b>Hearing Date:</b>	
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Primary Contact Email: ADeacon@co.whatcom.wa.us

### TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into an Interlocal agreement between Whatcom County and North Sound Behavioral Health Organization to provide match funds for continuing The Projects for Assistance in Transition from Homelessness (PATH) federal grant activities in Whatcom County, in the amount of \$75,469

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See Attachments

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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:** Memo to County Executive, NS BHO PATH Interlocal Agreement

**Final Action:**  
**Enactment Date:**  
**Enactment #:**



## MEMORANDUM

**TO:** Jack Louws, County Executive

**FROM:** <sup>RAD</sup> Regina A. Delahunt, Director

**RE:** North Sound Behavioral Health Organization – PATH Interlocal Agreement

**DATE:** March 27, 2019

---

Enclosed is one (1) original of an Interlocal Agreement between Whatcom County and North Sound Behavioral Health Organization for your review and signature.

▪ **Background and Purpose**

The *Projects for Assistance in Transition from Homelessness* (PATH) is a federal grant that seeks to reduce and end chronic homelessness for people who have serious mental illnesses/co-occurring disorders and who are literally homeless. The purpose of this agreement is to provide match funds to the funding received by the North Sound Behavioral Health Organization (NS BHO) and continue PATH activities in Whatcom County. PATH services to the homeless are currently provided by Compass Health. As of 12/31/18, the NS BHO had not yet received the 2019 PATH grant amendment outlining the term period and changes in staffing at the NS BHO both delayed the processing of this agreement.

▪ **Funding Amount and Source**

Funding, in a total amount not to exceed \$75,469 (33% match of \$16,332 + actual program costs of \$59,137), is provided by the Behavioral Health Program Fund. These funds are included in the 2019 budget. Council approval is required per RCW 39.34.030(2) for agreements between public agencies.

Please contact Anne Deacon at extension #6054 if you have any questions regarding this agreement.


Encl.



# WHATCOM COUNTY CONTRACT INFORMATION SHEET

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

Originating Department:	85 Health		
Division/Program: (i.e. Dept. Division and Program)	8550 Human Services / 855050 Substance Abuse Programs		
Contract or Grant Administrator:	Anne Deacon		
Contractor's / Agency Name:	North Sound Behavioral Health Organization		
Is this a New Contract? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If not, is this an Amendment or Renewal to an Existing Contract? If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:		Yes <input type="checkbox"/> No <input type="checkbox"/>
Does contract require Council Approval? Already approved? Council Approved Date:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If No, include WCC: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If yes, grantor agency contract number(s): _____		CFDA#: _____
Is this contract grant funded? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If yes, Whatcom County grant contract number(s): _____		
Is this contract the result of a RFP or Bid process? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If yes, RFP and Bid number(s): _____		Contract Cost Center: 124116
Is this agreement excluded from E-Verify? No <input type="checkbox"/> Yes <input checked="" type="checkbox"/>	If no, include Attachment D Contractor Declaration form.		
If YES, indicate exclusion(s) below:			
<input type="checkbox"/> Professional services agreement for certified/licensed professional. <input type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract work is for less than 120 days. <input checked="" type="checkbox"/> Interlocal Agreement (between Governments).			
Contract Amount:(sum of original contract amount and any prior amendments): \$ 75,469		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, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.	
This Amendment Amount: \$ _____			
Total Amended Amount: \$ _____			
Summary of Scope: The purpose of this agreement is to provide funding to support PATH grant activities in Whatcom County.			
Term of Contract:	6 Months	Expiration Date:	06/30/2019

Contract Routing:	1. Prepared by: JT	Date: 12/27/18
	2. Attorney signoff: RB	Date: 01/04/19
	3. AS Finance reviewed: bbennett 	Date: 01/22/19
	4. IT reviewed (if IT related):	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:

INTERLOCAL COOPERATIVE AGREEMENT  
BETWEEN

Whatcom County  
Contract Number

Whatcom County  
AND  
North Sound Behavioral Health Organization

THIS AGREEMENT is made and entered into by and between Whatcom County ("County") and North Sound Behavioral Health Organization (NS BHO) pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

1. PURPOSE: The County intends to provide funds to NS BHO to supplement funding that NS BHO is providing to Compass Health of Whatcom County for the ***Projects for Assistance in Transition from Homelessness (PATH)*** federal grant. Specifically, this agreement supports continued PATH services in Whatcom County as the project is a vital resource. PATH seeks to reduce and end chronic homelessness for people who have serious mental illnesses/co-occurring disorders and who are literally homeless.

2. RESPONSIBILITIES:

NS BHO shall act as Administrator of this agreement.

NS BHO will ensure Compass Health receives compensation for documented services rendered in compliance with supported activities for PATH, as outlined by the SAMHSA, which include:

- A. Active outreach to engage individuals into the needed array of services
- B. Screening and diagnostic treatment
- C. Habilitation and rehabilitation services
- D. Community mental health services
- E. Substance use treatment
- F. Completion of staff training to promote effective services and best practices
- G. Case management services
- H. Supportive/supervisory services in residential settings
- I. Housing services
- J. Minor renovations
- K. Planning of housing expansion and resources for the target population
- L. Improving coordination of housing services
- M. Provision of funds for PATH-enrolled individuals who do not have assets for first and last month's rent or security deposits
- N. Provide one-time rental payments to prevent eviction
- O. Complete referrals for job training, education services and relevant housing services

NS BHO will not be reimbursed for any administrative costs incurred in the administration of this process and all of the contracted funds will be distributed to the sub-contract, as actual costs are incurred.



3. TERM OF AGREEMENT: The term of this agreement shall be from January 1, 2019 to June 30, 2019.
4. EXTENSION: The duration of this Agreement may be extended by mutual written consent of the parties.
5. MANNER OF FINANCING: The County shall pay an amount not to exceed \$75,469 to NS BHO which will be used exclusively to fund Project for Assistance in Transition from Homelessness services in Whatcom County. The source of the funds will be the Behavioral Health Program fund.

#### Invoicing

- A. All reimbursed costs must be allowable as defined in 2 CFR 200 Uniform Administration Requirements.
- B. Indirect Costs: No indirect costs are allowed in this agreement
- C. Invoices from NS BHO should include:
  - i. Supporting documentation verifying actual costs incurred (to include dates);
  - ii. A document verifying payments made by NS BHO to Compass Health (to include dates of service);
  - iii. Supporting documentation verifying actual costs incurred will present Compass Health's actual costs, less other funding provided by NS BHO, with the remainder to be reimbursed by the County. The County is to be considered the payer of last resort.
- D. NS BHO shall submit invoices to *(include PO#)*:

Attention: Business Office - [HL-BusinessOffice@whatcomcounty.us](mailto:HL-BusinessOffice@whatcomcounty.us)  
Whatcom County Health Department  
509 Girard Street  
Bellingham, WA 98225
- E. Payment to NS BHO for approved and completed work will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from Whatcom County. Whatcom County may withhold payment of an invoice if the Contractor submits it more than 30 days after the expiration of this contract.
- F. Invoices must include the following statement, with an authorized signature and date:

**I certify that the materials have been furnished, the services rendered or the labor performed as described on this invoice.**
- G. **Duplication of Billed Costs or Payments for Service:** NS BHO shall not bill Whatcom County for services performed or provided under this contract and Whatcom County shall not pay NS BHO, if NS BHO has been or will be paid by any other source, including grants, for those costs used to perform or provide the services in this contract. NS BHO is responsible for any audit exceptions or disallowed amounts paid as a result of this contract.

6. ADMINISTRATION: The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and

monitoring performance under this Agreement. In the event such representatives are changed the party making the change shall notify the other party.

**6.1** Whatcom County's representative shall be:

Anne Deacon  
Human Services Manager  
Whatcom County Health Department  
509 Girard Street  
Bellingham, WA 98225  
[Adeacon@co.whatcom.wa.us](mailto:Adeacon@co.whatcom.wa.us)


**6.2** North Sound Behavioral Health Organization's representative shall be:

Joe Valentine  
Executive Director  
North Sound Behavioral Health Organization  
301 Valley Mall Way  
Mount Vernon, WA 98273  
[Joe\\_valentine@nsbho.org](mailto:Joe_valentine@nsbho.org)


- 7. TREATMENT OF ASSETS AND PROPERTY:** No fixed assets or personal or real property will be jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.
- 8. INDEMNIFICATION:** Each party agrees to be responsible and assume liability for its wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law and further agrees to save, indemnify, defend and hold the other party harmless from any such liability. It is further provided that no liability shall attach to Whatcom County by reason of entering into this contract except as expressly provided herein.
- 9. TERMINATION:** Any party hereto may terminate this Agreement upon (30) days notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.
- 10. CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS:** The Agreement may be changed, modified, amended, or waived only by written agreement executed by the parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.
- 11. SEVERABILITY:** In the event of any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this Agreement are declared severable.
- 12. ENTIRE AGREEMENT:** This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.
- 13. OTHER PROVISIONS:** NS BHO will comply with all applicable Federal and State requirements that govern this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below.

**North Sound Behavioral Health Organization**

  
\_\_\_\_\_  
Joe Valentine, Executive Director      3/26/19  
Date

**Whatcom County Health Department**

  
\_\_\_\_\_  
Regina Delahunt, Director      3/27/19  
Date

WHATCOM COUNTY  
PROGRAM APPROVAL

Anne Deacon  
Anne Deacon, Human Services Manager

Date

3/27/19

WHATCOM COUNTY

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

STATE OF WASHINGTON    )  
                                      )  
COUNTY OF WHATCOM    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me personally appeared Jack Louws, to me known as the Executive of Whatcom County and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of Washington,  
Residing at Bellingham.

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

APPROVED AS TO FORM

Royce Buckingham  
Royce Buckingham, Deputy Prosecuting Attorney

Date

4-1-19

**North Sound Behavioral Health Organization**

Joe Valentine  
Executive Director  
301 Valley Mall Way  
Mount Vernon, WA 98273  
[Joe\\_valentine@nsbho.org](mailto:Joe_valentine@nsbho.org)



# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2019-218

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<b>File ID:</b>	AB2019-218	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	04/03/2019	<b>Entered by:</b>	JThomson@co.whatcom.wa.us		
<b>Department:</b>	Health Department	<b>File Type:</b>	Interlocal		

**First Assigned to:** Council Finance and Administrative Services Committee

<b>Agenda Date:</b>	04/23/2019	<b>Next Mtg. Date:</b>		<b>Hearing Date:</b>	
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Primary Contact Email: ADeacon@co.whatcom.wa.us

### TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into an Interlocal agreement between Whatcom County and North Sound Behavioral Health Administrative Services Organization for participation in the Integrated Care Network to provide behavioral health services in the North Sound Regional Service Area

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See Attachments

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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:** Memo to County Executive, NS BHASO ICN Interlocal Agreement

**Final Action:**  
**Enactment Date:**  
**Enactment #:**



## MEMORANDUM

TO: Jack Louws, County Executive

FROM:   
Regina A. Delahunt, Director

RE: North Sound Behavioral Health Administrative Services Organization, LLC –  
Integrated Care Network Agreement

DATE: March 27, 2019

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Enclosed is one (1) original of an Interlocal Agreement between Whatcom County, the North Sound Behavioral Health Administrative Services Organization (NS BHASO), LLC for your review and signature.

▪ **Background and Purpose**

The North Sound Behavioral Health Organization (NS BHO) was established in 2016 to provide behavioral health services coordination and management for the five regional County Authorities. A change to the Washington State health care system in 2017 requires certain services that are provided to Medicaid-insured individuals to be provided directly through Behavioral Health Administrative Services Organizations. The purpose of this agreement is to consent to participation in the North Sound Integrated Care Network (ICN) administered by the NS BHASO to provide behavioral health services in the North Sound Regional Service Area which includes Island, San Juan, Skagit, Snohomish, and Whatcom Counties.

▪ **Funding Amount and Source**

This is a fee for service contract with no maximum revenue amount. Whatcom County will be reimbursed by the NS BHASO for satisfactory completion of the services and requirements specified in this contract. Council approval is required per RCW 39.34.030(2) for agreements between Public Agencies.

Please contact Anne Deacon at extension #6054 if you have any questions regarding this agreement.

Encl.



# WHATCOM COUNTY CONTRACT INFORMATION SHEET

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

Originating Department:	85 Health		
Division/Program: (i.e. Dept. Division and Program)	8550 Human Services / Various Programs		
Contract or Grant Administrator:	Anne Deacon		
Contractor's / Agency Name:	North Sound Behavioral Health Administrative Services Org., LLC		

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

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

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

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

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

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

If YES, indicate exclusion(s) below:

<input type="checkbox"/> Professional services agreement for certified/licensed professional.	<input type="checkbox"/> Contract for Commercial off the shelf items (COTS).
<input type="checkbox"/> Contract work is for less than \$100,000.	<input type="checkbox"/> Work related subcontract less than \$25,000.
<input type="checkbox"/> Contract work is for less than 120 days.	<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.
<input checked="" type="checkbox"/> Interlocal Agreement (between Governments).	

Contract Amount:(sum of original contract amount and any prior amendments):  Fee for services with no maximum revenue.  	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, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
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Summary of Scope: This agreement establishes Whatcom County's participation in the Integrated Care Network administered by the North Sound Behavioral Health Administrative Services Organization as the lead agency to provide behavioral health services coordination, management and support to the five regional County Authorities.

Term of Contract:	Until Superseded	Expiration Date:	N/A
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Contract Routing:	1. Prepared by: JT	Date: 03/27/19
	2. Attorney signoff:	Date: 4-1-19
	3. AS Finance reviewed: <i>Deanna</i>	Date: 4/2/19
	4. IT reviewed (if IT related):	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: _____

**NORTH SOUND  
BEHAVIORAL HEALTH ADMINISTRATIVE SERVICES ORGANIZATION, LLC  
(North Sound BH-ASO)**

**CONTRACT  
FOR PARTICIPATION IN THE  
NORTH SOUND INTEGRATED CARE NETWORK**

**WITH**

**WHATCOM COUNTY**

**CONTRACT #NORTH SOUND BH-ASO-WHATCOM COUNTY-19**

**EFFECTIVE JULY 1, 2019**



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**EXHIBITS**

**Incorporation of Exhibits**

The Provider shall provide services and comply with the requirements set forth in the following attached exhibits, which are incorporated herein by reference. To the extent that the terms and conditions of any Exhibit conflicts with the terms and conditions of this base contract, the terms of such Exhibit shall control.

Exhibit A – Schedule of Services

Exhibit B – Compensation Schedule

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**CONTRACT FOR PARTICIPATION IN THE  
NORTH SOUND INTEGRATED CARE CRISIS NETWORK**

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**THIS CONTRACT FOR THE PARTICIPATION IN THE NORTH SOUND INTEGRATED CARE NETWORK**

**CONTRACT** (the "Contract"), pursuant to RCW Chapter 71.24 and all relevant and associated statutes, as amended, is made and entered into by and between the NORTH SOUND ADMINISTRATIVE SERVICES ORGANIZATION, LLC (North Sound BH-ASO), a governmental limited liability company pursuant to RCW Chapter 70.24, 301 Valley Mall Way, Suite 110, Mount Vernon, WA 98273 and WHATCOM COUNTY HUMAN SERVICES, (Provider), a Washington Behavioral Health Agency, 509 Girard Street, Bellingham, WA 98225.

**I. RECITALS**

**WHEREAS**, Island County, San Juan County, Snohomish County, Skagit County and Whatcom County (the County Authorities), as defined by RCW 71.24.025 (10), entered into a Joint County Authority BHO Interlocal Operating Agreement to cooperatively provide a community health program and regional system of care, with the collective goal of consolidating administration, reducing administrative layering and reducing administrative costs, consistent with the State of Washington's legislative policy as set forth in RCW Chapter 71.24 (Operating Agreement); and

**WHEREAS**, North Sound BH-ASO is a governmental limited liability company formed by an operating agreement entered into by the foregoing five (5) County Authorities in response to a request for a detailed plan and to contract with the State of Washington to operate as a Regional Support Network until April 1, 2016 and as a Behavioral Health Organization as of April 1, 2016, and as an Administrative Services Organization as of July 1, 2019 as provided for in RCW 71.24.100 and Chapter 25.15.

**WHEREAS**, the Operating Agreement provides a means for each County Authority to share in the cost of behavioral health services, for payment of services and for the audit of funds, as provided for in RCW 71.24.100 and provides for the joint supervision and operation of services and facilities, as provided for in RCW 71.24.110.

**WHEREAS**, North Sound BH-ASO anticipates increased need for behavioral health services in the community and recognizes the need for expansion of services and strengthening of cooperation among service providers to meet this challenge; and

**WHEREAS**, North Sound BH-ASO is engaged in the administration of services.

**WHEREAS**, Provider is engaged in the provision of behavioral health services within Island, San Juan, Skagit, Snohomish and Whatcom Counties (Counties); and

1       **WHEREAS**, North Sound BH-ASO desires that Provider provide, market, distribute and otherwise  
2 do all things necessary to deliver Services in the Counties;

3  
4       **WHEREAS**, the parties to this Contract desire to promote the continuity of care for individuals,  
5 avoid service disruption, ensure the provision of behavioral health services and strengthen the regional  
6 service network; and

7  
8       **WHEREAS**, the parties also wish to enter into a Business Associate Agreement (BAA) to ensure  
9 compliance with the Privacy and Security Rules of the Health Insurance Portability and Accountability  
10 Act of 1996 (HIPAA Privacy and Security Rules, 45 CFR Parts 160 and 164); now, therefore,

11  
12       **THE PARTIES AGREE AS FOLLOWS:**

13  
14                               **II. CONTRACT**

15  
16 The effective date of this Contract is effective July 1, 2019.

17  
18       **WHEREAS**, North Sound BH-ASO has been advised that the foregoing are the current funding  
19 sources, funding levels and effective dates as described in Exhibit C; and

20  
21       **WHEREAS**, North Sound BH-ASO desires to have certain services performed by the Provider as  
22 described in Exhibit B;

23  
24       **WHEREAS**, the Provider represents and warrants that North Sound BH-ASO is authorized to  
25 negotiate and execute provider agreements, including this Agreement, and to bind the Provider to the  
26 terms and conditions of this Agreement;

27  
28       **WHEREAS**, North Sound BH-ASO intends to implement mechanisms to ensure the availability of  
29 contracted providers and for establishing standards for the number and geographic distribution of  
30 contracted providers and key specialty providers in accordance with applicable law;

31  
32       **WHEREAS**, Behavioral Health Providers contracted with North Sound BH-ASO for participation in  
33 the North Sound Integrated Care Network (North Sound ICN) (Participating Providers) will deliver  
34 behavioral healthcare services to individuals within the scope of their licensure or accreditation;

35  
36       **WHEREAS**, North Sound BH-ASO will receive payment from Managed Care Organizations (MCO)  
37 and will facilitate payment to Provider for Crisis Services under the terms of this agreement; and

38  
39       **NOW THEREFORE**, in consideration of payments, covenants, and agreements hereinafter  
40 mentioned, to be made and performed by the parties hereto, the parties mutually agree as follows:  
41

1 **ARTICLE ONE – DEFINITIONS**

2 For purposes of this Agreement, the following terms shall have the meanings set forth below.

3 **1.1 AGREEMENT**

4 The Contract for participation in the North Sound ICN entered into between North Sound BH-  
5 ASO and Provider, including all attachments and incorporated documents or materials,  
6 including this North Sound ICN Provider Base Provider which is Exhibit A thereof.  
7

8 **1.2 BEHAVIORAL HEALTH ADMINISTRATIVE SERVICE ORGANIZATION (BH-ASO)**

9 BH-ASO means an entity selected by the Medicaid agency to administer behavioral health  
10 programs, including crisis services for individuals in a fully integrated managed care regional  
11 service area. The BH-ASO administers crisis services for all individuals in its defined regional  
12 service area, regardless of an individual's ability to pay.  
13

14 **1.3 BEHAVIORAL HEALTH CRISIS SERVICES**

15 Behavioral Health Crisis Services (Crisis Services) means providing evaluation and short-term  
16 treatment and other services to individuals with an emergent mental health condition or are  
17 intoxicated or incapacitated due to substance use and when there is an immediate threat to  
18 the individual's health or safety.  
19

20 **1.4 INDIVIDUAL**

21 Individual means any person in the Regional Service Area (RSA) regardless of income, ability to  
22 pay, insurance status or county of residence. With respect to non-Crisis Services, "Individual"  
23 means a person who has applied for, is eligible for, or who has received General Fund –  
24 State/Federal Block Grant (GFS/FBG) services through this contract.  
25

26 **1.5 CRITICAL INCIDENT**

27 A situation or occurrence that places an individual at risk for potential harm or causes harm to  
28 an individual. Examples include homicide (attempted or completed), suicide (attempted or  
29 completed), the unexpected death of an individual, or the abuse, neglect, or exploitation of an  
30 individual by an employee or volunteer.  
31

32 **1.6 NORTH SOUND INTEGRATED CARE NETWORK (North Sound ICN)**

33 Alliance formed by Participating Providers and North Sound BH-ASO to operate a clinically  
34 integrated crisis, FBG and Legislative Proviso behavioral health network that will provide  
35 behavioral health services in the North Sound RSA. North Sound ICN is a reference to the  
36 network of behavioral health providers contracted with the North Sound BH-ASO, and neither  
37 this Agreement nor any other understanding among participants is intended to create a  
38 separate legal entity.  
39

1    1.7    **HEALTHCARE AUTHORITY (HCA)**

2           The Washington State HCA.

4    1.8    **HEALTH PLAN**

5           A plan that undertakes to arrange for the provision of health care services to subscribers or  
6           enrollees, or to pay for or to reimburse for any part of the cost for those services, in return for  
7           a prepaid or periodic charge paid for by or on behalf of subscribers or enrollees.

9    1.9    **MANAGED CARE ORGANIZATION (MCO)**

10           MCO means an organization having a certificate of authority or certificate of registration from the  
11           Washington State Office of Insurance Commissioner that contracts with HCA under a comprehensive  
12           risk contract to provide prepaid health care services to eligible HCA Enrollees under HCA managed  
13           care programs.

15   1.10   **MEDICALLY NECESSARY SERVICE/MEDICAL NECESSITY**

16           Medically Necessary Services means a requested service which is reasonably calculated to  
17           prevent, diagnose, correct, cure, alleviate, or prevent worsening of conditions in the individual  
18           that endanger life, or cause suffering of pain, or result in an illness or infirmity, or threaten to  
19           cause or aggravate a handicap, or cause physical deformity, or malfunction. There is no other  
20           equally effective, more conservative, or substantially less costly course of treatment available  
21           or suitable for the individual requesting the service. For the purpose of this section, "course of  
22           treatment" may include mere observation or, where appropriate, no medical treatment at all  
23           (WAC 182-500-0070).

25   1.11   **MEMBER**

26           An individual that is eligible to receive crisis and/or FBG services and is assigned to an MCO.

28   1.12   **MENTAL HEALTH BLOCK GRANT (MHBG)**

29           MHBG means those funds granted by the Secretary of the Department of Health and Human  
30           Services (DHHS), through the Center for Mental Health Services (CMHS), Substance Abuse and  
31           Mental Health Services Administration (SAMHSA), to states to establish or expand an  
32           organized community-based system for providing mental health services for adults with  
33           Serious Mental Illness (SMI) and children who are seriously emotionally disturbed (SED).

35   1.13   **PROVIDER**

36           The behavioral health care person(s) or agency contracting under this Agreement, who meets  
37           all minimum criteria of North Sound BH-ASO's credentialing plan, including all physicians,  
38           clinicians, allied health professionals, and staff persons who provide crisis care services to  
39           individuals by or through this Agreement.

41   1.14   **PAYOR**

42           The entity (including company where applicable) that bears direct financial responsibility for  
43           paying from its own funds, without reimbursement from another entity, the cost of crisis  
44           services rendered to individuals.



1 1.15 **SUBSTANCE ABUSE BLOCK GRANT (SABG)**

2 SABG means the Federal Substance Abuse Block Grant Program authorized by Section 1921 of  
3 Title XIX, Part B, Subpart II and III of the Public Health Service Act.  
4

5 1.16 **WAITING LIST**

6 Waiting List means a list of clients who qualify for SABG-funded services for whom services  
7 have not been scheduled due to lack of capacity  
8

## ARTICLE TWO – NETWORK PROVIDER OBLIGATIONS

This Agreement, North Sound BH-ASO's Supplemental Provider Service Guide, Policies and Procedures (P&P), Contract Exhibits, the Contract Boilerplate, and their revisions each specify North Sound BH-ASO's requirements for the array of services to be provided. Unless otherwise specified, these materials shall be regarded as the source documents for compliance with program requirements. In the event of any inconsistency between the requirements of such documents, the more stringent shall control.

### 2.1 NETWORK PARTICIPATION

Provider shall participate as part of the North Sound BH-ASO for the GFS/FBG and Legislative Proviso services specified in this Contract. Provider agrees that its practice information may be used in North Sound BH-ASO MCO and HCA provider directories, promotional materials, advertising and other informational material made available to the public. Such practice information includes, but is not limited to, name, address, telephone number, hours of operation and type of services. Provider shall promptly notify North Sound BH-ASO within 30 days of any changes in this information.

### 2.2 STANDARDS FOR PROVISION OF CARE

#### 2.2.1 Provision of Integrated Care Services

Provider shall provide Crisis Services and/or FBG/Legislative Proviso services to individuals, within the scope of Provider's business and practice. Such services shall be provided in accordance with this Agreement; North Sound BH-ASO Supplemental Provider Service Guide; HCA standards; North Sound BH-ASO Policies and Procedures (P&P); the terms, conditions and eligibility outlined in Contract Exhibits; and the requirements of any applicable government sponsored program.

#### 2.2.2 Standard of Care

Provider shall provide services to individuals at a level of care and competence that equals or exceeds the generally accepted and professionally recognized standard of practice at the time of treatment, all applicable rules and/or standards of professional conduct, and any controlling governmental licensing requirements.

#### 2.2.3 Facilities, Equipment and Personnel

Provider's facilities, equipment, personnel and administrative services shall be maintained at a level and quality appropriate to perform Provider's duties and responsibilities under this Agreement and to meet all applicable legal and BH-ASO contractual requirements, including the accessibility requirements of the Americans with Disabilities Act.

#### 2.2.4 Prior Authorization

Where required or appropriate, the Provider shall work with North Sound BH-ASO to obtain the prior MCO authorization in accordance with MCO's Provider Manual unless the situation is one (1) involving the delivery of Emergency Services.

1           2.2.5   **Assignments**

2           The Provider shall provide crisis services to all individuals regardless of their ability  
3           to pay.

4           2.2.6   **Capacity**

5           Provider shall ensure availability of services for each of the service populations for  
6           which it is licensed and/or certified by the Department of Health (DOH).

7           2.2.7   **Subcontract Arrangements**

8           Any subcontract arrangement entered into by Provider for the delivery of services  
9           to individuals shall be in writing and shall bind Provider's subcontractors to the  
10          terms and conditions of this Agreement including, but not limited to, Supplemental  
11          Provider Service Guide, terms relating to licensure, insurance, and billing of  
12          individuals for services. North Sound BH-ASO will provide ongoing monitoring and  
13          oversight to any and all sub-delegation relationships.

14          2.2.8   **Availability of Services**

15          Provider shall make arrangements to ensure the availability of services to  
16          individuals on a 24-hours a day, 7 days a week basis, including arrangement to  
17          ensure coverage of individual visits after hours when required by North Sound BH-  
18          ASO Supplemental Provider Service Guide. Provider shall meet the applicable  
19          standards for timely access to care and services, taking into account the urgency of  
20          the need for the services.  
21

22   2.3   **TREATMENT ALTERNATIVES**

23          Providers shall in all instances obtain informed consent prior to treatment. Without regard to  
24          Medicaid Benefit Plan limitations or cost, the Provider shall communicate freely and openly  
25          with individuals about their health status, and treatment alternatives (including medication  
26          treatment options); about their rights to participate in treatment decisions (including refusing  
27          treatment); and providing them with relevant information to assist them in making informed  
28          decisions about their health care.  
29

30   2.4   **PROMOTIONAL ACTIVITIES**

31          At the request of North Sound BH-ASO, Provider shall display promotional materials in its  
32          offices and facilities as practical, in accordance with applicable law and cooperate with and  
33          participate in all reasonable marketing efforts. Provider shall not use any North Sound BH-  
34          ASO name in any advertising or promotional materials without the prior written permission of  
35          North Sound BH-ASO.  
36

37   2.5   **LICENSURE, CERTIFICATION AND OTHER STATE AND FEDERAL REQUIREMENTS**

38          Provider shall hold all necessary licenses, certifications, and permits required by law for the  
39          performance of services to be provided under this Agreement. Provider shall maintain its  
40          licensure and applicable certifications in good standing, free of disciplinary action, and in  
41          unrestricted status throughout the term of this Agreement. Provider's loss or suspension of  
42          licensure or other applicable certifications, or its exclusion from any federally funded health  
43          care program, including Medicare and Medicaid, may constitute cause for immediate  
44          termination of this Agreement. Provider warrants and represents that each employee and

subcontractor, who is subject to professional licensing requirements, is duly licensed to provide Behavioral Health Services. Provider shall ensure each employee and subcontractor have and maintains in good standing for the term of this Agreement the licenses, permits, registrations, certifications, and any other governmental authorizations to provide such services.

## **2.6 INDEPENDENT MEDICAL/CLINICAL JUDGEMENT**

Provider shall exercise independent medical/clinical judgment and control over its professional services. Nothing herein shall give North Sound BH-ASO, MCO, or HCA authority over Provider's medical judgment or direct the means by which they practice within the scope of their licensed, certified, and/or registered practice. Provider retains sole responsibility for its relationship with each individual it treats, and for the quality of behavioral health care services provided to its individuals. Provider is solely responsible to each of its individuals for care provided.

## **2.7 NON-DISCRIMINATION**

2.7.1 Enrollment. Provider shall not differentiate or discriminate in providing services to individuals because of race, color, religion, national origin, ancestry, age, marital status, gender identity, sexual orientation, physical, sensory or mental handicap, socioeconomic status, or participation in publicly financed programs of health care services. Provider shall render services to individuals in the same location, in the same manner, in accordance with the same standards, and within the same time availability regardless of payor.

2.7.2 Employment. Provider shall not differentiate or discriminate against any employee or applicant for employment, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, height, weight, marital status, gender identity, physical, sensory or mental disability unrelated to the individual's ability to perform the duties of the particular job or position.

## **2.8 DATA INFORMATION SYSTEM REQUIREMENTS**

2.8.1 Provider shall:

- 2.8.1.1 Have a health Information System (IS) that complies with the requirements of 42 CFR Part 438.242 and can report complete and accurate data to North Sound BH-ASO as specified in the North Sound BH-ASO P&P;
- 2.8.1.2 Remedy all data errors within 30 days of receipt of an error report from the North Sound BH-ASO IS;
- 2.8.1.3 Provide evidence to North Sound BH-ASO, upon request, that error reports have been addressed;

- 1 2.8.1.4 Maintain up to date individual contact information in the IS; and  
2 2.8.1.5 Maintain a written Business Continuity and Disaster Recovery Plan  
3 (BCDRP) with an identified update process (at least annually) that  
4 ensures timely restoration of the IS following total or substantial loss of  
5 system functionality. A copy of the plan submitted by the Provider  
6 through the credentialing process shall be made available upon request  
7 for review and audit by North Sound BH-ASO, MCO, HCA, Department  
8 of Social Human Services (DSHS) or External Quality Review  
9 Organization (EQRO).

10  
11 **2.9 CARE COORDINATION**  
12

- 13 2.9.1 Coordinate medical services. Provider shall coordinate all services for eligible  
14 individuals, including but not limited to medical services, behavioral health services  
15 and services associated with the social determinants of health as needed, or as  
16 identified by North Sound BH-ASO.  
17 2.9.2 Provision of data and information for purposes of care coordination. Provider shall  
18 cooperate with, participate in, and provide information and data in accordance to  
19 HIPAA, to support North Sound BH-ASO's care coordination activities and to meet  
20 HCA care coordination obligations.  
21

22 **2.10 BEHAVIORAL HEALTH SCREENING AND ASSESSMENT REQUIREMENTS**

23 If Provider provides Behavioral Health Services, Provider shall utilize the Global Appraisal of  
24 Individual Needs-Short Screener (GAIN-SS) and assessment process, including use of the  
25 quadrant placement. If the results of the GAIN-SS are indicative of the presence of a co-  
26 occurring disorder (COD), Provider shall consider this information in the development of the  
27 individual's treatment plan, including appropriate referrals. In addition, Provider shall  
28 implement, and maintain throughout the term of this Agreement, the Integrated COD  
29 Screening and Assessment process, including training for applicable staff. If Provider fails to  
30 implement or maintain this process, upon request of North Sound BH-ASO, Provider shall  
31 provide a corrective action plan designed to ensure compliance with the requirements of this  
32 Section. Such plan shall allow for monitoring of compliance by North Sound BH-ASO.  
33

34 **2.11 RECORDKEEPING AND CONFIDENTIALITY**  
35

36 **2.11.1 Maintaining Individual Medical Record**

37 Provider shall maintain a medical record for each individual to whom Provider  
38 renders behavioral healthcare services. Provider shall establish each individual's  
39 medical record upon the individual's first encounter with Provider. The individual's  
40 medical record shall contain all information required by state and federal law,  
41 generally accepted and prevailing professional practice, applicable government  
42 sponsored health programs, and all North Sound BH-ASO P&Ps. Provider shall  
43 retain all such records for at least 10 years.  
44

1           2.11.2    **Confidentiality of Individual Health Information**

2           As of the date of this Agreement, each party may be a Business Associate under HIPAA, as  
3           amended, and must comply with the Administrative Simplification Provisions of HIPAA and  
4           with the applicable provisions of the Health Information Technology for Economic and  
5           Clinical Health Act of 2009 (HITECH Act), including the Privacy Rule, Security Rule, Breach  
6           Notification Rule, and Enforcement Rule (the HIPAA Rules). The parties acknowledge that,  
7           in their performance under this Agreement, each shall have access to and receive from the  
8           other party information protected under HIPAA and RCW Chapter 70.02, the Washington  
9           State Health Care Information Access and Disclosure of 1991 (Protected Health  
10          Information or PHI).

11          2.11.3    **Health Information System**

12          Provider shall implement a documented health information system and a privacy security  
13          program that includes administrative, technical and physical safe guards designed to  
14          prevent the accidental or unauthorized use or disclosure of individual PHI and medical  
15          records. The information system and the privacy and security program shall, at a  
16          minimum, comply with applicable HIPAA regulations regarding the privacy and security of  
17          PHI, including but not limited to 42 CFR § 438.242; 45 CFR § 164.306(a); and 45 CFR §  
18          162.200, as well as, HIPAA privacy provisions in Title 13 of the American Recovery and  
19          Reinvestment Act of 2009 (ARRA).

20          2.11.4    **Delivery of Individual Care Information and Individual Access to Health  
21          Information**

22          Provider shall give North Sound BH-ASO, MCO, HCA and/or individuals access to individual  
23          health information including, but not limited to, medical records and billing records, for  
24          the purpose of inspection, evaluation, and audit, in accordance with the requirements of  
25          state and federal law, applicable government sponsored health programs, and North  
26          Sound BH-ASO P&P's.

27          2.11.5    **Federal Drug and Alcohol Confidentiality Laws**

28          Provider shall comply with 42 CFR Part 2, as applicable. If Provider is a Part 2 program, as  
29          defined under 42 CFR §2.11, Provider shall obtain a signed written consent that complies  
30          with the requirements of 42 CFR Part 2 from each individual, prior to disclosing the  
31          individual's Patient Identifying Information to MCO or HCA. For the purposes of this  
32          section, "Patient Identifying Information" shall have the same meaning as under 42 CFR  
33          §2.11. Such consent shall explicitly name MCO and/or HCA as an authorized recipient of  
34          the individual's Patient Identifying Information. Provider shall maintain copies of each  
35          individual's consent form in accordance with federal law. North Sound BH-ASO reserves  
36          the right to audit Provider's records to ensure compliance with this Section.

37  
38    2.12    **INDIVIDUAL'S COPAYMENTS, COINSURANCE AND DEDUCTIBLES**

39  
40          2.12.1    **Third-Party Payment**

41          The Provider shall have a written policy regarding third-party payments that complies with  
42          provisions of North Sound BH-ASO's P&P's. The policy shall explain the process in place to  
43          pursue, in accordance with reasonable collection practices, third-party payments for  
44          individuals who are covered by other benefit plans and private pay. The Provider shall  
45          document its collections of third-party payments.

1           2.12.2   **Medicaid enrollment**

2           The Provider shall aggressively work to convert non-Medicaid individuals to Medicaid  
3           status, including helping families to access health insurance coverage for their children  
4           under the provisions of the Children's Health Insurance Program.

5           2.12.3   **Individual financial obligation**

6           The Provider shall provide notice to individuals of their personal financial obligations for  
7           non-covered services, and may bill individuals for non-covered services only if the Provider  
8           has:  
9

10           2.12.3.1    Provided the individual with a full written disclosure of Provider's intent to  
11                       directly bill the individual for non-covered services (including a clear  
12                       statement the North Sound BH-ASO and/or the individual's assigned MCO is  
13                       not financially obligated or otherwise liable to cover or provide any  
14                       reimbursement, compensation, or other payment related to such non-  
15                       covered services); and

16           2.12.3.2    Obtained a written acknowledgement and acceptance of financial  
17                       responsibility from the individual at the time of denial and prior to services  
18                       being delivered.  
19

20   2.13   **CLIENT HOLD HARMLESS**

21  
22           2.13.1    Provider hereby agrees that in no event, including, but not limited to nonpayment  
23                       by North Sound BH-ASO, North Sound BH-ASO insolvency, or breach of this  
24                       contract will Provider bill, charge, collect a deposit from, seek compensation,  
25                       remuneration, or reimbursement from, or have any recourse against a client or  
26                       person acting on their behalf, other than North Sound BH-ASO, for services  
27                       provided pursuant to this Contract. This provision does not prohibit collection of  
28                       deductibles, copayments, coinsurance and/or payment for noncovered services,  
29                       which have not otherwise been paid by a primary or secondary issuer in  
30                       accordance with regulatory standards for coordination of benefits, from individuals  
31                       in accordance with the terms of the individual's health plan.

32           2.13.2    If applicable, Provider agrees in the event of North Sound BH-ASO insolvency, to  
33                       continue to provide the services promised in this Contract to clients of North  
34                       Sound BH-ASO for the duration of the period for which premiums on behalf of the  
35                       individuals were paid to North Sound BH-ASO or until the individual's discharge  
36                       from inpatient facilities, whichever time is greater.

37           2.13.3    Notwithstanding any other provision of this Contract, nothing in this contract shall  
38                       be construed to modify the rights and benefits contained in an Individual's health  
39                       plan.

40           2.13.4    Provider may not bill individuals for crisis services where North Sound BH-ASO  
41                       denies payments because the Provider has failed to comply with the terms or  
42                       conditions of this Contract.

43           2.13.5    Provider further agrees (i) the provisions of this subsection 2.13.4 shall survive  
44                       termination of this contract regardless of the cause giving rise to termination and  
45                       shall be construed to be for the benefit of North Sound BH-ASO individuals, and (ii)  
46                       this provision supersedes any oral or written contrary agreement now existing

1 or hereafter entered into between Provider and individuals or persons acting on  
2 their behalf.

3 2.13.6 If Provider contracts with other providers or facilities who agree to provide crisis  
4 services to individuals of North Sound BH-ASO with the expectation of receiving  
5 payment directly or indirectly from North Sound BH-ASO, such providers or  
6 facilities must agree to abide by the provisions of this subsection 2.13.6.  
7

8 Willfully collecting or attempting to collect an amount from an individual knowing that  
9 collection to be in violation of the participating provider or facility contract constitutes a class  
10 C felony under RCW 48.80.030.  
11

## 12 2.14 PROGRAM PARTICIPATION

### 13 2.14.1 Participation in Grievance Program

14 Provider shall implement a Grievance Program that complies with WAC 182-538C 110 or  
15 its successors and shall participate in North Sound BH-ASO's Grievance Program and  
16 cooperate in identifying, processing, and promptly resolving all individual complaints,  
17 grievances, or inquiries.  
18

### 19 2.14.2 Participation in Quality Improvement Program

20  
21 2.14.2.1 Provider shall develop and implement a quality management plan in  
22 accordance with requirements outlined in the North Sound BH-ASO P&P or  
23 Provider's accrediting entity.  
24

25 2.14.2.2 Provider shall cooperate and participate in the North Sound BH-ASO Quality  
26 Assessment and Performance Improvement activities and Performance  
27 Improvement Projects (PIP) identified by North Sound BH-ASO and/or HCA.  
28

29 2.14.2.3 The Provider shall review the components of the quality management plan  
30 at least annually. Such review will include submitting a report to North  
31 Sound BH-ASO on any Quality Assurance activity or changes to the quality  
32 management plan, except where the provider holds accreditation from the  
33 Joint Commission, Commission on Accreditation of Rehabilitation Facilities  
34 or Commission on Accreditation.  
35

#### 36 2.14.2.4 Participation in Utilization Review and Management Program

37 Provider shall participate in and comply with the North Sound BH-ASO  
38 Utilization Review and Management Program, including all P&P's regarding  
39 prior authorizations, and shall cooperate with HCA in audits to identify,  
40 confirm, and/or assess utilization levels of services.



1 2.15 **NOTICES**

2  
3 2.15.1 **Critical Incident Reporting**

4 Provider shall send immediate notification to North Sound BH-ASO and, when indicated, to  
5 the applicable MCO of any Critical Incident involving an individual. Notification shall be  
6 made during the business day on which Provider becomes aware of the Critical Incident. If  
7 Provider becomes aware of a Critical Incident involving an individual after business hours,  
8 Provider shall provide notice to North Sound BH-ASO and, when indicated, to the  
9 applicable MCO as soon as possible the next business day. Provider shall provide to North  
10 Sound BH-ASO and, when indicated, to the applicable MCO all available information  
11 related to a Critical Incident at the time of notification, including: a description of the  
12 event, the date and time of the incident, the incident location, incident type, information  
13 about the individuals involved in the incident and the nature of their involvement; the  
14 individual's or other involved individuals' service history with Provider; steps taken by  
15 Provider to minimize potential or actual harm; and any legally required notification made  
16 by Provider. Upon North Sound BH-ASO's request, and as additional information becomes  
17 available, Provider shall update the information provided regarding the Critical Incident  
18 and, if requested by MCO, shall prepare a written report regarding the Critical Incident,  
19 including any actions taken in response to the incident, the purpose for which such actions  
20 were taken, any implications to Provider's delivery system and efforts designed to prevent  
21 or lessen the possibility of future similar incidents. Reporting shall comport with North  
22 Sound BH-ASO Supplemental Provider Service Guide and applicable P&Ps.

23 2.15.2 **Notice of sites/services change**

24 Provider shall, prior to making a public announcement of any site or service changes,  
25 notify North Sound BH-ASO in writing and receive approval at least:  
26

27 2.15.2.1 120 days prior to closing a Provider site or opening any additional  
28 site(s) providing services under this Agreement.

29 2.15.2.2 30 days prior to any Provider change that would significantly affect  
30 the delivery of or payment for services provided, including changes in  
31 tax identification numbers, billing addresses, or practice locations.

32 2.15.2.3 If Provider discontinues services or closes a site in less than 30 days,  
33 Provider shall notify North Sound BH-ASO as soon as possible and  
34 prior to making a public announcement.

35 2.15.2.4 Provider shall notify North Sound BH-ASO of any other changes in  
36 capacity that result in the Provider being unable to meet any  
37 requirements of this Agreement. Events that affect capacity, include  
38 but are not limited to: a decrease in the number, frequency, or type of  
39 a required service to be provided; employee strike or other work  
40 stoppage related to union activities; or any changes that result in  
41 Provider being unable to provide timely, medically necessary services.

42 2.15.2.5 If any of the above events occurs, Provider shall submit a plan to  
43 North Sound BH-ASO and, if requested, shall meet with North Sound  
44 BH-ASO to review the plan at least 30 business days prior to the  
45 event. The plan should include the following:

- 2.15.2.5.1 Notification of service/site change;
- 2.15.2.5.2 Individual notification and communication plan;
- 2.15.2.5.3 Plan for provision of uninterrupted services by individual; and
- 2.15.2.5.4 Any information that will be released to the media.

**2.15.3 Termination of Services**

Provider shall provide North Sound BH-ASO at least 120 calendar days written notice before provider, any clinic, or subcontractor ceases to provide services to individuals.

**2.15.4 Reporting Fraud**

Provider shall comply with RCW 48.135 concerning Insurance Fraud Reporting and shall notify North Sound BH-ASO Compliance Department of all incidents or occasions of suspected fraud, waste, or abuse involving Services provided to an individual. Provider shall report a suspected incident of fraud, waste or abuse, including a credible allegation of fraud, within five (5) business days of the date Provider first becomes aware of, or is on notice of, such activity. The obligation to report suspected fraud, waste, or abuse shall apply if the suspected conduct was perpetrated by Provider, Provider's employee, agent, subcontractor, or individual. Provider shall establish P&P's for identifying, investigating, and taking appropriate corrective action against suspected fraud, waste, or abuse. Detailed information provided to employees and subcontractors regarding fraud and abuse P&P's and the false Claims Act and the Washington false claims statutes RCW Chapter 74.66 and 74.09.210. Upon request by North Sound BH-ASO, and/or HCA, Provider shall confer with the appropriate State agency prior to or during any investigation into suspected fraud, waste, or abuse.

**2.16 PARTICIPATION IN CREDENTIALING**

Provider shall participate in North Sound BH-ASO's credentialing and re-credentialing process that shall satisfy, throughout the term of this Agreement, all credentialing and re-credentialing criteria established by North Sound BH-ASO. Provider shall immediately notify North Sound BH-ASO of any change in the information submitted or relied upon by Provider to achieve credentialed status. If Provider's credentialed status is revoked, suspended, or limited by North Sound BH-ASO, North Sound BH-ASO may, at its discretion, terminate this Agreement and/or reassign individuals to another provider.

**2.17 PROVIDER TRAINING AND EDUCATION**

Upon the request of North Sound BH-ASO, the Provider shall participate in training when required by the North Sound BH-ASO and/or HCA.

**2.17.1 Exception to required training**

Requests to allow an exception to participation in a required training must be in writing and include a plan for how the required information will be provided to targeted Provider staff;

1           2.17.2   **Safety and violence-prevention training**

2           Provider shall ensure all community behavioral health employees who work  
3           directly with individuals are provided with at least annual training on safety and  
4           violence-prevention topics described in RCW 49.19.030;

5           2.17.3   **Cultural humility training**

6           Provider shall ensure all community behavioral health employees who work for  
7           Providers are provided with at least annual training on cultural humility;

8           2.17.4   **Health Education/Training**

9           Provider shall ensure all community behavioral health employees who work  
10          directly with individuals receive Health Education/Training as requested by North  
11          Sound BH-ASO; and

12          2.17.5   **Provider Non-Solicitation**

13          Provider shall not solicit or encourage individuals to select any particular health  
14          plan for the primary purpose of securing financial gain for Provider. Nothing in this  
15          provision is intended to limit Provider's ability to fully inform individuals of all  
16          available health care treatment options or modalities.  
17

1 **ARTICLE THREE –NORTH SOUND BH-ASO OBLIGATIONS**

2 **3.1 ADMINISTRATIVE SUPPORT**

3 North Sound BH-ASO shall provide the administrative support to the North Sound Integrated  
4 Care Network (ICN) and will collaborate with Providers in:

- 5
- 6 3.1.1 Establishing and maintaining a multispecialty provider network that is  
7 geographically distributed through the service area and promotes individual choice  
8 and access to Participating Providers;
- 9 3.1.2 Developing and supporting the workforce in the provision of active, innovative and  
10 evidence-based chronic conditions management practices;
- 11 3.1.3 Developing and implementing Participating Provider practice protocols and  
12 supports;
- 13 3.1.4 Creating alliances with other medical practices/groups and providers to help  
14 ensure the delivery of whole-person and integrated care;
- 15 3.1.5 Participating in performance measurement, including the reporting of state  
16 defined performance measures and HCA identified behavioral health measures;
- 17 3.1.6 Promoting practice transformation and outcome achievement through value-based  
18 purchasing; and
- 19 3.1.7 Providing support and training on proper coding of services and data transmissions  
20 related to encounters.  
21

22 **3.2 CONTINUUM OF BEHAVIORAL HEALTH CARE**

23 North Sound BH-ASO shall contract with a network of behavioral health providers to ensure a  
24 continuum of crisis behavioral health care to achieve and demonstrate network adequacy.  
25

26 **3.3 COLLECTION OF SERVICE ENCOUNTERS**

27 North Sound BH-ASO shall collect service encounters from the Participating Providers and  
28 submit them to HCA and/or MCOs.  
29

30 **3.4 PAYMENT**

31 North Sound BH-ASO shall pay Provider for services provided according to the North Sound  
32 BH-ASO established rate schedule, detailed in Exhibit B. Additionally, clean claims shall be  
33 submitted in established timelines.  
34

- 35 3.4.1 North Sound BH-ASO shall provide reasonable notice of not less than 60 days of  
36 changes that affect Provider's compensation or the delivery of health care services.  
37

38 **3.5 SUBMISSION OF CLAIMS**

39 If Provider submits claims for Services rendered under this Contract, the following  
40 requirements shall apply:  
41

1           3.5.1       **Clean Claims Standards**

2                   Except as agreed to by the parties on a claim-by-claim basis, North Sound BH-  
3                   ASO shall pay or deny not less than (i) 95% of Clean Claims received from  
4                   Provider within 30 days of receipt; (ii) 95% of all claims received from Provider  
5                   within 60 days of receipt; and (iii) 99% of all Clean Claims received from  
6                   Provider within 90 days of receipt.

7           3.5.2       **Clean Claim – Definition**

8                   For purposes of this Section 3.5, "clean claim" means a claim that has no defect  
9                   or impropriety, including any lack of any required substantiating  
10                  documentation, or particular circumstances requiring special treatment that  
11                  prevents timely payments from being made on the claim under this Section 3.5.

12  
13   3.6   **COORDINATION**

14           North Sound BH-ASO shall be responsible for coordinating with Participating Providers to  
15           meet the obligations identified in this Agreement.  
16

## ARTICLE FOUR - TERM AND TERMINATION

### 4.1 TERM

This Agreement is effective on July 1, 2019, and will remain in effect for an initial term of 1 year (Initial Term), after which it will automatically renew for successive terms of 1 year each (Renewal Term), unless this Agreement is sooner terminated as provided in this Agreement or either Party gives the other Party written notice of non-renewal of this Agreement not less than 180 days prior to the end of the current term.

### 4.2 TERMINATION WITHOUT CAUSE

This Agreement may be terminated without cause by either party upon providing at least 90 days written notice to the other party.

### 4.3 TERMINATION WITH CAUSE

Either party may terminate this Agreement by providing the other party with a minimum of 10 business days prior written notice in the event the other party commits a material breach of any provision of this Agreement. Said notice must specify the nature of said material breach. The breaching party shall have 7 business days from the date of the breaching party's receipt of the foregoing notice to cure said material breach. In the event the breaching party fails to cure the material breach within said 7 business day period, this Agreement shall automatically terminate upon expiration of the 10 business days' notice period.

### 4.4 IMMEDIATE TERMINATION

Unless expressly prohibited by applicable regulatory requirements, North Sound BH-ASO may immediately suspend or terminate the participation of a Provider in any or all products or services by giving written notice thereof to Provider when North Sound BH-ASO determines that (i) based upon available information, the continued participation of the Provider appears to constitute an immediate threat or risk to the health, safety or welfare of individual(s), or (ii) Provider's fraud, malfeasance, or non-compliance with any regulatory requirements is reasonably suspected. During such suspension, the Provider shall, as directed by North Sound BH-ASO, discontinue the provision of all or a particular contracted Service to individual(s). During the term of any suspension, Provider shall notify individual(s) that their status as a Provider has been suspended. Such suspension will continue until the Provider's participation is reinstated or terminated.

### 4.5 TERMINATION DUE TO CHANGE IN FUNDING

In the event funding from HCA, MCO, State, Federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to its normal completion, either party may terminate this Contract subject to re-negotiations.

#### 4.5.1 TERMINATION PROCEDURE

The following provisions shall survive and be binding on the parties in the event this Contract is terminated:

4.5.1.1 Provider and any applicable subcontractors shall cease to perform any services required by this Contract as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination which are related to the transfer of individuals, distribution of property and termination of services. Each party shall be responsible only for its performance in accordance with the terms of this Contract rendered prior to the

effective date of termination. Provider and any applicable subcontractors shall assist in the orderly transfer/transition of the individuals served under this Contract. Provider and any applicable subcontractors shall promptly supply all information necessary for the reimbursement of any outstanding Medicaid claims.

4.5.1.2 Provider and any applicable subcontractors shall immediately deliver to North Sound BH-ASO's Program Administrator or their successor, all North Sound BH-ASO assets (property) in Provider and any applicable subcontractor's possession and any property produced under this Contract. Provider and any applicable subcontractors grant North Sound BH-ASO the right to enter upon Provider and any applicable subcontractor's premises for the sole purpose of recovering any North Sound BH-ASO property that Provider and any applicable subcontractors fails to return within 10 business days of termination of this Contract. Upon failure to return North Sound BH-ASO property within 10 business days of the termination of this Contract, Provider and any applicable subcontractors shall be charged with all reasonable costs of recovery, including transportation and attorney's fees. Provider and any applicable subcontractors shall protect and preserve any property of North Sound BH-ASO that is in the possession of Provider and any applicable subcontractors pending return to North Sound BH-ASO.

4.5.1.3 North Sound BH-ASO shall be liable for and shall pay for only those services authorized and provided through the date of termination. North Sound BH-ASO may pay an amount agreed to by the parties for partially completed work and services, if work products are useful to or usable by North Sound BH-ASO.

4.5.1.4 If the Program Administrator terminates this Contract for default, North Sound BH-ASO may withhold a sum from the final payment to Provider that North Sound BH-ASO determines is necessary to protect North Sound BH-ASO against loss or additional liability occasioned by the alleged default. North Sound BH-ASO shall be entitled to all remedies available at law, in equity, or under this Contract. If it is later determined Provider was not in default, or if Provider terminated this Contract for default, Provider shall be entitled to all remedies available at law, in equity, or under this Contract.

Should the contract be terminated by either party, North Sound BH-ASO will require the spend-down of all remaining reserves and fund balances within the termination period. Funds will be deducted from the final months' payments until reserves and fund balances are spent. Should the contract be terminated by either

1 party, Provider shall be responsible to provide all behavioral health  
2 services through the end of the month for which they have received  
3 payment.  
4

5 **4.6 TERMINATION NOTIFICATION TO INDIVIDUALS**

6 North Sound BH-ASO will inform affected individuals of any termination pursuant to this  
7 Contract in accordance with the process set forth in the applicable MCO P&P's. Individuals  
8 may be required to select another Provider contracted with North Sound BH-ASO prior to the  
9 effective date of termination of this Contract.  
10



1 **ARTICLE FIVE - FINANCIAL TERMS AND CONDITIONS**

2 **5.1 GENERAL FISCAL ASSURANCES**

3 Provider shall comply with all applicable laws and standards, including Generally Accepted  
4 Accounting Principles and maintain, at a minimum, a financial management system that is a  
5 viable, single, integrated system with sufficient sophistication and capability to effectively and  
6 efficiently process, track and manage all fiscal matters and transactions. The parties'  
7 respective fiscal obligations and rights set forth in this section shall continue after termination  
8 of this Contract until such time as the financial matters between the parties resulting from this  
9 Contract are completed.  
10

11 **5.2 FINANCIAL ACCOUNTING REQUIREMENTS**

12 Provider shall:  
13

- 14 5.2.1 Limit Administration costs to no more than 15% of the annual revenue supporting  
15 the public behavioral health system operated by Provider. Administration costs  
16 shall be measured on a fiscal year basis and based on the information reported in  
17 the Revenue and Expenditure Reports and reviewed by North Sound BH-ASO.  
18 5.2.2 The Provider shall establish and maintain a system of accounting and internal  
19 controls which complies with generally accepted accounting principles  
20 promulgated by the Financial Accounting Standards Board (FASB), the  
21 Governmental Accounting Standards Board (GASB), or both as is applicable to the  
22 Provider's form of incorporation.  
23 5.2.3 Ensure all North Sound BH-ASO funds, including interest earned, provided pursuant  
24 to this Contract, are used to support the public behavioral health system within the  
25 Service Area;  
26 5.2.4 Ensure under no circumstances are individuals charged for any covered services,  
27 including those out-of-network services purchased on their behalf;  
28 5.2.5 Produce annual, audited financial statements upon completion and make such  
29 reports available to North Sound BH-ASO upon request.  
30

31 **5.2.1.1 Financial Reporting**

32 Provider shall provide the following reports to North Sound BH-ASO:  
33

- 34 5.2.1.1.1 The North Sound BH-ASO shall reimburse the Provider for  
35 satisfactory completion of the services and requirements  
36 specified in this Contract and its attached exhibit(s).  
37 5.2.1.1.2 The Provider shall submit an invoice and all accompanying  
38 reports as specified in the attached exhibit(s), including its  
39 final invoice and all outstanding reports. The North Sound  
40 BH-ASO shall initiate authorization for payment to the  
41 Provider not more than 30 days after a complete and  
42 accurate invoice is received.  
43

1 5.2.1.1.3 The Provider shall submit its final invoice and all  
2 outstanding reports as specified in this contract and its  
3 attached exhibit(s). If the Provider's final invoice and  
4 reports are not submitted as specified in this contract and  
5 its attached exhibit(s), the North Sound BH-ASO will be  
6 relieved of all liability for payment to the Provider of the  
7 amounts set forth in said invoice or any subsequent  
8 invoice.  
9

10 5.2.1.2 **LIABILITY FOR PAYMENT AND THE PURSUIT OF THIRD-PARTY REVENUE**

11 Provider shall be responsible for developing financial processes that  
12 enable them to reasonably ensure all third-party resources available to  
13 enrollees are identified and pursued in accordance with the reasonable  
14 collection practices, which Provider applies to all other payers for  
15 services covered under this Contract. Ensure a process is in place to  
16 demonstrate all third-party resources are identified and pursued in  
17 accordance with Medicaid being the payer of last resort. North Sound  
18 BH-ASO shall actively provide Provider support in the pursuit of third-  
19 party payments for all crisis services.  
20

21 Provider shall maintain necessary records to document all third-party  
22 resources and report to North Sound BH-ASO on a biennial basis or  
23 upon the request of North Sound BH-ASO, the amount of such third-  
24 party resources collected for all service recipients during the quarter by  
25 source of payment.  
26

1 **ARTICLE SIX -OVERSIGHT AND REMEDIES**

2 **6.1 OVERSIGHT AUTHORITY**

3 North Sound BH-ASO, HCA, DSHS, Office of the State Auditor, the Department of Health  
4 (DOH), the Comptroller General, or any of their duly-authorized representatives have the  
5 authority to conduct announced and unannounced: a) surveys, b) audits, c) reviews of  
6 compliance with licensing and certification requirements and compliance with this Contract,  
7 d) audits regarding the quality, appropriateness and timeliness of behavioral health services of  
8 Provider and subcontractors and e) audits and inspections of financial records of Provider and  
9 subcontractors.

10  
11 Provider shall notify North Sound BH-ASO when an entity other than North Sound BH-ASO  
12 performs any audit described above related to any activity contained in this Contract.  
13

14 In addition, North Sound BH-ASO will conduct reviews in accordance with its oversight of  
15 resource, utilization and quality management, as well as, ensure Provider has the clinical,  
16 administrative and fiscal structures to enable them to perform in accordance with the terms  
17 of the contract. Such reviews may include, but are not limited to: encounter data validation,  
18 utilization reviews, clinical record reviews, program integrity, administrative structures  
19 reviews, fiscal management and contract compliance. Reviews may include desk reviews,  
20 requiring Provider to submit requested information. North Sound BH-ASO will also review any  
21 activities delegated under this contract to Provider.  
22

23 **6.2 REMEDIAL ACTION**

24 North Sound BH-ASO may require Provider to plan and execute corrective action. Corrective  
25 Action Plan (CAP) developed by Provider must be submitted for approval to North Sound BH-  
26 ASO within 30 calendar days of notification. CAP must be provided in a format acceptable to  
27 North Sound BH-ASO. North Sound BH-ASO may extend or reduce the time allowed for  
28 corrective action depending upon the nature of the situation as determined by North Sound  
29 BH-ASO.  
30

31 **6.2.5 CAP must include:**

32  
33 **6.2.1.1 A brief description of the findings; and**

34 **6.2.1.2 Specific actions to be taken, a timetable, a description of the monitoring**  
35 **to be performed, the steps taken and responsible individuals that will**  
36 **reflect the resolution of the situation.**  
37

38 **6.2.2 CAP may:**

39 **Require modification of any P&P's by Provider relating to the fulfillment of its**  
40 **obligations pursuant to this Contract.**  
41

1           6.2.3   CAP is subject to approval by North Sound BH-ASO, which may:

2  
3                   6.2.3.1   Accept the plan as submitted;

4                   6.2.3.2   Accept the plan with specified modifications;

5                   6.2.3.3   Request a modified plan; or

6                   6.2.3.4   Reject the plan.

7  
8           6.2.4   Provider agrees North Sound BH-ASO may initiate remedial action as outlined in  
9                   subsection (6.2.5) below if North Sound BH-ASO determines any of the following  
10                  situations exist:

11  
12                   6.2.4.1   If a problem exists that poses a threat to the health or safety of any  
13                               person or poses a threat of property damage/an incident has occurred  
14                               that resulted in injury or death to any person/resulted in damage to  
15                               property.

16                   6.2.4.2   Provider has failed to perform any of the behavioral health services  
17                               required in this Contract, which includes the failure to maintain the  
18                               required capacity as specified by North Sound BH-ASO to ensure  
19                               enrolled individuals receive medically necessary services, including  
20                               delegated functions; except, that no remedial action pursuant to  
21                               subsection (6.2.5) hereof shall be taken if such failure to maintain  
22                               required capacity is due to any interruption in, or depletion of the  
23                               available amount of money to Provider as described in Exhibit B of this  
24                               contract for purposes of performing services under this contract;  
25                               however, in such an instance, North Sound BH-ASO may terminate all or  
26                               part of this contract on as little as 30 days written notice.

27                   6.2.4.3   Provider has failed to develop, produce and/or deliver to North Sound  
28                               BH-ASO any of the statements, reports, data, data corrections,  
29                               accountings, claims and/or documentation described herein, in  
30                               compliance with all the provisions of this Contract.

31                   6.2.4.4   Provider has failed to perform any administrative function required  
32                               under this Contract, including delegated functions. For the purposes of  
33                               this section, "administrative function" is defined as any obligation other  
34                               than the actual provision of behavioral health services.

35                   6.2.4.5   Provider has failed to implement corrective action required by the state  
36                               and within North Sound BH-ASO prescribed timeframes.

37  
38           6.2.5   North Sound BH-ASO may impose any of the following remedial actions in  
39                   response to findings of situations as outlined above.  
40

- 1                   6.2.5.1   Withhold two (2%) percent of the next monthly payment and each  
2                   monthly payment thereafter until the corrective action has achieved  
3                   resolution. North Sound BH-ASO, at its sole discretion, may return a  
4                   portion or all of any payments withheld once satisfactory resolution has  
5                   been achieved.  
6                   6.2.5.2   Compound withholdings identified above by an additional one-half of  
7                   one percent (1/2 of 2%) for each successive month during which the  
8                   remedial situation has not been resolved.  
9                   6.2.5.3   Revoke delegation of any function delegated under this contract.  
10                  6.2.5.4   Deny any incentive payment to which Provider might otherwise have  
11                  been entitled under this Contract or any other arrangement by which  
12                  DBHR provides incentives.  
13                  6.2.5.5   Termination for Default, as outlined in this Contract.  
14

15   6.3   **NOTICE REQUIREMENTS**

16   Whenever this Contract provides for notice to be provided by one (1) party to another, such  
17   notice shall be in writing and directed to the chief executive office of the Provider and the  
18   project representative of the County department specified on page one (1) of this Contract.  
19   Any time within which a party must take some action shall be computed from the date that  
20   the notice is received by said party.  
21

1                   **ARTICLE SEVEN -GENERAL TERMS AND CONDITIONS FOR CONTRACTOR**

2  
3       **7.1     BACKGROUND**

4       North Sound BH-ASO is an entity formed by inter-local agreement between Island, San Juan,  
5       Skagit, Snohomish and Whatcom Counties, each county authority is recognized by the  
6       Director of HCA (Director). These counties entered into an inter-local agreement to allow  
7       North Sound BH-ASO to contract with the Director pursuant to RCW 71.24.025(13), to operate  
8       a single managed system of services for persons with behavioral illness living in the service  
9       area covered by Island, San Juan, Skagit, Snohomish and Whatcom Counties (Service Area).  
10      North Sound BH-ASO is party to an interagency agreement with the Director, pursuant to  
11      which North Sound BH-ASO has agreed to provide integrated community support, crisis  
12      response services to people needing such services in its Service Area. North Sound BH-ASO,  
13      through this Contract, is subcontracting with Provider for the provision of specific behavioral  
14      health services as required by the agreement with the Director. Provider, by signing this  
15      Contract, attests it is willing and able to provide such services in the Service Area.

16  
17      **7.2     MUTUAL COMMITMENTS**

18      The parties to this Contract are mutually committed to the development of an efficient, cost  
19      effective, integrated, person-centered, age specific recovery and resilience model approach to  
20      the delivery of quality community behavioral health services. To that end, the parties are  
21      mutually committed to maximizing the availability of resources to provide needed behavioral  
22      health services in the Service Area, maximizing the portion of those resources used for the  
23      provision of direct services and minimizing duplication of effort.

24  
25      **7.3     ASSIGNMENT**

26      Except as otherwise provided within this Contract, this Contract may not be assigned,  
27      delegated, or transferred by Provider without the express written consent of North Sound BH-  
28      ASO and any attempt to transfer or assign this Contract without such consent shall be void.  
29      The terms "assigned", "delegated", or "transferred" shall include change of business structure  
30      to a limited liability company of any Provider Member or Affiliate Agency.

31  
32      **7.4     AUTHORITY**

33      Concurrent with the execution of this Contract, Provider shall furnish North Sound BH-ASO  
34      with a copy of the explicit written authorization of its governing body to enter into this  
35      Contract and accept the financial risk and responsibility to carry out all terms of this Contract  
36      including the ability to pay for all expenses incurred during the contract period. Likewise,  
37      concurrent with the execution of this Contract, North Sound BH-ASO shall furnish, upon  
38      request, Provider with a written copy of the motion, resolution, or ordinance passed by North  
39      Sound BH-ASO's County Authorities Executive Committee authorizing North Sound BH-ASO to  
40      execute this Contract.

1     **7.5 COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND OPERATIONAL POLICIES**

2     The parties shall comply with all relevant state or federal law, policy, directive, or government  
3     sponsored program requirements relating to the subject matter of this Agreement. The provisions of  
4     this Agreement shall be construed in a manner that reflects consistency and compliance with such  
5     laws, policies and directives. Without limiting the generality of the foregoing, the parties shall comply  
6     with applicable provisions of this Agreement and the Supplemental Provider Service Guide,  
7     incorporated herein:  
8

- 9           7.5.1 Title XIX and Title XXI of the SSA and Title 42 CFR;  
10          7.5.2 All applicable Office of the Insurance Commissioner (OIC) statutes and regulations;  
11          7.5.3 Americans with Disabilities Act (ADA) of 1990;  
12          7.5.4 Title VI of the Civil Rights Act of 1964;  
13          7.5.5 Age Discrimination Act of 1975;  
14          7.5.6 All local, State and Federal professional and facility licensing and certification  
15                requirements/standards that apply to services performed under the terms of this  
16                Contract;  
17          7.5.7 The Patient Protection and Affordable Care Act (PPACA or ACA);  
18          7.5.8 All applicable standards, orders, or requirements issued under Section 306 of the  
19                Clean Air Act (42 US 1857(h)), Section 508 of the Clean Water Act (33 US 1368),  
20                Executive Order 11738 and Environmental Protection Agency (EPA) regulations (40  
21                CFR Part 15), which prohibit the use of facilities included on the EPA List of  
22                Violating Facilities. Any violations shall be reported to HCA/DSHS, DHHS and the  
23                EPA.  
24          7.5.9 Any applicable mandatory standards and policies relating to energy efficiency,  
25                which are contained in the State Energy Conservation Plan, issued in compliance  
26                with the federal Energy Policy and Conservation Act;  
27          7.5.10 Those specified in RCW Title 18 for professional licensing;  
28          7.5.11 Reporting of abuse as required by RCW 26.44.030;  
29          7.5.12 Industrial insurance coverage as required by RCW Title 51;  
30          7.5.13 RCW 38.52, 70.02, 71.05, 71.24 and 71.34;  
31          7.5.14 WAC 388-865 and 388-877 388-877A and 388-877B;  
32          7.5.15 Provider must ensure it does not: a) operate any physician incentive plan as  
33                described in 42 CFR §422.208; and b) does not Contract with any subcontractor  
34                operating such a plan.  
35          7.5.16 HCA/MCO Quality Strategy;  
36          7.5.17 State of Washington behavioral health system mission statement, value statement  
37                and guiding principles for the system, hereto as Exhibit D;  
38          7.5.18 Office of Management and Budget (OMB) Circulars, Budget, Accounting and  
39                Reporting System (BARS) Manual and BARS Supplemental Behavioral Health  
40                Instructions;  
41          7.5.19 Any applicable federal and state laws that pertain to individual's rights. Provider  
42                shall ensure its staff takes those rights into account when furnishing services to  
43                individuals.

- 1 7.5.20 42 USC 1320a-7 and 1320a-7b (Section 1128 and 1128(b) of the SSA), which  
2 prohibits making payments directly or indirectly to physicians or other providers as  
3 an inducement to reduce or limit behavioral health services provided to  
4 individuals;  
5 7.5.21 Any P&P's developed by DSHS/HCA which governs the spend-down of individual's  
6 assets;  
7 7.5.22 Provider and any subcontractors must comply with 42-USC 1396u-2 and must not  
8 knowingly have a director, officer, partner, or person with a beneficial ownership  
9 of more than five (5%) of Provider, BHA or subcontractor's equity, or an employee,  
10 Provider, or consultant who is significant or material to the provision of services  
11 under this Contract, who has been, or is affiliated with someone who has been,  
12 debarred, suspended, or otherwise excluded by any federal agency.  
13 7.5.23 Federal and State non-discrimination laws and regulations;  
14 7.5.24 HIPAA (45 CFR parts 160-164);  
15 7.5.25 Confidentiality of Substance Use Disorder (SUD) 42 CFR Part 2;  
16 7.5.26 HCA-CIS Data Dictionary and its successors;  
17 7.5.27 Federal funds must not be used for any lobbying activities.  
18

19 If Provider is in violation of a federal law or regulation and Federal Financial Participation is  
20 recouped from North Sound BH-ASO, Provider shall reimburse the federal amount to North  
21 Sound BH-ASO within 20 days of such recoupment.  
22

23 Upon notification from HCA/MCO, North Sound BH-ASO shall notify Provider in writing of  
24 changes/modifications in HCA contract requirements.  
25

## 26 7.6 COMPLIANCE WITH NORTH SOUND BH-ASO OPERATIONAL GUIDE

27 Provider shall comply with all North Sound BH-ASO Supplemental Provider Service Guide and  
28 operational policies that pertain to the delivery of services under this Contract that are in  
29 effect when the Contract is signed or come into effect during the term of the Contract. North  
30 Sound BH-ASO shall notify Provider of any proposed change in federal or state requirements  
31 affecting this Contract immediately upon North Sound BH-ASO receiving knowledge of such  
32 change.  
33

## 34 7.7 CONFIDENTIALITY OF PERSONAL INFORMATION

35 Provider shall protect all Personal Information, records and data from unauthorized disclosure  
36 in accordance with 42 CFR §431.300 through §431.307, RCWs 70.02, 71.05, 71.34 and for  
37 individuals receiving SUD services, in accordance with 42 CFR Part 2 and WAC 388-877B.  
38 Provider shall have a process in place to ensure all components of its provider network and  
39 system understand and comply with confidentiality requirements for publicly funded  
40 behavioral health services. Pursuant to 42 CFR §431.301 and §431.302, personal information  
41 concerning applicants and recipients may be disclosed for purposes directly connected with  
42 the administration of this Contract and the State Medicaid Plan. Provider shall read and  
43 comply with all HIPAA policies.  
44



1     **7.8     CONTRACT PERFORMANCE/ENFORCEMENT**

2     North Sound BH-ASO shall be vested with the rights of a third-party beneficiary, including the  
3     "cut through" right to enforce performance should Provider be unwilling or unable to enforce  
4     action on the part of its subcontractor(s). In the event Provider dissolves or otherwise  
5     discontinues operations, North Sound BH-ASO may, at its sole option, assume the right to  
6     enforce the terms and conditions of this Contract directly with subcontractors; provided North  
7     Sound BH-ASO keeps Provider reasonably informed concerning such enforcement. Provider  
8     shall include this clause in its contracts with its subcontractors. In the event of the dissolution  
9     of Provider, North Sound BH-ASO's rights in indemnification shall survive.

11    **7.9     COOPERATION**

12    The parties to this Contract shall cooperate in good faith to effectuate the terms and  
13    conditions of this Contract.

15    **7.10    DEBARMENT CERTIFICATION**

16    Provider, by signature to this Contract, certifies Provider and any Owners are not presently  
17    debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by  
18    any Federal department or agency from participating in transactions (Debarred) and is not  
19    listed in the Excluded Parties List System in the System for Award Management (SAM)  
20    website. Provider shall immediately notify North Sound BH-ASO if, during the term of this  
21    Contract, Provider becomes debarred.

23    **7.11    EXCLUDED PARTIES**

24    Provider is prohibited from paying with funds received under this Contract for goods and  
25    services furnished, ordered, or prescribed by excluded individuals and entities SSA section  
26    1903(i)(2) of the Act; 42 CFR 455.104, 455.106 and 1001.1901(b).

28    Provider shall monitor for excluded individuals and entities by:

30       7.11.1    Screening Provider and subcontractor's employees and individuals and entities  
31                   with an ownership or control interest for excluded individuals and entities prior to  
32                   entering into a contractual or other relationship where the individual or entity  
33                   would benefit directly or indirectly from funds received under this Contract.

34       7.11.2    Screening monthly newly added Provider and subcontractor's employees and  
35                   individuals and entities with an ownership or control interest for excluded  
36                   individuals and entities that would benefit directly or indirectly from funds  
37                   received under this Contract.

38       7.11.3    Screening monthly Provider and subcontractor's employees and individuals and  
39                   entities with an ownership or control interest that would benefit from funds  
40                   received under this Contract for newly added excluded individuals and entities.

Report to North Sound BH-ASO;

- 7.11.4 Any excluded individuals and entities discovered in the screening within 10 business days;
- 7.11.5 Any payments made by Provider that directly or indirectly benefit excluded individuals and entities and the recovery of such payments;
- 7.11.6 Any actions taken by Provider to terminate relationships with Provider and subcontractor's employees and individuals with an ownership or control interest discovered in the screening;
- 7.11.7 Any Provider and subcontractor's employees and individuals with an ownership or control interest convicted of any criminal or civil offense described in SSA section 1128 within 10 business days of Provider becoming aware of the conviction;
- 7.11.8 Any subcontractor terminated for cause within 10 business days of the effective date of termination to include full details of the reason for termination;
- 7.11.9 Any Provider and subcontractor's individuals and entities with an ownership or control interest.

Provider must provide a list with details of ownership and control no later than 30 days from the date of ratification and shall keep the list up-to-date thereafter.

Provider will not make any payments for goods or services that directly or indirectly benefit any excluded individual or entity. Provider will immediately recover any payments for goods and services that benefit excluded individuals and entities it discovers.

Provider will immediately terminate any employment, contractual and control relationships with an excluded individual and entity it discovers.

Civil monetary penalties may be imposed against Provider if it employs or enters into a contract with an excluded individual or entity to provide goods or services to enrollees (SSA section 1128A(a)(6) and 42 CFR 1003.102(a)(2)).

An individual or entity is considered to have an ownership or control interest if they have direct or indirect ownership of five percent (5%) or more, or are a managing employee (i.e., a general manager, business manager, administrator, or director) who exercises operational or managerial control or who directly or indirectly conducts day-to-day operations (SSA section 1126(b), 42 CFR 455.104(a) and 1001.1001(a)(1)).

In addition, if North Sound BH-ASO/MCO/HCA notifies Provider that an individual or entity is excluded from participation by HCA, Provider shall terminate all beneficial, employment, contractual and control relationships with the excluded individual or entity immediately.

The list of excluded individuals will be found at: <http://exclusions.oig.hhs.gov/>.

SSA section 1128 will be found at: [http://www.ssa.gov/OP\\_Home/ssact/title11/1128.htm](http://www.ssa.gov/OP_Home/ssact/title11/1128.htm).

1    7.12    **DECLARATION THAT INDIVIDUALS UNDER THE MEDICAID AND OTHER BEHAVIORAL HEALTH**  
2            **PROGRAMS ARE NOT THIRD-PARTY BENEFICIARIES UNDER THIS CONTRACT**

3            Although North Sound BH-ASO, Provider and subcontractors mutually recognize that services  
4            under this Contract may be provided by Provider and subcontractors to individuals under the  
5            Medicaid program, RCW 71.05 and 71.34 and the Community Behavioral Health Services Act,  
6            RCW 71.24, it is not the intention of either North Sound BH-ASO or Provider, that such  
7            individuals, or any other persons, occupy the position of intended third-party beneficiaries of  
8            the obligations assumed by either party to this Contract. Such third parties shall have no right  
9            to enforce this Contract.

10  
11    7.13    **EXECUTION, AMENDMENT AND WAIVER**

12            This Contract shall be binding on all parties only upon signature by authorized representatives  
13            of each party. This Contract or any provision may be amended during the contract period, if  
14            circumstances warrant, by a written amendment executed by all parties. Only North Sound  
15            BH-ASO's Program Administrator or designee has authority to waive any provision of this  
16            Contract on behalf of North Sound BH-ASO.

17  
18    7.14    **HEADINGS AND CAPTIONS**

19            The headings and captions used in this Contract are for reference and convenience only and in  
20            no way define, limit, or decide the scope or intent of any provisions or sections of this  
21            Contract.

22  
23    7.15    **INDEMNIFICATION**

24            Provider shall be responsible for and shall indemnify and hold North Sound BH-ASO harmless  
25            (including all costs and attorney fees) from all claims for personal injury, property damage  
26            and/or disclosure of confidential information, including claims against North Sound BH-ASO  
27            for the negligent hiring, retention and/or supervision of Provider and/or from the imposition  
28            of governmental fines or penalties resulting from the acts or omissions of Provider and its  
29            subcontractors related to the performance of this contract. North Sound BH-ASO shall be  
30            responsible and shall indemnify and hold Provider harmless (including all costs and attorney  
31            fees) from all claims for personal injury, property damage and disclosure of confidential  
32            information and from the imposition of governmental fines or penalties resulting from the  
33            acts or omissions of North Sound BH-ASO. Except to the extent caused by the gross  
34            negligence and/or willful misconduct of North Sound BH-ASO, Provider shall indemnify and  
35            hold North Sound BH-ASO harmless from any claims made by non-participating BHAs related  
36            to the provision of services under this Contract. For the purposes of these indemnifications,  
37            the Parties specifically and expressly waive any immunity granted under the Washington  
38            Industrial Insurance Act, RCW Title 51. This waiver has been mutually negotiated and agreed  
39            to by the Parties. The provision of this section shall survive the expiration or termination of  
40            the Contract.

1    7.16    **INDEPENDENT CONTRACTOR FOR NORTH SOUND BH-ASO**

2    The parties intend that an independent contractor relationship be created by this contract.  
3    Provider acknowledges that Provider, its employees, or subcontractors are not officers,  
4    employees, or agents of North Sound BH-ASO. Provider shall not hold Provider, Provider's  
5    employees and subcontractors out as, nor claim status as, officers, employees, or agents of  
6    North Sound BH-ASO. Provider shall not claim for Provider, Provider's employees, or  
7    subcontractors any rights, privileges, or benefits which would accrue to an employee of North  
8    Sound BH-ASO. Provider shall indemnify and hold North Sound BH-ASO harmless from all  
9    obligations to pay or withhold Federal or State taxes or contributions on behalf of Provider,  
10   Provider's employees and subcontractors unless specified in this Contract.  
11

12   7.17    **INSURANCE**

13   North Sound BH-ASO certifies it is a member of Washington Governmental Risk Pool for all  
14   exposure to tort liability, general liability, property damage liability and vehicle liability, if  
15   applicable, as provided by RCW 43.19.  
16

17   By the date of execution of this Contract and post 15 days renewal of said contract, the  
18   Provider shall procure and maintain insurance for the duration of this Contract, Provider shall  
19   carry Commercial General Liability (CGL) Insurance to include coverage for bodily injury,  
20   property damage, and contractual liability, with the following minimum limits: Each  
21   Occurrence - \$1,000,000; General Aggregate - \$3,000,000; shall include liability arising out of  
22   premises, operations, independent contractors, personal injury, advertising injury, and liability  
23   assumed under an insured contract. The costs of such insurance shall be paid by the Provider  
24   or subcontractor. The Provider may furnish separate certificates of insurance and policy  
25   endorsements for each subcontractor as evidence of compliance with the insurance  
26   requirements of this Contract. The Provider is responsible for ensuring compliance with all of  
27   the insurance requirements stated herein. Failure by the Provider, its agents, employees,  
28   officers, subcontractors, providers, and/or provider subcontractors to comply with the  
29   insurance requirements stated herein shall constitute a material breach of this Contract. All  
30   non-risk pool policies shall name North Sound BH-ASO as a covered entity under said policy(s).  
31

32   7.18    **INTEGRATION**

33   This Contract, including Exhibits contains all the terms and conditions agreed upon by the  
34   parties. No other understandings, oral or otherwise, regarding the subject matter of this  
35   Contract shall be deemed to exist or to bind any of the parties hereto.  
36

37   7.19    **MAINTENANCE OF RECORDS**

38   Provider shall prepare, maintain and retain accurate records, including appropriate medical  
39   records and administrative and financial records, related to this Agreement and to Services  
40   provided hereunder in accordance with industry standards, applicable federal and state  
41   statutes and regulations, and state and federal sponsored health program requirements. Such  
42   records shall be maintained for the maximum period required by federal or state law. North  
43   Sound BH-ASO shall have continued access to Provider's records as necessary for North Sound  
44   BH-ASO to perform its obligations hereunder, to comply with federal and state laws and  
45   regulations, and to ensure compliance with applicable accreditation and HCA requirements.

1 Provider shall completely and accurately report encounter data to North Sound BH-ASO and  
2 shall certify the accuracy and completeness of all encounter data submitted. Provider shall  
3 ensure that it and all of its subcontractors that are required to report encounter data, have  
4 the capacity to submit all data necessary to enable the North Sound BH-ASO to meet the  
5 reporting requirements in the Encounter Data Transaction Guide published by HCA, or other  
6 requirements HCA may develop and impose on North Sound BH-ASO or Provider.  
7

8 Upon North Sound BH-ASO's request or under North Sound BH-ASO's state and federal  
9 sponsored health programs and associated contracts, Provider shall provide to North Sound  
10 BH-ASO direct access and/or copies of all information, encounter data, statistical data, and  
11 treatment records pertaining to Members who receive Services hereunder, or in conjunction  
12 with claims reviews, quality improvement programs, grievances and appeals and peer  
13 reviews.  
14

15 **7.20 NOTICE OF AMENDMENT**

16 Except when a longer period is requested by applicable law, North Sound BH-ASO may amend  
17 this Agreement upon 30 days prior written notice to Provider. If Provider does not deliver to  
18 North Sound BH-ASO a written notice of rejection of the amendment within that 30-day  
19 period, the amendment shall be deemed accepted by and shall be binding upon Provider.  
20

21 **7.21 NO WAIVER OF RIGHTS**

22 A failure by either party to exercise its rights under this Contract shall not preclude that party  
23 from subsequent exercise of such rights and shall not constitute a waiver of any other rights  
24 under this Contract unless stated to be such in writing signed by an authorized representative  
25 of the party and attached to the original Contract.  
26

27 Waiver of any breach of any provision of this Contract shall not be deemed to be a waiver of  
28 any subsequent breach and shall not be construed to be a modification of the terms and  
29 conditions of this Contract.  
30

31 **7.22 ONGOING SERVICES**

32 Provider and its subcontractors shall ensure in the event of labor disputes or job actions,  
33 including work slowdowns, such as "sick outs", or other activities within its service BHA  
34 network, uninterrupted services shall be available as required by the terms of this Contract.  
35

36 **7.23 OVERPAYMENTS**

37 In the event Provider fails to comply with any of the terms and conditions of this Contract and  
38 results in an overpayment, North Sound BH-ASO may recover the amount due HCA, MCO, or  
39 other federal or state agency subject to dispute resolution as set forth in the contract. In the  
40 case of overpayment, Provider shall cooperate in the recoupment process and return to North  
41 Sound BH-ASO the amount due upon demand.  
42

1    7.24    **OWNERSHIP OF MATERIALS**

2           The parties to this Contract hereby mutually agree that if any patentable or copyrightable  
3           material or article should result from the work described herein, all rights accruing from such  
4           material or article shall be the sole property of North Sound BH-ASO. The North Sound BH-  
5           ASO agrees to and does hereby grant to the Provider, irrevocable, nonexclusive, and royalty-  
6           free license to use, according to law, any material or article and use any method that may be  
7           developed as part of the work under this Contract.

8  
9           The foregoing products license shall not apply to existing training materials, consulting aids,  
10          checklists, and other materials and documents of the Provider which are modified for use in  
11          the performance of this Contract.

12  
13          The foregoing provisions of this section shall not apply to existing training materials,  
14          consulting aids, checklists, and other materials and documents of the Provider that are not  
15          modified for use in the performance of this Contract.

16  
17    7.25    **PERFORMANCE**

18          Provider shall furnish the necessary personnel, materials/behavioral health services and  
19          otherwise do all things for, or incidental to, the performance of the work set forth here and as  
20          attached. Unless specifically stated, Provider is responsible for performing or ensuring all  
21          fiscal and program responsibilities required in this contract. No subcontract will terminate the  
22          legal responsibility of Provider to perform the terms of this Contract.

23  
24    7.26    **RESOLUTION OF DISPUTES**

25          Each Party shall cooperate in good faith and deal fairly in its performance hereunder to  
26          accomplish the Parties' objectives and avoid disputes. The Parties will promptly meet and  
27          confer to resolve any problems that arise. If a dispute is not resolved, the Parties will  
28          participate in and equally share the expense of a mediation conducted by a neutral third-party  
29          professional prior to initiating litigation or arbitration. If the dispute is not resolved through  
30          mediation, the parties agree to litigate their dispute in Skagit County Superior Court. The  
31          prevailing party shall be awarded its reasonable attorneys' fees, and costs and expenses  
32          incurred. This Agreement shall be governed by laws of the State of Washington, both as to  
33          interpretation and performance.

34  
35    7.27    **SEVERABILITY AND CONFORMITY**

36          The provisions of this Contract are severable. If any provision of this Contract, including any  
37          provision of any document incorporated by reference is held invalid by any court, that  
38          invalidity shall not affect the other provisions of this Contract and the invalid provision shall  
39          be considered modified to conform to existing law.

40  
41    7.28    **SINGLE AUDIT ACT**

42          If Provider or its subcontractor is a subrecipient of Federal awards as defined by OMB Uniform  
43          Guidance Subpart F, Provider and its subcontractors shall maintain records that identify all  
44          Federal funds received and expended. Such funds shall be identified by the appropriate OMB

Catalog of Federal Domestic Assistance titles and numbers, award names, award numbers, and award years (if awards are for research and development), as well as, names of the Federal agencies. Provider and its subcontractors shall make Provider and its subcontractor's records available for review or audit by officials of the Federal awarding agency, the General Accounting Office and DSHS. Provider and its subcontractors shall incorporate OMB Uniform Guidance Subpart F audit requirements into all contracts between Provider and its subcontractors who are sub recipients. Provider and its subcontractors shall comply with any future amendments to OMB Uniform Guidance Subpart F and any successor or replacement Circular or regulation.

If Provider/subcontractors are a sub recipient and expends \$750,000 or more in Federal awards from any/all sources in any fiscal year, Provider and applicable subcontractors shall procure and pay for a single or program-specific audit for that fiscal year. Upon completion of each audit, Provider and applicable subcontractors shall submit to North Sound BH-ASO's Program Administrator the data collection form and reporting package specified in OMB Uniform Guidance Subpart F, reports required by the program-specific audit guide, if applicable and a copy of any management letters issued by the auditor.

For purposes of "sub recipient" status under the rules of OMB Uniform Guidance Subpart F, Medicaid payments to a sub recipient for providing patient care services to Medicaid eligible individuals are not considered Federal awards expended under this part of the rule unless a State requires the fund to be treated as Federal awards expended because reimbursement is on a cost-reimbursement basis.

## **7.29 SUBCONTRACTS**

Provider may subcontract services to be provided under this Contract subject to the following requirements.

- 7.29.1 The Provider shall not assign or subcontract any portion of this Contract or transfer or assign any claim arising pursuant to this Contract without the written consent of North Sound BH-ASO. Said consent must be sought in writing by the Provider not less than 15 days prior to the date of any proposed assignment.
- 7.29.2 Provider shall be responsible for the acts and omissions of any subcontractor.
- 7.29.3 Provider must ensure the subcontractor neither employs any person nor contracts with any person or BHA excluded from participation in federal health care programs under either 42 USC 1320a-7 (§§1128 or 1128A SSA) or debarred or suspended per this Contract's General Terms and Conditions.
- 7.29.4 Provider shall require subcontractors to comply with all applicable federal and state laws, regulations and operational policies as specified in this Contract.
- 7.29.5 Provider shall require subcontractors to comply with all applicable North Sound BH-ASO operational policies as applicable.
- 7.29.6 Subcontracts for the provision of behavioral health services must require subcontractors to provide individuals access to translated information and interpreter services.

- 1 7.29.7 Provider shall ensure a process is in place to demonstrate all third-party resources  
2 are identified and pursued.  
3 7.29.8 Provider shall oversee, be accountable for and monitor all functions and  
4 responsibilities delegated to a subcontractor for conformance with any applicable  
5 statement of work in this Contract on an ongoing basis including written reviews.  
6 7.29.9 Provider will monitor performance of the subcontractors on an annual basis and  
7 notify North Sound BH-ASO of any identified deficiencies or areas for improvement  
8 requiring corrective action by Provider.  
9 7.29.10 The Provider agrees to include the following language verbatim in every  
10 subcontract for services which relate to the subject matter of this Contract:  
11

12 "Subcontractor shall protect, defend, indemnify, and hold harmless North Sound BH-ASO its  
13 officers, employees and agents from any and all costs, claims, judgments, and/or awards of  
14 damages arising out of, or in any way resulting from the negligent act or omissions of  
15 subcontractor, its officers, employees, and/or agents in connection with or in support of this  
16 Contract. Subcontractor expressly agrees and understands that North Sound BH-ASO is a  
17 third-party beneficiary to this Contract and shall have the right to bring an action against  
18 subcontractor to enforce the provisions of this paragraph."  
19

20 Those written subcontracts shall:  
21

- 22 7.29.11 Require subcontractors to hold all necessary licenses, certifications/permits as  
23 required by law for the performance of the services to be performed under this  
24 Contract;  
25 7.29.12 Require subcontractors to notify Provider in the event of a change in status of any  
26 required license or certification;  
27 7.29.13 Include clear means to revoke delegation, impose corrective action, or take other  
28 remedial actions if the subcontractor fails to comply with the terms of the  
29 subcontract;  
30 7.29.14 Require the subcontractor to correct any areas of deficiencies in the  
31 subcontractor's performance that are identified by Provider, North Sound BH-  
32 ASO/HCA;  
33 7.29.15 Require best efforts to provide written or oral notification within 15 business days  
34 of termination of a Primary Care Provider (PCP) to individuals currently open for  
35 services who had received a service from the affected PCP in the previous 60 days.  
36 Notification must be verifiable in the individual's medical record at the  
37 subcontractor.  
38

39 **7.30 SURVIVABILITY**

40 The terms and conditions contained in this Contract by their sense and context are intended  
41 to survive the expiration of this Contract and shall so survive. Surviving terms include but are  
42 not limited to: Financial Terms and Conditions, Single Audit Act, Contract Performance and  
43 Enforcement, Confidentiality of Individual Information, Resolution of Disputes,  
44 Indemnification, Oversight Authority, Maintenance of Records, Ownership of Materials and  
45 Contract Administration Warranties and Survivability.  
46



1    7.31    **TREATMENT OF INDIVIDUAL'S PROPERTY**

2           Unless otherwise provided in this Contract, Provider shall ensure any adult individual receiving  
3           services from Provider under this Contract has unrestricted access to the individual's personal  
4           property. Provider shall not interfere with any adult individual's ownership, possession, or  
5           use of the individual's property unless clinically indicated. Provider shall provide individuals  
6           under age 18 with reasonable access to their personal property that is appropriate to the  
7           individual's age, development and needs. Upon termination of this Contract, Provider shall  
8           immediately release to the individual and/or guardian or custodian all the individual's  
9           personal property.  
10

11    7.32    **WARRANTIES**

12           The parties' obligations are warranted and represented by each to be individually binding for  
13           the benefit of the other party. Provider warrants and represents it is able to perform its  
14           obligations set forth in this Contract and such obligations are binding upon Provider and other  
15           subcontractors for the benefit of North Sound BH-ASO.  
16

17    7.33    **CONTRACT CERTIFICATION**

18           By signing this Contract, the Provider certifies that in addition to agreeing to the terms and  
19           conditions provided herein, the Provider certifies that it has read and understands the  
20           contracting requirements and agrees to comply with all of the contract terms and conditions  
21           detailed on this contract and exhibits incorporated herein by reference.  
22

23           The Program Administrator for North Sound BH-ASO, LLC is:  
24

25                 Joe Valentine, Executive Director  
26                 North Sound BH-ASO  
27                 301 Valley Mall Way, Suite 110  
28                 Mount Vernon, WA 98273-5462  
29

30           The Program Administrator for Whatcom County is:

31  
32                 Anne Deacon, Human Services Manager  
33                 Whatcom County Health Department  
34                 509 Girard Street  
35                 Bellingham, WA 98225  
36

37           Changes shall be provided to the other party in writing within 10 business days.  
38

1 IN WITNESS WHEREOF, the parties hereby agree to the terms and conditions of this Contract:  
2  
3

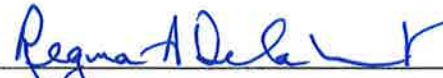
4 **NORTH SOUND BH-ASO**

**WHATCOM COUNTY**

5  
6  
7 

8  
9 Joe Valentine  
10 Executive Director

3/26/19  
Date



Regina Delahunt  
Director

3/27/19  
Date

DEPARTMENT APPROVAL



Anne Deacon, Human Services Manager

3/27/19

Date

WHATCOM COUNTY

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

STATE OF WASHINGTON     )  
  )  
COUNTY OF WHATCOM    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before  
me personally appeared Jack Louws, to me known to be the Executive of Whatcom  
County and who executed the above instrument and who acknowledged to me the act  
of signing and sealing thereof.

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

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

APPROVED AS TO FORM



Royce Buckingham, Deputy Prosecuting Attorney

4-1-19

Date

**Whatcom County  
Schedule of Services  
2019-2020**

**Identification of Contracted Services**

Provider shall provide behavioral health covered crisis services, as indicated in the Contracted Services Grid below, within the scope of Provider's business and practice, in accordance with the North Sound BH-ASO Base Provider Agreement, North Sound BH-ASO Behavioral Health Policies and Procedures, Supplemental Provider Service Guide, North Sound BH-ASO and HCA standards, the terms, conditions and eligibility outlined in the Contract and/or Exhibits, and the requirements of any applicable government sponsored program.

**Contracted Services Grid**

Contracted Timeframe	Service	Supplemental Provider Service Guide Reference
<b>Outpatient Services (Within Available Resources)</b>		<b>Section 20.1</b>
	Mental Health Outpatient and Medication Management	Section 20.1
	Substance Use Disorder Outpatient Benefit	Section 19.1
	Medication-Assisted Treatment	Section 20.1
	Program for Assertive Community Treatment (PACT)	Section 20.8
<b>Evaluation and Treatment</b>		<b>Section 20.4</b>
	Sixteen-Bed Evaluation and Treatment Facility Services	Section 20.4
<b>Crisis Services</b>		<b>Chapter 18</b>
	Crisis Prevention and Intervention Teams	Section 20.2.2
	Crisis Stabilization	Chapter 18; 20.2.4
	Involuntary Treatment Evaluation (ITA)	Chapter 18; 20.2.3
	Emergency Telephone Services (Toll Free Crisis Hotline)	Section 20.2.5
<b>Regional Ombuds Services</b>		<b>Chapter 13</b>
	Ombuds Services	\$18,000 mo. \$216,000 Annually

EXHIBIT A

<b>Withdrawal Management Services (Within Available Resources)</b>		<b>Chapter 5</b>
	Sub-Acute Withdrawal Management	Section 20.1
	Acute Withdrawal Management	Section 20.1
	Secure Detoxification	Chapter 18
<b>Substance Use Disorder Residential (Within Available Resources)</b>		<b>Section 20.10</b>
	Youth - Intensive Inpatient	Section 20.10.2
	Youth – Recovery House	Section 20.10.6
	Adult - Intensive Inpatient	Section 20.10.1
	Adult - Long-Term Care	Section 20.10.3
	Adult - Recovery House	Section 20.10.5
	Pregnant and Parenting Women Residential Treatment	Section 2.1
	Pregnant and Parenting Women Housing Support	Section 2.1; 20.12.4
<b>Mental Health Services in a Residential Setting (Within Available Resources)</b>		<b>Section 20.7</b>
<b>Crisis Triage (Within Available Resources)</b>		<b>Chapter 18</b>
<b>Legislative Proviso Services (Within Available Resources)</b>		<b>Chapter 19</b>
July 1, 2019 – December 31, 2019	Jail Transition Services	Section 19.3
	E&T Discharge Planners	Section 17.2
	Program for Assertive Community Treatment (PACT)	Section 20.8
July 1, 2019 – December 31, 2019	Designated Marijuana Account (DMA)	Section 19.2
	Juvenile Drug Court	Section 19.4
	Assisted Outpatient Treatment	Section 19.1
<b>PATH Grants</b>		<b>Chapter 15.1</b>
	PATH Grant	Section 15.1
	PathFinder	Section 15.1
<b>Federal Block Grant</b>		<b>Chapter 15</b>
	Peer Bridgers	Section 19.5
July 1, 2019 – December 31, 2019	Opiate Outreach	Section 20.9

EXHIBIT B

Service and Payment Type	Service Detail	Payment Range
<b><i>Outpatient Services Mental Health and Substance Use Disorder (within available resources)</i></b>		
FFS Per hour	Prescriber – Psychiatrist/MDs	\$497.00 to \$536.76
FFS Per hour	Prescriber – Nurse Practitioner/Physician Asst.	\$315.00 to \$340.20
FFS Per hour	Registered Nurse/LPN	\$198.00 to \$213.84
FFS Per hour	PhD and Masters-Level Providers	\$165.00 to \$277.56
FFS Per hour	Bachelor's, AA Level Clinician	\$123.00 to \$172.80
FFS Per hour	Peer Counselor	\$97.00 to \$136.08
FFS Per hour	Medical Assistant – Certified	\$97.00 to \$136.08
FFS Per hour	Request for Service	\$65.00 to \$70.20
FFS Group Rate per Person per Hour MH	Prescriber – Psychiatrist/MDs	\$124.25 to \$134.19
FFS Group Rate per Person per Hour MH	Prescriber – Nurse Practitioner/Physician Asst.	\$78.75 to \$85.05
FFS Group Rate per Person per Hour MH	Registered Nurse/LPN	\$49.50 to \$69.39
FFS Group Rate per Person per Hour MH	PhD and Masters-Level Providers	\$41.25 to \$57.78
FFS Group Rate per Person per Hour MH	Bachelor's, AA Level Clinician	\$30.75 to \$43.20
FFS Group Rate per Person per Hour MH	Peer Counselor	\$24.25 to \$34.02
Adult Group Rate per Person per Hour SUD	Chemical Dependency Professional	\$41.25 to \$57.78
Adult Group Rate per Person per Hour SUD	Chemical Dependency Professional Trainee	\$33.25 to \$46.71
Child Group Rate per Person per Hour SUD	Chemical Dependency Professional	\$57.26 to \$80.20
Child Group Rate per Person per Hour SUD	Chemical Dependency Professional Trainee	\$46.36 to \$65.12
<b><i>Intensive Outpatient Services Mental Health (within available resources)</i></b>		
FFS Per hour	Prescriber – Psychiatrist/MDs	\$497.00 to \$536.76
FFS Per hour	Prescriber – Nurse Practitioner/Physician Asst.	\$315.00 to \$340.20
FFS Per hour	Registered Nurse/LPN	\$227.70 to \$319.14
FFS Per hour	PhD and Masters-Level Providers	\$189.75 to \$265.79
FFS Per hour	Bachelor's, AA Level Clinician	\$141.45 to \$198.72
FFS Per hour	Peer Counselor	\$111.55 to \$156.49

**EXHIBIT B**

<b>Medicaid Assisted Treatment</b>		
Per Dose Inclusive Bundled Case Rate	Opiate Treatment Program (Opiate Substitution Treatment)	\$18.02 per dose
<b>Program for Assertive Community Treatment (PACT) Non-Medicaid only</b>		
Expense Reimbursement Monthly	Program for Assertive Community Treatment (PACT) Snohomish & Skagit	\$2,918 per slot
Expense Reimbursement Monthly	Program for Assertive Community Treatment (PACT) Whatcom	{STBD}
<b>Telepsychiatry</b>		
Per Scheduled hour delivered	Tele Prescriber Services contracted and paid by ASO. Provider contracted telehealth services not in this category are paid on the outpatient prescriber rates.	\$125.00 to \$270.00
FFS Per hour	Provider room and assistance fee for Tele prescriber services	\$65.00 to \$91.26
<b>Jail Transitions Services</b>		
Cost Reimbursement Monthly	Jail Transitions Services	Monthly Budget Range \$0 to \$19,238.18
<b>Evaluation and Treatment</b>		
Per Bed Day	Evaluation and Treatment Services 16 bed Facility-Mukilteo	\$1,060
Per Bed Day	Evaluation and Treatment Services 16 bed Facility-Sedro Woolley	{STBD}
Daily Rate	Out of Region E&T Services	\$780.00 to \$1,100.00
Discharge Planners	Evaluation & Treatment Facilities (Mukilteo & Sedro Woolley)	\$7,228 per month per facility
<b>Crisis Services</b>		
Capacity - Monthly	Crisis Prevention and Intervention Teams (CPIT)	\$0 to \$21,128
Capacity - Monthly	Stabilization & ITA Services	\$34,100 to \$195,726
Expense Reimbursement	ITA – Snohomish County	Monthly Budget \$0 to \$281,934.00
Capacity – Monthly	Emergency Telephone Services	\$97,584.00 to \$119,270
Capacity – Monthly	Emergency Chat Line Services	\$0 to \$24,758.00

**EXHIBIT B**

<b><i>Withdrawal Management Services (within available resources)</i></b>		
Daily Rate	Acute Withdrawal Management – 16 Beds	{ \$TBD }
Daily Rate	Acute Withdrawal Management	{ \$310.00 to \$385.00 }
Daily Rate	Sub-Acute Withdrawal Management	{ \$TBD }
Daily Rate	Secure Detoxification	{ \$525.00 to \$630.00 }
Daily Rate	Sub-Acute Withdrawal Management – 8 Beds	{ \$TBD }
<b><i>Substance Use Disorder Residential (within available resources)</i></b>		
Daily Rate	Adult Intensive Residential	\$138.00 to \$332.20
Daily Rate	Adult Long Term Residential	\$69.60 to \$187.00
Daily Rate	Adult Recovery House Residential	\$53.50 to \$151.80
Daily Rate	PPW Intensive – 14 Beds Residential	{ \$TBD }
Daily Rate	PPW Intensive – 9 Beds Residential	{ \$TBD }
Daily Rate	Therapeutic Intervention for Children at 9 and 14 Bed facility	{ \$TBD }
Daily Rate	PPW Intensive Residential without Child	\$147.64 to \$235.62
Daily Rate	PPW Intensive Residential with Child	\$182.52 to \$264.33
Daily Rate	Therapeutic Intervention for Children	\$58.05 to \$78.83
Daily Rate	Youth Intensive Residential	\$175.50 to \$418.00
Daily Rate	Youth Long Term Residential	\$160.00 to \$263.00
Daily Rate	Youth Recovery House Residential	\$160.00 to \$263.00
<b><i>Mental Health Residential (within available resources)</i></b>		
Bed Day	Assisted Living Home Residential Treatment 67 Beds	{ \$TBD }
Bed Day	Adult Residential Treatment Facility - 16 Bed	\$346.00
Daily Rate	Residential Treatment Services (alternative payment method)	{ \$73.60 to \$350.00 }
<b><i>Triage (within available resources)</i></b>		
FFS	Stabilization Triage – Snohomish 16 Beds	{ \$TBD }
FFS	Stabilization Triage – 8 Beds of a 16-bed unit	{ \$TBD }
<b><i>Regional Ombuds Services</i></b>		\$18,000 mo. \$216,000 annually



**EXHIBIT B**

<i>Projects for Assistance in Transition from Homelessness (PATH)</i>		
Cost Reimbursement	PATH Outreach Services-Snohomish	Budget {\$0 to \$360,335}
Cost Reimbursement	PATH Outreach Services-Whatcom	Budget {\$0 to \$124,466}
<b>PATHFINDER</b>		
Pay for Performance	PATH Peer -Snohomish	{\$0 to \$115,844}
Pay for Performance	PATH Peer- Whatcom	{\$0 to \$115,844}
Designated Marijuana Account (DMA)		
Cost Reimbursement	DMA Services	\$48,411per month
Assisted Outpatient Treatment		
Cost Reimbursement	Assisted Outpatient Services	{\$TBD}
Juvenile Drug Court		
Cost Reimbursement	Drug Court BH Services	\$11,651 per month



# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2019-221

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<b>File ID:</b>	AB2019-221	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	04/04/2019	<b>Entered by:</b>	JThomson@co.whatcom.wa.us		
<b>Department:</b>	Health Department	<b>File Type:</b>	Interlocal		

**First Assigned to:** Council Finance and Administrative Services Committee

<b>Agenda Date:</b>	04/23/2019	<b>Next Mtg. Date:</b>		<b>Hearing Date:</b>	
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Primary Contact Email: [BJJohnso@co.whatcom.wa.us](mailto:BJJohnso@co.whatcom.wa.us) <mailto:BJJohnso@co.whatcom.wa.us>

### TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into an Interlocal Agreement between Whatcom County and Skagit County for Skagit County's administration of the Housing Community Development Block Grant, in the amount of \$2,000

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See Attachments

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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:** Memo to County Executive, Skagit County CDBG Interlocal Agreement

**Final Action:**  
**Enactment Date:**  
**Enactment #:**



**MEMORANDUM**

**TO:** Jack Louws, County Executive  
**FROM:** <sup>ADD</sup> Regina A. Delahunt, Director  
**RE:** Skagit County – Community Development Block Grant Interlocal Agreement  
**DATE:** March 29, 2019

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Enclosed is one (1) original of a contract between Whatcom County and Skagit County for your review and signature.

▪ **Background and Purpose**

Skagit County has been awarded a \$750,000 Community Development Block Grant (CDBG) from the Washington State Department of Commerce. The CDBG will assist eligible, low-income home buyers to fund the acquisition of affordable homes in Island, San Juan, Skagit, and Whatcom Counties. Skagit County will administer the Grant on behalf of each of the four counties, funding down payment assistance grants and loans for an estimated eight homes in each county. The purpose of this agreement is to acknowledge Skagit County as the administrator of the CDBG funds to Whatcom County recipients and to reimburse Skagit County for their administrative services.

▪ **Funding Amount and Source**

This contract is funded through Skagit County from the Washington State Department of Commerce CDBG. Skagit County will administer this regional grant on behalf of Whatcom County. Skagit County intends to provide Whatcom County residents with a total of approximately \$150,000 - \$ 200,000 in homeowner down-payment assistance through the CDBG award. Whatcom County's share of the costs for Skagit County to administer this grant is \$2,000. Council approval is required per RCW 39.34.030 for agreements between public agencies.

Please contact Barbara Johnson-Vinna at extension #6046 if you have any questions regarding this agreement.

Encl.



# WHATCOM COUNTY CONTRACT INFORMATION SHEET

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

Originating Department:	85 Health		
Division/Program: (i.e. Dept. Division and Program)	8550 Human Services / 855040 Housing Program		
Contract or Grant Administrator:	Barbara Johnson-Vinna		
Contractor's / Agency Name:	Skagit County		

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

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

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

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

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:

<input type="checkbox"/> Professional services agreement for certified/licensed professional.	<input type="checkbox"/> Contract for Commercial off the shelf items (COTS).
<input type="checkbox"/> Contract work is for less than \$100,000.	<input type="checkbox"/> Work related subcontract less than \$25,000.
<input type="checkbox"/> Contract work is for less than 120 days.	<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.
<input checked="" type="checkbox"/> Interlocal Agreement (between Governments).	

Contract Amount:(sum of original contract amount and any prior amendments): \$ 2,000 This Amendment Amount: \$ _____ Total Amended Amount: \$ _____	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, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
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Summary of Scope: The purpose of this agreement is to receive funding through Skagit County from the Washington State Department of Commerce Community Development Block Grant to assist eligible low-income home buyers in Whatcom County for down payment assistance grants and loans.

Term of Contract:    21 Months	Expiration Date:    12/31/2020
--------------------------------	--------------------------------

Contract Routing:	1. Prepared by: JT	Date: 3/20/19
	2. Attorney signoff: _____	Date: 4-2-19
	3. AS Finance reviewed: bbennett BB	Date: 04/01/19
	4. IT reviewed (if IT related): _____	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: _____

## INTERLOCAL COOPERATIVE AGREEMENT

### BETWEEN

Whatcom County  
AND  
Skagit County

THIS AGREEMENT is made and entered into by and between Whatcom County ("Whatcom County") and Skagit County, Washington ("Skagit County") pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

1. **PURPOSE:** Skagit County has been awarded a \$750,000 Community Development Block Grant (CDBG) from the Washington State Department of Commerce. As the administering party of this grant, Skagit County will provide downpayment assistance grants/loans to eligible low-income homebuyers.

Whatcom County desires to enter into an agreement with Skagit County, who on behalf of Whatcom County, will administer approximately \$150,000-\$200,000 of the above mentioned CDBG funds to assist eligible low-income homebuyers in Whatcom County. Funds may not be spent in the entitlement jurisdiction of Bellingham.

2. **RESPONSIBILITIES:** It is the responsibility of Skagit County to administer the CDBG award and ensure compliance with applicable federal rules. Whatcom County may assist Skagit County with program outreach and engagement, on an as-needed basis.

3. **TERM OF AGREEMENT:** The term of this Agreement shall be from November 1, 2018 through December 31, 2020.

4. **MANNER OF FINANCING:** Skagit County, through its Public Health Department, shall invoice Whatcom County for \$2,000 in administrative expenses upon receipt of a CDBG contract from the Washington State Department of Commerce.

5. **ADMINISTRATION:** The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.

5.1 Skagit County's representative shall be the Housing & Community Services Division Manager.

5.2 Whatcom County's representative shall be Housing Program Specialist, Barbara Johnson-Vinna.

6. **TREATMENT OF ASSETS AND PROPERTY:** No fixed assets or personal or real property will be jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.

7. **INDEMNIFICATION:** Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law, and further agrees to save, indemnify, defend, and hold the other party harmless from any such liability. It is further provided that no liability

shall attach to the County by reason of entering into this contract except as expressly provided herein.

8. **TERMINATION:** Any party hereto may terminate this Agreement upon thirty (30) days notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

9. **CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS:** The Agreement may be changed, modified, amended or waived only by written agreement executed by the parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

10. **SEVERABILITY:** In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

11. **ENTIRE AGREEMENT:** This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

DEPARTMENT APPROVAL



Anne Deacon, Human Services Manager

3/29/19  
Date



Regina Delahunt, Director

4/1/19  
Date

WHATCOM COUNTY

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

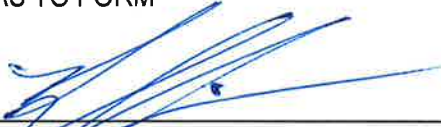
STATE OF WASHINGTON     )  
  )  
COUNTY OF WHATCOM     )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me personally appeared Jack Louws, to me known to be the Executive of Whatcom County and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

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

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

APPROVED AS TO FORM



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

DATED this 3 day of April, 2019.

**BOARD OF COUNTY COMMISSIONERS  
SKAGIT COUNTY, WASHINGTON**

\_\_\_\_\_  
Kenneth A. Dahlstedt, Chair

\_\_\_\_\_  
Lisa Janicki, Commissioner

Attest:

\_\_\_\_\_  
Ron Wesen, Commissioner

\_\_\_\_\_  
Clerk of the Board

For contracts under \$5,000:  
Authorization per Resolution R20030146

Recommended:

\_\_\_\_\_  
County Administrator

\_\_\_\_\_  
Department Head

Approved as to form:

\_\_\_\_\_  
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

\_\_\_\_\_  
Risk Manager

Approved as to budget:

\_\_\_\_\_  
Budget & Finance Director





# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2019-239

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<b>File ID:</b>	AB2019-239	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	04/12/2019	<b>Entered by:</b>	THelms@co.whatcom.wa.us		
<b>Department:</b>	County Executive's Office	<b>File Type:</b>	Resolution		

**First Assigned to:** Council Finance and Administrative Services Committee

<b>Agenda Date:</b>	04/23/2019	<b>Next Mtg. Date:</b>	<b>Hearing Date:</b>
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Primary Contact Email: Tawni Helms, 5208

### TITLE FOR AGENDA ITEM:

Resolution of the Whatcom County Council updating the Appendix of the 2015 Comprehensive Economic Development Strategy (CEDS)

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See Attached

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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:** Resolution - CEDS List Update, CEDS List Update 2019

**Final Action:**  
**Enactment Date:**  
**Enactment #:**

PROPOSED BY: Executive

INTRODUCTION DATE: April 23, 2019

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

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

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

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

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

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

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

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

**NOW, THEREFORE, BE IT RESOLVED** that the Whatcom County Council hereby accepts the updated appendix as submitted by the Whatcom Council of Governments.

**BE IT FURTHER RESOLVED** that the Whatcom County Council officially adopts the 2019 update to the 2015 Whatcom County Economic Development Strategy Appendix.

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

ATTEST:

WHATCOM COUNTY COUNCIL  
WHATCOM COUNTY, WASHINGTON

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

\_\_\_\_\_  
Rud Browne, Council Chair

APPROVED as to form:



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



Whatcom County  
Comprehensive Economic Development Strategy  
**2019 Project List**

Prepared by the Whatcom Council of Governments  
For County Council Review and Action  
Submitted April 11, 2019

### Whatcom County Comprehensive Economic Development Strategy – 2019 Project List (for County Council Review)

Project Name	Location	Description of Project	Project Type	Estimated Cost	Potential Funding Source(s)
<b>WHATCOM COUNTY</b>					
Courthouse Exterior	Whatcom County Courthouse	Repair failing roof and exterior	Public Works	6,000,000	EDI, REET I
State Street Remodel	1500 North State St.	Remodel for reorganization	Public Works	5,500,000	EDI/State St. Fund
Civic Center Remodel	322 N. Commercial	Remodel for reorganization	Public Works	7,700,000	Civic Center Fund
Girard Street Repair	509 Girard Street	Repair and upgrade building	Public Works	511,000	EDI
New Jail	Whatcom Co.	Construct new jail	Public Works	87,000,000	Bonds
New Sheriff's Office	Whatcom Co.	Construct new Sheriff's Office	Public Works	13,000,000	REET I
Existing Jail Remodel	Public Safety Building	New dayholding facility and Life and Safety Improvements	Public Works	7,000,000	General Fund
Mental Health Triage Center	Whatcom County		Public Works	7,000,000	EDI, Behavioral Health Sales Tax Fund, North Sound BHO, Federal, State and local grants
Whatcom County Emergency Operations Center Building	Whatcom County	Office space improvement	Public Works	150,000	REET I
South Fork Park Development	Whatcom County	Bridges and trail development	Public Works	1,050,000	REET II, Park Improvement Fund, State grant
Birch Bay Beach Park Development	Whatcom County	Construct new waterfront park/recreation and tourism	Public Works	4,750,000	REET II, EDI, Grants, Capital Funds
Plantation Range HVAC and Roof	Plantation Range	Replace HVAC and roof, make improvements to building	Public Works	900,000	REET I, State grant, EDI, REET II
Silver Lake Park Improvements	Silver Lake Park	Utility, road, day-use, campground, restroom improvements	Public Works	7,772,000	REET II
Emergency Management Radio System	Countywide	A complete system design for a new public safety radio system for law enforcement, fire and EMS	Telecommunications	6,500,000	EDI, REET I, State grants
Nesset Farm House Restoration	Nesset Farm	Restore historical home, restroom building	Public Works	690,000	Nesset Foundation
Lake Whatcom Trails	Lake Whatcom Park	Trail development	Public Works	4,000,000	State grant, donations, REET II
East Whatcom Regional Resource Center Expansion Project	Kendall	Expand facility to include food bank distribution center and additional multi-use space	Public Works	2,300,000	State grants, REET I

## Whatcom County Comprehensive Economic Development Strategy – 2019 Project List (for County Council Review)

Selder Road	Birch Bay	Drainage improvement	Public Works	110,000	BBWARM, REET II
Smith Road/Northwest Road Roundabout	Whatcom County	Install roundabout	Public Works	5,000,000	Road Fund
Canyon Lake Community Forest	Whatcom Co.	Access road repair	Public Works	135,000	REET II
Lake Whatcom Park	Whatcom County	Construct trailhead and amenities including parking, shelter and restrooms	Public Works	2,305,000	REET II, State grants
Birch Bay Drive Pedestrian Facility	Birch Bay Drive	This is a 1.58-mile separate berm to provide soft-shore erosion protection, habitat enhancement, and to encourage pedestrian use along Birch Bay Drive.	Public Works	10,694,000	Federal grant, RF, EDI, Flood, BBWARM, REET II
BBWARM Harborview Road	Harborview Road	Culvert replacement	Public Works	95,000	REET II
BBWARM Outfalls	Birch Bay	Drainage improvements	Public Works	300,000	BBWARM, REET II
Beaver Creek	Sudden Valley	This project will restore and repair eroded sections of Beaver Creek to reduce sediment from entering Lake Whatcom.	Public Works	565,000	REET II
Law Library & Elections Relocation	Whatcom Co. Courthouse	Renovate and reconfigure Law Library to accommodate Elections Room	Public Works	331,000	REET I
Sudden Valley	Lk. Whatcom	Stormwater improvements	Public Works	640,000	REET II
Relocate Morgue	Whatcom Co.	Relocate and replace Morgue building	Public Works	2,000,000	REET
NW Annex	Whatcom Co.	Building replacement	Public Works	8,388,000	EDI
Maple Falls Park & Trail Corridor	Whatcom County	Construct restrooms, parking and trail improvements	Public Works	900,000	REET II, State grants
Lighthouse Marine Park Launch	Whatcom Co.	Repair Boar Launch (2018 damages)	Public Works	50,000	REET II
Hovander Park Farm Animal Exhibit	Hovander Homestead Pk.	Reconstruct farm animal exhibit	Public Works	240,000	REET II, Donations
Hovander Park Roadway & Access Improvements	Hovander Homestead Pk.	Road and parking lot improvements	Public Works	2,430,000	REET II, State grants
Birch Bay-Lynden Road/Blaine Road Intersection	Whatcom County	Construct roundabout	Public Works	5,000,000	Road Fund, Federal Grant
Marine Drive Bike & Pedestrian Facilities	Whatcom County	Improve bicycle and pedestrian safety between Locust and Alderwood; improve recreational access	Public Works	3,000,000	Road Fund, Federal Grant, EDI
Slater Road/I-5 Interchange Improvements	Slater Road	Construct five roundabouts on Slater Road at its intersections with Northwest Road, Pacific Highway, northbound and southbound I-5 on-ramps and Rural Avenue to improve channelization and stop control	Public Works	30,000,000	Federal, State and local funds; Developer contributions

## Whatcom County Comprehensive Economic Development Strategy – 2019 Project List (for County Council Review)

CITY OF BELLINGHAM					
Railroad Safety Improvements	Bellingham	Includes safety improvements to at-grade rail crossings and elimination of other at-grade crossings throughout the City.	Public Works	5,000,000	EDI, Motor Vehicle Fuel Taxes, Vehicle Reg. Fees, Sales Tax, Other Federal, State and Local Funding Sources
City Center Parking Project	Bellingham	Planning and implementation of parking improvements to increase parking inventory to meet current and projected demand in support of a comprehensive district redevelopment project.	Planning and Public Works	8,100,000	EDI, general or revenue obligation bonds
City Center Redevelopment	Bellingham	Redevelop through partnerships or other methods, 600 West Holly Street, other city-owned properties or chronic vacant buildings into a mixed use development compatible with the sub-area plans in an effort to spur additional private sector development to increase housing and job opportunities.	Planning and Public Works	10,000,000	EDI, Targeted grants, CDBG, HOME, HUD 108 and other Federal, State, local and private funds
City Center and Urban Village Infrastructure	Bellingham	Construct critical infrastructure in Bellingham's Downtown, Old Town and Waterfront Districts and other urban villages, including streets, parks and utilities.	Parks & Public Works	20,000,000	EDI, Real Estate Excise Tax, Greenways Levy, Private Funds, Park Impact Fees, LIFT, Street and Other Federal, State and Local Funding Sources
Regional Wetland and Stormwater Facilities	Bellingham	Explore regional wetland alternatives such as "mitigation bank" programs and regional stormwater facilities when they can provide equal or better treatment to on-site facilities	Public Works	5,000,000	EDI, Private funds, and Federal, State and local funding sources
West Horton Road	Bellingham and Whatcom County	West Horton Road is an important east-west connection in the City's UGA.	Public Works	5,000,000 (Bellingham) 15,000,000 (Whatcom County)	EDI, Motor Vehicle Fuel Taxes, Vehicle Registration Fees, Sales Tax, Other Federal, State and Local Funding Sources

### Whatcom County Comprehensive Economic Development Strategy – 2019 Project List (for County Council Review)

Major Recreational Facility	Bellingham	Provide parking and visitor facilities for a major mountain biking destination.	Parks	2,000,000	EDI, Real Estate Excise Tax, Greenways Levy, Private Funds, Parking Impact Fees, Other Federal, State and Local Funding Sources
Waterfront District Specific Utilities	Bellingham	Provide infrastructure for district utilities for more efficient heating, irrigation, Encogen heat capture, and potential hydropower generation.	Public Works	6,000,000	EDI, Private funds, Other Federal, State and Local Funding Sources
Mount Baker Theater Improvements	Bellingham	Building preservation and capital improvements	Public Works	3,000,000	EDI, Private, Other Federal, State and Local Funding Sources
<b>CITY OF BLAINE</b>					
Improved Interstate Highway Access and Railroad Overpass – Interchange 274	Northwest Whatcom County and Pacific Highway Border Crossing	This project implements the FHWA/WSDOT-approved Interchange Justification Report improving I-5 access at Exit 274 by eliminating railroad crossing-generated traffic delays. Exit 274 serves as alternate access to truck border crossing, and as a critical access point to South Blaine, Semiahmoo and Birch Bay.	Public Works and Economic Development	24,000,000	STBG Regional Funds, TIGER Grant Funding, WSDOT, TIB, Developer Contributions
Boblett Street and SR 543 (Truck Route) Signalization Improvements	Blaine and Pacific Highway Border Crossing	This is the first intersection on northbound SR 543 and is the primary corridor for all cross-border freight traffic. The Boblett/SR 543 intersection has several challenges, including the signal itself, which is an antiquated span wire requiring frequent repair, and the close proximity of the Yew Avenue frontage road. This project improves channelization in the form of a right-in/right-out-only access to Yew Avenue, and construction of a roundabout at Boblett Court. Continuation of the 10-foot wide multipurpose sidewalk from the west side of SR 543 will be built for bicycle and pedestrian safety. Boblett St. serves the industrial zone to the east and the Blaine K-12 school complex.	Public Works and Economic Development	1,200,000	STBG Regional Funds, WSDOT, TIB



### Whatcom County Comprehensive Economic Development Strategy – 2019 Project List (for County Council Review)

SR 543 Widening On-ramp to H Street R3, Boblett to H Street	Blaine and Pacific Highway Border Crossing	Project adds an additional northbound truck lane to SR 543. This lane would add capacity to alleviate severe queue length which backs onto I-5 multiple times a month at the border. It would also provide capability for TDM solutions such as dynamic lane assignment at the Boblett intersection.	Public Works and Economic Development	1,500,000	STBG Regional Funds, WSDOT, TIB
Peace Portal West Alley	Blaine	Develop alley access to west side properties along Peace Portal Drive in downtown Blaine along an existing easement. Enhances development potential for properties that have limited access. Improves downtown economic potential and retains pedestrian-friendly retail opportunities by allowing delivery and parking access to lower level of properties.	Public Works and Economic Development	250,000	Local, CERB, Developer
Mitchell Avenue/H Street Signalization	Blaine	Traffic signal installation to improve safety and congestion at this location. Serves arterial connection between mid-point of H Street and Peace Portal Drive.	Public Works	750,000	STBG Regional Funds, TIB, Developer Contributions
Marine Drive Improvements, Phase 3	Blaine and Port of Bellingham	Marine Drive Phase 3 will improve the section east of Marine Park, which serves the Port's Industrial Commercial area and the Public Pier. This project restores a badly deteriorated seawall on the south and enhances the riprap on the north. It also includes the addition of a pedestrian boardwalk to link Marine Park to the public Fisherman's Pier.	Public Works and Economic Development	2,300,000	STBG Regional Funds, TIB
Harvey Road/Sweet Road Transmission Improvements (18" Line)	Blaine and Northwestern Whatcom County	Upgrade potable water line capacity outside city limits serving portions of NW Whatcom county within the Blaine Water Service Area. This line will also provide capacity/water quality to existing customers. The service area is completely exempt from the Hirst decision.	Public Works	2,500,000	DOE Centennial Funds, USDA-RD Grant/Loan, PWTF
New 630' Zone Reservoir (East Blaine) and Booster Pump Station, Phases 1 & 2	Blaine	New reservoir establishing new high pressure zone to increase storage capacity and provide adequate pressure to underserved areas and residential/commercial development of east Blaine.	Public Works	7,000,000	DOE Centennial Funds, USDA-RD Grant/Loan, PWTF

## Whatcom County Comprehensive Economic Development Strategy – 2019 Project List (for County Council Review)

Regional Stormwater Retention Facility for Gateway District	Blaine	The City of Blaine manufacturing area consists of a number of small (2-7 acre) sites that are fully served with City utilities. This project provides a regional stormwater facility and associated conveyance piping to mitigate the stormwater impacts on industrially-zoned proprieties to encourage manufacturing interests to locate in Blaine and create jobs.	Public Works and Economic Development	2,000,000	EDI Grant, PWTF, Developer Contributions
Peace Portal Boardwalk – Connection Between H and G Street Plazas	Blaine	Construction of a pedestrian boardwalk along the marine bluff of the downtown district in order to capitalize on the unique shoreline location and rich commercial fishing history.	Public Works and Economic Development	1,000,000	EDA/City of Blaine, CZM, Ground Fish Grant, Other Federal/State/Local
Pedestrian Bridge from the Wharf District to Downtown Business District (H Street Plaza)	Blaine and Port of Bellingham	Design and construct a pedestrian bridge crossing the BNSF rail lines (existing easement) to link the Peace Portal Boardwalk with the Wharf District. Connects marina, marine recreational and historical fishing area to the downtown business district, uniquely situated on an overlooking marine bluff. This is a priority project in the joint City/Port Wharf District Master Plan.	Public Works and Economic Development	1,500,000	EDA/City of Blaine, Port of Bellingham, CZM, Ground Fish Grant, Other Federal/State/Local
East Blaine Infrastructure Extension	Blaine	Extend sanitary sewer, electric and water infrastructure from North Harvey Road to the east end of the City limits. This project is critical to the development of the east end of the City.	Public Works and Economic Development	2,000,000	Local, Developer
Peace Portal Community Trail (Blaine to Birch Bay)	Blaine, Whatcom County, Blaine-Birch Bay Parks & Rec. District	This trail, which begins in Blaine and passes through Whatcom County to Birch Bay, is an important link for safe bicycle and pedestrian access between the two communities.	Public Works and Economic Development	400,000	TIB, RCO Grant, Blaine-Birch Bay Park and Recreation District, WSDOT Pedestrian and Bike Safety Funds

## Whatcom County Comprehensive Economic Development Strategy – 2019 Project List (for County Council Review)

Marine Park Shoreline Restoration	Blaine	Stabilizes and improves habitat functions for 650' of Marine Park shoreline, and rehabilitates/controls invasive species on 700' of shoreline. This project enhances the value of downtown Blaine and nearby properties by creating an accessible and user-friendly beach where rip-rap armoring now exists. The project enhances natural habitat and protects the shoreline from continuing erosion that would ultimately threaten City utilities and critical wastewater treatment facilities. This is a priority project in the joint City/Port Wharf District Master Plan.	Planning and Public Works	3,500,000	EDA/City of Blaine, Port of Bellingham, CZM, Ground Fish Grant, Other Federal/State/Local
<b>CITY OF EVERSON</b>					
Regional Stormwater Management Facility	Everson	Design and construct a regional stormwater management facility at the former Everson Golf Course property to serve the downtown commercial area.	Public Works	2,000,000	Local funds, Ecology grants and loans, EDI funds
Ramstead Regional Park	Everson	Design and construct a regional park facility at the former Everson Golf Course property.	Public Works and Planning	500,000	City parks fund, RCO grant, private donations
Everson Road Sewer Line	Everson	Upgrade existing 8" line for future growth on the southwest portion of the City and UGA.	Public Works	165,000	Local funds
Business Incubator	Everson	Conduct feasibility study and potentially purchase property, if deemed feasible by study, for a business incubator. Consider incorporating other local studies and projects such as an agricultural center.	Planning	15,000	EDA/Port of Bellingham; LMF; CERB
East Main Street Water Main Upgrade	Everson	Increase water main from 6 to 10 inches from Kirsch Dr. east to City limits, providing better pressure for fire protection and emergency uses with the City of Nooksack.	Public Works	1,200,000	LMF
East/West Connector	Everson	Future all-weather arterial connecting Mission Road and Everson-Goshen Road (SR 544), used as primary arterial to future UGA and light industrial area of South Everson.	Public Works and Business Development/ Finance	2,400,000	CDBG; GMA Planning Grant; CERB; EDA
<b>CITY OF FERNDALE</b>					
Downtown Infrastructure Improvements	Ferndale	Upgrade underground utilities to meet anticipated future demand. Wayfinding signage for public parking and amenities.	Public Works, Economic Development	2,500,000	Local funds, REET, EDI

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### Whatcom County Comprehensive Economic Development Strategy – 2019 Project List (for County Council Review)

Main Street (Downtown) Improvements	Ferndale	Re-image Main Street with focus on the Main Street area through Downtown; incentive program, visual appearance upgrades, regional stormwater approach, etc.	Public Works, Economic Development	5,000,000	Local funds, REET, EDI, Private funds
Portal Way Corridor Improvements	Ferndale	Improve corridor, create consistent road profile and frontage on Portal Way. Three sections (I-5 to Newkirk, Newkirk to Kass, Kass to Trigg)	Public Works, Economic Development, Planning	15,000,000 (5,000,000 x 3)	TBD, TIB, Local funds, REET, Private funds
Downtown Post/Street Clock Project	Ferndale	Install a post/street clock within the Downtown Core Area or along the Centennial Riverwalk Park. Clock to serve as downtown entrance beautification piece.	Economic Development, Planning	50,000	Public and Private Partnerships, Local Funds, TBD, Economic Development Planning
Utility Extension to Malloy/Grandview	Ferndale	The nature of current and future development in this area is a combination of retail but more importantly light industrial – a sector of the economy that is growing fast at the same time that the inventory of available land has now reached critical levels. Ferndale is one of the only jurisdictions with theoretical inventory within its UGA in close proximity to highway and rail transportation, but development cannot be initiated without these extensions. Opens up area for development, protects sensitive watersheds from existing development built to rural standards – [Grandview area], provides fire flow, etc.	Public Works	8,000,000	PWTF, Local, EDA, DWSRF
Ferndale City Hall, Municipal Court and Council Chambers	Ferndale	Construct new, or expand existing facilities to accommodate future growth	Public Works	5,000,000	Local Funds, REET, EDI
Wastewater Treatment Plant Upgrades	Ferndale	City's wastewater treatment plant currently runs at close to 80% capacity during low demand periods and at capacity during high flow demand periods (Fall/Winter). Future plant expansion is required or a development moratorium will have to be considered in 2017-18 until expansion is scheduled and funded.	Public Works	26,000,000	Water Quality Grants, EDA, CERB, PWTF, DWSRF

## Whatcom County Comprehensive Economic Development Strategy – 2019 Project List (for County Council Review)

Gateway Area Stormwater Conveyance Improvements (LaBounty Road and Main Street)	Ferndale	As a result of the City's Main Street Master Plan Planned Action EIS, action was identified that a regional drainage study was needed and was subsequently completed in 2014. As a result of that study several drainage areas in the 443 acre basin were determined to have insufficient stormwater runoff capacity. Several culverts need to be upsized in and around Main street and several ditch sections need to be reconstructed and expanded to meet the future runoff demands in the basin.	Public Works	1,750,000 (\$1,000,000 of work is complete; sections south of Main Street need to be completed)	DOE Water Quality Grants, Special Assessment, EDA, CERB, PWTF, Local Match
Right-of-Way Beautification and Landscaping Along Major Corridors	Ferndale	Main Street, Portal Way and Slater Road: The creation of attractive, unified landscaping along major corridors provides a sense of place and welcome for new development. Project would include staff and consultant time to develop a coordinated landscaping proposal, funding for materials and plants, and planting.	Public Works	300,000	TIB, TBD, Local, Federal/State
Wayfinding Sign System	Ferndale	Establish a coordinated system of wayfinding signs for the purpose of guiding visitors, residents and businesses to their destinations (and other points of interest) within the City and the surrounding area. Coordinated wayfinding systems enable jurisdictions to improve traffic circulation, create a sense of place, improve the characterization of sub-areas and districts within a community, and reduce sign blight. As proposed, the City would establish a series of signs throughout the City that will provide directions to points of interest within the City. As part of this program a variety of existing signs would be removed and consolidated into the proposed wayfinding program. The City expects to coordinate with the Lummi Nation, Whatcom County, private businesses and the general public to identify important destinations within the Ferndale area and to development variations from the central theme of the wayfinding program.	Planning	75,000	Public and Private Partnerships, Local Funds, TBD, Economic Development Planning Grants, CDBG

## Whatcom County Comprehensive Economic Development Strategy – 2019 Project List (for County Council Review)

Thornton Overpass	Ferndale	Construction of an overpass over BNSF Railway tracks with connection to downtown and freeway interchange. This will significantly reduce Peak Hour Demand traffic on Main Street and improve development potential extensively in the surrounding area. It also greatly benefits I-5 access for residents and businesses in the subregion.	Public Works	20,000,000	Local Funds, TIB, State/Federal, TBD, EDI, TIFs
Main Street/LaBounty Road Roundabout	Ferndale	Construct multi-lane roundabout to accommodate anticipated large retail development along and adjacent to Main Street.	Public Works	2,000,000	REET, EDI, State Grant, Federal Grant
Main Street/Axton Road Roundabout	Ferndale	Construct multi-lane roundabout to accommodate anticipated large retail development along Main Street/Axton Road.	Public Works	2,000,000	REET, EDI, State Grant Federal Grant
Interstate 5 Exit 262 Roundabouts	Ferndale	Construct on/off ramp roundabouts along I-5 at exit 262 where they intersect Main Street.	Public Works	4,000,000	State and Federal Grants; WSDOT Funding
<b>LAKE WHATCOM WATER &amp; SEWER DISTRICT</b>					
Country Club Sewer Line	Sudden Valley	Replace existing sanitary sewer lift station with a horizontal directional-drilled gravity sewer main	Public Works	560,000	Sewer Reinvestment Fund
Geneva Lift Station Renovation	Geneva	Renovate existing sanitary sewer lift station	Public Works	660,000	Sewer Reinvestment Fund
Euclid Lift Station Renovation	Geneva	Renovate existing sanitary sewer lift station	Public Works	300,000	Sewer Reinvestment Fund
Facility Improvements	District Office	Parking, stormwater, entry and landscaping improvements	Public Works	60,000	Water/Sewer Reinvestment Funds
<b>CITY OF LYNDEN</b>					
Central Guide Meridian Sewer Service	West Lynden Commercial Area	Extension of sewer infrastructure to area fronting SR 539 and bounded by Front Street on the south and Meadow Lane to the north. Sewer would be extended north from West Front and cross Guide Meridian Road (SR 539) to provide service on the west side. This work should be coordinated with the WSDOT Connecting Washington-funded widening of SR 539 north of Front Street.	Public Works, Economic Development	950,000	EDI; City Sewer Utility Funds; Other Federal, State and local funds

### Whatcom County Comprehensive Economic Development Strategy – 2019 Project List (for County Council Review)

4 <sup>th</sup> Street Extension	Downtown Historic Business District	Street improvements to extend 4th Street to the south from Front Street to provide vehicle and pedestrian access between Lynden's Historic Downtown District and 25 acres of currently undeveloped commercial and residential zoned properties. This project would improve pedestrian access and use of this corridor for community events.	Public Works	1,600,000	EDI; Transportation Impact Fees; TBD; CERB; Federal, State and other local funds
West Main Street Improvements (Phase 2)	West Lynden	Reconstruct existing 20-foot roadway to an industrial street standard including curbs, gutters and sidewalks as well as utilities (water and storm drainage). Also, culvert and bridge replacement for an existing, uninhabited drainage ditch.	Public Works	2,300,000	EDI; Transportation Impact Fees; Federal, State and other local funds
West Front Street All-Weather Gap Elimination	West Lynden	Reconstruct West Front Street between Tromp Road and Duffner Drive. This project will construct West Front as an all-weather industrial-standard street complete with curbs, gutters and sidewalks. Minor utility upgrades including water, sanitary sewer and stormwater conveyance are included to allow for the continued growth of Lynden's industrial area. This improved road will provide industrial properties with all-weather truck access to State Route 539, Birch Bay-Lynden Road and I-5 to the west.	Public Works	1,200,000	EDI, TIB, TBD, Other Federal, State and Local funds
Tromp Road Extension	West Lynden	New construction of a north-south connection between West Main Street to West Front and Birch Bay-Lynden Road. This project will include an industrial-standard street complete with curbs, gutters and sidewalks. All utilities, including water, sanitary sewer and stormwater conveyance have been constructed. This project will complete the connection between the northern portion of the City's industrial area to Birch Bay-Lynden Road, providing safe and efficient access to State Route 539 and I-5.	Public Works	1,200,000	EDI, TIB, TBD, and other Federal/State/Local funds

### Whatcom County Comprehensive Economic Development Strategy – 2019 Project List (for County Council Review)

South Guide Meridian Road Sewer Service	West Lynden Commercial Area	Extension of sewer infrastructure to area fronting SR 539 and bounded to the south by the City limits; to the east by Fishtrap Creek, and; to the west by an extension of Berthusen Road, south of Birch Bay-Lynden Road. The west basin (west of SR 539) encompasses approximately 153 acres, and the east basin another 93 acres. A Port of Bellingham study prepared in 2015 identified preferred solutions.	Public Works and Economic Development.	3,000,000	EDI; City Sewer Utility Funds; Other Federal, State and Local funds.
City Wayfinding Signage/Branding Project	Main Travel Corridors and Trailways	Coordinate with the Bellingham Whatcom County Tourism office to implement Lynden's portion of the regional wayfinding plan created by the MERJE consulting group and expand to the City center. Create City-wide wayfinding plan which corresponds to the MERJE plan. Sign fabrication and installation.	Planning	150,000	EDI, TBD, TAP, City General Fund
Downtown Parking – Old Water Treatment Plant (WTP) Site	Lynden's Downtown Historic Business District (HBD)	The Lynden Downtown HBD has seen an exciting rejuvenation in recent years, and parking is at a premium. With the 2015 completion of the new WTP and demolition of the old plant slated for 2019, this vacant site is available for redevelopment as an employee parking garage.	Public Works and Economic Development	1,250,000	EDI, TBD, TAP, City General Fund
Judson Service Alley Reconstruction and Widening	Lynden's Downtown HBD	Reconstruct and widen the alley running behind (south of) the businesses located on Front Street. This alley provides critical access for delivery/service and emergency vehicles to HBD businesses. This project would include undergrounding of overhead utilities which obstruct view and hinder access. Private utility revisions.	Public Works and Economic Development	1,600,000	EDI, TIB, TBD, Other Federal/State/Local funds
Pepin Creek	Lynden UGA	This project relocates year-round flow in north-south running, deep roadside ditches along Benson and Double Ditch Roads (0.5 miles apart) to a newly constructed channel halfway between the two roads and extending to Badger Road (SR 546). This allows re-construction of the roads to arterial standards, prevents flooding in neighborhoods and nearby agricultural areas, and improves ESA fish habitat.	Public Works	10,000,000	EDI; Transportation Impact Fees; TBD; Federal, State and other local funds



## Whatcom County Comprehensive Economic Development Strategy – 2019 Project List (for County Council Review)

<b>CITY OF NOOKSACK</b>					
Garfield Force Main Extension	Nooksack	Extend the force main from the Garfield sewer pump station to Pump Station No. 4 in Everson.	Public Works	1,000,000	City Sewer fund, PWTF
Stormwater Management Plan Development	Nooksack	Inventory and assessment of existing stormwater management facilities serving the City of Nooksack. Following analysis of existing system, system improvements necessary to accommodate anticipated commercial, industrial and residential development would be identified and prioritized.	Technical Assistance and Planning	30,000	City General Fund; CCWF
<b>PORT OF BELLINGHAM</b>					
Mooring Improvements to Bellingham Shipping Terminal	Bellingham Shipping Terminal	Design and construct new mooring dolphins and fendering system.	Public Works	12,000,000	Port; State; Federal
Marine Trades Area Travel Lift	Bellingham Waterfront District	Develop boat haul-out/travel lift on the north side of the Whatcom Waterway with a private partner. Feasibility/design and construction.	Public Works	2,000,000	Port; State; Federal; Whatcom County EDI
Bellingham Shipping Terminal, Log Pond Redevelopment Area	Bellingham Waterfront District	Power upgrades and improvement to buildings and cargo facilities at the Bellingham Shipping Terminal. Also, provide uplands infrastructure, including rail spur restoration, to serve new economic development activity.	Public Works	5,000,000	Port; State; Federal; Whatcom County EDI
Mt. Baker Products Peninsula Improvements	Bellingham Squalicum Waterfront	Provide infrastructure on 4.5 acre industrial site behind Mt Baker Products to support new marine trades activity.	Public Works	2,000,000	Port; State; Federal; Whatcom County EDI
Schultz Way Improvements	Bellingham Squalicum Waterfront	Reconstruct Port-owned Schultz Way road to city standards as a secondary arterial, serving existing port tenants and extending it to the Mt Baker Products peninsula to serve new tenants.	Public Works	2,500,000	Port; State; Federal; Whatcom County EDI
Marine Highway Port designation for the Bellingham Shipping Terminal and preparation of facilities to service resulting “short sea” routes	Bellingham Shipping Terminal	Achieve MARAD status as a terminal point on the Pacific M-5 Maritime Highway Route and make necessary repairs and reconfiguration to the BST “Railway Dock,” allowing it to handle barge calls and resulting inbound and outbound cargo flow.	Public Works	5,000,000	Federal funds; Port; State
Airport Industrial Park Infrastructure Improvements	Bellingham Airport Industrial Park	Infrastructure improvements to the 18 acres of immediately buildable property in the AIP to support business expansion and attraction.	Public Works	2,500,000	Port; State; Federal; Whatcom County EDI

### Whatcom County Comprehensive Economic Development Strategy – 2019 Project List (for County Council Review)

Visitor Moorage at GP Pier	Bellingham Waterfront District	Dock and moorage system in the Whatcom Waterway to serve visiting commercial and recreational boaters, improve water access and stimulate local spending.	Public Works	1,000,000	Port; State; Federal; Whatcom County EDI
Alcohol Plant Renovation	Bellingham Waterfront District	Renovate historic former GP ethyl alcohol plant for commercial uses.	Public Works	14,000,000	Port; State; Federal; Whatcom County EDI
Fishers Pavilion	Bellingham Squalicum Harbor	Construct covered area to store/repair fishing gear, provide a fresh seafood market and host marine trades and community events.	Public Works	1,100,000	Port; State; Federal; Whatcom County EDI
Blaine Wharf District Marine Industrial Area	Blaine Harbor	Infrastructure improvements to support facilitate for boat haul-out, storing/repairing fishing gear, fish processing upland boatyard/small boatyard expansion.	Public Works	5,000,000	Port; State; Federal; Whatcom County EDI
Rural Broadband Construction Project	Whatcom County	Planning, implementation and construction of rural broadband dark-fiber network	Public Works and Economic Development	3,000,000	State grants, Port, EDI
Rural County Broadband	Whatcom County	Feasibility study to define needs and goals	Feasibility	200,000	State grants, PUD, Port, EDA
<b>PUBLIC UTILITY DISTRICT NO. 1</b>					
Utilities Infrastructure	Various Areas, Rural Whatcom County	Construct utility infrastructure to support commercial and industrial development, and job creation	Public Works, Economic Development, Job Creation	10,000,000	PUD, Dept. of Commerce, EDI, Private
Water Supply Infrastructure Projects	Various Areas, Rural Whatcom County	Construct water system infrastructure projects to store, move and use new sources of water to supply water for agriculture, streamflow and municipal purposes	Public Works, Economic Development, Ecosystem Enhancement	20,000,000	PUD, Farmers, Tribes, Dept. of Ecology, EDI
Alternative and Renewable Energy, Water Conservation, Water Re-Use	Agriculture Operations, Dairy Farms	Working with dairies and other agricultural operations, develop waste-to-energy and waste-water reclamation projects for electric, gas and clean water production	Renewable Resources, Economic Development, Public Works, Ecosystem Rehab	5,000,000	PUD, Dept. of Ecology, Dept. of Commerce, Private, EDI

## Whatcom County Comprehensive Economic Development Strategy – 2019 Project List (for County Council Review)

Electric Utility Infrastructure	Western Whatcom County	Construct electric service infrastructure to support commercial and industrial development	Public Works, Economic Development	10,000,000	PUD, Dept. of Commerce, Private, EDI
Renewable Energy	Various Areas of Whatcom County	Construct solar, wind and small hydro-turbine projects	Public Works, Economic Development, Energy	10,000,000	PUD, Dept. of Commerce, Private, EDI
Telecommunications	Rural Whatcom County	Construct broadband infrastructure to support educational, healthcare and municipal services	Public Works, Public Safety, Economic Development	4,000,000	PUD, Port of Bellingham, Dept. of Commerce, Private, EDI
<b>CITY OF SUMAS</b>					
Howard Bowen Event Complex	Sumas	Demolish existing grandstand and replace it with a new 3,500-spectator grandstand and arena area. Project also includes restrooms, concessions, retractable stage, parking, relocation of two baseball diamonds and development of a new soccer field.	Public Works, Economic Development	2,975,000	State and Local funds, EDI
Regional Recreational Facility Enhancements	Sumas	Replace bleachers at Sumas Rodeo Grounds and associated fields. Upgrade existing facilities and lighting.	Public Works	700,000	State Grant; Washington Wildlife & Recreational Program
Cherry Street (SR 9)/Front Street Roundabout	Sumas	Construct roundabout at intersection to allow for improved truck flow through city industrial sector.	Public Works	1,500,000	Federal (STBGP); State (WSDOT and TIB); EDI
Truck Bypass	Sumas	New road alignment for trucks seeking to utilize the industrial areas of Sumas and the international border crossing.	Public Works	8,100,000	Motor Vehicle Fuel Taxes; Vehicle Registration Fees; Other Federal, State and Local Funding Sources
Sumas Avenue Reconstruction	Sumas	Reconstruct Sumas Avenue from Front Street to Garfield Street.	Public Works	2,300,000	STP; City Street Fund
Cherry Street (SR 9) Bridge Replacement	Sumas	Replace Cherry Street bridge to remove blockage to flow of floodwaters and increase capacity on the State highway.	Public Works	3,000,000	STP; BRAC; FEMA Hazard Mitigation Grant

## Whatcom County Comprehensive Economic Development Strategy – 2019 Project List (for County Council Review)

WHATCOM COUNCIL OF GOVERNMENTS					
Econometric Model	Whatcom County	This project includes acquisition and calibration of data and software intended to enable economic evaluation of various development and infrastructure improvement scenarios. This is a policy/decision-making tool designed to inform investment decisions toward best use of resources.	Planning	150,000	Federal, State and local funds
Whatcom Smart Trips	Whatcom County	Three years of core funding for countywide program to reduce travel demand through the use of walking, bicycling, carpooling and transit.	Economic Development	450,000	Federal, State and local funds
International Mobility and Trade Corridor Program (IMTC)	Whatcom County, State of Washington, British Columbia, Canada and U.S.	Three years of core funding for IMTC, a coalition of U.S. and Canadian government and business entities that identifies and promotes improvements to mobility and security for the four border crossings that connect Whatcom County and the Lower Mainland of British Columbia.	Planning	520,000	Federal, State and local funds (IMTC has received funding from the Province of British Columbia and the Canadian federal government to provide local matching funds for U.S. federal grants)



# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2019-219

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<b>File ID:</b>	AB2019-219	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	04/04/2019	<b>Entered by:</b>	SMock@co.whatcom.wa.us		
<b>Department:</b>	Public Works Department	<b>File Type:</b>	Contract		

**First Assigned to:** Council Finance and Administrative Services Committee

<b>Agenda Date:</b>	04/23/2019	<b>Next Mtg. Date:</b>	<b>Hearing Date:</b>
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Primary Contact Email: [sdraper@co.whatcom.wa.us](mailto:sdraper@co.whatcom.wa.us) <<mailto:sdraper@co.whatcom.wa.us>>

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

Request authorization for the County Executive to enter into a contract between Whatcom County and Pacific Surveying and Engineering, Inc. to provide on-call professional land surveying services for 2019-2020 in the amount not-to-exceed \$100,000

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

Whatcom County Public Works requires additional professional land surveying services due to the following: workload capacity, work outside our expertise and independent opinions

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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:** Memo-Local Agency Agreement, Local Agency Agreement

**Final Action:**  
**Enactment Date:**  
**Enactment #:**



**WHATCOM COUNTY  
PUBLIC WORKS DEPARTMENT**

**Jon Hutchings**  
Director



**Joseph P. Rutan, P. E.**  
County Engineer/Assistant Director  
322 N. Commercial Street, Ste 301  
Bellingham, WA 98225-4042  
Phone: (360) 778-6210  
Fax: (360) 778-6211

**MEMORANDUM**

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

**Through:** Jon Hutchings, Director *ALC for J.H.*

**From:** Joseph P. Rutan, P.E., County Engineer/Assistant Director *JPR*  
James P. Karcher, P.E., Engineering Manager *gpk*

**Date:** April 1, 2019

**Subject:** **Local Agency Standard Consultant Agreement  
2019-2020 Professional Land Surveying Services**

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Enclosed for your review and signature are two (2) originals of a Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement between Whatcom County and Pacific Surveying & Engineering Services, Inc.

**Requested Action**

Public Works respectfully requests that the County Council authorize the County Executive to enter into a Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement with Pacific Surveying & Engineering Services, Inc. to provide on-call professional land surveying services for 2019-2020 in the amount Not-to-Exceed \$100,000.

**Background and Purpose**

Whatcom County Public Works, at times, requires additional professional land surveying services due to the following: workload capacity; work outside our expertise; and independent opinions. This contract will provide for these professional land surveying services.

Four (4) surveying firms responded to a Request for Qualifications (RFQ #19-10). After interviews by a selection panel, Pacific Surveying and Engineering Services, Inc. was deemed the most qualified consultant for the work.

**Funding Amount and Source**

The not-to-exceed amount for this contract is \$100,000. This is a task order based contract that will likely be utilized by multiple Public Works Divisions (Design/Construction, Bridge and Hydraulics, Stormwater, River and Flood, etc.). As such, multiple funding sources will be utilized during work under this contract.

Please contact Jesse Allen at extension 6311, if you have any questions or concerns regarding the terms of this agreement.

# WHATCOM COUNTY CONTRACT INFORMATION SHEET

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

Originating Department:	Public Works
Division/Program: (i.e. Dept. Division and Program)	905900 / Construction
Contract or Grant Administrator:	James P. Karcher, PE, Engineering Manager
Contractor's / Agency Name:	Pacific Surveying & Engineering Services, Inc.

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

Does contract require Council Approval? Yes ☒ No ☐ If No, include WCC: \_\_\_\_\_  
 Already approved? Council Approved Date: \_\_\_\_\_ (Exclusions 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): 19-10 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:

<input checked="" type="checkbox"/> Professional services agreement for certified/licensed professional.	<input type="checkbox"/> Contract for Commercial off the shelf items (COTS).
<input type="checkbox"/> Contract work is for less than \$100,000.	<input type="checkbox"/> Work related subcontract less than \$25,000.
<input type="checkbox"/> Contract work is for less than 120 days.	<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.
<input type="checkbox"/> Interlocal Agreement (between Governments).	

Contract Amount:(sum of original contract amount and any prior amendments): \$ 100,000.00 This Amendment Amount: \$ N/A Total Amended Amount: \$ 100,000.00	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, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
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Summary of Scope: Whatcom County Public Works, at times, requires additional professional land surveying services due to the following: workload capacity, work outside our expertise and independent opinions. This contract will provide for these professional land surveying services.

Term of Contract:	Not to Exceed	Expiration Date:	December 31, 2020
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Contract Routing:

1. Prepared by:	M. Jones	Date:	03/29/19
2. Attorney signoff:	KNF	Date:	04/01/19
3. AS Finance reviewed:	bbennett	Date:	04/02/19
4. IT reviewed (if IT related):	N/A	Date:	N/A
5. Contractor signed:	PS&E-Adam Morrow	Date:	03/29/19
6. Submitted to Exec.:		Date:	
7. Council approved (if necessary):		Date:	
8. Executive signed:		Date:	
9. Original to Council:		Date:	



# Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement

Agreement Number:

Firm/Organization Legal Name (do not use dba's): Pacific Surveying & Engineering Services, Inc		
Address 909 Squalicum Way #111, Bellingham, WA 98225	Federal Aid Number N/A	
UBI Number 601 171 482	Federal TIN or SSN Number 911446992	
Execution Date	Completion Date 12/31/2020	
1099 Form Required <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Federal Participation <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Project Title On-Call Professional Land Surveying Services for 2019-2020		
Description of Work  The work will be associated with a number of County projects and involves generating specific task assignments, at an agreed amount, until the contract value is reached. See Exhibit A for Scope of Work.		
<input type="checkbox"/> Yes _____ <input type="checkbox"/> Yes _____ <input type="checkbox"/> Yes _____ <input type="checkbox"/> Yes _____	<input checked="" type="checkbox"/> No DBE Participation <input checked="" type="checkbox"/> No MBE Participation <input checked="" type="checkbox"/> No WBE Participation <input checked="" type="checkbox"/> No SBE Participation	Maximum Amount Payable: \$100,000.00

## Index of Exhibits

Exhibit A	Scope of Work
<del>Exhibit B</del>	<del>DBE Participation/SBE Plan</del>
Exhibit C	Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D	Prime Consultant Cost Computations
<del>Exhibit E</del>	<del>Sub-consultant Cost Computations</del>
Exhibit F	Title VI Assurances
Exhibit G	Certification Documents
<del>Exhibit H</del>	<del>Liability Insurance Increase</del>
Exhibit I	Alleged Consultant Design Error Procedures
Exhibit J	Consultant Claim Procedures
Exhibit K	Certificate of Insurance & Endorsements



THIS AGREEMENT, made and entered into as shown in the "Execution Date" box on page one (1) of this AGREEMENT, between Whatcom County, hereinafter called the "AGENCY," and the "Firm / Organization Name" referenced on page one (1) of this AGREEMENT, hereinafter called the "CONSULTANT."

WHEREAS, the AGENCY desires to accomplish the work referenced in "Description of Work" on page one (1) of this AGREEMENT and hereafter called the "SERVICES;" and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

## **I. General Description of Work**

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

## **II. General Scope of Work**

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

## **III. General Requirements**

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days' notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit "A."

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.



Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is, a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY's "DBE Program Participation Plan" and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absence of a mandatory UDBE, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall submit a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the wsdot.diversitycompliance.com program. Payment information shall identify any DBE Participation. Non-minority, woman owned DBEs does not count towards UDBE goal attainment.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C – Preparation and Delivery of Electronic Engineering and other Data."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring, as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

**If to AGENCY:**

Name:	Jesse Allen P.L.S.		
Agency:	Whatcom County Public Works		
Address:	322 N. Commercial St., Suite 301		
City:	Bellingham		
State:	WA	Zip:	98225
Email:	jjallen@co.whatcom.wa.us		
Phone:	360-778-6311		
Facsimile:	360-778-6211		

**If to CONSULTANT:**

Name:	Adam Morrow P.L.S.		
Agency:	Pacific Surveying & Engineering, Inc.		
Address:	909 Squaticum Way #111		
City:	Bellingham		
State:	WA	Zip:	98225
Email:	amorrow@psurvey.com		
Phone:	360-671-7387		
Facsimile:	360-671-4685		

#### **IV. Time for Beginning and Completion**

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall conform to the criteria agreed upon detailed in the AGREEMENT documents. These SERVICES must be completed by the date shown in the heading of this AGREEMENT titled "Completion Date."

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.



## V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 ([www.ecfr.gov](http://www.ecfr.gov)).

- A. Hourly Rates: Hourly rates are comprised of the following elements - Direct (Raw) Labor, Indirect Cost Rate, and Fixed Fee (Profit). The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits "D" and "E" attached hereto and by reference made part of this AGREEMENT. These negotiated hourly rates will be accepted based on a review of the CONSULTANT's direct labor rates and indirect cost rate computations and agreed upon fixed fee. The accepted negotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgment, to 180 days following the CONSULTANT's fiscal year end (FYE) date.

The direct (raw) labor rates and classifications, as shown on Exhibits "D" and "E" shall be subject to renegotiations for each subsequent twelve (12) month period (180 days following FYE date to 180 days following FYE date) upon written request of the CONSULTANT or the AGENCY. The written request must be made to the other party within ninety (90) days following the CONSULTANT's FYE date. If no such written request is made, the current direct (raw) labor rates and classifications as shown on Exhibits "D" and "E" will remain in effect for the twelve (12) month period.

Conversely, if a timely request is made in the manner set forth above, the parties will commence negotiations to determine the new direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period. Any agreed to renegotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. If requested, the CONSULTANT shall provide current payroll register and classifications to aid in negotiations. If the parties cannot reach an agreement on the direct (raw) labor rates and classifications, the AGENCY shall perform an audit of the CONSULTANT's books and records to determine the CONSULTANT's actual costs. The audit findings will establish the direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period.

The fixed fee as identified in Exhibits "D" and "E" shall represent a value to be applied throughout the life of the AGREEMENT.

The CONSULTANT shall submit annually to the AGENCY an updated indirect cost rate within 180 days of the close of its fiscal year. An approved updated indirect cost rate shall be included in the current fiscal year rate under this AGREEMENT, even if/when other components of the hourly rate are not renegotiated. These rates will be applicable for the twelve (12) month period. At the AGENCY's option, a provisional and/or conditional indirect cost rate may be negotiated. This provisional or conditional indirect rate shall remain in effect until the updated indirect cost rate is completed and approved. Indirect cost rate costs incurred during the provisional or conditional period will not be adjusted. The CONSULTANT may request an extension of the last approved indirect cost rate for the twelve (12) month period. These requests for provisional indirect cost rate and/or extension will be considered on a case-by-case basis, and if granted, will be memorialized in a final written acknowledgment.

The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fixed fee (profit) percentage. The CONSULTANT shall bill each employee's actual classification, and actual salary plus indirect cost rate plus fixed fee.



- B. **Direct Non-Salary Costs:** Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.
- C. **Maximum Amount Payable:** The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- D. **Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. Detailed statements shall support the monthly billings for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.
- E. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents, which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.
- The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings
- F. **Inspection of Cost Records:** The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed. An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and /or at the request of the AGENCY's Project Manager.



## **VI. Sub-Contracting**

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fixed fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgement between the parties

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

## **VII. Employment and Organizational Conflict of Interest**

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.



## VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964  
(42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973 (23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973  
(29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975 (42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987 (Public Law 100-259)
- American with Disabilities Act of 1990 (42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "F" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "F" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

## IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason, that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without the CONSULTANT's or its employee's fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.



The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee.

The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY.

Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

## **X. Changes of Work**

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

## **XI. Disputes**

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

## **XII. Legal Relations**

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold the State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT



to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and /or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and/or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and/or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The Parties have mutually negotiated this waiver.

Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.



## Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name: Jesse Allen P.L.S.  
Agency: Whatcom County  
Address: 322 N. Commercial St., Suite 301  
City: Bellingham State: WA Zip: 98225  
Email: jjallen@co.whatcom.wa.us  
Phone: 360-778-6311  
Facsimile: 360-778-6211

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third part, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V "Payment Provisions" until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.



### **XIII. Extra Work**

- A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.
- C. The CONSULTANT must submit any "request for equitable adjustment," hereafter referred to as "CLAIM," under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the section XI "Disputes" clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

### **XIV. Endorsement of Plans**

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

### **XV. Federal Review**

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

### **XVI. Certification of the Consultant and the Agency**

Attached hereto as Exhibit "G-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "G-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "G-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "G-4" Certificate of Current Cost or Pricing Data. Exhibit "G-3" is required only in AGREEMENT's over one hundred thousand dollars (\$100,000.00) and Exhibit "G-4" is required only in AGREEMENT's over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III "General Requirements" prior to its performance of any SERVICES under this AGREEMENT.

### **XVII. Complete Agreement**

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

### **XVIII. Execution and Acceptance**

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT's contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.



## **XIX. Protection of Confidential Information**

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state, or federal statutes ("State's Confidential Information"). The "State's Confidential Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, STATE and AGENCY security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY's option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State's Confidential Information; or (ii) returned all of the State's Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State's Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained, and used the State's Confidential Information; and the final disposition of the State's Confidential Information. The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State's Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State's Confidential Information, monetary damages, or penalties

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information, which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.



The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT, or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

## **XX. Records Maintenance**

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain, and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim, or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim, or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENTs, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbings, recordings, visual displays, photographs, minutes of meetings, tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

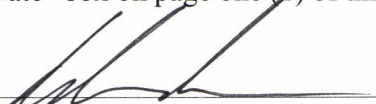


For purposes of this AGREEMENT, "ESI" means any and all computer data or electronic recorded media of any kind, including "Native Files", that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops, or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

"Native files" are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified

The CONSULTANT shall include this section XX "Records Maintenance" in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.

  
\_\_\_\_\_  
Consultant Signature

3-29-19  
\_\_\_\_\_  
Date

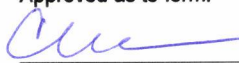
**Agency (Whatcom County) Signatures:**

**Recommended for Approval:**

  
\_\_\_\_\_  
Jon Hutchings  
Department Director

4/11/19  
\_\_\_\_\_  
Date

**Approved as to form:**

  
\_\_\_\_\_  
Christopher Quinn  
Senior Civil Deputy Prosecuting Attorney

4/11/19  
\_\_\_\_\_  
Date

**Approved:**

Accepted for Whatcom County:

\_\_\_\_\_  
Jack Louws  
Whatcom County Executive

STATE OF WASHINGTON )  
                                  ) ss  
COUNTY OF WHATCOM )

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

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of Washington, residing at \_\_\_\_\_

My commission expires \_\_\_\_\_

## ***Exhibit A Scope of Work***

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Project No.

(See Attached Exhibits A & A1)

**Exhibit A**  
(Scope of Work)

**Professional Land Surveying Services**

1. The contractor shall work on an "as Requested" basis only, as determined by the Agency.
2. Prior to mutual acceptance of a formal task assignment, as described in Exhibit A-1, "Formal Task Assignment Document" attached, the Contractor will prepare a written itemized cost estimate for the requested services.
3. The Contractor agrees to furnish the services of a licensed professional land surveyor and appropriate technical support/survey field personnel to provide land surveying services for the Agency as defined by the Task Assignment Scope of Services document and attachments. Such services may entail any of the following tasks:
  - a. Performing boundary and cadastral surveys, including historic boundary research and analysis as necessary;
  - b. Setting new property corners at new right-of-way (R/W) boundaries between the Agency and private property and generating the corresponding record of survey (ROS) or other approved documentation;
  - c. Recovering and/or establishing survey control;
  - d. Resetting or recovering lost or destroyed section monuments and generating a corresponding ROS or other approved documentation;
  - e. Conducting bathymetric surveys of rivers and streams;
  - f. Providing professional opinion on boundary issues involving government lots, encroachments, reservation lands, monumentation, and boundary lines between adjacent private property owners, as it relates to Whatcom County R/W;
  - g. Coordination with the Agency staff to facilitate smooth exchange of data and resolve inconsistencies as necessary;
  - h. Providing R/W staking support;
  - i. Providing construction surveying support;
  - j. Writing and/or reviewing legal descriptions;
  - k. Topographic survey efforts and CAD basemap creation;
  - l. Providing deliverables including, but not limited to, the following: Legal descriptions, ASCII files of survey points, diagrams, survey drawings, and elevations.



**Administration:**

1. Contractor shall utilize a reporting system that will track the contract budget by providing both project amount expended to date and overall contract amount expended to date with detail by task assignment.
2. Every quarter (3 months), Contractor will provide the Agency with an update on the contract dollar amount expended to date. The update shall summarize each invoice number, date, and amount. This information should be emailed to the Agency. Contractor shall reference the Whatcom County Contract No. (WCC#) on all correspondence related to this contract. The Agency may relax this requirement if Contractor's reporting system shows this to be a redundant method.
3. Services provided must be listed on invoices using the exact description/classification, as they appear on the Contractor's Fee Schedule for the various personnel involved.
4. Invoices shall be segregated by project CRP Number or task number if there is no CRP Number related to the task.

**Insurance:**

The contractor shall carry, for the duration of this Contract, general liability and property damage insurance. The insurance shall be primary, non-contributory, and shall waive all rights of subrogation. The insurance shall identify the Agency as an additional insured. (See WSDOT requirements – Section XII Legal Relations of the Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement)

**Deliverables:**

1. Copies of field notes in PDF format
2. PDF copies of all researched maps or hard copies in 11"x17"
3. Any pictures taken onsite
4. Text files containing all survey points & descriptor code list
5. Civil 3D drawing(s) depicting all project data
6. PDF copy of signed map deliverables

**Exhibit A-1**

**Formal Task Assignment Document**

Task Number \_\_\_\_\_

The general provisions and clauses of \_\_\_\_\_ shall be in full force and effect for this Agreement Task Assignment

Location of Project: \_\_\_\_\_

Project Title: Professional Land Surveying Services for 2019 – 2020

Maximum Amount Payable per Task Assignment: \_\_\_\_\_

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

Description of Work:  
(See attached letter from Agency)

Agency Project Manager Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Oral Authorization Date: \_\_\_\_\_ See Letter Date: \_\_\_\_\_

Consultant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Agency Approving Authority: \_\_\_\_\_ Date: \_\_\_\_\_

## ***Exhibit C***

# ***Preparation and Delivery of Electronic Engineering and Other Data***

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

- I. Surveying, Roadway Design & Plans Preparation Section
  - A. Survey Data

(See attached Exhibit A)

- B. Roadway Design Files

N/A

- C. Computer Aided Drafting Files

(See attached Exhibit A)

D. Specify the Agency's Right to Review Product with the Consultant

Subject to full review by Whatcom County

E. Specify the Electronic Deliverables to Be Provided to the Agency

(See attached Exhibit A)

F. Specify What Agency Furnished Services and Information Is to Be Provided

(See attached Exhibit A)

## II. Any Other Electronic Files to Be Provided

(See attached Exhibit A)

## III. Methods to Electronically Exchange Data

(See attached Exhibit A)

A. Agency Software Suite

(See attached Exhibit A)

B. Electronic Messaging System

N/A

C. File Transfers Format

(See attached Exhibit A)

## ***Exhibit D***

### ***Prime Consultant Cost Computations***

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See Attached:

ANTE Table

Acceptance ICR-Risk Assessment Review (FYE 2017)

Certification of Final Indirect Costs (FYE 2017)



**Exhibit D**  
**Pacific Surveying & Engineering Services, Inc**  
**"ANTE TABLE"**  
**2019 - 2020 Whatcom County**  
**Professional Land Surveying Services Agreement**

<b>Position Classification</b>	<b>Direct Salary Rate</b>	<b>ICR 115.19%</b>	<b>Profit 25.50%</b>	<b>Max Rate Per Hour</b>
Principal Land Surveyor	\$56.28	\$64.83	\$14.35	\$135.46
Project Manager	\$56.28	\$64.83	\$14.35	\$135.46
Survey Technician	\$33.00	\$38.01	\$8.42	\$79.43
Survey Crew Chief	\$37.00	\$42.62	\$9.44	\$89.06
Survey Crew Person	\$33.00	\$38.01	\$8.42	\$79.43
UAV Pilot	\$36.06	\$41.54	\$9.20	\$86.79
Survey Coordinator	\$36.06	\$41.54	\$9.20	\$86.79
Senior CAD Technician	\$36.06	\$41.54	\$9.20	\$86.79
CAD/GIS Technician	\$29.00	\$33.41	\$7.40	\$69.80
Office / Clerical	\$35.00	\$40.32	\$8.93	\$84.24
Construction Site Surveyor*	\$63.76	\$73.45	\$16.26	\$153.46
Assistant Construction Site Surveyor*	\$62.71	\$72.24	\$15.99	\$150.94

\*Current Washington State Prevailing Wage Rate for Whatcom County



**Washington State  
Department of Transportation**

Transportation Building  
310 Maple Park Avenue S.E.  
P.O. Box 47300  
Olympia, WA 98504-7300  
360-705-7000  
TTY: 1-800-833-6388  
[www.wsdot.wa.gov](http://www.wsdot.wa.gov)

May 3, 2018

Pacific Surveying & Engineering, Inc.  
909 Squalicum Way, Suite 111  
Bellingham, WA 98225

Subject: Acceptance FYE 2017 ICR – Risk Assessment Review

Dear Mr. Jeff Vander Yacht:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2017 ICR of 115.19%. These rates are applicable to Washington Local Agency Contracts only. These rates may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 705-7019 or via email [consultantrates@wsdot.wa.gov](mailto:consultantrates@wsdot.wa.gov).

Regards;

ERIK K. JONSON  
Manager, Consultant Services Office

EKJ:kms

## Certification of Final Indirect Costs

Firm Name: Pacific Surveying & Engineering Services, Inc.

Indirect Cost Rate Proposal: FY - 2017

Date of Proposal Preparation (mm/dd/yyyy): \_\_\_\_\_

Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy): 01/01/2017 to 12/31/2017

*I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:*

*1.) All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.*

*2.) This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.*

*All known material transactions or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.*

Signature: \_\_\_\_\_

Name of Certifying Official\* (Print): JEFF VANDER YACHT

Title: VICE PRESIDENT

Date of Certification (mm/dd/yyyy): 4-23-18

\*The "Certifying Official" must be an individual executive or financial officer of the firm at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has the authority to represent the financial information utilized to establish the indirect cost rate for use under Agency contracts.

Ref. FHWA Directive 4470.1A available on line at:  
<http://www.fhwa.dot.gov/legregs/directives/orders/44701a.htm>



## **Exhibit F**

### **Title VI Assurances**

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During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

1. Compliance with Regulations: The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.
2. Non-discrimination: The CONSULTANT, with regard to the work performed during this AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when this AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
3. Solicitations for Sub-consultants, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.
4. Information and Reports: The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY, the STATE, or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, the STATE, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Non-compliance: In the event of the CONSULTANT's non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE, or the FHWA may determine to be appropriate, including, but not limited to:
  - Withholding of payments to the CONSULTANT under this AGREEMENT until the CONSULTANT complies, and/or;
  - Cancellation, termination, or suspension of this AGREEMENT, in whole or in part.
6. Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the STATE, the AGENCY, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY enter into such litigation to protect the interests of the STATE and/or the AGENCY and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

## **Exhibit G**

### **Certification Document**

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- Exhibit G-1(a) Certification of Consultant
- ~~Exhibit G-1(b) Certification of \_\_\_\_\_~~
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions
- Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- Exhibit G-4 Certificate of Current Cost or Pricing Data

## Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of  
Pacific Surveying & Engineering, Inc.

whose address is

909 Squalicum Way, Bellingham WA 98225

and that neither the above firm nor I have

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the \_\_\_\_\_ County of Whatcom

and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Pacific Surveying & Engineering, Inc.

Consultant (Firm Name)

  
Signature (Authorized Official of Consultant)

3-29-19  
Date




## Exhibit G-2 Certification Regarding Debarment Suspension and Other Responsibility Matters - Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification such prospective participant shall attach an explanation to this proposal.

Pacific Surveying & Engineering, Inc.

Consultant (Firm Name)

  
Signature (Authorized Official of Consultant)

3-29-19  
Date



## Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the require certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

Pacific Surveying & Engineering, Inc.

Consultant (Firm Name)

  
Signature (Authorized Official of Consultant)

3-29-19  
Date

## Exhibit G-4 Certification of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of On--Call Professional Land Surveying Services for 2019-2020 \* are accurate, complete, and current as of 03/27/2019 \*\*.

This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.

Firm: Pacific Surveying & Engineering, Inc.

Signature



Title

PRINCIPAL  
3-29-19

Date of Execution N/A

\*\*\*.

\*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)

\*\*Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.

\*\*\*Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.



# **Exhibit I**

## **Alleged Consultant Design Error Procedures**

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The purpose of this exhibit is to establish a procedure to determine if a consultant has alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

### **Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager**

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

### **Step 2 Project Manager Documents the Alleged Consultant Design Error(s)**

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include all decisions and descriptions of work, photographs, records of labor, materials, and equipment.

### **Step 3 Contact the Consultant Regarding the Alleged Design Error(s)**

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

### **Step 4 Attempt to Resolve Alleged Design Error with Consultant**

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

## **Step 5 Forward Documents to Local Programs**

For federally funded projects, all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.



## **Exhibit J**

# **Consultant Claim Procedures**

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The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) total a \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

### **Step 1 Consultant Files a Claim with the Agency Project Manager**

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

### **Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation**

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

### **Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)**

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associate with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

### **Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation**

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

### **Step 5 Informing Consultant of Decision Regarding the Claim**

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

### **Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)**

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit





# Exhibit K

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/26/2019

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

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

<b>PRODUCER</b> Hub International Northwest LLC 110 Unity Street Bellingham WA 98225	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b> 360-647-9000	<b>FAX (A/C, No):</b> 360-734-8496
	<b>E-MAIL ADDRESS:</b> now.bellinghaminfo@hubinternational.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	<b>INSURER A:</b> Admiral Insurance Company	24856
	<b>INSURER B:</b> American Hallmark Insurance Company	43494
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

### COVERAGES

CERTIFICATE NUMBER: 199247807

REVISION NUMBER:

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

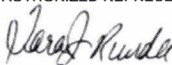
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> <b>CLAIMS-MADE</b> <input checked="" type="checkbox"/> <b>OCCUR</b>  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> <b>POLICY</b> <input checked="" type="checkbox"/> <b>PROJECT</b> <input type="checkbox"/> <b>LOC</b>	Y	Y	44CL495755	10/19/2018	10/19/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> <b>ANY AUTO</b> <input type="checkbox"/> <b>ALL OWNED AUTOS</b> <input type="checkbox"/> <b>SCHEDULED AUTOS</b> <input type="checkbox"/> <b>HIRED AUTOS</b> <input type="checkbox"/> <b>NON-OWNED AUTOS</b>	Y	Y	44CL495755	10/19/2018	10/19/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> <b>OCCUR</b> <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> <b>CLAIMS-MADE</b> <input type="checkbox"/> <b>DED</b> <input checked="" type="checkbox"/> <b>RETENTION</b> \$ 10,000		Y	44CL495755	10/19/2018	10/19/2019	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> <b>Y/N</b> <input type="checkbox"/> <b>N/A</b> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			44CL495755	10/19/2018	10/19/2019	<input type="checkbox"/> <b>WC STATUTORY LIMITS</b> <input checked="" type="checkbox"/> <b>OTHER</b> Stop Gap E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability			EO000035343-03	10/19/2018	10/19/2019	Per Claim Limit 2,000,000 Aggregate Limit 2,000,000 Retention 25,000

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

Per policy forms and conditions: Artisans Advantage Enhanced Coverage Endorsement form MP 97 67 10 10, and Commercial Auto Coverage Form Enhancement Endorsement BA 20 60 04 11.  
RE: RFQ 19-10 On Call Survey Contract. Whatcom County is included per forms and conditions.

### CERTIFICATE HOLDER

### CANCELLATION

Whatcom County 322 N Commercial St Ste 301 Bellingham WA 98225	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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# ARTISANS ADVANTAGE ENHANCED COVERAGE ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**BUILDING AND PERSONAL PROPERTY COVERAGE FORM**  
**CAUSES OF LOSS – SPECIAL FORM**  
**COMMERCIAL PROPERTY CONDITIONS**  
**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

When this endorsement is attached to the policy, insurance under the Building and Personal Property Coverage Form, the Causes of Loss – Special Form, the Commercial Property Conditions and the Commercial General Liability Coverage Form is enhanced to provide the coverages described in this endorsement. All other conditions of the policy continue to apply.

This coverage is subject to the provisions applicable to the Building and Personal Property Coverage Form, Causes of Loss – Special Form, the Commercial Property Conditions and the General Liability Coverage Form.

## SCHEDULE

<u>Coverage Enhancements</u>	<u>Limits of Insurance Each Location</u>
<b><u>Property Coverage</u></b>	
Premises Boundary	1,000 feet
<b><u>Property Coverage Extensions</u></b>	
Newly Acquired or Constructed Property	
Buildings	\$500,000. at Each Building
Business Personal Property	\$250,000. at Each Building
Personal Effects and Property of Others	\$ 25,000. at Replacement Cost
Valuable Papers and Records (Other than Electronic Data)	\$ 25,000.
Property Off-Premises (Including Laptops and Other Electronic Equipment)	\$ 15,000.
Outdoor Property (Named Perils)	\$ 1,000. per tree/shrub, max. limit \$25,000.
Non-Owned Detached Trailers	\$ 10,000.
Accounts Receivable	\$ 50,000.
Property in Transit (Including Laptops and Other Electronic Equipment)	\$ 15,000.
Fine Arts	\$ 25,000.
<b><u>Property Additional Coverages</u></b>	
Debris Removal	\$ 25,000.
Fire Department Service Charge	\$ 5,000.
Pollutant Clean-up and Removal	\$ 15,000.
Electronic Data	\$ 25,000.
Interruption of Computer Operations	\$ 15,000.
Arson Reward	\$ 5,000.
Water Back-Up and Sump Overflow	\$ 25,000.
Brands and Labels	\$ 25,000.
Employee Theft	\$ 10,000.
Business Income Including Extra Expense	\$ 25,000.
Business Income from Dependent Properties	\$ 10,000.
Claims Expenses	\$ 10,000.
Inventory or Appraisal Cost	\$ 5,000.
Money and Securities	
Inside	\$ 10,000.
Outside	\$ 5,000.
Off Premises Power Failure – Direct Damage	\$ 10,000.
Ordinance or Law Coverage	
Coverage A	Included within Building Limit.
Coverages B and C Combined	25% of Bldg. Limit, \$150,000. maximum
Outdoor Signs	\$ 10,000.
Recharging of Fire Extinguishers	\$ 5,000.
Unauthorized Business Card Use	\$ 5,000.
Forgery or Alteration	\$ 10,000.
Salespersons Samples	\$ 2,500.



### Inland Marine Coverages

Installation Coverage	\$ 10,000.
Contractors Equipment Coverages:	
Small Tools	\$ 5,000. (Maximum limit per item \$1,000)
Employee Small Tools	\$ 1,000. (Maximum limit per item \$250)
Leased and Rented Equipment	\$ 5,000.
Rental Reimbursement	\$ 1,000.

### General Liability Additional Coverages

Blanket Additional Insured (Including Primary Non-Contributing Coverage)	Included in Each Occurrence Limit
Mobile Equipment Broadened Coverage	Included in Each Occurrence Limit
Aggregate Limit Per Project	Included in Each Occurrence Limit
Blanket Waiver	Included in Each Occurrence Limit
Voluntary Property Damage Coverage	\$ 2,500.

The following applies to coverages under this endorsement only.

### Property Coverage

The phrase 'within 100 feet of the described premises' used in Paragraphs **a.(5)(b)**, **b.** and **c.(2)** under **A.1. Covered Property** of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM** and Paragraph **2.c.(1)** under **C. Limitations** of the **CAUSES OF LOSS – SPECIAL FORM** is replaced by the phrase 'within 1,000 feet of the described premises'.

### Property Coverage Extensions

Paragraph **A.5. Coverage Extensions** of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM** is deleted in its entirety and replaced by the following:

#### **5. Coverage Extensions**

Except as otherwise provided, the following Extensions apply to property located in or on the building described in the Declarations or in the open (or in a vehicle) within 1,000 feet of the described premises.

If a Coinsurance percentage of 80% or more or, a Value Reporting period symbol, is shown in the Declarations, you may extend the insurance provided by this Coverage Part as follows:

##### **a. Newly Acquired Or Constructed Property**

###### **(1) Buildings**

If this policy covers Building, you may extend that insurance to apply to:

- (a)** Your new buildings while being built on the described premises; and
- (b)** Buildings you acquire at locations, other than the described premises, intended for:
  - (i)** Similar use as the building described in the Declarations; or
  - (ii)** Use as a warehouse.

The most we will pay for loss or damage under this Extension is \$500,000 at each building.

###### **(2) Your Business Personal Property**

**(a)** If this policy covers Your Business Personal Property, you may extend that insurance to apply to:

- (i)** Business personal property, including such property that you newly acquire, at any location you acquire, at any location you acquire other than at fairs, trade shows or exhibitions;
- (ii)** Business personal property, including such property that you newly acquire, located at your newly constructed or acquired buildings at the location described in the Declarations; or
- (iii)** Business personal property that you newly acquire, located at the described premises.

The most we will pay for loss or damage under this Extension is \$250,000 at each building.

**(b)** This Extension does not apply to:

- (i) Personal property of others that is temporarily in your possession in the course of installing or performing work on such property; or
- (ii) Personal property of others that is temporarily in your possession in the course of your manufacturing or wholesaling activities.

**(3) Period of Coverage**

With respect to insurance on or at each newly acquired or constructed property, coverage will end when any of the following first occurs:

- (a) This policy expires;
- (b) 30 days expire after you acquire or begin construction of that part of the building that would qualify as covered property; or
- (c) You report values to us.

We will charge you additional premium for values reported from the date you acquire the property or begin construction of that part of the building that would qualify as covered property.

**b. Personal Effects And Property Of Others**

- (1) You may extend the insurance that applies to Your Business Personal Property to apply to:

- (a) Personal effects owned by you, your officers, your partners or members, your managers or your employees.
- (b) Personal property of others in your care, custody or control.

This Extension does not apply to employee tools.

- (2) The most we will pay for loss or damage under this Extension is \$25,000 at each described premises. Our payment for loss of or damage to personal property of others will only be for the account of the owner of the property.

**(3) Extension Of Replacement Cost To Personal Property Of Others**

- (a) Replacement Cost coverage is extended to apply to personal property of others.
- (b) Paragraphs **3.b.(1)** and **4.** under **G. Optional Coverages** of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM** are deleted and all other provisions of the Replacement Cost Optional Coverage apply to replacement cost on personal property of others.
- (c) With respect to replacement cost on the personal property of others the following limitation applies:  
If an item of personal property of others is subject to a written contract which governs your liability for loss or damage to that item, then valuation of that item will be based on the amount for which you are liable under such contract, but not to exceed the lesser of the replacement cost of the property or the applicable Limit of Insurance.

**c. Valuable Papers And Records (Other Than Electronic Data)**

- (1) You may extend the insurance that applies to Your Business Personal Property to apply to direct physical loss or damage to valuable papers and records that you own, or that are in your care, custody or control, caused by or resulting from a Covered Cause of Loss. This Extension includes the cost to research lost information on valuable papers and records for which duplicates do not exist. But this Extension does not apply to valuable papers and records which exist as electronic data. Electronic data has the meaning described under Property Not Covered, Electronic Data.
- (2) Coverage under this Extension is limited to the "specified causes of loss" as defined in the **CAUSES OF LOSS – SPECIAL FORM**, and Collapse as set forth in that form.
- (3) This Extension does not apply to:
  - (a) Property held as samples or for delivery after sale;
  - (b) Property in storage away from the premises shown in the Declarations.
- (4) Section **B. Exclusions** in the **CAUSES OF LOSS – SPECIAL FORM** does not apply to this Extension, except for:
  - (a) Paragraph **B.1.c.** Governmental Action;
  - (b) Paragraph **B.1.d.** Nuclear Hazard;
  - (c) Paragraph **B.1.f.** War And Military Action;
  - (d) Paragraph **B.2.f.**;
  - (e) Paragraph **B.2.g.**; and
  - (f) Paragraph **B.3.**
- (5) The most we will pay under this Extension for loss or damage to valuable papers and records in any one occurrence at each described premises is \$25,000.



For valuable papers and records not at a described premises, the most we will pay is \$5,000 in any one occurrence. Such amounts are additional insurance. We will also pay for the cost of blank material for reproducing the records (whether or not duplicates exist), and (when there is a duplicate) for the cost of labor to transcribe or copy the records. The costs of blank material and labor are subject to the applicable Limit of Insurance on Your Business Personal Property and therefore coverage of such costs is not additional insurance.

**d. Property Off-Premises (Including Laptops And Other Electronic Equipment)**

- (1) You may extend the insurance provided by this Coverage Form to apply to your Covered Property while it is away from the described premises, if it is:
  - (a) Temporarily at a location you do not own, lease or operate;
  - (b) In storage at a location you lease, provided the lease was executed after the beginning of the current policy term; or
  - (c) At any fair, trade show or exhibition.
- (2) This Extension does not apply to property:
  - (a) In or on a vehicle; or
  - (b) In the care, custody or control of your salespersons, unless the property is in such care, custody or control at a fair, trade show or exhibition.
- (3) The most we will pay for loss or damage under this Extension is \$15,000.

**e. Outdoor Property (Named Perils)**

You may extend the insurance provided by this Coverage Form to apply to your outdoor fences, retaining walls (other than retaining walls that are a part of a building), radio and television antennas (including satellite dishes), signs (other than signs attached to buildings), trees, shrubs and plants (other than "stock" of trees, shrubs or plants), including debris removal expense, caused by or resulting from any of the following causes of loss if they are Covered Causes of Loss:

- (1) Fire;
- (2) Lightning;
- (3) Explosion;
- (4) Vandalism;
- (5) Vehicle Damage;
- (6) Riot or Civil Commotion; or
- (7) Aircraft.

The most we will pay for loss or damage under this Extension is \$25,000, but not more than \$1,000 for any one tree, shrub or plant. These limits apply to any one occurrence, regardless of the types or number of items lost or damaged in that occurrence.

**f. Non-Owned Detached Trailers**

- (1) You may extend the insurance that applies to Your Business Personal Property to apply to loss or damage to trailers that you do not own, provided that:
  - (a) The trailer is used in your business;
  - (b) The trailer is in your care, custody or control at the premises described in the Declarations; and
  - (c) You have a contractual responsibility to pay for loss or damage to the trailer.
- (2) We will not pay for any loss or damage that occurs:
  - (a) While the trailer is attached to any motor vehicle or motorized conveyance, whether or not the motor vehicle or motorized conveyance is in motion;
  - (b) During hitching or unhitching operations, or when a trailer becomes accidentally unhitched from a motor vehicle or motorized conveyance.
- (3) The most we will pay for loss or damage under this Extension is \$10,000, unless a higher limit is shown in the Declarations.
- (4) This insurance is excess over the amount due (whether you can collect on it or not) from any other insurance covering such property.

**g. Accounts Receivable**

- (1) You may extend the insurance that applies to Your Business Personal Property to accounts receivable. We will pay:

- (a) All amounts due from your customers that you are unable to collect;
  - (b) Interest charges on any loan required to offset amounts you are unable to collect pending our payment of these amounts;
  - (c) Collection expenses in excess of your normal collection expenses that are made necessary by "loss"; and
  - (d) Other reasonable expenses that you incur to re-establish your records of accounts receivable;
- that result from direct physical loss or damage by any Covered Cause of Loss to your records of accounts receivable.
- (2) The most we will pay under this Extension for loss or damage in any one occurrence at each described "premises" is \$50,000.
  - (3) Section **B.Exclusions** in the **CAUSES OF LOSS – SPECIAL FORM** does not apply to this Extension, except for:
    - (a) Paragraph **B.1.c.** Governmental Action;
    - (b) Paragraph **B.1.d.** Nuclear Hazard;
    - (c) Paragraph **B.1.f.** War And Military Action;
    - (d) Paragraph **B.2.f.**;
    - (e) Paragraph **B.2.g.**; and
    - (f) Paragraph **B.3.**
  - (4) The following additional exclusion applies to the Extension:  
We will not pay for:
    - (a) Loss or damage caused by or resulting from alteration, falsification, concealment or destruction of records of accounts receivable done to conceal the wrongful giving, taking or withholding of "money," "securities" or other property.  
This exclusion applies only to the extent of the wrongful giving, taking or withholding.
    - (b) Loss or damage caused by or resulting from bookkeeping, accounting or billing errors or omissions.
    - (c) Any loss or damage that requires any audit of records or any inventory computation to prove its factual existence.

#### **h. Property In Transit (Including Laptops And Other Electronic Equipment)**

**F.1.** under **Additional Coverage Extensions** of the **CAUSES OF LOSS – SPECIAL FORM** is deleted and replaced with the following:

##### **1. Property In Transit (Including Laptops And Other Electronic Equipment)**

This Extension applies only to your personal property to which this form applies.

- a. You may extend the insurance provided by this Coverage Part to apply to your personal property (other than property in the care, custody or control of your salespersons) in transit more than 1,000 feet from the described premises. Property must be in or on a motor vehicle you own, lease or operate while between points in the coverage territory.
- b. Loss or damage must be caused by or result from one the following causes of loss:
  - (1) Fire, lightning, explosion, windstorm or hail, riot or civil commotion, or vandalism.
  - (2) Vehicle collision, upset or overturn. Collision means accidental contact of your vehicle with another vehicle or object. It does not mean your vehicle's contact with the road bed.
  - (3) Theft of an entire bale, case or package by forced entry into a securely locked body or compartment of the vehicle. There must be visible marks of the forced entry.
- c. The most we will pay for loss or damage under this Extension is \$15,000.

#### **i. Fine Arts**

- (1) You may extend the insurance that applies to Your Business Personal Property to cover "fine arts" owned by you and located on the premises described in the Declarations
- (2) In addition to the exclusions in **CAUSES OF LOSS – SPECIAL FORM** we will not pay for loss or damage caused by or resulting from repairing, restoration, or retouching processes.
- (3) In the event of loss or damage, we will pay the actual cash value of the item. The actual cash value will be the price you paid for the item, or the value as determined by an appraisal of the item not more than 360 days prior to the date of loss or damage. In no event will the actual cash value exceed the amount necessary to repair or replace the item with substantially like property.



(4) The most we will pay for "fine arts" at any premises described in the Declarations is \$25,000.

Each of these Extensions is additional insurance unless otherwise indicated. The Additional Condition, Coinsurance, does not apply to these Extensions.

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## Property Additional Coverages

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The following are Additional Coverages. The Additional Condition, Coinsurance, does not apply to these coverages.

### A. Debris Removal

A.4.a. of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM** is deleted and replaced as follows:

#### a. Debris Removal

- (1) Subject to Paragraphs (3) and (4), we will pay your expense to remove debris of Covered Property caused by or resulting from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date of direct physical loss or damage.
- (2) Debris Removal does not apply to costs to:
  - (a) Extract "pollutants" from land or water; or
  - (b) Remove, restore or replace polluted land or water.
- (3) Subject to the exceptions in Paragraph (4), the following provisions apply:
  - (a) The most we will pay for the total of direct physical loss or damage plus debris removal expense is the Limit of Insurance applicable to the Covered Property that has sustained loss or damage.
  - (b) Subject to (a) above, the amount we will pay for debris removal expense is limited to 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage.
- (4) We will pay up to an additional \$25,000 for debris removal expense, for each location, in any one occurrence of physical loss or damage to Covered Property, if one or both of the following circumstances apply:
  - (a) The total of the actual debris removal expense plus the amount we pay for direct physical loss or damage exceeds the Limit of Insurance on the Covered Property that has sustained loss or damage.
  - (b) The actual debris removal expense exceeds 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage.

Therefore, if (4)(a) and/or (4)(b) apply, our total payment for direct physical loss or damage and debris removal expense may reach but will never exceed the Limit of Insurance on the Covered Property that has sustained loss or damage, plus \$25,000.

#### (5) Examples

##### Example #1

Limit of Insurance	\$ 90,000
Amount of Deductible	\$ 500
Amount of Loss	\$ 50,000
Amount of Loss Payable	\$ 49,500
	(\$50,000 - \$500)
Debris Removal Expense	\$ 10,000
Debris Removal Expense Payable	\$ 10,000
	(\$10,000 is 20% of \$50,000)

The debris removal expense is less than 25% of the sum of the loss payable plus the deductible. The sum of the loss payable and the debris removal expense (\$49,500 + \$10,000 = \$59,500) is less than the Limit of Insurance. Therefore, the full amount of debris removal expense is payable in accordance with the terms of Paragraph (3).

##### Example #2

Limit of Insurance	\$ 90,000
Amount of Deductible	\$ 500
Amount of Loss	\$ 80,000
Amount of Loss Payable	\$ 79,500
	(\$80,000 - \$500)
Debris Removal Expense	\$ 35,500



Debris Removal Expense  
Payable

Basic Amount	\$ 10,500
Additional Amount	\$ 25,000

The basic amount payable for debris removal expense under the terms of Paragraph (3) is calculated as follows: \$80,000 (\$79,500 + \$500) x .25 = \$20,000; capped at \$10,500). The cap applies because the sum of the loss payable (\$79,500) and the basic amount payable for debris removal expense (\$10,500) cannot exceed the Limit of Insurance (\$90,000).

The additional amount payable for debris removal expense is provided in accordance with the terms of Paragraph (4), because the debris removal expense (\$35,500) exceeds 25% of the loss payable plus the deductible (\$35,500 is 44.375% of \$80,000), and because the sum of the loss payable and debris removal expense (\$79,500 + \$35,500 = \$115,000) would exceed the Limit of Insurance (\$90,000). The additional amount of covered debris removal expense is \$25,000, the maximum payable under Paragraph (4). Thus the total payable for debris removal expense in this example is \$35,500.

**B. Fire Department Service Charge**

**A.4.c.** of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM** is deleted and replaced as follows:

**c. Fire Department Service Charge**

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to \$5,000 for your liability for fire department service charges:

- (1) Assumed by contract or agreement prior to loss; or
- (2) Required by local ordinance.

No Deductible applies to this Additional Coverage.

**C. Pollutant Clean-up And Removal**

**A.4.d.** of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM** is deleted and replaced as follows:

**d. Pollutant Clean-up And Removal**

We will pay your expense to extract "pollutants" from land or water at the described premises if the discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date on which the Covered Cause of Loss occurs.

This Additional Coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of "pollutants". But we will pay for testing which is performed in the course of extracting the "pollutants" from the land or water.

The most we will pay under this Additional Coverage for each described premises is \$15,000 for the sum of all covered expenses arising out of Covered Causes of Loss occurring during each separate 12 month period of this policy.

**D. Electronic Data**

**A.4.f.** of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM** is deleted and replaced as follows:

**f. Electronic Data**

- (1) Under this Additional Coverage, electronic data has the meaning described under Property Not Covered, Electronic Data.
- (2) Subject to the provisions of this Additional Coverage, we will pay for the cost to replace or restore electronic data, which has been destroyed or corrupted by a Covered Cause of Loss. To the extent that electronic data is not replaced or restored, the loss will be valued at the cost of replacement of the media on which the electronic data was stored, with blank media of substantially identical type.
- (3) In addition to the "specified causes of loss" as defined in the **CAUSES OF LOSS – SPECIAL FORM**, and Collapse as set forth in that form, the following are covered causes of loss:
  - (a) A virus, harmful code or similar instruction introduced into or enacted on a computer system (including electronic data) or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation. But there is no coverage for loss or damage caused by or resulting from manipulation of a computer system (including electronic data) by any employee, including a temporary or leased employee, or by an entity retained by you or for you to inspect, design, install, modify, maintain, repair or replace that system.
  - (b) Changes in your electrical power supply, including interruption, power surge, blackout or brownout, if the cause of such event originates 100 feet or less from any premises described in the Declarations;
  - (c) Dishonest acts committed by your employees acting alone or in collusion with other persons, except you or your partners, directors or trustees, but theft by employees is not covered;



- (d) Dampness or dryness of atmosphere or changes in or extremes of temperature;
  - (e) Floods, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not; and
  - (f) Earth movement, such as an earthquake, landslide or earth sinking, rising or shifting.
- (4) The most we will pay under this **Additional Coverage – Electronic Data** is \$25,000 for all loss or damage sustained in any one policy year, regardless of the number of occurrences of loss or damage or the number of premises, locations or computer systems involved.

#### E. Interruption Of Computer Operations

We will pay your necessary "Extra Expense" to continue normal operations caused by an interruption in computer operations due to destruction or corruption of your electronic data due to a Covered Cause of Loss.

We will also pay for your actual "Business Income" if you must close all or part of your business due to destruction or corruption of your electronic data due to a Covered Cause of Loss.

The most we will pay under this coverage is \$15,000 for any one occurrence.

Under this **Additional Coverage – Interruption Of Computer Operations**, electronic data has the meaning set forth in Paragraph 5. **Limitation – Interruption of Computer Operations** included in **Additional Coverage – Business Income Including Extra Expense** of this form.

#### F. Arson Reward

We will reimburse you for an arson reward that you give to someone who discloses information that leads to the conviction of a person or persons for arson at the premises described in the Declarations.

The most we will pay under this coverage is \$5,000 each occurrence.

#### G. Water Back-Up And Sump Overflow

1. We will pay for direct physical loss or damage to Covered Property caused by or resulting from:
  - a. Water which backs up through or overflows from a sewer or drain; or
  - b. Water which overflows from a sump, even if the overflow results from mechanical breakdown of a sump pump or its related equipment.

However, with respect to Paragraph b. above, we will not pay the cost of repairing or replacing a sump pump or its related equipment in the event of mechanical breakdown.
2. The coverage described in Paragraph 1. above does not apply to loss or damage resulting from an insured's failure to:
  - a. Keep a sump pump or its related equipment in proper working condition; or
  - b. Perform the routine maintenance or repair necessary to keep a sewer or drain free from obstructions.
3. The most we will pay under this coverage is \$25,000 each occurrence.
4. With respect to the coverage provided in this **Additional Coverage – Water Back-Up and Sump Overflow**, Paragraph 3. of the **Water Exclusion** included in this Policy does not apply.

#### H. Brands And Labels

If branded or labeled merchandise that is Covered Property is damaged by a Covered Cause of Loss, we may take all or part of the property at an agreed or appraised value. If so, you may:

1. Stamp the word 'Salvage' on the merchandise or its containers, if the stamp will not physically damage the merchandise; or
2. Remove the brands and labels, if doing so will not physically damage the merchandise or its containers to comply with the law.

We will pay reasonable costs you incur to perform the activity described in Paragraphs 1. and 2. above. The most we will pay for these costs and the value of the damaged property under this Additional Coverage is \$25,000.

Payments under this Additional Coverage are subject to and not in addition to the Limits of Insurance.

#### I. Employee Theft

1. We will pay for direct loss of or damage to Your Business Personal Property and your "money" and "securities" resulting from "theft" committed by any of your "employees" acting alone or in collusion with other persons (except you or your partners, members or managers) with the manifest intent to:
  - a. Cause you to sustain loss or damage; and also
  - b. Obtain financial benefit (other than salaries, commissions, fees, bonuses, promotions, awards, profit sharing, pensions or other employee benefits earned in the normal course of employment) for:
    - (1) Any "employee"; or
    - (2) Any other person or organization.



2. We will not pay for loss or damage:
  - a. Resulting from any dishonest or criminal act that you or any of your partners, members, officers, "managers," directors, trustees, authorized representatives or anyone to whom you entrust the property for any purpose commit, whether acting alone or in collusion with other persons; or
  - b. The only proof of which as to its existence or amount is one or both of the following:
    - (1) An inventory computation; or
    - (2) A profit and loss computation.
3. The most we will pay under this Additional Coverage for loss or damage in any one occurrence is \$10,000.
4. All loss or damage:
  - a. Caused by one or more "employees"; and
  - b. Involving a single act or series of related acts; is considered one occurrence.
5. We will pay only for loss or damage you sustain through acts committed or events occurring during the policy period. Regardless of the number of years this policy remains in force or the number of premiums paid, no Limit of Insurance cumulates from year to year or period to period.
6. This Additional Coverage does not apply to loss caused by an "employee" after discovery by:
  - a. You; or
  - b. Any of your partners, officers or directors, or members or "managers" not in collusion with the "employee"; of any "theft" or any other dishonest act committed by that "employee" before or after being hired by you.
7. **Extended Period To Discover Loss**
  - a. We will pay for loss that you sustained prior to the effective date of termination or cancellation of this policy, which is discovered by you no later than 1 year from the date of that termination or cancellation.
  - b. However, this extended period to discover loss terminates immediately upon the effective date of any other insurance obtained by you replacing in whole or in part the insurance afforded by this policy, whether or not such other insurance provides coverage for loss sustained prior to its effective date.
8. If you discover a loss or damage during the policy period that you (or any predecessor in interest) sustained during the period of any prior insurance that you could have recovered under that insurance except that the time within which to discover loss or damage had expired, we will pay for it under this Additional Coverage, provided:
  - a. This Additional Coverage became effective at the time of cancellation or termination of the prior insurance; and
  - b. The loss or damage would have been covered by this Additional Coverage had it been in effect when the acts or events causing the loss or damage were committed or occurred.
9. The insurance under Paragraph 8. above is provided within, and not in addition to, the Limit of Insurance applying to this Additional Coverage and is limited to the lesser of the amount recoverable under:
  - a. This Additional Coverage as of its effective date; or
  - b. The prior insurance, had it remained in effect.
10. None of the exclusions in Section **B. Exclusions** of the **CAUSES OF LOSS – SPECIAL FORM** apply to Employee Theft Coverage provided under this endorsement except:
  - a. **B.1.c. Governmental Action;**
  - b. **B.1.d. Nuclear Hazard;** and
  - c. **B.1.f. War And Military Action.**
11. We will not pay for loss as specified below:
  - a. **Acts Committed by You or Your Partners**  
Loss resulting from any dishonest or criminal act committed by your or any of your partners whether acting alone or in collusion with other persons.
  - b. **Indirect Loss**  
Loss that is an indirect result of any act or occurrence covered by this insurance including, but not limited to, loss resulting from:
    - (1) Your inability to realize income that you would have realized had there been no loss of, or loss from damage to "money" and "securities".
    - (2) Payment of damages of any type for which you are legally liable. But, we will pay compensatory damages arising directly from a loss covered under this Additional Coverage.

- (3) Payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this Additional Coverage.

**c. Legal Expenses**

Expenses related to any legal action.

**12. Ownership Of Property; Interests Covered**

The property covered under this Additional Coverage is limited to property:

- a. That you own or lease;
- b. That you hold for others; or
- c. For which you are legally liable, except for property inside the premises of a "client" of yours.

However, this coverage is for your benefit only. It provides no rights or benefits to any other person or organization. Any claim for loss that is covered under this coverage must be presented by you.

**13. Valuation – Settlement**

Subject to the Limit of Insurance, we will pay for:

- a. Loss of "money" but only up to and including its face value. We may, at our option, pay for loss of "money" issued by any country other than the United States of America:
  - (1) At face value in the "money" issued by that country; or
  - (2) In the United States of America dollar equivalent determined by the rate of exchange published in The Wall Street Journal on the day the loss was discovered.
- b. Loss of "securities" but only up to and including their value at the close of business on the day that loss was discovered. We may, at our option:
  - (1) Pay the value of such "securities" or replace them in kind, in which event you must assign to us all your rights, title and interest in and to those "securities";
  - (2) Pay the cost of any Lost Securities Bond required in connection with issuing duplicates of the "securities." However, we will be liable only for the payment of so much of the cost of the bond as would be charged for a bond having a penalty not exceeding the lesser of the:
    - (a) Value of the "securities" at the close of business on the day the loss was discovered; or
    - (b) Limit of Insurance.

**J. Business Income Including Extra Expense**

**1. Coverage**

**a. Business Income**

Business Income means the:

- (1) Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred; and
- (2) Continuing normal operating expenses incurred, including payroll.

For manufacturing risks, Net Income includes the net sales value of production.

Business Income includes "Rental Value."

We will pay the actual loss of Business Income you sustain due to the necessary "suspension" of your "operations" during the "period of restoration." The "suspension" must be caused by direct physical loss of or damage to property at the premises described in the Declarations, including personal property in the open (or in a vehicle) within 1,000 feet, caused by or resulting from any Covered Cause of Loss.

**b. Extra Expense**

Extra Expense means necessary expenses you incur during the "period of restoration" that you would not have incurred if there had been no direct physical loss or damage to property caused by or resulting from a Covered Cause of Loss.

We will pay Extra Expense (other than the expenses to repair or replace property) to:

- (1) Avoid or minimize the "suspension" of business and to continue operations at the premises described in the Declarations or at replacement premises or temporary locations, including relocation expenses and costs to equip and operate the replacement location or temporary location;
- (2) Minimize the "suspension" of business if you cannot continue "operations."

We will pay Extra Expense to repair or replace property, but only to the extent it reduces the amount of loss that otherwise would have been payable under this Additional Coverage.



## **2. Additional Coverages**

### **a. Alterations And New Buildings**

We will pay for the actual loss of Business Income you sustain and necessary Extra Expense you incur due to direct physical loss or damage at the described premises caused by or resulting from any Covered Cause of Loss to:

- (1) New buildings or structures, whether complete or under construction;
- (2) Alterations or additions to existing buildings or structures; and
- (3) Machinery, equipment, supplies or building materials located on or within 1,000 feet of the described premises and:
  - (a) Used in the construction, alterations or additions; or
  - (b) Incidental to the occupancy of new buildings.

If such direct physical loss or damage delays the start of "operations," the "period of restoration" for Business Income Coverage will begin on the date "operations" would have begun if the direct physical loss or damage had not occurred.

### **b. Civil Authority**

When a Covered Cause of Loss causes damage to property other than property at the described premises, we will pay for the actual loss of Business Income you sustain and necessary Extra Expense caused by action of civil authority that prohibits access to the described premises, provided both of the following apply:

- (1) Access to the area immediately surrounding the damaged property is prohibited by civil authority as a result of the damage, and the described premises are within that area but are not more than one mile from the damaged property; and
- (2) The action of civil authority is taken in response to dangerous physical conditions resulting from the damage or continuation of the Covered Cause of Loss that caused the damage, or the action is taken to enable a civil authority to have unimpeded access to the damaged property.

Civil Authority Coverage for Business Income will begin 72 hours after the time of the first action of civil authority that prohibits access to the described premises and will apply for a period of up to four consecutive weeks from the date on which such coverage began.

Civil Authority for Extra Expense will begin immediately after the time of the first action of civil authority that prohibits access to the described premises and will end:

- (1) Four consecutive weeks after the date of that action; or
  - (2) When Civil Authority for Business Income ends;
- whichever is later.

### **c. Extended Business Income**

#### **(1) Business Income Other Than "Rental Value"**

If the necessary "suspension" of your "operations" produces a Business Income loss payable under this additional coverage, we will pay for the actual loss of Business Income you incur during the period that:

- (a) Begins on the date property (except "finished stock") is actually repaired, rebuilt or replaced and "operations" are resumed; and
- (b) Ends on the earlier of:
  - (i) The date you could restore your "operations," with reasonable speed, to the level which would generate the "business income" amount that would have existed if no direct physical loss or damage had occurred; or
  - (ii) 30 consecutive days after the date determined in (1)(a) above.

However, Extended Business Income does not apply to loss of Business Income incurred as a result of unfavorable business conditions caused by the impact of the Covered Cause of Loss in the area where the described premises are located.

Loss of Business Income must be caused by direct physical loss or damage at the described premises caused by or resulting from any Covered Cause of Loss.

#### **(2) "Rental Value"**

If the necessary "suspension" of your "operations" produces a "Rental Value" loss payable under this additional coverage, we will pay for the actual loss of "Rental Value" you incur during the period that:

- (a) Begins on the date property is actually repaired, rebuilt or replaced and tenantability is restored; and



(b) Ends on the earlier of:

- (i) The date you could restore tenant occupancy, with reasonable speed, to the level which would generate the "Rental Value" that would have existed if no direct physical loss or damage had occurred; or
- (ii) 30 consecutive days after the date determined in (2)(a) above.

However, Extended Business Income does not apply to loss of "Rental Value" incurred as a result of unfavorable business conditions caused by the impact of the Covered Cause of Loss in the area where the described premises are located.

Loss of "Rental Value" must be caused by direct physical loss or damage at the described premises caused by or resulting from any Covered Cause of Loss.

### 3. Limits of Insurance

The most we will pay for loss under this **Additional Coverage - Business Income Including Extra Expense** in any one occurrence is \$25,000.

Payments under the following additional coverages will not increase the applicable Limit of Insurance:

- a. Alterations and New Buildings;
- b. Civil Authority; or
- c. Extended Business Income.

### 4. Valuation

The following is added to **E.7. Valuation** of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM**:

g. The amount of Business Income loss will be determined based on:

- (1) The Net Income of the business before the direct physical loss or damage occurred;
- (2) The likely Net Income of the business if no loss or damage occurred, but not including any Net Income that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of the Covered Cause of Loss on customers or on other businesses;
- (3) The operating expenses, including payroll expenses, necessary to resume "operations" with the same quality of service that existed just before the direct physical loss or damage; and
- (4) Other relevant sources of information, including:
  - (a) Your financial records and accounting procedures;
  - (b) Bills, invoices and other vouchers; and
  - (b) Deeds, liens or contracts.

h. The amount of Extra Expense will be determined based on:

- (1) All expenses that exceed the normal operating expenses that would have been incurred by "operations" during the "period of restoration" if no direct physical loss or damage had occurred. We will deduct from the total of such expenses:
  - (a) The salvage value that remains of any property bought for temporary use during the "period of restoration" once "operations" are resumed; and
  - (b) Any Extra Expense that is paid for by other insurance, except for insurance that is written subject to the same plan, terms, conditions and provisions as this insurance; and
- (2) Necessary expenses that reduce the Business Income loss that otherwise would have been incurred.

#### i. Loss Payment

We will pay for covered loss within 30 days after we receive the sworn proof of loss, if you have complied with all of the terms of this Additional Coverage and:

- (1) We have reached an agreement with you on the amount of loss; or
- (2) An appraisal award has been made.

#### j. Resumption of Operations

We will reduce the amount of your:

- (1) Business Income loss, other than Extra Expense, to the extent you can resume your "operations," in whole or in part, by using damaged or undamaged property (including merchandise or stock) at the described premises or elsewhere.
- (2) Extra Expense loss to the extent you can return "operations" to normal and discontinue such Extra Expense. If you do not resume "operations," or do not resume "operations" as quickly as possible, we will pay based on the length of time it would have taken to resume "operations" as quickly as possible.



## 5. Limitation – Interruption of Computer Operations

- a. Coverage for Business Income does not apply when action is taken to avoid or minimize a "suspension" of "operations" caused by destruction or corruption of electronic data, or any loss or damage to electronic data, except as provided under the **Additional Coverage – Interruption Of Computer Operations**.
- b. Coverage for Extra Expense does not apply when action is taken to avoid or minimize a "suspension" of "operations" caused by destruction or corruption of electronic data, or any loss or damage to electronic data, except as provided under the **Additional Coverage – Interruption Of Computer Operations**.
- c. Electronic data means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.

## K. Business Income From Dependent Properties

1. We will pay for the actual loss of Business Income you sustain due to the necessary "suspension" of your "operations" during the coverage period. The "suspension" must be caused by direct physical loss of or damage at the premises of a dependent property caused by or resulting from a Covered Cause of Loss.

However, this Additional Coverage does not apply when the only loss to dependent property is loss or damage to electronic data, including destruction or corruption of electronic data. If the dependent property sustains loss or damage to electronic data and other property, coverage under this Additional Coverage will not continue once the other property is repaired, rebuilt or replaced. Electronic data has the meaning set forth in Paragraph 5. **Limitation – Interruption of Computer Operations** included in **Additional Coverage – Business Income Including Extra Expense** of this form.

The most we will pay under this Additional Coverage is \$10,000 in any one occurrence.

2. We will reduce the amount of your Business Income loss, other than Extra Expense, to the extent you can resume "operations," in whole or in part, by using any other available:
  - a. Source of materials; or
  - b. Outlet for your products.
3. If you do not resume "operations," or do not resume "operations" as quickly as possible, we will pay based on the length of time it would have taken to resume "operations" as quickly as possible.
4. Business Income, as it pertains to this **Additional Coverage – Business Income From Dependent Properties**, means:
  - a. Net income (net profit or loss before income taxes) that would have been earned or incurred if no physical loss or damage had occurred, but not including any net income that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of the Covered Cause of Loss; and
  - b. Continuing normal operating expenses incurred, including ordinary payroll.
5. Dependent property means property operated by others whom you depend on to:
  - a. Deliver materials or services to you, or to others for your account. But services does not mean water, communication or power supply services;
  - b. Accept your products or services;
  - c. Manufacture your products for delivery to your customers under contract for sale; or
  - d. Attract customers to your business.

The dependent property must be located in the coverage territory of this policy.

6. The coverage period for Business Income under this Additional Coverage:
  - a. Begins 72 hours after the time of direct physical loss or damage caused by or resulting from any Covered Cause of Loss at the premises of the dependent property; and
  - b. Ends on the date when the property at the premises of the dependent property should be repaired, rebuilt or replaced with reasonable speed and similar quality.
7. The Business Income coverage period, as stated in Paragraph 6., does not include any increased period required due to the enforcement of any ordinance or law that:
  - a. Regulates the construction, use or repair, or requires the tearing down, of any property; or
  - b. Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of "pollutants".

The expiration date of this policy will not reduce the Business Income coverage period.



#### **L. Claims Expenses**

In the event of covered loss or physical damage we will pay up to \$10,000 in any one occurrence as an additional Limit of Insurance to cover reasonable expenses incurred by you at our specific request to assist us in:

1. The investigation of a claim or suit; or
2. The determination of the amount of loss, such as taking inventory, or auditing business records.

#### **M. Inventory Or Appraisal Cost**

We will pay up to \$5,000 each occurrence for the cost of any inventory or appraisal required as a result of direct physical loss or damage to covered property caused by or resulting from a Covered Cause of Loss.

#### **N. Money And Securities**

1. We will pay for loss of "money" and "securities" used in your business caused by "theft," disappearance or destruction. The most we will pay for loss in any one "occurrence" under this coverage is:

- a. \$10,000 for "money" and "securities" while inside the "premises" or a "banking premises."
- b. \$5,000 for "money" and "securities" while in the care and custody of a "messenger."

#### **2. Additional Exclusions Applicable to Money And Securities**

We will not pay for loss as specified below:

- a. Loss resulting from accounting or arithmetical errors or omissions;
- b. Loss resulting from the giving or surrendering of property in any exchange or purchase.
- a. Loss of property contained in any money operated device unless the amount of "money" deposited in it is recorded by a continuous recording instrument in the device.
- d. Loss resulting from any dishonest or criminal act committed by any of your "employees," directors, trustees or authorized representatives:
  - (1) Acting alone or in collusion with other persons; or
  - (2) While performing services for you or otherwise.
- e. Loss of property after it has been transferred or surrendered to a person or place outside the "premises" or "banking premises."
  - (1) On the basis of unauthorized instructions; or
  - (2) As a result of a threat to do:
    - (a) Bodily harm to any person; or
    - (b) Damage to any property.
  - (3) But, this exclusion does not apply to loss of "money" and "securities" while outside the "premises" or "banking premises" in the care and custody of a "messenger" if you:
    - (a) Had no knowledge of any threat at the time the conveyance began; or
    - (b) Had knowledge of a threat at the time the conveyance began, but the loss was not related to the threat.
- f. Loss resulting from your, or anyone acting on your express or implied authority, being induced by any dishonest act to voluntarily part with title to or possession of any property.

#### **3. Additional Conditions**

- a. The reference to "money" and "securities" in Subparagraph **A.2.a. Property Not Covered** of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM** does not apply to the coverage provided by this form.
- b. You must keep records of all "money" and "securities" so we can verify the amount of loss or damage.

#### **O. Off Premises Power Failure – Direct Damage**

1. With respect to coverage provided in this **Additional Coverage – Off Premises Power Failure – Direct Damage**, Exclusion **B.1.e.** of the **CAUSES OF LOSS – SPECIAL FORM** is deleted in its entirety and replaced as follows:

##### **e. Utility Services**

The failure of utility service (other than Power Supply Service) supplied to the described premises, however caused, if the failure occurs away from the described premises. Failure includes lack of sufficient capacity and reduction in supply.

But if the failure of utility service results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

This exclusion does not apply to the Business Income coverage or to Extra Expense coverage. Instead, the Special Exclusion in Paragraph **B.4.a.(1)** applies to these coverages.

2. The following Additional Coverage is added:

**Off Premises Power Failure – Direct Damage**

- a. We will pay for loss of or damage to Covered Property caused by an interruption in Power Supply Service to the described premises. The interruption in Power Supply Service must result from direct physical loss or damage by a Covered Cause of Loss to property that is located off the described premises.
- b. Coverage under this Additional Coverage does not apply to loss or damage to electronic data, including destruction or corruption of electronic data. The term electronic data has the meaning set forth in Paragraph 5. **Limitation – Interruption of Computer Operations** included in **Additional Coverage – Business Income Including Extra Expense** of this form.
- c. Power Supply Service means the following types of property supplying electricity, steam or gas to the described premises:
  - (1) Utility generating plants;
  - (2) Switching stations;
  - (3) Substations;
  - (4) Transformers; and
  - (5) Transmission lines, including overhead transmission lines.
- d. The most we will pay for any one occurrence is \$10,000.

**P. Ordinance Or Law Coverage**

Exclusion **B.1.a. Ordinance Or Law** of the **CAUSES OF LOSS – SPECIAL FORM** is deleted and the following coverage applies:

- 1. Ordinance or Law Coverage applies only if the following is satisfied.
  - a. The ordinance or law:
    - (1) Regulates the demolition, construction or repair of buildings, or establishes zoning or land use requirements at the described premises; and
    - (2) Is in force at the time of loss.But coverage under this endorsement applies only in response to the minimum requirements of the ordinance or law. Losses and costs incurred in complying with recommended actions or standards that exceed actual requirements are not covered under this endorsement.
  - b.
    - (1) The building sustains direct physical damage that is covered under this policy and such damage results in enforcement of the ordinance or law; or
    - (2) The building sustains both direct physical damage that is covered under this policy and direct physical damage that is not covered under this policy, and the building damage in its entirety results in enforcement of the ordinance or law.
    - (3) But if the building sustains direct physical damage that is not covered under this policy, and such damage is the subject of the ordinance or law, then there is no coverage under this additional coverage even if the building has also sustained covered direct physical damage.
  - c. In the situation described in **1.b.(2)** above, we will not pay the full amount of loss otherwise payable under the terms of **Coverage A** and/or **Coverage B and C Combined** of this additional coverage. Instead, we will pay a proportion of such loss; meaning the proportion that the covered direct physical damage bears to the total direct physical damage.  
However, if the covered direct physical damage, alone, would have resulted in enforcement of the ordinance or law, then we will pay the full amount of loss otherwise payable under the terms of **Coverages A** and/or **B and C Combined** of this endorsement.
- 2. Under this coverage, we will not pay for loss due to any ordinance or law that:
  - a. You were required to comply with before the loss, even if the building was undamaged; and
  - b. You failed to comply with.
- 3. Under this coverage, we will not pay for:
  - a. Enforcement of any ordinance or law which requires the demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread or any activity of "fungus," wet or dry rot or bacteria; or
  - b. The costs associated with the enforcement of any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants," "fungus," wet or dry rot or bacteria.



**4. Coverage A: Coverage for Loss to the Undamaged Portion of the Building**

- a. If a Covered Cause of Loss occurs to covered building property at the premises described in the Declarations, we will pay for the loss in value of the undamaged portion of the building as a consequence of enforcement of an ordinance or law that requires demolition of undamaged parts of the same building.
- b. **Coverage A** is included within the Limit of Insurance applicable to the covered building property at the premises described in the Declarations. **Coverage A** does not increase the Limit of Insurance.
- c. Loss will be determined as follows:
  - (1) If the Replacement Cost Coverage Option applies and the property is repaired or replaced, on the same premises or another premises, we will not pay more than the lesser of:
    - (a) The amount you actually spend to repair, rebuild or reconstruct the building, but not for more than the amount it would cost to restore the building on the same premises and to the same height, floor area, style and comparable quality of the original property insured; or
    - (b) The Limit of Insurance shown in the Declarations as applicable to the covered building property.
  - (2) If the Replacement Cost Coverage Option applies and the property is **not** repaired or replaced, or if the Replacement Cost Coverage Option does **not** apply, we will not pay more than the lesser of:
    - (a) The actual cash value of the building at the time of loss; or
    - (b) The Limit of Insurance shown in the Declarations as applicable to the covered building property.

**5. Coverages B: Demolition Cost and C: Increased Cost of Construction (Combined)**

If a Covered Cause of Loss occurs to covered building property, we will pay up to 25 percent (25%) of the Limit of Insurance applicable to building property at the premises described in the Declarations, subject to a maximum limit of \$150,000, for the total of all covered losses (combined) for Demolition Cost and Increased Cost of Construction. Subject to these limits of coverage, the following conditions will apply:

**a. Demolition Cost**

- (1) With respect to the building that has sustained covered direct physical damage, we will pay the cost to demolish and clear the site of undamaged parts of the same building, as a consequence of enforcement of an ordinance or law that requires demolition of such undamaged property.
- (2) The Coinsurance Additional Condition does not apply to Demolition Cost.
- (3) We will not pay more than the amount you actually spend to demolish and clear the site of the premises described in the Declarations.

**b. Increased Cost of Construction**

- (1) With respect to the building that has sustained covered direct physical damage, we will pay the increased cost to:
  - (a) Repair or reconstruct damaged portions of that building property; and/or
  - (b) Reconstruct or remodel undamaged portions of that building property, whether or not demolition is required; when the increased cost is a consequence of enforcement of the minimum requirements of the ordinance or law.However:
  - (a) This coverage applies only if the restored or remodeled property is intended for similar occupancy as the current property, unless such occupancy is not permitted by zoning or land use ordinance or law.
  - (b) We will not pay for increased cost of construction if the building is not repaired, reconstructed or remodeled. The Coinsurance Additional Condition does not apply to Increased Cost of Construction.
- (2) When covered building property is damaged or destroyed by a Covered Cause of Loss and Increased Cost of Construction applies to that property in accordance with **b.(1)** above, coverage for the Increased Cost of Construction also applies to repair or reconstruction of the following, subject to the same conditions stated in **b.(1)**:
  - (a) The cost of excavations, grading, backfilling and filling;
  - (b) Foundation of the building;
  - (c) Pilings; and
  - (d) Underground pipes, flues and drains.

The items listed in **(2)(a)** through **(2)(d)** above are deleted from Property Not Covered, but only with respect to the coverage described in this provision **5.b**.

- (3) Loss Payment will be determined as follows:



- (a) We will not pay:
  - (i) Until the property is actually repaired or replaced, at the same or another premises; and
  - (ii) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.
- (b) If the building is repaired or replaced at the same premises, or you elect to rebuild at another premises, the most we will pay is the increased cost of construction at the same premises.

**Q. Outdoor Signs**

1. We will pay for direct physical loss of or damage to all Outdoor Signs at the premises described in the Declarations:
  - a. owned by you; or
  - b. owned by others but in your care, custody or control.
2. None of the exclusions in Section **B. Exclusions** of the **CAUSES OF LOSS – SPECIAL FORM** apply to Outdoor Signs provided under this coverage except:
  - a. **B.1.c. Governmental Action;**
  - b. **B.1.d. Nuclear Hazard;** and
  - c. **B.1.f. War and Military Action.**
3. We will not pay for loss or damage caused by or resulting from:
  - a. wear and tear;
  - b. hidden or latent defect;
  - c. rust;
  - d. corrosion; or
  - e. mechanical breakdown.

The most we will pay for loss of or damage in any one occurrence is \$10,000.

**R. Recharging Of Fire Extinguishers**

We will pay for expenses you incur for the recharging of Fire Extinguishers made necessary by the fighting of a fire at the premises described in the Declarations or adjacent to such property.

The most we will pay for any one occurrence is \$5,000.

**S. Unauthorized Business Card Use**

We will pay for the loss of "money" resulting from theft, forgery or unauthorized use of credit, debit or charge cards issued in the business name to you, your partners or officers, including:

1. Fund transfer cards;
2. Charge plates; and
3. Telephone cards.

The most we will pay under this Additional Coverage during each 12 month period of this policy (including any extension of less than one year), is \$5,000.

We will not pay for loss resulting from the use of any credit, debit or charge card if not customarily used in your business.

**T. Forgery Or Alteration**

1. We will pay for loss resulting directly from "forgery" or alteration of checks, drafts, promissory notes, or similar written promises, orders or directions to pay a sum certain in "money" that are:
  - (a) Made or drawn by or drawn upon you; or
  - (b) Made or drawn by one acting as your agent;
 or that are purported to have been so made or drawn.  
 For the purposes of this Insuring Agreement, a substitute check as defined in the Check Clearing for the 21st Century Act shall be treated the same as the original it replaced.
2. If you are sued for refusing to pay any instrument covered in Paragraph 1. above, on the basis that it has been forged or altered, and you have our written consent to defend against the suit, we will pay for any reasonable legal expenses that you incur and pay in that defense.
3. The most we will pay for any loss in any one "occurrence" including legal expenses is \$10,000.

**U. Salespersons Samples**

1. We will pay for loss of or damage to Covered Property from a Covered Cause of Loss to samples (including their containers) of your stock in trade that are:
  - (a) Owned by you; or

(b) The property of others for which you are legally liable.

But this coverage applies only while such property is:

(a) In the custody of your salespersons or authorized sales representatives;

(b) In your custody, if you are an individual, while you are acting as a salesperson; or

(c) In due course of transit to or from your premises and your salespersons or authorized sales representatives.

### 3. Additional Exclusion Applicable to Salespersons Samples

We will not pay for loss as specified below:

Theft from an unattended vehicle unless at the time of theft, its windows, doors and compartments were closed and locked and there are visible signs that the theft was the result of forced entry.

4. The most we will pay under this coverage is \$2,500 in any one occurrence.

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## Inland Marine Coverages

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The following coverages are added under **4. Additional Coverages** of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM**. The Additional Condition, Coinsurance, does not apply to these coverages.

### A. Installation Coverage

#### 1. Coverage

a. We will pay for loss of or damage to the following property:

(1) Materials, supplies, equipment, machinery and fixtures owned by you or in your care, custody or control, and which are to be installed by you or at your direction; and

(2) Temporary structures built or assembled by you on site, including cribbing, scaffolding and construction forms.

This property is covered while:

(1) At any job site you do not own, lease or operate;

(2) Awaiting and during installation, or awaiting acceptance by the purchaser;

(3) At a "temporary storage location."

But property in transit is not covered except as provided under Property Extension – Property In Transit.

b. This Additional Coverage does not apply to:

(1) An existing building or structure to which an addition, alteration, improvement or repair is being made;

(2) Property stored at a permanent warehouse or storage yard that you own;

(3) A plan, blueprint, design or specification; and

(4) Machinery, tools, equipment, supplies or similar property that will not become a permanent part of the project. This includes contractors equipment and other tools belonging to a contractor or sub-contractor.

c. We will not pay for loss or damage caused by or resulting from any of the following:

(1) The cost to make good or replace faulty or defective materials or workmanship;

(2) Penalties for noncompletion or non-compliance with any contract terms or conditions;

(3) Testing including stand-up performance, stress, pressure, overload testing of the covered property;

(4) A fault, defect, deficiency, error or omission in a plan, blueprint, design or specification; or

(5) The weight of a load when it exceeds the designed capacity of any property covered under this Additional Coverage to lift, move or support the load from any position.

#### 2. The following is added to **E.7. Valuation** of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM**:

f. As respects your materials, supplies, machinery, fixtures and equipment and similar property of others in your care, custody or control which will become a permanent part of your installation, fabrication or erection project, the value of covered property may be valued as follows:

(1) **Actual Cost to Repair, Replace or Rebuild.** The value of covered property will be based on the lesser of the following accounts:

(a) The actual cost to repair, replace or rebuild the covered property with materials of like kind and quality. The actual cost may include material, labor and reasonable overhead expenses; or

(b) The amount you actually spend to repair, replace or rebuild the covered property.



This valuation provision does not apply to Paragraphs (2) or (3) below.

- (2) **Pair or Set.** The value of a lost or damaged article which is part of a pair or set is based on a reasonable proportion of the value of the entire pair or set. The loss is not considered a total loss of the pair or set.
- (3) **Loss to Parts.** The value of a lost or damaged part of an item that consists of several parts when it is complete is based on the value of only the lost or damaged part or the cost to repair or replace it.

**3. Limit of Insurance**

The most we will pay for loss or damage to property covered under this Additional Coverage is \$10,000 per occurrence. This is the most we will pay regardless of:

- a. The number of job sites you do not own, lease or operate; or
- b. "Temporary storage locations."

**4. With respect to this coverage, Installation Coverage, Section D. Deductible of the BUILDING AND PERSONAL PROPERTY COVERAGE FORM is deleted and replaced by the following:**

**D. Deductible**

We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds \$500. We will then pay the amount of loss or damage in excess of \$500 up to the applicable limit of insurance.

**5. Paragraph e. of C.1. Limitations of the CAUSES OF LOSS – SPECIAL FORM is replaced by the following:**

- e. Property that is missing, where the only evidence of the loss or damage is a shortage disclosed on taking inventory, or other instances where there is no physical evidence to show what happened to the property.  
But, this limitation does not apply to covered property in the custody of a carrier for hire.

**6. The following are added to F. Additional Conditions of the BUILDING AND PERSONAL COVERAGE FORM:**

**3. Carriers for Hire**

You may accept bills of lading or shipping receipts issued by carriers for hire that limit their liability to less than the actual cash value of the covered property.

**4. Coverage provided under the Installation Coverage will end when one of the following first occurs:**

- (1) This policy expires or is cancelled;
- (2) The property covered under this Additional Coverage is accepted by the purchaser;
- (3) Your interest in the property covered under this Additional Coverage ceases;
- (4) You abandon the project to be performed by you for the purchaser, with no intention to complete it;
- (5) 90 days after the project to be performed by you for the purchaser is completed, unless we specify a different date in writing.

**B. Contractors Equipment Coverage**

**1. Your "Small Tools" and "Small Tools" Owned by Your Employees**

We will pay for your "small tools" and "small tools" owned by your employees. The most we will pay is as follows:

Limit for Your "Small Tools":	\$5,000. (maximum limit per item \$1,000)
Limit for "Small Tools" Owned by Your Employees:	\$1,000. (maximum limit per item \$250)

**Leased and Rented Equipment**

We will pay for contractors' equipment that is leased or rented from others to you. Contractors' equipment means machinery, equipment, and tools of a mobile nature that you use in your contracting, installation, erection, or moving operations or projects. The most we will pay for property leased or rented from others is \$5,000.

**a. Coverage applies only to covered property while:**

- (1) At the described premises;
- (2) On a "client's" premises; or
- (3) In transit directly between the described premises and a "client's" premises and while in a motor vehicle owned, leased or operated by the named insured.

**b. The coverage provided by this Additional Coverage applies only to loss caused by or resulting from the following causes of loss and only if they are Covered Causes of Loss:**

- (1) Fire;
- (2) Lightning;
- (3) Explosion;
- (4) Aircraft;



- (5) Vandalism and malicious mischief; or
- (6) Theft.
- c. The following is added to **A.2. Property Not Covered** of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM**:
  - r. Property while stored or operated underground in connection with any mining operations.
- d. The following is added to Paragraph 2. of **B. Exclusions** of the **CAUSES OF LOSS - SPECIAL FORM**:
  - n. We will not pay for loss or damage caused by puncture, blowout and road damage to tires and tubes mounted on vehicles. However, we do pay for puncture, blowout or road damage caused by a specified peril.
  - o. We will not pay for loss caused by humidity, dampness, dryness or changes in or extremes of temperature.
  - p. We will not pay for loss caused by the weight of a load which, under the operating conditions at the time of a loss, exceeds the registered lifting capacity of any equipment or machine.
  - q. We will not pay for loss due to theft or mysterious disappearance from any vehicle or attached container. We will pay for loss due to burglary when there are signs of forcible entry to a locked vehicle or container.
- e. **E.7. Valuation** of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM** is deleted and replaced by the following:
  - 7. **Valuation**  
We will determine the value of covered property in the event of loss or damage as follows:
    - a. At actual cash value at the time of the loss (with a deduction for depreciation) except as provided in Paragraphs **b.** and **c.** following.
    - b. **Pair or Set.** The value of a lost or damaged article which is part of a pair or set is based on a reasonable proportion of the value of the entire pair or set. The loss is not considered a total loss of the pair or set.
    - c. **Loss to Parts.** The value of a lost or damaged part of an item that consists of several parts when it is complete is based on the value of only the lost or damaged part or the cost to repair or replace it.

## 2. Rental Reimbursement

In the event of loss by a covered peril to covered contractors' equipment that you own, we will reimburse you for your expense to rent similar equipment while your equipment is inoperable. The most we will reimburse you for rental reimbursement expenses is \$1,000. We will continue to reimburse you for the rental of equipment after the expiration date of this coverage provided the loss occurred before the expiration date.

We will not reimburse you:

- a. If you can continue or resume your operations with similar equipment that is available to you at no additional expense to you; or
- b. For the rental expense of any equipment unless you make every reasonable effort to repair, replace or rebuild the inoperable equipment after the covered loss occurs.

- 3. With respect to this Additional Coverage, **Contractors Equipment Coverage**, Section **D. Deductible** of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM** is deleted and replaced by the following:

### D. Deductible

We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds \$500. We will then pay the amount of loss or damage in excess of \$500 up to the applicable limit of insurance.

We will not reimburse you for the rental of equipment until after 72 hours have passed since the covered property was rendered inoperable. After 72 hours have passed, we will only reimburse you for the rental expense that you actually incur.

The deductible of \$500 does not apply to rental reimbursement expenses.

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## General Liability Additional Coverages

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The following Additional Coverages are added to the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**.

### A. Blanket Additional Insured Coverage

- 1. **SECTION II – WHO IS AN INSURED** of the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** is amended to include as an insured any person or organization (referred to as Additional Insured) whom you are required to add as an Additional Insured on this policy under:
  - a. A written contract or agreement; and
  - b. Where a certificate of insurance showing that person or organization as an additional insured has been issued; and



- c. When the written contract or agreement and certificate of insurance are currently in effect or becoming in effect during the term of the policy and executed prior to the "bodily injury," "property damage," or "personal and advertising injury."
- 2. The insurance provided to the Additional Insured is limited as follows:
  - a. The Additional Insured is only an additional insured for:
    - (1) "Bodily injury," "property damage," or "personal and advertising injury" caused in whole or in part by negligent acts or omissions of the Named Insured or anyone directly or indirectly employed by the Named Insured or for whose acts a Named Insured may be liable.
    - (2) Liability arising out of your ongoing operations for the Additional Insured by or for you. A person's or organization's status as an insured under this coverage ends when your operations for that insured are completed.
  - b. The Limits of Insurance applicable to the Additional Insured are those specified in the written contract or agreement but not more than the Limits of Insurance specified in the Declarations for this policy. The Limits of Insurance applicable to the Additional Insured are inclusive of and not in addition to the Limits of Insurance shown in the Declarations for the Named Insured.
- 3. In addition to the other exclusions applicable to **Section I, Coverages A., B. and C. of the COMMERCIAL GENERAL LIABILITY COVERAGE FORM**, the insurance provided to the Additional Insured does not apply to:
  - a. "Property damage" to:
    - (1) Property owned, used, occupied by, loaned or rented to the Additional Insured;
    - (2) Property in the care, custody or control of the Additional Insured or over which the Additional Insured are for any purpose exercising physical control; or
    - (3) "Your work" performed for the Additional Insured.
  - b. "Bodily injury," "property damage," or "personal and advertising injury" arising out of an architect's, engineer's or surveyor's rendering or failure to render any professional services for you, for the Additional Insured or for others, including, but not limited to:
    - (1) The preparing, approving or failure to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
    - (2) Supervisory, inspection or engineering services.
  - c. "Bodily injury" or "property damage" occurring after:
    - (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured at the site of the covered operations has been completed; or
    - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- 4. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 4. Other Insurance**, is amended to add the following subparagraph:
  - d. **Additional Insured's Other Insurance As Excess Insurance**  
 To the extent required by an "insured contract," this insurance is primary on behalf of the Additional Insured; and any other insurance maintained by the Additional Insured is excess and not contributory with this insurance. If the "insured contract" does not require this provision, then Paragraph a. above will apply.

**B. Mobile Equipment Broadened Coverage**

**V.12.f.(1)** of the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** is replaced by the following:

(1) Equipment designed primarily for:

- (a) Snow Removal;
- (b) Road maintenance, but not construction or resurfacing; or
- (c) Street cleaning.

Except the above provisions do not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight which are not intended for use on a highway.

**C. Aggregate Limit Per Project**

The General Aggregate Limit under **SECTION III – LIMITS OF INSURANCE** of the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** applies separately to each of your projects away from premises owned by or rented to you.



**D. Blanket Waiver Of Transfer Of Rights Of Recovery Against Others To Us**

The **Transfer Of Rights Of Recovery Against Others To Us** Condition (**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**) is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization to whom you by written contract or written agreement have waived your own right or recovery for loss caused by that person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract or written agreement with that person or organization and included in the "products-completed operations hazard."

This provision does not apply unless the written contract or written agreement has been executed prior to the "occurrence" or offense giving rise to the "bodily injury" or "property damage."

**E. Voluntary Property Damage Coverage**

1. We will, at your request, pay but not defend any claim for "property damage" to the property of others otherwise excluded under **A.2.j.(4), (5) and (6)** of the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** provided that:
  - a. Such "property damage" takes place while such property is in your care, custody or control, or is property of others over which you, for any purpose, are exercising or have exercised physical control; and
  - b. Such "property damage" takes place away from any premises you own, rent or lease; and
  - c. Such "property damage" takes place within the "coverage territory" and during the policy term; and
  - d. Such "property damage" takes place only during your operations that are known to us, are scheduled on the policy and for which a premium has been charged.
2. The insurance under this additional coverage does not apply to "property damage" to property:
  - a. Held by you for servicing, repair, storage or sale at premises owned by, rented or leased to you;
  - b. While being transported by or caused by the ownership, maintenance, operation, use, "loading or unloading" of any "auto," watercraft or aircraft; or
  - c. Owned or occupied by or rented to you.

**3. Deductible**

This additional coverage will apply only to that amount of any loss in each "occurrence" that exceeds \$500.

The terms of the policy with respect to your duties in the event of "occurrence," claim or "suit" and the Company's right to investigate, negotiate and settle any claim or "suit" apply irrespective of the application of the deductible amount of \$500.

We may pay any part or all of the deductible amount of \$500 to effect settlement of any claim or "suit." Upon notification of the action taken, you must promptly reimburse us for such part of the deductible amount as has been paid by us.

**4. Limits of Liability**

The Limit of Liability for this additional coverage shall not exceed \$2,500 for each "occurrence" and is the limit of the Company's liability for all damages on account of each claim or "suit" covered herein. The annual aggregate Limit of Liability is \$2,500 and is, subject to the above provisions respecting each claim, the total limit of the Company's liability for all damages.

**5. Settlement**

In the event of loss covered by this additional coverage, you shall, if requested by us, replace the property or furnish the labor and materials necessary for repairs thereto at actual cost to you, excluding prospective profit or overhead charges of any nature. Any property so paid for or replaced shall, at our option, become the property of the Company. Payment hereunder shall not constitute an admission of liability of you or, except as stated herein, of the Company.

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**Additional Conditions**

**A. Insurance Under Two Or More Coverages**

The following is added to Paragraph **C. Insurance under Two or More Coverages** of the **COMMERCIAL PROPERTY CONDITIONS**:

If a Coverage Form is attached to this policy that provides a limit for any coverage provided by this endorsement; the limit shown in the **SCHEDULE** and the coverage provided by this endorsement are deleted and replaced by the limit and coverage provided by the Coverage Form.

**B. Limits Of Insurance**

Regardless of the number of buildings at a location covered by this endorsement, the most we will pay under this Coverage Enhancement endorsement in any one occurrence is the applicable Limits of Insurance shown in the **SCHEDULE** on page 1 of this endorsement.

### C. Deductibles

The Deductible described in section **D.** of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM** applies to each of the Coverage Enhancements except as shown below:

We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds \$500. We will then pay the amount of loss or damage in excess of \$500 up to the applicable Limit of Insurance for the following enhancements:

1. Personal Effects and Property of Others
2. Valuable Papers and Records (Other than Electronic Data)
3. Property Off-Premises (Including Laptops and Other Electronic Equipment)
4. Outdoor Property (Named Perils)
5. Accounts Receivable
6. Property in Transit (Including Laptops and Other Electronic Equipment)
7. Fine Arts
8. Electronic Data
9. Water Back-Up and Sump Overflow
10. Employee Theft
11. Money and Securities
12. Forgery or Alteration

No deductible provisions apply to the following enhancements:

1. Fire Department Service Charge
2. Arson Reward
3. Claims Expenses
4. Inventory or Appraisal Cost
5. Recharging of Fire Extinguishers
6. Rental Reimbursement

### D. Additional Definitions

The following **Additional Definitions** apply to this endorsement only:

1. **"Banking Premises"** means the interior of that portion of any building occupied by a banking institution or similar safe depository.
2. **"Business Income"** means the:
  - a. Net income (Net Profit or Loss before income taxes) that would have been earned had no loss occurred; and
  - b. Continuing normal operating expenses incurred, including payroll.For manufacturing risks, Net Income includes the net sales value of production.
3. **"Client"** as used in **Employee Theft** Coverage means any entity for whom you perform services under a written agreement.
4. **"Client"** as used in **Contractors Equipment** Coverage means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.
5. **"Employee"** as used in **Employee Theft** and **Money And Securities** Coverages means:
  - a. **"Employee"** means:
    - (1) Any natural person:
      - (a) While in your service or for 30 days after termination of service;
      - (b) Who you compensate directly by salary, wages or commissions; and
      - (c) Who you have the right to direct and control while performing services for you;
    - (2) Any natural person who is furnished temporarily to you:
      - (a) To substitute for a permanent **"employee"** as defined in Paragraph (1) above, who is on leave; or
      - (b) To meet seasonal or short-term work load conditions;  
while that person is subject to your direction and control and performing services for you, excluding, however, any such person while having care and custody of property outside the **"premises"**;



- (3) Any natural person who is leased to you under a written agreement between you and a labor leasing firm, to perform duties related to the conduct of your business, but does not mean a temporary employee as defined in Paragraph (2) above;
  - (4) Any natural person who is your director or trustee while that person is handling **"money"** or **"securities."**
  - (5) Any natural person who is a former **"employee,"** director, partner, member (an owner of a limited liability company represented by its membership interest, who also may serve as a manager), manager (a person serving in a directorial capacity for a limited liability company), representative or trustee retained as a consultant while performing services for you; or
  - (6) Any natural person who is a guest student or intern pursuing studies or duties, excluding, however, any such person while having care and custody of **"money"** or **"securities"** outside the **"premises."**
- b. **"Employee"** does not mean:
- (1) Any agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
  - (2) Any manager (a person serving in a directorial capacity for a limited liability company), director or trustee except while performing acts coming within the scope of the usual duties of an **"employee."**
6. **"Extra Expense"** means necessary expenses you incur during the **"period of restoration"** that you would not have incurred if there had been no direct physical loss or damage to property caused by or resulting from a Covered Cause of Loss. Coverage pertains to expenses (other than the expense to repair or replace property) which are incurred to
- a. Avoid or minimize the **"suspension"** of business and to continue **"operations"** at the described premises or at replacement premises or temporary locations, including relocation expenses and costs to equip and operate the replacement location or temporary location.
  - b. Minimize the **"suspension"** of business if you cannot continue **"operations."**
7. **"Fine Arts"** means paintings, etchings, pictures, tapestries, art glass windows, valuable rugs, statuary, marbles, bronzes, antique furniture, rare books, antique silver, manuscripts, porcelains, rare glass, bric-a-brac, and similar property of rarity, historical value or artistic merit.
8. **"Finished Stock"** means stock you have manufactured. Finished stock also includes whiskey and alcoholic products being aged.
9. **"Forgery"** means the signing of the name of another person or organization with intent to deceive; it does not mean a signature which consists in whole or in part of one's own name signed with or without authority, in any capacity, for any purpose.
10. **"Loss"** as used in the **Accounts Receivable** Extension means accidental loss or damage.
11. **"Manager"** as used in **Employee Theft** Coverage means a person serving in a directorial capacity for a limited liability company.
12. **"Messenger"** means you, any of your partners or any employee while having care and custody of the property outside the **"premises."**
13. **"Money"** means:
- a. Currency, coins and bank notes whether or not in current use; and
  - b. Travelers checks, register checks and money orders held for sale to the public.
14. **"Occurrence"** as used in the **Money And Securities** Coverage means an act or series of related acts involving one or more persons; or an act or event, or a series of related acts or events not involving any person.
15. **"Occurrence"** as used in the **Forgery Or Alteration** Coverage means all loss caused by any person or in which that person is involved, whether the loss involves one or more instruments.
16. **"Operations"** as used in the **Business Income Including Extra Expense** and **Business Income From Dependent Properties** Coverages **"Extra Expense"** Definition means your business activities occurring at the address shown in the Declaration that you occupy for your business.
17. **"Period of Restoration"** means the period of time that:
- a. Begins with the date of direct physical loss or damage caused by or resulting from any Covered Cause of Loss at the described premises; and
  - b. Ends on the date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality.
- "Period of Restoration"** does not include any increased period required due to the enforcement of any ordinance of law that:
- (1) Regulates the construction, use or repair, or requires the tearing down of any property; or

(2) Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **"pollutants."**

18. **"Pollutants"** as used in the **Business Income From Dependent Properties** Coverage and the **"Period of Restoration"** Definition means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
19. **"Premises"** as used in the **Money And Securities** Coverage and **"Employee"** and **"Messenger"** Definitions means the interior of that portion of any building you occupy in conducting your business.
20. **"Premises"** as used in the **Accounts Receivable** Extension means that interior of the building at the address shown in the Declarations that you occupy for your business.
21. **"Rental Value"** means the:
- a. Total anticipated rental income from tenant occupancy of the premises described in the Declarations as furnished and equipped by you, and
  - b. Amount of all charges which are the legal obligation of the tenant(s) and which would otherwise be your obligations, and
  - c. Fair rental value of any portion of the described premises which is occupied by you.
22. **"Securities"** means negotiable and non-negotiable instruments or contracts representing either **"money"** or other property and include:
- a. Tokens, tickets, revenue and other stamps whether or not in current use; and
  - b. Evidences of debt issued in connection with credit or charge cards, which are not of your own issue but does not include **"money."**
23. **"Small Tools"** means any tool which can be moved easily by one person without mechanical assistance and/or can be hand held for the purpose of doing labor.
24. **"Suspension"** means the slowdown or cessation of your business activities.
25. **"Temporary Storage Location"** means a location where property that is to become a permanent part of a completed project is stored while waiting to be delivered to the job site:
- a. That you do not own, lease or operate; and
  - b. Where work is in progress, or will begin in 30 days.
26. **"Theft"** as used in the **Employee Theft** and **Money And Securities** Coverages means the unlawful taking of **"money"** or **"securities"** to the deprivation of the insured.

All Other Conditions of this Policy apply.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **COMMERCIAL AUTO COVERAGE FORM ENHANCEMENT ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

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

**A. SECTION II – LIABILITY COVERAGE, A.1. Who Is An Insured**, is amended by the addition of the following:

#### **1. Broadened Named Insured**

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, and there is no other similar insurance available to that organization.

However, insurance provided by this provision:

- a. Is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization;
- c. Does not apply to an insured under any other automobile liability policy, or would be an insured under such a policy but for the exhaustion of such policy's limits of insurance or the termination of such policy; and
- d. No newly acquired or formed organization is an insured with respect to any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

#### **2. Blanket Additional Insured**

Any person or organization with respect to the operation, maintenance, or use, of a covered "auto" that you are required to include as additional insured on the Coverage Form in a written agreement or written "insured contract" that is signed and executed by you before the "bodily injury" or "property damage" occurs.

However, such person or organization is an insured:

- a. Only for "bodily injury" or "property damage" caused by an "accident" which takes place after you executed the written agreement or written "insured contract";
- b. Is in effect during the policy period; and
- c. Only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

### **B. Employee Hired Autos**

**1. SECTION II – LIABILITY COVERAGE, A.1. Who Is An Insured**, is amended by the addition of the following:

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

**2. Under SECTION IV – BUSINESS AUTO CONDITIONS, B.5., Other Insurance**, Paragraph b. is deleted and replaced with the following:

- b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:  
(1) Any covered "auto" you lease, hire, rent or borrow; and



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

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

If Employee Hired Autos Coverage Form **CA 20 54** is attached to this policy, then the Employee Hired Autos coverage described above does not apply.

**C. Supplementary Payments**

Under **SECTION II – LIABILITY COVERAGE, A.2., Coverage Extensions, a. Supplementary Payments**, Paragraphs **a.(2)** and **a.(4)** are deleted and replaced by the following:

- (2) Up to \$2,500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

**D. Transportation Expenses**

Under **SECTION III – PHYSICAL DAMAGE COVERAGE, A.4., Coverage Extensions, a. Transportation Expenses** is deleted in its entirety and replaced with the following:

**a. Transportation Expenses**

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage, including Theft Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

**E. Loss Of Use Expenses**

Under **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions**, the last paragraph under **b. Loss Of Use Expenses** is replaced as follows:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$1,000.

**F. Theft Expense**

Under **SECTION III – PHYSICAL DAMAGE COVERAGE, A.4., Coverage Extensions**, the following is added:

If Comprehensive Coverage is purchased on a covered "auto", and that covered "auto" is stolen, we will pay the expense of returning that stolen auto to you. The limit for this coverage extension is \$1,000.

**G. Rental Agency Expense**

Under **SECTION III – PHYSICAL DAMAGE COVERAGE, A.4., Coverage Extensions**, the following is added:

We will pay the following expenses that you or any of your "employees" are legally obligated to pay because of a written contract or written agreement entered into for use of a rental vehicle in the conduct of your business:

Maximum amount we will pay for any one written contract or written agreement:

1. \$2,500 for loss of income incurred by the rental agency during the period of time that vehicle is out of use due as a result of actual damage to, or "loss" of, that vehicle, including income lost due to absence of that vehicle for use as a replacement;
2. \$2,500 for decrease in trade-in value of the rental vehicle because of actual damage to that vehicle arising out of a covered "loss"; and
3. \$2,500 for administrative expenses incurred by the rental agency, as stated in the written contract or written agreement.
4. Maximum total amount payable under Paragraphs 1., 2. and 3. combined is \$7,500.

**H. Hired Auto Physical Damage**

Under **SECTION III – PHYSICAL DAMAGE COVERAGE, A.4., Coverage Extensions**, the following is added:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes Of Loss, or Collision Coverage as provided under this Coverage Part, then coverage is extended to "autos" you hire without a driver, subject to the following:

1. The most we will pay for "loss" to any hired "auto" is \$35,000 or the actual cash value or cost to repair or replace, whichever is less, minus a deductible.
2. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage.

Coverage provided by this extension applies only to "autos" you hire of the private passenger type or light truck (gross vehicles weight 10,000 pounds or less) type vehicles.

If a limit for Hired Auto – Physical Damage is shown in the Declarations, then that limit replaces, and is not added to, the \$35,000 limit indicated above.

**I. Airbag Coverage**

Under **SECTION III – PHYSICAL DAMAGE COVERAGE, B. Exclusions**, Paragraph 3.a. is replaced as follows:

- a. Wear and tear, freezing, mechanical or electrical breakdown. However, mechanical or electrical breakdown does not apply to the unintended discharge of an airbag. Any loss covered under this provision is excess over any other collectible insurance or warranty.

**J. Glass Breakage**

Under **SECTION III – PHYSICAL DAMAGE COVERAGE, D., Deductible**, the following is added:

However, if Comprehensive or Specified Causes Of Loss Coverage is purchased on a covered "auto", any deductible shown in the Declarations as applying to the covered "auto" will not apply to glass breakage if the damaged glass is repaired in a manner acceptable to us rather than replaced.

**K. Rental Reimbursement**

**SECTION III – PHYSICAL DAMAGE COVERAGE** is amended by the addition of the following:

If Physical Damage Coverage for which a premium is shown, is designated in the Declarations for a covered "auto" we will provide Rental Reimbursement Coverage.

1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductible applies to this coverage.
2. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
  - a. 30 days; or
  - b. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you.
3. Our payment is limited to the lesser of the following amounts:
  - a. \$40 any one day; or
  - b. Necessary and actual expenses incurred.
4. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
5. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under Paragraph **A.4. Coverage Extensions, a. Transportation Expenses**.

If Rental Reimbursement Coverage Form **CA 99 23** is attached to this policy, then the Rental Reimbursement Coverage described above does not apply.

**L. Blanket Waiver of Subrogation**

Under **SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions**, Paragraph 5., **Transfer Of Rights Of Recovery Against Others To Us**, is amended by the addition of the following:

We will, however, waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract".



This provision does not apply unless the permit has been issued or the written contract or written agreement has been executed, prior to the "bodily injury" or "property damage".

**M. Unintentional Failure To Disclose Hazards**

Under **SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, Paragraph 2. Concealment, Misrepresentation Or Fraud**, is amended by the addition of the following:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

**N. Duties In The Event Of Accident, Claim, Suit Or Loss**

Under **SECTION IV – BUSINESS AUTO CONDITIONS, A.2. Duties In The Event Of Accident, Claim, Suit Or Loss**, Paragraph 2.a., is deleted and replaced with the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss" after it becomes known to:

- (1) You, if you are an individual;
- (2) A partner or member, if you are a partnership or joint venture;
- (3) A member or manager, if you are a limited liability company; or
- (4) An executive officer or insurance manager if you are an organization other than a partnership, joint venture or limited liability company.

Notice should include the following:

- (1) How, when and where the "accident" or "loss" occurred;
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

Your "employees" may know of an "accident", claim, "suit" or "loss". This will not mean that you have such knowledge of an "accident", claim, "suit" or "loss".



# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2019-225

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<b>File ID:</b>	AB2019-225	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	04/09/2019	<b>Entered by:</b>	ESchlehu@co.whatcom.wa.us		
<b>Department:</b>	Public Works Department	<b>File Type:</b>	Contract		

**First Assigned to:** Council Finance and Administrative Services Committee

<b>Agenda Date:</b>	04/23/2019	<b>Next Mtg. Date:</b>	<b>Hearing Date:</b>
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Primary Contact Email: sdraper@co.whatcom.wa.us

### TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to award Bid #19-24 and enter into a contract between Whatcom County and Lakeside Industries, Inc., for annual hot mix asphalt prelevel work in an amount not to exceed \$1,137,999.00

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachments

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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:** Memo-Bid #19-24 Hot Mix Asphalt, Bid #19-24 Hot Mix Asphalt Prelevel

**Final Action:**  
**Enactment Date:**  
**Enactment #:**

WHATCOM COUNTY  
PUBLIC WORKS DEPARTMENT  
901 W. Smith Road  
Bellingham, WA 98226-9610




EQUIPMENT SERVICES DIVISION  
Phone (360) 778-6400  
Fax (360) 778-6401  
Eric L. Schlehuber, Division  
Manager

## MEMORANDUM

**TO:** The Honorable Jack Louws, County Executive &  
Honorable Members of the Whatcom County Council

**THROUGH:** Jon Hutchings, Public Works Director

**FROM:**  Eric L. Schlehuber, Public Works Equipment Services Manager  
Andy Bowler, Public Works Maintenance & Operations Superintendent

**DATE:** April 8, 2019

**RE:** Bid #19-24, 2019 Hot Mix Asphalt Prelevel at Various Location; Construction Contract Award

---

### ▪ Requested Action

Approval requested to award the bid and subsequent standard construction contract for the 2019 Hot Mix Asphalt Prelevel at Various Locations to the lowest responsive bidder, Lakeside Industries Inc. in Bellingham, Washington, in an amount not to exceed \$1,137,999.00.

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

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

### ▪ Background and Purpose

Bids were duly advertised and submitted for the annual hot mix asphalt prelevel at various locations. As part of the annual maintenance and repair on various county roads and on county road projects, the Public Works Maintenance and Operations Division contracts out the prelevel project. Two bid responses were received Tuesday, March 26, 2019. See the attached Bid Tabulation sheet for details on the two bid proposals received and the Project Location Summary with Quantities sheet for details on the specific locations around the County proposed for the prelevel project. Factoring in costs for mobilization, signing and traffic control, pavement repair, seeded lawn installation, and hot mix asphalt (prelevel 3/8"), Lakeside Industries Inc. is the overall lowest responsive and responsible bidder for the 2019 Hot Mix Asphalt Prelevel Project.

### ▪ Funding Amount and Source

These are regularly budget expenditures for prelevel and \$850,000.00 was approved in the 2019 Road Fund budget. Public Works has adequate funds within the existing approved Road Fund budget to cover the overage of \$287,999.00, and will transfer the funds accordingly to cover this contract.




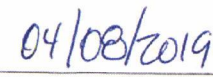
▪ **Recommended Action**

Please approve this purchase and forward to the Executive and the Whatcom County Council for approval at the April 23, 2019 Whatcom County Council Meeting. Please contact Andy Bowler at extension 6417 or Gina Miller at extension 6423 if you have any questions or concerns regarding this agreement.

Enclosures

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

  
Sara Winger, Purchasing Coordinator

  
Date

**WHATCOM COUNTY  
PUBLIC WORKS DEPARTMENT**



**MAINTENANCE & OPERATIONS DIVISION**  
901 W. Smith Road  
Bellingham, WA 98226-9610  
Phone (360) 778-6400  
Fax (360) 778-6401

**Jon Hutchings**  
Director

**Andy Bowler, Superintendent**

**2019 Hot Mix Asphalt Prelevel at Various Locations**

**Bid #19-24**

**APPROVAL FOR CONTRACT AWARD**

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

**PROJECT: 2019 Hot Mix Asphalt Prelevel at Various Locations**

**To: Lakeside Industries Inc.**

In the amount of their bid proposal of \$1,137,999.00 including all taxes.

**WHATCOM COUNTY**  
**Approved:**

\_\_\_\_\_  
Jack Louws  
Whatcom County Executive

\_\_\_\_\_  
Date

**Approved as to form:**

\_\_\_\_\_  
*Christopher Quinn*

Christopher Quinn  
Senior Deputy Prosecutor

\_\_\_\_\_  
*4/9/15*

Date

# 2019 PRELEVEL - BID NO. 19-24

## PROJECT LOCATION SUMMARY WITH QUANTITIES

### PROPOSED & ALTERNATE ROADS

#### DESCRIPTION OF WORK

This project includes all labor, equipment, and materials necessary to furnish, lay, and compact approximately 9,957 tons of Hot Mix Asphalt Class 3/8" at various locations (includes both Proposed and Alternate Roads). Other work will include flagging and tack coat. Tack coat is to be applied when matching road to asphalt driveway. For estimating purposes only, the average thickness of hot mix asphalt has been estimated at 1½ inches (0.125-feet). All work shall be completed in accordance with the Special Provisions and the Standard Specifications, including the amendments thereto. All materials, equipment, labor, and other miscellaneous items required to complete the work shall be furnished by the Contractor.

#### LOCATION AND ORDER OF WORK

The project location and approximate tonnage at each location for Hot Mix Asphalt Class 3/8" are:

Proposed Pre-Level Locations Table (In Order of Completion)					
Road No.	Road Name	Mile Post	Total Lane Feet	C/L Miles Per Road	Tons Per Road
<b>POINT ROBERTS ROADS:</b>					
8850	BENSON RD	0 to 0.12	1267.20	0.12	108.35
8850	BENSON RD	0.26 to 0.64	4012.80	0.38	381.22
9130	BURNS WY	0 to 0.18	1900.80	0.18	162.52
9100	CENTENNIAL PL	0 to 0.05	528.00	0.05	55.18
9500	CLIFF RD	0.01 to 0.03	211.20	0.02	18.06
9500	CLIFF RD	0.2 to 0.23	316.80	0.03	27.09
9500	CLIFF RD	0.28 to 0.46	1900.80	0.18	162.52
9120	CULP CT RD	0.07 to 0.18	1161.60	0.11	121.39
9250	DONEGAL DR N	0.02 to 0.09	739.20	0.07	77.25
9760	DRAKE AVE	0 to 0.01	105.60	0.01	10.03
8222	EDWARDS DR	0 to 0.13	1372.80	0.13	156.50
8222	EDWARDS DR	0.13 to 0.28	1584.00	0.15	120.38
8222	EDWARDS DR	0.28 to 0.39	1161.60	0.11	99.32
9090	HEATHER WY	0 to 0.05	528.00	0.05	55.18
2020	JAMES RD	0.24 to 0.25	105.60	0.01	10.03
8890	MADRONA PL	0 to 0.07	739.20	0.07	77.25
8210	MARINE DR (PT ROBERTS)	0 to 0.6	6336.00	0.60	601.92
8210	MARINE DR (PT ROBERTS)	1.1 to 1.75	6864.00	0.65	652.08
9330	NORTHWOOD DR	0 to 0.01	105.60	0.01	11.04
8660	OLSON DR	0 to 0.1	1056.00	0.10	100.32
9380	PROVINCE RD	0.08 to 0.14	633.60	0.06	54.17
9380	PROVINCE RD	0.33 to 0.38	528.00	0.05	45.14
9380	PROVINCE RD	0.5 to 0.63	1372.80	0.13	117.37
9380	PROVINCE RD	0.71 to 0.89	1900.80	0.18	162.52
9380	PROVINCE RD	0.97 to 1.03	633.60	0.06	54.17
9800	RALEIGH DR	0 to 0.06	633.60	0.06	54.17
8200	ROOSEVELT WY	1.24 to 1.64	4224.00	0.40	401.28
8200	ROOSEVELT WY	1.85 to 1.94	950.40	0.09	90.29
8200	ROOSEVELT WY	1.97 to 2.04	739.20	0.07	63.20
8200	ROOSEVELT WY	2.13 to 2.17	422.40	0.04	32.10
8200	ROOSEVELT WY	2.21 to 2.39	1900.80	0.18	162.52
9170	SHADY GLEN AVE	0.23 to 0.24	105.60	0.01	10.03



Proposed Pre-Level Locations Table (In Order of Completion)					
Road No.	Road Name	Mile Post	Total Lane Feet	C/L Miles Per Road	Tons Per Road
	SHOP ACCESS ROAD	0 to 0.07	739.20	0.07	70.22
8910	SUNRISE DR	0 to 0.03	316.80	0.03	33.11
9410	TORONTO WY	0.07 to 0.09	211.20	0.02	20.06
9070	WINDSOR DR	0.35 to 0.36	105.60	0.01	10.03
<b>Subtotal - Proposed Point Roberts Roads</b>			<b>47,414.40</b>	<b>4.49</b>	<b>4,388.00</b>

Proposed Pre-Level Locations Table (In Order of Completion)					
Road No.	Road Name	Mile Post	Total Lane Feet	C/L Miles Per Road	Tons Per Road
<b>COUNTY ROADS:</b>					
20410	ELDER RD	0.017 to 0.444	4509.12	0.43	428.37
21040	MOUNTAIN VIEW RD	0.656 to 0.77	1203.84	0.11	125.80
21040	MOUNTAIN VIEW RD	0.77 to 0.865	1003.20	0.10	104.83
21040	MOUNTAIN VIEW RD	1.038 to 1.174	1436.16	0.14	150.08
21040	MOUNTAIN VIEW RD	1.213 to 1.339	1330.56	0.13	139.04
21040	MOUNTAIN VIEW RD	1.45 to 1.76	3273.60	0.31	342.09
21040	MOUNTAIN VIEW RD	1.79 to 1.97	1900.80	0.18	198.63
21040	MOUNTAIN VIEW RD	2.11 to 2.4	3062.40	0.29	320.02
21040	MOUNTAIN VIEW RD	2.456 to 2.5	464.64	0.04	48.55
21040	MOUNTAIN VIEW RD	2.5 to 2.541	432.96	0.04	45.24
21040	MOUNTAIN VIEW RD	2.634 to 2.965	3495.36	0.33	365.27
21040	MOUNTAIN VIEW RD	2.984 to 3.134	1584.00	0.15	165.53
21040	MOUNTAIN VIEW RD	3.188 to 3.233	475.20	0.04	49.66
12800	FERNDAL RD	2.137 to 2.473	3548.16	0.34	370.78
20930	OLSON RD	4.869 to 5.38	5396.16	0.51	512.64
<b>Subtotal - Proposed County Roads</b>			<b>33,116.16</b>	<b>3.14</b>	<b>3,366.54</b>
<b>Subtotal - All Proposed Roads</b>			<b>80,530.56</b>	<b>7.63</b>	<b>7,754.54</b>

Proposed Prelevel Worksheet - Alternate Roads					
Road No.	Road Name	Mile Post	Total Lane Feet	C/L Miles Per Road	Tons Per Road
20530	LAMPMAN RD	0.49 to 0.5	105.60	.01	8.0256
20530	LAMPMAN RD	.5 to .551	538.56	.05	51.1632
15600	LAKE TERRELL RD	3.3 to 3.342	443.52	0.04	33.71
15600	LAKE TERRELL RD	3.671 to 3.83	1679.04	0.16	111.66
15728	DECATUR DR (SANDY PT HTS)	0.23 to 0.66	4540.80	0.43	517.65
15727	LOPEZ DR (SANDY PT HTS)	0 to 0.15	1584.00	0.15	180.58
15724	MORESBY WY (SANDY PT HTS)	0 to 0.23	2428.80	0.23	276.88
15719	ORCAS WY (SANDY PT HTS)	0 to 0.34	3590.40	0.34	409.31
<b>Subtotal - Alternate Roads</b>			<b>10,148.16</b>	<b>1.92</b>	<b>2202.93</b>
<b>Total Proposed and Alternate Roads</b>			<b>90,678.72</b>	<b>9.55</b>	<b>9957.47</b>

Additional locations may need to be included depending on the condition of the roadway at the time of work.

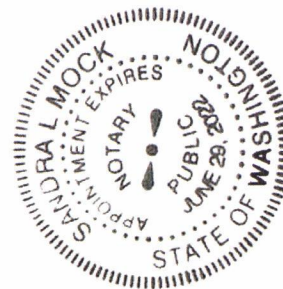
**BID TABULATION**  
**2019 Hot Mix Asphalt Prelevel at Various Locations**  
**Bid #19-24**

2019 Hot Mix Asphalt Prelevel at Various Locations				Bid 19-24 - Opening Date - March 26, 2019			
BID PROPOSAL				ENGINEER'S ESTIMATE		Granite Construction	
ITEM NO.	ITEM DESCRIPTION	UNIT MEAS.	APPROX. QTY	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
1	MOBILIZATION	LS	1	\$ 60,000.00	\$ 60,000.00		
2a	TRAFFIC CONTROL SUPERVISOR	LS	1	\$ 8,000.00	\$ 8,000.00		\$ 80,000.00
2b	OTHER TEMPORARY TRAFFIC CONTROL	LS	1	\$ 4,500.00	\$ 4,500.00		\$ 12,000.00
2c	FLAGGERS	HR	1000	\$ 58.00	\$ 58,000.00	\$ 58.00	\$ 17,000.00
2d	OTHER TRAFFIC CONTROL LABOR	HR	200	\$ 60.00	\$ 12,000.00	\$ 58.00	\$ 58,000.00
3	PAVEMENT REPAIR (Force Account)	EST	1	\$ 10,000.00	\$ 10,000.00	\$ 58.00	\$ 11,600.00
4	SEEDED LAWN INSTALLATION ((Force Account)	EST	1	\$ 5,000.00	\$ 5,000.00		\$ 10,000.00
5	RAISE/ADJUST ALL MANHOLE RINGS TO FINISHED GRADE	EA	28	\$ 400.00	\$ 11,200.00		\$ 5,000.00
6	HMA CL 3/8 INCH (FERNDALDE -Primary Roads)	TON	3367	\$ 95.00	\$ 319,865.00	\$ 300.00	\$ 8,400.00
7	HMA CL 3/8 INCH (POINT ROBERTS ROADS-Variou Locations)	TON	4388	\$ 115.00	\$ 504,620.00	\$ 81.00	\$ 272,727.00
8	HMA CL 3/8 INCH (ALTERNATE ROADS-Variou Locations)	TON	2203	\$ 95.00	\$ 209,285.00	\$ 113.00	\$ 495,844.00
<b>TOTAL BID AMOUNT (Bid Items 1-8)</b>					\$ 1,202,470.00		\$ 1,137,999.00

On this day personally appeared before me, Joseph P. Rutan, P.E., known to me to be the County Engineer and the person described herein and who executed the within and foregoing instrument on this 1st day of April, 2019.

STATE OF WASHINGTON )  
 )  
 COUNTY of WHATCOM )

I hereby certify that the amounts tabulated herein are correct and accurately represent the amounts contained in the Engineer's estimate and the respective bid proposals opened at 2:30 P.M., March 26, 2019, for 2019 Hot Mix Asphalt Prelevel at Various Locations. Bid # 19-24



NOTARY PUBLIC  
 Residing At Bellingham  
 My Commission Expires 06/29/2022

\*note: Granite Construction totals for Item 7 have been adjusted from Bid Submission due to calculation error on submission. Submission showed \$15,050 for total with the \$350 per manhole at \$28. (\$350 x 28 = \$9800.00)



**Whatcom County  
Bid #19-24  
Hot Mix Asphalt Prelevel at Various Locations**

**BID PROPOSAL**

---

Date: March 26, 2019

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

Gentlepersons:

This certifies that the Undersigned has examined the location of the project site and the conditions of work; and has carefully read and thoroughly understands the contract documents entitled: "2019 Hot Mix Asphalt Prelevel at Various Locations", Whatcom County, Washington, including the "Bid Procedures and Conditions", "Specifications and Conditions", "Contract Forms" and "Plans" governing the work embraced in this project, and the method by which payment will be made for said work.

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

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

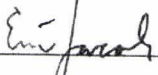
Company Name:

Lakeside Industries, Inc

Submitted By:

Eric Jacobs Project Manager  
(Name & Title of Authorized Official)

Signature of Authorized Official:



Date:

3/26/19

**Whatcom County**  
**Bid #19-24**  
**Hot Mix Asphalt Prelevel at Various Locations**

ITEM NO.	APPROXIMATE QUANTITY	ITEM & WRITTEN UNIT PRICE	UNIT PRICE	TOTAL
1.	LUMP SUM	MOBILIZATION <i>Eighty Thousand</i> ————— Dollars (Written Lump Sum Price)	L.S.	\$ 80,000.00
2.a	LUMP SUM	TRAFFIC CONTROL SUPERVISOR (TCS) [In accordance with WSDOT 2019 Standard Specifications] <i>Twelve Thousand</i> ————— Dollars (Written Lump Sum Price)	L.S.	\$ 12,000.00
2.b	LUMP SUM	OTHER TEMPORARY TRAFFIC CONTROL [In accordance with WSDOT 2019 Standard Specifications] <i>Seventeen Thousand</i> ————— Dollars (Written Lump Sum Price)	L.S.	\$ 17,000.00
2.c	1000 HOURS	TRAFFIC CONTROL - FLAGGERS [In accordance with WSDOT 2019 Standard Specifications] <i>Fifty Eight</i> ————— Dollars (Written Unit Price Per Hour)	58.00 PER HOUR	\$ 58,000.00
2.d	200 HOURS	TRAFFIC CONTROL - OTHER TRAFFIC CONTROL LABOR [In accordance with WSDOT 2019 Standard Specifications] <i>Fifty Eight</i> ————— Dollars (Written Unit Price Per Hour)	58.00 PER HOUR	\$ 11,600.00
3.	FORCE ACCOUNT	PAVEMENT REPAIR  <i>Ten Thousand Dollars &amp; No/100 Cents</i> (Written Force Account Price)	F.A.	\$ 10,000.00
4.	FORCE ACCOUNT	SEEDED LAWN INSTALLATION  <i>Five Thousand Dollars &amp; No/100 Cents</i> (Written Force Account Price)	F.A.	\$ 5,000.00
5.	28 EACH (MAX.)  15-PROPOSED 28-ALTERNATE	RAISE/ADJUST ALL MANHOLE RINGS TO FINISHED GRADE. [See Section 1-04, Figure 1, page 21.] <i>Three Hundred Dollars Each</i> (Written Price For 43 Manholes)	300.00 PER MANHOLE	\$ 8,400.00
6.	3367 TONS	HOT MIX ASPHALT CLASS 3/8" (Proposed Roads at Various Locations) <i>Eighty One</i> ————— Dollars (Written Unit Price Per Ton)	81.00 PER TON	\$ 272,727.00
7.	4388 TONS	HOT MIX ASPHALT CLASS 3/8" (Point Roberts Roads at Various Locations) <i>One Hundred Thirteen</i> ————— Dollars (Written Unit Price Per Ton)	113.00 PER TON	\$ 495,844.00

**Whatcom County**  
**Bid #19-24**  
**Hot Mix Asphalt Prelevel at Various Locations**

8.	2203 TONS	HOT MIX ASPHALT CLASS 3/8" (Alternate Roads at Various Locations)		
		Seventy Six _____ Dollars (Written Unit Price Per Ton)	76.00	167,428.00
			TOTAL	\$1,137,999.00

<b>TOTAL BID - ITEMS 1 THROUGH 8</b>	
One Million, One Hundred Thirty Seven Thousand, Nine Hundred Ninety Nine _____	<b>DOLLARS</b>
no/100 _____	<b>CENTS</b>
(Written Total Price)	

**Whatcom County  
Bid #19-24  
Hot Mix Asphalt Prelevel at Various Locations**

**NON-COLLUSION DECLARATION**

---

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

1. That the undersigned person(s) firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.
2. That by signing the signature page of this proposal, I am deemed to have signed and have agreed to the provisions of this declaration.

**NOTICE TO ALL BIDDERS**

To report bid rigging activities call:

**1-800-424-9071**

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

The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse, and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.



Whatcom County  
Bid #19-24  
Hot Mix Asphalt Prelevel at Various Locations

**PROPOSAL FOR INCORPORATING RECYCLED MATERIALS INTO THE PROJECT**

In compliance with a law that went into effect January 1, 2016 (SHB1695), the Bidder shall propose below the total percentage of construction aggregate and concrete materials to be incorporated into the Project that are recycled materials. Calculated percentages must be within the amounts allowed in Section 9-03.21(1)E, Table on Maximum Allowable Percent (By Weight) of Recycled Material, of the Standard Specifications.

Proposed total percentage: 10 percent (maximum of 20% by weight).

*Note: Use of recycled materials is highly encouraged within the limits shown above, but does not constitute a Bidder Preference, and will not affect the determination of award. Regardless, the Bidder's stated proposed percentages will become a goal the Contractor should do its best to accomplish. Bidders will be required to report on recycled materials actually incorporated into the Project in accordance with the Standard Specifications in Section 1-06.6 of the Special Provisions.*

Bidder:

Lakeside Industries, Inc.

Signature of Authorized Official:

[Signature]

Date:

3/26/19



Whatcom County  
Bid #19-24  
Hot Mix Asphalt Prelevel at Various Locations

**BIDDER IDENTIFICATION**

The name of the Bidder submitting this proposal, the address and phone number to which all communications concerned with this proposal shall be made, and the number which has been assigned indicating the Bidder is licensed to do business in the State of Washington are as follows:

Firm Name: Lakeside Industries Inc.  
Address: 703 E Laurel Rd  
Bellingham WA 98226  
Telephone Number: 360 398-1427 Fax Number: 360 398-8361  
Contact Name: Eric Jacobs  
Contact Phone: 360 398-1427  
Contact Email: eric.jacobs@lakesideindustries.com  
Contractor's WA Registration Number: LAKE SI\*274JD  
Contractor's WA UBI Number: 601 106 847  
Contractor's WA Employment Security Number: 415422-003  
Contractor's WA Excise Tax Registration Number: 601 106 847

The Firm submitting this proposal is a: ☐ Sole Proprietorship  
☐ Partnership  
☒ Corporation

The names and titles of the principal officers of the corporation submitting this proposal, or of the partnership, or of all persons interested in this proposal as principals are as follows:

<u>Mike Lee</u>	<u>President</u>
<u>Dax Woolston</u>	<u>Treasurer</u>
<u>Rich Owens</u>	<u>Division Manager</u>
<u>Eric Jacobs</u>	<u>Project Manager</u>

**NOTE:** Signatures of this proposal must be identified above. Failure to identify the Signatories will be cause for considering the proposal irregular and for subsequent rejection of the bid.

## BID PROPOSAL SIGNATURE AND ADDENDUM ACKNOWLEDGMENT

Receipt is hereby acknowledged by addendum(s) No.(s) \_\_\_\_\_, \_\_\_\_\_, & \_\_\_\_\_.

**SIGNATURE OF AUTHORIZED OFFICIAL(S)**

*(Proposal Must Be Signed)*

Eric Jacob

(Seal)

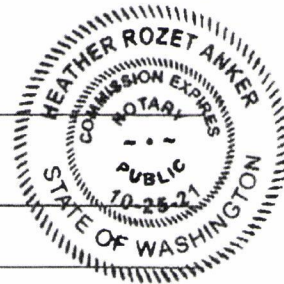
Firm Name: Lakeside Industries, Inc

STATE OF Washington )  
COUNTY OF Whatcom ) SS.

On this 26<sup>th</sup> day of March, 2019, before me personally appeared Eric Jacobs to me known to be the person described in and who executed the above instrument and who acknowledged to me the act of signing sealing thereof.

Heather Royeth-Lee  
NOTARY PUBLIC in and for the State of Washington, residing at  
Lynden, WA

My commission expires: 10/25/21



**NOTE:** This proposal form is not transferable and any alteration of the firm's name entered hereon without prior permission from Whatcom County will be cause for considering the proposal irregular and for subsequent rejection of the bid.

Whatcom County  
Bid #19-24  
Hot Mix Asphalt Prelevel at Various Locations

**BID BOND**

**KNOW ALL MEN BY THESE PRESENTS**, that we Lakeside Industries, Inc.

of, Bellingham, WA, as Principal, and Travelers Casualty and Surety Company of America  
a corporation organized and doing business under and by virtue of the laws of the State of Connecticut  
and duly licensed to conduct a general surety business in the State of  
Washington as Surety, are held and firmly bound unto Whatcom County, a Municipal Corporation and Charter  
County in the State of Washington, in the full and penal sum of five percent (5%) of the total amount of the bid  
proposal of said Principal for the work hereinafter described, for which payment, well and truly to be made, we  
firmly bind ourselves, our heirs, executors, administrators and assigns, and successors and assigns, jointly and  
severally by these presents.

The condition of this bond is such that, whereas, the Principal herein is herewith submitting his or its bid  
proposal for 2019 Hot Mix Asphalt Prelevel at Various Locations, said bid proposal, by reference thereto, being  
hereby made a part hereof.

**NOW, THEREFORE**, if the said bid proposal submitted by the said Principal be accepted, and the contract  
be awarded to said Principal, and if said Principal shall duly make and enter into and execute said contract and  
shall furnish the performance bond as required by the bidding and contract documents within a period of ten (10)  
days from and after said award, exclusive of the day of such award, then its obligation to pay the above-  
mentioned penal sum as liquidated damages shall be null and void, otherwise it shall remain and be in full force  
and effect.

**SIGNED AND SEALED**, this 26th day of March 2019.

**PRINCIPAL**

Lakeside Industries, Inc.

Company Name

Signature

Print

(Seal)

**ATTORNEY-IN-FACT, SURETY**

Travelers Casualty and Surety Company of America

Company Name

Signature

Susan B. Larson, Attorney-in-Fact

Print

The Attorney-in-Fact (Resident Agent) who executes this bond on behalf of the surety company must attach a  
copy of his Power-of Attorney as evidence of his authority.



**TRAVELERS**

**Travelers Casualty and Surety Company of America**  
**Travelers Casualty and Surety Company**  
**St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Susan B. Larson, of Bellevue, Washington**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd day of February, 2017**.



State of Connecticut

City of Hartford ss.

By: Robert L. Raney, Senior Vice President

On this the **3rd day of February, 2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer

**In Witness Whereof**, I hereunto set my hand and official seal

My Commission expires the **30th day of June, 2021**



Marie C. Tetreault  
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **26th** day of **March**, **2019**



Kevin E. Hughes  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.**  
**Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

Whatcom County  
Bid #19-24  
Hot Mix Asphalt Prelevel at Various Locations

**SUBCONTRACTOR LIST**

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**WHATCOM COUNTY  
DEPARTMENT OF PUBLIC WORKS**

**SUBCONTRACTOR LIST**

*Prepared in compliance with RCW 39.30.060 as amended*

**TO BE SUBMITTED WITH THE BID PROPOSAL**

**Project Name:**     2019 Hot Mix Asphalt Prelevel at Various Locations

**Failure to list subcontractors who are proposed to perform the work of heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical work as described in Chapter 19.28 RCW will result in your bid being non-responsive and therefore void.**

Subcontractor(s) that are proposed to perform the work of heating, ventilation and air conditioning, plumbing as described in Chapter 18.106 RCW, and electrical work as described in Chapter 19.28 RCW must be listed below. The work to be performed is to be listed below the subcontractor'(s) name.

If no subcontractor is listed below, the bidder acknowledges that it does not intend to use any subcontractor to perform those items of work.

Subcontractor Name \_\_\_\_\_

Work to be Performed \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Subcontractor Name \_\_\_\_\_

Work to be Performed \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Subcontractor Name \_\_\_\_\_

Work to be Performed \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_



Whatcom County  
Bid #19-24  
Hot Mix Asphalt Prelevel at Various Locations



**CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES**  
**(Original signed form must be submitted prior to contract award.)**

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date March 13, 2019, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Lakeside Industries, Inc.  
Bidder's Business Name  
Eric Jacobs  
Signature of Authorized Official\*  
Eric Jacobs  
Printed Name  
Project Manager  
Title  
Bellingham  
City  
WA  
State  
Date 3/26/19

Check One:

Sole Proprietorship ☐ Partnership ☐ Joint Venture ☐ Corporation ☒

State of Incorporation, or if not a corporation, State where business entity was formed:

Washington

If a co-partnership, give firm name under which business is transacted:

*\* If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*



# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2019-237

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<b>File ID:</b>	AB2019-237	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	04/12/2019	<b>Entered by:</b>	NKallunk@co.whatcom.wa.us		
<b>Department:</b>	Human Resources Division	<b>File Type:</b>	Contract		

**First Assigned to:** Council Finance and Administrative Services Committee

<b>Agenda Date:</b>	04/23/2019	<b>Next Mtg. Date:</b>		<b>Hearing Date:</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 the 2019-2020 Collective Bargaining Agreement between Whatcom County and Teamsters Local 231 representing Master employees

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Implements a two-year successor agreement to the one that expired December 31, 2018 for employees represented by the Master Collective Bargaining Agreement. Please refer to Staff Memo for background and more information.

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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:** Contract Information Sheet, Memo to Council, Teamsters Local 231-Master Agreement

**Final Action:**  
**Enactment Date:**  
**Enactment #:**

# 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 between Whatcom County and Teamsters Local 231 - Master Collective Bargaining Agreement
Is this a New Contract? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If not, is this an Amendment or Renewal to an Existing Contract? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____	
Does contract require Council Approval? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If No, include WCC: _____ (see Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, grantor agency contract number(s): _____ CFDA#: _____	
Is this contract grant funded? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, Whatcom County grant contract number(s): _____	
Is this contract the result of a RFP or Bid process? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, RFP and Bid number(s): _____ Contract Cost Center: _____	
Is this agreement excluded from E-Verify? No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> If no, include Attachment D Contractor Declaration form.	
If YES, indicate exclusion(s) below: <input checked="" type="checkbox"/> Professional services agreement for certified/licensed professional. <input type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract for Commercial off the shelf items (COTS). <input type="checkbox"/> Contract work is for less than 120 days. <input type="checkbox"/> Work related subcontract less than \$25,000. <input type="checkbox"/> Interlocal Agreement (between Governments). <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
Contract Amount:(sum of original contract amount and any prior amendments): \$ _____ This Amendment Amount: \$ _____ Total Amended Amount: \$ _____	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.
Summary of Scope: 2017-2018 Collective Bargaining Agreement between Whatcom County and General Teamsters Local Union No. 231 - Master	
Term of Contract: Two Years	Expiration Date: December 31, 2020

Contract Routing:	1. Prepared by: Nan Kallunki <u>NSK</u>	Date: 4/12/19
	2. Attorney signoff: <u>J. Gallun</u>	Date: 4/13/19
	3. AS Finance reviewed: <u>N/A</u>	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: _____



**MEMO TO:** Councilmembers Barbara Brenner, Rud Browne, Barry Buchanan, Tyler Byrd, Todd Donovan, Carol Frazey, and Satpal Sidhu

**CC:** Jack Louws, County Executive

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

**DATE:** April 23, 2019

**SUBJECT:** Teamsters Local 231 – Master Collective Bargaining Agreement 2019-2020

The County and Union bargaining teams began meeting in October of 2016 to negotiate a successor agreement to the 2017-2018 bargaining agreement for employees represented by Teamsters Local 231 and covered by the Master Agreement. There were twelve bargaining sessions followed by two mediation sessions facilitated by a mediator assigned by PERC (Public Employment Relations Commission). Both bargaining teams worked diligently through this process and reached a settlement agreement on March 5, 2019. The proposal was ratified by the bargaining unit on April 1, 2019.

The successor collective bargaining agreement represents 453 employees throughout the County and includes Administrative Services, the Elected Offices, the Courts staff, clerical staff in the Health Department, Parks & Recreation, Planning, Public Defender, Public Works, clerical staff in the Sheriff's Office, and clerical staff in the WSU Extension office. The agreement is effective April 23, 2019 through December 31, 2020.

We are pleased to have reached an agreement consistent with budget authority.

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

Contract Terms	Agreement
DURATION	April 28, 2019 through December 31, 2020
COMPENSATION	January 2019 – <b>2.5%</b> [retroactive to January] January 2020 – January <b>2.0%</b> July <b>1.0%</b>  Combined longevity steps into last wage step. Deleted Promotion and Reclassification Step Placement process.
NUMBER OF MEMBERS	<b>453</b> (budget authority is 476)

Contract Terms	Agreement
HEALTH AND WELFARE	<p>Medical coverage is provided through the Washington Teamsters Health &amp; Welfare Trust.</p> <p>Plan year 2019 County will contribute <b>\$1,232.50</b> per employee per month.</p> <p>Plan year 2020, County will contribute up to <b>\$1,313.00</b> or actual costs, whichever is less.</p>
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.
UNION SECURITY AND RECOGNITION	No longer a condition of employment to join union or pay union dues.
AUTHORIZATION FOR INITIATION FEES AND DUES	<p>Employees may revoke union membership and payment of union dues.</p> <p>County provides union representatives reasonable access to meet with new hires during work time for 30 minutes.</p>
SICK LEAVE	<p>Multiple changes to many sections to comply with the New Paid Sick</p> <ul style="list-style-type: none"> <li>• Verification of Absence</li> <li>• Notification to Supervisor</li> <li>• Paternity Leave – Removed 40 hour restriction.</li> <li>• Compassionate Leave Sharing replaced by Leave Sharing. Employees can donate up to 24 hours of sick leave and 24 hours of vacation to employees eligible to receive donations.</li> </ul>
EXCESS SICK LEAVE	A portion of sick leave over 960 hours is contributed to deferred compensation account rather than Retirement Health Savings accounts.
WORK SCHEDULE	Added M & O Crew Leader Emergency Response pay. Hours worked outside normal schedule in excess of 3 hours paid at overtime rate.
JOB ASSIGNMENTS AND POSTINGS	<p>Method of posting vacant positions reflects use of new technologies.</p> <p>No time restriction for new employees to apply for vacancies within department. Must wait 6 months to apply outside department.</p>
VACATION	Changed accrual rates for first 2 years. Added 2 days in first year; 1 day in second year. Accrual for 0-3 is 96 hours per year.



# **MASTER COLLECTIVE BARGAINING AGREEMENT**

By and Between

WHATCOM COUNTY

AND

GENERAL TEAMSTERS' LOCAL UNION NO. 231

April 23, 2019 – December 31, 2020

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## **AGREEMENT**

**By and Between  
WHATCOM COUNTY, WASHINGTON  
AND  
GENERAL TEAMSTERS UNION LOCAL NO. 231**

**PREAMBLE**

This Agreement is by and between Whatcom County, Washington, hereinafter referred to as the County, and General Teamsters Union Local No. 231, hereinafter referred to as the Union.

**GENERAL PURPOSE**

The County and the Union do hereby reach agreement for the purpose of enhancing the employer-employee relationship and to promote service to the public and the general efficiency, morale and security of the employees.

**ARTICLE 1 - UNION SECURITY AND RECOGNITION**

**1.01 Departments Covered.** The County recognizes the Union as the exclusive collective bargaining representative for employees employed in the following departments: Administrative Services (Finance, Information Technology, & Facilities Management Divisions only); Assessor; Auditor; County Council (Hearing Examiner clerical only); District Court; District Court Probation; Health (clerical and professional); Parks & Recreation; Planning & Development Services; Prosecuting Attorney (Investigators & clerical only - excluding confidential secretaries); Public Defender (Investigators & clerical only); Public Works (excluding the Ferry); Sheriff (support staff only); Superior Court; Treasurer; County Executive Office (EMS Systems Administrator only) and WSU Extension (clerical only) in those position titles set forth in Addendum A as they currently exist or as they may be amended, during the life of this Agreement.

**1.01a Exclusions.** Excluded from the collective bargaining unit are work study students, interns, volunteers, regular and seasonal temporaries, and all other employees not referenced in Addendum A (Position Title Index). This section shall not constitute a bar to either party's rights under RCW 41.56.

**1.01a(1) Regular Temporaries.** Temporary full time help employed for periods of no more than four (4) months in a calendar year; temporary part-time help compensated not more than sixty-nine (69) hours in a calendar month; after posting per section 7.02 (Job Postings), temporaries working in a position vacant, or vacated for transfer or promotional purposes; temporaries replacing absent employees on leave; and Juvenile Detention Officers (for up to eight months) during hiring process and Academy attendance are excluded.

**1.01a(2) Seasonal Temporaries.** In Planning & Development Services (PDS), Public Works (PW), and Parks and Recreation the limitation shall be



six (6) months for seasonal temporaries. Provided, however, this seasonal provision shall not be available if the budgeted full-time Master equivalencies fall below ninety percent (90%) of the departments' budgeted FTE.

**1.02 Non-Discrimination Clause.** 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 County or member of the labor organization with whom the County has a bona fide collective bargaining agreement with respect to the hire, tenure, compensation or other terms and conditions of employment because of Union membership or as required by law, except where such constitute a bona fide occupational qualification.

**1.03 Bargaining Unit Work.** Bargaining unit work shall not be performed by non-bargaining unit personnel except when called for by business conditions. Bargaining unit personnel shall not be laid off or terminated as a result of non-bargaining unit personnel performing bargaining unit work.

## **ARTICLE 2 - UNION-MANAGEMENT RELATIONS, DISCHARGE AND SUSPENSION AND NEW HIRE PROBATIONARY PERIOD**

**2.01 Authorized Representatives.** All collective bargaining with respect to wages, hours and general working conditions of employment shall be conducted by the authorized representatives of the County and authorized representatives of the Union.

**2.02 Discharge and Suspension.** No employee will be discharged or suspended except for just cause, and prior to any such action being taken against an employee, except in situations where the County determines immediate action is required, the County will first notify the employee and Union 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 or given to the affected employee and emailed or faxed to the Union. This section shall not apply to probationary employees, work study students, interns, or temporary help.

**2.02a Sheriff's Office.** Section 2.02 (Discharge and Suspension) shall not apply to Civil Service employees. No Civil Service employee will be discharged or suspended except as provided by the Rules and Regulations of the Civil Service Commission and as is provided in this Agreement.

**2.03 New Hire Probationary Period.** New Hires are defined as those employees who have received a probationary appointment in writing to fill a vacant budgeted full-time or part-time position, and who are serving an initial probationary period per section 7.03b (Probation Periods).

**2.04 Sheriff's Office Civil Service Rules.** Wherever there is a conflict between this Agreement and Civil Service Rules, the Civil Service Rules shall prevail. Nothing

contained in this Agreement shall be construed to be contrary to the Whatcom County Civil Service Rules and Regulations and RCW Chapter 41 relative to positions in the Sheriff's Office only.

### **ARTICLE 3 - WORK SCHEDULE AND DAILY OVERTIME**

**3.01 Workweek and Work Schedule.** The workweek for Fair Labor Standards Act purposes shall consist of seven consecutive days beginning on Sunday at 12:00 a.m. and ending on Saturday at midnight. The normal work schedule shall be set by the County as provided herein.

**3.01a Work Schedule.** The normal work day schedule shall customarily be eight (8) hours per day and five (5) consecutive days per week, except as follows:

(1) Consistent with Washington State Court General Rule 29, work scheduling of all Superior Court Administration staff shall be at the sole and exclusive direction of the Presiding Superior Court Judge or designee.

(2) By mutual agreement between the Union and the Executive or his or her designee, employees may have a work schedule consisting of four (4) ten-hour days.

(3) Maintenance and Operations crews will generally begin working a 10-hour per day schedule, 4 days per week, beginning the week before Memorial Day and will continue through the week of Labor Day. Under special circumstances, the M & O Superintendent may grant approval to begin 10-hour days earlier and/or end later. Equipment Services mechanics may be assigned 4 days per week, 10-hour days year round.

(4) Appraisers will have a choice to elect to work either a 5/8 or 4/10 schedule. Change requests shall be in writing 30 days prior to the start of the next schedule change. The ten (10) hour schedule will be from 7:00 a.m. until 5:30 p.m. including one-half (1/2) hour for an unpaid lunch. The eight (8) hour schedule, and holiday week schedule, will be from 8:00 a.m. until 4:30 p.m. including one-half (1/2) hour for an unpaid lunch. A & B Teams, each including at least one commercial appraiser, will either work Monday through Thursday or Tuesday through Friday and the changes in days off shall occur three (3) times per year on the first (1<sup>st</sup>) full work week each April, August and December, unless an alternative schedule is mutually agreed upon by an Appraiser and Management.

(5) Employees who are required by the County to cross the border to Pt. Roberts to perform work will collaborate with their supervisor to avoid/minimize overtime. The County will reasonably endeavor to pre-schedule the employee's workweek. The parties agree there will be circumstances where overtime (section 3.02) is unavoidable.

(6) During a workweek in which a paid holiday occurs, employees working other than the normal eight-hour day, shall revert to the standard

five (5) eight-hour day work schedule.

**3.01b Modifications.** Any change to employees' existing work schedule(s) or modification(s) of hours which result in a reduction of hours shall be mutually agreed upon between the Union and the Executive or his or her designee except in case of an emergency. Emergency is defined by County Policy POL AD110010Z as currently applied. Modifications to the workweek which result in a reduction of hours shall not be construed to be a "layoff" as provided in Article 6 (Layoff & Recall). The Union shall not unduly withhold its agreement.

**3.01c Alternative Schedules.** Either an employee or the County may request the hours and the basic workday or workweek be modified to accommodate alternative schedules by agreement of the Executive or his or her designee when recommended by the department head and agreed to by the affected employee. It is understood and agreed that the County will not make any arbitrary or unreasonable proposals and the employee and/or the Union will not arbitrarily or unreasonably withhold its concurrence with modifications proposed by the County. Such agreements shall provide for no reduction in service to the public and must not increase the County's compensation costs. Employees desiring to continue their existing Alternative Work Schedule shall verify that Schedule with his or her supervisor no later than November 30 each year. Any changes to an existing Alternative Work Schedule shall be requested using the Alternative Schedule Agreement form.

**3.01c(1) 9/80's.** Employees may, by mutual agreement between the employee and the County and for the sole convenience of the County, be alternatively scheduled for 80 hours over a two-week payroll period and such schedule shall not be subject to overtime unless the affected employee works more than 80 hours within the two week payroll period.

**3.01d Flex Time.** Upon employee or County request for a temporary modification of schedule and by mutual agreement between the employee and the department head, "flex time" may be used for periodic personal employee matters, to attend meetings or to perform work on behalf of the County. Such agreements shall provide for no reduction in service to the public and must not increase the County's compensation costs.

**3.02 Overtime.** Overtime at the rate of time and one-half shall be paid to employees who work in excess of their normal scheduled workday or workweek, except work performed in accordance with sections 3.01c (Alternative Schedules) and 3.01d (Flex Time), and as otherwise set forth below:

**3.02a Overtime Must be Authorized.** No overtime will be worked unless specifically authorized by the department head, or his or her authorized representative.

**3.02b Pyramiding of Overtime.** There shall be no pyramiding of overtime.

**3.02c Overtime When Using Accruals.** If an employee is approved to use accrued paid time off on a scheduled workday and the supervisor then “requires or authorizes” the employee to work part or all of the hours claimed as paid time off, any overtime calculation will take into account both compensated and worked hours. (Ex: Employee takes 2 hours of sick leave and works 6 hours. Supervisor requires employee to work an additional hour to complete a project. Employee would receive 2 hours of sick leave, 6 hours of regular pay and one hour of overtime pay).

**3.02d Juvenile Detention.** Both parties acknowledge that the 7(k) exemption under the FLSA will be utilized for the purposes of determining overtime compensation. An employee must work in excess of 171 worked hours in a twenty-eight (28) day work cycle in order to receive overtime pay. No overtime will be worked unless specifically authorized by the Juvenile Court Administrator or his designee. Employees working a 12-hour shift will shift from days to nights or vice versa every four (4) months starting in December. Section 3.05 (Response after hours) shall not apply to Juvenile Court detention employees working a 7(k) exemption schedule except that employees shall be paid overtime whenever such hours exceed straight-time hours permitted in this section 3.02d.

**3.02e Parks Department Overtime Exception.** Park Rangers, Conservation and Parks Steward, Park Attendant, and Maintenance Worker II positions shall be exempt from overtime as outlined in this Agreement and shall work an open week as required.

**3.02e(1) Parks Compensatory Time.** Compensatory time shall be accrued for positions listed in section 3.02e (Parks Department Overtime Exception) at the rate of one and one-half for each hour worked (as defined in section 3.02 - Overtime) beyond forty (40) in any one (1) “workweek” (which includes Saturday, Sunday or a holiday). The use of compensatory time shall be during slack periods. In no event may the compensatory time bank exceed two hundred forty (240) hours total accrual in any calendar year or at any one time. Overtime pay and compensatory time cannot be requested for hours worked in the same day (ex: four (4) overtime hours worked – employee may not request two (2) hours of overtime pay and two (2) hours of compensatory time). If, for reasons beyond the control of the County, the employee cannot be afforded actual time off, the employee shall then be compensated at the hourly rate times the number of hours accrued. Evaluation of this work schedule shall be made by December 1st of each year.

**3.02e(2) Working on a Holiday.** Employees that are scheduled to work on a holiday will be scheduled another day off within the same pay period in lieu of having the holiday off.

**3.02e(3) Regional Park Supervisors.** It is understood and agreed that Regional Park Supervisors are supervisory employees within the definition of the Fair Labor Standards Act and state law and are exempt from the overtime



provisions of this Agreement. Regional Park Supervisors will have access to a County vehicle assigned to the park. In circumstances where a Regional Park Supervisor does not live on site, County vehicles shall remain at the Park at the conclusion of the work day.

**3.02f Public Works Crew Leaders Overtime Exception.** It is understood and agreed that Road Crew Leaders and the Shop Crew Leader are supervisory employees within the definition of the Fair Labor Standards Act and state law and are exempt from the overtime provisions of the Agreement. Nevertheless, without prejudice or waiver of this statutory exemption, these employees will be compensated in accordance with the collective bargaining agreement for regularly scheduled "overtime", i.e., 12-hour shifts. No additional compensation will be paid to these employees for other work performed in excess of 40 hours per week, except as allowed under Article 3.05a(5) (Crew Leaders Emergency Response). These employees will continue to be classified per Addendum A (Position Title Index) and be assigned a County vehicle.

**3.02g M & O and Equipment Services.** For the purposes of this section, qualifications shall be determined by supervisors based first on employee-assigned equipment and then second by an employee having recently demonstrated the required skills and experience for safely accomplishing the work involved.

When circumstances necessitate changing the routine use of the equipment (ex: snow plow, sander), qualifications shall be determined by supervisors based on seniority of employees having recently demonstrated the required skills and experience, for the modified equipment, for safely accomplishing the work required.

Seasonal sanding and plowing assignments shall be made in accordance with the Winter Sanding and Snow Removal Letter of Understanding #2.

There are the following overtime opportunities within these divisions:

**3.02g(1) Shift Continuation.** For shift continuation, overtime shall be assigned to the qualified applicable crews/employees required to complete required work beyond the normal workday. Other employees will not be called to work if employees currently working are capable of doing needed work when that work is incidental to work in progress.

**3.02g(2) Call Back.** When calling employees for call back, supervisors shall document the call and if no answer or an employee refuses, they shall call the next employee according to the Order of Call backs.

**3.02g(2)a M & O Call Back.** For call back, other than a general emergency, the crew that normally performs the work will receive the call back. Order of Call Back for employees not on vacation or sick on a weekday (a new day begins at midnight) and all employees on weekends/holidays will be in the following order:

- by **crew** classification and qualifications, then by seniority from the Interest Sheet.
- by classification and qualifications, then by seniority from the Interest Sheet asking from the top (most senior) and forcing from the bottom (least senior).
- by **crew** classification and qualifications, then by seniority from those not on the Interest Sheet.
- by classification and qualifications, then by seniority from those not on the Interest Sheet asking from the top (most senior) and forcing from the bottom (least senior).
- If an employee indicates they are unavailable for Saturday the employee is also disqualified for Sunday.

**3.02g(2)b Equipment Services Call Back.** For call back, other than a general emergency, order of call back for employees not on vacation or sick on a weekday (a new day begins at midnight) and all employees on weekends/holidays will be in the following order:

- by employee seniority with the required qualifications/experience/normal work assignment (e.g.: marine welding, ferry mechanical, heavy truck, auto, etc.).

**3.02g(3) General Emergency – 12-Hour Shifts.** When a general emergency has been determined, management and crew leaders will establish staffing for the general emergency and move to 12-hour shifts. Employees are assigned to work one of two 12-hour shifts on an annual basis. For transition purposes, staff currently working will, based on the requirements to accomplish the work:

1. be released from duty before the end of their normal shift with pay for the regularly scheduled shift, or
2. be retained through their assigned emergency 12-hour shift, or
3. work through their normal shift (or beyond) and then be recalled to their emergency 12-hour assigned shift if the need continues.

At the end of a general emergency, employees shall revert to eight (or ten) hours of work on weekdays and on weekends and holidays, work will end upon completion of the emergency work.

During periods of extreme weather and other such emergencies, employees in the M & O and Equipment Services Divisions who are on vacation and desire to come into work shall be paid the same rates of pay as during a normal work day.

**3.02h Overtime for <1.0 FTE's.** Less than 1.0 budgeted FTE do not get overtime for working over their normal scheduled workday, but for working over eight (8) hours in a day or their scheduled work day whichever is greater, or forty (40) hours in a week.

**3.02i Sheriff's Office.** Overtime will be distributed as equally as possible within the Sheriff's Office, however, all overtime will be assigned through the Sheriff's Office based on County needs and employee qualifications.

**3.02i(1) Outside Maintenance Coordinators.** Overtime shall be distributed as equally as possible each calendar year, starting with the most senior Coordinator and rotating to the next senior Coordinator for the next overtime opportunity. If no Coordinators elect the overtime opportunity in rotation, then the least senior available Coordinator will be ordered in.

**3.02i(1)a Extended Overtime.** Outside Maintenance Coordinators required to work on overtime for an extended period shall be entitled to a minimum of eight (8) hours' time off before returning to duty.

**3.03 Compensatory Time.** The provisions of the contract requiring one and one-half times the regular rate of pay do not apply to any employee who requests and is granted compensatory time off in lieu of overtime pay. Compensatory time may not be imposed by the Employer in lieu of overtime pay upon any employee who has not so requested such compensatory time. Compensatory time is accrued at the appropriate overtime rate for each hour of overtime worked. Employees requesting compensatory time in lieu of assigned overtime pay shall have such request granted up to a maximum of twenty-four (24) compensatory hours per calendar year. Additional compensatory time may be mutually agreed to, but an employee may accrue no more than a maximum of eighty (80) hours of compensatory time at any one time. Overtime pay and compensatory time cannot be requested for hours worked in the same day (ex: four (4) overtime hours worked – employee may not request two (2) hours of overtime pay and two (2) hours of compensatory time). By mutual agreement, an employee may cash out accrued compensatory time at the end of each calendar year. An employee will be allowed to use the comp time within a reasonable period and after making a request, so long as such use does not unduly disrupt the operations of the County. Accrued compensatory time is paid to an employee at the regular rate earned by the employee at the time employee receives such payment.

**3.03a Parks.** All employees except Park Rangers, Conservation and Park Steward, Park Attendant and Maintenance Worker II positions shall be subject to the compensatory time provision listed in section 3.03 (Compensatory Time) above. See section 3.02e (Parks Department Overtime Exception) for identified Park positions compensatory time language.

**3.04 Working Days Not Part of Normal Schedule.** Work performed on a Saturday shall be paid at the rate of time and one-half, and work performed on Sunday shall be paid at the rate of double-time, only if those days are not part of the employee's normal work schedule, except as follows:

**3.04a Facilities Management Scheduling.** It is understood and agreed that there may be certain normal work schedules for Facilities Management which start

on a Friday of a week and end on a Saturday; the normal shift starts between 5:00 p.m. and 5:30 p.m. It is further understood and agreed that when such schedules are utilized that the shifts which start on Friday but which end on Saturday a.m. shall be paid at straight time and shall be considered a Friday shift; provided that such shifts do not start after 6:00 p.m. Friday. Except as provided above, both scheduled and unscheduled overtime shall be paid in accordance with section 3.02 (Overtime). All other applicable overtime provisions of section 3.02 (Overtime) shall apply.

### **3.05 Response After Hours.**

#### **3.05a Call Back.**

**3.05a(1) Following Completion of Shift.** Employees called back following completion of a shift shall be guaranteed three (3) hours at the appropriate overtime rate. Call back occurs when an employee leaves work after a regular working day and is subsequently requested to return.

**3.05a(2) On Saturday, Sunday or Holiday.** Employees called back to duty on a Saturday, Sunday or holiday shall be guaranteed four (4) hours pay at the overtime rate listed in section 3.04 (Working Days not Part of Normal Schedule) and section 15.04 (Pay for Work Performed on Holidays). If work extends beyond four (4) hours, the employee shall be paid the actual hours worked at the overtime rate.

**3.05a(3) On Vacation.** Employees called back from vacation shall be guaranteed four (4) hours at the rate of time and one-half, or double time if on a Sunday or Holiday, and return of the vacation day.

**3.05a(4) M & O and Equipment Services.** Employees in the Public Works M & O and Equipment Services Divisions will be paid call back pay for emergency call outs for sign replacement or road block removal (fallen trees or mudslides) in the amount of three (3) hours guarantee at the overtime rate rather than four (4) hours as outlined above in Sections 3.05a(2) (On Saturday, Sunday or Holiday) and 3.05a(3) (On Vacation). When Public Works M & O and Equipment Services employees are notified at least ten (10) hours in advance that they are to report at a different time, such employees shall be paid in accordance with section 3.07 (Work Outside of Normal Hours).

**3.05a(5) Crew Leader Emergency Response.** Crew Leaders assigned to a weekly on-call rotation will be paid an emergency response stipend when required to respond in person to an emergency. The stipend will be equal to 1.5 times their regular hourly rate for all hours worked outside their regular work schedule in excess of three (3) hours in a work week. Crew Leaders not on pager duty and directed by their Supervisor to respond in person will also be entitled to the same emergency response stipend. This emergency response stipend does not apply when Crew Leaders are assigned to 12-hour shifts under Section 3.02g(3).



**3.05b Telephonic Response.** Employees authorized by their department head or designee to telephonically respond remotely to emergencies between the hours of 9:00 p.m. and 6:00 a.m. shall receive one (1) hour minimum pay per incident at the rate of time and one half.

**3.05c Electronic Response.** Employees required by their department head or designee to remotely respond electronically to expected emails, voicemails, alerts, or other notifications after normal work hours shall receive pay at time and one half only if the time involved with each instance is more than incidental (i.e.: exceeds 7.5 minutes).

**3.05d Pagers and Cell Phones.** Designated Sign Crew, Fire Inspectors, Information Technology, M & O Team Leaders, Road & Shop Crew Leaders, Pt. Roberts Maintenance Worker, Facilities Maintenance, Sheriff ID Technicians assigned to Evidence, and such other staff as required by the County to carry a pager or cell phone and be promptly available for service after normal work hours on a regularly scheduled basis shall be paid as listed in Addendum A (Position Title Index) so long as they are designated to perform such duties. Employees so designated need to be readily available to respond to emergencies. The parties agree for comparability purposes this collective bargaining agreement provides such premium to employees as an element of wages.

**3.06 Split Shifts.** No employee covered by this Agreement shall be required to work a split shift. This section does not apply when section 3.02g(3) (General Emergency – 12 hour shifts) is applied.

**3.07 Work Outside of Normal Hours.** Shifts established which require work beyond 6:00 p.m. will have a premium of seventy – five cents (\$0.75) per hour for all hours worked after 6:00 p.m. and before 7:00 a.m.; provided, that when working a ten (10) hour shift, the premium shall be paid for all hours worked after 6:00 p.m. and before 6:00 a.m. This clause shall not apply to Adult Probation Officers, Planners, Park Rangers, Conservation and Parks Steward, Park Attendant and Maintenance Worker II positions. The parties agree for comparability purposes this collective bargaining agreement provides a premium to Juvenile Detention Officers and Custodians as an element of wages.

**3.07a Juvenile Detention.** Juvenile Detention Officers working 12-hour shifts are paid at the appropriate sub-range which includes all compensation for work outside of normal hours.

**3.08 Working Out of Classification.** When an employee is temporarily assigned by his or her department head or designee to higher-level duties of a higher-paid classification, and performs the work without supervision e.g., for vacation and/or sick leave fill-in purposes – not training, the employee shall receive a premium of one dollar and twenty-five cents (\$1.25) per hour, or one dollar and seventy-five cents

(\$1.75) per hour if the higher-level duties of a higher-paid classification worked is three or more ranges higher for any hours actually worked in such classification.

**3.08a Temporary Assignment.** When an employee is temporarily assigned the duties of a lower position, there shall be no reduction in pay.

**3.08b Work Outside the Bargaining Unit.** When an employee is assigned higher level duties of a higher paid classification outside of this labor agreement, the County and Union will address additional out of class premiums on an individual basis.

**3.09 Absence or Tardiness Due to Adverse Weather.** Employee absence from work or tardiness due to inability to report for work because of severe inclement weather shall be charged in the following order:

1. Flex time per Section 3.01d (Flex Time)
2. Any accrued compensatory time,
3. Any accrued vacation leave,
4. Personal Holiday,
5. Leave without pay,

An employee has the option of taking leave without pay, instead of having the lost time charged against accruals, provided the Payroll Office is notified before the payroll cut-off date.

**3.10 Juvenile Detention Shift Bidding.** Vacant shifts are bid by seniority and position title, except to facilitate the County's need to maintain a ratio of male to female staff. Employees may be temporarily assigned to another shift to facilitate training or for monitoring of performance.

**3.11 Jail Clerk III Shifts.** Jail Clerk IIIs shall rotate shifts amongst themselves every twelve months provided it may be more frequent dependent upon the needs of the Sheriff's Office.

## **ARTICLE 4 - LUNCH AND REST BREAKS**

**4.01 Work Breaks.** Employees who are not "required" to work by their supervisor during a lunch or rest break are deemed to have been "allowed" to take such lunch or rest break. Rest and lunch breaks may be intermittent as permitted by law. Lunch and rest breaks may not be accumulated or not taken in order to shorten the workday or work week.

**4.01a Rest Break.** All employees covered by this Agreement shall be allowed a paid rest break (coffee break) of fifteen (15) minutes approximately halfway through the first and second half of each shift.

**4.01b Lunch Break.** An unpaid lunch break of not less than thirty (30) minutes nor more than sixty (60) minutes shall be allowed and begin no earlier than two (2) hours and no later than five (5) hours after the start of the shift or as otherwise required/permitted by law.

**4.02 Meals During Custodial Care.** Employees required to remain on duty in order to maintain judicial custodial care of persons in their direct charge in Juvenile Detention or off site with a work crew, shall be permitted to observe a thirty (30) minute lunch while on County time provided there is no relief provided to permit the employee a duty free lunch.

**4.03 Custodian Lunch Break.** Custodians who regularly work the "night shift" schedule and whose responsibilities do not require them to be available for public and departmental requests will be allowed, upon request, to forfeit their unpaid thirty (30) minute lunch period and in its stead use their two (2) paid fifteen (15) minute rest breaks as the lunch period as long as:

- a. When a "night shift" work schedule is utilized, it is agreed that eight (8) hours including lunch time (rest breaks) will be paid at the straight time hourly rate.
- b. The only break from work will be the lunch period as stated in this section 4.03
- c. Working continuously does not cause safety issues, such as increased incidence of injury.
- d. During shifts when power equipment will be used continuously, such as carpet cleaning and floor buffing, the hours of work shall revert to normal contract provisions.

**4.03a No Increase to Compensation Costs.** Section 4.03 (Custodian Lunch Break) must not increase the County's compensation costs directly, indirectly or incidentally.

**4.03b Cancellation Waiver.** Both parties reserve the right to cancel the application of Section 4.03 regarding Custodian Lunch Breaks at any time following a fourteen (14) day written notice, or immediately if any determination is received to indicate that this waiver is unlawful or held to be invalid.

**4.04 Facilities Maintenance Lunch Break.** Due to the nature of the work performed, Facilities Maintenance employees working a shift between the hours of 7:00 a.m. and 5:00 p.m. shall combine their paid rest breaks with an unpaid thirty minute lunch break near the middle of the workday.

a. During shifts when certain types of equipment or work could be dangerous to perform without a break, an employee returning from an injury, an

employee suffering from a chronic injury, or other reason which does not allow for continuous work without a break, the parties agree to adhere to the work break language in Section 4.01 (Work Breaks).

b. Instances involving an injury will require appropriate doctor certification.

**4.04a No Increase to Compensation Costs.** Section 4.04 (Facilities Maintenance Lunch Break) must not increase the County's compensation costs directly, indirectly or incidentally.

**4.04b Cancellation Waiver.** Both parties reserve the right to cancel the application of Section 4.04 (Facilities Maintenance Lunch Break) regarding facilities maintenance lunch breaks at any time following a fourteen (14) day written notice, or immediately if any determination is received to indicate that this waiver is unlawful or held to be invalid.

## **ARTICLE 5 - SENIORITY**

### **5.01 Definitions.**

**5.01a County Seniority.** County Seniority is defined as the length of continuous regular service in the employ of Whatcom County.

**5.01b Bargaining Unit Seniority.** Bargaining Unit Seniority is defined as the length of continuous regular service within the bargaining unit covered by this Agreement.

**5.01c Department Seniority.** Department Seniority is defined as the length of continuous regular service in a department covered by this Agreement.

**5.01d Division Seniority.** Division Seniority is defined as the length of continuous regular service in a division within a department covered by this Agreement.

#### **Department**

Administrative Services

Assessor

Auditor

Council

District Court

#### **Division**

Facilities Management

Finance

Information Technology

Appraiser

Clerical and all others

Elections

Recording

Licensing

Clerical (Hearing Examiner only)

Clerical and all others



District Court Probation	Probation Officers Clerical and all others
Executive	EMS Systems Administrator
Health	Health Professionals Clerical
Parks & Recreation	None
Planning & Development Services	Professional Clerical and all others
Prosecuting Attorney	Investigators Clerical and all others
Public Defender	Investigators Clerical and all others
Public Works	Administration (PW Administration, Accounting Staff, and all others) Engineering (Bridge & Hydraulic, Design & Construction, Engineering Services, River & Flood) Central Shop (M & O, Equipment Services) Stormwater and Natural Resources
Sheriff	Outside Maintenance Coordinators Division of Emergency Management Clerical and all others
Superior Court	Probation Officers Juvenile Detention Officers Clerical and all others
Treasurer	Clerical and all others
WSU Extension	Clerical

**5.02 Seniority Following Transfer to Another Department/Division.** An employee who transfers from one seniority unit (department or division) to another at the employee's own request shall lose all seniority in the original department/division and the date of transfer to the new department/division is the employee's new seniority date for purposes of vacation selection, layoff, promotions, etc., within the new seniority unit. Seniority for vacation accrual shall be based on the employee's County seniority date.

**5.03 Dovetailing of Seniority Following Merger/Consolidation.** In the event of a merger or consolidation of operations covered by this Agreement, the seniority of bargaining unit employees affected by the merger or consolidation shall be dovetailed based on most recent hire date with the County.

**5.04 Loss of Seniority.** Seniority and the employment relationship shall be terminated when the employee quits; is discharged; is absent from work without notifying his/her supervisor; is on layoff and fails to report for work to the position from which the employee was laid off; does not report for work at the end of an authorized leave without prior approval; is laid off for a period in excess of three hundred ninety-five (395) calendar days.

**5.05 Transfer to Position Outside Bargaining Unit.** Non-probationary employees who transfer to work for the County in a capacity not within the jurisdiction of this Agreement shall maintain their seniority status in the bargaining unit for a period of six months. Employees returning to the bargaining unit within such six-month period will be reassigned the seniority date they held when they accepted the transfer. Employees returning to the bargaining unit after such six-month period will take the date of return to the bargaining unit as their seniority date.

## **ARTICLE 6 – LAYOFF & RECALL**

**6.01 Layoffs.** In the event the County decides that layoffs are necessary, it is agreed that management will identify the position title to be cut.

**6.01a Bumping.** The junior full time or part time employee(s) within the position title will then be notified of the layoff. If any such employee is senior to another employee holding a different position title, which is higher or lower in rank within the department, except Public Works, which shall be by Division, and if the laid-off employee is qualified to fill such other position title held by the junior employee within a department, the senior employee may exercise seniority rights to "bump" the junior employee.

**6.01b Notice.** The County will make a good faith effort to provide thirty (30) days' notice to employees initially selected for layoff due to reduction in force. This notice provision does not apply to employees who are laid off as a result of bumping.

**6.01c Divisions.** The following shall apply to the interpretation and application of section 6.01 (Layoffs) above:

**Department**  
Public Works

**Division**

Administration (PW Administration, Accounting Staff, and all others)  
Engineering (Bridge and Hydraulic, Design and Construction, Engineering Services, and River and Flood)  
Central Shop (M & O, Equipment Services)  
Stormwater and Natural Resources

**6.01d Seniority Accrual.** Employees on layoff status shall continue to accrue seniority during a three hundred ninety-five (395) calendar day period.

**6.01e Return to Original Department/Division.** Laid off employees accepting positions in a department, except Public Works which shall be by division, other than their current department/division shall have the opportunity of transferring back to their original department/division in seniority order as openings occur within three hundred ninety-five (395) calendar days from layoff.

**6.01f Bumping Rights.** In the event of a layoff, employees may exercise their bargaining unit seniority to bump into positions held by junior employees in the seniority unit they last moved from, if any, provided:

- (1) The employee is qualified to fill the vacant position;
- (2) The employee is the senior person among those in all seniority units given notice of layoff;
- (3) The employee satisfactorily completes a six (6) calendar month probation period.

**6.01g Step Placement.** Employees bumping to a lower range will maintain at least their current rate of pay for the first sixty (60) days. After sixty (60) days, if their current rate of pay is above the top step of the range they are bumping into, their rate of pay will decrease to the top step of the range they are bumping into otherwise, employees bumping to a lower range will be placed in a step which pays them at least equal to the amount they are receiving before they bump. Employees bumping to a higher range will go to the step in the range which affords them a rate of pay at least equal to the amount they are receiving and no less than entry step. No bumping activity will be considered a promotion or reclassification and there will be no percentage increase tied to any bumping activity.

**6.01h Sheriff's Office.** The provisions of Article 6 (Layoff and Recall) shall not apply to Sheriff's Office employees in positions that are subject to the Whatcom County Civil Service Rules.

**6.02 Recall.** Employees with recall rights covered by this Agreement who have been on layoff shall be afforded the opportunity of returning to work in any department covered by this Agreement prior to vacancies being opened to the public, provided:

- (1) All members who had been laid off in the respective seniority unit have either been recalled to work or have refused to accept a vacant position which was offered them;
- (2) The employee is qualified to fill the vacant position;
- (3) The employee is the senior applicant among those who have applied for the vacant position;

(4) The employee satisfactorily completes a probation period per section 7.03b (Probation Periods).

**6.02a Notice of Recall.** A laid off employee and the Union shall be given written notice of recall by email. Upon written request by an employee, the County will provide notice of recall by U.S. mail. Such employee must respond by phone to such notice within three (3) working days after receipt of the emailed letter, and report to work as directed. If an employee fails to comply with these recall provisions, he/she shall lose all seniority rights. Proof of sent email or mailing shall be sufficient to justify the loss of seniority if the employee fails to comply with these recall provisions.

## **ARTICLE 7 – JOB ASSIGNMENTS, POSTINGS, AND OPENINGS**

**7.01 Job Assignments.** Employees shall be given work assignments or re-assignments by their supervisor within the employee's respective Addendum A position title. When necessitated by business needs, the County shall, in making work assignments or re-assignments, consider employee seniority, qualifications, abilities and preference. Where two or more employees have equal qualifications and abilities the employee with the greatest seniority in the Addendum A position title within their department, except Public Works, which shall be by division, shall be offered the assignment. If the senior employee declines the offer, the assignment shall be offered to the next senior employee, and so on, until accepted or until reaching the least senior employee identified, who shall be given the assignment.

**7.02 Job Postings.** When vacancies or new jobs occur in positions covered by this Agreement, the County shall post the position and specific details on the County's internal website for six (6) working days prior to posting on the external website. All Departments will have a designated contact. Department contacts shall subscribe to receive immediate notifications of vacancies and will distribute notifications via bulletin board posting. Employees may also subscribe to receive immediate notification via email at the time the posting is published. Upon Union approval, the County will post positions simultaneously internally and externally. Qualified internal applicants will receive first consideration before any external candidate. Job descriptions for posted positions will be available online.

**7.02a Job Postings Outside Bargaining Unit.** Bargaining unit employees who wish to apply for a position outside this bargaining unit before it is advertised to the public may do so by the posted closing date. Applications will be reviewed only if there are no current, eligible and qualified applicants within the unit where the vacancy exists. The County, at its sole discretion, may or may not select employees for any type of opening, or may proceed with a public posting and include the employees in the employment process. This provision shall only apply to job postings outside the bargaining unit.

**7.02b Job Postings for Sheriff's Office Staff.** The provisions of section 7.02 (Job Postings) shall not apply to Sheriff's Office staff in positions that are subject to Whatcom County Civil Service Rules.



**7.03 Openings.** Employees shall be afforded an opportunity to apply for any different posted Addendum "A" position from which he or she may currently occupy. For any posted opening occurring in a different department (except by division for Public Works) employees shall have an opportunity to apply. Openings shall be offered to qualified applicants in seniority order as provided herein. Management at its discretion shall select supervisors.

A new employee is eligible to apply for vacancies outside their department after six (6) months of employment and having achieved at least "meets job requirements" on all performance elements. All employees are eligible to apply for vacancies within their department at any time.

**7.03a Qualified Applicants.** Qualified applicants for open positions will be considered in the following order before outside candidates are considered:

- (1) employees within the applicable seniority unit (department);
- (2) employees in the seniority unit (department) who are on layoff and have recall rights at the time the position is posted;
- (3) the remainder of the bargaining unit, including any employees outside the seniority unit who are on layoff who have recall rights at the time the position is posted.

**7.03b Probation Periods.** A reasonable probation shall be as listed below and will be extended by total number of days absent from County facilities for any non-County reason including workers' compensation, FMLA absences or other absences:

- 1) new hires shall serve a probation period of six (6) months or up to twelve (12) months for positions with cyclical duties in order to be evaluated in all job functions
- 2) positions without cyclical duties:
  - a. four (4) months for transfers and promotions,
  - b. six (6) months for lead/supervisory,
  - c. six (6) months for recalled employees
- 3) positions with cyclical duties:
  - a. four (4) up to twelve (12) months for transfers and promotions,
  - b. six (6) up to twelve (12) months for lead/supervisory,
  - c. six (6) up to twelve (12) months for recalled employees
- 4) successful completion of initial attendance at an Academy for Juvenile Detention and Juvenile Probation Officers, but not less than six (6) nor more than twelve (12) months

- 5) not less than twelve (12) months for District Court and District Court Probation positions, except District Court Probation Officer positions which must also successfully complete initial attendance at an Academy
- 6) fifteen (15) months for new hires to Sheriff's Office Civil Service positions. Twelve (12) months for internal transfer between different Civil Service positions in the Sheriff's Office.

**7.03b(1) Return Rights.** A transferred or promoted employee may return to their former existing position for the longer of twenty-eight (28) calendar days following their first day, or the date their former position is posted to be filled, but no longer than the probation of their new position. Returning employees retain prior seniority. The County does not guarantee return to the same assignments.

**7.03b(2) Probationary Period Extensions.** Probationary periods can be extended for up to six (6) months with mutual agreement by the Union and the County provided the Union is notified at least ten (10) calendar days prior to the end of the probationary period.

**7.03c Openings in Public Works.** Within the Public Works department, vacancies shall be filled with the following considerations:

(1) The opening shall first be offered to qualified applicants of the work units within the Division in **Division** seniority order.

(2) If not filled from within the Division the opening shall next be offered to qualified applicants within the Department in **Department** seniority order.

(3) If not filled from within the Department, the opening shall next be offered to qualified applicants within the bargaining unit in **County** seniority.

**7.03d Certification in M & O and Equipment Services.** Employees holding positions within M & O and Equipment Services which require specialized certification, test or license as identified by the County in order to perform the function, shall, when the certification is obtained, be placed in an appropriate sub-range. Identified positions requiring specialized certification, test or license are as follows: arborist (1 position), Crane Operator (2 positions) and bridge inspection (2 positions). Employees appointed to any of the aforementioned positions shall not laterally transfer within two (2) years of appointment or certification, whichever is later. Crane Operators added under this section shall be credited for any time worked for purposes of the lateral transfer restriction above.

**7.03e Openings for Juvenile Probation Officers.** The provisions of Article 7 (Job Assignments, Postings and Openings), shall not apply to probation officers in Juvenile. In the case of an opening for a probation officer position, Juvenile

Court will consider qualified internal applicants from Juvenile Court before interviewing applicants outside the Department.

**7.03f Openings for District Court and Probation Staff.** The provisions of Article 7 (Job Assignments, Postings and Openings), shall not apply to District Court and Probation staff. Notwithstanding any other provisions of this Agreement, District Court and Probation staff are screened and recommended for hire to the Judges by the District Court & Probation Administrator. District Court and Probation employees are on a probationary period with the department pursuant to Section 7.03b (Probation Periods). Whether the probationary period shall be extended or regular status attained at the end of the probationary period must be agreed on by the employee, the Administrator, and the presiding Judge. The nature of service provided by Probation Officers requires them to have their home phone numbers available to cooperating agencies, as directed, attend after-hours functions and/or perform after-hours Officer services, as authorized.

**7.03g Definition of Supervisor.** For purposes of Section 7.03b (Probation Periods), supervisory positions are defined to be those positions which directly supervise employees with responsibility for quality and quantity of work, methods and performance evaluations. Also responsible for or makes recommendations on discipline, promotions, hiring, salary changes, terminations and budgets.

**7.03h Openings for Sheriff's Office Staff.** The provisions of Article 7 (Job Assignments, Postings and Openings), shall not apply in positions that are subject to the Whatcom County Civil Service Rules. In the case of openings in such positions, the Sheriff's Office will consider qualified internal applicants from the Sheriff's Office before considering applicants from this Agreement or outside this Agreement at the Sheriff's discretion. Matters pertaining to promotional exams are covered by the Civil Service Rules.

**7.04 Opening Vacancies to Bargaining Unit Employees Before the General Public.** When a vacancy occurs in the bargaining unit covered by this Agreement, the County will attempt to first fill the position with a qualified applicant from within the bargaining unit before the position is opened to the public.

**7.05 Provisional Appointments.** The County may, at its sole discretion, make provisional appointments to an appropriate range, for employees not fully meeting all requirements and qualifications provided such provisional appointment shall be in writing with a copy to the Union.

**7.06 Employee Applications.** The County agrees that the Union may advance proof, for any employee applying for a posted position, that said employee's education, experience or training meets the County's qualifications and provides them the skills, knowledge and abilities required to perform the duties of the position. The County shall be the judge of employee qualifications and abilities.

**7.07 Ability to Cross Border.** Employees must maintain the ability to cross the Canadian border if they are assigned to a position which may at any time require crossing the Canadian Border.

**7.07a Employees on Payroll on July 8, 2008.** In the event U.S. employees employed on July 8, 2008 are required to provide documents crossing the border where the cost to the employee would exceed fifty dollars (\$50) the County and Union agree to meet and bargain the impact on employees. If an employee employed on July 8, 2008 is unable to maintain his/her ability to cross the border, the County and the Union agree to meet and bargain the impact on said employee(s), if necessary.

**7.08 Driver's License.** Employees must maintain a valid Washington State driver's license and required endorsements if they are assigned to a position which requires driving. If an employee is unable to maintain his/her ability to legally drive, the County and the Union agree to meet and bargain the impact on said employee(s), if necessary. The County reserves the right to review driver's license status on a periodic basis.

## **ARTICLE 8 - HEALTH AND WELFARE BENEFITS**

**8.01 Eligibility Criteria.** The County agrees to make contributions into the Benefit Trust Funds, in order to provide the benefits outlined in the following sections of this Article on behalf of all full time and part time employees covered by this Agreement who are regularly scheduled to work and compensated at least eighty (80) hours per month, who are not section 1.01a (Exclusions) employees. Eligibility and contributions for employees newly employed with the County begins on the first of the month following eighty (80) compensated hours in one (1) calendar month of employment. The County obligation shall not exceed an initial two (2) months of contribution to establish coverage under Washington Teamsters Welfare Trust Plans. The term compensation as used herein is defined to be payment of wages for work performed, vacation, accrued sick leave, or other paid leave or income resulting from industrial injury not to exceed twelve (12) months from the date of injury; provided that said work, vacation and/or paid leave must equal or exceed payment for eighty (80) hours in a calendar month. Compensation earned in one (1) month provides benefit coverage pursuant to the Trust. Lump sum cashout of accruals upon termination of employment is not considered compensable hours for any purpose of eligibility or contribution. Benefits shall include the employee, spouse and dependent children in accordance with the Washington Teamsters Welfare Trust Plans.

**8.01a Eligibility for Employees on Payroll on 5/4/93.** Employees on the payroll on May 4, 1993, will remain subject to the eligibility requirement of 50 compensated hours.

**8.02 Trust Terms.** The County agrees to be bound by the terms of the Trustees of the Trust Funds as required by section 8.01 (Eligibility Criteria).



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

- a) **Medical.** – Washington Teamster Welfare Trust Plan “B”.
- b) **Dental.** – Washington Teamsters Welfare Trust Dental Plan “B”.
- c) **Vision.** – Washington Teamsters Welfare Trust Extended Benefit Plan.
- d) **Life.** – life insurance through a carrier to be selected by the County for one year’s base salary to a maximum of \$50,000.
- e) **Waiver of Contributions.** – Washington Teamsters Welfare Trust Employee 9-month Disability Waiver of Contributions Extension.
- f) **Plan D Time Loss** – Washington Teamsters Welfare Trust Employee \$100 per week time loss.

#### **8.04 Maintenance of Benefits**

##### **8.04a Medical Contributions**

**8.04a(1) County Contribution.** For Plan Year 2019, based on the preceding month’s hours, the County shall pay the monthly premium cost of \$1,232.50 to fund the Washington Teamster Welfare Trust Plan “B” and optional Plan “D” Time Loss Plan.

For Plan year 2020, the County shall pay the actual monthly premium cost or up to \$1,313.00, whichever is less.

**8.04a(2) Employee Contribution.** Should funds designated in section 8.04a(1) (County Contribution) not be adequate to cover the full contribution for Medical Plan B and the optional Time Loss Plan D, payment via payroll deductions in the amount needed to fully fund the contribution for both Medical Plan B and Time Loss Plan D shall be the obligation of the employee. Any employee obligation shall be satisfied through payroll deduction utilizing the Flex 125 program. The Union may give the County 60 days’ notice to drop Time Loss Plan D to reduce the amount of any employee obligation.

**8.04a(3) Employee Failure to Make Contributions During Absence.** In the event an employee is a beneficiary of Section 8.03, Health and Welfare, without compensable hours, and the employee has not written a check to reimburse the County per Section 8.04a(2) during their absence, such amount shall also be repaid to the County as provided in Section 8.04a(2).

**8.04b Dental, Vision, Life, and Waiver of Contribution.** The County agrees to pay the appropriate monthly contribution amount necessary to provide the

benefits listed in sections 8.03 b), c), d), and e) (Dental, Vision, Life and Waiver of Contributions) during the life of this Agreement.

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

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

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

**8.08 Re-Opener.** Upon 30 days' notice to the County, the Union may open the provisions of this Article 8 (Health & Welfare Benefits) for the purposes of substituting alternative benefit plans or programs for the ones contained in this Article 8 (Health & Welfare). It is agreed that the County shall not incur any additional cost or liability either directly or indirectly by virtue of any substitution of plan or program. Except for the foregoing limit on County liability and cost, the County will not unreasonably withhold its agreement.

## **ARTICLE 9 - SICK LEAVE**

**9.01 Eligibility Criteria.** To be eligible to accrue sick leave as provided herein, employees must receive compensation each month. The term compensation as used herein is defined to be payment of wages for work performed, vacation, accrued sick leave, or other paid leave. Employees must be compensated for eighty (80) hours in a calendar month to receive sick leave accruals as outlined in 9.02 (Accrual Rate). 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.

**9.01a Eligibility for Employees on Payroll on 5/4/93.** Employees on the payroll on May 4, 1993, will remain subject to the eligibility requirement of 50 compensated hours.

**9.02 Accrual Rate.** Sick leave shall accrue to all full-time and part-time employees based on their currently assigned, but no more than their budgeted full-time equivalency (FTE), who are compensated at least eighty (80) hours in one (1) calendar month of employment, in the amount of eight (8) hours for each month of employment to a maximum of nine hundred and sixty (960) hours. For new hires, sick leave accruals shall begin the first of the month following eighty (80) compensated hours in one (1) calendar month. However, in no instance shall sick leave accrue at a rate less than one (1) hour for every forty (40) hours worked.

**9.02a Employees Appointed to < 1.0 FTE.** Employees appointed to less than a 1.0 FTE shall receive such benefits based on their currently assigned, but no more than their budgeted full-time equivalency (FTE) and not less than as required by RCW 49.46.210.

**9.02b Layoff Impact on Accrual.** If an employee is on layoff, sick leave shall not accrue during such layoff; however, upon return to work, the sick leave accrual at the time of layoff, minus any cashout, shall be made available to the employee and additional days shall accrue from the first month the employee returns to work.

**9.02c Maximum Accrual.** An employee, who has accrued nine hundred and sixty (960) hours of sick leave on December 31 of any year, shall be allowed to accrue up to one thousand and fifty-six (1,056) hours of sick leave during the year immediately subsequent. These additional hours of accrual may not be cashed out. The employee's total accrual reverts back to no more than nine hundred and sixty (960) hours at the end of the last pay period of any calendar year.

**9.03 Sick Leave Usage.** Sick leave shall include time off for the bona fide illness, accident or injury, dentist and doctor appointments of the employee or for any other purpose in accordance with law. An employee may use sick leave to care for the child of the employee, or a dependent child as defined by law, with a health condition that requires treatment or supervision or for the care of an employee's spouse, State registered domestic partner, registered spousal equivalent (40 hour maximum), parent, parent-in-law or grandparent with a serious health condition or an emergency condition or for any other purpose in accordance with law. Family members are as defined by RCW 49.46.210(2). Use of sick leave other than the purposes outlined by law may result in disciplinary action.

**9.03a Verification** For absences exceeding three (3) consecutive work days, the County may request an employee provide verification that the use of paid sick leave is for an authorized purpose and the employee shall provide verification to the County's Human Resource Division no later than ten (10) work days following the date the request was made. Such requests shall be in accordance with RCW 49.46.210. Verification for domestic violence leave will be pursuant to WAC 296-135-070.

**9.03b Notification to Supervisor.** It is the employee's responsibility to provide reasonable notice to their supervisor of their inability to work prior to the beginning of the work day or as early as practicable.

**9.03c Registering Spousal Equivalents.** Employees must register their spousal equivalent with Administrative Services – Human Resources on the appropriate form before being able to utilize accrued sick leave.

**9.03d Leave Sharing Program.** Employees may voluntarily donate up to twenty-four (24) hours of sick leave accruals and up to twenty-four (24) hours of vacation leave accruals each year to employees eligible to receive leave donations

under the County's Leave Sharing Program. This section is not subject to the grievance procedure.

**9.03e Excess Sick Leave Contributions.** Employees who have at least 960 hours in their sick leave bank at the beginning and end of the calendar year (or at the beginning of a calendar year and upon termination in that same year) shall receive a contribution to their 457 deferred compensation plan based on a portion of additional hours accrued during the year. The excess sick leave contribution is calculated based on hours accrued (to a maximum of 48) minus hours used, multiplied by 25%, and multiplied by the hourly rate at year end. Hours used in this calculation are no longer available to the participant. Employees eligible for a contribution must be enrolled in a deferred compensation plan prior to February 1 to receive the contribution or the excess sick leave will be forfeited.

**9.04 Separation Cashout.** An employee with three (3) or more years of current continuous employment with the County shall be entitled to cashout upon termination in the amount of twenty-five percent (25%) of their sick leave bank at the time of termination; provided, however, such employee has given at least two weeks' notice prior to termination; and provided further, that this section shall not apply to any employee terminated for cause. Lump sum cashout of accruals upon termination of employment is not considered compensable hours for any purpose of eligibility or contribution pursuant to Section 8.01 (Eligibility Criteria).

**9.04a Employees Hired Before May 15, 1984.** An employee hired before May 15, 1984, with three (3) or more years of current continuous employment with the County shall be entitled to cashout upon termination in the amount of fifty percent (50%) of their sick leave bank at the time of termination; provided, however, such employee has given at least two weeks' notice prior to termination; provided further, that this section shall not apply to any employee terminated for cause.

## **ARTICLE 10 - LEAVES**

**10.01 Family Leave.** The County agrees to provide leave to any eligible employee covered by this Agreement, consistent with the Washington State Family Leave Laws and the Federal Family and Medical Leave Act (FMLA). Employees eligible for statutory leave (i.e. FMLA, Washington Family Leave Laws, etc.) shall use all accrued paid vacation and personal holiday leave available concurrent with any claimed statutory leave, consistent with applicable statute, except Workers' Compensation per section 10.08. At the employee's option, they may retain up to forty (40) hours of accrued leave.

Employees who have not used a total of four hundred eighty (480) hours (pro-rated based on FTE) of statutory leave (paid or unpaid) during County employment, will not be required to use accrued vacation time and personal holiday leave before using unpaid FMLA leave.

**10.01a Physician Certifications.** The County may require physician

certifications in accordance with state and federal guidelines.

**10.02 Maternity/Disability Leave.** Sick leave shall include time off for maternity/disability leave. In the event sick leave is exhausted before the employee returns to work, any vacation or other paid leave which has accrued must be utilized before approval of any leave without pay is considered by the County. If leave pursuant to this provision would also qualify as leave under any federal or state laws, including the Federal Family and Medical Leave Act or any applicable Washington state laws, the period of leave will apply toward the employee's entitlement to leave under any applicable laws consistent with Article 10 (Leaves). Unless the birth mother chooses to invoke FMLA, a birth mother's period of temporary pregnancy-related disability shall not be deducted from the FMLA leave entitlement.

**10.03 Paternity Leave.** Pursuant to applicable laws, sick leave is available for use by an employee at the time of delivery of a child and during the childbirth disability period of their legal spouse.

**10.04 Jury Duty.** When a regular employee covered by this Agreement is called upon for jury service in any municipal, county, state or federal court, the employee shall advise the department head upon receipt of such call and if taken from work for such service, shall be reimbursed as provided herein for any loss in wages while performing such service so long as the employee has documented jury duty on their timesheet; provided that there shall be deducted from the wages of such employee an amount equal to the amount such employee received for jury duty.

**10.05 Civil Leave.** Civil leave with pay shall be allowed to permit an employee to testify in any federal, state or municipal court when a subpoena compels such testimony and such testimony is on behalf of Whatcom County or is in connection with a matter in which Whatcom County is a party.

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

For the purposes of bereavement leave only, a "day" is defined as the number of hours an employee is assigned to work for the requested days off. Employees working less than an assigned eight (8) hour schedule shall receive bereavement leave benefits



based on their current assignment, but no more than their budgeted full-time equivalency. Additional days off using accrued vacation, personal holiday, comp time, or leave without pay may also be requested.

**10.07 Military Leave.** Compensation and benefits during periods of military leave shall be as outlined in state law, USERRA and County policy. Employees must immediately notify his or her supervisor and Human Resources upon notice or receipt of orders requiring an employee to be absent from their job.

**10.08 Workers' Compensation.** Employees who are unable to perform the work of their Addendum A position due to a work-related injury or illness shall have rights to their Addendum A position or its equivalent rate of pay for up to three hundred and sixty-five (365) days from the date of the injury/illness or their last work day prior to receiving work restrictions. During such absence, employees shall continue to accrue seniority. Any employee absent due to illness/injury who returns to work in their job of injury, including modified duty, will be credited for length of return time within the 365 calendar day limit if the employee must go back on disability for the same injury/illness. It shall be the employee's option to use sick or vacation leave to supplement industrial time loss compensation; however, in no event, shall the employee receive a total weekly compensation which would have exceeded their historic straight-time income.

**10.09 Off-the-Job Injury/Illness.** Employees injured or ill off-the-job shall be afforded return rights for one hundred and eighty-three (183) consecutive calendar days from the date of injury or illness or until expiration of accruals. This period shall include statutory leave rights.

## **ARTICLE 11 - UNEMPLOYMENT COMPENSATION**

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

## **ARTICLE 12 – 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 (RCW 50A.04). Eligibility for state paid leave and benefits are independent of this Agreement and premiums are shared between the County and the employee pursuant to the premium rates established by RCW 50A.04.115.

## **ARTICLES 13 – 14 – HELD IN RESERVE**

## ARTICLE 15 - PAID HOLIDAYS

**15.01 Eligibility Criteria.** All full-time and part-time employees regularly scheduled to work at least eighty (80) hours per month shall be entitled to paid holidays (eight (8) hours per occurrence). To be eligible for holiday pay, an employee must have been on the County's payroll in paid status, or on approved voluntary unpaid furlough, for the entire scheduled workday before and after the holiday.

Paid status is defined as payment of wages for work performed, vacation, accrued sick leave, other paid leave or income for industrial injury not to exceed twelve (12) months.

**15.01a Employees Appointed to <1.0 FTE.** Employees appointed to less than a 1.0 FTE shall receive holiday pay based on their currently assigned, but no more than their budgeted full time equivalency.

**15.01b Eligibility for Employees on Payroll on 5/4/93.** Employees on the payroll on May 4, 1993, will remain subject to the eligibility requirement of 50 compensated hours.

**15.02 Holiday Schedule.** The following shall be paid holidays:

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

**15.02a Holiday Timing.** If a holiday falls on a Sunday, the Monday following shall be the observed holiday. If a holiday falls on a Saturday, the Friday before shall be the observed holiday.

**15.03 State Requirement.** Employees who are required to work, because state law requires an office to remain open on the December 24<sup>th</sup> County holiday observance, shall receive two (2) days' worth of compensatory time (hour for hour), in lieu of premium pay. The two (2) days off are to be taken at a time mutually agreeable between the employee and the employee's supervisor.

**15.04 Pay for Work Performed on Holidays.** Work performed on a paid holiday shall be paid at the rate of double time plus the employee's regular straight-time holiday pay, except as follows:

**15.04a Parks & Recreation and Juvenile Detention.** All Parks & Recreation and Juvenile Court detention employees who work on Thanksgiving, Christmas Eve or Christmas Day (the actual holiday, not the County-observed holiday) will be paid the rate of time and one half for all hours worked each of those days between 12:00 a.m. and midnight.

**15.05 Juvenile Detention Holidays.** Juvenile detention employees shall be paid on a monthly basis after each holiday occurs rather than accrued time off (annual amount = 8 hours X 11 holidays). Personal Holiday may be taken as outlined in section 15.06 (Personal Holiday).

**15.06 Personal Holiday.** Each full-time employee shall receive one (1) Personal Holiday (eight (8) hours) on January 1 each calendar year which may be taken by the employee upon approval after the employee has notified their supervisor at least one (1) week in advance of the requested holiday. The Personal Holiday must be taken during the year in which it was received. Employees who received a personal holiday on January 1 from another bargaining unit are not entitled to another personal holiday until January 1 of the following year.

**15.06a New Hire Eligibility.** No employee shall be eligible to receive the Personal Holiday until after completion of 80 compensated hours in three (3) calendar months of employment.

**15.06b Employees Appointed to <1.0 FTE.** The personal holiday for employees assigned to less than a 1.0 FTE shall be prorated based on their currently assigned, but no more than their budgeted full-time equivalency on January 1 of the calendar year. If an employee working less than full time transfers to a full-time position during the year, the employee will receive a personal holiday in the amount of eight (8) hours on January 1 of the following year.

**15.06c Compensation and Use.** Personal holidays must be taken during the year earned to receive compensation for this benefit, and cannot be cashed out upon separation. Due to business needs, employees who are not allowed to take their Personal Holiday within the calendar year it is earned, shall take the Personal Holiday in the following calendar year.

**15.07 Sheriff's Office 4/10 Holidays.** Selected positions may be required to work a 4/10 schedule in order to accommodate the needs of the Sheriff's Office. These positions will accrue holidays at the rate of 7.34 hours per eligible month up to 88 hours (11 days @ 8 hours). These days shall be scheduled as vacation consistent with section 16.03c (Sheriff's Office Scheduling) and 16.03c (1) (Scheduling Limitations), except that employees are required to schedule ten hours of vacation on Thanksgiving, the day before Christmas and Christmas Day.

## **ARTICLE 16 - VACATION**

**16.01 Eligibility Criteria.** All full-time and part-time employees regularly scheduled to work at least eighty (80) hours per month are eligible to accrue vacation, provided employees must receive compensation each month. The term compensation as used herein is defined to be payment of wages for work performed, vacation, accrued sick leave, or other paid leave; provided that said work, vacation and/or paid leave must equal or exceed payment for eighty (80) hours in a calendar month. Income

resulting from an industrial injury to a maximum of twelve (12) months from the date of the injury shall also be credited as compensation.

**16.01a New Employees.** New employees shall be eligible for paid vacation the beginning of the first pay period following completion of six (6) months of service as a regular employee.

**16.01b Eligibility for Employees on Payroll on 5/4/93.** Employees on the payroll on May 4, 1993, will remain subject to the eligibility requirement of 50 compensated hours.

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

<b>During the Following Years of Service</b>	<b>Hours of Vacation</b>
0-3 years	8.00 hours
4 years	10.00 hours
5-7 years	11.34 hours
8-9 years	12.00 hours
10 years	13.34 hours
11 years	14.00 hours
12 years	14.67 hours
13 years	15.34 hours
14 years	16.00 hours
15 years	16.67 hours

**16.02a Employees Appointed to < 1.0 FTE.** Employees appointed to less than a 1.0 FTE shall accrue vacation benefits based on their currently assigned, but no more than their budgeted full-time equivalency (FTE).

**16.02b Monthly Vacation Accrual Anniversary Date.** For employees hired on or after January 1, 1994, the first of the month of the employee's anniversary date will be used for vacation accrual purposes.

**16.02b(1) Accrual for Employees Hired Prior to January 1, 1994.** The monthly vacation accrual for employees hired prior to January 1, 1994, will be based on the years of service they would have been given credit for on January 1, 1994, had the annual vacation accrual schedule remained in effect. January 1 will be the anniversary date for future vacation accrual for employees hired prior to January 1, 1994.

**16.02c Maximum Accrual.** Employees may accrue and carry forward a maximum of 240 hours vacation on December 31 of any year. Unused vacation in

excess of 240 hours shall be forfeited on January 1 of the following year. Employees who have a previously approved vacation cancelled in writing by Management due to a County emergency and are not allowed to reschedule before the end of the year are eligible to have those hours carried over if they would otherwise forfeit those hours.

**16.03 Scheduling.** Vacations may be taken by the employee at any time during a calendar year following selection from a vacation chart, by seniority. Such vacation chart is to be posted by the department allowing all employees to make selections. Vacation may also be scheduled after seniority vacation bidding on a first-come, first-serve basis as mutually agreed between the employee and his/her department head or designee. Application of seniority shall be separate for each department covered by this Agreement, except in the Public Works Department where seniority shall be separate for each Work Unit of the Department. The Employer reserves the right to restrict the number of employees on vacation at any one time to maintain operational efficiency, provided that such restrictions are reasonably administered.

**16.03a Public Works Work Units.** There shall be a separate vacation schedule for each Work Unit within Public Works:

Division	Work Unit
• Administration	PW Administration, Accounting Staff
• Engineering	Engineering Administration, Design/Construction, Traffic, Development, Environmental, River & Flood
• Central Shop	M & O, Equipment Services
• Stormwater	Stormwater

**16.03b Health Clerical.** Requests for leave shall be in writing on a leave request form and must be approved in advance by the employee's supervisor. In the event of conflicts between employee's requests for leave, the employee first requesting leave shall prevail.

**16.03c Sheriff's Office Scheduling.** Vacations may be bid by seniority, in one-week blocks, two weeks at a time per Sheriff's Office policy/practice. Starting January 1, 2014, vacation may be bid based on anticipated accruals and used as accrued and approved.

**16.03c(1) Scheduling Limitation.** Employees assigned to Outside Maintenance Coordinator, ID Technician (Evidence) and Clerk III (Jail) may be limited by the Sheriff to not more than one employee off from each area during any one week.

**16.04 Annual Cashout by Mutual Agreement.** By mutual agreement between the employee, the department head and the Executive or his or her designee, employees shall be allowed to cash out up to forty (40) hours of vacation per year.



**16.05 Separation Cashout.** When an employee terminates or is terminated, such employee shall receive pay for accrued but unused vacation to the date of severance of employment. Lump sum cashout of accruals upon termination of employment is not considered compensable hours for any purpose of eligibility or contribution pursuant to Section 8.01 (Eligibility Criteria).

**16.05a New Employees.** When employment is terminated before the end of the initial six months of service, employees shall not receive accrued vacation pay.

## **ARTICLE 17 - AUTHORIZATION FOR INITIATION FEES & DUES**

**17.01 Dues Deduction.** The County agrees to deduct such membership initiation fees and dues from the wages of employees who have authorized such deductions in writing. The payroll deduction will begin upon hire, or the first pay period following the County's receipt of the authorization form. The County will remit to the Secretary-Treasurer of Teamsters Union Local No. 231 said monies together with a list of employees, and amounts to be credited on their behalf.

**17.02 Hold Harmless.** The Union and each employee authorizing the assignment of wages for the payment of Union dues hereby undertake to indemnify and hold the County harmless from all claims, demands, suits or other forms of liability that may arise against the County for or on account of any deduction made from the wages of such employee.

**17.03 Revocation.** An employee may revoke his or her authorization for payroll deduction of payments by written notice to the Union and to the County. The payroll deduction will end the pay period following the County's receipt of the employee's written notice. The County will forward all employee requests for revocation of dues to the Union upon receipt.

**17.04 New Bargaining Unit Members.** The County will provide Union representatives reasonable access to meet with new employees covered by this agreement during work time for up to thirty (30) minutes within ninety (90) days of hire for the purpose of presenting Union membership information.

## **ARTICLE 18 - SALARY SCHEDULE**

**18.01 Salary Schedules.** Employees shall be classified pursuant to Addendum A (Position Title Index) and paid pursuant to Addendum B (Wages), which are a part of this Agreement by reference.

Effective January 1, 2019, each wage step in all ranges of the 2018 hourly matrix shall increase by 2.5%.

Effective the first full pay period of January, 2020, each wage step in all ranges of the 2019 hourly matrix shall increase by 2.0%.

Effective the first full pay period of July, 2020, each wage step in all ranges of the 2020 hourly matrix shall increase by 1.0%

**18.01a Step Placement.** New employees will generally be placed in the entry level pay step as employees subject to a probationary period as outlined in Section 7.03b (Probation Periods). Provided further, that at the discretion of the department head and, if required, upon approval of the County Executive, an employee may be placed in a higher pay step.

**18.01b Step Movement.** Each employee will move per Addendum B to the next higher step the first of the month in which the employee's anniversary/step date falls until they reach the top step.

**18.01c Contract Minimums.** Wage rates as provided for in this Agreement shall be minimums and shall not preclude the payment of wages otherwise authorized by the Executive.

**18.02 Performance Evaluation.** Forty-five (45) days prior to each employee's anniversary date the department supervisor or department head will conduct an employee performance evaluation. These evaluations shall be done on an annual basis. Employees shall have an opportunity to review their job duties and content with their supervisor as part of the annual performance review.

a) Any employee receiving an overall job performance evaluation of "needs improvement" or "fails to meet job requirements" shall have forty-five (45) days in which to correct the deficiency noted in said employee's evaluation. Prior to the employee's anniversary date the employee may request in writing a re-evaluation.

b) Subsequent to a favorable job performance evaluation the supervisor or department head shall recommend advancement to the next pay step.

**18.02a Evaluation Review.** It is agreed that the Head of Human Resources or a designee and a Union representative will annually review the evaluation system for effectiveness.

**18.02b Unsatisfactory Evaluation.** In the event an employee receives a "fails to meet" or "needs improvement" overall evaluation pursuant to section 18.02a (Performance Evaluation), he/she shall be advised in writing by the department head or supervisor. The employee will have ten (10) days in which to file a protest with the Union. The Union will investigate, and, if it is determined that a dispute exists, it shall be submitted in writing within ten (10) days of the date the protest was filed to Human Resources. The Union representative and the Head of Human Resources or designee shall meet within five (5) days in an attempt to resolve the dispute. If mutual agreement cannot be reached, the dispute may be submitted to a panel consisting of three (3) individuals -- one Union Representative, the Head of Human Resources or designee,

and one impartial member who shall serve as chairperson of the panel. Should the Union and the Head of Human Resources or designee fail to reach mutual agreement on the selection of an impartial chairperson, each shall submit three (3) names of prospective panel chairpersons. The County shall select one name from the Union list and the Union shall select one name from the County list. The two names will be placed in a container. The third panel member shall be the name drawn from the container and shall be chairperson of the panel. Investigation by the panel shall commence within five (5) days of the date of selection of the impartial chairperson unless otherwise mutually agreed to. Following investigation as to the reason for the unsatisfactory evaluation, the panel shall vote by secret ballot in settling the dispute. Such decision shall be final and binding upon the County and the Union and the employee(s) and shall not be subject to the grievance procedure.

**18.03 Pay Range Placement.** The County shall place employees in a pay range that is consistent with their duties, responsibilities and job content.

**18.04 Position Pay Ranges.** The pay range established for the positions listed in Addendum A shall only be revised as provided for in this agreement. Disputes regarding proper pay range placement shall be subject to good faith negotiations. Should a range not be available, a new full range will be created which is 4.3% above the entry step of the prior range with steps at 3.8%. The Parties may create partial ranges to address certain circumstances as an alternative to separate premium pay.

**18.04a Promotion.** In the event of a promotion, an employee shall move to the closest step in the new salary range which awards at least a five percent (5%) increase (but no higher than the top step) over the original salary. The promotion date shall then become the future date for step increases as provided in this Agreement. All promotions are subject to a probationary period per section 7.03b (Probation Periods).

**18.04b Reclassification.** In the event of a reclassification upward, in accordance with County policy AD140000Z (addition of significantly higher-level duties), an employee shall move to the closest step in the new salary range which awards at least a five percent (5%) increase (but no higher than the top step) in the new higher salary range. The reclassification date shall become the step increase date as provided in this Agreement.

**18.04c Position Realignment.** The Union may petition the County by September 1 of any year to be effective the following January 1st, for the realignment of positions that meet the conditions defined in this Section. No position shall be realigned more than once during the term of this Agreement, provided; however, for the term of this Agreement only, realignments may occur every other year. "Realignment" shall mean "change in wage range with no change in duties". For positions to be reviewed the petition must demonstrate at least four (4) matches of the bargaining unit position duties, method of compensation, and qualifications to the same position duties, method of compensation, and qualifications in comparable counties and have an hourly wage that is under the average hourly wage of the comparable counties' positions by at least

three percent (3%). Comparable counties are: Benton, Cowlitz, Kitsap, Skagit, Thurston, and Yakima. All comparable counties where matches exist must be used. Comparisons will be based on the top step hourly wage. Petition forms shall be completed which includes attachments of the job descriptions and wage tables for the comparison counties used in the petition. Once the County determines the data submitted supports the petition that a position requires realignment, affected employees in the position will be placed in a new higher range (one range higher but not more than the top step of the new range or the top step of the top range) in their current step. The effective date of the realignment shall become the step increase date.

**18.04c(1) Additional Considerations.** In the administration of section 18.04c (Position Realignment), in the event the County identifies a position as one with documented local recruitment and/or retention difficulties then secondary comparables based on close geographical location and sociological issues may be considered.

**18.04d Voluntary Move to a Lower Position.** In the event of an employee voluntarily moving to a lower Addendum A position, an employee shall move to the step in the new salary range which provides a reduction as close to five percent (5%) as possible, but not to exceed the top of the new salary range. If the employee is not at the top of the new salary range, they shall retain their current step date.

## **ARTICLE 19 – LONGEVITY**

Longevity was eliminated as a separate compensation item and added to the base wage where it shall be increased automatically as future wage increases occur. The Parties agree for comparability purposes, this collective bargaining agreement provides such longevity as an element of wages. Beginning the first pay period in 2019 following date of adoption, longevity steps will be incorporated into the salary matrix as follows:

Longevity steps 13 through 17 in the Addendum B salary matrix for Ranges 101 through 112 are incorporated into a new top wage step 12.

Longevity steps 11 through 15 in the Addendum B salary matrix for Ranges 130 through 230 are incorporated into a new top wage step 10.

## **ARTICLE 20 - SEPARABILITY AND SAVINGS**

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

## **ARTICLE 21 - UNION ACTIVITY**

It is agreed that eight (8) bargaining unit employees will be allowed to participate in negotiations and grievance procedures without loss in pay, providing such time off will not unnecessarily disrupt the operations of the department. Such employees shall receive straight-time pay while participating in negotiating activities not to exceed the employee's normally scheduled work day. The Union will keep Human Resources advised of current members of the negotiating team and shop stewards.

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 County and is subject to the approval of the Supervisor.

## **ARTICLE 22 - GRIEVANCE PROCEDURE AND ARBITRATION**

**22.01 Grievance.** Grievance as used herein shall mean any dispute or controversy which might arise as to the interpretation or application of this Agreement. All meetings between an employee and management with or without the Union present where disciplinary or grievance issues could be discussed shall be non-public, private meetings of the parties in attendance.

**22.01a Initial Filing.** Employees, with or without their Union representative, after discussing concerns or complaints with their immediate supervisor, must file a grievance as herein defined with their immediate supervisor 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 five (5) working days after its submission, the matter may proceed to step b. If the Union Representative or County wishes to file a grievance, either may do so at step b below.

**22.01b Grievance Written Down.** Within the employee's next three (3) working days after the response 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 his or her designee. If not resolved at this level within the next ten (10) working days the matter may proceed to step c.

**22.01c Non-Binding Mediation.** By mutual agreement, the parties may seek non-binding mediation through the Public Employment Relations Commission (PERC) to resolve the grievance, without foregoing their rights to arbitration.

**22.01d Arbitration.** Any grievance submitted and processed in accordance with the grievance procedure provided above may be taken to arbitration by the County or the Union as herein provided. However, prior to arbitration, the County Executive shall be advised of the dispute.

Either party may, within five (5) working days after failure to adjust the grievance in section 22.01b (Grievance Written Down), serve upon the other party written demand for arbitration. The parties shall select an impartial arbitrator within ten (10) working



days after service of the demand for arbitration. If the parties fail to agree within this period upon an arbitrator who is able and willing to serve, either party may, within five (5) working days thereafter, request the 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 County will strike two names, then the Union two names until the single name remaining is appointed as the arbitrator.

**22.01e Hearing Commencement.** The arbitrator shall commence the hearing within a reasonable time period after his selection and shall render his award in writing within 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.

**22.01f Arbitrator's Fees.** The arbitrator's fees and expenses, the cost of any hearing room and the cost of the shorthand reporter and of the original transcript, if requested by the arbitrator, shall be borne equally by the County and the Union. All other expenses and costs shall be borne by the parties incurring them.

**22.01g Time Limitations.** The County and the Union agree to comply with the time limitations set forth above and either party shall have the right to insist that the time limitations be complied with; provided, however, said time limitations may be waived by mutual agreement but in no event shall failure to comply with the time limitations set forth above deprive the arbitrator of authority to decide the grievance.

**22.01h 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, slowdown, 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.

**22.01i Arbitration Venue.** Venue for all grievance arbitrations shall be Whatcom County unless otherwise mutually agreed.

**22.01j Arbitrator Powers.** The Arbitrator shall have no power to add to, impute or subtract from or to disregard, nullify or otherwise alter any terms of this Agreement or to negotiate new agreements. Arbitrator powers are limited to interpretations of and a decision concerning appropriate application of the terms of the Agreement or other existing pertinent agreement(s), if any, that the parties have adopted.

**22.02 Election of Remedies.** In the event an employee elects to substitute a private attorney as their sole and exclusive representative regarding an employment issue with Whatcom County, such election by the employee shall constitute an election

of remedies and a waiver of the employee's right to pursue the matter as provided in this Agreement. Additionally, with such an election of remedies, the Union agrees it will not represent such employee post the employee election regarding the matter for which the employee has elected a private attorney and the Union shall not file any Unfair Labor Practice regarding the County recognition of the substitute attorney representative or any matter arising from the issues addressed by the substitute attorney representative. Both the employee and the Union will sign a waiver form agreed to by the Union and the County. All costs related to the employee's election of a private attorney shall be borne solely by the employee.

**22.02a Sheriff's Office Election of Remedies.** Any action appealed to the Civil Service Commission shall constitute a waiver of pursuing the grievance procedure of this Agreement. Any matter utilizing the grievance procedure may not be appealed to the Civil Service Commission.

## **ARTICLE 23 - NOTIFICATIONS TO UNION**

**23.01 Notification to Union of Postings and New Positions.** The County shall provide the Union with notice of all new Addendum A positions. The Union may subscribe to receive notifications of vacant positions posted by the County.

**23.02 Notification to Union of New Hires.** The County agrees to notify the Union bi-weekly of new hires. Notification will be in writing and will include the name, address, date of hire, classification, work location and phone number.

**23.03 Position Title Changes.** The Union shall be notified when position title changes occur and the effective dates of such change.

## **ARTICLE 24 - MANAGEMENT RIGHTS**

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

**24.02** Nothing anywhere in this Agreement shall be construed to impair the rights of the Union or the County to bargain about any matter not covered by this Agreement which may be recognized under state law as a mandatory subject of collective bargaining.

**24.03** The County recognizes the Union's RCW 41.56 right to obtain certain bargaining unit employee information. The Union hereby agrees to indemnify and hold the County harmless from all claims, demands, suits or other forms of liability that may arise against the County for or on account of any use or misuse of employee information provided to the Union by the County.

## **ARTICLE 25 - SUBCONTRACTING**

Prior to subcontracting work currently performed by bargaining unit employees, the County will give the union 60-days' notice of its intent to do so and, on request, will meet and discuss the decision. During this time period, the County agrees to negotiate the impacts of said decision on bargaining unit employees. The 60-day notice requirement is not applicable if the subcontracting results from an emergency situation, or if bargaining unit employees are not displaced by subcontracting.

## **ARTICLE 26 – GENERAL PROVISIONS**

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

**26.01a Changes.** Changes to a different institution or account require four (4) weeks' notice and can be made no more than once per calendar quarter. The County may grant exceptions.

**26.01b Waiver.** Employees providing documentation of their inability to open a checking and/or savings account may have this requirement waived.

**26.01c Emergency Cessation.** Employees may temporarily stop EFT in emergency situations with at least seven (7) calendar days' notice before a scheduled payday. Employees must restart the EFT within three months. The County may grant exceptions.

**26.02 Gloves, Coveralls, Rain Gear and Safety Equipment.** The Union agrees that all members shall comply with safety requirements for wearing of hard hats, gloves, safety vests, and other safety equipment when in the field which will be provided by the County as required by specific safety standards or the law.

**26.02a Coveralls** The County agrees to provide coveralls for mechanics, mower operators, employees of Facilities Management, and those working with herbicides, or those working under extremely dirty conditions on a regular basis in the same fashion as in the past.

**26.02b Rain Gear.** The County agrees to furnish rain gear for employees assigned to work in the rain, providing that previously issued rain gear be turned in.

**26.03 Uniforms.** Certain positions require either a full uniform or a shirt with a logo in order to identify County employees to other staff or the public. The County will provide such uniforms as it deems appropriate and employees will wear and clean the uniform as instructed by their supervisor. When replacement is required, an employee separates from County employment, or an employee moves to a position that does not require the provided uniform, the employee shall turn in the uniform to the County.

**26.04 Public Works Tool Allowance.** Tool allowance was eliminated as a separate compensation item, and added to the base wage where it shall be increased automatically as future wage increases occur and will be applicable to all compensated hours. The Parties agree for comparability purposes, this collective bargaining agreement provides such tool allowance as an element of wages.

**26.05 Bulletproof Vests.** Employees who, for safety reasons, are required to wear a bulletproof vest in the performance of their duties, shall make a request to their department head. Consistent with need and availability, such request shall be honored. Once issued, employees shall properly wear and maintain vests as instructed.

**26.06 Clothing Repair, Reimbursement & Replacement.** Employees who, in the course of pursuing their assignments, suffer a loss or substantial damage to employee clothing, excluding normal wear and tear, shall be reimbursed in a timely fashion from time of notification to the County, the reasonable cost for the repair or replacement of like items at a rate commensurate with the condition of the claimed item. Personal property shall be repaired or replaced up to \$35.00 per item.

**26.07 Independent Union Committee.** The County recognizes that the Union may independently establish an employee committee for the purpose of improving operational efficiencies, morale and to make recommendations on realignment and retention issues in order to give effect to section 18.04c (Position Realignment) of this agreement. The County agrees upon request, it will meet as needed, but not more than quarterly and such mutually agreed follow-up meetings, with the Union for the purpose of discussion and consideration of matters brought forward through the Union's independent employee committee.

**26.08 Resident Park Rangers.** The parties agree that Park Rangers accepting a position managing a park with a residency requirement as a condition of employment shall reside on the premises in accordance with a Residency Agreement, acceptable to the Union, between the employee and the County. The parties further agree that the Residency Agreement shall be reviewed periodically.

**26.09 Sheriff's Office Shots.** The following vaccinations or shots will be provided for Sheriff's Office employees on a voluntary basis: Tdap (diphtheria, tetanus, and pertussis), hepatitis A, hepatitis B, and influenza. The County will provide and pay for follow-up blood tests to see if the hepatitis B shot was effective. New shots may be added as determined by the County Health Officer as prudent for the health of employees. Adverse reactions from mandated shots will be treated according to Labor and Industries standards.

## **ARTICLE 27 - CONTRACT DURATION**


**27.01** With the exceptions noted in specific paragraphs, this Agreement, including Letters of Understanding #1 through #4, shall be in full force and effect through December 31, 2020, and shall continue in full force and effect from year to year

thereafter, unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration.

**27.02** 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, 2021, or January 1st of any subsequent year, advising that such party desires to continue this Agreement but also desires to revise or change the terms or conditions of such Agreement.

THIS AGREEMENT IS EXECUTED THIS 23rd day of April, 2019 by the duly authorized representatives of the parties hereto.

**GENERAL TEAMSTERS UNION  
LOCAL #231**

By:   
Rich Ewing  
Secretary-Treasurer

**WHATCOM COUNTY, WASHINGTON**

By: \_\_\_\_\_  
Jack Louws  
Whatcom County Executive

APPROVED AS TO FORM:

  
Civil Deputy Prosecuting Attorney



## ADDENDUM A POSITION TITLE INDEX

Range	Position Title		
102.0			
105.0	Account Clerk I	Clerk II	
106.0	Custodian		
106.1 (Shift)	Custodian		
107.0	Account Clerk II	Clerk/Receptionist	
108.0	Account Clerk III	Clerk III	Court Clerk
109.0	Account Clerk IV Clerk IV Legal Assistant I	Legal Secretary I Permit Center Technician I Records Assistant	Specialty Court Clerk
110.0	Accounting Technician Calendar Coordinator Clerk V Court Facilitator Court Services Coordinator Division Secretary	Drafter/GIS Technician I Facilities Maintenance Specialist Jury Coordinator Legal Secretary II Maintenance Worker II Personal Property Clerk	Program Technician Purchasing Assistant Road Maintenance Worker Sr. Clerk Sr. Court Clerk Weed Compliance Inspector
111.0	Accountant I Legal Assistant II	Legal Secretary III Permit Center Technician II	Revenue Deputy I
112.0	Administrative Secretary Coordinator Drafter/GIS Technician II Engineering Technician I Financial Accountant	Head Cashier ID Technician Juvenile Detention Officer I Legal Assistant III Park Attendant	Permit Center Technician III Planning Technician Revenue Deputy II Survey Technician I
112.1 (12-hour Shift)	Juvenile Detention Officer I		
112.2 (Rotation 6 to 7)	Facilities Maintenance Technician		
112.3 (Rotation up to 3)	ID Technician (Evidence)		
130.0	Appraiser I Coordinator II Domestic Relations Coordinator Drafter/GIS Technician III	Facilities Assistant Legal Assistant IV Maintenance Worker III Outside Maintenance Coord.	Revenue Deputy III Sr. Road Maintenance Worker Victim Witness Coordinator
130.1 (Rotation 4 to 5)	Sr. Road Maintenance Worker (Sign Crew)		
130.2 (Rotation up to 3)	Sr. Road Maintenance Worker (Pt. Roberts)		
140.0	Applications Technician Engineering Technician II Fire Inspector I  GIS Specialist I	Heavy Equipment Operator Juvenile Detention Officer II Paralegal  Plans Examiner I	Public Service Inspector I Purchasing Coordinator Sr. Road Maintenance Worker – Basket Truck Survey Technician II
140.1 (12-hour Shift)	Juvenile Detention Officer II		
140.2 (Certification)	Heavy Equipment Operator (Bridge Inspector)	Sr. Road Maintenance Worker – Basket Truck (Arborist)	
140.3 (Rotation up to 3)	Fire Inspector I		
140.4 (Rotation 4 to 5)	Sign Leader		
150.0	Accountant II	Investment Officer	Prevention Coordinator

Range	Position Title		
	Appraiser II	Operations/Accounting Specialist	Public Service Inspector II
	Community Health Specialist I	Park Ranger	Sr. Purchasing Coordinator
	Contract Coordinator	Plans Examiner II	Victim Witness Coordinator II
150.1	Heavy Duty Mechanic		
(Tool Allowance)			
150.2	Sr. Sign Leader		
(Rotation 4 to 5)			
150.3	Fire Inspector II		
(Rotation up to 3)			
160.0	Appraiser III	Dependency Guardian Ad Litem	Planner I
	Behavioral Health Specialist		Probation Officer I
	CASA Volunteer Coordinator	Engineering Technician III	Repair Maintenance III
	Community Health Specialist II	GIS Specialist II	Substance Abuse Specialist I
	Community Programs Coord.	Investigator	Survey Technician III
	Data Applications Specialist	Juvenile Detention Officer III	Systems Support Specialist
		Lead Victim Witness Coord.	
160.1	Juvenile Detention Officer III		
(12-hour Shift)			
160.2	M & O Team Leader		
(Rotation 10+)			
160.3	Facilities Technical Specialist	M & O Team Leader	
(Rotation 6 to 7)			
170.0	Applications Specialist	Crime Analyst	Public Service Inspector III
	Appraiser IV	Lead Dependency Guardian Ad Litem	Tax Specialist
	Community Health Spec. Lead	Plans Examiner III	
170.1	Fire Inspector III		
(Rotation up to 3)			
180.0	Applications Administrator	GIS Specialist III	Program Specialist
	Appraiser V	Investigator II	Substance Abuse Specialist II
	Conservation & Parks Steward	Planner II	Systems Administrator
	Engineering Technician IV	Plans Examiner IV	Regional Park Supervisor
	GIS Administrator	Probation Officer II	
180.1	Facilities Maintenance Lead		
(Rotation 6 to 7)			
180.2	Systems Analyst I		
(Rotation up to 3)			
190.0	Lead Probation Officer	Planner III	
	Permit Center Specialist	Sr. Public Service Inspector	
190.1	Road Crew Leader		
(Rotation 10+)			
190.2	Shop Crew Leader		
(Rotation 10+ Tool Allow)			
190.3	Road Crew Leader		
(Rotation 6 to 7)			
190.4	Shop Crew Leader		
(Rotation 6 to 7 + Tool Allow)			
200.0	Engineer I	Sr. Survey Technician	
	Sr. Engineering Technician	Sr. Applications Administrator	Probation Officer III
200.2	Active Directory Administrator	Sr. Systems Administrator	
(Rotation up to 3)	Network Engineer	Systems Analyst II	
210.0	Engineer II	Sr. Planner	
210.1	Sr. Systems Analyst		
(Rotation up to 3)			
220.0	Engineer III	Land Surveyor III	
230.0	Sr. Engineer	Sr. Professional Land Surveyor	

**ADDENDUM B**  
**HOURLY WAGES**  
Ranges 101 – 112

Effective January, 2019 +2.5%

Range	12 months of service to move to next step											
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
101.0	\$12.89	\$13.41	\$13.92	\$14.47	\$15.06	\$15.61	\$16.49	\$17.13	\$17.81	\$18.56	\$18.92	\$19.64
102.0	\$13.41	\$13.96	\$14.49	\$15.09	\$15.65	\$16.24	\$17.19	\$17.83	\$18.56	\$19.32	\$19.71	\$20.45
103.0	\$13.95	\$14.54	\$15.12	\$15.69	\$16.29	\$16.93	\$17.88	\$18.58	\$19.30	\$20.11	\$20.51	\$21.29
104.0	\$14.54	\$15.14	\$15.71	\$16.36	\$16.96	\$17.60	\$18.61	\$19.30	\$20.06	\$20.90	\$21.31	\$22.12
105.0	\$15.15	\$15.77	\$16.40	\$17.02	\$17.65	\$18.35	\$19.36	\$20.10	\$20.90	\$21.75	\$22.19	\$23.03
106.0	\$15.76	\$16.43	\$17.06	\$17.71	\$18.39	\$19.11	\$20.13	\$20.91	\$21.73	\$22.62	\$23.06	\$23.93
106.1	\$16.30	\$16.98	\$17.60	\$18.25	\$18.93	\$19.65	\$20.68	\$21.45	\$22.27	\$23.16	\$23.60	\$24.49
107.0	\$16.44	\$17.11	\$17.80	\$18.45	\$19.19	\$19.92	\$20.98	\$21.77	\$22.65	\$23.56	\$24.03	\$24.94
108.0	\$17.10	\$17.83	\$18.52	\$19.24	\$20.00	\$20.73	\$21.86	\$22.66	\$23.55	\$24.50	\$24.98	\$25.93
109.0	\$17.81	\$18.58	\$19.29	\$20.04	\$20.80	\$21.60	\$22.72	\$23.57	\$24.50	\$25.50	\$26.00	\$26.99
110.0	\$18.58	\$19.32	\$20.09	\$20.87	\$21.66	\$22.48	\$23.67	\$24.58	\$25.53	\$26.58	\$27.11	\$28.14
111.0	\$19.31	\$20.11	\$20.91	\$21.73	\$22.59	\$23.44	\$24.66	\$25.59	\$26.60	\$27.67	\$28.22	\$29.29
112.0	\$20.13	\$20.97	\$21.79	\$22.67	\$23.53	\$24.42	\$25.66	\$26.64	\$27.69	\$28.82	\$29.40	\$30.51
112.1	\$20.46	\$21.30	\$22.12	\$23.00	\$23.86	\$24.75	\$25.99	\$26.97	\$28.02	\$29.15	\$29.72	\$30.85
112.2	\$20.68	\$21.52	\$22.35	\$23.23	\$24.08	\$24.97	\$26.21	\$27.20	\$28.24	\$29.37	\$29.95	\$31.09
112.3	\$21.83	\$22.67	\$23.50	\$24.38	\$25.23	\$26.12	\$27.36	\$28.35	\$29.40	\$30.52	\$31.10	\$32.28

Effective January, 2020 +2.0%

Range	12 months of service to move to next step											
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
101.0	\$13.15	\$13.68	\$14.20	\$14.76	\$15.36	\$15.92	\$16.82	\$17.48	\$18.17	\$18.93	\$19.29	\$20.03
102.0	\$13.68	\$14.24	\$14.78	\$15.39	\$15.96	\$16.57	\$17.53	\$18.19	\$18.93	\$19.71	\$20.10	\$20.86
103.0	\$14.23	\$14.83	\$15.42	\$16.00	\$16.61	\$17.27	\$18.24	\$18.95	\$19.69	\$20.51	\$20.92	\$21.71
104.0	\$14.83	\$15.44	\$16.03	\$16.68	\$17.30	\$17.95	\$18.98	\$19.69	\$20.46	\$21.32	\$21.73	\$22.56
105.0	\$15.45	\$16.08	\$16.73	\$17.36	\$18.01	\$18.72	\$19.74	\$20.50	\$21.32	\$22.18	\$22.63	\$23.49
106.0	\$16.08	\$16.76	\$17.40	\$18.06	\$18.75	\$19.49	\$20.54	\$21.33	\$22.16	\$23.07	\$23.52	\$24.41
106.1	\$16.63	\$17.32	\$17.95	\$18.62	\$19.31	\$20.04	\$21.09	\$21.88	\$22.71	\$23.62	\$24.07	\$24.98
107.0	\$16.77	\$17.45	\$18.16	\$18.82	\$19.57	\$20.32	\$21.40	\$22.21	\$23.10	\$24.04	\$24.51	\$25.44
108.0	\$17.45	\$18.19	\$18.89	\$19.63	\$20.40	\$21.15	\$22.30	\$23.11	\$24.02	\$24.99	\$25.48	\$26.45
109.0	\$18.17	\$18.95	\$19.67	\$20.45	\$21.22	\$22.03	\$23.17	\$24.05	\$24.99	\$26.01	\$26.52	\$27.53
110.0	\$18.95	\$19.71	\$20.49	\$21.29	\$22.09	\$22.93	\$24.14	\$25.07	\$26.04	\$27.11	\$27.65	\$28.70
111.0	\$19.70	\$20.51	\$21.33	\$22.16	\$23.05	\$23.91	\$25.15	\$26.11	\$27.13	\$28.22	\$28.79	\$29.88
112.0	\$20.53	\$21.39	\$22.23	\$23.13	\$24.00	\$24.91	\$26.17	\$27.18	\$28.25	\$29.40	\$29.98	\$31.12
112.1	\$20.87	\$21.72	\$22.56	\$23.46	\$24.33	\$25.24	\$26.51	\$27.51	\$28.58	\$29.73	\$30.32	\$31.47
112.2	\$21.10	\$21.95	\$22.79	\$23.69	\$24.56	\$25.47	\$26.74	\$27.74	\$28.81	\$29.96	\$30.55	\$31.71
112.3	\$22.27	\$23.13	\$23.97	\$24.86	\$25.74	\$26.65	\$27.91	\$28.91	\$29.98	\$31.13	\$31.72	\$32.93

## Ranges 101 – 112

Effective July, 2020 +1.0%

Range	12 months of service to move to next step											
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
101.0	\$13.28	\$13.82	\$14.34	\$14.91	\$15.51	\$16.08	\$16.99	\$17.65	\$18.35	\$19.12	\$19.49	\$20.23
102.0	\$13.82	\$14.39	\$14.93	\$15.55	\$16.12	\$16.73	\$17.71	\$18.37	\$19.12	\$19.91	\$20.30	\$21.07
103.0	\$14.37	\$14.98	\$15.57	\$16.16	\$16.78	\$17.44	\$18.42	\$19.14	\$19.88	\$20.72	\$21.13	\$21.93
104.0	\$14.98	\$15.60	\$16.19	\$16.85	\$17.48	\$18.13	\$19.17	\$19.88	\$20.66	\$21.53	\$21.95	\$22.79
105.0	\$15.60	\$16.25	\$16.90	\$17.54	\$18.19	\$18.91	\$19.94	\$20.71	\$21.53	\$22.40	\$22.86	\$23.73
106.0	\$16.24	\$16.93	\$17.57	\$18.24	\$18.94	\$19.69	\$20.74	\$21.54	\$22.38	\$23.30	\$23.75	\$24.66
106.1	\$16.80	\$17.49	\$18.13	\$18.80	\$19.50	\$20.24	\$21.30	\$22.10	\$22.94	\$23.86	\$24.31	\$25.23
107.0	\$16.94	\$17.63	\$18.34	\$19.01	\$19.77	\$20.52	\$21.61	\$22.43	\$23.33	\$24.28	\$24.75	\$25.69
108.0	\$17.62	\$18.37	\$19.08	\$19.82	\$20.60	\$21.36	\$22.52	\$23.35	\$24.26	\$25.24	\$25.74	\$26.72
109.0	\$18.35	\$19.14	\$19.87	\$20.65	\$21.43	\$22.25	\$23.40	\$24.29	\$25.24	\$26.27	\$26.79	\$27.80
110.0	\$19.14	\$19.91	\$20.70	\$21.50	\$22.31	\$23.16	\$24.38	\$25.32	\$26.30	\$27.38	\$27.92	\$28.99
111.0	\$19.89	\$20.72	\$21.54	\$22.38	\$23.28	\$24.15	\$25.40	\$26.37	\$27.40	\$28.51	\$29.07	\$30.18
112.0	\$20.74	\$21.60	\$22.45	\$23.36	\$24.24	\$25.16	\$26.44	\$27.45	\$28.53	\$29.69	\$30.28	\$31.43
112.1	\$21.07	\$21.94	\$22.79	\$23.69	\$24.58	\$25.50	\$26.77	\$27.78	\$28.87	\$30.03	\$30.62	\$31.78
112.2	\$21.31	\$22.17	\$23.02	\$23.93	\$24.81	\$25.73	\$27.01	\$28.02	\$29.10	\$30.26	\$30.85	\$32.02
112.3	\$22.49	\$23.36	\$24.21	\$25.11	\$26.00	\$26.91	\$28.19	\$29.20	\$30.28	\$31.45	\$32.04	\$33.26



## Ranges 130 - 230

Effective January 2019 +2.5%

Range	12 months of service to move to next step									
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
130.0	\$22.72	\$23.60	\$24.49	\$25.42	\$26.39	\$27.44	\$28.81	\$29.86	\$31.04	\$32.75
130.1	\$23.57	\$24.45	\$25.35	\$26.28	\$27.25	\$28.30	\$29.67	\$30.71	\$31.90	\$33.65
130.2	\$24.42	\$25.30	\$26.19	\$27.13	\$28.10	\$29.15	\$30.51	\$31.56	\$32.75	\$34.55
140.0	\$23.67	\$24.61	\$25.55	\$26.54	\$27.56	\$28.59	\$29.97	\$31.11	\$32.33	\$34.11
140.1	\$23.99	\$24.94	\$25.88	\$26.87	\$27.88	\$28.92	\$30.30	\$31.44	\$32.66	\$34.45
140.2	\$24.17	\$25.14	\$26.10	\$27.12	\$28.16	\$29.21	\$30.61	\$31.78	\$33.02	\$34.83
140.3	\$25.37	\$26.32	\$27.25	\$28.24	\$29.26	\$30.30	\$31.67	\$32.81	\$34.03	\$35.90
140.4	\$24.52	\$25.47	\$26.41	\$27.40	\$28.41	\$29.45	\$30.83	\$31.97	\$33.19	\$35.01
150.0	\$24.66	\$25.59	\$26.62	\$27.62	\$28.67	\$29.80	\$31.20	\$32.40	\$33.67	\$35.52
150.1	\$25.10	\$26.03	\$27.06	\$28.06	\$29.11	\$30.24	\$31.64	\$32.84	\$34.11	\$35.99
150.2	\$25.51	\$26.45	\$27.48	\$28.48	\$29.53	\$30.66	\$32.06	\$33.25	\$34.53	\$36.43
150.3	\$26.36	\$27.30	\$28.32	\$29.33	\$30.38	\$31.50	\$32.90	\$34.10	\$35.37	\$37.32
160.0	\$25.66	\$26.69	\$27.70	\$28.77	\$29.89	\$31.03	\$32.52	\$33.76	\$35.08	\$37.01
160.1	\$25.99	\$27.02	\$28.03	\$29.10	\$30.22	\$31.36	\$32.85	\$34.09	\$35.41	\$37.35
160.2	\$26.01	\$27.04	\$28.05	\$29.12	\$30.24	\$31.38	\$32.87	\$34.11	\$35.43	\$37.38
160.3	\$26.21	\$27.24	\$28.26	\$29.33	\$30.44	\$31.58	\$33.07	\$34.31	\$35.63	\$37.59
170.0	\$26.74	\$27.83	\$28.90	\$29.98	\$31.14	\$32.33	\$33.88	\$35.16	\$36.54	\$38.54
170.1	\$28.45	\$29.53	\$30.60	\$31.69	\$32.85	\$34.03	\$35.59	\$36.86	\$38.24	\$40.34
180.0	\$27.88	\$28.98	\$30.07	\$31.25	\$32.45	\$33.67	\$35.26	\$36.59	\$38.01	\$40.10
180.1	\$28.44	\$29.53	\$30.62	\$31.80	\$33.00	\$34.22	\$35.81	\$37.14	\$38.57	\$40.69
180.2	\$29.59	\$30.68	\$31.78	\$32.95	\$34.16	\$35.37	\$36.96	\$38.29	\$39.72	\$41.90
190.0	\$29.06	\$30.17	\$31.36	\$32.58	\$33.86	\$35.09	\$36.73	\$38.13	\$39.59	\$41.77
190.1	\$29.41	\$30.52	\$31.71	\$32.93	\$34.21	\$35.44	\$37.08	\$38.48	\$39.94	\$42.14
190.2	\$29.85	\$30.96	\$32.15	\$33.37	\$34.65	\$35.88	\$37.52	\$38.92	\$40.38	\$42.60
190.3	\$29.61	\$30.73	\$31.91	\$33.13	\$34.41	\$35.64	\$37.28	\$38.68	\$40.14	\$42.35
190.4	\$30.05	\$31.17	\$32.35	\$33.57	\$34.85	\$36.08	\$37.72	\$39.12	\$40.58	\$42.82
200.0	\$30.26	\$31.45	\$32.66	\$33.95	\$35.26	\$36.56	\$38.27	\$39.70	\$41.25	\$43.52
200.1	\$30.82	\$32.00	\$33.21	\$34.50	\$35.81	\$37.11	\$38.83	\$40.26	\$41.80	\$44.10
200.2	\$31.97	\$33.15	\$34.36	\$35.66	\$36.96	\$38.26	\$39.98	\$41.41	\$42.95	\$45.32
200.4	\$31.12	\$32.31	\$33.51	\$34.81	\$36.12	\$37.42	\$39.13	\$40.56	\$42.11	\$44.42
210.0	\$31.57	\$32.78	\$34.07	\$35.40	\$36.76	\$38.18	\$39.93	\$41.43	\$43.04	\$45.41
210.1	\$33.28	\$34.48	\$35.77	\$37.10	\$38.46	\$39.89	\$41.63	\$43.13	\$44.75	\$47.21
220.0	\$32.89	\$34.17	\$35.52	\$36.88	\$38.32	\$39.80	\$41.61	\$43.18	\$44.86	\$47.33
230.0	\$34.31	\$35.66	\$37.05	\$38.45	\$39.94	\$41.50	\$43.37	\$45.01	\$46.75	\$49.33



## Ranges 130 – 230

Effective January, 2020 +2.0%

12 months of service to move to next step										
Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
130.0	\$23.17	\$24.07	\$24.98	\$25.93	\$26.92	\$27.99	\$29.38	\$30.45	\$31.66	\$33.40
130.1	\$24.05	\$24.94	\$25.85	\$26.81	\$27.80	\$28.87	\$30.26	\$31.33	\$32.54	\$34.33
130.2	\$24.91	\$25.81	\$26.72	\$27.67	\$28.66	\$29.73	\$31.12	\$32.19	\$33.40	\$35.24
140.0	\$24.14	\$25.10	\$26.06	\$27.07	\$28.11	\$29.17	\$30.57	\$31.73	\$32.97	\$34.79
140.1	\$24.47	\$25.44	\$26.39	\$27.41	\$28.44	\$29.50	\$30.90	\$32.07	\$33.31	\$35.14
140.2	\$24.66	\$25.65	\$26.62	\$27.66	\$28.72	\$29.80	\$31.23	\$32.41	\$33.68	\$35.53
140.3	\$25.88	\$26.84	\$27.80	\$28.81	\$29.85	\$30.90	\$32.31	\$33.47	\$34.71	\$36.62
140.4	\$25.01	\$25.98	\$26.93	\$27.95	\$28.98	\$30.04	\$31.44	\$32.61	\$33.85	\$35.71
150.0	\$25.15	\$26.11	\$27.15	\$28.18	\$29.25	\$30.40	\$31.82	\$33.04	\$34.34	\$36.23
150.1	\$25.60	\$26.55	\$27.60	\$28.63	\$29.70	\$30.85	\$32.27	\$33.49	\$34.79	\$36.71
150.2	\$26.03	\$26.98	\$28.03	\$29.05	\$30.12	\$31.27	\$32.70	\$33.92	\$35.22	\$37.16
150.3	\$26.89	\$27.84	\$28.89	\$29.91	\$30.98	\$32.13	\$33.56	\$34.78	\$36.08	\$38.07
160.0	\$26.17	\$27.22	\$28.26	\$29.35	\$30.49	\$31.65	\$33.17	\$34.44	\$35.78	\$37.75
160.1	\$26.51	\$27.56	\$28.59	\$29.68	\$30.82	\$31.99	\$33.50	\$34.77	\$36.12	\$38.10
160.2	\$26.53	\$27.58	\$28.61	\$29.71	\$30.85	\$32.01	\$33.53	\$34.79	\$36.14	\$38.13
160.3	\$26.74	\$27.79	\$28.82	\$29.91	\$31.05	\$32.22	\$33.73	\$35.00	\$36.35	\$38.34
170.0	\$27.28	\$28.38	\$29.48	\$30.58	\$31.77	\$32.97	\$34.56	\$35.86	\$37.27	\$39.32
170.1	\$29.02	\$30.12	\$31.21	\$32.32	\$33.50	\$34.71	\$36.30	\$37.60	\$39.00	\$41.15
180.0	\$28.44	\$29.56	\$30.67	\$31.87	\$33.10	\$34.34	\$35.97	\$37.32	\$38.77	\$40.91
180.1	\$29.01	\$30.12	\$31.24	\$32.43	\$33.66	\$34.91	\$36.53	\$37.89	\$39.34	\$41.50
180.2	\$30.18	\$31.29	\$32.41	\$33.61	\$34.84	\$36.08	\$37.70	\$39.06	\$40.51	\$42.74
190.0	\$29.64	\$30.78	\$31.99	\$33.23	\$34.54	\$35.79	\$37.46	\$38.89	\$40.38	\$42.61
190.1	\$29.99	\$31.13	\$32.34	\$33.58	\$34.90	\$36.15	\$37.82	\$39.25	\$40.74	\$42.98
190.2	\$30.44	\$31.58	\$32.79	\$34.03	\$35.34	\$36.60	\$38.27	\$39.69	\$41.19	\$43.45
190.3	\$30.20	\$31.34	\$32.55	\$33.79	\$35.10	\$36.36	\$38.03	\$39.45	\$40.95	\$43.20
190.4	\$30.65	\$31.79	\$33.00	\$34.24	\$35.55	\$36.81	\$38.47	\$39.90	\$41.40	\$43.67
200.0	\$30.87	\$32.08	\$33.31	\$34.63	\$35.97	\$37.29	\$39.04	\$40.50	\$42.08	\$44.39
200.1	\$31.43	\$32.64	\$33.87	\$35.20	\$36.53	\$37.85	\$39.60	\$41.06	\$42.64	\$44.98
200.2	\$32.61	\$33.81	\$35.05	\$36.37	\$37.70	\$39.03	\$40.78	\$42.24	\$43.81	\$46.22
200.4	\$31.74	\$32.95	\$34.18	\$35.51	\$36.84	\$38.16	\$39.91	\$41.37	\$42.95	\$45.31
210.0	\$32.20	\$33.43	\$34.75	\$36.10	\$37.50	\$38.95	\$40.73	\$42.26	\$43.90	\$46.32
210.1	\$33.94	\$35.17	\$36.48	\$37.84	\$39.23	\$40.68	\$42.47	\$44.00	\$45.64	\$48.15
220.0	\$33.55	\$34.85	\$36.23	\$37.62	\$39.08	\$40.59	\$42.44	\$44.04	\$45.76	\$48.27
230.0	\$35.00	\$36.37	\$37.80	\$39.22	\$40.74	\$42.33	\$44.24	\$45.91	\$47.69	\$50.31

## Ranges 130 – 230

Effective July, 2020 +1.0%

Range	12 months of service to move to next step									
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
130.0	\$23.40	\$24.31	\$25.23	\$26.19	\$27.19	\$28.27	\$29.68	\$30.76	\$31.98	\$33.74
130.1	\$24.29	\$25.19	\$26.11	\$27.08	\$28.08	\$29.16	\$30.56	\$31.64	\$32.86	\$34.67
130.2	\$25.16	\$26.06	\$26.98	\$27.95	\$28.95	\$30.03	\$31.43	\$32.51	\$33.73	\$35.59
140.0	\$24.38	\$25.36	\$26.32	\$27.34	\$28.39	\$29.46	\$30.88	\$32.05	\$33.30	\$35.14
140.1	\$24.72	\$25.69	\$26.66	\$27.68	\$28.73	\$29.79	\$31.21	\$32.39	\$33.64	\$35.49
140.2	\$24.90	\$25.90	\$26.89	\$27.94	\$29.01	\$30.10	\$31.54	\$32.74	\$34.01	\$35.88
140.3	\$26.13	\$27.11	\$28.08	\$29.10	\$30.14	\$31.21	\$32.63	\$33.80	\$35.06	\$36.99
140.4	\$25.26	\$26.24	\$27.20	\$28.23	\$29.27	\$30.34	\$31.76	\$32.93	\$34.19	\$36.07
150.0	\$25.40	\$26.37	\$27.42	\$28.46	\$29.54	\$30.70	\$32.14	\$33.37	\$34.69	\$36.60
150.1	\$25.86	\$26.82	\$27.88	\$28.91	\$29.99	\$31.15	\$32.60	\$33.83	\$35.14	\$37.07
150.2	\$26.29	\$27.25	\$28.31	\$29.34	\$30.42	\$31.58	\$33.03	\$34.26	\$35.57	\$37.53
150.3	\$27.16	\$28.12	\$29.18	\$30.21	\$31.29	\$32.46	\$33.90	\$35.13	\$36.44	\$38.45
160.0	\$26.44	\$27.49	\$28.54	\$29.64	\$30.79	\$31.97	\$33.50	\$34.78	\$36.14	\$38.13
160.1	\$26.77	\$27.83	\$28.88	\$29.98	\$31.13	\$32.30	\$33.84	\$35.12	\$36.48	\$38.48
160.2	\$26.80	\$27.85	\$28.90	\$30.00	\$31.15	\$32.33	\$33.86	\$35.14	\$36.50	\$38.51
160.3	\$27.01	\$28.06	\$29.11	\$30.21	\$31.36	\$32.54	\$34.07	\$35.35	\$36.71	\$38.73
170.0	\$27.55	\$28.67	\$29.77	\$30.89	\$32.08	\$33.30	\$34.91	\$36.22	\$37.64	\$39.71
170.1	\$29.31	\$30.42	\$31.53	\$32.64	\$33.84	\$35.06	\$36.66	\$37.98	\$39.39	\$41.56
180.0	\$28.73	\$29.85	\$30.98	\$32.19	\$33.43	\$34.69	\$36.33	\$37.70	\$39.16	\$41.31
180.1	\$29.30	\$30.42	\$31.55	\$32.76	\$34.00	\$35.26	\$36.89	\$38.27	\$39.73	\$41.92
180.2	\$30.48	\$31.61	\$32.74	\$33.94	\$35.19	\$36.44	\$38.08	\$39.45	\$40.92	\$43.17
190.0	\$29.93	\$31.08	\$32.30	\$33.56	\$34.88	\$36.15	\$37.84	\$39.28	\$40.79	\$43.03
190.1	\$30.29	\$31.45	\$32.67	\$33.92	\$35.24	\$36.51	\$38.20	\$39.64	\$41.15	\$43.41
190.2	\$30.75	\$31.90	\$33.12	\$34.37	\$35.70	\$36.96	\$38.65	\$40.09	\$41.60	\$43.89
190.3	\$30.50	\$31.65	\$32.87	\$34.13	\$35.45	\$36.72	\$38.41	\$39.85	\$41.36	\$43.63
190.4	\$30.96	\$32.11	\$33.33	\$34.58	\$35.91	\$37.17	\$38.86	\$40.30	\$41.81	\$44.11
200.0	\$31.18	\$32.40	\$33.64	\$34.98	\$36.33	\$37.66	\$39.43	\$40.90	\$42.50	\$44.83
200.1	\$31.75	\$32.97	\$34.21	\$35.55	\$36.89	\$38.23	\$40.00	\$41.47	\$43.07	\$45.43
200.2	\$32.93	\$34.15	\$35.40	\$36.73	\$38.08	\$39.42	\$41.18	\$42.66	\$44.25	\$46.68
200.4	\$32.06	\$33.28	\$34.52	\$35.86	\$37.21	\$38.55	\$40.31	\$41.79	\$43.38	\$45.77
210.0	\$32.53	\$33.77	\$35.09	\$36.47	\$37.87	\$39.34	\$41.14	\$42.68	\$44.34	\$46.78
210.1	\$34.28	\$35.52	\$36.85	\$38.22	\$39.63	\$41.09	\$42.89	\$44.44	\$46.10	\$48.63
220.0	\$33.89	\$35.20	\$36.59	\$38.00	\$39.47	\$41.00	\$42.87	\$44.48	\$46.21	\$48.76
230.0	\$35.35	\$36.73	\$38.17	\$39.61	\$41.15	\$42.75	\$44.68	\$46.37	\$48.17	\$50.82

**LETTER OF UNDERSTANDING #1  
TEMPORARY WITH BENEFITS  
MASTER COLLECTIVE BARGAINING AGREEMENT**

This Letter of Understanding is by and between Whatcom County, hereafter called "the County" and Teamsters Local 231, hereafter called "the Union," regarding and attached to the Master Collective Bargaining Agreement.

The purpose of this Letter of Understanding is to establish the conditions under which an employee may fill a full-time temporary position with benefits under the Master Collective Bargaining Agreement (MCBA)

**1) Temporaries with Benefits**

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

**2) Union Membership and Benefits Eligibility**

Upon completion of eligibility requirements, full-time temporaries with benefits will become eligible for Health and Welfare benefits in accordance with Article 8 (Health & Welfare Benefits) of the MCBA and Washington Teamsters Welfare Trust (WTWT) rules. Life insurance will be available to the employee only.

Full-time temporaries with benefits will be eligible for paid leave in accordance with:

- Article 9 - Sick leave
- Article 15 – Paid Holidays
- Article 16 – Vacation

**3) Pay & Other Conditions of Employment**

The department will determine the rate of pay for full-time temporaries with benefits with the concurrence of the A.S. Human Resources Manager or designee based on the nature of the duties performed. Overtime will be for work performed in excess of forty (40) hours in a pay week, regardless of the number of hours worked per day.

Such temporary positions with benefits will NOT be eligible for other terms and conditions of employment under the Master Collective Bargaining Agreement including, but not limited to:

- Regular employment status
- Step Increases
- Seniority (except as described below)
- Paid and unpaid leaves of absence (other than those described above)
- Special pay (such as daily overtime, out-of-class, call-in, emergency telephonic response, etc.)
- Bidding for positions posted within the bargaining unit

- Grievance procedures and arbitration

If a regular employee selects a full-time temporary with benefits assignment and funding is not continued, the employee will be put in layoff status. Seniority rights in this situation will only apply as described in Section 5.05 (Transfer to Position Outside Bargaining Unit) of the Master Collective Bargaining Agreement.

4) **Posting**

Positions filled under this Letter of Understanding will be posted internally as full-time temporarily funded positions. Such positions may be concurrently posted and advertised externally. The time frames and other conditions of Article 7 (Job Assignments, Postings, and Openings) of the Master Collective Bargaining Agreement will not apply to these postings.

5) **Regular Positions**

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

6) **Non-Precedent Setting**

This Letter of Understanding will not be considered precedent setting to any other matter of concern raised by Teamsters, employees, or the County under the Master Collective Bargaining Agreement.

7) **Termination**

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

8) **Cancellation**

Either party may cancel this agreement at any time following thirty (30) days written notice to the other.

## **LETTER OF UNDERSTANDING #2 SEASONAL SANDING AND SNOW REMOVAL**

This Letter of Understanding is by and between Whatcom County, hereafter called "the County" and Teamsters Local 231, hereafter called "the Union" regarding the Master Collective Bargaining Agreement.

The purpose of this Letter of Understanding is to clarify how Road Crew Leaders in Public Works Maintenance and Operations assign overtime during winter storm events.

The parties agree that it is of primary importance for both the Union and the County that roadways are efficiently maintained to provide safe travel throughout the County at all times. The parties also agree that overtime opportunities should be offered in a fair and consistent manner.

**The parties, therefore, agree as follows:**

1. Any employee (Road Maintenance Workers, Senior Road Maintenance Workers and Heavy Equipment Operators) may sign up on the Sanding Interest Sheet. Employees will be scheduled ahead of time on rotating weeks. The sanding schedule is posted in advance; assigned weeks are not modified if sanding is not necessary in a particular week. If extensive sanding is needed, employees on the Sanding Interest Sheet are called in seniority order. If all personnel on the Sanding Crew are working or unavailable, other Road Maintenance Workers are called back. Road Maintenance Workers called back for sanding may operate a truck equipped with a sander and snow plow.
2. Circumstances or service needs may change after a call back. The parties intend that Road Maintenance Workers are assigned sanding duties, not plowing. However unplanned or incidental and de minimis use of the plow may be necessary from time to time in order to complete the sanding assignment and better serve the community and tax payers.
  - a) When circumstances necessitate changing the routine use of the equipment (ex: snow plow, sander), qualifications shall be determined by supervisors based on seniority of employees having recently demonstrated the required skills and experience, for the modified equipment, for safely accomplishing the work required.
  - b) When the routine use of equipment is modified with a sander and plow during winter months, supervisors assign snow removal based on seniority of employees having recently demonstrated the required skills and experience to safely accomplish the work required. Sanding is assigned to employees signed up on a sanding interest sheet. Sanding assignments are in addition to the employee's regularly scheduled shift.
  - c) If additional sanding personnel are needed, employees on the sanding interest sheet are called first based on seniority. If there are no available employees from the sanding interest sheet, Road Maintenance Workers are called based on lowest seniority.
  - d) During sanding operations, it is understood that circumstances may necessitate the incidental and de minimis use of a plow to complete the assignment.



**LETTER OF UNDERSTANDING #3  
PT. ROBERTS POSITIONS  
MASTER COLLECTIVE BARGAINING AGREEMENT**

This Letter of Understanding is by and between Whatcom County, hereafter called "the County" and Teamsters Local 231, hereafter called "the Union," regarding and attached to the Master Collective Bargaining Agreement, hereafter called "the Agreement."

The Union and the County have agreed to the designation of departmental "Point Roberts Positions (PRP)" as follows:

1. **Point Roberts Assignment.** The County may require staff to be readily available to address departmental general maintenance and emergencies at Pt. Roberts. Positions designated as the Pt. Roberts positions (PRP) are from the Public Works Maintenance and Operations (M & O) and Parks and Recreation Departments. Persons holding such positions will report directly to and begin their workday at Pt. Roberts and will be readily available to respond to forecasted extreme weather conditions or emergencies within 15 minutes.
2. **Residency.** Positions in Pt. Roberts may require applicants to maintain residency within the Pt. Roberts vicinity as a condition of employment. Successful applicants will not be unduly constrained in where they live provided the response requirements in item #1 above can be complied with.
3. **Nexus Pass.** Should the employee and County agree to obtain a nexus pass the County will pay the costs associated with such. The Union agrees that the County's payment of nexus pass is specific to the PRP and does not set precedence for any other employees covered under the Agreement.

**M & O Position Only:**

4. **Openings for PRP.** The position will be titled Pt. Roberts Maintenance Worker at range 130.2, will be on the Pt. Roberts crew, and will not be eligible to bid for lateral openings in M & O. Openings for PRP may be filled per section 7.03c (Openings in Public Works) of the Agreement. Vacancies shall only be filled with an employee not residing within the response time zone, if the employee and County mutually agree.
5. **Hours of Work.** The PRP will normally work a Monday through Friday workweek, but, shall be subject to an open work week which may be performed at any time of day or day of the week when services are so required. The employee assigned to the PRP shall work as required by the needs of the Department and will be paid overtime only for all hours worked over forty (40) hours in the workweek. Should a shift be established per section 3.07 (Work Outside of Normal Hours) of the Agreement, this position will be compensated the premium pursuant to the Agreement. The County agrees that they will

reasonably endeavor to advise the employee of a known change to their normal workweek schedule at least two weeks in advance excluding emergent situations that may arise.

6. **Emergency Call back.** The County will provide the PRP with a cell phone or pager for the purpose of emergency call back. This position will receive pay per section 3.05d (Pagers and Cell Phones) of the Agreement.

**Parks and Recreation Position Only:**

7. The PRP shall be subject to an open work week and may perform duties at any time or any day of the week when services are required and be exempt from overtime as outlined in Section 3.02e (Parks Department Overtime Exception).

**LETTER OF UNDERSTANDING #4  
CONFIRMATION OF AGREEMENTS  
MASTER COLLECTIVE BARGAINING AGREEMENT**

This Letter of Understanding is by and between Whatcom County, hereafter called "the County" and Teamsters Union Local 231, hereafter called "the Union" regarding and attached to the Master Collective Bargaining Agreement.

**1. Excluded Position.** When the current incumbent leaves the supervisory/confidential position of Coordinator in the Hearing Examiner's Office, it is mutually agreed by the County and the Union the position shall convert to an unrepresented position. If the above position is vacant when the Master Agreement is ratified, the position shall be an unrepresented position.

**2. Attendance.** The County agrees that in the event it should desire to adopt an attendance policy or standard that no such policy or standard shall be adopted until the County shall have given 90 days' notice to the Union and during that time bargained with the Union regarding any impact on Union Members.

**3. Paint Striper.** Employees when actively operating the spray guns, driving the Paint Striper, or performing associated maintenance and clean-up during periods of operation will be paid at their current step in the Heavy Equipment Operator range for all such hours worked on the Paint Striper.

**4. Increase of Part-Time Positions.** It is understood and agreed the County may mandate an increase in any part-time position up to 1.0 FTE, if funds become available.

**5. Labor Management Meetings.** The parties agree that there shall be labor management meetings to address the Skill Enhancement Program (SKEP) or other topics as agreed to by the parties during the life of this Agreement.



# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2019-238

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<b>File ID:</b>	AB2019-238	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	04/12/2019	<b>Entered by:</b>	NKallunk@co.whatcom.wa.us		
<b>Department:</b>	Human Resources Division	<b>File Type:</b>	Contract		

**First Assigned to:** Council Finance and Administrative Services Committee

<b>Agenda Date:</b>	04/23/2019	<b>Next Mtg. Date:</b>		<b>Hearing Date:</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 the 2019-2020 Collective Bargaining Agreement between Whatcom County and Washington State Nurses Association

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Implements a two-year successor agreement to the one that expired December 31, 2018 for employees represented by the Washington State Nurses Association. Please refer to Staff Memo for background and more information

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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:** Contract Info Sheet, Memo to Council, WA State Nurses Collective Bargaining Agreement

**Final Action:**  
**Enactment Date:**  
**Enactment #:**

# 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 between Whatcom County and Washington State Nurses Association

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:  
~~2017-2018~~ Collective Bargaining Agreement between Whatcom County and the Washington State Nurses Association.  
 2019-2020

Term of Contract: Two Years	Expiration Date: December 31, 2020
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Contract Routing:

1. Prepared by: Nan Kallunki	NSK	Date: 4/12/19
2. Attorney signoff:	<i>[Signature]</i>	Date: 4/13/19
3. AS Finance reviewed:	N/A	Date: _____
4. IT reviewed (if IT related):	N/A	Date: _____
5. Contractor signed:	_____	Date: _____
6. Submitted to Exec.:	✓	Date: 4-12-19
7. Council approved (if necessary):	_____	Date: _____
8. Executive signed:	_____	Date: _____
9. Original to Council:	_____	Date: _____





**Karen Sterling Goens**  
Manager

**MEMO TO:** Councilmembers Barbara Brenner, Rud Browne, Barry Buchanan, Tyler Byrd, Todd Donovan, Carol Frazey, and Satpal Sidhu

**CC:** Jack Louws, County Executive

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

**DATE:** April 23, 2019

**SUBJECT:** Washington State Nurses Association 2019-2020 Collective Bargaining Agreement

We completed negotiations for a successor agreement to the 2017-2018 collective bargaining agreement for employees represented by the Washington State Nurses Association. The successor agreement represents 17 Public Health Nurses and Nurse Supervisors.

The County negotiating team is pleased to have reached an agreement 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 Terms	Agreement
DURATION	January 10, 2019 through December 31, 2020
COMPENSATION	Effective January 1, 2019 <b>+2.5%</b> 2018 First pay period January 2020 <b>+2.0%</b> First pay period July 2020 <b>+1.0%</b>  Percentage between longevity steps increased slightly and spread consistently.
NUMBER OF MEMBERS	17
HEALTH AND WELFARE	County contribution for plan year 2019 - <b>\$1,297</b> Plan year 2020 - <b>\$1,362</b>
PAID FAMILY AND MEDICAL LEAVE	County and employee each pay the statutory premium share.
UNION SECURITY AND RECOGNITION	No longer a condition of employment to join union or pay union dues.  County provides union representatives reasonable access to meet with new hires during work time for 30 minutes.
SICK LEAVE	Multiple changes to many sections to comply with the New Paid Sick Leave Law. <ul style="list-style-type: none"> <li>• Defines "family member"</li> <li>• Verification of Illness</li> <li>• Leave Sharing</li> <li>• Sick leave over 960 hours at end of year forfeited (in exchange for changes in longevity pay)</li> </ul>

**COLLECTIVE BARGAINING AGREEMENT**

**By and Between**

**WHATCOM COUNTY, WASHINGTON**

**and**

**WASHINGTON STATE NURSES ASSOCIATION**

**January 1, 2019 – December 31, 2020**

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**COLLECTIVE BARGAINING AGREEMENT**  
**By and Between**  
**WHATCOM COUNTY, WASHINGTON**  
**and**  
**WASHINGTON STATE NURSES ASSOCIATION**

**PREAMBLE**

This Agreement is by and between Whatcom County, hereinafter referred to as the "County," and the Washington State Nurses Association, hereinafter referred to as the "Association." The purpose of this Agreement is to facilitate the achievement of the mutual goal of providing quality community public health services, efficiently and economically, by establishing standards of wages, hours, and other conditions of employment, and to provide an orderly system of employer, employee relations.

**ARTICLE 1 - RECOGNITION**

**1.1 Recognition.** The County recognizes the Association as the sole collective bargaining agent representing all full-time and part-time employees working in the collective bargaining unit certified by the Public Employment Relations Commission in Case No. 2704-E-80-522 in those job classifications listed in Addendum A as they currently exist or as they may be amended during the life of this Agreement. Excluded from the bargaining unit are temporary full- or part-time help hired for periods of less than 1040 hours in a calendar year to meet the transient needs of the County with the understanding that employment will be terminated when the County determines the need for temporary help is over. A temporary employee may not be employed by the County for more than 1040 hours in a calendar year.

**1.2 Unilateral Changes.** The County agrees not to unilaterally change the working conditions, wages, or benefits of bargaining unit employees during the term of this Agreement. This section shall not be a waiver of RCW 41.56 rights. Changes made pursuant to a contractual provision shall not constitute a unilateral change.

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

**ARTICLE 2 - MEMBERSHIP AND UNION RIGHTS**

**2.1 Fair Share Membership.** The County agrees to direct all communications from employees regarding union membership or payroll deduction to the Association.

**2.2 Dues Deduction.** The County agrees to deduct Association dues from the wages of employees who have authorized such deductions in writing. The County shall submit the dues to the address and name provided by the Association. The County shall forward any

employee request to stop their payroll deduction to the Association upon receipt.

The Association and all bargaining unit employees agree to indemnify and hold harmless the County from any and all liability resulting from such deduction.

**2.3 New Hires.** The County will provide Association business representatives reasonable access to new employees during work time for up to thirty (30) minutes within thirty (30) days of hire to discuss the Association.

**2.4 New Hire Notice to Union.** The County agrees to notify the Union biweekly of new hires. Notification will be in writing and include the name, date of hire, classification, work location and phone number.

**2.5 Negotiations.** Two employees of the bargaining unit shall be allowed paid time off for contract negotiation purposes. If the negotiations continue beyond the employees' regular workday, such employee shall not receive any pay beyond their regular work hours for participating in the negotiations. One additional bargaining unit employee elected to serve on the negotiating committee will, subject to operating efficiency, be released (without pay) from work to attend scheduled negotiating meetings. Such employee may use vacation or personal days to cover time spent at negotiating meetings.

**2.6 Bulletin Board.** The County shall provide bulletin board space for the use by the Association in areas accessible to members of the bargaining unit.

**2.7 Meeting Rooms.** The County shall make available to the Association, meeting space, rooms, etc., for the purpose of County-related contract administration and bargaining activities, and where such activities would not interfere with the normal work of the County, provided that bargaining unit employees who attend such meetings shall be on their own time. Upon request, the Association shall use the procedures for requesting space specified in County Policy AD118005Z.

**2.8 Distribution of Agreement.** The Association will provide copies of this Agreement and related materials to the County for distribution to new employees.

**2.9 Rosters.** The County agrees to provide the Association and the local unit chairperson with an Excel Spreadsheet attachment to an email on a monthly basis with a complete list of employees covered by this Agreement, as well as employees who have been terminated or have resigned since the last report, including termination/resignation dates. The list will include name, home address, home telephone number, employee number, title, range, step, hourly rate of pay, actual FTE, and division seniority date for each employee listed. The Union shall indemnify the County for any claims arising from the requirement to supply the foregoing information.

**2.10 Public Information Requests.** The County will provide the Association with notice of any public information request regarding the bargaining unit prior to production.

### **ARTICLE 3 - MANAGEMENT RIGHTS**

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

### **ARTICLE 4 - HOURS OF WORK AND OVERTIME**

**4.1 Work Schedule.** The work schedule shall be set by the County as provided herein. The basic work week shall be forty (40) hours, Monday through Friday. The basic workday will be eight (8) hours. Special programs or unusual circumstances may necessitate work on other days; in such instances, the work week shall be five (5) days out of a seven (7) day period; provided the County shall notify employees at least one week prior to changing their work schedules. Nothing in this Article shall prevent the Health Director from changing work schedules, on a temporary basis, in the event of a bona fide public health emergency, as determined by the Director.

**4.1.1 Modifications.** Any change to employees' Section 4.1 work schedule shall be mutually agreed upon between the Association and the Executive or designee except in case of an emergency as provided by POL AD110010Z. Such agreed upon modifications to the workweek which result in a reduction of hours shall not be construed to be a "layoff" as provided in Article 16.

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

**4.2 Overtime.** All work performed in excess of the basic workday or scheduled workweek shall be compensated at time and one-half the regular straight-time hourly rate of pay. Payment for such hours worked shall be in wages or in equivalent compensatory time, in accordance with Section 4.9 below. All overtime must be approved in advance by the employee's supervisor, provided that the parties agree to continue the existing practice of allowing nurses to take flex time off at straight-time under circumstances where the employee alters the daily work schedule to accommodate operating needs.

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

**4.4 Alternative Scheduling.** The County and the Association agree to continue alternative scheduling by mutual agreement (see LOU, item #6) between the Association and the Executive or designee. Such Agreement will provide for no reduction in the effective service to the public and will insure that critical service days are adequately covered by the remaining personnel. The parties will agree to a schedule that does not increase the County's compensation costs and that recognizes the impact of employee illnesses and vacations.



**4.5 Flex Time.** Upon employee request for a change of schedule and by mutual agreement between the employee and the department head or designee, "flex time" may be used for periodic personal employee matters, to make up doctor or dental appointments, to attend meetings or to perform work on behalf of the County. Such agreements shall provide for no reduction in service to the public and must not increase the County's compensation costs.

**4.6 Emergency Callbacks.** Emergency callbacks will be compensated at a minimum of two (2) hours to be compensated at time and one-half (1-1/2). When an employee is recalled to work from vacation, the employee shall be guaranteed a minimum of four (4) hours at the overtime rate and no deduction will be made from the employee's vacation balance for a day when the employee is recalled.

**4.6.1 Telephonic Response.** Employees authorized by their department head or designee to telephonically respond to emergencies, and who do respond between the hours of 9:00 p.m. and 6:00 a.m. shall receive one (1) hour minimum pay per incident at the rate of time and one half.

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

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

- a. Compensatory time.
- b. Any accrued vacation leave.
- c. Personal Holiday.
- d. Leave without pay.

An employee has the option of taking leave without pay, instead of having the lost time charged against accruals, provided the departmental payroll clerk is notified before the payroll cutoff date.

Employees approved for flex time under Section 4.5 may use flex time under this section.

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

**4.9.1. Accrual.** The employee must request compensatory time in lieu of overtime pay. The County may grant the request, but shall not impose compensatory time upon any employee who has not requested it. Employees requesting compensatory time shall have such request granted up to an accrual of twenty-four (24) hours per calendar year. An employee may accrue no more than 80 hours of compensatory time. Any compensatory hours which would be above the 80 hour limit will be paid. Compensatory time is accrued at the rate of one and one-half hours for each hour of overtime worked.

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

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

**4.10 Breaks.** Breaks include two paid fifteen (15) minute rest breaks. A thirty (30) to sixty (60) minute lunch period on the employee's time beginning no earlier than two (2) hours and no later than five (5) hours after the start of the shift or as otherwise required/permitted by law. Employees not able to take a rest or lunch break shall notify their supervisor as soon as possible. Rest and lunch breaks may, at the employee's option, be intermittent. The thirty minute lunch period must be by mutual agreement of the employee and his/her supervisor, except in the case of alternative schedules where service needs must be met. Lunch and rest breaks may not be accumulated or not taken in order to shorten the workday or workweek. Section 4.2 of this agreement shall apply when an employee is not able to take a rest break.

## **ARTICLE 5 – HOLIDAYS**

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

**5.1.1 Employees Working Less Than 1.0 FTE.** Part-time employees are eligible for holiday pay on a pro-rated basis in relation to their currently assigned, but no more than their budgeted full-time equivalency (FTE).

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

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

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

**5.3 Holiday Pay.** Holiday pay shall be at the employee's regular rate of pay regardless of which day it may fall on.

**5.3.1 Working a Holiday.** If an employee works on a holiday, he or she shall receive one and one-half (1-1/2) times the regular rate of pay for all hours actually worked. Double time shall be paid for time worked by an employee for all hours beyond the regular work day on a recognized holiday.

**5.4 Personal Holiday.** Each employee shall receive one personal holiday each calendar year which may be taken by the employee when the schedule is approved by the County. Scheduling for the Personal Holiday must be approved by the County. The personal holiday must be taken during the calendar year and cannot be cashed out upon separation. Employees who receive a personal holiday on January 1 are not entitled to another personal holiday until January 1 of the following year.

**5.4.1 Personal Holiday for New Hires.** New hires must have been on the County's payroll three (3) calendar months of 80 compensated hours prior to utilizing the personal holiday.

**5.4.2 Employees Working Less Than 1.0 FTE.** The personal holiday for employees working less than an assigned eight (8) hour schedule shall be prorated based on their currently assigned, but no more than their budgeted full time equivalency (FTE) on January 1 of the calendar year. If an employee working less than full time transfers to a full-time position during the year, the employee will receive a personal holiday in the amount of eight (8) hours on January 1 of the following year.

## ARTICLE 6 – VACATIONS

**6.1 Eligibility Criteria.** Eligible employees shall accrue vacation on a calendar month basis. All full-time and part-time employees regularly scheduled to work at least 80 hours per month are eligible to accrue vacation, provided employees must receive compensation each month, as defined in Article 23.3.

**6.1.1 New Employees.** New employees may use accrued vacation beginning the first pay period following completion of six months of initial employment.

**6.2 Accrual.** The amount of vacation earned for each calendar month shall be determined by the number of years of continuous service completed by the employee

immediately prior to the commencement of the calendar month in accordance with the following chart:

<b>During the Following Years of Service</b>	<b>Hours of Vacation (based on 1.0 FTE)</b>
0-1 years	6.67 hours
2 years	7.34 hours
3 years	8.00 hours
4 years	10.00 hours
5-7 years	11.34 hours
8-9 years	12.00 hours
10 years	13.34 hours
11 years	14.00 hours
12 years	14.67 hours
13 years	15.34 hours
14 years	16.00 hours
15 years	16.67 hours

**6.2.1 Employees Working Less Than 1.0 FTE.** Employees working less than a full-time schedule shall accrue paid vacation based upon their currently assigned, but no more than their budgeted full-time equivalency (FTE).

**6.2.2 Maximum Accrual & Carryover.** Employees may accrue and carry forward a maximum of 240 hours vacation on December 31 of any year. Unused vacation in excess of 240 hours shall be forfeited on January 1 of the following year with the following exceptions: an employee whose timely vacation request is denied due to the County's needs, shall be allowed to carry over vacation in excess of the 240 maximum for up to twelve months.

**6.3 Scheduling.** The County reserves the right at all times to restrict the taking of vacations during peak workload periods or determining the number of employees that may be on vacation at any one time for operational efficiency.

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

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

**6.5 Termination.** An employee who voluntarily terminates or is terminated for cause shall be compensated for any vacation earned, which they are eligible to take, but not already taken.

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

## **ARTICLE 7 – SICK LEAVE**

**7.1 Eligibility Criteria.** To be eligible to accrue sick leave as provided herein, employees must receive compensation each month, as defined in Article 23.3.

**7.2 Accrual Rate.** Sick leave shall accrue, to all full-time and part-time employees who are regularly scheduled to work at least 80 hours per month and who are compensated at least eighty (80) hours in one (1) calendar month of employment, in the amount of eight (8) hours for each month of employment. In no instance shall sick leave accrue at a rate less than one (1) hour for every forty (40) hours worked.

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

**7.2.2 Accrual During Paid Leaves.** Sick leave shall continue to accrue during paid leaves of absence as long as eligibility criteria is met.

**7.2.3 Maximum Carry Over.** No employee may carry over more than nine hundred and sixty (960) hours of sick leave from one year to the next; however, there is no cap on how many hours are accrued during the year. Hours in excess of nine hundred and sixty (960) hours may not be cashed out.

**7.3 Sick Leave Usage.** Employees may use sick leave for absences due to illness (mental or physical), injury, health condition, for diagnosis, care, or treatment or preventive care of such conditions for the employee or the employee's family members.

**7.3.1 Family Member.** For purposes of this section, family member includes a spouse, a child, a parent, a parent-in-law, a registered domestic partner, a grandparent or grandchild or a sibling of the employee.

a) Child includes biological, adopted, foster, step, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status;

b) Parent includes biological, adoptive, de facto, foster parent, stepparent, or legal guardian of the employee, parent of the employee's spouse or domestic registered partner, or a person who stood in loco parentis when the employee was a minor child.

**7.3.2 Other Use.** Sick leave may be used when the employee's place of business has been closed for any health related reason, or when the employee's child's school or place of care has been closed for health related reasons. Employees may also use sick leave for absences due to domestic violence, sexual assault or stalking (RCW 49.76.030).

**7.3.3 Proof of Illness.** The County shall not require verification for absences of three days or less. For absences exceeding three days, the County may require verification that the use of sick leave was for an authorized purpose, provided that the County shall not



require that the verification explain the nature of the condition.

**7.3.4 Leave Sharing Program.** Employees may voluntarily donate up to twenty-four (24) hours of sick leave accruals and up to twenty-four (24) hours of vacation leave accruals each year to employees eligible to receive leave donations under the County's Leave Sharing Program.

**7.3.5 Return Rights From Leave of Absence.** Employees on extended leave of absence because of illness or injury shall retain the right to return to their original position for a period of one year from the last day for which they have received compensation.

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

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

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

## **ARTICLE 8 - LEAVES OF ABSENCE**

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

**8.2 Military Leave.** Compensation and benefits during periods of military leave shall be as outlined in state law, USERRA and County policy. Employees must notify his or her supervisor and Human Resources upon notice or receipt of orders requiring an employee to be absent from their job.

**8.3 Maternity Leave.** Maternity leave shall be granted to any employee for pregnancy and its ending. The provisions of this Section shall be applied consistent with the provisions of RCW 9.02.100 et seq. as amended. Employees on maternity leave not eligible for FMLA shall use their accrued sick leave and vacation leave. Unless the birth mother chooses to invoke FMLA, a birth mother's period of temporary pregnancy-related disability shall not be deducted from the FMLA leave entitlement. If additional leave is required, it shall be without pay, for a total of six (6) months, at the discretion of and with prior written approval of the Health Director and Executive or designee. Normally, there would be no extension beyond six (6) months, but under extraordinary circumstances, this period may be extended an additional six (6) months at the discretion of the County. The County may require the

employee to submit a letter from her physician stating the date she can return to work without impairing her health. The employee is entitled to return to her former or equivalent position. If leave pursuant to this provision would also qualify as leave under any federal or state statute, including the Federal Family and Medical Leave Act or any applicable Washington state statutes, the period of leave will apply toward the employee's entitlement to leave under any applicable statute.

**8.4 Other Leaves of Absence.** Any employee may be granted leave of absence without pay for a period of six (6) months at the discretion of and with prior written approval of the Health Director and the Executive or designee. Under special circumstances, the period may be extended an additional six (6) months at the discretion of the County. No leave of absence shall be taken unless the employee has first expended compensatory time, accumulated vacation leave, personal holiday and sick leave, if allowable; provided, this prohibition may be waived upon application to, and at the discretion of, the Executive or designee.

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

**8.6 Professional Leave.** The County reserves the right to determine the type and amount of professional training the nurses shall receive with pay; provided, that at least four (4) days per nurse per year with pay will be provided to allow employees to attend such professional work related conferences and training programs.

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

**8.7 Domestic Violence Leave.** The County provides unpaid leave to employees who are victims of, or who are family members of victims of domestic violence, sexual assault, or stalking, or consistent with the requirements of the Washington Domestic Violence Leave Law (RCW 49.76). Employees can substitute accrued paid leave for unpaid leave.

**8.8 Failure to Return.** Failure to return from an authorized leave of absence may be grounds for discipline up to and including discharge.

## **ARTICLE 9 - BEREAVEMENT LEAVE**

If an employee suffers a death in the immediate family, the employee shall be allowed not more than five (5) days (up to 40 hours) off without loss in pay for bereavement in the death of a spouse, state registered domestic partner, child or parent (including step), of the employee or spouse. Three (3) days off without loss of pay shall be allowed for other immediate family members. Other immediate family members are defined to be: brothers, sisters, grandchildren or grandparents of either the employee or the employee's spouse, including step. In the event of a funeral or other memorial occurring as a result of the death of a current, lawful brother or sister-in-law, the affected employee may have up to eight (8) hours of paid time off to attend the funeral or memorial.

For the purposes of bereavement leave only, a "day" is defined as the number of hours an employee is assigned to work for the requested days off (not to exceed forty (40) hours). Employees working less than an assigned eight (8) hour schedule shall receive bereavement leave benefits based on their current assignment, but no more than their budgeted full time equivalency. Employees desiring additional days off without pay or using accrued leave shall make a written request through his or her department head or designee for approval by the County.

## **ARTICLE 10 - FAMILY LEAVE**

**10.1 Family Leave.** The County will comply with all state and federal laws and regulations, as amended, regarding family and medical leave, including military family leave entitlements and will make copies of the statutes and regulations available upon request. Employees are not required to use accrued vacation time or sick leave before commencing unpaid family leave. Beginning January 1, 2006, once an employee has used a total of twelve (12) work weeks of unpaid FMLA, while employed by Whatcom County, all available vacation accruals and personal holiday must be exhausted during any future FMLA leave before taking unpaid leave.

**10.2 Physician Certifications.** The County may require physician certifications as permitted by law.

## **ARTICLE 11 - COMPENSATION AND RATES OF PAY**

**11.1 Salary Schedules.** All bargaining unit employees shall be classified pursuant to Addendum A and paid pursuant to Addendum B, which are made a part of this Agreement by reference. Effective January 1, 2019, each step in all ranges of the 2018 hourly matrix shall be increased by 2.5%.

Effective the first full pay period in January, 2020, each step in all ranges of the 2019 hourly matrix shall be increased by 2.0%.

Effective the first full pay period in July, 2020, each step in all ranges of the 2020 hourly matrix shall be increased by 1.0%.

**11.2 Longevity Pay.** Effective January 1, 2009, longevity was eliminated as a separate compensation item and was added to the base wage where it shall be increased automatically as future wage increases occur. The Parties agree for comparability purposes, this collective bargaining agreement provides such longevity as an element of wages.

### **11.3 Premiums**

**11.3.1 Certification or Advanced Degree.** Nurses certified by a nationally recognized specialty nursing association (such as American Nurses Credentialing Center, Certification Board of Infection Control and Epidemiology, or the International Board of Certified Lactation Consultant Examiners) and who utilize such certification because of their employment assignment with the Health Department will be designated as Public Health Nurse (Certified) and paid at the appropriate range (consistent with Section 13.4). A Master's Degree in Nursing or Public Health from an accredited college may be substituted for the certification by a nationally recognized specialty nursing association

**11.3.2 Orientation.** A Public Health Nurse (range 47 and 48) with relevant experience who is assigned to provide orientation and training to a newly hired nurse, or nurse who accepts a position in, or transfers to another program, shall be paid an additional one dollar (\$1.00) per hour while providing orientation or training. The length of the assignment shall be determined by the nurse's Manager.

**11.4 Probation.** Employees shall be on probation during their first six (6) months of employment. Probationary periods can be extended up to six (6) months with mutual agreement by the Association and the Executive or designee provided the Local Unit Chairperson or designee is notified at least ten (10) calendar days prior to the end of the probationary period.

**11.5 Step Increases.** Step increases are awarded per Addendum B (based on satisfactory performance) on the first day of the month in which the employee's anniversary/step date falls.

**11.6 Electronic Contact.** The parties agree that a public health emergent situation may be identified by the Director, or designee, as requiring a bargaining unit member with specific expertise which is otherwise not readily available to remain in electronic contact with the Department. During such periods, assigned employees shall receive \$20.00 per day. Whenever employees respond electronically pursuant to this article, they will also be compensated the amount set out in Article 4.6.1 – Telephonic response. When employees respond in person, they will also be compensated per Article 4.6 – Emergency Callbacks. To the extent reasonable and practical, employees shall respond electronically as opposed to in person.

## **ARTICLE 12 - NO STRIKE - NO LOCKOUT**

There shall be no work stoppage, slowdown, picketing, boycott, sympathy strike, refusal to cross a picket line, or lockout concerning matters covered by the Agreement for its duration. Any action of the County in closing operations during a riot or civil commotion, for the protection of the property, shall not be deemed a lockout. Notwithstanding the foregoing,

it shall not be considered grounds for discipline or discharge for employees to observe a lawful picket line, except when the Health Director has directed a member of the bargaining unit to cross the picket line to perform duties immediately and directly necessary for the protection of public health.

## **ARTICLE 13 - CLASSIFICATIONS**

**13.1 Higher Classification.** When an employee works in a higher classification for five (5) or more working days, such employee shall be paid at the higher rate of pay.

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

**13.2 Lower Classification.** An employee may be temporarily assigned the duties of a lower classification without suffering a reduction in pay.

**13.3 New Classification.** The County shall give the Association thirty (30) days notice of new classifications. The County shall place employees in a pay range that is consistent with their duties, responsibilities and job content. Disputes regarding proper pay range placement shall be subject to negotiations.

**13.4 Split Classifications.** Bargaining unit employees who are budgeted to work in more than one classification covered by the collective bargaining agreement shall be paid at the applicable rate for the number of hours worked in each classification. Employees will be compensated for accrual usage and cashout based on their FTE assignment in each classification.

## **ARTICLE 14 - HIRING AND PROMOTIONS**

**14.1 Job Vacancies.** Whenever it is necessary to fill position vacancies, the following procedure shall be followed:

**14.1.1 Job Postings.** When vacancies or new jobs occur in positions covered by this Agreement, the County shall post the position and specific details on the County's internal website for a minimum of six (6) working days. Employees may subscribe to receive immediate notification at the time the posting is published. The County agrees it will continue to make job postings accessible to employees away from the job site.

**14.1.2 Preference Filling Vacancies.** Preference in filling vacancies and new positions created during the term of this Agreement will be given regular employees having the necessary qualifications, except as restricted by the Layoff and Recall Article of this Agreement. Preference in hiring shall mean that qualified regular employees who apply for such position shall be considered first, and applications from outside the bargaining unit will be considered only if the County decides not to make a selection from employee applicants.

**14.2 Promotions.** Except for supervisory positions (which the County may fill in



accordance with its sole judgment) promotions will be based on meeting of stated qualifications, job knowledge, past performance and seniority. Where stated qualifications, job knowledge and past performance of applicants are relatively equal, seniority will apply.

### **14.3 Placement On Salary Schedule.**

**14.3.1 Promotion.** In the event of a promotion an employee shall move to the closest step in the new salary range which awards at least a five percent (5%) increase (but no higher than the top step) over the original salary. The promotion date shall then become the future date for step increases. Movement to the next higher step follows twelve (12) months' service in the new range. All promotions are subject to a four (4) calendar month evaluation period (six (6) calendar months for supervisory positions).

**14.3.2 Reclassification.** In the event of a reclassification upward, an employee shall move to the closest step in the new salary range which awards at least a five percent (5%) increase (but no higher than the top step) over the original salary. The reclassification date shall then become the future date for step increases.

**14.3.3 Position Realignment.** The Union may petition the County by August 15 of any year to be effective the following January 1<sup>st</sup>, for the realignment of positions that meet the conditions defined in this Section. No position shall be realigned more than once during the term of this Agreement. "Realignment" shall mean "change in wage range with no change in duties." For positions to be reviewed the petition must demonstrate at least four (4) matches of the bargaining unit position duties, method of compensation and qualifications to the same position duties, method of compensation, and qualifications in comparable counties or health districts and have an hourly wage that is under the average hour wage of the comparable counties' or health districts positions by at least five (5) percent. Comparable counties or health districts are: Benton, Cowlitz, Kitsap, Skagit, Thurston, Yakima. All comparable counties or health districts where matches exist must be used. Comparisons will be based on the top step hourly wage. Petitions, except those using AWC salary survey data, shall include position job descriptions and wage tables for the comparison counties used in the petition. Once the County determine the data submitted supports the petition that a position requires realignment, affected employees in the position will be placed in a new higher range (one range higher but not more than the top step of the new range or the top step of the top range) in their current step. The effective date of the realignment shall become the step increase date.

**14.3.3.1 Additional Considerations.** In the administration of section 14.3.3 – Position Realignment, in the event the County identifies a position as one with documented local recruitment and/or retention difficulties then secondary comparables based on closed geographical and sociological issues may be considered.

**14.3.4 Temporary License.** For employees promoted under a temporary license, the date the employee began performing duties under the temporary license will be the date of reference for step increases, rather than the date of permanent licensure. If the employee is promoted under a temporary license, the employee will receive fifty percent (50%) of the increased rate of pay during the period the employee is working under the

temporary license and receive the other fifty percent (50%) of the increased rate of pay upon permanent licensure.

**14.3.4.1 Rate for Stipulated Positions.** Except as indicated above, graduate ARNPs, Public Health Nurses and Registered Nurses shall be paid two point five percent (2.5%) under the applicable Step 1 rate pending permanent licensure.

**14.4 Ability to Cross Border.** Employees must maintain the ability to cross the Canadian border if they are assigned to a position which may at any time require crossing the Canadian border. In the event U.S. employees are required to provide documents crossing the border where the cost to the employee would exceed \$100, the County and Association agree to meet and bargain the impact on employees.

## **ARTICLE 15 - EMPLOYMENT PRACTICES**

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

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

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

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

**15.4 Personnel Files.** The employees covered by this Agreement may examine their personnel files.

**15.5 Performance Standards.** Any performance standards used to measure the performance of employees shall be fair, just and reasonable and uniformly applied throughout the Department.

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

**15.6.1 Changes.** Changes to a different institution or account require four (4)

weeks' notice and can be made no more than once per calendar quarter. The Executive or designee may grant exceptions.

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

**15.6.3 Implementation.** Employees providing documentation of their inability to open a checking and/or savings account may have this requirement waived.

## **ARTICLE 16 - LAYOFF AND RECALL**

**16.1 Seniority.** The County and the Association agree that seniority (defined as length of continuous service in the Department) shall govern in layoff and recall procedures (i.e., the least senior employee shall be laid off first); provided, that the remaining employees are qualified to perform the available work. This Article shall not apply to any probationary employee. Except as provided in Section 4.1.1, the above procedure shall apply in cases of reduction of hours of any job as well as layoff.

**16.2 Notice.** Employees shall be given written notice of their pending layoff at least fifteen (15) calendar days in advance of their layoff date. The County agrees that in the event of a layoff or reduction of hours within the bargaining unit, the County will notify the Association to discuss the procedure to be utilized.

**16.3 Loss of Seniority.** An employee shall lose seniority under this Agreement for the following reasons:

- a. Voluntary termination.
- b. Discharge for cause.
- c. Failure to return to work if first offer of recall to a comparable position is refused.
- d. Layoff for a period exceeding twenty-four (24) months.

**16.4 New Employees.** No new employees shall be hired by the County until all available employees placed on layoff who are qualified to perform the duties of the vacant position have been offered the position.

**16.5 Recall.** An offer of reemployment shall be in writing and sent by registered or certified mail to the employee.

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

## **ARTICLE 17 - CONFERENCE COMMITTEE**

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

## **ARTICLE 18 - RETIREMENT**

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

## **ARTICLE 19 - GRIEVANCE PROCEDURE**

**19.1 Procedures.** Working days as used in this Article shall be defined as Monday through Friday, excluding paid holidays. Probationary employees shall not be entitled to utilize this Grievance Procedure for any disciplinary actions that are taken by the County. Grievances may be heard on work time where practical and feasible.

The Association shall notify the County as to the identity of the Local Unit Chairperson. The Local Unit Chairperson shall be allowed to administer the terms of this Agreement and investigate grievances on work time where practical and feasible.

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

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

### Step 1 Complaint

The employee and/or the Local Unit Chairperson shall put the complaint in writing and present it to his or her immediate supervisor within fifteen (15) working days after the employee should have been reasonably aware of the alleged contract violation, or it shall be considered null and void. Every effort shall be made to settle the complaint at this level. If it is not resolved within five (5) working days after submission, the matter may proceed to Step 2.

## Step 2 Grievance

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

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

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

## **ARTICLE 20 - SUBORDINATION OF AGREEMENT**

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

## **ARTICLE 21 - SAVINGS CLAUSE**

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

## **ARTICLE 22 - CONTRACTING OUT**

**22.1 Bargaining Unit Work.** All bargaining unit work of the County shall be performed by bargaining unit employees except where it can be clearly demonstrated that the required expertise is not available, or when work required for special projects of limited duration cannot be performed without excessive overtime hours, or when the County does



not own the equipment necessary to perform the work or such equipment owned by the County is not currently available, or when the production schedule for completion of the work could not be met utilizing currently employed employees on a straight-time basis. The County will not subcontract work normally performed by bargaining unit employees if, at the time the work is initially to be subcontracted, employees are on layoff who are entitled to recall to positions which normally perform such work or the subcontracting would result in the layoff of employees who normally perform such work.

**22.2 Contracting Out.** Except in emergency situations, if the County proposes to contract out bargaining unit work as described above, the reasons for doing so shall be supplied to the Association with ample time (30 days) for discussion of such decision.

## **ARTICLE 23 - GROUP INSURANCE**

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

- a) Medical – Whatcom County Self-Insured Cap Plan
- b) Dental – Washington Counties Insurance Fund (WCIF) Standard Plan – Option 3
- c) Vision – WCIF Standard Vision Care Plan

**23.1.1 Life Insurance.** The County agrees to pay the entire employee only premium for life insurance through a carrier to be selected by the County providing the equivalent of one year's base salary to a maximum of \$50,000 of coverage.

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

**23.1.3 Disputes.** The County and the Association agree that 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 or designee for final resolution.

**23.1.4 Change or Modification of Plans.** Except as otherwise provided herein, the County and the Association agree that carriers may be changed, or benefits modified upon mutual agreement.

### **23.2 Medical Plans Contributions.**

**23.2.1 Medical Plans and Contributions.** For plan year 2019, the County shall fund the self-insured Medical Plan at \$1,297.00 per month for each eligible employee for full family medical coverage. For Plan Year 2020, the County shall fund the self-insured Medical Plan at \$1,362.00 per month for each eligible employee for full family medical coverage. Employees will elect their next year's plan choice during an open enrollment period in November.

**23.2.1.1 2000 Medical Plan (Non-Qualified High Deductible Plan).** For plan years 2019 and 2020, employees may elect a Non-Qualified High Deductible plan with no payroll deduction. This is the default medical plan.

**23.2.1.2 Qualified High Deductible Medical Plan (QHDHP) and Health Savings Account.** For plan years 2019 and 2020 employees may elect to participate in the Qualified High Deductible Medical Plan (QHDHP) with no payroll deduction. Employees may be enrolled in a Health Savings Account (HSA), if they are otherwise qualified to have such an account. The County will contribute one-time seed money in 2019 or 2020 to a voluntary HSA, a total of \$1,250 per employee if signing up as an employee only **OR** \$2,500 for an employee plus dependents. Fifty percent (50%) of the annual HSA contribution amount will be funded in January and the balance will be contributed in equal monthly installments throughout the remaining months of the year. Health Savings Account contributions for part-time employees will be pro-rated based on currently assigned, but not more than their budgeted FTE.

**23.2.1.1.1. Employee Health Savings Account (HSA) Contributions.** Qualified employees enrolled in the County Health Savings Account are also eligible to contribute to this HSA through payroll deduction.

**23.2.1.1.2 New Hires.** New hires that choose the Qualified High Deductible Plan (QHDHP) will be eligible to establish a HSA, if they are otherwise qualified to have such an account. The County will contribute one-time seed money to a voluntary HSA, a total of up to \$1,000 for an employee signing up as an employee only **OR** up to \$2,000 for an employee if also signing up to cover dependents. Fifty percent (50%) will be contributed the first paycheck they are eligible for medical benefits and enrolled in the HSA with either \$45.45 (employee only) **OR** \$90.91 (employee plus dependents) contributed by the County throughout the remaining months of the year. Health Savings Account contributions for part-time employees will be pro-rated based on currently assigned, but not more than their budgeted FTE.

**23.2.1.3 Optional Contributory Medical Plan.** For plan years 2019 and 2020, employees may elect to buy-up to the optional Contributory Plan via authorized monthly payroll deduction as set forth in the Summary of Medical Plan Changes published prior to open enrollment for the next plan year. Should the County's Benefit Consultant's Renewal Projection for 2020 be more than the amounts set forth in Article 23.2.1.), modifications to the plan will be made to the plan per section 23.2.5 – Medical Schedule of Benefits.

**23.2.3 Self-Insured Medical Plan.** If the County provides the Self-Insured Medical Plans on a different basis to any other employee(s) in the County, represented or unrepresented, excluding binding interest arbitration groups, upon written request by the Association, the County shall agree to good faith bargaining regarding the Self-Insured Medical Plans being offered to bargaining unit employees on the same basis.

**23.2.4 Medical Schedule of Benefits.** The schedule of benefits for the Self-Insured Medical Plans may require modification during the life of the agreement in order that coverage can be provided within the County's and Employee's contribution amount as established above. The parties agree that at any time the County may change the schedule

of benefits in order to be legally compliant with applicable law or changes in plan administrator or administration. The parties agree the County is not required to enhance the Cap plan.

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

**23.2.6 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.04.

Eligibility for state paid leave and benefits are independent of this Agreement and premiums are shared between the County and the employee pursuant to the premium rates established by RCW 50A.04.115.

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

**23.3.1 Scheduling Quirk.** If an employee fails to receive compensation in any month for 80 hours as required by Article 5, 6, and 7 of the Agreement, and the failure is due to a quirk in scheduling and through no fault of the employee, the individual nevertheless shall be considered eligible for all applicable benefits during the month in question.

**23.4 Flex 125.** All members of the bargaining unit will be eligible to participate in the County's Flexible Spending Account Plan (Flex 125 Plan).

**23.5 Medical Advisory Committee.** In the event the Cap Medical Plan is to be modified pursuant to Section 23.2.4 – Medical Schedule of Benefits, the County shall convene the Medical Advisory Committee. The Association shall be given advance notice of such meeting and the union representative and one (1) bargaining unit member, designated by the union, shall be afforded the opportunity to attend and participate in the Medical Advisory Committee meeting. The Medical Advisory Committee shall not replace the parties' RCW 41.56 obligations. The County intends (but does not guarantee data availability) to review medical utilization cost and medical benefits beginning in July of each year in preparation for Cap plan choices for the following year.

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

## **ARTICLE 24 - INDEMNIFICATION**

The County agrees to hold harmless employees for all damages, including attorney fees,

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

#### ARTICLE 25 - DURATION

This Agreement shall be effective on January 1, 2019 except for those provisions of the Agreement which have been assigned other effective dates as herein set forth, and shall remain in full force and effect to and including the 31st of December, 2020. At least sixty (60) days prior to the first day of January 2021 either party shall file written notice with the other of its desire to amend, modify, or terminate this Agreement.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 23<sup>rd</sup> day of April, 2019.

#### WASHINGTON STATE NURSES ASSOCIATION

\_\_\_\_\_  
Negotiating Team Member

Olivia Posh 4/12/19  
\_\_\_\_\_  
Negotiating Team Member

Susan O'Donnell 4/11/19  
\_\_\_\_\_  
WSNA Nurse Representative

Michael J. Sanderson 4/11/19  
\_\_\_\_\_  
WSNA Labor Representative

#### WHATCOM COUNTY

\_\_\_\_\_  
Whatcom County Executive  
Jack Louws

\_\_\_\_\_  
DATE COUNCIL APPROVED:

\_\_\_\_\_  
APPROVED AS TO FORM:

J. Gammey  
\_\_\_\_\_  
Civil Deputy Prosecutor

**ADDENDUM A  
TO THE AGREEMENT  
by and between  
WHATCOM COUNTY, WASHINGTON  
and  
WASHINGTON STATE NURSES ASSOCIATION**

**Position Title Index**

<b>Range</b>	<b>Position</b>
52	P.H. Nurse Supervisor
51	Nurse Practitioner
49	P. H. Nurse II
48	P. H. Nurse (Certification or Advanced Degree per Section 11.3.1
47	P.H. Program Coordinator
47	P.H. Nurse
40	Registered Nurse
36	Care Coordinator
24	Licensed Practical Nurse
23	Community Health Outreach Worker
24	Medical Assistant



## ADDENDUM B - WAGES

### Wage Matrix Ranges 23 - 40

**2019 Hourly Matrix - Effective January 2019 (+2.50%)**

Range	12 months of service to move to next step									36 months of service to move to next step (36 months at step 10 required to move to step 11)					
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
23	\$15.98	\$16.77	\$17.56	\$18.41	\$19.31	\$20.25	\$21.31	\$22.12	\$22.23	\$22.34	\$22.45	\$22.57	\$22.68	\$22.79	\$22.91
24	\$17.12	\$17.90	\$18.70	\$19.57	\$20.47	\$21.43	\$22.57	\$23.42	\$23.53	\$23.65	\$23.77	\$23.89	\$24.01	\$24.13	\$24.25
33	\$19.83	\$20.75	\$21.77	\$22.85	\$23.95	\$25.11	\$26.36	\$27.35	\$27.49	\$27.63	\$27.77	\$27.90	\$28.04	\$28.18	\$28.33
36	\$20.99	\$21.98	\$23.07	\$24.23	\$25.39	\$26.62	\$27.92	\$28.99	\$29.13	\$29.28	\$29.43	\$29.57	\$29.72	\$29.87	\$30.02
40	\$23.03	\$24.17	\$25.37	\$26.60	\$27.89	\$29.25	\$30.67	\$31.83	\$31.99	\$32.15	\$32.31	\$32.47	\$32.64	\$32.80	\$32.96

**2019 Monthly Matrix - For Reference Purposes Only**

Range	12 months of service to move to next step									36 months of service to move to next step (36 months at step 10 required to move to step 11)					
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
23	\$2,770	\$2,907	\$3,044	\$3,191	\$3,347	\$3,509	\$3,693	\$3,834	\$3,853	\$3,872	\$3,892	\$3,911	\$3,931	\$3,950	\$3,970
24	\$2,968	\$3,103	\$3,242	\$3,392	\$3,549	\$3,715	\$3,912	\$4,059	\$4,079	\$4,100	\$4,120	\$4,141	\$4,161	\$4,182	\$4,203
33	\$3,437	\$3,597	\$3,773	\$3,961	\$4,151	\$4,352	\$4,569	\$4,741	\$4,765	\$4,789	\$4,813	\$4,837	\$4,861	\$4,885	\$4,910
36	\$3,638	\$3,811	\$3,998	\$4,200	\$4,401	\$4,614	\$4,839	\$5,025	\$5,050	\$5,075	\$5,100	\$5,126	\$5,152	\$5,177	\$5,203
40	\$3,992	\$4,190	\$4,397	\$4,610	\$4,835	\$5,070	\$5,316	\$5,517	\$5,545	\$5,573	\$5,601	\$5,629	\$5,657	\$5,685	\$5,713

**2020 Hourly Matrix - Effective January 2020 (+2.0%)**

Range	12 months of service to move to next step									36 months of service to move to next step (36 months at step 10 required to move to step 11)					
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
23	\$16.30	\$17.11	\$17.91	\$18.78	\$19.70	\$20.65	\$21.73	\$22.56	\$22.67	\$22.79	\$22.90	\$23.02	\$23.13	\$23.25	\$23.36
24	\$17.47	\$18.26	\$19.08	\$19.96	\$20.88	\$21.86	\$23.02	\$23.89	\$24.00	\$24.12	\$24.25	\$24.37	\$24.49	\$24.61	\$24.73
33	\$20.23	\$21.17	\$22.21	\$23.31	\$24.43	\$25.61	\$26.89	\$27.90	\$28.04	\$28.18	\$28.32	\$28.46	\$28.61	\$28.75	\$28.89
36	\$21.41	\$22.42	\$23.53	\$24.71	\$25.90	\$27.15	\$28.48	\$29.57	\$29.72	\$29.87	\$30.01	\$30.16	\$30.32	\$30.47	\$30.62
40	\$23.49	\$24.66	\$25.88	\$27.13	\$28.45	\$29.83	\$31.28	\$32.47	\$32.63	\$32.79	\$32.96	\$33.12	\$33.29	\$33.45	\$33.62

**2020 Monthly Matrix - For Reference Purposes Only**

Range	12 months of service to move to next step									36 months of service to move to next step (36 months at step 10 required to move to step 11)					
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
23	\$2,826	\$2,965	\$3,105	\$3,255	\$3,414	\$3,580	\$3,767	\$3,911	\$3,930	\$3,950	\$3,970	\$3,989	\$4,009	\$4,029	\$4,050
24	\$3,027	\$3,165	\$3,306	\$3,460	\$3,620	\$3,789	\$3,990	\$4,140	\$4,161	\$4,182	\$4,202	\$4,223	\$4,245	\$4,266	\$4,287
33	\$3,506	\$3,669	\$3,849	\$4,040	\$4,234	\$4,439	\$4,661	\$4,836	\$4,860	\$4,884	\$4,909	\$4,933	\$4,958	\$4,983	\$5,008
36	\$3,711	\$3,887	\$4,078	\$4,284	\$4,489	\$4,706	\$4,936	\$5,125	\$5,151	\$5,177	\$5,202	\$5,228	\$5,255	\$5,281	\$5,307
40	\$4,072	\$4,274	\$4,485	\$4,702	\$4,932	\$5,171	\$5,422	\$5,628	\$5,656	\$5,684	\$5,713	\$5,741	\$5,770	\$5,799	\$5,828

**2020 Hourly Matrix - Effective July 2020 (+1.0%)**

Range	12 months of service to move to next step									36 months of service to move to next step (36 months at step 10 required to move to step 11)					
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
23	\$16.47	\$17.28	\$18.09	\$18.96	\$19.89	\$20.86	\$21.95	\$22.79	\$22.90	\$23.02	\$23.13	\$23.25	\$23.36	\$23.48	\$23.60
24	\$17.64	\$18.44	\$19.27	\$20.16	\$21.09	\$22.08	\$23.25	\$24.12	\$24.24	\$24.37	\$24.49	\$24.61	\$24.73	\$24.86	\$24.98
33	\$20.43	\$21.38	\$22.43	\$23.54	\$24.67	\$25.87	\$27.16	\$28.18	\$28.32	\$28.46	\$28.60	\$28.75	\$28.89	\$29.04	\$29.18
36	\$21.63	\$22.65	\$23.76	\$24.96	\$26.16	\$27.42	\$28.76	\$29.86	\$30.01	\$30.16	\$30.31	\$30.47	\$30.62	\$30.77	\$30.93
40	\$23.73	\$24.90	\$26.13	\$27.40	\$28.74	\$30.13	\$31.60	\$32.79	\$32.96	\$33.12	\$33.29	\$33.45	\$33.62	\$33.79	\$33.96

**2020 Monthly Matrix - For Reference Purposes Only**

Range	12 months of service to move to next step									36 months of service to move to next step (36 months at step 10 required to move to step 11)					
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
23	\$2,854	\$2,995	\$3,136	\$3,287	\$3,448	\$3,615	\$3,805	\$3,950	\$3,970	\$3,989	\$4,009	\$4,029	\$4,050	\$4,070	\$4,090
24	\$3,058	\$3,196	\$3,339	\$3,495	\$3,656	\$3,827	\$4,030	\$4,181	\$4,202	\$4,223	\$4,244	\$4,266	\$4,287	\$4,308	\$4,330
33	\$3,541	\$3,706	\$3,887	\$4,081	\$4,276	\$4,484	\$4,707	\$4,884	\$4,909	\$4,933	\$4,958	\$4,983	\$5,008	\$5,033	\$5,058
36	\$3,748	\$3,926	\$4,119	\$4,326	\$4,534	\$4,753	\$4,985	\$5,176	\$5,202	\$5,228	\$5,254	\$5,281	\$5,307	\$5,334	\$5,360
40	\$4,113	\$4,316	\$4,530	\$4,749	\$4,981	\$5,223	\$5,477	\$5,684	\$5,712	\$5,741	\$5,770	\$5,799	\$5,828	\$5,857	\$5,886

# Ranges 47 - 52

## 2019 Hourly Matrix - Effective January 2019 (+2.50%)

12 months of service to move to next step										36 months of service to move to next step (36 months at step 10 required to move to step 11)					
Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
47	\$31.46	\$33.03	\$34.67	\$36.32	\$37.71	\$39.15	\$40.97	\$42.51	\$42.73	\$42.94	\$43.15	\$43.37	\$43.59	\$43.80	\$44.02
48	\$32.87	\$34.44	\$36.08	\$37.73	\$39.14	\$40.60	\$42.42	\$44.01	\$44.23	\$44.45	\$44.68	\$44.90	\$45.13	\$45.35	\$45.58
49	\$33.59	\$35.27	\$37.05	\$38.79	\$40.26	\$41.79	\$43.71	\$45.36	\$45.58	\$45.81	\$46.04	\$46.27	\$46.50	\$46.73	\$46.97
51	\$35.70	\$37.38	\$39.15	\$40.98	\$42.49	\$44.07	\$46.01	\$47.75	\$47.99	\$48.23	\$48.47	\$48.71	\$48.95	\$49.20	\$49.44
52	\$35.46	\$37.25	\$39.06	\$40.91	\$42.48	\$44.10	\$46.11	\$47.87	\$48.11	\$48.35	\$48.59	\$48.84	\$49.08	\$49.33	\$49.57

## 2019 Monthly Matrix - For Reference Purposes Only

12 months of service to move to next step										36 months of service to move to next step (36 months at step 10 required to move to step 11)					
Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
47	\$5,453	\$5,725	\$6,010	\$6,295	\$6,536	\$6,786	\$7,101	\$7,369	\$7,406	\$7,443	\$7,480	\$7,517	\$7,555	\$7,593	\$7,631
48	\$5,697	\$5,969	\$6,254	\$6,540	\$6,784	\$7,036	\$7,353	\$7,629	\$7,667	\$7,705	\$7,744	\$7,783	\$7,822	\$7,861	\$7,900
49	\$5,822	\$6,114	\$6,423	\$6,724	\$6,978	\$7,244	\$7,576	\$7,862	\$7,901	\$7,940	\$7,980	\$8,020	\$8,060	\$8,100	\$8,141
51	\$6,188	\$6,479	\$6,786	\$7,103	\$7,365	\$7,639	\$7,975	\$8,276	\$8,317	\$8,359	\$8,401	\$8,443	\$8,485	\$8,527	\$8,570
52	\$6,147	\$6,456	\$6,771	\$7,091	\$7,363	\$7,645	\$7,993	\$8,298	\$8,339	\$8,381	\$8,423	\$8,465	\$8,507	\$8,550	\$8,592

## 2020 Hourly Matrix - Effective January 2020 (+2.0%)

12 months of service to move to next step										36 months of service to move to next step (36 months at step 10 required to move to step 11)					
Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
47	\$32.09	\$33.69	\$35.37	\$37.05	\$38.46	\$39.94	\$41.79	\$43.36	\$43.58	\$43.80	\$44.02	\$44.24	\$44.46	\$44.68	\$44.90
48	\$33.53	\$35.13	\$36.81	\$38.49	\$39.92	\$41.41	\$43.27	\$44.89	\$45.12	\$45.34	\$45.57	\$45.80	\$46.03	\$46.26	\$46.49
49	\$34.26	\$35.98	\$37.80	\$39.57	\$41.06	\$42.63	\$44.58	\$46.26	\$46.49	\$46.73	\$46.96	\$47.20	\$47.43	\$47.67	\$47.91
51	\$36.41	\$38.13	\$39.94	\$41.80	\$43.34	\$44.95	\$46.93	\$48.70	\$48.95	\$49.19	\$49.44	\$49.68	\$49.93	\$50.18	\$50.43
52	\$36.17	\$37.99	\$39.84	\$41.73	\$43.33	\$44.99	\$47.03	\$48.83	\$49.07	\$49.32	\$49.56	\$49.81	\$50.06	\$50.31	\$50.56

## 2020 Monthly Matrix - For Reference Purposes Only

12 months of service to move to next step										36 months of service to move to next step (36 months at step 10 required to move to step 11)					
Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
47	\$5,562	\$5,839	\$6,130	\$6,421	\$6,667	\$6,922	\$7,243	\$7,516	\$7,554	\$7,592	\$7,630	\$7,668	\$7,706	\$7,745	\$7,783
48	\$5,811	\$6,088	\$6,380	\$6,671	\$6,920	\$7,177	\$7,500	\$7,781	\$7,820	\$7,859	\$7,899	\$7,938	\$7,978	\$8,018	\$8,058
49	\$5,939	\$6,236	\$6,551	\$6,858	\$7,117	\$7,389	\$7,728	\$8,019	\$8,059	\$8,099	\$8,140	\$8,180	\$8,221	\$8,262	\$8,304
51	\$6,312	\$6,609	\$6,922	\$7,245	\$7,512	\$7,791	\$8,134	\$8,442	\$8,484	\$8,526	\$8,569	\$8,612	\$8,655	\$8,698	\$8,741
52	\$6,270	\$6,585	\$6,906	\$7,233	\$7,510	\$7,797	\$8,152	\$8,463	\$8,506	\$8,548	\$8,591	\$8,634	\$8,677	\$8,721	\$8,764

## 2020 Hourly Matrix - Effective July 2020 (+1.0%)

12 months of service to move to next step										36 months of service to move to next step (36 months at step 10 required to move to step 11)					
Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
47	\$32.41	\$34.02	\$35.72	\$37.42	\$38.85	\$40.33	\$42.21	\$43.80	\$44.02	\$44.24	\$44.46	\$44.68	\$44.90	\$45.13	\$45.35
48	\$33.86	\$35.48	\$37.17	\$38.87	\$40.32	\$41.82	\$43.70	\$45.34	\$45.57	\$45.80	\$46.03	\$46.26	\$46.49	\$46.72	\$46.95
49	\$34.61	\$36.34	\$38.17	\$39.96	\$41.47	\$43.05	\$45.03	\$46.73	\$46.96	\$47.19	\$47.43	\$47.67	\$47.91	\$48.15	\$48.39
51	\$36.78	\$38.51	\$40.33	\$42.22	\$43.77	\$45.40	\$47.40	\$49.19	\$49.44	\$49.68	\$49.93	\$50.18	\$50.43	\$50.68	\$50.94
52	\$36.53	\$38.37	\$40.24	\$42.15	\$43.76	\$45.44	\$47.50	\$49.32	\$49.56	\$49.81	\$50.06	\$50.31	\$50.56	\$50.82	\$51.07

## 2020 Monthly Matrix - For Reference Purposes Only

12 months of service to move to next step										36 months of service to move to next step (36 months at step 10 required to move to step 11)					
Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
47	\$5,618	\$5,897	\$6,192	\$6,486	\$6,733	\$6,991	\$7,315	\$7,591	\$7,629	\$7,668	\$7,706	\$7,744	\$7,783	\$7,822	\$7,861
48	\$5,869	\$6,149	\$6,443	\$6,737	\$6,989	\$7,249	\$7,575	\$7,859	\$7,899	\$7,938	\$7,978	\$8,018	\$8,058	\$8,098	\$8,139
49	\$5,998	\$6,298	\$6,617	\$6,927	\$7,189	\$7,462	\$7,805	\$8,099	\$8,139	\$8,180	\$8,221	\$8,262	\$8,303	\$8,345	\$8,387
51	\$6,375	\$6,675	\$6,991	\$7,317	\$7,587	\$7,869	\$8,216	\$8,526	\$8,569	\$8,611	\$8,655	\$8,698	\$8,741	\$8,785	\$8,829
52	\$6,333	\$6,651	\$6,975	\$7,305	\$7,585	\$7,875	\$8,234	\$8,548	\$8,591	\$8,634	\$8,677	\$8,720	\$8,764	\$8,808	\$8,852

## ADDENDUM C

### WSNA ALTERNATIVE WORK SCHEDULE REQUEST

**Employee Name:** \_\_\_\_\_

**Position:** \_\_\_\_\_

**% Full-Time Equivalency (FTE):** \_\_\_\_\_

**Proposed Start Date:** \_\_\_\_\_  
(must be a prospective pay period)

Please itemize below the schedule you would like to request. This schedule must be mutually agreed upon with your supervisor and have the approval of your supervisor, division manager, director or designee as well as Human Resources. Per Article 4.4 - Alternative Scheduling of the collective bargaining agreement, the requested schedule must not create a reduction in the effective hours of service to the public, critical service days must be adequately covered by the remaining personnel, and this schedule must not increase the department's compensation costs. Once a schedule is agreed upon and been approved, there will be no floating or changing of flex days unless approved by the supervisor to recognize the impact of employee illnesses and vacations. Approval of this request is not a guarantee by the County this schedule will be continued if changes need to be made in order to maintain service to the public or to meet other criteria in Article 4.4. Both parties recognize that alternative schedules are a benefit and must be worked as scheduled.

The schedule submitted below will be utilized to designate a Fair Labor Standards Act (FLSA) work week which is defined as 7 consecutive days with work weeks not to exceed 40 hours per week. Once an FLSA work week is agreed upon and approved there will be no changing of that work week or flex day. Mutually agreed upon adjustments by the employee and supervisor of hours within a work day may be made as long as the adjustment takes place within the same FLSA work week.

Payroll Week	Day	Actual Time at Work (e.g.: 8:00am – 5:00pm)	Time of lunch break (e.g.: noon)	Length of Lunch Break (e.g.: 1 hour)	Total # of Hours Worked per Day
<b>Week #1</b>	Sunday				
	Monday				
	Tuesday				
	Wednesday				
	Thursday				
	Friday				
	Saturday				
	<b>Total Per Week</b>				
<b>Week #2</b>	Sunday				
	Monday				
	Tuesday				
	Wednesday				
	Thursday				
	Friday				
	Saturday				
	<b>Total Per Week</b>				

	Signature	Date
Employee		
Supervisor		
Division Manager		
Director or Designee		
Human Resources		

**ADDENDUM D**  
**COLLECTIVE BARGAINING AGREEMENT**  
**LETTER OF UNDERSTANDING**  
**By and Between**  
**WASHINGTON STATE NURSES ASSOCIATION**  
**and**  
**WHATCOM COUNTY**

This is to confirm the following agreements reached during the recent negotiations and is attached to the WSNA collective bargaining agreement identified as "August 6, 2013 through December 31, 2014":

**1. Shift Differential.** If during the term of the Agreement the County implements a second and/or third shift, it will notify the Association in advance and upon request will meet and bargain about the appropriate shift differential payments for such shifts.

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

**3. Benefits Eligibility Requirements.** The new eligibility requirement of 80 hours compensated in Article 23, Group Insurance, is not applicable to any employee eligible for group insurance benefits on August 9, 1994.

**4. Leaves of Absence.** Leaves of Absence without pay may be granted by the Department Head for periods of five or less work days per calendar year. The employee will not be required to have used all paid time off prior to the granting of such leave. Requests for such leave must be made in writing with the period of leave and flex time reconciliation being specified and approved in writing.

**5. Alternative Schedules – Existing Practice.** The existing process for Alternative Scheduling incorporates the following conditions.

Staff may vary their time from the basic workday or workweek by written mutual agreement between the Director or designee and the employee. Alternative schedules cannot create a situation where the criteria in Article 4.4 is not met nor can the employee work more than:

- 1) 40 hours in a basic workweek (unless written designation of pay weeks is requested and approved per Alternative Work Schedule Request form – Addendum C)
- 2) 80 hours in a pay period, or
- 3) 10 hours in a workday.

Altering schedules for personal or work reasons must have the approval of the employee's supervisor in accordance with Article 4.5 Flex Time.

It is anticipated that alternative schedules currently worked by employees will be continued; however both parties recognize that schedules may need to be changed in order to maintain service to the public or to meet other criteria in Article 4.4. Both parties recognize that alternative schedules are a benefit and must be worked as scheduled.

**Addendum E**  
**LETTER OF UNDERSTANDING**  
**JOB SHARE AGREEMENT**  
**WSNA COLLECTIVE BARGAINING AGREEMENT**

This Letter of Understanding regarding Job Share Agreements is by and between Whatcom County, hereafter called "the County" and the Washington State Nurses Association, hereinafter called "the Association" regarding and attached to the WSNA Collective Bargaining Agreement identified as "August 6, 2013 through December 31, 2014.

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

**VOLUNTARY JOB SHARE AGREEMENT**

This fully executed Agreement must be in place prior to commencement of Job Share

<b>JOB SHARE POSITION:</b>	<b>POSITION ID:</b>
<b>DEPARTMENT:</b>	<b>SUPERVISOR:</b>
<b>PARTICIPANT A:</b>	<b>PARTICIPANT B:</b>
<b>HOURS/MONTH:</b>	<b>HOURS/MONTH:</b>
<b>Health &amp; Welfare Benefits    <input type="checkbox"/> Yes   <input type="checkbox"/> No</b>	<b>Health &amp; Welfare Benefits    <input type="checkbox"/> Yes   <input type="checkbox"/> No</b>

**Agreement.**

- Participants acknowledge they have voluntarily elected to equally share a 1.0 FTE position and agree to the conditions outlined in this Agreement.
- Participants together perform the duties of a full-time position. Total hours worked for both will not exceed an average of 173.33 regular hours per month (1.0 budgeted FTE), unless additional hours are designated as extra help hours.

**Health & Welfare Benefits.**

- Participants are eligible to receive employee-only medical, life and long-term disability coverage as well as family dental and vision benefits, provided they meet eligibility requirements. Should an employee desire family medical coverage, contributions shall be deducted from paychecks.
- Participants who initially opt out of health & welfare benefits for dependents may enroll at a later date if a COBRA qualifying event occurs or during the month of November may elect coverage beginning the following January 1. In these situations, the eligibility



requirements of each benefit plan must be met before coverage becomes effective.

- Participants who elect medical coverage for dependents may elect during the month of November to drop coverage effective the following January 1.
- The County will make contributions to the appropriate health & welfare plans on behalf of employees who are regularly scheduled to work and who are compensated for at least eighty (80) hours per month.
- Participants who have not previously been on health and welfare benefits must meet eligibility requirements in the WSNA Agreement to be eligible for health and welfare benefits coverage. Employees whose health and welfare benefits are being reinstated will be subject to the waiting periods specified in plan documents.

### **PARTICIPANT ELECTIONS**

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

### **Other Benefits.**

- Each participant will accrue and use vacation and sick leave based on their agreed upon 0.5 FTE position. Participants can use accrued vacation or sick leave only for days and hours they are regularly scheduled to work.
- Each participant will receive four hours of holiday pay for each holiday where they meet the eligibility criteria in the WSNA Agreement, and each participant will receive four hours of personal holiday each calendar year. During weeks when a holiday occurs, participants must work with their supervisor to assure the required number of hours will be worked and/or compensated that week.
- Accruals will not exceed 0.5 FTE regardless of the number of hours worked. If additional hours are worked, employees will receive compensatory time per the WSNA Agreement.
- Any additional leave (bereavement, etc.) will be no more than one-half the time (in hours) allowed in the WSNA Agreement or state or federal law.
- Participants individually accrue and have full use of seniority rights allowed under the WSNA Agreement.
- To be eligible for leave under the federal Family Medical Leave Act (FMLA), 1250 hours of time must be actually worked during the twelve months prior to the requested leave. Participants understand by entering this Agreement, they are likely forfeiting rights to FMLA.

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

#### **Compensation.**

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

#### **Schedules and Breaks.**

- Participants' work schedules must be approved by, and may be changed by, their supervisor as provided herein. Article 4.1 "Work Schedule" shall apply except as modified by this Job Share Agreement. It is understood that a job share participant is not routinely required to cover for the other job share participant for vacations and sick leave. However, in the event of an extended absence of one job share participant, the other participant may be required to work extra hours, up to 40 per week, in order to assure the work of the position is completed. In such circumstances, the County will, when circumstances permit, explore other staffing measures to reduce the impact on the affected participant.
- Notwithstanding Article 4.10, "Breaks", participants are allowed one paid fifteen (15) minute rest break during each four-hour work period after no more than three hours of work, and during each day where they work five (5) or more hours, they are entitled to an unpaid lunch break of thirty (30) to sixty (60) minutes.

#### **Termination of Job Share.**

- Participants understand that if one participant leaves his or her job share position, a new job share agreement must be executed. Upon separation or movement of a job share participant, the County will first offer the 1.0 FTE position to the remaining incumbent. If the participant declines the 1.0 FTE position and desires to continue in a job share arrangement and the department concurs, he or she understands that, during the period of vacancy for the other half of the job share, the remaining participant may be required to work extra hours, up to 40 per week, in order to assure the work of the position is completed. No other terms or conditions of this Agreement will change.

Each Job Share Agreement will require signatures of Participant A, Participant B, and the Department Head. The County may, at any time, cancel this agreement after thirty (30) days written notice.

NAME	SIGNATURE	DATE
Participant A		
Participant B		
Department Head		

Copy to WSNA Representative

**LETTER OF UNDERSTANDING  
BY AND BETWEEN  
WASHINGTON STATE NURSES ASSOCIATION  
AND  
WHATCOM COUNTY**

**PILOT PROGRAM FOR 0.9 FTE SCHEDULE**

This Letter of Understanding is entered into between Whatcom County, hereinafter referred to as "the County" and Washington State Nurses Association, hereinafter referred to as "the Union" for the purpose of setting forth the terms and conditions of establishing a one-year Pilot Program to determine the feasibility of allowing a limited number of employees within the bargaining unit to work a 0.9 FTE schedule.

The County recognizes the possibility that working less than full time may bring higher levels of job satisfaction as well as improve morale, attendance and productivity. The Union desires less than full time employment for a better work-life balance.

The parties, therefore, agree to the following:

1. Within two (2) months after ratification of the 2017-2018 Collective Bargaining Agreement, the County will convene the WSNA Conference Committee pursuant to Article 17 to establish criteria for this Pilot Program.
2. The Committee will develop guidelines for the Pilot Program and establish criteria for measurable results.
3. The number of employees allowed to participate in the Pilot Program will be limited to a number established by the Conference Committee to ensure there is no effect on the operational needs of the department.
4. Conference Committee members will participate in the creation and monitoring of measurable outcomes, including, but not limited to, productivity and job satisfaction.
5. While participating in the Pilot Program, employee benefits will be pro-rated based on a 0.9 FTE basis. This means the employee will contribute 10% of the County's cost for medical, dental, and vision coverage.
6. If, from time to time, a participating employee works hours in excess of 0.9 FTE, the employee will not be entitled to receive additional employee benefits, leave accruals, or holiday pay.
7. If an employee elects to return to a full-time schedule, the employee waives the opportunity to further participate in the Pilot Program. The employee will provide notice at least 30 days prior to converting back to full-time status.
8. At the end of the Pilot Program, the parties will meet and discuss outcomes. Employees will revert to their former 1.0 FTE status unless the County, the Union, and the participating employees mutually agree to extend the Pilot Program.

9. The parties anticipate the Pilot period will be approximately one year, but the Health Department reserves full discretion to end the Pilot within 30 days' written notice to the participants. The Pilot Program is in collaboration with Public Health, Human Resources and the Union.

Name	Signature	Date
Washington State Nurses Association		
Regina Delahunt, Health Director		
Karen Goens, HR Manager		
Jack Louws, County Executive		

Approved as to Form:

\_\_\_\_\_  
Daniel L. Gibson  
Chief Civil Deputy Prosecuting Attorney

\_\_\_\_\_  
Date

## **ADDENDUM F**

### **LETTER OF UNDERSTANDING BY AND BETWEEN WASHINGTON STATE NURSES ASSOCIATION AND WHATCOM COUNTY**

#### **PILOT PROGRAM FOR 0.9 FTE SCHEDULE**

This Letter of Understanding is entered into between Whatcom County, hereinafter referred to as "the County" and Washington State Nurses Association, hereinafter referred to as "the Union" for the purpose of setting forth the terms and conditions of establishing a Pilot Program to determine the feasibility of allowing a limited number of employees within the bargaining unit to work a 0.9 FTE schedule.

The County recognizes the possibility that working less than full time may bring higher levels of job satisfaction as well as improve morale, attendance and productivity. The Union desires less than full time employment for a better work-life balance.

The parties, therefore, agree to the following:

1. The 2017-2018 Pilot Program shall be incorporated into the 2019-2020 collective bargaining agreement.
2. Employees may request to work a .9 FTE part-time schedule. Part-time schedules will be mutually agreed to between the employee and the Director in writing.
3. An employee working a .9 FTE part-time schedule shall not schedule more than forty (40) hours each week.
4. Employees shall receive overtime if they are assigned to work outside their scheduled work day in excess of eight (8) hours per day or their scheduled work day, whichever is greater, or hours worked in excess of forty (40) hours during the workweek.
5. While participating in the Pilot Program, employee benefits will be pro-rated based on a 0.9 FTE basis. This means the employee will contribute 10% of the County's cost for medical, dental, and vision coverage.
6. If, from time to time, a participating employee works hours in excess of 0.9 FTE, the employee will not be entitled to receive additional employee benefits, leave accruals, or holiday pay.
7. If an employee elects to return to a full-time schedule, the employee waives the opportunity to further participate in the Pilot Program for the duration of this agreement. The employee will provide notice at least 30 days prior to converting back to full-time status.
8. At the end of the 2019-2020 contract period, the parties will meet and discuss outcomes. Employees will revert to their former 1.0 FTE status unless the County, the Union, and the participating employees mutually agree to extend the Pilot Program.





# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2019-241

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<b>File ID:</b>	AB2019-241	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	04/15/2019	<b>Entered by:</b>	THelms@co.whatcom.wa.us		
<b>Department:</b>	County Executive's Office	<b>File Type:</b>	Contract		

**First Assigned to:** Council Finance and Administrative Services Committee

<b>Agenda Date:</b>	04/23/2019	<b>Next Mtg. Date:</b>	<b>Hearing Date:</b>
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Primary Contact Email: THelms@co.whatcom.wa.us

### TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract between Whatcom County and the Whatcom Humane Society to provide animal control and shelter services, in the amount of \$398,130

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attached memo

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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:** WHS memo, Whatcom Humane Society Contract

**Final Action:**  
**Enactment Date:**  
**Enactment #:**



## MEMORANDUM

**TO:** Jack Louws, County Executive  
**FROM:** Tawni Helms, Administrative Coordinator  
**RE:** Animal Control Services Agreement  
**DATE:** April 12, 2019

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Enclosed are two (2) originals of a contract for services agreement between Whatcom County and the Whatcom Humane Society for your review and signature.

▪ **Background and Purpose**

Whatcom County will contract with Whatcom Humane Society for the purpose of providing animal control and shelter services in compliance with Whatcom County Code and statutes as described in Exhibit A.

▪ **Funding Amount and Source**

Beginning May 1, 2019 through April 30, 2020 an amount not to exceed Three Hundred Ninety Eight Thousand One Hundred Thirty is to be paid in 12 monthly installments (\$33,177.50).

▪ **Differences from Previous Contract**

This contract includes a 3% increase from previous contract. The last increase was in 2009.

Please contact Tawni Helms at extension 5208, if you have any questions or concerns regarding the terms of this agreement,

Encl.

# WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

201904008

Originating Department:		Executive Office	
Contract or Grant Administrator:		Tawni Helms, Administrative Coordinator	
Contractor's / Agency Name:		Whatcom Humane Society	
Is this a New Contract? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		If not, is this an Amendment or Renewal to an Existing Contract? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
If Amendment or Renewal, (per WCC 3.08.100 (a))		Original Contract #: _____	
Does contract require Council Approval? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		If No, include WCC: _____ (see Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		If yes, grantor agency contract number(s): _____	
CFDA#: _____			
Is this contract grant funded? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		If yes, Whatcom County grant contract number(s): _____	
Is this contract the result of a RFP or Bid process? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		If yes, RFP and Bid number(s): RFP 16-44	
Contract Cost Center: 4300			
Is this agreement excluded from E-Verify? No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> If no, include Attachment D Contractor Declaration form.			
If YES, indicate exclusion(s) below:			
<input type="checkbox"/> Professional services agreement for certified/licensed professional. <input type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract work is for less than 120 days. <input type="checkbox"/> Interlocal Agreement (between Governments). <input type="checkbox"/> Contract for Commercial off the shelf items (COTS). <input type="checkbox"/> Work related subcontract less than \$25,000. <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.			
Contract Amount:(sum of original contract amount and any prior amendments): \$ 398,130		Council approval required for; all property leases, contracts or bid awards exceeding \$40,000, and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when:	
This Amendment Amount: \$ _____		1. Exercising an option obtained in a contract previously approved by the council.	
Total Amended Amount: \$ _____		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.	
Summary of Scope: Whatcom Humane Society will provide animal control and shelter services to Whatcom County. Services include but are not exclusive to: housing, administering regulations, enforcement and penalties pursuant to County ordinances, statutes and local code as described in Exhibit A.			
Term of Contract: One Year		Expiration Date: 04/30/2020	

Contract Routing:

1. Prepared by: TwH	Date: 04.12.19
2. Attorney signoff: <i>Cue</i>	Date: 4/15/19
3. AS Finance reviewed: <i>Bennett</i>	Date: 4/12/19
4. IT reviewed (if IT related):	Date: _____
5. Contractor signed:	Date: _____
6. Submitted to Exec.: <i>✓</i>	Date: 4-15-19
7. Council approved (if necessary):	Date: _____
8. Executive signed:	Date: _____
9. Original to Council:	Date: _____

CONTRACT FOR SERVICES AGREEMENT  
Whatcom Humane Services

Whatcom Humane Society, hereinafter called **Contractor**, and Whatcom County, hereinafter referred to as **County**, agree and contract as set forth in this Agreement, including:

General Conditions, pp. 3 to 7,  
Exhibit A (Scope of Work), pp. 8 to 12,  
Exhibit B (Compensation), pp. 13 to 14,  
Exhibit C (Budget), pp. 15,  
Exhibit D (E-Verify Declaration) pp. 16,  
Exhibit E (Certificate of Insurance) pp. 17,  
Exhibit F (Brady Policies and Protocols), pp. 18-24.

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

The term of this Agreement shall commence on the 1st day of May, 2019, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 30 day of April, 2020.

The general purpose or objective of this Agreement is to: provide animal control and shelter services throughout unincorporated Whatcom County, as more fully and definitively described in Exhibit A hereto. The language of Exhibit A controls in case of any conflict between it and that provided here.

The maximum consideration for the initial term of this agreement or for any renewal term shall not exceed Three Hundred Ninety Eight Thousand One Hundred Thirty. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

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

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

CONTRACTOR:

Whatcom Humane Society

\_\_\_\_\_  
Laura Clark, Executive Director

STATE OF WASHINGTON )  
 ) If  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, before me personally appeared Laura Clark to me known to be the Executive Director of Whatcom Humane Society and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of Washington, residing at  
\_\_\_\_\_. My commission expires \_\_\_\_\_.

**Approved as to form:**

Chris 4/15/19  
Prosecuting Attorney Date

Accepted for Whatcom County:

By: \_\_\_\_\_  
Jack Louws, Whatcom County Executive

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF WHATCOM )

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

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

**CONTRACTOR INFORMATION:**

WHATCOM HUMANE SOCIETY

**Laura Clark, Executive Director**

Address:  
2172 Division Street  
Bellingham, WA 98226

**Mailing Address:**  
Same

**Contact Name:** Laura Clark, Executive Director

**Contact Phone:** 360-733-2080 ext.: 3026

Contact FAX: 360-733-4746

**Contact Email:** [director@whatcomhumane.org](mailto:director@whatcomhumane.org)



## GENERAL CONDITIONS

### ANIMAL CONTROL SERVICES AGREEMENT BETWEEN WHATCOM COUNTY AND WHATCOM HUMANE SOCIETY

**THIS AGREEMENT** is made this \_\_\_\_\_ day of May 1, 2019 by and between **WHATCOM COUNTY**, a municipal corporation, hereinafter referred to as the "County", and Whatcom Humane Society, hereinafter referred to as the "Contractor" for the purpose of animal control services as described herein.

1. **Intent:** The intent of this document is for the County to obtain animal control services such as housing, administering regulations, enforcement and penalties pursuant to the following statutes and local code:

*RCW 9.08 Crimes Relating to Animals*

*RCW 16.04 Trespass of Animals*

*RCW 16.08 Dogs*

*RCW 16.10 Dogs-Licensing- Control Zones*

*RCW 16.24 Stock Restricted Areas*

*RCW 16.52 Prevention of Cruelty to Animals*

*RCW 16.54 Abandoned Animals*

*RCW 16.68 Disposal of Dead Animals*

*RCW 16.70 Control Of Pet Animals Infected With Disease Communicable To Humans*

*WCC 6.04 Animal Control*

*WCC 6.08 Restriction of Livestock*

2. **Description of Services:** The Contractor agrees to provide and the County agrees to accept the services as described in Exhibit A attached hereto and incorporated herein by reference.
3. **Consideration:** As consideration for the services provided, the County agrees to reimburse the Contractor as set forth in Exhibit B attached hereto and incorporated herein by reference.
4. **Term and Extensions:** The term of this Agreement shall be for a period of twenty four months beginning January 1, 2017. The term shall be as stated regardless of the date of signature. At the conclusion of the contract, the County may extend the agreement for two consecutive two year terms. At the conclusion of the contract and any extension, the contract shall be reopened for bidding. The County reserves the right to terminate the contract at any time for substandard performance or non-compliance with contract terms.
5. **Records and Reports:** The Contractor agrees to maintain all books, records, documents, reports and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed under this Agreement, including a complete system of records that shall show the kinds and number of animals in its custody obtained from the unincorporated areas of Whatcom County, the locations where such animals were found, the reasons for confinement and final disposition. On a quarterly basis the Contractor shall provide the County Executive, or his or her designee, a report detailing all fees collected and all expenses and cash balances, with a comprehensive year-end report due thirty (30) days after the end of the fiscal year. The Contractor also agrees to provide the County Executive, or his or her designee, a quarterly report detailing the levels of service provided over the quarter, together with a report on the license program in accordance with Section 3.1 in Exhibit A.

All income and expenditures shall be recorded in accordance with generally accepted accounting principles. The financial records shall be subject to audit by any governmental agency with jurisdiction at a time and place mutually convenient to the parties.

6. **Right to Review:** This contract is subject to review by any Federal, State or County auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the Administrative Officer or by the County Auditor's Office. Such review may occur with or without notice, and may include, but is not limited to, onsite inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for 3 years after contract termination, and shall make them available for such review, within Whatcom County, State of Washington, upon request. Contractor also agrees to notify the Administrative Officer in advance of any inspections, audits, or program review by any individual, agency, or governmental unit whose purpose is to review the services provided within the terms of this Agreement. If no advance notice is given to the Contractor, then the Contractor agrees to notify the Administrative Officer as soon as it is practical.
7. **Contracts with other Governmental Jurisdictions:** The County agrees to permit the Contractor to extend its services within Whatcom County. The County does not agree to provide a financial subsidy, either directly or indirectly to any city or any other local government. The Contractor guarantees that it will manage its affairs so that any agency contracting with it for services bears that agency's pro-rata share of costs incurred.
8. **Licensing:** The contractor agrees to comply with applicable federal, state, county or municipal standards for licensing, certification and operation of facilities and programs, and accreditation and licensing of individuals. The Contractor shall also be responsible for obtaining any necessary approvals and permits and shall be given a reasonable period of time to bring operations into compliance with all laws and standards.
9. **Communications:** Communications between the Contractor and the County shall be addressed to the regular places of business. In the case of the Contractor, the address shall be:

Director, Whatcom Humane Society  
Laura Clark or designee  
Whatcom Humane Society  
2172 Division Street  
Bellingham, WA 98226  
Phone: 360-733-2080-x3026

In the case of the County, communications shall be sent to:

Whatcom County Executive's Office  
Administrative Coordinator  
Tawni Helms or designee  
311 Grand Ave, Suite 108  
Bellingham, WA 98225  
Phone: 360-778-5208

**10. Administration of Agreement:**

- a. This agreement shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and political subdivisions. The Contractor also agrees to comply with applicable federal, state, county or municipal standards for licensing, certification, and operation of facilities and programs, and accreditation and licensing of individuals.
- b. The County hereby appoints, and Contractor hereby accepts, the Whatcom County Executive, and her or his designee, as the County representative, hereinafter referred to as the Administrative Officer, for purposes of administering the provisions of this Agreement, including the County's right to receive and act upon all reports and documents, and any auditing performed by the County related to this Agreements. The Administrative Officer for purposes of this Agreement is:

Tawni Helms  
Administrative Coordinator  
Whatcom County Executive's Office  
311 Grand Ave, Suite 108  
Bellingham, WA 98225  
Phone: 360-778-5208

**11. Relationship to Parties:** The parties intend that an independent Contractor/County relationship will be created by the Agreement. The County is interested only in the results to be achieved; the implementation of services will lie solely with the Contractor. Neither the Contractor, nor any agent, employee or representative of the Contractor shall be deemed to be an agent, employee, or representative of the County for any purpose. Employees of the Contractor are not entitled to any of the benefits the County provides for County employees. The Contractor will be solely and entirely responsible for its acts, and for the acts of its agents, employees, subcontractors or others during the performance of this Agreement. In the performance of services herein contemplated, the Contractor is an Independent Contractor as to the performance of the details of the work; however, the results of the work contemplated herein must meet the approval of the County and shall be subject to the County's general rights of inspection and review to secure the satisfactory completion thereof.

- 12. Indemnification and Hold Harmless:** The Contractor agrees and covenants to indemnify, defend and save harmless the County and those persons who were, now are, or shall be duly elected or appointed officials or members or employees thereof, hereinafter referred to as the County, against and from any loss, damage, cost, charge, expense, liability, claim, demand or judgment, of whatsoever kind or nature, whether to persons or property, arising wholly or partially out of any act, action, neglect, omission or default on the part of the Contractor, his subcontractors, and/or employees, except to the extent such injury or damage shall have been caused by or resulted from the negligence of the County. In case any suit or cause of action shall be brought against the County on account of any act, action, neglect, omission or default on the part of the Contractor, his agents, subcontractors, and/or employees, the Contractor hereby agrees and covenants to appear and assume the defense thereof and to pay any and all costs, charges, attorney's fees and other expenses and any and all judgments that may be incurred or obtained against the County.

In the event the County is required to institute legal action and/or participate in legal action to enforce this indemnification and hold harmless clause, the Contractor agrees to pay the County's legal fees, costs and disbursements incurred in establishing the right to indemnification.

- 13. Social Security and Other Taxes:** Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income, other form of taxes, fee, licenses, excises, or payments required by any City, County, Federal or State legislation which are now or may, during the term of this Agreement, be enacted as to the Contractor and all persons employed by the Contractor as to all duties, activities, and requirements by the Contractor in performance of the work pursuant to this Agreement and shall assume exclusive liability therefore, and meet all requirements thereunder pursuant to any rules and regulations that are now and may be promulgated in connection therewith.
- 14. Proof of Insurance:** The Contractor shall maintain the following insurance coverage and shall provide the County with certificates of insurance, naming the County as additional insured on all the following policies:
- a. *General Liability:* Comprehensive general liability, premises, operations, contractual and personal injury coverage, for a minimum of \$1,000,000.
  - b. *Automobile Liability:* Comprehensive bodily injury and property damage combined limit of at least \$1,000,000.
  - c. *Automobile Collision:* Coverage adequate to replace vehicles.
  - d. *Law Enforcement Professional:* False arrest, assault and battery, unlawful search and seizure, and related law enforcement coverage, for a combined policy limit of at least \$1,000,000.

The Contractor's insurance shall be considered primary, and it shall waive all rights of subrogation. The County's insurance shall not be required to contribute in any way.

15. **Suspension/Termination:** The County reserves the right to terminate the Agreement at any time for substandard performance or non-compliance with the terms of this Agreement. If the Contractor fails to comply fully with the terms and conditions of this Agreement, the County may pursue such remedies as are legally available, including but not limited to, the suspension or termination of the Agreement in the manner specified herein.

- a. **Suspensions:** If either party is unable to substantiate full compliance with the provisions of this Agreement, or full cooperation in its performance, the non-breaching party may suspend the Agreement pending corrective acts or investigation, which suspension shall be effective upon seven (7) days written notification to the other party.
- b. **Termination – Just cause:** For just cause, this Agreement may be terminated by either party hereto upon thirty (30) days advance written notice to the other party unless circumstances warrant the immediate termination of the Agreement. Said written notice shall include a detailed statement of “just cause.”

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

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

The foregoing provisions shall also be binding upon any subcontractor, provided that the foregoing provision shall not apply to contracts or subcontractors for standard commercial supplies or raw materials, or to sole proprietorships without employees.

17. **Non-Discrimination in Client Services:** The Contractor shall not discriminate on the grounds of race, color, creed, religion, national origin, sex, age, marital status, Vietnam-era or disabled veteran status, or disability, or deny an individual or business any service or benefits under this Agreement, or subject an individual or business to segregation or separate treatment in any manner related to his/her/its receipt of any service or services or other benefits provided under this Agreement; or, deny an individual or business an opportunity to participate in any program provided by this Agreement.

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

19. **Modification:** No change or addition to this Agreement shall be valid or binding upon either party unless such change or addition is in writing, executed by both parties.

20. **Waiver:** Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto. The failure of the County to insist upon strict performance of any of the covenants and agreements of

this Agreement or to exercise any option herein conferred in any one or more instances shall not be construed to be a waiver or relinquishment of any such, or any other covenants or agreements, but the same shall be and remain in full force and effect

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

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

23. **E-Verify:** The E-Verify contractor program for Whatcom County applies to contracts of \$100,000 or more and sub contracts for \$25,000 or more if the primary contract is for \$100,000 or more. Contractor represents and warrants that it will, for at least the duration of this contract, register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work for Whatcom County. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor/Seller agrees to maintain records of such compliance and, upon request of the County, to provide a copy of each such verification to the County. Contractor/Seller further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Washington. Contractor/Seller understands and agrees that any breach of these warranties may subject Contractor/Seller to the following: (a) termination of this Agreement and ineligibility for any Whatcom County contract for up to three (3) years, with notice of such cancellation/termination being made public. In the event of such termination/cancellation, Contractor/Seller would also be liable for any additional costs incurred by the County due to contract cancellation or loss of license or permit." Contractor will review and enroll in the E-Verify program through this website: [www.uscis.gov](http://www.uscis.gov)

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



## **Exhibit A**

### **SERVICES**

**A-1. Description of Services:** The Contractor agrees to provide the following described services:

A1.1. *Operate Animal Shelter Facility:* The Contractor shall provide and operate such animal control shelter and care facilities as may be necessary to receive, maintain, care for and provide for the appropriate disposition of all animals that come within the legal animal control authority and responsibility of the County.

A1.2. *Conduct Animal-Related Investigations and Enforcement:* The Contractor shall provide all necessary investigation, enforcement, testimony, follow up and administrative services, including hearings, as may be required to fulfill the County's legal responsibility regarding animals, violations of law and animal control issues.

A1.3. *Conduct Animal Control Patrol and Impoundment:* The Contractor shall provide all necessary services associated with the control of strays, dangerous or unsupervised animals including receiving reports, responding to complaints, addressing animal-related issues, receiving and impounding animals and conducting such activities as may be reasonably necessary to ensure the effective control of animals that come under the legal authority and responsibility of the County.

A1.4. *Administer Animal Licensing Programs:* The Contractor shall provide for the administration and operation of all animal licensing programs necessary for the County to fulfill its legal licensing responsibility under state law or county ordinance.

**A-2. Legislation:** The Contractor shall provide continuing assistance and advice to the County on the updating and revision of its animal control code.

**A-3. Animal License Program:** The Contractor is solely responsible for administration of all licensing programs.

A3.1. *License Issuance:* The Contractor shall issue animal licenses as required by the Whatcom County Code, shall collect the required fees, and shall maintain a comprehensive set of records on all animal licenses issued by it. At the close of each month the Contractor shall submit a report to the County Executive of licenses issued. The report shall include a list of each license sold showing the name and address of the owner, any associated fees received by the Contractor and the description of the animal licensed. Similar information shall be submitted for all animals impounded.

A3.2. *Stray Animal Licenses:* Stray animals picked up in the County and sold or adopted to private individuals residing in the County shall not be released to their new owners until a valid County license is obtained.

A3.3. *Education:* Education programs for the general public to encourage the licensing of dogs shall be conducted at the discretion of the Contractor at no additional cost to the County.

A3.4. *Purchase Point:* The Contractor shall have an outlet where people may purchase required licenses for their animals.

**A-4. Animal Shelter Facility and Operations:**

A4.1. *Shelter Hours:* The shelter or a shelter representative shall be available for contact 24 hours a day, seven days a week on an emergency-response basis. The shelter must be open at least thirty (30) hours per week on a normal basis. Current hours the animal shelter facility is open to the public are Wednesday through Saturday from 10:00 noon to 6:00 p.m. and Sundays and Mondays from 11:00 a.m. through 5 p.m. The animal shelter is currently closed to the public on Tuesdays and major holidays. Animal care staff and animal control staff are available to respond to emergencies at the animal shelter facility 7 days a week, 365 days per year.

A4.2. *Telephones:* Telephones must be answered during regular business hours and there must be an emergency number or rotating contact whereby the shelter may be contacted 24 hours a day, seven days a week on an emergency-response basis.

**A4.3. Animal Shelter Facility:** The shelter shall have an adequate number of dog kennels and cat cages, isolation facilities for sick dogs and cats, quarantine facilities for biting, dangerous or injured animals which are not necessarily sick, and access to large animal housing. The animal shelter shall be maintained in a clean and sanitary condition and the Contractor will not permit any condition to exist which might constitute a public nuisance. The kennel shall comply with the standards set forth in the Humane Society's Uniform Standards Guidelines (HSUS) for the operation of the animal shelter. The Contractor shall provide a facility that has year round fenced and drained hard surface pads to be used as outdoor exercise yards for the animals. At a minimum there shall be two (2) exercise yards with minimum dimensions of 8 x 20 feet that comply with HSUS guidelines. The outside exercise areas are to be located within viewable distance of Contractor's employees to maintain security of the animals within. The facility site shall be in conformance with the local zoning regulations and shall comply with all federal, state and local regulations.

**A4.4. Acceptance and Care of Animals:** The best possible care and treatment shall be given to all animals held in custody. Adequate housing and food shall be provided and the shelter shall not be overpopulated. The Contractor shall be responsible for the care, medical treatment, medication and inoculation required to assure the humane treatment of the animals received into the Contractor's facility. Any injured animals coming in to the shelter must be seen by a veterinarian for treatment or decision regarding euthanasia within 24 hours of entry. The shelter shall accept unwanted small domestic pets (i.e., dogs and cats) from County residents, including strays and owner-released animals for humane euthanasia. The Contractor shall also accept pigs, goats, sheep, cattle, horses, ferrets, llamas, rabbits, hamsters, guinea pigs, snakes and domestic birds and other animals as circumstances require.

**A4.5. Adoption:** The Contractor shall be responsible for making every reasonable effort to prepare and present animals for adoption by the public and to facilitate the same. All animals released for adoption shall be vaccinated and either spayed or neutered. Spaying or neutering may be suspended depending on the health and age of the animal at the discretion of a licensed veterinarian associated with the Contractor.

**A4.6. Disposal of Unclaimed Animals:** The Contractor shall provide for the humane disposal of unclaimed animals after holding them for no fewer than 72 hours, unless sickness or injury requires earlier disposal. Under no circumstances shall unadopted animals be sold for purposes of medical research or other activities, which may harm them. The Contractor shall be responsible for maintaining animals beyond the minimum 72-hour period as may be required for the completion of any judicial process or to the extent required by law.

**A4.7. Euthanasia:** Humane euthanasia and disposal of unwanted animals must be by lethal injection of sodium pentobarbital or other approved method administered by a licensed veterinarian or by an agency which has obtained a Washington State and Federal Drug License and certification for staff to administer same.

**A4.8. Certification:** The Contractor assumes full responsibility for complying with all licensing, certification, or accreditation as required by law including regulation of facilities, programs, and euthanasia certification and licensing. All animal control and animal care managers and supervisors, and the executive director will be certified to assist with euthanasia under the direction of a veterinarian.

**A4.9 Volunteer Program:** The Contractor will actively promote a volunteer program to assist with the animals, supported through the shelter as described below. Any and all volunteer programs outlined herein, created during the term of the agreement, and/or affiliated with the Contractor must be in compliance with state employment laws, and subject to any and all special insurance requirements.

1. Volunteers must be at least 12 years of age to volunteer at the shelter.
2. Students between the ages of 12 and 16 must be accompanied by an adult.
3. All volunteers must attend a two hour volunteer orientation and complete animal handling classes before working directly with the shelter animals.
4. Volunteers are supervised and managed by the WHS Volunteer Coordinator.

**A-5. Enforcement and Field Operations:** The Contractor shall be fully responsible for taking animals into custody, transportation of animals, administration and enforcement of animal control regulations, investigation of animal control complaints, as well as imposing penalties in accordance with Whatcom County Code and the Revised Code of Washington. Full services are required in all of rural Whatcom County, including Point Roberts, Lummi Island, and Newhalem. Dog control zones are established in all of the unincorporated areas of Whatcom County except areas designed R-5, R-10 and AG.

A5.1. *Enforcement Hours:* The Contractor shall provide for a minimum/maximum range of field operation services each week to include patrol, enforcement, investigation of complaints and impoundment of animals, including Sheriff approved after-hours call-outs. The County recognizes that the amount of field operation hours may vary and, therefore, requires that the Contractor's animal control officers provide a minimum of 80 hours of field operation services per week and be capable and responsive to levels of activity, including Sheriff approved call-outs, that may require up to 120 hours per week, as need dictates. Within this inclusive range, the Contractor shall be responsible for all such services.

A5.2. *Emergency Response:* With regard to animal control enforcement, the Contractor shall be available twenty-four (24) hours a day, seven (7) days a week, on an emergency-response basis. Emergency response shall be for:

1. Vicious animals, animals running at large, or animals that may reasonably constitute a hazard to persons or other animals or threaten public safety.
2. Injured or very sick domestic animals.
3. Domestic animals in distress, such as those caught in traps.
4. Hardship cases or law enforcement (Sheriff) assistance matters.

Note: The Sheriff's shift sergeant or duty staff officer shall review and authorize any questioned after-hours call-out of Contractor's staff.

A5.3. *Complaints and Referrals:* The Contractor shall investigate and follow up on all animal control complaints referred to it by the public, appropriate officers, health services or other entities where the complaints constitute violations of Whatcom County Code Title 6.

A5.4. *Distressed Animals:* Animals in distress, including hardship cases such as owner arrest or house fires, must be taken to the shelter facilities. Vicious animals at large must be impounded. If distressed or vicious animals cannot be safely impounded, they may be destroyed.

A5.5. *Hazard Removal:* Dead domestic animals whose owners are unknown and which constitute traffic hazards on County roadways must be removed. In other instances where violations of the Code are observed, the animal shall be impounded.

A5.6. *Disposal of Dead Animals:* The Contractor shall pick up and dispose of small or large dead domestic animals from County roads within 24 hours of notification.

A5.7. *Vehicles and Equipment:* Contractor shall own and maintain the number and type of vehicles necessary to provide services as described. Contractor shall maintain appropriate insurance on all vehicles.

A5.8. *Court Appearances:* The Contractor's personnel may, on occasion, be required to appear in court in support of enforcement action. The Contractor shall not receive additional compensation under this Agreement for these appearances.

A5.9. *Quarantine Services:* The Contractor shall provide quarantine services within incorporated and unincorporated areas of Whatcom County in accordance with the procedures outlined in WCC 6.04.140 Control of Rabid or Potentially Rabid Animals, when requested by the Health Department or when an animal of a species which may transmit disease through its saliva, bites and breaks the skin of any person. Specifically, the Contractor shall:

1. Notify the Health Department of:
  - unusual behavior of a recently captured domestic animal;

- unusual behavior or death of a quarantined domestic animal; or
  - any non-domestic animal bite report if it is of a species which may transmit disease through its bite.
2. Notify caretakers of a quarantined animal of their duty to report unusual behavior or the death of a quarantined animal.
  3. Follow-up on the status of a quarantined animal at the end of the quarantine period.
  4. Obtain authorization from the Health Department prior to euthanizing any quarantined animal.
  5. Remove and transport the head of any potentially rabid animal only as directed by the Health Department.
  6. Assist in the capture and transport of potentially rabid bats upon request of the Health Department.

#### **A-6. Animal Control Officers:**

A6.1. *Authority:* The Contractor shall provide animal care and control services pursuant to Contractor's authority under state and county law on behalf of the County.

A6.2. *Qualifications and Training:* The Contractor assumes full responsibility for the selection, qualification, and training of its animal control officers. Contractor shall ensure all animal control officers are properly authorized pursuant to Washington State law to carry out their duties and responsibilities. Proof of current authorization for all animal control officers working for Contractor shall be provided to the County upon 1) issuance of statutorily-required authorization or 2) renewal of statutorily-required authorization, or 3) otherwise upon request of the County.

A6.3. *Patrol Strength:* The Contractor shall provide at least a minimum of eighty (80) hours and up to one hundred twenty (120) hours weekly of field service time to carry out its obligations under this Agreement and shall ensure that sufficient staff and vehicles are available Monday through Saturday between the hours of 9:00 a.m. and 5:00 p.m. or on an alternate schedule approved by the County Executive.

#### **A-7. Other:**

A7.1. From time to time, special assistance may be required to respond to unique circumstances and/or animal care needs. Normally, such special assistance or care shall be the responsibility of the Contractor. Excessive cases may be addressed to the Executive's Office for special consideration.

A7.2. The Contractor will make every reasonable effort to establish and maintain a positive working relationship with all organizations concerned with animal welfare in Whatcom County.

A7.3. The Contractor shall represent the County as its primary animal control service provider for the unincorporated areas of Whatcom County. As such, the Contractor will be expected to provide excellent customer service and public relations. The Contractor shall not be expected to operate beyond the scope of this Agreement in the County's interest unless specifically requested to do so by an appropriate representative of the County. The County will not agree to any expense beyond the terms of this Agreement without preauthorization by an official of the County empowered to so bind the County.

A7.4. The Contractor under this Agreement is acting in a law enforcement capacity. As such, animal control officers may be called as government witnesses in criminal prosecutions. Contractor is thus responsible to provide Brady evidence pursuant to the Whatcom County Prosecuting Attorney Office's *Brady Policy and Protocol, Exhibit F*.

#### **A-8. Activities Not Covered:** The Contractor shall not be responsible under the terms of this agreement for the following items:

A8.1. Receiving wild, non-domestic animals into the shelter facility or care of the Contractor.

A8.2. Responding to complaints or incidents involving wild animals, except where it is in the interest of public safety. Contractor will stand by to assist a state agency, law enforcement agency or any wild life animal rescue group when the presence of a wild animal, dead or alive, is on a public roadway or within the right-of-way. Contractor will attempt to move the animal from the right of way traffic lanes.

A8.3. Rehabilitating and restoring to health animals that have been injured, neglected or abused that is not required by state law or county ordinance.

A8.4. Responding to non-emergent calls or complaints that have not been reviewed and approved for after-hours call-out by the Sheriff's office.

A8.5. Providing other services or activities that are not reasonably related to the contracted services or the intent of this Agreement, and that create an undue finance burden on the Contractor.



**EXHIBIT "B"**  
**(COMPENSATION)**

As consideration for the services provided pursuant to Exhibit A. Scope of work, the county agrees to compensate the contractor \$33,177.50 per month consistent with exhibit C. Program Budget. Contractor will provide quarterly activity reports and upon request provide source documents such as payroll summaries identifying employee, hours worked and amount of compensation. Compensation shall not exceed a total of \$398,130.

Any work performed prior to the effective date of this contract or continuing after the completion date of the same unless otherwise agreed upon in writing, will be at the contractor's expense.

**B-1. Animal Control & License Fees:**

B1.1. The following animal control and license fees are authorized in the Whatcom County Unified Fee Schedule, effective January 1, 2019, through Budget Ordinance # 2018-076:

Description	Fee	Comments
Board/Care - Domestic Animals	\$15	Per Day
Board/Care - Large Livestock	\$40	Per Day after 24 hours
Board/Care - Small Livestock	\$40	Per Day after 24 hours
Boarding Fee/Special Requirements	\$40	Per Day
Call Out Fee (Livestock at Large)	\$50	
Impoundment - Cats and other small animals 1st - Altered and wearing ID	\$25	Per Imp/12 mo period
Impoundment - Cats and other small animals 2nd - Altered and wearing ID	\$45	Per Imp/12 mo period
Impoundment - Cats and other small animals 3rd - Altered and wearing ID	\$65	Per Imp/12 mo period
Impoundment - Cats and other small animals 4th + - Altered and wearing ID	\$100	Per Imp/12 mo period
Impoundment - Cats and other small animals 1st - Altered and w/o ID	\$45	Per Imp/12 mo period
Impoundment - Cats and other small animals 2nd - Altered and w/o ID	\$65	Per Imp/12 mo period
Impoundment - Cats and other small animals 3rd - Altered and w/o ID	\$85	Per Imp/12 mo period
Impoundment - Cats and other small animals 4th + - Altered and w/o ID	\$120	Per Imp/12 mo period
Impoundment - Cats and other small animals 1st - Unaltered and wearing ID	\$45	Per Imp/12 mo period
Impoundment - Cats and other small animals 2nd - Unaltered and wearing ID	\$65	Per Imp/12 mo period
Impoundment - Cats and other small animals 3rd - Unaltered and wearing ID	\$85	Per Imp/12 mo period
Impoundment - Cats and other small animals 4th + - Unaltered and wearing ID	\$120	Per Imp/12 mo period
Impoundment - Cats and other small animals 1st - Unaltered and w/o ID	\$65	Per Imp/12 mo period
Impoundment - Cats and other small animals 2nd - Unaltered and w/o ID	\$85	Per Imp/12 mo period
Impoundment - Cats and other small animals 3rd - Unaltered and w/o ID	\$105	Per Imp/12 mo period
Impoundment - Cats and other small animals 4th + - Unaltered and w/o ID	\$140	Per Imp/12 mo period
Impoundment - Dogs 1st - Altered and wearing current license	\$40	Per Imp/12 mo period
Impoundment - Dogs 2nd - Altered and wearing current license	\$60	Per Imp/12 mo period
Impoundment - Dogs 3rd - Altered and wearing current license	\$80	Per Imp/12 mo period
Impoundment - Dogs 4th + - Altered and wearing current license	\$150	Per Imp/12 mo period
Impoundment - Dogs 1st - Altered and unlicensed or not wearing license	\$60	Per Imp/12 mo period
Impoundment - Dogs 2nd - Altered and unlicensed or not wearing license	\$80	Per Imp/12 mo period
Impoundment - Dogs 3rd - Altered and unlicensed or not wearing license	\$100	Per Imp/12 mo period
Impoundment - Dogs 4th + - Altered and unlicensed or not wearing license	\$170	Per Imp/12 mo period
Impoundment - Dogs 1st - Unaltered and wearing current license	\$60	Per Imp/12 mo period
Impoundment - Dogs 2nd - Unaltered and wearing current license	\$80	Per Imp/12 mo period
Impoundment - Dogs 3rd - Unaltered and wearing current license	\$100	Per Imp/12 mo period
Impoundment - Dogs 4th + - Unaltered and wearing current license	\$170	Per Imp/12 mo period
Impoundment - Dogs 1st - Unaltered and unlicensed or not wearing license	\$80	Per Imp/12 mo period
Impoundment - Dogs 2nd - Unaltered and unlicensed or not wearing license	\$100	Per Imp/12 mo period
Impoundment - Dogs 3rd - Unaltered and unlicensed or not wearing license	\$120	Per Imp/12 mo period
Impoundment - Dogs 4th + - Unaltered and unlicensed or not wearing license	\$190	Per Imp/12 mo period
Impoundment - Large Livestock 1st	\$75	Per Imp/12 mo period
Impoundment - Large Livestock 2nd	\$100	Per Imp/12 mo period

Impoundment - Large Livestock 3rd	\$125	Per Imp/12 mo period
Impoundment - Large Livestock 4th +	\$200	Per Imp/12 mo period
Impoundment - Small Livestock 1st	\$60	Per Imp/12 mo period
Impoundment - Small Livestock 2nd	\$80	Per Imp/12 mo period
Impoundment - Small Livestock 3rd	\$100	Per Imp/12 mo period
Impoundment - Small Livestock 4th +	\$150	Per Imp/12 mo period
License Fee - Wild or Exotic Animal - Initial License	\$500	
License Fee - Wild or Exotic Animal - Annual Renewal	\$100	
License Fee - Altered Dog	\$11	
License Fee - Unaltered Dog	\$41	
License Fee - Past Due - Additional	\$10	Added to License Fee
Multi-Dog License	\$65	
Owner Release Fee	\$50	
Owner Release Fee - Additional for Litter w/Mother	\$10	
Pickup/Disposition Fee	\$55	
Pickup/Disposition Fee - Each Additional Animal and/or Litter w/Mother	\$25	Same trip
Registration Fee - Potentially Dangerous Dog	\$100	
Registration Fee - Dangerous Dog	\$150	
Veterinarian Fees and Medications during Boarding/Impoundment if required	Cost	Actual Costs Charged

B1.2. Accounting requirements imposed by the State of Washington require that all fees included in the Unified Fee Schedule be appropriately accounted for. To comply with this requirement the Contractor will be required to submit a monthly report detailing all fees collected. This report will be delivered to the County Executive.

B1.3. Contractor's Fees: The Contractor shall report the amount of fees collected on the quarterly report submitted to the County. The Contractor shall be solely responsible for the collection of the following fees as approved through the County Unified Fee Schedule:

1. License fees.
2. Spay/neuter clinic revenue paid to the Contractor/veterinarian.
3. Purchase charges related to the adoption of animals.
4. Vaccination clinic revenue paid to the Contractor/veterinarian.
5. Other similar or like fees as approved by the County.

B1.4. The County shall assist the Contractor in recovering exceptional costs from owners or other responsible parties, for the care of animals taken into custody or maintained by the Contractor, on behalf of the County. The appropriateness and the extent of action taken or to be taken by the County shall be determined by and at the sole discretion of the County.

**B-2. Consideration:** As consideration for the services provided the County agrees to reimburse the Contractor as follows:

B2.1. Unless specifically approved by County Council as a part of animal control and license fees, the Contractor shall be responsible for the administration of any and all animal licensing programs. All animal control and license fees, listed in Section B1.1 will be collected and retained by the Contractor as outlined in B1.3 and reported to the County as outlined in B1.2.

B2.2. The Contractor shall not receive any additional compensation for after-hours call-outs. Necessity for questioned after-hours call-outs shall be determined and authorized by the Sheriff's sergeant, shift supervisor, or duty staff officer.

B2.3. All payments under this Agreement are considered reimbursement for services rendered. Request for each monthly payment shall be by invoice showing what services were rendered so as to comply with auditing requirements. The County agrees to make payment for services provided promptly in accordance with the County's customary procedures.

**EXHIBIT "C"**  
Program Budget

WHATCOM HUMANE SOCIETY  
Budget Narrative

**Budget**  
**5/1/2019 – 4/30/2019**

Wages-Shelter Services	168,267.19
Wages-Animal Control & Licensing	179,376.48
Wages-Administration	57,738.85
Subtotal-Wages	<hr/> 399,382.52
Animal Food	5,550.00
Disposal-Dead Animals	4,000.00
Insurance	
Insurance-Animal Control & Licensing	18,346.
Postage	2,500.00
Professional Services-Shelter Services	8,625.00
Professional Services-Animal Ctrl & Lic	200.00
Professional Services-Administration	5,250.00
Radio/Pager-Animal Control	1,500.00
Supplies-Medical	18,000.00
Supplies-Shelter Services	15,000.00
Supplies-Animal Control & Licensing	1,000.00
Telephone-Animal Control	2,700.00
Uniforms	500.00
Utilities	7,000.00
Vehicle fuel and maintenance	15,000.00
Subtotal-Expenses	<hr/> 106,121
Total	505,503.52
<b>Income (Contractor collects and retains fees)</b>	
License	27,000
License Late Fee	1,750.00
Impound	20,000
Board	4,800.00
Owner Release	4473.52
Dog Adoptions	20,800.00
Cat Adoptions	23,000.00
Microchip	2,500.00
Other Animal Adoption	2,600.00
Trap Rental	450.00
<b>Total</b>	<hr/> 107,373.52
<b>TOTAL</b>	398,130

**Exhibit D**  
**Whatcom County Contractor's E-Verify Declaration Form**

**I. CONTRACTOR INFORMATION**

Contractor Name:	Whatcom Humane Society	Phone:	360-733-2080
Contact Person:	Laura Clark	Fax:	360-733-4746
Address:	2172 DIVISION STREET Bellingham, WA 98226		

**II. E-VERIFY ENROLLMENT** (check box and submit copy of MOU for verification)

Contractors with funded contracts of \$100,000 or more must be enrolled in E-Verify system. Work related subcontract is \$25,000 or higher. [www.uscis.gov/e-verify](http://www.uscis.gov/e-verify)

☒ Contractor is enrolled in E-Verify; copy of the signed E-Verify Memorandum of Understanding is attached.

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Signature 

Name LAURA A. CLARK

Date 12/8/2016

Title EXECUTIVE DIRECTOR



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/9/2019

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

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

<b>PRODUCER</b> Hub International Northwest LLC 110 Unity St. Bellingham WA 98225	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> 360-647-9000 <b>FAX (A/C, No):</b> 360-734-8496 <b>E-MAIL ADDRESS:</b> now.bellinghaminfo@hubinternational.com														
<b>INSURED</b> Whatcom Humane Society 2172 Division Street Bellingham WA 98226	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : Indian Harbor Insurance Company</td> <td>36940</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Indian Harbor Insurance Company	36940	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

**COVERAGES****CERTIFICATE NUMBER:** 2097730987**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Police Professional Liability	Y		PPL0952059	1/15/2019	1/15/2020	Per Occurrence 1,000,000 Aggregate 1,000,000 Retention 25,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Per policy forms and conditions: Additional Insured form #PGU 1001 04 17.

**CERTIFICATE HOLDER****CANCELLATION**

Whatcom County 311 Grand Ave Ste 108 Bellingham WA 98225	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p><b>AUTHORIZED REPRESENTATIVE</b>  </p>
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**WHATCOM COUNTY PROSECUTING ATTORNEY**

**ERIC J. RICHEY**

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



*Brady* Policies and Protocols

Adopted April, 9 2019

A stylized, handwritten signature of Eric J. Richey, consisting of a large, loopy 'E' and 'R' followed by a horizontal line.

Eric J. Richey WSBA# 22860

## **I. Overview**

In *Brady v. Maryland*, the United States Supreme Court held that "the suppression by the prosecution of evidence favorable to an accused violates due process where the evidence is material either to guilt or to punishment, irrespective of the good faith or bad faith of the prosecution." *Strickler v. Green*, 527 U.S. 263 (1999); *Kyles v. Whitley*, 514 U.S. 419 (1995); *Brady*, 373 U.S. 83, 87 (1963). It is the policy of the Whatcom County Prosecutor's Office to strictly adhere to our *Brady* obligations, while remaining mindful of the statutory and privacy rights of peace officers involved.

It is the policy of this office to resolve questions related to *Brady* in favor of disclosure, and this protocol does not change that policy or our interpretation of our obligations under CrR 4.7. This protocol focuses on how this office will handle and retain *Brady* material regarding witnesses who, due to their profession, are likely to testify in future cases. This will most often occur with police officers or other recurring government witnesses, such as employees of the crime lab or other experts who routinely testify for the State.

Allegations of misconduct by recurring government witnesses may come to our attention in a number of ways. For example, cases are sometimes submitted to the Prosecuting Attorney in which the recurring government witness is a suspect in a crime. Or, a deputy prosecuting attorney may develop concerns about whether certain conduct -- observed, reported or documented by others -- falls within the purview of *Brady*. At other times, a court may enter a factual finding, or rule on a request to disclose disciplinary information, that implicates *Brady*.

This written protocol is designed to achieve this goal, and to foster clarity and uniformity in the way *Brady* issues regarding recurring government witnesses are resolved. All Whatcom County deputy prosecuting attorneys are required to know and follow this protocol and all relevant law concerning *Brady* obligations. Internal training events will be held in addition to the regular trainings provided by the Washington Association of Prosecuting Attorneys.

This area of law is dynamic, so this protocol may be refined as further guidance is received from courts or the legislature, or as justice may require.

## **II. Basics of *Brady***

The United States Supreme Court's decision in *Brady v. Maryland* requires the prosecution to disclose to the defense any evidence that is "favorable to the accused" and "material" on the issue of guilt or punishment. *Brady*, 373 U.S. at 87. Failure to disclose violates the defendant's right to due process. *Id.* 86-87. The prosecutor's duty to disclose applies even if the defense has not requested that piece of information. Information known to law enforcement is deemed to be information within the prosecutor's knowledge, even if it is unknown to the prosecutor.

## **VII. The *Brady* List**

A secure electronic database shall be maintained by the Panel with copies of all *Brady* material. Hard copies of any *Brady* material will be kept in a secure location. Access to the *Brady* materials will be limited to the members of the *Brady* panel and their support staff. The *Brady* materials will be considered to be attorney work product and will, in general, be considered to be exempt from disclosure under the Public Records Act (PRA), chapter 42. RCW. However, nothing in this policy shall affect the rights provided for by the PRA.

The *Brady* panel will conduct an audit of the *Brady* list immediately upon its formation. Witnesses on the *Brady* list will be classified as having either potential impeachment evidence (*Brady* material), or criminal convictions that do not encompass a crime of dishonesty or false statement. The only other information provided on the *Brady* list will be the name of the witness, the employing agency, and the date they were added to the list.

Ten years after a witness is added to the *Brady* list, and every five years thereafter, the *Brady* Panel will conduct a review of the witness's placement on the *Brady* list. The purpose of the review will be the consideration of whether the witness still satisfies the potential impeachment disclosure standard, by a preponderance of the evidence, presented upon review. The review will include, but not be limited to: a review of the initial materials that resulted in placement on the *Brady* list, any substantiated or unsubstantiated reports that would constitute *Brady* material occurring after placement on the *Brady* list, instances of impeachment with *Brady* information that occurred after placement on the *Brady* list, any ascertainable impact that impeachment had on factfinders after placement on the *Brady* list, and the potential vacation/expungement of criminal convictions. If the panel is satisfied that the witness no longer meets the standard for potential impeachment disclosure, by a preponderance of the evidence, the witness may be removed from the *Brady* list, or the *Brady* Panel may reserve the right to keep or remove the officer from the list as necessary to comply with our *Brady* obligations.

## **VIII. Procedures To Follow When A Deputy Prosecuting Attorney Discovers That A Potential Trial Witness Is On The *Brady* List**

In all cases, and as early as is practical in the course of discovery, DPAs should cross reference the potential witnesses that might be called in their cases with the *Brady* List. When a DPA becomes aware that a subpoenaed witness is on the *Brady* list, the DPA should request more detail from the Panel about the nature of the *Brady* material. If the Chief Criminal Deputy and the DPA determine that the potential *Brady* material is not discoverable, due to the specific facts of the case and the witness's anticipated testimony, the DPA shall notify the *Brady* Panel.

In all other instances, the DPA should discuss with the Chief Criminal Deputy whether the material should be disclosed directly to the defense attorney, or if it should be submitted to the court for an in camera review. The DPA should also discuss with the Chief Criminal Deputy the need for a protective order. The DPA shall notify the *Brady* Panel if (1) they receive any new

information about the *Brady* material and/or (2) if a judge in their case makes a ruling regarding the admissibility of the *Brady* material.

#### **IX. When Potential *Brady* Material Is Discovered During Trial Or Under Time Constraints**

The DPA should talk to the Chief Criminal Deputy to determine an appropriate action. When time permits, the formal procedure should be utilized.

#### **X. When A Deputy Prosecuting Attorney Learns About A Pending Investigation Of A Recurring Government Witness.**

When a DPA is advised that an investigation is pending concerning a recurring government witness, the DPA shall notify the Chief Criminal Deputy immediately. The Chief Criminal Deputy will then notify the *Brady* Panel. That witness will then be added to a “pending review” list to be monitored regularly for sustained findings of misconduct related to dishonesty or falsehood. On pending cases involving the recurring government witness, the DPA shall notify defense counsel of the existence of the open investigation and direct further inquiry to the investigating agency. If the allegations are sustained and they involve misconduct related to dishonesty or falsehood, the investigating agency shall notify the *Brady* Panel pursuant to section IV of this protocol. The witness will then be added to the “*Brady* List.” If the allegations are determined to be unfounded, the witness will be removed from the “pending review” status.

“Exculpatory evidence” is evidence favorable to the defendant and likely to change the result on an issue of a defendant’s guilt or his or her eventual punishment if convicted. “Favorable evidence” includes not only exculpatory evidence but also evidence that may impeach the credibility of a government witness, whether that witness is a law enforcement officer or a civilian. *Strickler v. Greene*, 527 U.S. at 281-82. “Impeachment evidence” is defined by Evidence Rules 607, 608, and 609. It generally includes any evidence that can be used to impeach the credibility of a witness.

*Brady* evidence regarding recurring government witnesses usually falls into one of several general categories: misconduct involving dishonesty; evidence tending to show a bias or some motive to lie; and -- for expert witnesses -- a pattern of confirmed performance errors that could compromise the expert's conclusions.

The prosecution does not have an obligation to disclose preliminary, challenged or speculative information. *United States v. Agurs*, 427 U.S. 97, 109 n.16 (1976). Nevertheless, the United States Supreme Court has stated that “the prudent prosecutor will resolve doubtful questions in favor of disclosure.” *Id.* at 108. See also *United States v. Acosta*, 357 F.Supp.2d 1228, 1233 (2005) (recognizing that because it is extremely difficult, if not impossible, to discern before trial what evidence will be deemed “material” after trial, the government should resolve doubts in favor of full disclosure). Thus, we should err on the side of disclosing evidence that might be exculpatory, or that could serve as impeachment evidence, as early in discovery as is possible.

Information that is disclosed is not necessarily admissible; these issues must be kept separate. See *State v. Gregory*, 158 Wn.2d 759, 797 (2006). Thus, there will be many times when we disclose *Brady* material, but argue strenuously against its admissibility. The mere fact that a recurring government witness has been added to the *Brady* list is not necessarily a comment by this office on: the admissibility of evidence, that individual's future viability as a witness, on his or her reputation, or on the person's ability to serve in his or her current capacity.

### **III. Whatcom County Prosecutor’s *Brady* Panel Composition**

A *Brady* Panel will be established to implement this protocol. The Panel will be comprised of four Senior Deputy Prosecuting Attorneys and led by the Whatcom County Prosecutor or his designee. A quorum shall consist of three or more members; a majority vote of those present shall determine a given issue. The Panel will keep a record of all the decisions made in the review proceedings described in section VI.

### **IV. Information Submitted To Us By Law Enforcement And Government Agencies**

Law enforcement agencies will be asked to provide the *Brady* Panel with information on sustained findings of misconduct involving officer dishonesty. This includes any sustained findings of false verbal or written statements. The *Brady* Panel will also request all criminal convictions pursuant to CrR 4.7 and *Brady*. The *Brady* Panel will also request any sustained findings for biased policing, racial profiling, malicious harassment, or any other misconduct that



suggests bias against a class of people (e.g. race, ethnicity, age, sexual orientation, gender, disability, economic status, or other personal characteristic).

Officers with sustained findings of misconduct involving dishonesty, bias, or criminal convictions pursuant to ER 609, will be added to the *Brady* list without additional review by the *Brady* Panel. If new evidence comes to light or if the finding of misconduct is later dismissed, the *Brady* Panel should be informed so it can decide whether the officer should be removed from the *Brady* list or if other modifications need to be made. In general, negotiated resolutions in lieu of discipline will not result in an officer being removed from the list. In general, dismissals of an allegation obtained through recognized due process procedures will result in the officer being removed from the list. In both scenarios, we reserve the right to keep or remove the officer from the list as necessary to comply with our *Brady* obligations.

Government agencies, such as crime labs, will also be asked to provide the *Brady* Panel with information on sustained findings of dishonesty, bias, and criminal convictions pursuant to CrR 4.7. In addition, government agencies will be asked to provide the *Brady* Panel with information on a confirmed performance error that compromises the expert's final conclusions. As with officers, State expert witnesses with sustained findings of misconduct involving dishonesty, bias, criminal convictions pursuant to ER 609, or confirmed performance errors that compromise the expert's conclusions, will be added to the *Brady* list without additional review by the *Brady* Panel. If new evidence comes to light or the finding is overturned, the *Brady* Panel should be informed so it can decide whether the employee should be removed from the *Brady* list.

The *Brady* Panel conclusions will be limited to whether the recurring government witness will be added to the *Brady* list. The Panel will not give advisory opinions.

#### **V. Deputy Prosecuting Attorney Responsibilities**

1. If a DPA or any staff member becomes aware of potential *Brady* material regarding a recurring government witness, the deputy or staff member shall inform the Chief Criminal Deputy.
2. If the Chief Criminal Deputy believes that the information could constitute *Brady* material, he or she will direct the DPA to prepare a memorandum summarizing the material. The memo should focus only on facts and avoid conclusions or speculation.
3. The Chief Criminal Deputy shall present the memorandum and all related material/evidence to the *Brady* Panel.

#### **VI. *Brady* Panel Review Procedure**

1. When the Panel receives a notification form from the Chief Criminal Deputy, it will make an initial determination by asking the following question:

If proven true, does the allegation constitute *Brady* material?

- a. If the answer is no, the inquiry is finished.
- b. If the answer is yes, the formal review will continue.

2. The Panel may conduct any additional investigation it deems necessary. The Panel will review the memorandum, related materials, and any additional evidence it obtains, to answer the following question:

Is the Panel convinced by a preponderance of the evidence that the allegation is true?

- a. If the answer is no, the inquiry is finished.
- b. If the answer is yes, the government witness and the relevant agency will be notified per section 3.

3. The Panel will notify the relevant agency that potential *Brady* material has been found. It will be left to the discretion of the relevant agency to notify the witness.

- a. The witness and the relevant agency will be allowed to submit a response, with additional evidence they would like the Panel to consider, in writing within 30 days from the date of notification.

\* Witnesses should be aware that if a trial date is pending, the Panel may decide that it is necessary to disclose the material in its possession before a response has been submitted.

- b. If no response is received within 30 days, the government witness shall be added to the *Brady* list and notification should be sent to the witness and the relevant agency.

4. If a response is received, the Panel will review the additional evidence and again ask the following question:

Is the Panel convinced by a preponderance of the evidence that the allegation is true?

- a. If the answer is no, the inquiry is finished. The relevant agency will be informed of the decision.

If new evidence comes to light after the time period provided for a response under section 3(a) has expired, the witness may send that evidence to the Panel and ask it to reconsider its decision. Additionally, the Panel may reconsider a witness's placement on the *Brady* list based upon court rulings that help define or clarify the issue. The Panel may modify this procedure when necessary.



# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2019-230

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<b>File ID:</b>	AB2019-230	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	04/10/2019	<b>Entered by:</b>	SWinger@co.whatcom.wa.us		
<b>Department:</b>	Finance Division	<b>File Type:</b>	Bid Award		

**First Assigned to:** Council Finance and Administrative Services Committee

<b>Agenda Date:</b>	04/23/2019	<b>Next Mtg. Date:</b>		<b>Hearing Date:</b>	
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Primary Contact Email: [swinger@co.whatcom.wa.us](mailto:swinger@co.whatcom.wa.us)

### TITLE FOR AGENDA ITEM:

Request approval for the County Executive to award Bid #19-15 Rental Rates for Maintenance and Construction Equipment Without Operator to all bidders

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Per WCC 3.08.100(A), Administrative Services Finance requests approval for the County Executive to award Bid #19-15 Rental Rates for Maintenance and Construction Equipment Without Operator to all bidders. The award for each vendor will not exceed \$100,000.00. The intent of this bid is to obtain firm pricing on rental equipment that may be needed by Public Works or any other department for regular projects or emergencies

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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:** Approval Request Rental Rates

**Final Action:**  
**Enactment Date:**  
**Enactment #:**

**WHATCOM COUNTY  
ADMINISTRATIVE SERVICES**

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

**DATE:** April 10, 2019  
**TO:** Jack Louws, County Executive  
**FROM:** Brad Bennett, Administrative Services Finance Manager  
**SUBJECT:** Award of Bid #19-15, Rental of Equipment Without Operator

• **BACKGROUND**

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

Public Works and other departments will select equipment for rent from the list. The selection will be based on equipment availability and suitability, with preference to the low bidder. The following companies submitted bids on Tuesday March 12, 2019. A list of available equipment and labor rates is attached.

- SE Rents LLC
- United Rentals
- PacWest Machinery
- NW Heavy Equipment Repair
- Birch Equipment

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

I concur with the recommendation.

  
\_\_\_\_\_  
AS Finance Manager

Approved as Recommended:

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

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

Whatcom County Bid #19-15  
Rental Rates for Equipment Without Operator

Group 1 - Gravel Dump Trucks							
10-Yard 3-Axle Dump Truck							
Bidder Information		Description	Units	Hourly	Daily	Wkly	Mnthly
United Rentals		No Auto-tarp			\$ 636.32	\$ 1,546.21	\$ 3,981.66
Phone	360-647-7800						
Location	Bellingham						
Mobilization	\$125 per hour						
12-Yard 4-Axle Dump Truck							
No Bid							
18-Yard 5-Axle Dump Truck & Pony Trailer							
No Bid							
22-Yard 7-Axle Dump Truck & Pony Trailer							
No Bid							
End Dump Tubs (greater than 15 yards)							
No Bid							

Group 2 - Rock Dump Trucks						
10-Yard 3-Axle Dump Truck						
No Bid						
12-Yard 4-Axle Dump Truck						
No Bid						
End Dump Tubs (greater than 15 yards)						
No Bid						



Whatcom County Bid #19-15  
Rental Rates for Equipment Without Operator

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

Whatcom County Bid #19-15  
Rental Rates for Equipment Without Operator

Group 5 - Semi-Bottom Dump Truck							
18-yard Belly Dump 2-Axle Trailer							
No Bid							
20-yard Belly Dump 3-Axle Trailer							
No Bid							
Group 6 - Off-Road Dump Truck							
No Bid							
Group 7 - Front End Loader							
1-cubic yard							
Bidder Information		Description	Units	Hourly	Daily	Wkly	Mnthly
NW Heavy Equipment Repair			1		\$ 260.00	\$ 1,040.00	\$ 3,120.00
Phone	360-676-9331						
Location	Bellingham						
Mobilization	\$75 per hour						
1.5-cubic yard							
Bidder Information		Description	Units	Hourly	Daily	Wkly	Mnthly
SE Rents LLC		Kubota R630	1	\$ 30.00	\$ 250.00	\$ 1,040.00	\$ 3,120.00
Phone	360-354-4071						
Location	Lynden						
Mobilization	\$85 per hour						

Whatcom County Bid #19-15  
Rental Rates for Equipment Without Operator

Group 7 - Front End Loader (continued)							
2-cubic yard							
Bidder Information		Description	Units	Hourly	Daily	Wkly	Mnthly
PacWest Machinery, LLC			2			\$ 1,530.00	\$ 4,590.00
Phone	206-762-5933						
Location	Kent						
Mobilization	\$155 per hour						
United Rentals			2		\$ 585.96	\$ 1,679.43	\$ 4,545.29
Phone	360-647-7800						
Location	Bellingham						
Mobilization	\$125 per hour						
3-cubic yard							
Bidder Information		Description	Units	Hourly	Daily	Wkly	Mnthly
Birch Equipment Rental & Sales					\$ 475.00	\$ 1,475.00	\$ 4,425.00
Phone	360-734-5717						
Location	Bellingham						
Mobilization	\$150 per hour						
NW Heavy Equipment Repair			1		\$ 360.00	\$ 1,440.00	\$ 4,320.00
Phone	360-676-9331						
Location	Bellingham						
Mobilization	\$110 per hour						
PacWest Machinery, LLC			4			\$ 1,672.00	\$ 5,015.00
Phone	206-762-5933						
Location	Kent						
Mobilization	\$155 per hour						
United Rentals			10		\$ 724.11	\$ 1,853.09	\$ 4,870.34
Phone	360-647-7800						
Location	Bellingham						
Mobilization	\$125 per hour						

Whatcom County Bid #19-15  
Rental Rates for Equipment Without Operator

Group 7 - Front End Loader (continued)							
3.5-cubic yard							
Bidder Information		Description	Units	Hourly	Daily	Wkly	Mnthly
PacWest Machinery, LLC			4			\$ 1,870.00	\$ 5,610.00
Phone	206-762-5933						
Location	Kent						
Mobilization	\$155 per hour						
4-cubic yard							
Bidder Information		Description	Units	Hourly	Daily	Wkly	Mnthly
PacWest Machinery, LLC			3			\$ 2,352.00	\$ 7,055.00
Phone	206-762-5933						
Location	Kent						
Mobilization	\$155 per hour						
United Rentals			1		\$ 1,084.59	\$ 2,708.37	\$ 6,404.51
Phone	360-647-7800						
Location	Bellingham						
Mobilization	\$125 per hour						
5-cubic yard							
Bidder Information		Description	Units	Hourly	Daily	Wkly	Mnthly
PacWest Machinery, LLC			3			\$ 2,635	\$ 7,905.00
Phone	206-762-5933						
Location	Kent						
Mobilization	\$155 per hour						
United Rentals			1		\$ 1,333.27	\$ 3,327.44	\$ 8,309.99
Phone	360-647-7800						
Location	Bellingham						
Mobilization	\$125 per hour						

Whatcom County Bid #19-15  
Rental Rates for Equipment Without Operator

Group 8 - Road Grader							
Bidder Information	Description	Size	Units	Hourly	Daily	Wkly	Mnthly
<b>PacWest Machinery, LLC</b>	<i>Mauldin M413</i>	3.4 cy	2			\$ 1,958.00	\$ 5,875.00
Phone 206-762-5933							
Location Kent							
Mobilization \$155 per hour							

Group 9 - Dozer								
D-3 Dozer								
Bidder Information		Description	Rippers	Units	Hourly	Daily	Wkly	Mnthly
Birch Equipment Rental & Sales		John Deere 450; 17,000 lb	No	N/A		\$ 325.00	\$ 990.00	\$ 2,990.00
Phone	360-734-5717							
Location	Bellingham							
Mobilization	\$150 per hour							
NW Heavy Equipment Repair		CAT D3GXL; 16,250 lb	No	1		\$ 260.00	\$ 1,000.00	\$ 3,000.00
Phone	360-676-9331	JD450J LT; 16,450 lb	Yes	1		\$ 260.00	\$ 1,000.00	\$ 3,000.00
Location	Bellingham							
Mobilization	\$110 per hour							
United Rentals		John Deere 450	No	5		\$ 511.13	\$ 1,339.36	\$ 3,304.43
Phone	360-647-7800							
Location	Bellingham							
Mobilization	\$125 per hour							
D-5 Dozer								
Bidder Information		Description	Rippers	Units	Hourly	Daily	Wkly	Mnthly
NW Heavy Equipment Repair		CAT D5GLGP; 20,360 lb	No	1		\$ 375.00	\$ 1,500.00	\$ 4,500.00
Phone	360-676-9331	JD650J LT; 20,500 lb	Yes	1		\$ 328.00	\$ 1,280.00	\$ 3,600.00
Location	Bellingham							
Mobilization	\$110 per hour							



Whatcom County Bid #19-15  
Rental Rates for Equipment Without Operator

Group 9 - Dozer (continued)								
D-6 Dozer								
Bidder Information		Description	Rippers	Units	Hourly	Daily	Wkly	Mnthly
Birch Equipment Rental & Sales		John Deere 650; 18,400 lb	Yes	N/A		\$ 495.00	\$ 1,495.00	\$ 4,490.00
Phone	360-734-5717							
Location	Bellingham							
Mobilization	\$150 per hour							
United Rentals		John Deere 650	Yes	3		\$ 876.00	\$ 2,484.00	\$ 7,702.00
Phone	360-647-7800							
Location	Bellingham							
Mobilization	\$125 per hour							
D-7 Dozer								
No Bid								
D-8 Dozer								
No Bid								

Whatcom County Bid #19-15  
Rental Rates for Equipment Without Operator

Group 10, 11, 12, 13 - Excavator											
Bidder Information	Group #	Description	Unit Weight	Bucket Size	Lift Capacity	Thumb	Units	Hourly	Daily	Wkly	Mnthly
<b>Birch Equipment Rental &amp; Sales</b> <b>Phone</b> 360-734-5717 <b>Location</b> Bellingham <b>Mobilization</b> \$150 per hour	10	JD 17	4,100	9, 12, 16		Yes	N/A		\$ 195.00	\$ 670.00	\$ 1,750.00
		JD 35	7,800	12, 24, 42 clean		Yes	N/A		\$ 275.00	\$ 890.00	\$ 2,520.00
		JD 50	10,800	12, 24, 48 clean		Yes	N/A		\$ 350.00	\$ 1,290.00	\$ 3,290.00
		JD 85	19,250	24 tooth, 48 clean		Yes	N/A		\$ 400.00	\$ 1,380.00	\$ 4,190.00
		JD 135	32,000	36 tooth, 60 clean		Yes	N/A		\$ 550.00	\$ 1,690.00	\$ 4,790.00
		JD 160	39,000	36 tooth, 60 clean		Yes	N/A		\$ 690.00	\$ 2,275.00	\$ 5,850.00
		JD 245	57,000	42 tooth, 66 clean		Yes	N/A		\$ 790.00	\$ 2,395.00	\$ 7,299.00
		JD 350	78,000	48 tooth, 72 clean		Yes	N/A		\$ 1,290.00	\$ 3,700.00	\$ 11,100.00
<b>NW Heavy Equipment Repair</b> <b>Phone</b> 360-676-9331 <b>Location</b> Bellingham <b>Mobilization</b> Kubota: \$75 or \$110 per hour (KX057)  Hitachi \$110 per hour + pilot cars and permits	10	Kubota KX057-4	12,200	12, 24, 48" c/o		Yes	2		\$ 250.00	\$ 1,000.00	\$ 3,000.00
		Kubota KX040-4	9,500	12, 24, 36" c/o		Yes	5		\$ 190.00	\$ 760.00	\$ 2,280.00
		Kubota U17	3,700	9, 12, 16, 24" c/o		No	2		\$ 153.00	\$ 612.00	\$ 1,536.00
		Hitachi ZX330	80,000	54, 72" c/o		Yes	1		\$ 765.00	\$ 3,060.00	\$ 8,500.00
		Hitachi ZX245-6	64,000	42, 66" c/o		Yes	1		\$ 675.00	\$ 2,400.00	\$ 6,500.00
		Hitachi ZX200	50,000	42, 60" c/o		Yes	1		\$ 488.00	\$ 1,950.00	\$ 5,800.00
		Hitachi ZX160	38,000	36, 60" c/o		Yes	2		\$ 400.00	\$ 1,400.00	\$ 4,000.00
		Hitachi ZX135	31,000	36, 60" c/o		Yes	1		\$ 375.00	\$ 1,350.00	\$ 3,200.00
		Hitachi ZX120	29,000	24, 36, 60" c/o		Yes	2		\$ 361.00	\$ 1,300.00	\$ 3,100.00
		CAT 308E2 w/ Blade	19,000	24, 48" c/o		Yes	1		\$ 280.00	\$ 1,120.00	\$ 2,750.00
		Hitachi ZX70 w/ Blade	17,000	24, 48" c/o		Yes	1		\$ 280.00	\$ 1,120.00	\$ 2,750.00
	11	Kubota KX057-4	12,200				2		\$ 250.00	\$ 1,000.00	\$ 3,000.00
		Kubota KX040-4	9,500				5		\$ 190.00	\$ 760.00	\$ 2,280.00
		Kubota U17 (No Angle Blade)	3,700				2		\$ 153.00	\$ 612.00	\$ 1,536.00

Whatcom County Bid #19-15  
Rental Rates for Equipment Without Operator

Group 10, 11, 12, 13 - Excavator (continued)											
Bidder Information	Group #	Description	Unit Weight	Bucket Size	Lift Capacity	Thumb	Units	Hourly	Daily	Wkly	Mnthly
<b>PacWest Machinery, LLC</b>	10	Volvo EC140EL	31,660	24"-60"	20,840	Yes	4			\$ 1,530.00	\$ 4,590.00
Phone 206-762-5933		Volvo ECR145EL	33,950	24"-60"	19,370	Yes	4			\$ 1,615.00	\$ 4,845.00
Location Kent		Volvo EC160EL	39,390	24"-60"	30,040	Yes	5			\$ 1,728.00	\$ 5,185.00
Mobilization \$155 per hour		Volvo EC220EL*	49,490	42"-66"	34,600	Yes	3			\$ 2,125.00	\$ 6,375.00
*+ pilot cars and permits		Volvo ECR235EL*	55,780	42"-66"	36,850	Yes	3			\$ 2,210.00	\$ 6,630.00
		Volvo EC300EL*	68,330	48"-66"	45,320	Yes	3			\$ 2,748.00	\$ 8,245.00
		Volvo EC350EL*	82,180	48"-72"	60,150	Yes	4			\$ 3,400.00	\$ 10,200.00
		Volvo EC380	87,640	Varies	35,560	Yes	1				\$ 11,730.00
		Volvo EC480	107,640	Varies	40,370	Yes	2				\$ 13,260.00
<b>SE Rents LLC</b>	10	Kubota KX080-4	18,000	16", 35", 53"	6,500	Yes	2	\$ 50.00	\$ 400.00	\$ 1,600.00	\$ 4,800.00
Phone 360-354-4071		Kubota KX057-4	13,000	12", 24", 48"	3,410	Yes	1	\$ 40.00	\$ 325.00	\$ 1,300.00	\$ 3,900.00
Location Lynden		Kubota KX040-4	10,200	12", 18", 24", 36"	4,080	Yes	2	\$ 35.00	\$ 295.00	\$ 1,180.00	\$ 3,540.00
Mobilization \$85 per hour		Kubota KX040-4	9,600	12", 18", 24", 36"	4,080	Yes	1	\$ 35.00	\$ 275.00	\$ 1,100.00	\$ 3,300.00
		Kubota K008-3	2,200	16"	1,200	No	1	\$ 24.00	\$ 175.00	\$ 700.00	\$ 2,100.00
	11	Kubota KX040-4	10,200		4,080	Yes	2	\$ 35.00	\$ 295.00	\$ 1,180.00	\$ 3,540.00
		Kubota KX040-4	9,600		4,080	Yes	1	\$ 35.00	\$ 275.00	\$ 1,100.00	\$ 3,300.00
	12	Kubota KX040-4	10,200		4,080	Yes	2	\$ 35.00	\$ 295.00	\$ 1,180.00	\$ 3,540.00
<b>United Rentals</b>	10	Takeuchi TB280	19,000	Variety		Yes	9		\$ 482.00	\$ 1,643.00	\$ 4,235.00
Phone 360-647-7800		John Deere 130	25,000	Variety		Yes	5		\$ 663.26	\$ 1,755.27	\$ 4,436.94
Location Bellingham		John Deere 135	35,000	Variety		Yes	13		\$ 735.60	\$ 2,053.24	\$ 5,087.04
Mobilization \$125 per hour		John Deere 160	40,000	Variety		Yes	6		\$ 735.60	\$ 2,053.24	\$ 5,087.04
Notes Rates include 1 bucket		John Deere 225	55,000	Variety		Yes	14		\$ 966.00	\$ 2,901.00	\$ 7,422.00
		John Deere 350	70,000	Variety		Yes	3		\$ 1,488.45	\$ 4,003.54	\$ 10,015.36
		Takeuchi TB235	7,500				48		\$ 283.96	\$ 760.18	\$ 1,767.10
	11	Bobcat E45	10,000				30		\$ 321.83	\$ 916.84	\$ 2,104.85
		Takeuchi TB290	15,000				10		\$ 439.47	\$ 1,266.96	\$ 2,947.61

Whatcom County Bid #19-15  
Rental Rates for Equipment Without Operator

**Group 14 - Log Loader with Hydraulic Grapple**

No Bid

**Group 15 - Scraper**

No Bid

**Group 16 - Shoulder Spreader**

No Bid

**Group 17A - Broom, Regenerative Air Sweeper, Vacuum Truck Sweeper, & Self-Propelled Broom**

Bidder Information	Description	Units	Hourly	Daily	Wkly	Mnthly
<b>Birch Equipment Rental &amp; Sales</b>	<i>Laymor Sweeper, 8 ft</i>	N/A		\$ 540.00	\$ 1,490.00	\$ 4,625.00
Phone 360-734-5717						
Location Bellingham						
Mobilization \$150 per hour						
<b>NW Heavy Equipment Repair</b>	<i>CAT 903C2 Wheel Loader w/ Containment Broom</i>	1		\$ 370.00	\$ 1,480.00	\$ 4,440.00
Phone 360-676-9331	<i>CAT 259B or D Track Loader w/ Containment Broom</i>	2		\$ 340.00	\$ 1,360.00	\$ 4,000.00
Location Bellingham	<i>Bobcat S130 w/ Containment Broom</i>	1		\$ 265.00	\$ 1,060.00	\$ 3,000.00
Mobilization \$75 or \$110 per hour						
<b>PacWest Machinery, LLC</b>	<i>TYMCO 435</i>	1			\$ 1,700.00	\$ 5,100.00
Phone 206-762-5933	<i>TYMCO 600</i>	1			\$ 2,833.00	\$ 8,500.00
Location Kent						
Mobilization \$155 per hour						
<b>United Rentals</b>	<i>Lay-Mor SM300</i>	30		\$ 276.30	\$ 813.81	\$ 1,835.80
Phone 360-647-7800						
Location Bellingham						
Mobilization \$125 per hour						

Whatcom County Bid #19-15  
Rental Rates for Equipment Without Operator

Group 17B - Broom, Side Cast with Cab						
Bidder Information	Description	Units	Hourly	Daily	Wkly	Mnthly
<b>PacWest Machinery, LLC</b>	<i>Broce 350</i>	1			\$ 907.00	\$ 2,720.00
Phone 206-762-5933 Location Kent Mobilization \$155 per hour						
<b>United Rentals</b>	<i>Broce RCT-350</i>	2		\$ 513.00	\$ 1,355.00	\$ 3,116.00
Phone 360-647-7800 Location Bellingham Mobilization \$125 per hour						



Whatcom County Bid #19-15  
Rental Rates for Equipment Without Operator

Group 18A - Steel Roller									
Bidder Information	Description	Unit Weight	Roller Width	Vibrate	Units	Hourly	Daily	Weekly	Monthly
<b>Birch Equipment Rental &amp; Sales</b>	<i>BW 900</i>	2,639	35"	Yes	N/A		\$ 245.00	\$ 795.00	\$ 1,995.00
Phone 360-734-5717	<i>Bomag 47"</i>	5,732	47"	Yes	N/A		\$ 275.00	\$ 820.00	\$ 2,455.00
Location Bellingham									
Mobilization \$150 per hour									
<b>NW Heavy Equipment Repair</b>	<i>Dynapac CC1200</i>	5,692	47"	Yes	1		\$ 153.00	\$ 612.00	\$ 1,800.00
Phone 360-676-9331	<i>Vibromax 260</i>	5,940	47"	Yes	1		\$ 153.00	\$ 612.00	\$ 1,800.00
Location Bellingham									
Mobilization \$75 per hour									
<b>PacWest Machinery, LLC</b>	<i>Volvo DD30B</i>	7,164	49.2"	Yes	4			\$ 808.00	\$ 2,423.00
Phone 206-762-5933	<i>Volvo DD35B</i>	8,510	54.1"	Yes	3			\$ 1,020.00	\$ 3,060.00
Location Kent	<i>Volvo DD110C</i>	24,807	66.9"	Yes	2			\$ 1,558.00	\$ 4,675.00
Mobilization \$155 per hour									
<b>United Rentals</b>	<i>Wacker RD12A-90</i>	3,000	36"	Yes	25		\$ 225.20	\$ 612.00	\$ 1,589.00
Phone 360-647-7800	<i>Hamm H7I</i>	14,500	66"	Yes	10		\$ 478.91	\$ 1,313.90	\$ 3,129.51
Location Bellingham	<i>Hamm H10I</i>	22,675	84"	Yes	6		\$ 680.33	\$ 1,649.36	\$ 4,195.45
Mobilization \$125 per hour									

Whatcom County Bid #19-15  
Rental Rates for Equipment Without Operator

Group 18B - Pneumatic Roller								
Bidder Information	Description	Unit Weight	Roller Width	Units	Hourly	Daily	Wkly	Mnthly
<b>Birch Equipment Rental &amp; Sales</b>	<i>Bomag 66"</i>	15,355	66"	N/A		\$ 425.00	\$ 1,290.00	\$ 3,820.00
Phone 360-734-5717								
Location Bellingham								
Mobilization \$150 per hour								
<b>NW Heavy Equipment Repair</b>	<i>Vibromax 1105</i>	28,000	84"	2		\$ 310.00	\$ 1,240.00	\$ 3,720.00
Phone 360-676-9331	<i>Vibromax 605</i>	15,000	68"	2		\$ 230.00	\$ 920.00	\$ 2,760.00
Location Bellingham								
Mobilization \$110 per hour								
<b>PacWest Machinery, LLC</b>	<i>Volvo PT125</i>	25,000	68"	2			\$ 1,785.00	\$ 5,355.00
Phone 206-762-5933								
Location Kent								
Mobilization \$155 per hour								

Whatcom County Bid #19-15  
Rental Rates for Equipment Without Operator

Group 18C - Sheepsfoot Roller								
Bidder Information	Description	Unit Weight	Roller Width	Units	Hourly	Daily	Wkly	Mnthly
<b>Birch Equipment Rental &amp; Sales</b>	<i>Bomag 33.5"</i>	3,495	33.5"	N/A		\$ 245.00	\$ 795.00	\$ 1,995.00
Phone 360-734-5717								
Location Bellingham								
Mobilization \$100 per hour								
<b>NW Heavy Equipment Repair</b>	<i>Vibromax 1105</i>	28,500	84"	1		\$ 350.00	\$ 1,400.00	\$ 4,200.00
Phone 360-676-9331	<i>Vibromax 605</i>	15,500	68"	1		\$ 270.00	\$ 1,080.00	\$ 3,240.00
Location Bellingham								
Mobilization \$110 per hour								
<b>PacWest Machinery, LLC</b>	<i>Volvo SD115B</i>	27,600	84"	1			\$ 1,686.00	\$ 5,058.00
Phone 206-762-5933								
Location Kent								
Mobilization \$155 per hour								
<b>United Rentals</b>	<i>Hamm H7I</i>	14,500	66"	12		\$ 478.91	\$ 1,313.90	\$ 3,129.51
Phone 360-647-7800	<i>HammH10I</i>	22,675	84"	6		\$ 680.33	\$ 1,649.36	\$ 4,195.45
Location Bellingham								
Mobilization \$125 per hour								

Whatcom County Bid #19-15  
Rental Rates for Equipment Without Operator

Group 19 - Mobile Crane								
Bidder Information		Description	Size in tons	Boom Length	Hourly	Daily	Weekly	Monthly
United Rentals		Manitex 1770C	17	70-100'		\$ 678.14	\$ 1,834.49	\$ 4,573.84
Phone	360-647-7800							
Location	Bellingham							
Mobilization	\$125 per hour							
Group 20 - Pile Driver								
No Bid								
Group 21 - Dragline or Clam								
No Bid								
Group 22 - Layton Box								
No Bid								
Group 23 - Pavement Pulverizer								
No Bid								
Group 24 - Self-Loading Ditch Cleaner								
No Bid								
Group 25 - Hydro-Seeder								
No Bid								

Whatcom County Bid #19-15  
Rental Rates for Equipment Without Operator

Group 26 - Backhoe						
Bidder Information	Description	Units	Hourly	Daily	Weekly	Monthly
<b>Birch Equipment Rental &amp; Sales</b>	<i>310 John Deere</i>	N/A		\$ 210.00	\$ 1,045.00	\$ 2,483.00
Phone 360-734-5717	<i>580 Case</i>	N/A		\$ 310.00	\$ 1,090.00	\$ 2,745.00
Location Bellingham						
Mobilization \$150 per hour						
<b>NW Heavy Equipment Repair</b>	<i>Kubota B26 4x4</i>	1		\$ 165.00	\$ 660.00	\$ 1,800.00
Phone 360-676-9331						
Location Bellingham						
Mobilization \$75 or \$110 per hour						
<b>SE Rents LLC</b>	<i>Kubota B26</i>	1	\$ 25.00	\$ 195.00	\$ 780.00	\$ 2,340.00
Phone 360-354-4071	<i>Kubota BX23SLB-R</i>	1	\$ 21.00	\$ 165.00	\$ 660.00	\$ 1,980.00
Location Lynden						
Mobilization \$85 per hour						
<b>United Rentals</b>	<i>Case 580N Ext-a-hoe</i>	24		\$ 310.34	\$ 838.93	\$ 1,930.46
Phone 360-647-7800						
Location Bellingham						
Mobilization \$125 per hour						



Whatcom County Bid #19-15  
Rental Rates for Equipment Without Operator

Group 27 - Tractor Mounted Mower & Brush Cutter								
Rotary/Rear Mount								
Bidder Information		Description	Reach Length	Units	Hourly	Daily	Weekly	Monthly
NW Heavy Equipment Repair		Kubota B26		1		\$ 165.00	\$ 660.00	\$ 1,800.00
Phone	360-676-9331							
Location	Bellingham							
Mobilization	\$75 or \$110 per hour							
SE Rents LLC		Kubota B2650 & RCF2060	5'	1	\$ 34.50	\$ 275.00	\$ 1,100.00	\$ 3,300.00
Phone	360-354-4071							
Location	Lynden							
Mobilization	\$85 per hour							
Flail/Rear Mount								
No Bid								
Rotary/Shoulder								
No Bid								
Flail/Shoulder								
No Bid								
Rotary/Longarm								
No Bid								
Flail/Longarm								
Bidder Information		Description	Reach Length	Units	Hourly	Daily	Weekly	Monthly
NW Heavy Equipment Repair		Kubota KX057-4 w/ 40" Flail		1		\$ 382.00	\$ 1,500.00	\$ 4,400.00
Phone	360-676-9331							
Location	Bellingham							
Mobilization	\$75 or \$110 per hour							
SE Rents LLC		Kubota MX4800 & RCF2072	6'	1	\$ 38.75	\$ 310.00	\$ 1,240.00	\$ 3,720.00
Phone	360-354-4071							
Location	Lynden							
Mobilization	\$85 per hour							

Whatcom County Bid #19-15  
Rental Rates for Equipment Without Operator

Group 28 - Skid-Steer Mounted Mower & Brush Cutter							
Bidder Information	Description	Reach Length	Units	Hourly	Daily	Weekly	Monthly
<b>NW Heavy Equipment Repair</b>	<i>Cat 259 B or D Trackloader w/ 72" Brushcutter</i>		2		\$ 410.00	\$ 1,640.00	\$ 4,800.00
Phone 360-676-9331							
Location Bellingham							
Mobilization \$75 per hour							
<b>SE Rents LLC</b>	<i>Kubota SVL95 &amp; AP-SC7072</i>	6'	1	\$ 90.00	\$ 650.00	\$ 2,600.00	\$ 7,800.00
Phone 360-354-4071							
Location Lynden							
Mobilization \$85 per hour							

Whatcom County Bid #19-15  
Rental Rates for Equipment Without Operator

Group 29 - Roadside Mower						
No Bid						
Group 30 - Walking Leg-Type Heavy Duty Brush Cutter						
No Bid						
Group 31 - Sewer Jet						
No Bid						
Group 32 - Water Truck						
Bidder Information	Description	Units	Hourly	Daily	Weekly	Monthly
<b>United Rentals</b>	2,000 Gallon Water Truck	6		\$ 367.80	\$ 1,142.21	\$ 2,508.06
Phone 360-647-7800	4,000 Gallon Water Truck	5		\$ 605.79	\$ 1,723.36	\$ 4,046.38
Location Bellingham	500 Gallon Water Trailer	40		\$ 123.95	\$ 371.86	\$ 805.70
Mobilization \$125 per hour						
Group 33 - Dust Retardant Truck						
No Bid						
Group 34 - Utility Boring Machine						
Bidder Information	Description	Units	Hourly	Daily	Weekly	Monthly
<b>Birch Equipment Rental &amp; Sales</b>	3" Boring Tool	N/A		\$ 250.00	\$ 800.00	\$ 2,150.00
Phone 360-734-5717						
Location Bellingham						
Mobilization \$100 per hour						
Group 35 - Under Bridge Inspection Equipment						
No Bid						

Whatcom County Bid #19-15  
Rental Rates for Equipment Without Operator

Group 36 - Snow Removal Equipment						
Bidder Information	Description	Units	Hourly	Daily	Weekly	Monthly
<b>NW Heavy Equipment Repair</b>	<i>Cat 928G Wheel Loader 3yd w/ Enclosed Cab</i>	1		\$ 360.00	\$ 1,440.00	\$ 4,320.00
Phone 360-676-9331	<i>Cat 903C2 Wheel Loader 1yd w/ Enclosed Cab</i>	1		\$ 260.00	\$ 1,040.00	\$ 3,120.00
Location Bellingham	<i>Cat 259 B or D Track Loader w/ Enclosed Cab</i>	2		\$ 190.00	\$ 760.00	\$ 2,280.00
Mobilization \$75 or \$110 per hour						
<b>SE Rents LLC</b>	<i>Wheel Loader/Kubota R630</i>	1	\$ 30.00	\$ 250.00	\$ 1,000.00	\$ 3,000.00
Phone 360-354-4071	<i>Skid-Steer/Kubota SVL95</i>	1	\$ 45.00	\$ 325.00	\$ 1,300.00	\$ 3,900.00
Location Lynden	<i>Skid-Steer/Kubota SVL75</i>	1	\$ 38.00	\$ 300.00	\$ 1,200.00	\$ 3,600.00
Mobilization \$85 per hour						
<b>United Rentals</b>	<i>See Skid Steers or Backhoes</i>					
Phone 360-647-7800						
Location Bellingham						
Mobilization \$125 per hour						

Group 37 - Man Lift						
Bidder Information	Description	Units	Hourly	Daily	Weekly	Monthly
<b>Birch Equipment Rental &amp; Sales</b>	<i>26' Scissor Genie</i>	N/A		\$ 110.00	\$ 320.00	\$ 795.00
Phone 360-734-5717	<i>45' Boom Lift Genie, 500 lb, 4WD</i>	N/A		\$ 260.00	\$ 825.00	\$ 2,380.00
Location Bellingham	<i>60' Boom Lift Genie, 500 lb, 4WD</i>	N/A		\$ 390.00	\$ 1,320.00	\$ 3,520.00
Mobilization \$150 per hour	<i>80' Boom Lift Genie, 500 lb, 4WD</i>	N/A		\$ 725.00	\$ 2,495.00	\$ 6,890.00
<b>United Rentals</b>	<i>Genie Z45 4WD Boom</i>	50		\$ 300.41	\$ 793.92	\$ 1,787.17
Phone 360-647-7800	<i>Genie S60 4WD Boom</i>	50		\$ 389.08	\$ 1,029.08	\$ 2,490.32
Location Bellingham	<i>Genie S80 4WD Boom</i>	25		\$ 720.53	\$ 1,800.83	\$ 4,069.04
Mobilization \$125 per hour	<i>Genie S125 4WD Boom</i>	25		\$ 1,301.09	\$ 3,511.43	\$ 8,229.19

Group 38 - Gas Powered Breaker-Rock Drill						
No Bid						

Whatcom County Bid #19-15  
Rental Rates for Equipment Without Operator

Group 39 - Forklift							
Bidder Information		Description	Units	Hourly	Daily	Weekly	Monthly
Birch Equipment Rental & Sales		K-25 Komatsu, 5,000 lb	N/A		\$ 150.00	\$ 495.00	\$ 1,190.00
Phone	360-734-5717	519 Gehl Reach FL, 5,000 lb	N/A		\$ 175.00	\$ 950.00	\$ 1,650.00
Location	Bellingham	842 Gehl Reach FL, 8,000 lb	N/A		\$ 285.00	\$ 1,290.00	\$ 2,190.00
Mobilization	\$150 per hour	1155 Gehl Reach FL, 11,000 lb	N/A		\$ 595.00	\$ 1,895.00	\$ 5,290.00
United Rentals		5,000 lb Warehouse Forklift	60		\$ 189.52	\$ 537.82	\$ 1,142.21
Phone	360-647-7800	15,000 lb Warehouse Forklift	8		\$ 435.38	\$ 1,240.61	\$ 2,787.31
Location	Bellingham	8,000 lb Reach Forklift 4WD	60		\$ 399.98	\$ 1,080.06	\$ 2,499.90
Mobilization	\$125 per hour	Note - Please call for more options					



Whatcom County Bid #19-15  
Rental Rates for Equipment Without Operator

Group 40 - Trailer									
Bidder Information	Description	GVWR	Length	Hitch	Units	Hourly	Daily	Weekly	Monthly
<b>Birch Equipment Rental &amp; Sales</b>	<i>Tilt</i>	14,000	20'	2-5/16"	N/A		\$ 85.00	\$ 270.00	\$ 695.00
Phone 360-734-5717									
Location Bellingham									
Mobilization \$120 per hour									
<b>NW Heavy Equipment Repair</b>	<i>Tilt</i>	5,000	12'6"	pintle	2		\$ 35.00	\$ 140.00	\$ 420.00
Phone 360-676-9331									
Location Bellingham									
Mobilization									
<b>SE Rents LLC</b>	<i>Tilt</i>	14,000	20'	2-5/16"	1	\$ 22.00	\$ 85.00	\$ 340.00	\$ 1,020.00
Phone 360-354-4071									
Location Lynden									
Mobilization \$85 per hour									
<b>United Rentals</b>	<i>Tilt</i>	10,000	18'	2-5/16"	20		\$ 75.36	\$ 230.50	\$ 527.47
Phone 360-647-7800									
Location Bellingham									
Mobilization \$125 per hour									

Whatcom County Bid #19-15  
Rental Rates for Equipment Without Operator

Group 41 - Miscellaneous Equipment						
Bidder Information	Description	Units	Hourly	Daily	Weekly	Monthly
<b>NW Heavy Equipment Repair</b>	<i>Vermeer BC1000XL 10" Chipper</i>	1		\$ 225.00	\$ 900.00	\$ 2,500.00
Phone 360-676-9331	<i>Wacker 800lb Reversible Plate Diesel Electric Start</i>	1		\$ 128.00	\$ 512.00	\$ 1,536.00
Location Bellingham	<i>Wacker VP1340 Plate Compactor w/ Water Tank</i>	1		\$ 48.00	\$ 192.00	\$ 576.00
Mobilization \$75 per hour	<i>Vibromax 128lb Jumping Jack</i>	1		\$ 63.00	\$ 252.00	\$ 756.00
	<i>Vermeer S450TX Compact Track Loader, "Dingostyle", 36" Wide</i>	1		\$ 160.00	\$ 640.00	\$ 1,920.00
	<i>Vermeer SC30TX Stump Grinder, 35" Wide, w/ Trailer, 25hp, Gas</i>	1		\$ 220.00	\$ 880.00	\$ 2,640.00
<b>PacWest Machinery, LLC</b>	<i>RoadTec SB-2500 Shuttle Buggy</i>	3				\$ 30,000.00
Phone 206-762-5933	<i>RoadTec RX-300 Cold Planer</i>	4				\$ 22,000.00
Location Kent	<i>RoadTec RX-600 Cold Planer</i>					\$ 28,000.00
Mobilization \$155 per hour						
<b>SE Rents LLC</b>	<i>Flail Mower/US Mower EX30 (Fits the KX040/121)</i>	1	\$ 35.00	\$ 260.00	\$ 1,040.00	\$ 3,120.00
Phone 360-354-4071	<i>Flail Mower/US Mower EX40 (Fits the KX057/KX080)</i>	1	\$ 38.00	\$ 280.00	\$ 1,120.00	\$ 3,360.00
Location Lynden	<i>Breaker/Kubota KXB510 (Fits the KX040/121)</i>	1	\$ 28.00	\$ 185.00	\$ 740.00	\$ 2,220.00
Mobilization \$85 per hour	<i>Breaker/Kubota KXB560 (Fits the KX057)</i>	1	\$ 28.00	\$ 195.00	\$ 780.00	\$ 2,340.00
	<i>Hoepak/Stanley HS3125 (Fits the KX040/KX057/KX080)</i>	1	\$ 20.00	\$ 150.00	\$ 600.00	\$ 1,800.00
	<i>Skid-Steer/Kubota SSV65</i>	1	\$ 25.00	\$ 200.00	\$ 800.00	\$ 2,400.00
	<i>Skid-Steer/Kubota SVL75</i>	1	\$ 38.00	\$ 300.00	\$ 1,200.00	\$ 3,600.00
	<i>Skid-Steer/Kubota SVL95</i>	1	\$ 45.00	\$ 325.00	\$ 1,300.00	\$ 3,900.00
	<i>Breaker/Stanley MB05S02 (Fits the SSV65 Skid-Steer)</i>	1	\$ 20.00	\$ 150.00	\$ 600.00	\$ 1,800.00
	<i>Brush Rake/Bluestar/48/040 (Fits the KX040/121)</i>	1	\$ 8.00	\$ 50.00	\$ 200.00	\$ 600.00
	<i>Post Pounder/PDX750 (Fits the KX040/121)</i>	1	\$ 24.00	\$ 185.00	\$ 740.00	\$ 2,220.00
<b>United Rentals</b>	<i>Light Tower - Towable</i>	100		\$ 99.47	\$ 241.13	\$ 528.72
Phone 360-647-7800	<i>185cfm Compressor - Towable</i>	100		\$ 105.50	\$ 266.25	\$ 637.99
Location Bellingham	<i>Track Skid Steer - Bobcat T550</i>	25		\$ 305.55	\$ 920.98	\$ 2,031.57
Mobilization \$125 per hour	<i>Message Board - Solar/Towable</i>	25		\$ 266.25	\$ 627.94	\$ 1,120.64
	<i>Arrow Board - Solar/Towable</i>	15		\$ 95.74	\$ 276.30	\$ 568.84
	<i>25kva Generator - Towable</i>	45		\$ 211.29	\$ 536.34	\$ 1,181.02
	<i>Rammer/Jumping Jack</i>	35		\$ 91.95	\$ 271.47	\$ 578.79
	<i>Plate Compactor (std)</i>	40		\$ 88.85	\$ 238.37	\$ 563.42
	<i>2" submersible pump</i>	40		\$ 52.74	\$ 130.15	\$ 325.37
Note - Please call for additional items						



# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2019-236

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<b>File ID:</b>	AB2019-236	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	04/11/2019	<b>Entered by:</b>	SWinger@co.whatcom.wa.us		
<b>Department:</b>	Finance Division	<b>File Type:</b>	Bid Award		

**First Assigned to:** Council Finance and Administrative Services Committee

<b>Agenda Date:</b>	04/23/2019	<b>Next Mtg. Date:</b>		<b>Hearing Date:</b>	
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Primary Contact Email: [swinger@co.whatcom.wa.us](mailto:swinger@co.whatcom.wa.us) <<mailto:swinger@co.whatcom.wa.us>>

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

Request approval to use Pierce County's RFP #2007, and authorization for the County Executive to enter into a 3-year contract with K&H Integrated Printing Solutions for the printing and processing services for elections, in an amount not to exceed \$750,000.00 annually

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

Per WCC 3.08.100(A), the Auditor's Office requests approval to use Pierce County's RFP #2007, and authorization for the County Executive to enter into a 3-year contract with K&H Integrated Printing Solutions for the printing of envelopes and balloting materials for elections, and related processing services, including insertion, mailing, ballot tracking, and other related services. Whatcom County and Pierce County have an existing Interlocal Purchasing Agreement, pursuant to RCW 39.34 Interlocal Cooperation Act, that allows Whatcom County to use Pierce County's RFP process to procure goods and services. The cost for printing and processing election envelopes and balloting materials is a regularly budgeted item, and funds exist in the current Elections Reserve Fund budget. Annual expenditures will not exceed \$750,000.00

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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:** Approval Request Election Printing and Processing Services

**Final Action:**  
**Enactment Date:**  
**Enactment #:**



**DATE:** April 12, 2019  
**TO:** Jack Louws, County Executive  
**FROM:** Brad Bennett, AS Finance Manager  
**SUBJECT:** Award for Printing and Processing Services for Elections

- **Background & Purpose**

The Auditor's Office requests approval to use Pierce County's RFP #2007 (awarded in 2018) and authorization for the Executive to enter into a contract with K&H Integrated Print Solutions for the printing of envelopes and balloting materials for elections, and related processing services, including insertion, mailing, ballot tracking, and other related services.

Whatcom County has an existing Interlocal Purchasing Agreement #200209010 with Pierce County, in conjunction with RCW 39.34, the Interlocal Cooperation Act. Pierce County awarded contract #SC-105832 to K&H Integrated Print Solutions as a result of their 2018 RFP #2007 process. The Auditor's Office and Purchasing have reviewed the documentation from Pierce County's RFP process. It meets Whatcom County procurement requirements, and the Auditor's needs for these services.

- **Funding**

The cost for printing and processing election envelopes and balloting materials is a regularly budgeted item, and funds exist within the current Elections Reserve Fund base budget. Annual expenditures will not exceed \$750,000.00.

A handwritten signature in blue ink, appearing to read "Brad Bennett", is written over a horizontal line.  
AS Finance Manager

Approved as recommended:

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

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



**Whatcom County  
Auditor's Office**

Whatcom County Courthouse  
311 Grand Avenue, Suite 103  
Bellingham, WA 98225-4038



**Debbie Adelstein**  
County Auditor

**Diana Bradrick**  
Chief Deputy Auditor

**Phone:** (360) 778-5100

**Fax:** (360) 778-5101

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

**Internet:** [www.whatcomcounty.us/auditor](http://www.whatcomcounty.us/auditor)

**DATE:** April 11, 2019

**TO:** Brad Bennett, Finance Manager

**FROM:** Diana Bradrick, Chief Deputy Auditor

**RE:** Using Pierce County Contract for K&H Elections Printing and Processing Services

**Requested Action:** I am requesting Council approval to utilize the existing Interlocal Cooperative Purchasing Agreement with Pierce County (Whatcom County Contract #200209010) for the Executive to enter into a contract with K&H Integrated Print Solutions for the purpose of providing election envelopes, balloting materials and processing pursuant to Pierce County RFP #2007/Contract #SC-105832. We would like to enter into a 3 year contract.

**Background and Purpose:** Whatcom County needs to procure envelope and balloting materials printing services along with ballot processing including insertion, mailing, ballot tracking and other services related to ballot printing and mailing. We have reviewed the Pierce County RFP process and the K&H response and it meets Whatcom's needs. Whatcom County has used K&H to provide services related to ballot and envelope printing and processing for a number of years and we have been extremely satisfied with their service. Their ability to ensure correct ballot insertion and track the ballot packet through the postal service is exceptional.

**Not to Exceed Amount:** Our annual not to exceed amount is \$750,000.

**Funding Source:** These services are included in the Elections Reserve Fund base budget.

Please approve this request and forward to the Executive and the Whatcom County Council for approval at the April 23, 2019 Whatcom County Council Meeting.

Please contact Diana Bradrick at extension 5130 if you have questions or concerns.

**Licensing**  
[Licensing@co.whatcom.wa.us](mailto:Licensing@co.whatcom.wa.us)  
360-778-5100

**Recording**  
[Recording@co.whatcom.wa.us](mailto:Recording@co.whatcom.wa.us)  
360-778-5100

**Elections**  
[Elections@co.whatcom.wa.us](mailto:Elections@co.whatcom.wa.us)  
360-778-5102

**Administration**  
[Auditor@co.whatcom.wa.us](mailto:Auditor@co.whatcom.wa.us)  
360-778-5105

We gladly accept  
relay calls.



# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2019-222

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<b>File ID:</b>	AB2019-222	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	04/08/2019	<b>Entered by:</b>	AHester@co.whatcom.wa.us		
<b>Department:</b>	Public Works Department	<b>File Type:</b>	Discussion		

**First Assigned to:** Council Committee of the Whole-Executive Session

<b>Agenda Date:</b>	04/23/2019	<b>Next Mtg. Date:</b>		<b>Hearing Date:</b>	
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Primary Contact Email: sdraper@co.whatcom.wa.us

### TITLE FOR AGENDA ITEM:

Discussion regarding a potential property acquisition for the Flood Control Zone District [Discussion of this item may take place in executive session (closed to the public) pursuant to RCW 42.30.110 (1) (b)]

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Discussion regarding a potential property acquisition for the Flood Control Zone District with Public Works staff. [Discussion of this item may take place in executive session (closed to the public) pursuant to RCW 42.30.110 (1) (b)]

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### HISTORY OF LEGISLATIVE FILE

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Date:	Acting Body:	Action:	Sent To:

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**Attachments:**

**Final Action:**  
**Enactment Date:**  
**Enactment #:**



# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2019-244

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<b>File ID:</b>	AB2019-244	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	04/16/2019	<b>Entered by:</b>	DBrown@co.whatcom.wa.us		
<b>Department:</b>	Council Office	<b>File Type:</b>	Presentation		

**First Assigned to:** Council Public Works & Health Committee

<b>Agenda Date:</b>	04/23/2019	<b>Next Mtg. Date:</b>		<b>Hearing Date:</b>	
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Primary Contact Email: BBrenner@co.whatcom.wa.us

### TITLE FOR AGENDA ITEM:

Presentation from community reinvestment company Steel Pine

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Presentation from community reinvestment company Steel Pine.

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### HISTORY OF LEGISLATIVE FILE

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Date:	Acting Body:	Action:	Sent To:

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**Attachments:** Steel Pine Presentation

**Final Action:**  
**Enactment Date:**  
**Enactment #:**

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# Steel Pine A Community Reinvestment Company



Bellingham's Outdoor Brand

---

## E-commerce Strategy For Growth

Creating a partnership for growth and community reinvestment. Steel Pine would like to be Bellingham's primary brand for growth and job opportunity. We strive to grow and give Bellingham a new income stream to pull from for community reinvestment and rehabilitation.





# *Conceptual Run Down*

- Local Business online growth potential
- New capital avenue for reinvestment
- Giving back. Not taking from approach
- Build a brand. Open the sales channels. Back fill the product

—

**Brand**

**Partnerships**

**City Reinvestment**

**Profit from analytical trends**

**Local company and city  
partnerships**

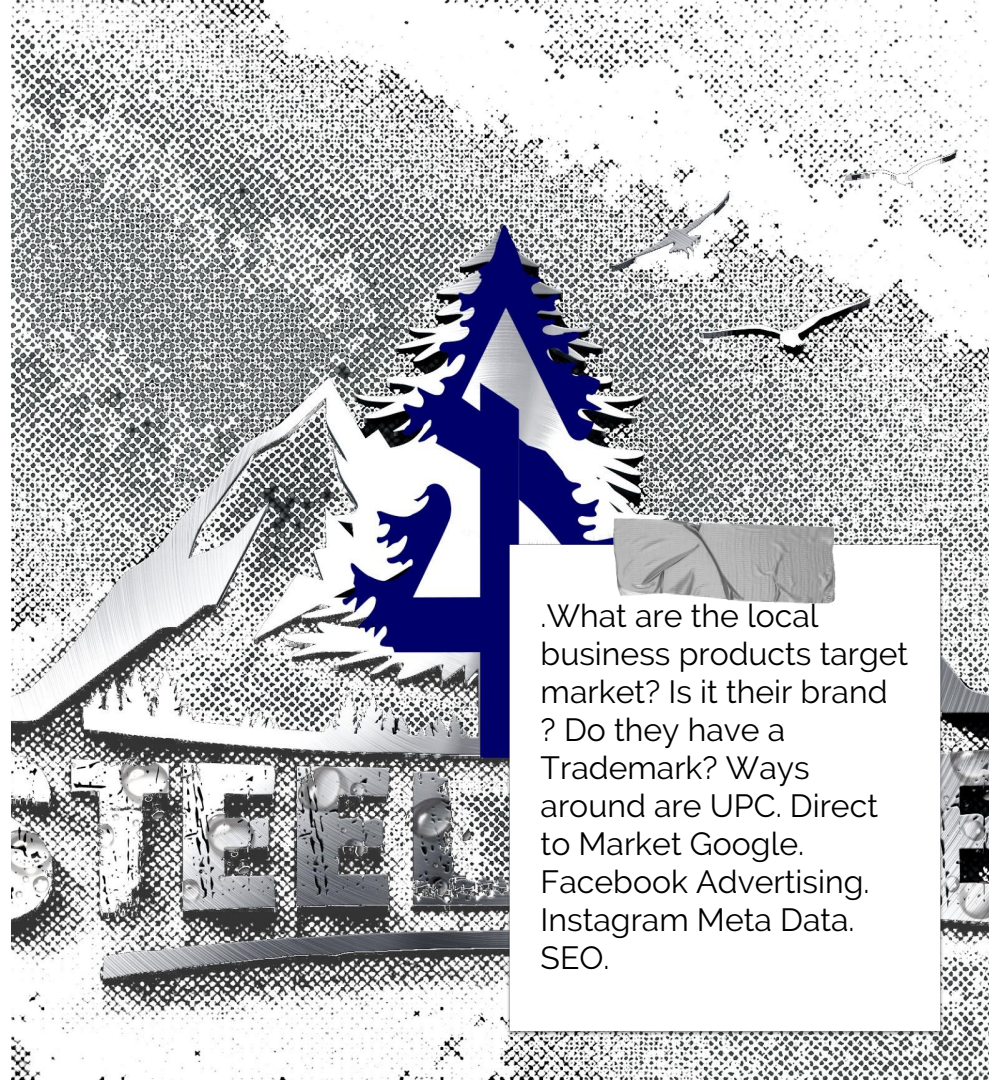
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**Products**

**Sales Channels for local  
business**

**Web company creation  
input**

When we grow our platform will expand to pull in local products. Why sell one when you can sell 100. Are local products targeted correctly. Chances are if target market is not established your sales will not grow.



.What are the local business products target market? Is it their brand ? Do they have a Trademark? Ways around are UPC. Direct to Market Google. Facebook Advertising. Instagram Meta Data. SEO.

# Start With Hats & Shirts-Steel Pine

Visible in every business. Gas station and airport business. Hats will be sublimation. Shirts are being created

- To start if every sale on a hat \$1 is given back to Bellingham for reinvestment. The more we sell and grow the more revenue stream Bellingham has to Pull from

Sublimation is picture overlay. Fantastic for Bellingham natural Beauty.





Building  
Partnerships and a  
Brand for  
Community  
Reinvestment

Shirts for local market will be home sourced through B Ham screen printing. Online will be through Zazzle. Hats are through my Business Partner in Lake Tahoe. See bottom of site. Again i will expand partnership reach when Business are on board

[www.steelpine.com](http://www.steelpine.com)

Help is needed by the council as I have built this for Bellingham for all of the right reasons and on my dime. With many failures along the way



Start with shirts and hats. Get all Local product based business on board . Let Steel Pine be seen in any and all outdoor related companies, airports, gas station, snowboards etc. In return we expand their product visual reach. 405

## About Brian Fearon

Ex Mortgage Backed Securities Trader for American Federal Bank

Ex Securities Analyst and center point for Merger and Aquisition of One West Bank under Steve Mnuchin

Father of a 9yr old Daughter in Whatcom Lacrosse

Husband of 2 time breast cancer survivor and sole supporter

Hockey Player

Hiker

Weightlifter


Animal Lover

Rally Car and Motorbike Enthusiast

A Flawed man with a heart of gold looking to create a company with the right people for the right reasons.

Friends with some local characters such as Lead Detective, The Ex Chief of Police, Attorney Bill Johnston. Steve at SK Motorsports.

Came here for my wife. You made us find a home. Now I am here for you!



Places Needing  
help on following  
page. See following  
pages



Digital Marketing help as I have contacted WWU and have not had a response.

Amazon Product Description and SEO help again no response from WWU.

Anyone who can push through a Facebook advertising campaign and keep a low cpc. Cost per click.

Google Analytics help. This will help Local product Vendors later down the road.

Sales help when product increase is established.

Exposure

STEEL PINE

It is in place. Help  
me finish

Local companies  
looking to help a start  
up Brand looking to  
help reinvest in  
Bellingham.



# Steel Pine's Format

[www.steelpine.com](http://www.steelpine.com)


Central Site

Sales. Channels- Amazon, Google, Facebook, Instagram, Ebay, Couture Lane,  
And hopefully soon to be Local.

Easy, make a sale, give a percent back

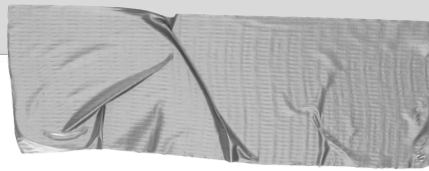
Grow, employ, reinvest,

Local Sourcing to bring down cost is also welcome. Please let the word out.  
Since it is hard to find up here



**If you build it. Profits  
Hope and  
Reinvestment will  
Follow.**

**It is built. Now here I  
am.**



# Break Down

- Concept of Market Place
- Buy hat at \$4 a piece. Sublimate local image that I create with SP logo etc. shipping, print etc. say \$12 a hat. Taxes, unless there is a local tax write off? Don't know.
- Sell hat for \$24.99
- Pay my costs, website, domains, etc
- Money to keep going. Reinvest \$1 to start back to Bellingham
- Can change from \$1 based on Volume profit etc.
- Build \$1 per item on online sales as well.

—  
Basic Math Run Down And Visualization.

**Sell \$100 Hats. \$10 back to Bellingham no questions asked.**

**\$10= Garbage Bags for Garbage cans under bridges**

**\$1000 hats= \$100 Back to City**

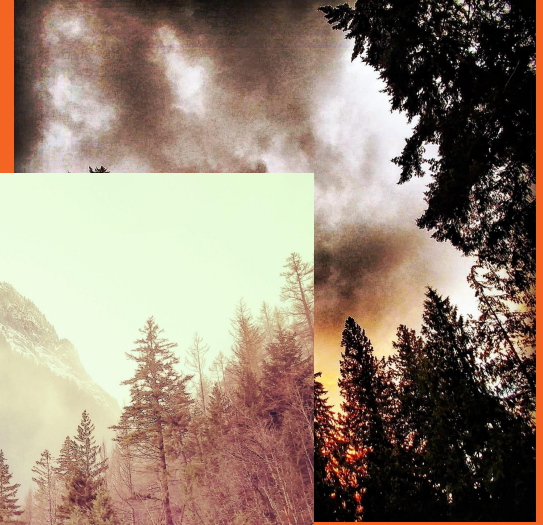
**=\$100 equals starting point for Bellingham sign restoration.**

**Thinking Log signs on posts with local business. This should be able to be source from Deming. Have advertisement for Deming Log Show in Place.**

**. What tourists see is what they spend. When they see welcoming visual and hope. They usually repeat visit.**



Now onto visual run  
down with marker  
board if present . If  
not questions are  
welcome





Building a Brand to represent Bellingham in  
the right Light.

Business Partner

Blue Pebbles

Lake Tahoe, CA





# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2019-210

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<b>File ID:</b>	AB2019-210	<b>Version:</b>	1	<b>Status:</b>	Referred
<b>File Created:</b>	04/02/2019	<b>Entered by:</b>	DBrown@co.whatcom.wa.us		
<b>Department:</b>	Council Office	<b>File Type:</b>	Ordinance		

**First Assigned to:** Council Public Works & Health Committee

<b>Agenda Date:</b>	04/23/2019	<b>Next Mtg. Date:</b>	<b>Hearing Date:</b>
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Primary Contact Email: RBrowne@co.whatcom.wa.us

### TITLE FOR AGENDA ITEM:

Ordinance amending Whatcom County Code Title 3, creating a local employee and apprenticeship program

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Ordinance amending Whatcom County Code Title 3, creating a local employee and apprenticeship program.

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### HISTORY OF LEGISLATIVE FILE

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Date:	Acting Body:	Action:	Sent To:
04/09/2019	Council	REFERRED TO COMMITTEE	Council Public Works & Health Committee

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**Attachments:** Ordinance - Original, Ordinance - Substitute for 4.9.2019 Introduction, Additional Information for April 9, 2019 (3)

**Final Action:**  
**Enactment Date:**  
**Enactment #:**

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**SUBSTITUTE -  
STRIKE  
VERSION**

**PROPOSED BY: BROWNE, DONOVAN**  
**INTRODUCTION DATE: APRIL 9, 2019**

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

**AMENDING WHATCOM COUNTY CODE TITLE 3, ESTABLISHING A LOCAL  
EMPLOYMENT AND APPRENTICESHIP PROGRAM (LEAP)**

**WHEREAS**, a highly skilled workforce is essential for enhancing economic growth and the continued prosperity of all our citizens; and

**WHEREAS**, shortages of skilled construction workers limit job growth and affect our economy; and

**WHEREAS**, this "skills gap" problem will continue to grow, due to the large numbers of skilled worker retirements and increased construction activity; and

**WHEREAS**, the responsibility to train the next generation of skilled workers rests with both the public and private sectors and must be done before too much of the knowledge and experience of existing skilled workers is lost due to retirements; and

**WHEREAS**, apprenticeship is a proven, highly-effective training model allowing entry-level workers to gain experience in a highly skilled occupation through a combination of on-the-job training and classroom instruction; and

**WHEREAS**, growing participation in apprenticeship programs today will ensure a viable workforce in the construction trade industry tomorrow; and

**WHEREAS**, the fastest, easiest and cheapest way to increase the number of skilled workers is to improve the completion rate (currently less than 50%) of students participating in registered apprenticeships; and

**WHEREAS**, the cyclical nature of the construction industry can impact the availability of job training hours the apprentice is required to accumulate before they can receive a journey level certificate; and

**WHEREAS**, for apprenticeships to be perceived as a good alternative to college apprentices must have confidence that they can get enough on-the-job training hours to complete their education in the same number of years as college; and

**WHEREAS**, adding an apprenticeship percentage requirement to government contracts will help provide certainty of employment when it's needed most – during their apprenticeship; and

**WHEREAS**, Washington's traditional sources of high-wage, low-skilled work (forests and factories) is declining due to automation and global trade; and

**WHEREAS**, for there to be an increase in wages, there needs to be both an increase in the use of technology and highly-skilled workers; and

**WHEREAS**, if employers cannot find trained workers in Whatcom County, they will look to other places to locate their business facilities and create jobs; and

**WHEREAS**, apprenticeship programs can provide opportunity for disadvantaged youth and other individuals whose education has been disrupted to "learn and earn" their way to career path that offers the promise of a stable family wage future; and

**WHEREAS**, women and racial minorities have traditionally been under represented within the skilled trades; and

**WHEREAS**, Whatcom County is committed to working in partnership with labor, business and the Washington State Apprenticeship and Training Council to create a skilled

workforce that reflects the diversity of our population and promotes community development; and

**WHEREAS**, the need to provide more family-wage jobs is reflected in the County's Comprehensive Plan, and the County is seeking to encourage cooperative educational opportunities responsive to the changing needs of the workplace, both locally while increasing economic stability throughout Whatcom County; and

**WHEREAS**, since the 1990s, city, county, and port governments in Washington State have proven that apprenticeship utilization programs increase the number of people training as registered apprentices; and

**WHEREAS**, with RCW 39.04.320 the Washington State Legislature recognized in 2005 the importance of apprenticeship training programs and expanded requirements that state agencies require 15% of total labor hour be performed by approved apprentices for projects that cost \$1 million or more; and

**WHEREAS**, between 2006 and 2009, the number of registered apprentices actively training in Washington doubled after the state legislature expanded apprentice utilization in state public works contracting, with building and construction trades leading the way; and

**WHEREAS**, since 2012, agencies under the authority of the governor, local school districts, and four year institutions of higher education have phased in ~~required~~ a 15% apprentice utilization provision for projects that cost \$1 million or more; and

**WHEREAS**, a joint study from Washington General Administration and the Washington Department of Labor and Industries concluded that the state's apprentice utilization program is successful; and

**WHEREAS**, the Council finds that it would be in the best interests of the public health, safety and welfare for the County to phased in ~~required~~ an apprenticeship utilization goal which encourages employment of apprentices by requiring minimum level of 15% apprentice employment as a requirement in the awarding of qualifying public works construction contracts greater than \$1,000,000.

**NOW, THEREFORE, BE IT RESOLVED**, that Whatcom County Code Title 3 shall be amended to include a new chapter "CONSTRUCTION PROJECTS – APPRENTICE REQUIREMENTS" as outlined in the Exhibit A to this ordinance.

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

ATTEST:

WHATCOM COUNTY COUNCIL  
WHATCOM COUNTY, WASHINGTON

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

\_\_\_\_\_  
Rud Browne, Council Chair

WHATCOM COUNTY EXECUTIVE  
APPROVED AS TO FORM:

\_\_\_\_\_  
WHATCOM COUNTY, WASHINGTON

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

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

(    ) Approved            (    ) Denied

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

**EXHIBIT A**

WHATCOM COUNTY CODE CHAPTER X.XX  
CONSTRUCTION PROJECTS – APPRENTICE REQUIREMENTS

**Sections:**

- X.XX.010 Definitions.
- X.XX.020 Use of apprentices required for public works.
- X.XX.030 Administration.
- X.XX.040 EAP utilization plan.
- X.XX.050 Exceptions and waivers.
- X.XX.060 Monitoring.
- X.XX.070 Reporting.
- X.XX.080 Failure to meet utilization goal.

**X.XX.010 Definitions.**

Where used in this chapter, unless the context clearly requires otherwise, the following terms shall have the meaning and construction set forth herein:

- (1) "Apprentice" means an apprentice registered in an Approved Apprenticeship Program.
- (2) "Approved Apprenticeship Program" means an apprenticeship training program which: (a) is approved or recognized by the Washington State Apprenticeship and Training Council, and (b) all training and hours worked accumulate towards his/her graduation to journey level irrespective of any change of employer.
- (3) "Contractor" means a person, corporation, partnership, limited liability company, or joint venture entering into a contract with the County to construct a public work.
- (4) "Labor hours" refers to the total number of hours worked by workers receiving an hourly wage who are employed directly and by subcontractors upon the public works project and who are subject to state or federal prevailing wage requirements, and shall include additional hours worked as a result of a contract or project adjustment or pursuant to an agreed-upon change order.
- (5) "Minimum Apprentice Labor Hours" refers to labor hours actually worked on a public works project by apprentices expressed as a percentage of total labor hours. The minimum percentage of apprentice labor hours by project shall be:
  - a. For contracts less than \$1,000,000 there shall be no requirement;
  - b. For contracts advertised for bid before January 1, 2021 there shall be no requirement;
  - c. For contracts advertised for bid on or after January 1, 2021 estimated to cost three million dollars or more, no less than ten percent of the labor hours shall be performed by Apprentices.
  - d. For contracts advertised for bid on or after January 1, 2022 estimated to cost two million dollars or more, no less than twelve percent of the labor hours shall be performed by Apprentices.
  - e. For contracts advertised for bid on or after January 1, 2023, estimated to cost two million dollars or more for transportation roads and bridges, or one million dollars or more for all other projects, no less than fifteen percent of the labor hours shall be performed by Apprentices.
- (6) "Employee apprenticeship program (EAP)" refers to the requirements of this chapter and any administrative regulations applicable thereto.

- 1 (7) "EAP coordinator" refers to the person designated by the County Executive to  
2 administer and coordinate the employee apprenticeship program.  
3  
4 (8) "EAP utilization plan" refers to the plan for utilization of apprenticeship labor in a  
5 public work project.  
6  
7 (9) "Estimated cost" shall mean the anticipated cost of a public work, as determined by  
8 the County, based upon the expected costs of materials, supplies, equipment, and  
9 labor, but excluding taxes and contingency funds.  
10  
11 (10) "Notice to proceed" refers to the written authorization to the contractor under the  
12 public work contract to commence work.  
13  
14 (11) "Public work" refers to all County funded construction projects that constitute a  
15 public work pursuant to RCW 39.04.010 as now or hereafter amended and estimated  
16 to cost \$1,000,000 or more.  
17  
18 (12) "Subcontractor" means a person, corporation, partnership, limited liability company,  
19 or joint venture that has contracted with the contractor to perform all or part of the  
20 work to construct a public work by a contractor.  
21  
22 (13) "Director" means the Director of Public Works, or his or her designee, or successor  
23

24 **X.XX.020 Use of apprentices required for public works.**  
25

26 Apprentices shall be utilized on the construction of all public works in accordance with this  
27 chapter.  
28

29 **X.XX.030 Administration.**  
30

- 31 (1) Apprenticeship Program Goal.  
32 All contractors and subcontractors constructing or involved with the construction of  
33 public works, and all service providers involved with the construction of a public work,  
34 shall ensure that the combined Minimum Apprentice Labor Hours applicable for the size  
35 and bid date of the contract , are performed by Apprentices.  
36  
37 (2) Diversity Goals.  
38 The Director in consultation with the Council shall establish aspirational percentage  
39 goals for Apprentices who are women, disadvantaged youth, and those who are racial  
40 minorities. Contractors may be allowed to offer utilization below the aspirational  
41 percentage goals by substituting other efforts to meet the intent of building a trained  
42 construction workforce for a proportion of the utilization percentages for women,  
43 disadvantaged youth, and minorities.  
44  
45 (3) Contract Requirements.  
46 Contracts for such construction projects shall include provisions detailing the  
47 apprentice labor requirements.  
48  
49 (4) Submission of EAP Utilization Plan.  
50 All contractors shall submit an EAP utilization plan and shall meet with the EAP  
51 coordinator to review said EAP utilization plan prior to being issued a notice to  
52 proceed. Failure to submit an EAP utilization plan may be grounds for the County to  
53 withhold remittance of a progress payment until such plan is received from the  
54 responsible contractor. A meeting with the EAP coordinator prior to issuance of a  
55 notice to proceed shall be excused only when the EAP coordinator is unavailable to  
56 meet prior to the scheduled date for issuance of the notice to proceed and the  
57 contractor and the EAP coordinator have otherwise scheduled a meeting for the  
58 coordinator to review the contractor's plan. The contractor shall be responsible for



meeting the EAP utilization goal requirements of the contract, including all amendments and change orders thereto, and shall be responsible for overall compliance for all hours worked by subcontractors. To the extent practical, the contractor shall recruit apprentices from multiple trades or crafts.

#### **X.XX.040 EAP utilization plan.**

The EAP utilization plan shall meet the following requirements:

- (1) Shall be submitted on forms prepared or approved by the EAP coordinator;
- (2) Shall specify the planned labor hours for each trade or craft;
- (3) Shall provide for quarterly reports, as well as a final report, indicating the total labor hours and the apprenticeship hours utilized by the contractor and all subcontractors on the project; and
- (4) Shall include a description of how the contractor will satisfy the EAP utilization goal on the particular public work project and include a summary of outreach and recruitment procedures to hire apprentices to work on the project.

#### **X.XX.050 Exceptions and waivers.**

During the term of a construction contract subject to this chapter, the County may reduce or waive the apprentice labor hour goals upon determination that:

- (1) The contractor has demonstrated that it has utilized best efforts to meet the established percentage requirement but remains unable to fulfill the goal;
- (2) The contractor has demonstrated that insufficient apprentices are available to meet the EAP utilization goals;
- (3) The reasonable and necessary requirements of the contract render apprentice utilization infeasible at the required levels;
- (4) There exists a disproportionately high ratio of material costs to labor hours, which does not make feasible the required minimum level of apprentice participation;
- (5) There is no evening classes within 30 miles, or day classes within a 100 miles of the job site that the Apprentice can attend to meet the school requirements of their apprenticeship;
- (6) To the extent that apprentice labor hour goals are in conflict with funding agreements in place, including federal aid projects, in connection with the public work; or
- (7) For reasons deemed appropriate by the County Executive and not inconsistent with the purpose and goals of this chapter.

#### **X.XX.060 Monitoring.**

The County shall implement a system for monitoring the actual use of apprentices in construction projects subject to this chapter. Such monitoring shall include identifying individual apprentices by name and Washington State apprenticeship registration number; reviewing documents provided by the contractor showing total apprentice labor hours; determining the apprentice hours worked by minorities, disadvantaged youth, and women, and as available, persons with disabilities and economically disadvantaged youth; and assessing whether the contractor has complied with the apprenticeship requirement established in its contract.

#### **X.XX.070 Reporting.**

The County Executive shall report to the County council annually upon the use of apprentices for public work projects. The report shall include, to the extent it is available:

- (1) The percentage of labor hours actually worked by apprentices on each project and the total number of labor hours on each project;
- (2) The number of apprentices by contractor broken down by trade and craft category;
- (3) The number and percentage of minorities, women, persons with disabilities and disadvantaged youth utilized as apprentices on each project;

- 1 (4) The number of new apprentices indentured during the reporting year as a result of  
2 the County's apprenticeship requirements; and  
3 (5) The percentage of apprentices in training on County projects who have graduated to  
4 journey level during the reporting year.  
5 (6) All exemptions and waivers granted under section X.XX.050  
6

7 **X.XX.080 Failure to meet utilization goal.**  
8

9 (1) Hours Assessment.

10 Contracts for the construction of public work projects shall provide that contractors  
11 failing to meet the EAP utilization goals they committed to when bidding for County  
12 contracts shall be assessed an amount for each hour that is not achieved. The  
13 amount per hour shall be based on the extent the contractor or service provider met  
14 its goal. The amount per hour that shall be assessed shall be as follows:  
15

Percent of goal met	Assessment per unmet apprentice hour
100%	\$ 0.00
90% to 99%	\$ 2.50
75% to 89%	\$ 4.00
50% to 74%	\$ 5.50
1% to 49%	\$ 8.00
0%	\$12.00

23  
24 When determining the percent of goal that is met, all rounding shall be down to the  
25 nearest whole percent. No assessment shall be waived by the County unless it is  
26 determined by the County Executive to be in the best interests of the County, which  
27 determination shall be made after consultation with the EAP coordinator.  
28

29 (2) Deposit of Assessments.

30 All assessments imposed pursuant to this section shall be deposited into a separate  
31 account dedicated to support pre-apprenticeship, training and outreach programs  
32 within the County. Contributions need not be made for labor hours that have been  
33 adjusted in accordance with section X.XX.050.  
34  
35

SUBSTITUTE  
CLEAN  
VERSION

PROPOSED BY: **BROWNE, DONOVAN**  
INTRODUCTION DATE: **APRIL 9, 2019**

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

**AMENDING WHATCOM COUNTY CODE TITLE 3, ESTABLISHING A LOCAL  
EMPLOYMENT AND APPRENTICESHIP PROGRAM (LEAP)**

**WHEREAS**, a highly skilled workforce is essential for enhancing economic growth and the continued prosperity of all our citizens; and

**WHEREAS**, shortages of skilled construction workers limit job growth and affect our economy; and

**WHEREAS**, this "skills gap" problem will continue to grow, due to the large numbers of skilled worker retirements and increased construction activity; and

**WHEREAS**, the responsibility to train the next generation of skilled workers rests with both the public and private sectors and must be done before too much of the knowledge and experience of existing skilled workers is lost due to retirements; and

**WHEREAS**, apprenticeship is a proven, highly-effective training model allowing entry-level workers to gain experience in a highly skilled occupation through a combination of on-the-job training and classroom instruction; and

**WHEREAS**, growing participation in apprenticeship programs today will ensure a viable workforce in the construction trade industry tomorrow; and

**WHEREAS**, the fastest, easiest and cheapest way to increase the number of skilled workers is to improve the completion rate (currently less than 50%) of students participating in registered apprenticeships; and

**WHEREAS**, the cyclical nature of the construction industry can impact the availability of job training hours the apprentice is required to accumulate before they can receive a journey level certificate; and

**WHEREAS**, for apprenticeships to be perceived as a good alternative to college apprentices must have confidence that they can get enough on-the-job training hours to complete their education in the same number of years as college; and

**WHEREAS**, adding an apprenticeship percentage requirement to government contracts will help provide certainty of employment when it's needed most – during their apprenticeship; and

**WHEREAS**, Washington's traditional sources of high-wage, low-skilled work (forests and factories) is declining due to automation and global trade; and

**WHEREAS**, for there to be an increase in wages, there needs to be both an increase in the use of technology and highly-skilled workers; and

**WHEREAS**, if employers cannot find trained workers in Whatcom County, they will look to other places to locate their business facilities and create jobs; and

**WHEREAS**, apprenticeship programs can provide opportunity for disadvantaged youth and other individuals whose education has been disrupted to "learn and earn" their way to career path that offers the promise of a stable family wage future; and

**WHEREAS**, women and racial minorities have traditionally been under represented within the skilled trades; and

**WHEREAS**, Whatcom County is committed to working in partnership with labor, business and the Washington State Apprenticeship and Training Council to create a skilled

workforce that reflects the diversity of our population and promotes community development; and

**WHEREAS**, the need to provide more family-wage jobs is reflected in the County's Comprehensive Plan, and the County is seeking to encourage cooperative educational opportunities responsive to the changing needs of the workplace, both locally while increasing economic stability throughout Whatcom County; and

**WHEREAS**, since the 1990s, city, county, and port governments in Washington State have proven that apprenticeship utilization programs increase the number of people training as registered apprentices; and

**WHEREAS**, with RCW 39.04.320 the Washington State Legislature recognized in 2005 the importance of apprenticeship training programs and expanded requirements that state agencies require 15% of total labor hour be performed by approved apprentices for projects that cost \$1 million or more; and

**WHEREAS**, between 2006 and 2009, the number of registered apprentices actively training in Washington doubled after the state legislature expanded apprentice utilization in state public works contracting, with building and construction trades leading the way; and

**WHEREAS**, since 2012, agencies under the authority of the governor, local school districts, and four year institutions of higher education have phased in a 15% apprentice utilization provision for projects that cost \$1 million or more; and

**WHEREAS**, a joint study from Washington General Administration and the Washington Department of Labor and Industries concluded that the state's apprentice utilization program is successful; and

**WHEREAS**, the Council finds that it would be in the best interests of the public health, safety and welfare for the County to phased in an apprenticeship utilization goal which encourages employment of apprentices by requiring minimum level of 15% apprentice employment as a requirement in the awarding of qualifying public works construction contracts greater than \$1,000,000.

**NOW, THEREFORE, BE IT RESOLVED**, that Whatcom County Code Title 3 shall be amended to include a new chapter "CONSTRUCTION PROJECTS – APPRENTICE REQUIREMENTS" as outlined in the Exhibit A to this ordinance.

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

ATTEST:

WHATCOM COUNTY COUNCIL  
WHATCOM COUNTY, WASHINGTON

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

\_\_\_\_\_  
Rud Browne, Council Chair

WHATCOM COUNTY EXECUTIVE  
APPROVED AS TO FORM:

\_\_\_\_\_  
WHATCOM COUNTY, WASHINGTON

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

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

(    ) Approved      (    ) Denied

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

**EXHIBIT A**

WHATCOM COUNTY CODE CHAPTER X.XX  
CONSTRUCTION PROJECTS – APPRENTICE REQUIREMENTS

**Sections:**

- X.XX.010 Definitions.
- X.XX.020 Use of apprentices required for public works.
- X.XX.030 Administration.
- X.XX.040 EAP utilization plan.
- X.XX.050 Exceptions and waivers.
- X.XX.060 Monitoring.
- X.XX.070 Reporting.
- X.XX.080 Failure to meet utilization goal.

**X.XX.010 Definitions.**

Where used in this chapter, unless the context clearly requires otherwise, the following terms shall have the meaning and construction set forth herein:

- (1) "Apprentice" means an apprentice registered in an Approved Apprenticeship Program.
- (2) "Approved Apprenticeship Program" means an apprenticeship training program which: (a) is approved or recognized by the Washington State Apprenticeship and Training Council, and (b) all training and hours worked accumulate towards his/her graduation to journey level irrespective of any change of employer.
- (3) "Contractor" means a person, corporation, partnership, limited liability company, or joint venture entering into a contract with the County to construct a public work.
- (4) "Labor hours" refers to the total number of hours worked by workers receiving an hourly wage who are employed directly and by subcontractors upon the public works project and who are subject to state or federal prevailing wage requirements, and shall include additional hours worked as a result of a contract or project adjustment or pursuant to an agreed-upon change order.
- (5) "Minimum Apprentice Labor Hours" refers to labor hours actually worked on a public works project by apprentices expressed as a percentage of total labor hours. The minimum percentage of apprentice labor hours by project shall be:
  - a. For contracts less than \$1,000,000 there shall be no requirement;
  - b. For contracts advertised for bid before January 1, 2021 there shall be no requirement;
  - c. For contracts advertised for bid on or after January 1, 2021 estimated to cost three million dollars or more, no less than ten percent of the labor hours shall be performed by Apprentices.
  - d. For contracts advertised for bid on or after January 1, 2022 estimated to cost two million dollars or more, no less than twelve percent of the labor hours shall be performed by Apprentices.
  - e. For contracts advertised for bid on or after January 1, 2023, estimated to cost two million dollars or more for roads and bridges, or one million dollars or more for all other projects, no less than fifteen percent of the labor hours shall be performed by Apprentices.
- (6) "Employee apprenticeship program (EAP)" refers to the requirements of this chapter and any administrative regulations applicable thereto.



- 1 (7) "EAP coordinator" refers to the person designated by the County Executive to  
2 administer and coordinate the employee apprenticeship program.  
3  
4 (8) "EAP utilization plan" refers to the plan for utilization of apprenticeship labor in a  
5 public work project.  
6  
7 (9) "Estimated cost" shall mean the anticipated cost of a public work, as determined by  
8 the County, based upon the expected costs of materials, supplies, equipment, and  
9 labor, but excluding taxes and contingency funds.  
10  
11 (10) "Notice to proceed" refers to the written authorization to the contractor under the  
12 public work contract to commence work.  
13  
14 (11) "Public work" refers to all County funded construction projects that constitute a  
15 public work pursuant to RCW 39.04.010 as now or hereafter amended and estimated  
16 to cost \$1,000,000 or more.  
17  
18 (12) "Subcontractor" means a person, corporation, partnership, limited liability company,  
19 or joint venture that has contracted with the contractor to perform all or part of the  
20 work to construct a public work by a contractor.  
21  
22 (13) "Director" means the Director of Public Works, or his or her designee, or successor  
23

24 **X.XX.020 Use of apprentices required for public works.**  
25

26 Apprentices shall be utilized on the construction of all public works in accordance with this  
27 chapter.  
28

29 **X.XX.030 Administration.**  
30

- 31 (1) Apprenticeship Program Goal.  
32 All contractors and subcontractors constructing or involved with the construction of  
33 public works, and all service providers involved with the construction of a public work,  
34 shall ensure that the combined Minimum Apprentice Labor Hours applicable for the size  
35 and bid date of the contract , are performed by Apprentices.  
36  
37 (2) Diversity Goals.  
38 The Director in consultation with the Council shall establish aspirational percentage  
39 goals for Apprentices who are women, disadvantaged youth, and those who are racial  
40 minorities. Contractors may be allowed to offer utilization below the aspirational  
41 percentage goals by substituting other efforts to meet the intent of building a trained  
42 construction workforce for a proportion of the utilization percentages for women,  
43 disadvantaged youth, and minorities.  
44  
45 (3) Contract Requirements.  
46 Contracts for such construction projects shall include provisions detailing the  
47 apprentice labor requirements.  
48  
49 (4) Submission of EAP Utilization Plan.  
50 All contractors shall submit an EAP utilization plan and shall meet with the EAP  
51 coordinator to review said EAP utilization plan prior to being issued a notice to  
52 proceed. Failure to submit an EAP utilization plan may be grounds for the County to  
53 withhold remittance of a progress payment until such plan is received from the  
54 responsible contractor. A meeting with the EAP coordinator prior to issuance of a  
55 notice to proceed shall be excused only when the EAP coordinator is unavailable to  
56 meet prior to the scheduled date for issuance of the notice to proceed and the  
57 contractor and the EAP coordinator have otherwise scheduled a meeting for the  
58 coordinator to review the contractor's plan. The contractor shall be responsible for

meeting the EAP utilization goal requirements of the contract, including all amendments and change orders thereto, and shall be responsible for overall compliance for all hours worked by subcontractors. To the extent practical, the contractor shall recruit apprentices from multiple trades or crafts.

#### **X.XX.040 EAP utilization plan.**

The EAP utilization plan shall meet the following requirements:

- (1) Shall be submitted on forms prepared or approved by the EAP coordinator;
- (2) Shall specify the planned labor hours for each trade or craft;
- (3) Shall provide for quarterly reports, as well as a final report, indicating the total labor hours and the apprenticeship hours utilized by the contractor and all subcontractors on the project; and
- (4) Shall include a description of how the contractor will satisfy the EAP utilization goal on the particular public work project and include a summary of outreach and recruitment procedures to hire apprentices to work on the project.

#### **X.XX.050 Exceptions and waivers.**

During the term of a construction contract subject to this chapter, the County may reduce or waive the apprentice labor hour goals upon determination that:

- (1) The contractor has demonstrated that it has utilized best efforts to meet the established percentage requirement but remains unable to fulfill the goal;
- (2) The contractor has demonstrated that insufficient apprentices are available to meet the EAP utilization goals;
- (3) The reasonable and necessary requirements of the contract render apprentice utilization infeasible at the required levels;
- (4) There exists a disproportionately high ratio of material costs to labor hours, which does not make feasible the required minimum level of apprentice participation;
- (5) There is no evening classes within 30 miles, or day classes within a 100 miles of the job site that the Apprentice can attend to meet the school requirements of their apprenticeship;
- (6) To the extent that apprentice labor hour goals are in conflict with funding agreements in place, including federal aid projects, in connection with the public work; or
- (7) For reasons deemed appropriate by the County Executive and not inconsistent with the purpose and goals of this chapter.

#### **X.XX.060 Monitoring.**

The County shall implement a system for monitoring the actual use of apprentices in construction projects subject to this chapter. Such monitoring shall include identifying individual apprentices by name and Washington State apprenticeship registration number; reviewing documents provided by the contractor showing total apprentice labor hours; determining the apprentice hours worked by minorities, disadvantaged youth, and women, and as available, persons with disabilities and economically disadvantaged youth; and assessing whether the contractor has complied with the apprenticeship requirement established in its contract.

#### **X.XX.070 Reporting.**

The County Executive shall report to the County council annually upon the use of apprentices for public work projects. The report shall include, to the extent it is available:

- (1) The percentage of labor hours actually worked by apprentices on each project and the total number of labor hours on each project;
- (2) The number of apprentices by contractor broken down by trade and craft category;
- (3) The number and percentage of minorities, women, persons with disabilities and disadvantaged youth utilized as apprentices on each project;

- 1 (4) The number of new apprentices indentured during the reporting year as a result of  
2 the County's apprenticeship requirements; and  
3 (5) The percentage of apprentices in training on County projects who have graduated to  
4 journey level during the reporting year.  
5 (6) All exemptions and waivers granted under section X.XX.050  
6

7 **X.XX.080 Failure to meet utilization goal.**  
8

9 (1) Hours Assessment.

10 Contracts for the construction of public work projects shall provide that contractors  
11 failing to meet the EAP utilization goals they committed to when bidding for County  
12 contracts shall be assessed an amount for each hour that is not achieved. The  
13 amount per hour shall be based on the extent the contractor or service provider met  
14 its goal. The amount per hour that shall be assessed shall be as follows:  
15

Percent of goal met	Assessment per unmet apprentice hour
100%	\$ 0.00
90% to 99%	\$ 2.50
75% to 89%	\$ 4.00
50% to 74%	\$ 5.50
1% to 49%	\$ 8.00
0%	\$12.00

23  
24 When determining the percent of goal that is met, all rounding shall be down to the  
25 nearest whole percent. No assessment shall be waived by the County unless it is  
26 determined by the County Executive to be in the best interests of the County, which  
27 determination shall be made after consultation with the EAP coordinator.  
28

29 (2) Deposit of Assessments.

30 All assessments imposed pursuant to this section shall be deposited into a separate  
31 account dedicated to support pre-apprenticeship, training and outreach programs  
32 within the County. Contributions need not be made for labor hours that have been  
33 adjusted in accordance with section X.XX.050.  
34  
35



# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2019-043

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<b>File ID:</b>	AB2019-043	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	01/07/2019	<b>Entered by:</b>	DBrown@co.whatcom.wa.us		
<b>Department:</b>	County Council Office	<b>File Type:</b>	Discussion		

**First Assigned to:** Council Criminal Justice and Public Safety Committee

<b>Agenda Date:</b>	04/23/2019	<b>Next Mtg. Date:</b>	04/09/2019	<b>Hearing Date:</b>	
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### TITLE FOR AGENDA ITEM:

Discussion/update on proposed ordinance repealing and replacing Whatcom County Code 1.28, Standards for Correctional Facilities

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

With the enactment of Ordinance No. 87-85, the County adopted facility standards for the Whatcom County Jail. This ordinance was eventually codified under Chapter 1.28 of the Whatcom County Code, Standards for Correctional Facilities. These standards were originally adopted to comply with RCW 70.48.071, a new state law requiring Counties to adopt standards for correctional facilities. At that time, Whatcom County elected to adopt existing state standards and, over time, those standards have changed, become outdated and/or have been repealed. The County is currently operating under WCC 1.28, a code with outdated standards that expose the County to the risk of civil liability. As a result, the Prosecutor Attorney's Office has recommended that the Sheriff request the County Council to adopt an ordinance repealing the current provisions in Chapter 1.28 of the Whatcom County Code in their entirety, and replacing it with the provisions in Exhibit "A."

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### HISTORY OF LEGISLATIVE FILE

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Date:	Acting Body:	Action:	Sent To:
01/15/2019	Council Criminal Justice and Public Safety Committee	HELD IN COMMITTEE	Council Criminal Justice and Public Safety Committee
02/26/2019	Council Criminal Justice and Public Safety Committee	DISCUSSED	

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**Attachments:** Staff Memo, Proposed Ordinance, Proposed Language to Repeal

**Final Action:**  
**Enactment Date:**  
**Enactment #:**



**WHATCOM COUNTY  
SHERIFF'S OFFICE**

**BILL ELFO**  
SHERIFF



PUBLIC SAFETY BUILDING  
311 Grand Avenue  
Bellingham, WA 98225-4038  
(360) 778-6600

**MEMORANDUM**

**RECEIVED**

**NOV 21 2018**

**JACK LOUWS**  
COUNTY EXECUTIVE

TO: County Executive  
County Council

FROM: Bill Elfo, Sheriff

A handwritten signature in blue ink, appearing to read "Bill Elfo", is written over the printed name.

DATE: November 21, 2018

SUBJECT: Request to Repeal and Replace Whatcom County Ordinance Chapter 1.28 "STANDARDS FOR CORRECTIONAL FACILITIES"

I am writing to you today to provide some explanation regarding an ordinance repeal request submitted to you via the County Executive, and in consultation with the Whatcom County Prosecutor's Office. The reason for the proposed ordinance repeal and replace action is that the current Chapter 1.28 of the Whatcom County Code (WCC) is obsolete, inconsistent with best practices and ineffective. The current ordinance should be replaced in its entirety, and replacing it with the provisions contained in Exhibit A, attached hereto. Day to day procedures and operations and the standards for those operations and procedures should reside in the written regulations, policies and procedures of the Sheriff's Office. Otherwise it is too cumbersome to revise, update and manage those critical policies as practices change and case law evolves. This would exclude, however the facility standards that are contained in the applicable building codes.

You may question as to why we are now requesting to repeal and replace a long-outdated section of the Code. Previously the legal advice we had received was that there is a provision in the code that allows the standards to be suspended during times of over-crowding. Since the main jail has had a long, ongoing status of being overcrowded, the standards were considered to be suspended. With the recent strategy of population draw down, new jail use agreements, and contracting with outside correctional facility for placement of Whatcom County and local City inmates, we have stabilized the population to an acceptable level and the argument that overcrowding suspends the obsolete code no longer suffices. Legal analysis has confirmed this and we concurred with the Prosecuting Attorney's Office that work should commence to review our body of policy and standards (outside of the code) to assure that existing policies, guidelines, procedures and requirements sufficiently exist. We prepared a spreadsheet to cross reference all the code sections and requirements with current sections of our various policies to assure that all applicable areas are covered by a policy or other written standards.

**History of the County Code, Chapter 1.28** Upon enactment of Ordinance No. 87-85, the County Council adopted facility standards for the Whatcom County Jail in 1987. This ordinance was eventually codified as chapter 1.28 WCC, *Standards for Correctional Facilities*. This was done to comply with RCW 70.48.071, a then new state law requiring Counties to adopt standards for correctional facilities. At that time, Whatcom County elected to adopt existing state standards. These standards expired in 2006 along with the elimination of the State Jail Commission.

Over the course of thirty years, new legislation and case law has invalidated many of the standards contained in our existing code. WCC 1.28 is no longer compliant with the law. To avoid significant exposure to civil liability, the County should repeal WCC 1.28 and bring the County into compliance with current law.

Some examples of serious problems with WCC 1.28:

1) WCC 1.28 contains outdated standards:

In 1987, WCC 1.28 reflected the most recent standards, laws and best practices. Over time, these standards were changed, amended and/or repealed. For example, the old standards provide for “choke holds” as a method of restraint. Today, this practice is no longer an acceptable form of restraint. New standards, not provided for in our code, include regulating the types of restraints used on pregnant women and those used in strip searches, the prevention of prison rape, the required level of medical care to be provided to offenders, and the evolution of electronics. WCC 1.28 was adopted in 1987, has never been amended, and is now outdated and no longer compliant with new legislation or modern standards we use today.

2) WCC 1.28 is too narrowly written:

WCC 1.28 is narrowly written to address specific contexts and does not provide any flexibility for change. The standards for correctional facilities are continuously changing and our code fails to reflect the standards set by new legislation, case law or national standards for best practices as they currently exist. WCC 1.28 must be repealed as the standards are narrowly written and cannot be changed without rewriting the entire code.

3) WCC 1.28 conflicts with standards/laws:

WCC 1.28.030 provides “physical plant standards” that conflict with existing building codes and national standards developed by the American Corrections Association for correctional facilities. For example, the old standards provide for the type of wall finishing and the type of sink and faucet required to be used in a corrections facility infirmary, along with the number of foot-candles for lighting in each housing unit. These standards conflict with current building and safety codes and are in violation of federal, state and national safety standards.

**Current Practice in other WA Counties:** An electronic search of county codes related to correctional facilities within Washington State produced the following information:

- A majority of counties (27) in Washington do not have code provisions governing their correctional facilities. The counties that have codes adopted their own standards, the state standards, or have referenced the policy and procedure manuals they have utilized in developing their own standards for correctional facilities.
- The counties that adopted the state standards have either rewritten their entire code, repealed their code, or their code remains outdated and unchanged like ours.

**Proposed alternative to current code language:** Replace the current code sections and language with the following simplified sections specifying the responsibility to maintain current operational standards, rules, policies and procedures to conform with legal requirements.

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

REPEAL WHATCOM COUNTY CODE 1.28 IN ITS ENTIRETY

**WHEREAS**, in 1987, Chapter 70.48 RCW, the City and County Jails Act, was adopted; and

**WHEREAS**, RCW 70.48.071 specifically provided that "...local government that own or operate adult correctional facilities shall, individually or collectively, adopt standards for the operation of those facilities no later than January 1, 1988..." and

**WHEREAS**, the state jail commission standards were adopted for correctional facilities in Title 289 WAC, *Corrections Standards Board*;

**WHEREAS**, to comply with RCW 70.48.071, the Whatcom County Council adopted the same state standards contained in Title 289 WAC in their entirety through its enactment of Ordinance No. 87-85, and this ordinance was ultimately codified in chapter 1.28 of the Whatcom County Code (WCC), *Standards for Correctional Facilities*; and

**WHEREAS**, in 2006 all sections of Title 289 WAC were repealed and decodified as they were outdated; and

**WHEREAS**, Whatcom County's identical standards are similarly outdated; and

**WHEREAS**, the Whatcom County Sheriff's Office is unable to comply with the standards and requirements under WCC 1.28 as codified, thus exposing Whatcom County to potential civil liability; and

1  
2       **WHEREAS**, the Whatcom County Sheriff's Office requests the repeal of the current  
3 provisions in WCC 1.28 in their entirety, and replacing them with the provisions in Exhibit A,  
4 attached hereto.  
5

6  
7       **NOW, THEREFORE, BE IT ORDAINED** by the Whatcom County Council that the  
8 current WCC 1.28 be repealed and replaced with the language in Exhibit A.  
9

10  
11       **ADOPTED** this \_\_\_\_ day of November, 2018.  
12

13  
14  
15       ATTEST:

WHATCOM COUNTY COUNCIL  
WHATCOM COUNTY, WASHINGTON

16  
17  
18 \_\_\_\_\_  
19 Dana Brown-Davis, Clerk of the Council

\_\_\_\_\_  
(Rud Browne), Council Chair

20  
21  
22       APPROVED AS TO FORM:

WHATCOM COUNTY EXECUTIVE  
WHATCOM COUNTY, WASHINGTON

23  
24 \_\_\_\_\_  
25 Royce Buckingham  
26 Civil Deputy Prosecutor

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

27  
28       (    ) Approved       (    ) Denied  
29

30       Date Signed: \_\_\_\_\_  
31  
32



# Exhibit “A”

## Chapter 1.28

### STANDARDS FOR CORRECTIONAL FACILITIES

#### 1.28.010 General

A. The rules in this chapter shall apply to “Adult Correctional Facilities” within Whatcom County. “Adult Correctional Facilities” shall be defined as facilities used for housing of adult persons serving terms not exceeding one year for the purposes of punishment, correction and rehabilitation following conviction of a criminal offense, and/or facilities used for housing adult persons being held while awaiting adjudication of a criminal offense.

B. When the word “shall” is used in this chapter, it is used as an imperative and must be considered mandatory. When the term “may” is used in this chapter, it is used as directory only and is not mandatory but rather permissive.

#### 1.28.11 Operational standards

A. The Whatcom County Sheriff shall have the express authority to adopt any and all operational standards, rules, and procedures for the Whatcom County Sheriff’s Office Corrections Bureau as needed. The Sheriff may adopt, revise, implement and/or update these standards at any time and as needed to conform with federal, state, and local laws and regulations.

B. These standards are collectively established within the *Sheriff’s Office General Policies*, the *Sheriff’s Office Corrections Bureau Operational Policies and Procedures*, and the *Medical Policies and Procedures* of the Jail Health Program. All operational standards and any amendments thereafter shall be retained by the Whatcom County Sheriff’s Office.

C. All operational standards related to the physical plant, regulated by the International Building Code and/or federal, state or local laws, shall be maintained and enforced by County Administrative Services.

## LANGUAGE TO BE REPEALED

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### Chapter 1.28 STANDARDS FOR CORRECTIONAL FACILITIES

#### Sections:

- ~~1.28.010 General.~~
- ~~1.28.020 Definitions.~~
- ~~1.28.030 Physical plant standards.~~
- ~~1.28.040 General administration.~~
- ~~1.28.050 Staff positions.~~
- ~~1.28.060 Training.~~
- ~~1.28.070 Records.~~
- ~~1.28.080 Emergency procedures.~~
- ~~1.28.090 Fire prevention—Suppression.~~
- ~~1.28.100 Overcrowding.~~
- ~~1.28.110 Use of force.~~
- ~~1.28.120 Admissions.~~
- ~~1.28.130 Preclassification.~~
- ~~1.28.140 Orientation.~~
- ~~1.28.150 Classification—Segregation.~~
- ~~1.28.160 Good time.~~
- ~~1.28.170 Release and transfer.~~
- ~~1.28.180 Transportation.~~
- ~~1.28.190 Staffing.~~
- ~~1.28.200 Supervision—Surveillance.~~
- ~~1.28.210 Critical articles.~~
- ~~1.28.220 Prisoner rights.~~
- ~~1.28.230 Discipline.~~
- ~~1.28.240 Grievance procedure.~~
- ~~1.28.250 Responsible physician and licensed staff.~~
- ~~1.28.260 Health care policy and procedures.~~
- ~~1.28.270 Health screening.~~
- ~~1.28.280 Access to health care.~~
- ~~1.28.290 Health care training.~~
- ~~1.28.300 Medications control.~~
- ~~1.28.310 Health care records.~~
- ~~1.28.320 Special medical issues.~~
- ~~1.28.330 Access to facilities.~~
- ~~1.28.340 Food.~~
- ~~1.28.350 Clothing—Bedding—Personal items.~~
- ~~1.28.360 Sanitation.~~
- ~~1.28.370 Services.~~
- ~~1.28.380 Programs.~~
- ~~1.28.390 Telephone usage.~~
- ~~1.28.400 Mail.~~
- ~~1.28.410 Visitation.~~
- ~~1.28.420 Severability.~~

1.28.010 ~~General.~~

A. The rules set forth in this chapter shall apply to correctional facilities generally within Whatcom County, but shall not apply to holding facilities, detention facilities, work release facilities or juvenile facilities unless they are specifically mentioned in the provisions set forth in this chapter.

## LANGUAGE TO BE REPEALED

~~B. When the word "shall" is used in this chapter it is used as an imperative and must be considered mandatory; whereas when the term "may" is used in this chapter it is used as directory only and is not mandatory but rather permissive. (Ord. 87-85 (part)).~~

### ~~1.28.020 Definitions.~~

~~The following words and phrases shall have the meaning indicated whenever used in this chapter unless a different meaning is specifically indicated:~~

~~A. "Correctional facility" means a facility operated by a governing unit primarily designed, staffed and used for housing of adult persons serving terms not exceeding one year for the purposes of punishment, correction and rehabilitation following conviction of a criminal offense.~~

~~B. "Detention facility" means a facility operated by a governing unit primarily designed, staffed and used for the temporary housing of adult persons charged with a criminal offense prior to trial or sentencing and for the housing of adult persons for purposes of punishment and correction after sentencing of persons serving terms not to exceed 90 days.~~

~~C. "Holding facility" means a facility operated by a governing unit primarily designed, staffed and used for the temporary housing of adult persons charged with a criminal offense prior to trial or sentencing and for the temporary housing of such persons during or after trial and/or sentencing, but in no instance shall the housing exceed 30 days.~~

~~D. "Juvenile facility" means a facility separated or removed from any jail or police station, which is in charge of a matron, wherein all children within the provision of RCW Title 13 shall be sheltered. (Ord. 87-85 (part)).~~

### ~~1.28.030 Physical plant standards.~~

~~1. Functional Areas. Sleeping and living areas shall be designed to provide adequate confinement, reasonable prisoner to prisoner privacy, sight and sound surveillance and protection for prisoners and staff.~~

~~2. Single Occupancy Cells. Seventy-two square feet or larger with not less than eight-foot ceilings. A single occupancy cell should contain not less than 50 square feet of clear floor space.~~

~~3. Day Room Areas. A minimum of 35 square feet per prisoner, but not less than a total of 144 square feet.~~

~~4. Dormitories, When Included. A minimum and maximum capacity of eight to 10 males or four to 10 females and 60 square feet of floor space per prisoner in semiprivate sleeping areas. The dormitory shall also include day room space, and not less than 10-foot ceiling if double bunks are used.~~

~~5. Program, Recreation and Exercise Areas. Detention and correctional facilities shall provide adequate indoor program and recreation area(s) and a multipurpose outdoor exercise and activity area.~~

~~6. Kitchen and Dining Facilities. When kitchen facilities are included, such facilities shall be adequate for the sanitary preparation of three nutritionally balanced meals per day.~~

~~7. Dining area(s) shall allow conversational opportunities in adequate surroundings. Meals shall not be served in cells, except where necessary for the health, security and/or well-being of prisoners and staff.~~

~~8. Examining Room, Infirmary and Medical Isolation. Detention and correctional facilities shall provide space to be used as a medical examining room. This space may be multipurpose, but when used as an examining room it shall provide sight and sound privacy and be equipped with natural spectrum fluorescent lighting, a hand-washing lavatory with a gooseneck spout, either foot, knee, push plate, electric eye beam or equivalent faucet controls, and sufficient lockable storage for medical equipment and supplies.~~

~~9. When an infirmary is located within the facility space it shall allow a minimum of three feet between the perimeter of each bed and walls, beds and any fixed obstruction; provided, that this three-foot requirement does not apply to the distance between the head of a bed and the wall. The infirmary shall be equipped with its own lavatory, toilet, shower and bathtub.~~

## LANGUAGE TO BE REPEALED

- ~~10. Visitation and Confidential Consultation. Space for visitation shall be included in detention and correctional facilities. Such space shall allow surveillance and the degree of control over physical contact deemed necessary by jail management for visible control, and shall simultaneously provide adequate seating for prisoners and their visitor(s).~~
- ~~11. Detention and correction facilities shall provide adequate facilities for confidential consultation(s).~~
- ~~12. Laundry. If laundry facilities are provided within the jail, such facilities shall be adequate for sanitary washing and drying of the jail laundry. Separate areas should be arranged for storage and sorting of soiled laundry and for the sorting, folding and storage of clean laundry.~~
- ~~13. Storage. Detention and correctional facilities shall include one or more secure storage area(s) for the storage of prisoner personal clothing and property and for necessary jail equipment and supplies.~~
- ~~14. Supervisory Stations. Sufficient space and equipment for the facility supervisor shall be provided in an area secure from prisoner access. An adequate control room shall be secure from an unauthorized access and it shall be capable for controlling access to and facility by the general public.~~
- ~~15. Sight and sound surveillance equipment, when used, shall be monitored in the control room or at the control panel and remote control operating devices shall also be in the control room. The control room shall be equipped with a sink and toilet.~~
- ~~16. Booking and Reception Areas. The booking area(s) shall include, but not be limited to, rest room facilities with shower, a "strip search" room, holding cell(s) (may be multiple occupancy), telephone and space for photographing, fingerprinting, delousing, intoxication determinations and health screening.~~
- ~~17. Building Codes. All standards contained in the current Washington building code established by RCW 19.27.030, the electrical wiring provisions of RCW Chapter 19.28, and more restrictive local standards shall be followed in all new jail construction.~~
- ~~18. Materials for Walls, Floors and Ceiling. In all jail facilities, walls, floors and ceilings shall be constructed with materials adequate to attain the degree of security required for each area of the facility. Such materials shall be easily cleanable, provide minimum sound transmission and fire protection. Polyurethane, neoprene or similar type materials shall not be used in padded cells. All paint used in a jail facility shall be fire resistant and nontoxic.~~
- ~~19. Entrances and Exits. Detention and correctional facilities shall have two secure vestibules for ingress and egress.~~
- ~~20. Elevators shall have no less than six feet by four feet inside dimensions.~~
- ~~21. A secure area shall be provided for loading and unloading prisoners.~~
- ~~22. Windows and/or Skylights. Windows and/or skylights shall be sufficient to provide natural light to all living areas, yet locations shall assure security from escape and introduction of contraband.~~
- ~~23. Noise Level. Noise level shall conform to the requirements of Chapter 173-60 WAC (Maximum environmental noise levels).~~
- ~~24. Prisoner living areas, inspection corridors and vestibules shall have secure lights with outside switch control. No electrical conduit shall be accessible from any cell, though each living unit may contain outlets and switches, provided they are unilaterally controllable by staff.~~
- ~~25. Lighting. Illumination at all times shall be adequate for security and surveillance, and daytime and evening illumination shall be sufficient to permit prisoners to read in their cells (30 footcandles at 30 inches minimum, 100 footcandles at 30 inches for medical examining areas, 50 footcandles at 30 inches for work areas).~~
- ~~26. Water Supply. There shall be an adequate supply of sanitary hot and cold water available at all times to prisoners. Hot water for general use shall be adequate.~~

## LANGUAGE TO BE REPEALED

~~27. Plumbing—Toilets, Lavatories, Showers and Floor Drains. There shall be at least one toilet and lavatory for every eight prisoners. Separate facilities shall be provided for each sex.~~

~~28. A minimum of one shower head shall be provided for every 10 prisoners.~~

~~29. Floor drains shall be constructed to serve all cells, dormitories and other areas where necessary to facilitate cleaning. Floor drains shall be located outside the cell space to reduce the incidence of tampering and flooding. Plumbing connection and pipes shall be secure from uncontrolled access by prisoners.~~

~~30. Heating, Ventilation and Air Conditioning. The systems shall maintain mean temperatures between 65 and 85 degrees Fahrenheit.~~

~~31. The ventilating system shall provide for the number of air changes per hour as specified in the Uniform Building Code.~~

~~32. Support Systems—Fire Detection and Suppression. All correction facilities and detention facilities shall have smoke and fire detection and alarm equipment. Fire alarm systems shall conform to all state and local fire regulations. Sprinklers shall not be required within cells and conflicting requirements of local code provisions are preempted, when all other applicable code provisions relating to fire safety are met and an effective smoke control system is incorporated in the facility design.~~

~~33. Emergency Power. All detention and correctional facilities shall be equipped with emergency power sources with sufficient capacity to maintain communications and alarm systems, to move one jail elevator, where one exists, to provide minimum lighting within the facility and perimeter, and for the preparation of a light meal.~~

~~34. Minimum Security Facilities. Jail facilities shall be constructed to totally separate areas for housing prisoners who are allowed to go outside the jail regularly from all other prisoner areas. (Ord. 87-85 (part)).~~

### ~~1.28.040 General administration.~~

~~A. The chief law enforcement officer or his designee shall develop and maintain an organizational chart and an operations manual of policies and procedures.~~

~~B. Such chart and manual shall be reviewed by all staff and such review noted by signature prior to any assignment.~~

~~C. All jail policies and procedures should be reviewed and revised as appropriate on a continuing basis but at least annually. (Ord. 87-85 (part)).~~

### ~~1.28.050 Staff positions.~~

~~A. Written job descriptions shall define the responsibilities and designate the qualifications for each staff position.~~

~~B. Qualifications for correctional officers who have direct responsibility over prisoners and who are hired on or after the effective date of these minimum standards shall include, but not be limited to, a high school diploma, or equivalent.~~

~~C. All jail staff shall be selected in accordance with RCW Chapter 41.14 and/or other applicable legal requirements and shall be retained upon proven ability to perform.~~

~~D. Appropriate physical fitness standards should be set and enforced for all jail staff. (Ord. 87-85 (part)).~~

### ~~1.28.060 Training.~~

~~All correctional facilities shall provide preservice orientation to each newly hired jail staff member prior to being assigned to duty, regardless of his or her previous training or experience, prior to the assignment of any jail duties. Such training may be provided either by existing jail staff or other qualified persons, and must be verified by a written outline, and shall include, but not necessarily be limited to:~~

~~A. Review and understanding of all policies and procedures relating to his/her job responsibilities, specifically:~~

- ~~1. Agency organization;~~
- ~~2. Admission and release procedures;~~
- ~~3. Security and safety procedures;~~



## LANGUAGE TO BE REPEALED

- ~~4. Contraband control, definition of, etc.,~~
- ~~5. Prisoner discipline,~~
- ~~6. Medical and mental health procedures,~~
- ~~7. Use of force,~~
- ~~8. Confidentiality of jail records;~~

~~B. Review of the Washington criminal justice system and custodial care standards as they relate to jail duties;~~

~~C. Identification and understanding of the function of agencies whose authority may extend to the jail's prisoners;~~

~~D. Appropriate training and qualifications in the use of weapons when jail duties include possession or carrying of a firearm;~~

~~E. All persons directly responsible for the supervision of prisoners shall successfully complete the Washington State Criminal Justice Training Commission basic correctional academy within the first six months of their employment, as required by WAC 139-36-010, unless such training has already been received;~~

~~F. Staff training shall further include such training as required by Section 1.28.290. (Ord. 87-85 (part)).~~

### ~~1.28.070 Records.~~

~~A. The chief law enforcement officer or his designee for each correctional facility shall establish a records system which shall comply with the requirements of this section.~~

~~B. Fiscal. Each detention and correctional facility shall maintain records which clearly indicate facility operation and maintenance costs according to generally accepted accounting principles. Such records shall separate specific jail functions from other department functions.~~

~~C. Confidentiality. All jail facility personnel shall be advised of the statutory provisions for confidentiality of jail records under RCW 70.48.100(2).~~

~~D. Individual Prisoner Records. The information required by the booking and release form shall be obtained for each booking and release. Such information will be retained in written form or within computer records. Other information retained in each prisoner's jail records shall include, but not be limited to, reports of disciplinary actions and/or unusual occurrences, and, in case of death, disposition of prisoner's property and remains.~~

~~E. Medical. Health care records shall be maintained separately in accordance with Section 1.28.310, to the extent necessary to maintain their confidentiality.~~

~~F. Prisoner Access. Each prisoner shall be permitted reasonable access to his jail record, or reasonable access to information contained therein, and such access may be limited only on substantial grounds of institutional security.~~

~~G. Transfer. When a prisoner is transferred to another facility, copies or summaries of all health records shall be transferred to the receiving facility; provided, that the requirements of Section 1.28.310 regarding confidentiality are followed. Applicable court orders shall be transferred. Summaries or copies of disciplinary records shall be transferred where such information may serve a substantial governmental interest in the safety or security of the receiving institution.~~

~~H. Population Reports. Each correction facility shall complete monthly reports on its population and shall be kept in accordance with the record retention schedule.~~

~~I. Population Accounting. Each correctional facility should, in addition, maintain an ongoing and a permanent accounting of its population by its own confinement categories, location or classification within the jail.~~

~~J. Jail Register. Each jail shall maintain an accurate jail register as required by RCW 70.48.100.~~

~~K. Infraction and Disciplinary. The chief law enforcement officer or his designee shall maintain a written record of all incidents which result in substantial property damage or bodily harm, or serious threat of substantial property damage or bodily harm. Major infraction reports and disciplinary actions shall become part of the prisoner's jail record.~~

## LANGUAGE TO BE REPEALED

~~L. Incidents and Emergencies. All serious incidents and emergencies shall be recorded. For purposes of this section, the term "serious incidents and emergencies" includes, but is not limited to any death which occurs within a jail, attempted suicides, epidemics, completed escapes, any completed assault upon staff or prisoners, fires which result in any property damage or when any person is injured, flooding or other natural disasters or riots.~~

~~M. Incident Reports. An incident report shall be completed on any death, completed escape or fire. All such incident reports for a given month shall be maintained on a monthly basis with a monthly population accounting form. A copy of all incident reports shall be retained at the jail.~~

~~N. Activity Log. All jails should keep a log of daily activity within the facility for future accountability.~~

~~O. Personnel Training. Training records shall be maintained for each staff member employed by a detention or correctional facility.~~

~~P. Personnel Performance. Performance records should be maintained for each staff member employed by a detention or correctional facility and should be kept in their personnel file. (Ord. 87-85 (part)).~~

### ~~1.28.080 Emergency procedures.~~

~~A. The chief law enforcement officer or his designee shall formulate written emergency procedures relative to escapes, riots, rebellions, assaults, injuries, suicides or attempted suicides, outbreak of infectious disease, fire, acts of nature, and any other type of major disaster or disturbance. The emergency plan shall outline the responsibilities of jail facility staff, evacuation procedures and subsequent disposition of the prisoners after removal from the area or facility. Such plan shall be formulated in cooperation with the appropriate supporting local government units.~~

~~B. Emergency plans shall always be available to the officer in charge of the jail, and all personnel shall be aware of, and trained in, the procedures. (Ord. 87-85 (part)).~~

### ~~1.28.090 Fire prevention — Suppression.~~

~~A. The department of corrections or chief law enforcement officer shall consult with the local fire department having jurisdiction over the facility in developing a written fire prevention and suppression plan which shall include, but not be limited to:~~

- ~~1. A fire prevention plan to be part of the operations manual of policies and procedures;~~
- ~~2. A requirement that staff are alert to fire hazards during their daily rounds;~~
- ~~3. Fire prevention inspections at least semiannually by the fire department having jurisdiction; provided, that when such inspections cannot be obtained from such fire department the facility shall provide such inspections by an independent, qualified source;~~
- ~~4. A regular schedule for inspections, testing and servicing fire suppression equipment.~~

~~B. Results of all fire department inspections shall be kept on file at the jail, together with records of actions taken to comply with recommendations from such reports. (Ord. 87-85 (part)).~~

### ~~1.28.100 Overcrowding.~~

~~A. No prisoner shall be required to sleep directly on the floor for any length of time, or on a mattress on the floor in excess of one 72-hour period, unless there are reasonable grounds to believe that such provisions are necessary to prevent the prisoner from damaging property, inflicting bodily harm to himself or others, or substantially compromising the security of the jail.~~

~~B. Existing Jails. The chief law enforcement officer or his designee shall propose a maximum capacity for each detention or correctional facility within his or her jurisdiction. This capacity shall reflect a judgment as to the maximum number of prisoners who may be housed within the facility in a humane fashion.~~

## LANGUAGE TO BE REPEALED

~~C. Overcrowding. The maximum capacity may be exceeded to the extent that the average daily population for any calendar month does not exceed the established maximum capacity.~~

~~D. Any report of conditions of overcrowding required under this section shall be considered as a notice of an emergency suspension of standards.~~

~~E. The chief law enforcement officer or his designee shall establish, with the cooperation of the presiding judge of the superior court, a procedure for release of prisoners before the end of their term or the transfer to other approved facilities when overcrowding occurs as defined in this chapter.~~

~~F. In the event of overcrowding caused in part by the existence of state prisoners, the chief law enforcement officer or his designee shall contact the state department of corrections in an effort to have such prisoners removed.~~

~~G. In the event of overcrowding caused in part by the existence of federal prisoners, the chief law enforcement officer or his designee shall contact the appropriate federal agency in an effort to have such prisoners removed. (Ord. 87-85 (part)).~~

### ~~1.28.110 Use of force.~~

~~A. The chief law enforcement officer or his designee shall establish and maintain written policies and procedures regarding the use of force and the use of deadly force, which shall be consistent with this section.~~

~~B. Only lawful and reasonable force to the person of a prisoner shall be used.~~

~~C. Deadly force shall not be used on a prisoner unless the person applying the deadly force believes that the prisoner poses an immediate threat of death or grievous physical injury to an officer or employee of a jail or any other person, or to prevent the escape of a prisoner arrested for a felony, and that the officer believes that other reasonable and available alternatives would be effective.~~

~~D. A written report on the use of such force or deadly force shall be made. In the case of deadly force a written report shall be made by each staff member involved or observing the use of such force. The report(s) shall be reviewed by the chief law enforcement officer or his designee who shall, if appropriate, investigate the incident further and make a determination whether appropriate, justified or reasonable force was used. Said determination shall be made a matter of record.~~

~~E. The "carotid sleeper hold" means any hold or restraint specifically designed to inhibit blood flow through the carotid arteries of the neck without inhibiting breathing by compression on the airway in the neck and without compression of the larynx or trachea. The carotid sleeper hold shall be considered to be deadly force.~~

~~F. The "choke hold" means any hold or restraint specifically designed to inhibit breathing by compression of the airway in the neck. The choke hold shall be considered to be deadly force.~~

~~G. The carotid sleeper hold generally presents less danger of causing serious injury or death than the choke hold and therefore is generally preferred over the choke hold in situations where such holds are permissible.~~

~~H. No neck hold shall be used, except by persons instructed in the dangers of the neck holds, its definition as deadly force, and the proper use and constraints of the carotid sleeper hold, by someone specifically trained in the use and dangers of neck holds. Refresher training shall be provided on at least an annual basis.~~

~~I. Medical attention shall be administered to the prisoner by a qualified medical professional as soon as possible after the use of the carotid sleeper hold or the choke hold. (Ord. 87-85 (part)).~~

### ~~1.28.120 Admissions.~~

~~1. General. The receiving officer shall determine that the arrest and confinement of each prisoner is being accomplished by a duly authorized officer, and a copy of all documents that purport to legally authorize the confinement shall become part of the prisoner's jail record.~~

## LANGUAGE TO BE REPEALED

- ~~2. The delivery officer shall remain at the jail facility until the jail staff has accepted the prisoner.~~
- ~~3. Each prisoner, after completion of booking, shall be advised of his right to, and be allowed to complete, at least two telephone calls to persons of his choice who may be able to come to his assistance. If the prisoner chooses not to place the calls allowed, this information shall be noted on the booking form.~~
- ~~4. Reasonable provisions for communicating with non-English speaking, handicapped or illiterate prisoners shall be provided concerning the booking process, rules of the facility, privileges and other information pertinent to his rights and well-being while confined.~~
- ~~5. The booking process should be completed promptly unless the physical or mental condition of the prisoner necessitates delay.~~
- ~~6. Search/examination, When Allowed. The chief law enforcement officer or his designee shall establish and maintain written policies and procedures regarding pat searches, strip searches and body cavity searches, which shall be consistent with this section.~~
- ~~7. Each prisoner shall be searched for contraband in such a manner consistent with this subsection and written policies and procedures established thereunder, as is necessary to protect the safety of prisoners, staff and institutional security.~~
- ~~8. No strip search shall be conducted except pursuant to the written policies and procedures required by subsection 6 of this section.~~
- ~~9. No prisoner, other than a person committed to incarceration by order of a court or a person held for post conviction incarceration for a criminal offense, shall be strip searched without a warrant except where reasonable suspicion exists. A prisoner taken into custody pursuant to an arrest warrant or other court order issued before the person was arrested or otherwise taken into custody shall not be considered as committed to incarceration by order of a court for purposes of this section unless the court issuing the warrant has determined that the person shall not be released on personal recognizance, bail, or bond. No strip search shall be authorized or conducted unless a thorough patdown search, a thorough electronic metal detector search, and a thorough clothing search, when appropriate, do not satisfy the safety, security or evidentiary concerns of the jail. Physical examination by licensed medical professionals solely for public health purposes shall not be considered strip searches. A prisoner may be strip searched if:
  - ~~a. There is reasonable suspicion to believe that a strip search is necessary to discover weapons, criminal evidence, contraband, or other things concealed on the body of the person to be searched, that constitute a threat to the security of the facility;~~
  - ~~b. There is probable cause to believe that a strip search is necessary to discover other criminal evidence concealed on the body of the person to be searched, but not constituting a threat to facility security; or~~
  - ~~c. There is reasonable suspicion to believe that a strip search is necessary to discover a health condition requiring immediate medical attention.~~~~
- ~~10. The determination of whether reasonable suspicion or probable cause exists to conduct a strip search shall be based on consideration of all information and circumstances known to the officer authorizing the strip search, including but not limited to the following factors:
  - ~~a. The nature of the offense for which the person to be searched was arrested;~~
  - ~~b. The prior criminal record of the person to be searched; and~~
  - ~~c. Physically violent behavior of the person to be searched, during or after arrest;~~
  - ~~d. Reasonable suspicion shall be deemed to be present when the prisoner has been arrested for:
    - ~~i. A violent offense as defined in RCW 9.9a.030 (17) or any successor statute;~~
    - ~~ii. An offense involving escape, burglary or the use of a deadly weapon, or~~
    - ~~iii. An offense involving possession of a drug or a controlled substance under RCW Chapter 69.41, 69.50, 69.52 or any successor statute.~~~~~~

## LANGUAGE TO BE REPEALED

11. A written record or records of any strip search shall be maintained in the individual file of each person strip searched, which record(s) shall contain the following information:

- a. The name and serial number of the officer conducting the strip search and of all others present or observing any part of the strip search;
- b. The time, date and place of the strip search; and
- c. Any weapons, criminal evidence, other contraband or other thing or health condition discovered as a result of the strip search. Where reasonable suspicion is deemed present because of the nature of the arrest offense, the record shall contain the offense(s) for which the person searched was arrested. In other cases where reasonable suspicion or probable cause is found to be present the report shall also contain:
  - i. The name of the supervisor authorizing the strip search, and
  - ii. The specific facts constituting reasonable suspicion to believe the strip search was necessary.

12. No body cavity search shall be conducted except pursuant to a valid search warrant. No search warrant for a body cavity search shall be sought without prior authorization of the ranking shift supervisor, pursuant to the written policies and procedures required by Section 1.28.120(6). Before any body cavity search is authorized or conducted, a thorough pat-down search, a thorough electronic metal detector search, and a thorough clothing search, where appropriate, must be used to search for and seize any evidence of a crime, contraband, fruits of crime, things otherwise criminally possessed, weapons, or other things by means of which a crime has been committed or reasonably appears about to be committed. No body cavity search shall be authorized or conducted unless these other methods do not satisfy the safety, security or evidentiary concerns of the law enforcement agency.

13. Search procedures, to all strip searches and body cavity searches shall be conducted in a professional manner which protects the prisoner's dignity to the extent possible.

14. A strip search or body cavity search, as well as presearch undressing or postsearch dressing shall occur at a location made private from the observation of persons not physically conducting the search, except that a strip search to search for and seize a weapon may be conducted at other than a private location if there arises a specific threat to institutional security that reasonably requires such a search, or if all persons in the facility are being searched for the discovery of weapons or contraband. A strip search or body cavity search shall be performed or observed only by persons of the same sex as the person being searched, except for licensed medical professionals or when necessary to assure the safety of the prisoner or any person conducting the search.

15. No person may be present or observe during a strip search or body cavity search unless the person is necessary to conduct the search or to ensure the safety of those persons conducting the search except at the request of the person being searched.

16. When a strip search or a body cavity search of a prisoner is conducted, it should include a thorough visual check for birthmarks, wounds, sores, cuts, bruises, scars and injuries; "health tags"; and body vermin. Less complete searches should include the same checks to the extent possible.

17. Persons conducting a strip search or body cavity search shall not touch the person being searched except as reasonably necessary to effectuate the search of the person.

18. Body Cavity Searches. A body cavity search may be conducted only pursuant to subsection 1.28.120(11). Any body cavity search shall be performed under sanitary conditions and conducted by a physician, registered nurse, or registered physician's assistant, licensed to practice in this state, who is trained in the proper medical process and the potential health problems associated with a body cavity search.

19. When a body cavity search is conducted by a licensed medical professional of the opposite sex, an observer of the same sex as the prisoner should be present.

## LANGUAGE TO BE REPEALED

~~20. Nothing in this section prohibits a person upon whom a body cavity search is to be performed from having a readily available person of his or her choosing present at the time the search is conducted. However, the person chosen shall not be a person being held in custody by a law enforcement agency.~~

~~21. The officer requesting the body cavity search shall prepare and sign a report, which shall include:~~

- ~~a. A copy of the warrant and any supporting documents required;~~
- ~~b. The name and sex of all persons conducting or observing the search;~~
- ~~c. The time, date, place and description of the search; and~~
- ~~d. A statement of the results of the search and a list of any items removed from the person as a result of the search. The report shall be retained as part of the agency's records.~~

~~22. All physical markings and "health tag" identifications shall be recorded and made available to the appropriate jail employees and the medical professionals responsible for care of the prisoner under Section 1.28.250.~~

~~23. Particularly when force has been used during arrest, all visible injuries should be photographed.~~

~~24. Body Vermin. Any person with body vermin shall be treated appropriately.~~

~~25. Medical Complaints. Complaints of illness or injury expressed or observed during booking shall be checked promptly.~~

~~26. Communicable Diseases. A prisoner suspected of having a communicable disease shall be isolated without delay. Arrangements shall be made for his immediate transfer to a facility equipped to handle the suspected disease, unless the admitting facility can safely and effectively segregate and maintain the medically prescribed treatment.~~

~~27. Personal Property. The admitting officer shall record and store the prisoner's personal property and issue the prisoner a witnessed receipt.~~

~~28. Prisoner Weight. Each prisoner's weight should be measured and recorded upon admission.~~

~~29. Photographs and Fingerprints. Front view and side view identification photographs of each prisoner should stipulate the arresting agency or the booking agency and the date of arrest or the date of the photograph.~~

~~30. Copies of fingerprints shall be forwarded to the proper state and federal authorities.~~

~~31. Issuances. The correctional facility should establish its own policy on prisoners' use of personal clothing or jail uniforms.~~

~~32. At a reasonable time after the completion of booking, each prisoner shall be issued clean bedding, as well as such personal care items as required under Section 1.28.350.~~

~~33. Upon prisoner request, a reasonable supply of writing material shall be furnished to indigent prisoners. (Ord. 87-85 (part)).~~

### ~~1.28.130 Preclassification.~~

~~A. Prior to classification, reasonable precautions shall be taken to insure the safety and welfare of prisoners and the security of the institution.~~

~~B. Prisoners who, upon screening, appear to have serious and potentially dangerous problems with drugs, including alcohol, or signs of serious mental illness, shall be closely observed. Persons qualified and trained to evaluate such prisoners shall be contacted without delay.~~

~~C. Any prisoner suspected of being assaultive shall be housed separately prior to classification except where continual direct observation is maintained.~~

~~D. No prisoner known or suspected to be a danger to himself may be housed alone without continual direct observation. (Ord. 87-85 (part)).~~

### ~~1.28.140 Orientation.~~

~~As soon after booking as possible each prisoner shall receive an oral or written orientation. The orientation shall provide information regarding the prisoner's confinement including, but not limited to:~~



## LANGUAGE TO BE REPEALED

- A. Rules of prisoner conduct, including possible disciplinary sanctions, as provided in Section 1.28.220;
  - B. Procedures and conditions regarding classification and reclassification, as provided in Section 1.28.150;
  - C. Staff expectations of prisoner responsibilities, including if applicable, cleaning of prisoner living areas;
  - D. Prisoner rights and privileges;
  - E. The means of access to health care as required by Section 1.28.280, and other services;
  - F. An opportunity to ask and receive answers to questions shall be provided within a reasonable time. (Ord. 87-85 (part)).
- 1.28.150 Classification—Segregation.
- A. Classification. The chief law enforcement officer or his designee shall establish written classification and reclassification procedures which shall be included in the manual of policies and procedures.
  - B. Upon entry, the on-duty supervisor shall be designated as responsible for classification of prisoners confined in the facility in accordance with such written procedures.
  - C. For each prisoner confined in a detention or correctional facility, those responsible for classification shall determine the degree of security required, housing assignment, program eligibility, and regulations for association within and outside the confinement area.
  - D. Classification Procedures. Each prisoner confined in a detention or correctional facility shall be interviewed at booking for classification determinations.
  - E. Each prisoner shall be classified as soon as reasonably possible.
  - F. The prisoner shall be promptly informed of any classification housing assignment decision other than "general population," and of his right to have that decision reviewed upon making a request. Such notice shall also be given with regard to any classification action.
  - G. A prisoner who is dissatisfied with his housing assignment shall be entitled to a review of the decision by the chief law enforcement officer or his designee upon making a written request, and shall be promptly informed of this right. Such request shall be reviewed by the chief law enforcement officer, or a designated staff member.
  - H. Criteria for Prisoner Classification. The primary criteria for classification shall be safety of the prisoner and the security of the institution.
  - I. Juveniles. No juvenile shall be held in a jail without sight and sound separation from adult prisoners. For purposes of this standard, a juvenile is a person under the chronological age of 18, who has not been transferred previously to adult courts. Provided, that no person under the chronological age of 16 shall be held in a jail or holding facility for adults. Provided further, that this standard does not preclude or prohibit the housing of remanded pretrial prisoners under the chronological age of 18 within juvenile detention facilities rather than city or county adult detention facilities. A juvenile shall not be considered "transferred previously to adult court" unless a juvenile court has held a hearing under RCW 13.40.110 or successor statute and ordered the juvenile transferred for adult criminal prosecution. The exercise of jurisdiction by a limited jurisdiction court in traffic, fish, boating or game offenses or infractions pursuant to RCW 13.04.030(6)(c) or successor statute does not constitute a "transfer."
  - J. A juvenile shall not be confined in a jail or holding facility for adults, except:
    - 1. For a period not exceeding 24 hours excluding weekends and holidays and only for the purpose of an initial court appearance in a county where no juvenile detention facility is available, a juvenile may be held in an adult facility provided that the confinement is separate from the sight and sound of adult inmates; or
    - 2. For not more than six hours and pursuant to a lawful detention in the course of an investigation, a juvenile may be held in an adult facility provided that the confinement is separate from the sight and sound of adult inmates.
  - K. Females shall be segregated from visual communication and physical contact with male prisoners except under the direct supervision of a staff person.

## LANGUAGE TO BE REPEALED

~~L. Special problem prisoners who endanger the health and safety of other prisoners or themselves shall be segregated and closely supervised.~~

~~M. Prisoners on work release or weekend confinement programs, and any other prisoners who have regular contact outside the jail shall be segregated from other prisoner categories.~~

~~N. Factors to be considered in classification shall include, but are not limited to, age, type of crime, pretrial versus post trial status and offender sophistication.~~

~~O. Administrative Segregation. The chief law enforcement officer shall establish written procedures governing the use of administrative segregation which are consistent with this subsection.~~

~~P. Administrative segregation shall only be used when the presence of the prisoner in general population poses a serious threat of death or injury to himself or others, damage to property, or the security or orderly operation of the facility. Written documentation shall be maintained citing the reasons for each case of a prisoner placed in administrative segregation. Written procedures shall permit the prisoner an opportunity to appeal within 72 hours (exclusive of weekends and holidays) the decision of placement in administrative segregation to the person(s) designated as responsible for classification. A hearing shall be conducted whenever a prisoner appeals placement in administrative segregation and the prisoner shall be afforded the same rights as those required for disciplinary hearings. Each prisoner in administrative segregation shall have his case reviewed at least every 30 days by the persons responsible for classification. Prisoners shall be held in administrative segregation only as long as the reason(s) for their initial placement there remains valid. (Ord. 87-85 (part)).~~

### ~~1.28.160 Good time.~~

~~The chief law enforcement officer or his designee shall develop written policies regarding time off for good behavior. Such policies shall insure that good time, when authorized by sentencing court, is given on a consistent basis, and in accordance with RCW 70.48.210 and 9.92.150. (Ord. 87-85 (part)).~~

### ~~1.28.170 Release and transfer.~~

~~A. Release. The releasing officer shall positively determine prisoner identity and ascertain that there is legal authority for the release.~~

~~B. The information required at the time of release shall be recorded for each prisoner released from the facility.~~

~~C. All prisoners being released shall sign a witnessed receipt for personal property returned.~~

~~D. Each prisoner discharged should receive a visual body check to detect changes from his admitting physical record.~~

~~E. Transfer. In addition to the release procedures designated above, the releasing officer shall determine that the receiving unit or person has the authority to accept custody. (Ord. 87-85 (part)).~~

### ~~1.28.180 Transportation.~~

~~When jail facility staff are responsible for prisoner transportation and when the prisoner is still in the custody and under the supervision of the jail, the chief law enforcement officer or his designee of each detention and correctional facility shall develop and maintain written instructions which insure the safety of the prisoners and staff shall be maintained. (Ord. 87-85 (part)).~~

### ~~1.28.190 Staffing.~~

~~At all times in all jails, at least one staff member shall be awake, alert and directly responsible for supervision and surveillance.~~

~~A. At all times a staff member of the same sex as the prisoner(s) shall be on duty or available within a reasonable time, which staff member shall be directly responsible for supervision which involves intimate physical contact or activities commonly afforded reasonable protection against opposite sex observation or supervision; provided, that this does not preclude jail staff from performing nonjail functions or being relieved from direct~~

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~~duties and remaining on call; provided, further, that personal observation of prisoners for purposes of this section or other sections of these standards may be by opposite-sex staffing as long as opposite-sex privacy concerns are given appropriate protection.~~

~~B. There shall be continual sight and/or sound surveillance of all prisoners.~~

~~C. Such surveillance may be by remote means, provided there is the ability of staff to respond face to face to any prisoner within three minutes; provided, that special problem prisoners are subject to the more stringent personal observation and supervision requirements of other sections.~~

~~D. In the absence of unusual behavior or other concerns for prisoner security and health, personal observation of prisoners by staff may be reduced to, but shall not be less frequent than, at least once within every 60-minute period.~~

~~E. Personal staff observations of prisoners should be recorded in writing and retained in the jail records.~~

~~F. Staff should be alert to prisoner depression, dissension, family rejection, loneliness, resistance to staff or programs, and the effects of use of substances prohibited by facility rules or by law. When such symptoms are discovered, such persons should be closely observed. (Ord. 87-85 (part)).~~

### ~~1.28.200 Supervision—Surveillance.~~

#### ~~A. General Security:~~

~~1. All jails shall establish a positive means of identifying prisoners.~~

~~2. Perimeter security shall be maintained.~~

~~3. Security devices shall be maintained in proper working condition at all times.~~

~~4. No prisoner shall be permitted to have authority over other prisoners.~~

~~5. Prisoner Counts. Detention and correctional facilities shall develop a system for taking and recording prisoner counts. This procedure shall be followed at shift changes and at other regular or irregular times.~~

#### ~~B. Contraband Control:~~

~~1. Any item or person entering or leaving a jail shall be subject to search.~~

~~2. When housed in a correctional facility, work-release prisoners and prisoners who have regular contact with other prisoner classifications or entrance to areas frequented by other prisoners shall be subject to search.~~

~~3. There shall be irregularly scheduled searches for contraband in detention and correctional facilities and all areas frequented by prisoners.~~

~~4. Conspicuously posted signs shall display the statutory penalty for giving or arranging to give anything to a prisoner without official authorization (RCW 9A.76.010, 9A.76.140, 9A.76.150, 9A.76.160). Non-English-speaking visitors shall be informed of the statutory penalty either verbally or by posted signs in the appropriate language. (Ord. 87-85 (part)).~~

### ~~1.28.210 Critical articles.~~

~~A. All detention and correctional facilities shall establish written procedures to insure that weapons shall be inaccessible to prisoners at all times.~~

~~B. Weapon lockers shall be located outside of the booking and confinement areas.~~

~~C. Whenever possible, keys to weapon lockers should be located outside of booking and confinement areas.~~

~~D. Keys and Locking Devices. Key regulations shall be established by the chief law enforcement officer and read and initialed by all staff.~~

~~E. A control point shall be designated for key cataloguing and logging the distribution of keys.~~

~~F. There shall be at least two sets of jail facility keys, one set in use and the other stored securely but easily accessible to staff for use in the event of an emergency.~~

~~G. All keys not in use shall be stored in a secure key locker inaccessible to prisoners.~~

~~H. Emergency keys shall be marked and placed where they may be quickly identified in case of an emergency.~~

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I. Keys to locks on doors inside the security area of a jail should be on a separate ring from keys to locks on doors or gates to the outside of the jails. At no time should both rings be carried by a person inside the jail simultaneously.

J. Keys shall be accounted for at all times and the distribution certified at each shift change.

K. Jail facility keys shall never be issued to a prisoners.

L. If electronic devices are used in place of keys, there shall be key or other manual override capabilities available for immediate use in case of an emergency and/or a failure of the system.

M. Protective Equipment. Protective equipment, tear gas and any other chemical suppressing agent shall be kept in a secure area, inaccessible to prisoners and unauthorized persons, but quickly accessible to officers of the facility.

N. Kitchen Utensils, Tools and Toxic Substances. Dangerous kitchen utensils and tools shall be marked for identification, recorded and kept in a secure place.

O. Toxic substances shall be kept in locked storage, and use of toxic substances shall be strictly supervised. Such substances, including cleaning supplies, shall be stored in a separate area from food supplies. (Ord. 87-85 (part)).

### 1.28.220 ~~Prisoner rights.~~

A. The chief law enforcement officer or his designee shall establish uniform rules and disciplinary sanctions to guide the conduct of all prisoners, which rules shall designate major and minor infractions.

B. Printed rules and possible disciplinary sanctions shall be given to each prisoner and/or posted conspicuously throughout the jail. Non-English speaking prisoners shall be informed of the rules either orally, in writing or by posted signs in the appropriate language.

C. Rules of Conduct.

1. All major infractions of the rules shall be reported in writing to the supervisor prior to shift change by the staff member observing or discovering the act. Such reports shall become a part of the prisoner's jail record.

2. Minor Infractions. Minor violations of the rules may be handled informally by any staff member by reprimand, warning or minor sanction as defined by local rules. Such incidents may become part of the prisoner's record only with the approval of the supervisor and verbal notification to the prisoner. (Ord. 87-85 (part)).

### 1.28.230 ~~Discipline.~~

A. Disciplinary Committee.

1. The chief law enforcement officer or such person's designee or designees, shall hear and decide all charges or major violation of facility rules and impose sanctions.

2. Any facility staff member involved in a charge shall not be allowed to participate as a hearing officer with respect to that charge.

B. Disciplinary Procedures.

1. Any charges pending against a prisoner shall be acted on as soon as possible and no later than 72 hours (exclusive of Saturdays, Sundays and holidays) after observation or discovery of the infraction. Action in this context means either a disciplinary hearing or a decision not to impose any sanction requiring a hearing.

2. At least 24 hours prior to hearing, the prisoner shall receive a copy of the written infraction report made in conformance with Section 1.28.220C. If the prisoner is illiterate, the infraction report shall be read to him.

3. The prisoner alleged to have committed a major infraction shall have, and be promptly advised of, the following rights:

a. The prisoner shall have the right to be present at all stages of the hearing, except during the decisional deliberations;

b. The prisoner shall be allowed to appear on his own behalf, to present witnesses, and to present documentary evidence unless the exercise of such

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~~rights would be unduly hazardous to institutional safety or correctional goals, in which case the prisoner shall be given a written statement of the reasons for such judgments and the prisoner's record shall contain a statement with regard to such grounds;~~

~~c. A prisoner who is unable to represent himself in such a hearing shall be informed of this right to be assisted by another person in understanding and participating in the proceedings;~~

~~d. The prisoner shall be advised of the decision in a written notice giving the reasons for the disciplinary action, if any, and evidence relied on; and~~

~~e. The prisoner shall be permitted to appeal the disciplinary hearing decision to the department of corrections or the chief law enforcement officer or his or her designee in accordance with appeal procedures established by each facility and included in the printed rules. All disciplinary proceedings shall be recorded.~~

~~4. There shall be a finding of guilt based on the preponderance of evidence before imposition of a sanction.~~

~~C. The above provisions do not preclude imposition of administrative segregation, according to procedures required by Section 1.28.150, or other appropriate limitations on freedom of the prisoner involved prior to such disciplinary proceeding; provided, that each such restriction shall be in accordance with the other provisions in these standards; provided further, that any such restrictions shall be based on legitimate grounds of institutional security or prisoner safety, and such action shall be noted in the prisoner's records.~~

~~D. Corrective Action or Forms of Discipline.~~

~~1. Nonpunitive corrective action should be the first consideration in all disciplinary proceedings.~~

~~2. When punitive measures are imposed, such measures shall be in accordance with law and recommended sanctions, appropriate to the severity of the infraction, and based on considerations of the individual involved.~~

~~E. Acceptable forms of discipline shall include the following:~~

~~1. Loss of privileges;~~

~~2. Removal from work detail or other assignment;~~

~~3. Recommendation of forfeiture of good time credit; and~~

~~4. Transfer to the maximum security or segregation section.~~

~~F. Limitations on Punishment.~~

~~1. No prisoner or group of prisoners shall be given authority to administer punishment to any other prisoner or group of prisoners.~~

~~2. Deprivation of regular feeding, clothing, bed, bedding or normal hygienic implements and facilities shall not be used as a disciplinary sanction.~~

~~3. Correspondence privileges shall not be denied or restricted, except in cases where the prisoner has violated correspondence regulations. In no case shall the correspondence privilege with any member of the bar, holder of public office, the courts or the department of corrections or chief law enforcement officer be suspended.~~

~~4. Restrictions on Visitation.~~

~~a. Visitation privileges should not be denied or restricted as a sanction for infractions of rules of the institution unrelated to visitation.~~

~~b. Under no circumstances shall attorney-client visits be restricted.~~

~~G. No prisoner shall be held in disciplinary segregation for more than 15 days for any one violation and no more than 30 days for all violations arising out of one incident. Continuous confinement for over 30 days must be approved by the director of the department of corrections or the chief law enforcement officer or such person's designee.~~

~~H. Corporal punishment and physical restraint e.g., handcuffs, leather restraints and strait jackets, shall not be used as sanctions. (Ord. 87-85 (part)).~~

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### ~~1.28.240 Grievance procedure.~~

~~The chief law enforcement officer for each jail, correctional facility, detention facility or juvenile facility should develop and maintain procedures for the collection of prisoner grievances. Such procedures should provide for persons to whom grievances are to be directed, for timely review of grievances, and for written notification of action taken regarding the grievance. (Ord. 87-85 (part)).~~

### ~~1.28.250 Responsible physician and licensed staff.~~

~~A. The facility shall have a designated health authority with responsibility for health care services pursuant to a written agreement, contract or job description. The health authority may be a physician, health administrator or agency. When this authority is other than a physician, final medical judgments shall rest with a single designated responsible physician licensed in the state of Washington.~~

~~B. Matters of medical and dental judgment shall be the sole province of the responsible physician and dentist respectively; security regulations applicable to facility personnel shall also apply to health personnel.~~

~~C. The responsible physician or medical authority should submit a quarterly report on the health delivery system and health environment and an annual statistical summary to the chief law enforcement officer.~~

~~D. State licensure and/or certification requirements and restrictions shall apply to health care personnel.~~

~~E. All medical personnel shall practice within the scope of their license. Where applicable, treatment shall be performed pursuant to a written standing or direct order.~~

~~F. Verification of current licensing and certification credentials should be on file in the jail. (Ord. 87-85 (part)).~~

### ~~1.28.260 Health care policy and procedures.~~

~~A. Written standard operating procedures approved by the responsible physician and governing unit or official designated by it shall consist of but not be limited to the following:~~

- ~~1. Receiving screening;~~
- ~~2. Health appraisal data collection;~~
- ~~3. Nonmerchantable medical services;~~
- ~~4. Deciding the emergency nature of illness or injury;~~
- ~~5. Availability of dental referral examination, and treatment;~~
- ~~6. Provision of medical and dental prostheses;~~
- ~~7. First aid;~~
- ~~8. Notification of next of kin or legal guardian in case of serious illness, injury or death;~~
- ~~9. Providing chronic care;~~
- ~~10. Providing convalescent care;~~
- ~~11. Providing medical preventive maintenance;~~
- ~~12. Screening, referral and care of mentally ill and retarded inmates and prisoners under the influence of alcohol and other drugs;~~
- ~~13. Implementing the special medical program;~~
- ~~14. Delousing procedures;~~
- ~~15. Detoxification procedures; and~~
- ~~16. Pharmaceuticals.~~

~~B. The work of qualified medical personnel shall be governed by written job descriptions which shall be approved by the responsible physician. (Ord. 87-85 (part)).~~

### ~~1.28.270 Health screening.~~

~~A. Receiving screening shall be performed on all prisoners upon admission to the facility before being placed in the general population or housing area, and the findings recorded on a printed screening form. The screening shall include inquiry into:~~

- ~~1. Current illness and health problems including those specific to women;~~
- ~~2. Medications taken and special health requirements;~~



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- ~~3. Screening of other health problems designated by the responsible physician;~~
- ~~4. Behavioral observation, including state of consciousness and mental status;~~
- ~~5. Notation of body deformities, trauma markings, bruises, lesions, ease of movement, jaundice, and other physical characteristics;~~
- ~~6. Conditions of skin and body orifices, including rashes and infestations; and~~
- ~~7. Disposition/referral of inmates to qualified medical personnel on an emergency basis.~~

~~B. The health appraisal data collection should be completed for each prisoner within 14 days after admission to the facility in accordance with the adopted standard operating procedures; provided, that this subsection does not apply to prisoners who are able to receive medical care in the community.~~

~~C. Such health appraisal should include, at a minimum, a physical assessment by a licensed health care provider, recording of vital signs and a general review of mental status; provided, that such appraisal is not intended to be a standard "annual physical" but rather such minimum physical review as is necessary to detect any major problems. As appropriate, laboratory and diagnostic tests to detect communicable disease, including venereal diseases and tuberculosis, and other tests and appraisals should be included within such appraisal.~~

~~D. Health history and vital signs should be collected by medically trained or qualified medical personnel who are properly licensed, registered or certified as appropriate to their qualifications to practice. Collections of all other health appraisal data should be performed only by qualified medical personnel. Review of the results of the medical examination, tests and identification of problems should be made by a physician or designated qualified medical personnel. All health appraisal data should be recorded on the health data forms approved by the responsible physician. (Ord. 87-85 (part)).~~

### ~~1.28.280 Access to health care.~~

~~A. If medical services are delivered in the jail, adequate equipment supplies and materials shall be provided for the performance of primary health care delivery.~~

~~B. At the time of admission to the facility, prisoners shall receive a written communication consistent with the provisions of Section 1.28.120, explaining the procedures for gaining access to medical services.~~

~~C. Prisoners' medical complaints shall be collected daily and acted upon by the medically trained personnel. An appropriate priority shall be established and treatment by qualified medical personnel follow.~~

~~D. Work-release prisoners should be allowed to see their own physicians outside of the jail and to receive consistent care within the jail.~~

~~E. Sick Call. Sick call shall be conducted by a physician and/or other qualified medical personnel and shall be available to each prisoner as follows:~~

- ~~1. In facilities of less than 50 prisoners, at least once per week at a minimum;~~
- ~~2. Facilities of 50 to 200 prisoners at least three times per week; and~~
- ~~3. Facilities of over 200 prisoners at least five times per week; provided, that the average daily population may be calculated exclusive of work-release prisoners when they receive their care in the community.~~

~~F. When sick call is not conducted by a physician, the responsible physician shall arrange for the availability of a physician at least once each week to respond to prisoner complaints regarding services which they did or did not receive from other medical providers; further, regardless of complaints, the responsible physician shall review the medical service delivered, as follows:~~

- ~~1. At least once per month in jails with less than 50 prisoners;~~
- ~~2. At least every two weeks in facilities of 50 to 200 prisoners; and~~
- ~~3. At least weekly in facilities of over 200 prisoners.~~

~~G. Medical and dental prostheses shall not be denied when the health of the inmate-patient would otherwise be adversely affected as determined by the responsible physician.~~

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### ~~H. Emergency Care.~~

- ~~1. First aid kit(s) shall be conveniently available in all jails.~~
- ~~2. The responsible physician shall approve the contents, number, location and procedure for periodic inspection of the kit(s).~~
- ~~3. Emergency medical and dental care shall be available on a 24-hour basis in accordance with a written plan which includes:~~
  - ~~a. Arrangements for the emergency evacuation of the prisoner from the jail;~~
  - ~~b. Arrangements for the use of an emergency medical vehicle; and~~
  - ~~c. Arrangements for the use of one or more designated hospital emergency rooms, other appropriate health facilities, or on-call physician and dentist services. (Ord. 87-85 (part)).~~

### ~~1.28.290 Health care training.~~

~~A. Jail personnel shall be trained in standard first aid equivalent to that defined by the American Red Cross and usual emergency care procedures prior to employment or during the probationary period. Written standard operating procedures and training of staff shall incorporate the following steps:~~

- ~~1. Awareness of potential medical emergency situations;~~
- ~~2. Notification or observation determination that a medical emergency is in progress;~~
- ~~3. First aid and resuscitation;~~
- ~~4. Call for help; and~~
- ~~5. Transfer to appropriate medical provider.~~

~~B. At least one person per shift within sight or sound of the prisoner shall have trained in receiving screening and basic life support cardiopulmonary resuscitation (CPR).~~

~~C. Jail personnel shall be given training regarding the recognition of general symptoms of mental illness and retardation.~~

~~D. All persons responsible for the delivery of medications shall have training regarding the medical, security and legal aspects of such activity. (Ord. 87-85 (part)).~~

### ~~1.28.300 Medications control.~~

~~A. The jail's standard operating procedures for the proper management of pharmaceuticals shall include:~~

- ~~1. A formulary specifically developed for the facility when stock medications are maintained within the jail. Such formulary shall be in accordance with WAC 360-16-070 (clinic dispensary);~~
- ~~2. A policy that jails with an on-site pharmacy shall adhere to regulations established by the state board of pharmacy. Such policy shall require, as a minimum, a consulting pharmacist for the operation of the pharmacy or the dispensing shall be done by each prescribing physician in person (WAC 360-16-070);~~
- ~~3. A policy regarding the prescription of all medications with particular attention to behavior modifying medications and those subject to abuse;~~
- ~~4. A policy regarding medication dispensing and administration which shall include, but not be limited to:~~
  - ~~a. Nonmedical jail personnel delivering medication(s) to prisoners;~~
  - ~~b. Disposition of medication(s) brought in by prisoners at the time of admission to the facility;~~
  - ~~c. Packaging of medication(s): The medications system shall insure that all medications are kept in container which have been labeled securely and legibly by a pharmacist or the prescribing physician, or in their original containers labeled by their manufacture. Medications shall not be transferred from the original container except for the preparation of a dose administration;~~
  - ~~d. Safeguards with regard to delivery of medications to prisoners, and~~

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e. Disposition of unused medication(s);

5. A policy regarding the maximum security storage and weekly inventory of all controlled substances, nonprescription medication(s), syringes, needles and surgical instruments. Jails that do not have an on-site pharmacy shall provide for a consulting pharmacist to determine that medication(s) have been properly managed.

B. The person delivering medication(s) shall be accountable for following the orders of medical staff. (Ord. 87-85 (part)).

### 1.28.310 ~~Health care records.~~

A. The responsible physician shall be responsible for maintaining patient medical record files. Such files shall contain the completed receiving screening form, health appraisal data collection forms, all findings, diagnoses, treatments, dispositions, prescriptions and administration of medications, notes concerning patient education, notations of place, date and time of medical encounters and terminations of treatment from long-term or serious medical or psychiatric treatment.

B. The responsible physician shall insure the confidentiality of each prisoner's medical record file and such file shall be maintained separately to the extent necessary to maintain their confidentiality.

C. The responsible physician or medical staff designated by him shall communicate information obtained in the course of medical screening and care to jail authorities when necessary for the protection of the welfare of the prisoner or other prisoners, management of the jail, or maintenance of jail security and order.

D. A copy or summary of the medical record file shall routinely be sent to any jail or correctional institution to which a prisoner is transferred at the time of such transfer. A copy of such file or parts thereof shall also be transmitted upon the written authorization of a prisoner to designated physicians and medical facilities.

E. The person delivering medications shall record the actual time of the delivery in a manner and on a form approved by the responsible physician. (Ord. 87-85 (part)).

### 1.28.320 ~~Special medical issues.~~

A. Informed Consent.

1. All examinations, treatments and procedures affected by informed consent standards in the community shall likewise be observed for prisoner care.

2. No prisoner shall be given medical treatment against his will except as necessary to prevent the spread of communicable disease, to relieve imminent danger to the life of the prisoner, or, in the case of serious mental disorders, to prevent imminent danger to the life of his or her person or to the lives of others. All procedures required by RCW Chapter 71.05 shall be followed in any case of involuntary commitment or involuntary treatment of mentally ill persons within jails.

3. In case of minors, the informed consent of parent, guardian or legal custodian applies where required by law.

B. In all cases, the responsible physician shall give a clear statement to the prisoner-patient of his diagnosis and treatment.

C. Special Medical.

1. Jail staff shall report any symptoms of prisoner mental illness or retardation to medical personnel for appropriate evaluation and treatment.

2. A special program shall exist for prisoners requiring close medical supervision. A written individual treatment plan for each of these patients shall be developed by a physician which includes directions to medical and nonmedical personnel regarding their roles in the care and supervision of these patients.

3. Programs for the prevention of suicide, to include early identification of risk, appropriate diagnosis and referral, and close observation as required by Section 1.28.190 should be developed by medical staff.

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~~4. Appropriate medical supervised treatment in accordance with written procedures established under Section 1.28.260 shall be given in the jail to prisoners determined to be mentally ill or under the influence of alcohol, opiates, barbiturates and similar drugs when such care is not provided in a community health facility.~~

~~D. Reasonable physical restraint when necessary for medical reasons shall be medically directed, except that in an emergency reasonable physical restraint may be used to control a grossly disturbed or violent prisoner, but the review and direction of the health care staff or local mental health professionals shall be properly obtained. (Ord. 87-85 (part)).~~

### ~~1.28.330 Access to facilities.~~

~~A. Regular bathing (shower) shall be permitted at least twice each week.~~

~~B. Each prisoner shall have access to toilet, sink, drinking water and adequate heat and ventilation. (Ord. 87-85 (part)).~~

### ~~1.28.340 Food.~~

~~A. General Food Requirements.~~

~~1. At least three meals a day shall be served at regular intervals. The morning meal shall be served within 14 hours of the previous day's evening meal.~~

~~2. Jails may arrange for prepared meal service or serve frozen packaged meals, provided these meals conform to the requirements of this section.~~

~~B. Nutritional and Caloric Intake.~~

~~1. Jail menus shall be reviewed by the local county health department, the county extension service or other qualified nutrition consultant to insure that diets approximate the dietary allowances specified.~~

~~2. Diets ordered by medical staff shall be strictly observed. (Ord. 87-85 (part)).~~

### ~~1.28.350 Clothing—Bedding—Personal items.~~

~~A. Clothing.~~

~~1. Provision shall be made for separate insect proof clothing storage to prevent migration of lice from infested clothing.~~

~~2. Each jail shall insure that prisoners' outer garments are laundered and made available to them at least once a week, and that prisoners' undergarments and socks are laundered and made available to them at least twice a week.~~

~~3. Detention and correctional facilities shall, if necessary, clean and sanitize personal clothing prior to storage.~~

~~B. Bedding.~~

~~1. Each prisoner shall be issued clean bed linens for the first night's detention and at least once a week thereafter. Bed linens shall include:~~

~~a. One detachable cloth mattress cover and one sheet; or~~

~~b. Two sheets; or~~

~~c. One double size sheet.~~

~~C. Mattresses shall have a washable surface and be sanitized at least semiannually.~~

~~D. Blankets shall be issued upon arrival and shall be washed at frequent intervals to maintain a clean condition, but at least once every 60 days, and always before reissue.~~

~~E. Personal Care Items.~~

~~1. Personal care items issued to each prisoner in detention and correctional facilities shall include, but not be limited to soap and towel. Female prisoners shall be supplied with necessary feminine hygiene items.~~

~~2. Toothpaste or powder, toothbrush and comb shall be available for purchase by all prisoners, provided, that prisoners without funds shall have access to these minimum items without cost.~~

~~3. Each prisoner shall be permitted to have a reasonable number of additional personal items, the possession of which does not substantially impede jail management or security. (Ord. 87-85 (part)).~~

### ~~1.28.360 Sanitation.~~

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### ~~A. General.~~

- ~~1. All jails shall be kept in a clean and sanitary condition, free from any accumulation of dirt, filth, rubbish, garbage or other matter detrimental to health.~~
- ~~2. Jail staff shall insure that each prisoner shall clean his own living area daily. Convicted prisoners may be required to clean other space within the confinement area and pretrial detainees may be permitted to do so voluntarily.~~

### ~~B. Insects, Rodents and Pets.~~

- ~~1. Insects and rodents shall be eliminated by safe and effective means. Prisoners shall be removed from areas in which insecticides and rodenticide are being used.~~
- ~~2. Pets shall not be allowed in the jail facilities.~~

### ~~C. Laundry. Each jail shall arrange for adequate laundry services. (Ord. 87-85 (part)).~~

### ~~1.28.370 Services.~~

#### ~~A. Commissary.~~

- ~~1. The department of corrections or chief law enforcement officer of each detention or correctional facility shall either establish, maintain and operate a commissary, or provide prisoners with a list of approved items to be purchased at least once a week at local stores.~~
- ~~2. Commissary items shall include books, periodicals and newspapers, or the facility shall make arrangements to order any such items from publishers and/or local newsstands.~~

#### ~~B. Proceeds from a jail facility store shall be used for operation and maintenance of the commissary service and/or prisoner welfare expenses.~~

#### ~~C. If jail rules do not permit prisoners to keep money on their persons, payments for commissary purchases shall be made by debit on a cash account maintained for the prisoner. All expenditures from a prisoner's account shall be accurately recorded and receipted.~~

#### ~~D. Basic Hair Care. All jails shall make reasonable arrangements to provide basic hair care.~~

#### ~~E. Library Services. In consultation with state and/or local library service units, each jail shall make provision for library services.~~

#### ~~F. Legal Assistance.~~

- ~~1. When adequate professional legal assistance is not available to prisoners for purposes of preparing and filing legal papers, a jail shall provide access to necessary law books and reference materials.~~
- ~~2. Facility rules shall not prohibit one prisoner from assisting another in the preparation of legal papers.~~

#### ~~G. Religious Services.~~

- ~~1. Upon request from a prisoner, the jail facility shall arrange religious services or confidential religious consultation.~~
- ~~2. Detention and correctional facilities with an average daily population of 25 or more shall arrange for weekly religious services.~~
- ~~3. Prisoners should be permitted to observe religious holidays and receive sacraments of their faith.~~
- ~~4. Attendance at religious services shall be voluntary and prisoners who do not wish to hear or participate shall not be exposed to such services.~~

#### ~~H. Counseling, Guidance and Ancillary Services. Counseling services should be available to provide prisoners in detention or correctional facilities with an opportunity to discuss their problems and interests.~~

#### ~~I. The chief law enforcement officer may utilize volunteer counseling resources available in the community.~~

#### ~~J. Professionals should serve in an advisory capacity when jail facility personnel or community volunteers engage in counseling.~~

#### ~~K. Counselors may submit written recommendations to the chief law enforcement officer or disciplinary review body.~~

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~~L. Prisoners shall not be required to receive counseling services unless ordered by the appropriate court or the disciplinary review body. (Ord. 87-85 (part)).~~

### ~~1.28.380 Programs.~~

~~A. Each prisoner shall be allowed three hours per week of physical exercise, to be scheduled no less than three separate days. Outdoor as well as indoor exercise shall be provided.~~

~~B. Work Programs. The chief law enforcement officer may establish work programs.~~

~~C. Participation in work programs by pretrial detainees shall be voluntary.~~

~~D. Education and Training Programs.~~

~~1. The chief law enforcement officer should arrange for the development of an education and training program, utilizing local school districts, colleges, trade schools, unions, industry, interested citizens and other available community, state and federal resources.~~

~~2. Jails should provide courses to prepare qualified prisoners for the General Education Development test, and provide the opportunity to take the test.~~

~~E. Leisure Time Activity Programs.~~

~~1. Detention or correctional facilities should provide opportunities for all prisoners to participate in leisure time activities.~~

~~2. Volunteers may be used to plan and supervise exercise programs and other leisure time activities, but paid staff member(s) should have designated responsibility for supervision of such program. (Ord. 87-85 (part)).~~

### ~~1.28.390 Telephone usage.~~

~~A. The governing unit shall establish and post rules which specify regular telephone usage times and the maximum length of calls (not to be less than five minutes).~~

~~B. Telephone usage hours shall include time during the normal work day and time during the evening, at least once a week per prisoner; provided, that established social telephone usage hours shall not preclude reasonable access to a telephone to contact the prisoner's attorney or legal representation.~~

~~C. Calls shall be at the prisoner's expense or collect; provided, that appropriate protection of access to an attorney shall be maintained for prisoners without funds.~~

~~D. Location of telephone facilities shall insure reasonable privacy, and telephone conversations shall not be monitored, tape recorded, or spot checked except by court order.~~

~~E. Reasons for calls shall be the personal concern of the prisoner, except in consideration of requests for emergency calls beyond normal telephone hours. (Ord. 87-85 (part)).~~

### ~~1.28.400 Mail.~~

~~A. Newspapers, Books, Periodicals and Other Printed Materials and Photographs.~~

~~1. Prisoners shall generally be permitted to subscribe to and otherwise receive books, newspapers, periodicals and other printed materials or photographs which may lawfully be delivered through the United States mails. Such materials shall be denied a prisoner only if such denial furthers a substantial governmental interest in jail security or the welfare of prisoners or staff.~~

~~2. When such materials are withheld from a prisoner:~~

~~a. The prisoner shall receive immediate written notice that the publication is being denied, accompanied by an explanation of the reason(s) for the denial;~~

~~b. The affected prisoner shall be promptly informed of his right to have such decision reviewed by the disciplinary hearing body, the department of corrections, or the chief law enforcement officer upon written request;~~

~~c. A written decision of the review of the denial, including reason(s) shall be given to the prisoner requesting review.~~

~~B. General Correspondence.~~

~~1. Incoming or outgoing mail shall be retained no more than one business day.~~

~~2. Except in the case of prisoners without funds, prisoners shall be permitted to mail out any number of letters. Prisoners without funds shall be permitted to mail up to three letters per calendar week at public expense, provided upon proper~~



## LANGUAGE TO BE REPEALED

~~showing the number may be increased. Each prisoner shall be permitted to mail out any number of letter to his attorney, and the courts.~~

~~3. No restriction shall be placed on the number of letters a prisoner may receive or on the persons with whom he may correspond, except by court order of a court of competent jurisdiction, or as provided under subdivision C.3 of this section.~~

~~4. These rules shall not preclude a prisoner being required to place his name and a return post office address on outgoing mail.~~

### ~~C. Opening or Censoring Mail.~~

~~1. No general restriction of the number of letters prisoners may receive or of classes of persons with whom they may correspond shall be made by facility rule or policy.~~

~~2. Incoming mail shall not be censored, but may be opened and inspected for contraband, cash and checks and may be perused for content when the responsible staff person designated by the chief law enforcement officer or his designee has reasonable grounds to believe that the content of a letter may present a clear and present danger to institutional security, or violates state or federal law. Whenever mail is not delivered by the jail staff directly to the prisoner to whom it is addressed, it shall be resealed.~~

~~3. Except by order of a court of competent jurisdiction, outgoing mail shall not be opened unless the responsible staff person designated by the chief law enforcement officer or his designee has reasonable grounds to believe that the content of a letter may present a clear and present danger to institutional security, or violates state or federal law.~~

### ~~D. Notice of Disapproval of Prisoner Mail.~~

~~1. When a prisoner is prohibited from sending a letter, the letter and a written and signed notice stating the reason for disapproval, and indicating the portion(s) of the letter causing disapproval, shall be given to the prisoner.~~

~~2. When a prisoner is prohibited from receiving a letter, the letter and a written signed notice stating reason(s) for denial and indicating the portion(s) of the letter causing the denial shall be given the sender. The prisoner shall be given notice in writing that the letter has been prohibited, indicating the reason(s) and the sender's name.~~

~~3. When a prisoner is prohibited from sending or receiving mail, the affected prisoner is entitled to have such decision reviewed by the disciplinary hearing body, the chief law enforcement officer or his designee upon written request and shall be promptly informed of this right.~~

~~4. A written decision of the review of such denial shall be promptly delivered to the prisoner.~~

### ~~E. Limitations.~~

~~1. Incoming mail of post conviction prisoners that is clearly marked as coming from an attorney, court, or elected federal, state, county or city official shall be opened only in the presence of the addressee.~~

~~2. Mail to or from attorneys, courts or elected federal, state, county or city officials shall not be read.~~

~~3. There shall be no additional restrictions on prisoner correspondence for disciplinary or punishment purposes, unless the prisoner has violated rules as to correspondence. Upon proper showing of the alleged violation, the prisoner's mail may be restricted for a limited time, but such restriction shall not apply to attorney-client mail or correspondence with the courts.~~

### ~~F. Packages.~~

~~1. Incoming.~~

~~a. If a facility allows prisoners to receive packages, all packages shall be opened and inspected.~~

## LANGUAGE TO BE REPEALED

~~b. Packages may be received only if the contents conform to rules adopted by the chief law enforcement officer or his designee, and a witnessed receipt for permissible items shall be promptly delivered to the prisoner, unless such package is opened in the presence of the prisoner and all items are given directly to him.~~

~~2. Outgoing packages of prisoner's personal property shall be inspected to insure ownership and compliance with United States postal regulations.~~

~~G. Contraband. Items which are not permitted by jail rules may be destroyed upon the prisoner's written request, placed in the prisoner's personal property box, or returned collect to the sender. A receipt for permissible items received in the mail, including money or checks shall be signed by a staff member and a copy thereof promptly delivered to the prisoner. Contraband, as defined in RCW 9A.76.010, shall be turned over to the property authorities, for handling as evidence, for disciplinary action or possible prosecution under RCW 9A.76.140, 9A.76.150, 9A.76.160, or other applicable statutes. (Ord. 87-85 (part)).~~

### ~~1.28.410 Visitation.~~

~~A. General contact visitation should be provided for those prisoners determined to present a minimal degree of risk to the safety and security of the institution.~~

~~B. The degree of security required for each prisoner during visitation shall be determined by the person or persons responsible for classification under Section 1.28.150.~~

### ~~C. Social Visits.~~

~~1. The chief law enforcement officer or his designee shall establish and post rules governing regular visits and specifying times therefor.~~

~~2. All unsentenced prisoners and sentenced prisoners who have been in custody for more than 30 days shall be allowed a minimum of three hours total visitation per week. Those prisoners who have been in custody for less than 30 days shall be allowed a reasonable amount of visitation.~~

~~3. Preference on who visits will be determined by the inmate.~~

~~4. Except for immediate family members, visitors 17 years of age and under shall be accompanied by a parent or guardian.~~

~~D. The chief law enforcement officer or his designee may grant special visitation privileges to visitors who have traveled long distances, to visitors for hospitalized prisoners, and for other unusual circumstances.~~

~~E. Business and Professional Visits. Each prisoner shall be allowed confidential visits from his attorney or legal assistants and his pastor.~~

~~F. By prior arrangement with the chief law enforcement officer or his designee, a prisoner shall be allowed confidential visits for business or educational reasons.~~

~~G. Law enforcement professionals shall be allowed to interview prisoners at reasonable times and with prior notice, unless it appears circumstances do not permit delay.~~

### ~~H. Visitor Regulations.~~

~~1. Signs giving notice that all visitors and their accompanying possessions are subject to search shall be conspicuously posted at the entrances to the facility and at the entrance to the visiting area.~~

~~2. Any person may refuse a search, but subsequent to such refusal may then be denied entrance.~~

~~3. Other reasons for denying entrance to visitors shall include but not be limited to:~~

~~a. An attempt, or reasonable suspicion of an attempt to bring contraband into the facility;~~

~~b. Obvious influence or effect of alcohol or controlled substances;~~

~~c. Request from the prisoner's physician;~~

~~d. Request from the prisoner;~~

## **LANGUAGE TO BE REPEALED**

~~e. Reasonable grounds to believe a particular visit would present a substantial danger to jail security or management or the welfare of prisoners, staff or other visitors.~~

~~I. Whenever a visitor is refused admittance during regular visiting hours, the prisoner shall receive notice of the refusal stating the reason(s) therefor. The affected prisoner is entitled to have such decision reviewed by the disciplinary hearing body, the chief law enforcement officer or his designee upon written request and shall be promptly informed of this rights. A written decision of the reviewing body's determination stating the reason(s) therefor, shall be furnished to the prisoner who requested such review. (Ord. 87-85 (part)).~~

### ~~1.28.420 Severability.~~

~~Should any part of this chapter be declared illegal, the validity of the remaining provisions shall not be affected. And should it appear that any provision of this chapter is in conflict with any statutory provision of the state of Washington, then said chapter provision shall be deemed to be inoperative and null and void insofar as they are in conflict therewith and shall be modified to conform to such statutory provision. (Ord. 87-85 (part)).~~



# Whatcom County

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

## Agenda Bill Master Report

File Number: MIN2019-032

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<b>File ID:</b>	MIN2019-032	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	04/04/2019	<b>Entered by:</b>	JNixon@co.whatcom.wa.us		
<b>Department:</b>	Council Office	<b>File Type:</b>	Minutes Consent		
<b>First Assigned to:</b>	Council				
<b>Agenda Date:</b>	04/23/2019	<b>Next Mtg. Date:</b>		<b>Hearing Date:</b>	

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

### TITLE FOR AGENDA ITEM:

Board of Health for April 2, 2019

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

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## HISTORY OF LEGISLATIVE FILE

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Date:	Acting Body:	Action:	Sent To:
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**Attachments:** Draft Board of Health April 2 2019.pdf

**Final Action:**  
**Enactment Date:**  
**Enactment #:**

DISCLAIMER: This document is a draft and is provided as a courtesy. This document is not to be considered as the final minutes. All information contained herein is subject to change upon further review and approval by the Whatcom County Council.

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Whatcom County Council  
**Board of Health**

April 2, 2019

**CALL TO ORDER**

Council Chair Rud Browne called the meeting to order at 10:01 a.m. in the County Council Chambers, 311 Grand Avenue, Bellingham, Washington.

**ROLL CALL**

**Present:** Barbara Brenner, Rud Browne, Barry Buchanan, Tyler Byrd, Todd Donovan, Carol Frazey, and Satpal Sidhu.

**Absent:** None

**1. DIRECTOR REPORT**

Regina Delahunt, Health Department Director, reported on the following items:

- National Public Health Week
- State bills pending in the legislature
- Foundational public health in the State budget
- Concerns about ongoing operational funding for the proposed new crisis stabilization facility

Buchanan submitted a draft letter from the Council to State legislators regarding proposed funding for the crisis stabilization facility (*on file*).

Anne Deacon, Health Department, reported on the benefits of crisis stabilization facilities.

Board members and staff discussed the operational budget shortfall, concerns about funding from the new managed care organization (MCO) Medicaid providers, and the ability to supplement with County money and other in-kind benefits.

***Buchanan moved*** to send the letter to the appropriate senators from the County Council and the Council as the Board of Health.

The motion was seconded.

The motion carried by the following vote:

**Ayes:** Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)

**Nays:** None (0)

Board members and staff discussed the number of people who would be served each year.

Delahunt continued to report on the following items:

**DISCLAIMER:** This document is a draft and is provided as a courtesy. This document is not to be considered as the final minutes. All information contained herein is subject to change upon further review and approval by the Whatcom County Council.

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- Community health assessment and community health improvement plan prioritization session
- Health Department strategic plan and strategic work plan
- Departmental focus on staff equity, expectations, and customer service

## **2. PROPOSED PUBLIC HEALTH ADVISORY BOARD CODE REVISIONS**

Regina Delahunt, Health Department Director, reported and answered questions on defining and updating the County Code on the roles and responsibilities of the Health Board, Health Department, and Public Health Advisory Board.

Staff and Board members discussed how the current members would transition to the new positions; defining the social and economic factors as an indicator of an applicant's expertise; dividing the categories into individual positions just for physicians, social factor expertise, economic factor expertise, business, philanthropy, City of Bellingham, and a small city or the rural area; the appointment process; the specific positions that were difficult to fill; ensuring the balance on the advisory board reflects the entire community; and adding an experience category for private health insurance.

## **3. PUBLIC SESSION**

- AND -

## **4. YOUNG CHILDREN AND FAMILY RESOLUTION**

The following people spoke about the Young Children and Family Resolution:

- Desmond Skubi
- Tamara Tregoning
- Australia Cosby
- April Barker
- Vesla Kasimir
- Beverly Porter
- Kay Ingram, League of Women Voters
- Shovia Muchirawehondo
- Ken Gass, retired pediatrician
- Gabriel and Monica Koller, Generations Forward
- Emily O'Connor, Lydia Place Executive Director

**Donovan moved** to approve the resolution.

The motion was seconded.

The following people spoke and answered questions:

- Rachel Lucy, Public Health Advisory Board Chair, gave a presentation
- David Webster, Opportunity Council

Board members and presenters discussed the timing for coming up with a plan in a year, how Whatcom County compares to other counties in the state regarding childcare, the importance of education, and adding language at the request of the Brigid Collins House staff.



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1        **Donovan moved** to amend the fourth Whereas statement, "...and/or prolonged  
2        adversity such as physical, **sexual**, or emotional abuse...."

3  
4        The motion to amend was seconded.

5  
6        The motion to amend carried by the following vote:

7        **Ayes:**        Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)

8        **Nays:**        None (0)

9  
10       Board members and the presenters discussed whether there is research on the value  
11       of a parent staying home instead of putting a child in childcare, zoning or other laws that  
12       don't allow businesses to offer childcare to non-employees, and insurance liability issues  
13       with having children at work.

14  
15       The motion to approve as amended carried by the following vote:

16       **Ayes:**        Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)

17       **Nays:**        None (0)

18  
19       **Donovan moved** to appoint Board member Frazey to serve on the task force.

20  
21       The motion was seconded.

22  
23       The motion carried by the following vote:

24       **Ayes:**        Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)

25       **Nays:**        None (0)

26  
27  
28       **ADJOURN**

29  
30       The meeting adjourned at 11:33 a.m.

31  
32       The Council approved these minutes on \_\_\_\_\_, 2019.

33  
34       ATTEST:

WHATCOM COUNTY COUNCIL  
WHATCOM COUNTY, WASHINGTON

35  
36  
37  
38  
39       \_\_\_\_\_  
40       Dana Brown-Davis, Council Clerk

\_\_\_\_\_  
Rud Browne, Council Chair

41  
42  
43  
44       \_\_\_\_\_  
45       Jill Nixon, Minutes Transcription



# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2019-190

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<b>File ID:</b>	AB2019-190	<b>Version:</b>	1	<b>Status:</b>	Introduced for Public Hearing
<b>File Created:</b>	03/20/2019	<b>Entered by:</b>	SMock@co.whatcom.wa.us		
<b>Department:</b>	Public Works Department	<b>File Type:</b>	Ordinance		
<b>First Assigned to:</b> Council					
<b>Agenda Date:</b>	04/23/2019	<b>Next Mtg. Date:</b>		<b>Hearing Date:</b>	04/23/2019

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

### TITLE FOR AGENDA ITEM:

Ordinance establishing temporary installation of stop signs during construction of the West Badger Road/Bertrand Creek Bridge No 50 Replacement Project

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

To comply with RCW 36.32.120 and 46.61.200, it is found necessary and expedient to install temporary traffic control signs at the intersection of Berthusen Road and Loomis Trail Road to facilitate the West Badger Road/Bertrand Creek Bridge No 50 Replacement Project construction detour

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### HISTORY OF LEGISLATIVE FILE

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Date:	Acting Body:	Action:	Sent To:
04/09/2019	Council	INTRODUCED FOR PUBLIC HEARING	Council

---

**Attachments:** Memo, Ordinance

**Final Action:**  
**Enactment Date:**  
**Enactment #:**

Jon Hutchings  
Director



Joseph P. Rutan, P. E.  
County Engineer/Assistant Director  
322 N. Commercial Street, Ste 301  
Bellingham, WA 98225-4042  
Phone: (360) 778-6210  
Fax: (360) 778-6211

## MEMORANDUM

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

**Through:** Jon Hutchings, Director

**From:** Joseph P. Rutan, P.E., County Engineer / Assistant Director *JPR*  
James E. Lee, P.E., Engineering Manager *JEL*

**Date:** March 18, 2019

**Re:** **Ordinance Regarding Temporary Installation of Stop Signs at the  
intersection of Berthusen Road and Loomis Trail Road during Construction  
of the W. Badger Road / Bertrand Creek Bridge No. 50 Replacement Project**

---

### Requested Action

Public Works respectfully requests that the County Council adopt the proposed ordinance to install temporary stop signs at the intersection of Berthusen Road and Loomis Trail Road during Construction of the W. Badger Road / Bertrand Creek Bridge No. 50 Replacement Project.

### Background and Purpose

The existing W. Badger Road Bridge No. 50 at Bertrand Creek is scheduled to be replaced this summer with construction activities anticipated to begin in June 2019 and continuing into late 2019. This project is listed as #29 on the 2019 Annual Construction Program.

During the construction of this project, local traffic will be detoured around the project site via Berthusen Road, Loomis Trail Road and Weidkamp Road. Public Works proposes to install temporary stop signs at the intersection of Berthusen Road and Loomis Trail Road to improve safety and help manage the increased traffic this intersection will experience during the use of this detour. These temporary stop signs will be removed as soon as construction of the project is complete.

### Information

This ordinance will allow for the temporary installation of stop signs and is necessary to comply with RCW 36.32.120 and 46.61.200 to install traffic control signs.

Please contact James Lee at extension 6264 with any questions regarding this ordinance.

PROPOSED BY: Public Works - Engineering

INTRODUCTION DATE: \_\_\_\_\_

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

REGARDING TEMPORARY INSTALLATION OF STOP SIGNS  
AT THE INTERSECTION OF BERTHUSEN ROAD AND LOOMIS TRAIL ROAD DURING  
CONSTRUCTION OF THE WEST BADGER ROAD BERTRAND CREEK BRIDGE #50  
REPLACEMENT PROJECT

WHEREAS, in compliance with RCW 36.32.120 and 46.61.200, it is found necessary and expedient to install traffic control signs on certain County Roads; and

WHEREAS, the existing Bridge #50 on West Badger at Bertrand Creek is scheduled to be replaced; and

WHEREAS, design and permitting on the project is now complete and construction of this project is expected to start in the summer of 2019 with completion anticipated in late 2019; and

WHEREAS, during construction of this project West Badger Road will be closed at the project site and local traffic will be detoured to Berthusen Road, Loomis Trail Road and Weidkamp Road; and

WHEREAS, Public Works proposes installing temporary stop signs at the intersection of Loomis Trail Road and Berthusen Road to improve the safety of this intersection during use of this detour;

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that temporary stop signs be installed at the intersection of Loomis Trail Road and Berthusen Road as shown on page 2 of attached Exhibit A, the detour plan for the above-cited project, upon the start of project construction; and

BE IT FURTHER ORDAINED that upon completion of the project the temporary stop signs will be removed; and

BE IT FURTHER ORDAINED that the County Engineer is hereby directed to install the appropriate signs and that the Whatcom County Sheriff be notified by a copy of this ordinance.

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2019.

ATTEST:

WHATCOM COUNTY COUNCIL  
WHATCOM COUNTY, WASHINGTON

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

\_\_\_\_\_  
Rud Browne, Council Chair

APPROVED AS TO FORM:

( ) Approved

( ) Denied

  
\_\_\_\_\_  
Senior Deputy Prosecuting  
Attorney - Civil Division

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

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





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ISSUED BY AN SET / REVOLUTION

No	DATE	BY	ISSUED PLAN SET / REVISIONS
1			
2			
3			
4			

DATA	DESIGN	DRAWN	CHECKED
BASE	N/J	EJB	N/J
PLAN	N/J	EJB	N/J
EORZ DUTUM		NAD 83/61	

DATE: February 27, 2019  
 JOB No: CRP 915024  
 RIDGE No: 50  
 16000 DETAILING CHRG

**PUBLIC WORKS DIRECTOR:** JON HUTCHINGS  
**COUNTY ENGINEER:** JOSEPH P. RUTAN  
**PROJECT ENGINEER:** JAMES E. ...

**R&E** Reichardt & Ebe

**WHATCOM COUNTY**  
DEPARTMENT OF PUBLIC WORKS  
221 N. COMMERCIAL ST., SUITE 303 BEECHER, IL 60015

WEST BADGER ROAD / BERTRAND CREEK  
BRIDGE NO. 50 REPLACEMENT  
PASSENGER CAR DETOUR

SHEET: C10

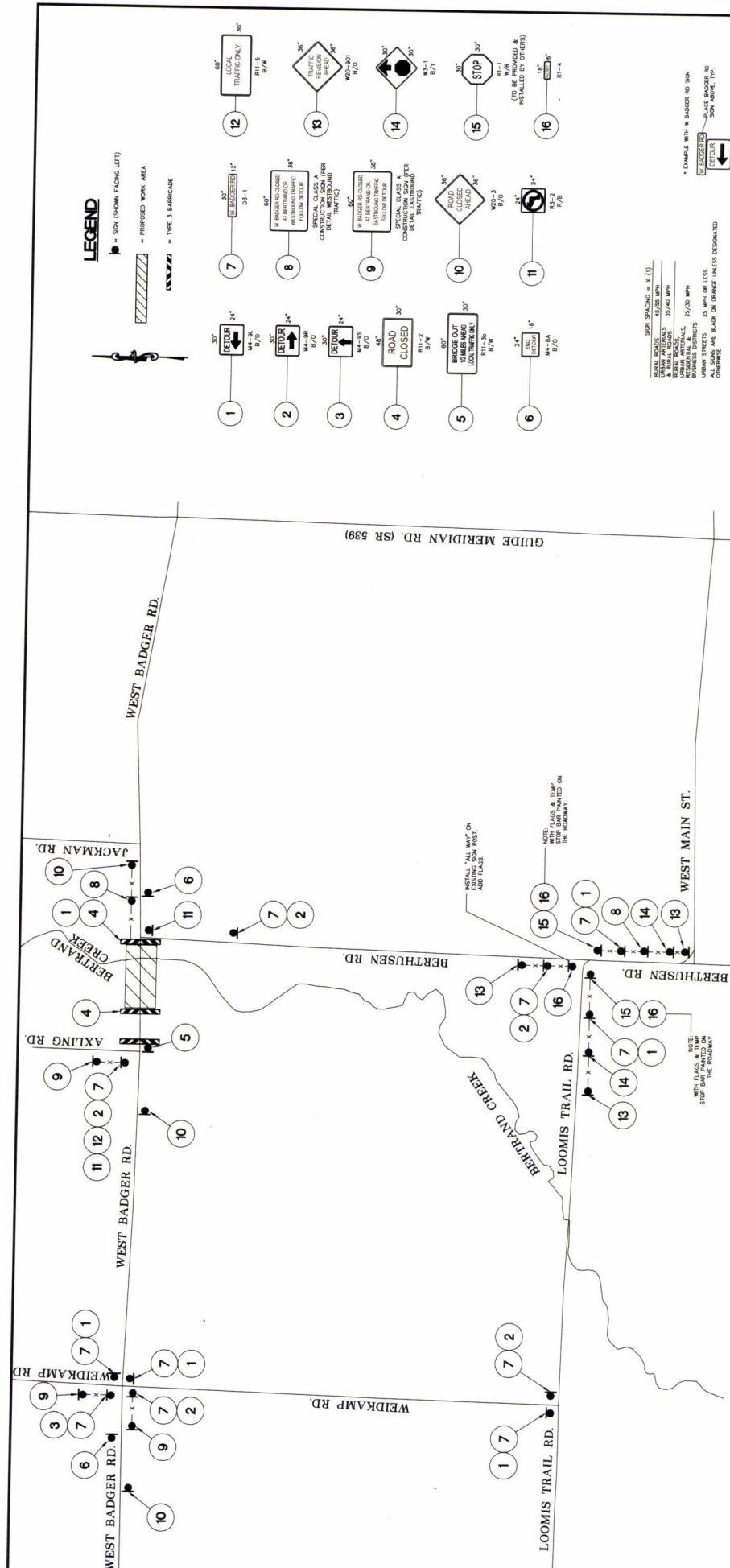


Diagram of a rectangular traffic sign with the following dimensions and text:

- Overall width: 60"
- Overall height: 84"
- Top border: 1 1/2"
- Left border: 1 1/2"
- Right border: 1 1/2"
- Bottom border: 1 1/2"
- Text inside the sign:
  - W. BADGER RD CLOSED
  - AT BERTRAND CR.
  - WESTBOUND TRAFFIC
  - FOLLOW DETOUR
- Sign thickness: 0.75" THICK SIGNAGE
- Mounting bracket width: 0.5"
- Mounting bracket height: 8.75" (19")

**SPECIAL CONSTRUCTION SIGN**  
**WESTBOUND TRAFFIC**

[illegible]

**SPECIAL CONSTRUCTION SIGN**  
**EASTBOUND TRAFFIC**

EXHIBIT A -  
PAGE 2 OF 2

SIGN SPACING = X (1)	
RURAL ROADS	45/35 MPH
RURAL ARTERIALS	30/40 MPH
RURAL ROADS	25/30 MPH
RURAL ARTERIALS	25/30 MPH
URBAN ARTERIALS	25 MPH OR LESS
BUSINESS DISTRICTS	25 MPH OR LESS
URBAN STREETS	25 MPH OR LESS
ALL SIGNS ARE BLACK ON ORANGE UNLESS OTHERWISE	

(1) ALL SPACING MAY BE ADJUSTED TO ACCOMMODATE AT-GRADE INTERSECTIONS AND DRIVEWAYS  
 (2) THIS SIGN SPACING MAY BE REDUCED TO 10' FOR ALL OTHERS

\* EXAMPLE WITH W BADGER RD SIGN

Diagram illustrating a sign configuration: A rectangular sign with the text "W BADGER RD" is positioned above a square sign. The square sign contains the word "DETOUR" and a large downward-pointing arrow.

### LEGEND

<p>30° DETOUR W-4-R B/I/O</p>	<p>30° DETOUR W-4-R B/I/O</p>	<p>30° DETOUR W-4-U B/I/O</p>	<p>30° ROAD CLOSED W-1-Z B/I/O</p>	<p>30° BRIDGE OUT TRUCK HEAD ONLY TRAFFIC ONLY W-1-30 B/I/O</p>	<p>30° END OF ROAD AHEAD W-1-4 B/I/O</p>	<p>30° DETOUR BAY 2 B/I/O</p>	<p>30° DETOUR BAY 2 B/I/O</p>	<p>30° DETOUR BAY 2 B/I/O</p>	<p>30° DETOUR BAY 2 B/I/O</p>	<p>30° DETOUR BAY 2 B/I/O</p>	<p>30° LOCAL TRAFFIC ONLY W-1-5 B/I/O</p>	<p>30° AHEAD W-2-0 B/I/O</p>	<p>30° ROAD CLOSED W-3-1 B/I/O</p>	<p>30° STOP W-1-1 B/I/O</p>	<p>30° ROAD CLOSED W-3-2 B/I/O</p>
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# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2019-207

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<b>File ID:</b>	AB2019-207	<b>Version:</b>	1	<b>Status:</b>	Introduced for Public Hearing
<b>File Created:</b>	03/29/2019	<b>Entered by:</b>	CStrong@co.whatcom.wa.us		
<b>Department:</b>	Planning and Development Services Department	<b>File Type:</b>	Ordinance		
<b>First Assigned to:</b>	Council				
<b>Agenda Date:</b>	04/23/2019	<b>Next Mtg. Date:</b>		<b>Hearing Date:</b>	04/23/2019

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

### TITLE FOR AGENDA ITEM:

Ordinance adopting amendments to WCC Title 20 Zoning, amending the lot coverage limits for public community facilities in the Residential Rural (RR), Rural (R), and Point Roberts Transitional Zone (TZ) districts

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Ordinance amending Whatcom County Code Title 20 Zoning to increase the lot coverage limit for public community facilities from 20% to 35%, with no limitation on building footprint size, in the Rural Residential (RR), Rural (R), and Point Roberts Transitional Zone (TZ) districts

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### HISTORY OF LEGISLATIVE FILE

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Date:	Acting Body:	Action:	Sent To:
04/09/2019	Council	INTRODUCED FOR PUBLIC HEARING	Council

---

**Attachments:** Staff Report, Ordinance (draft)

**Final Action:**  
**Enactment Date:**  
**Enactment #:**

## Whatcom County Planning & Development Services Staff Report

### Public Community Facilities Lot Coverage Amendment

#### I. FILE INFORMATION

File # PLN2017-00007

**File Name:** Title 20 Zoning Code Amendments – Public Community Facilities Lot Coverage

**Applicant:** Whatcom County Planning and Development Services (PDS)

**Summary of Request:** Amend Whatcom County Code Title 20 Zoning to increase the lot coverage limit for public community facilities from 20% to 35%, with no limitation on building footprint size, in the Residential Rural (RR), Rural (R), and Point Roberts Transitional Zone (TZ) districts.

**Location:** Countywide

**Staff Recommendation:** Approve

#### II. BACKGROUND

In 2012 Whatcom County adopted Ordinance 2012-032 in response to the Growth Management Hearings Board decision, which found Whatcom County's rural development regulations lacked measures to protect rural character. Among the amendments made by this ordinance were changes to the maximum lot coverage standards in the RR, R, and TZ zoning districts. Lot coverage is "the percent of a lot or parcel which is, or will be, covered by all structures located thereon." (WCC 20.97.217). Before 2012 the maximum lot coverage in these zones was 35% of the lot, regardless of the lot's size. The 2012 amendments changed the standard to "no more than 5,000 square feet or 20%, whichever is greater, of the total area, not to exceed 25,000 square feet," as a way to minimize building size and stormwater impacts<sup>1</sup>.

In 2015 in another code amendment related to the same Growth Management Hearings Board case (Ord. 2015-048), the County adopted an amendment to WCC 20.80.100(2) that allowed public community facilities to exceed the cumulative building size limits in rural commercial zones, subject to a conditional use permit. In keeping with the Growth Management Act's intention not to place urban services and facilities in rural areas, that provision was limited to "a public community facility that serves a predominantly rural area."

In October 2016, the County adopted Ordinance 2016-045, which, among other things, adopted the Department of Ecology's *Stormwater Manual for Western Washington* to be applied countywide. This action requires that development over a certain size install controls and mitigate stormwater impacts caused by development. It essentially nullified the need to maintain a lesser lot coverage as a way of managing stormwater.

In June 2017 Whatcom County Public Works asked PDS to process a building permit for an addition to a building within the County's Maintenance and Operations facility on West Smith Road, in the Rural (R)

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<sup>1</sup> Other than in our Watershed Overlay areas around our lakes, prior to this Whatcom County had no stormwater regulations applicable in the rural areas.

district. The facility currently covers only 0.56% of the lot (35,773 sf of buildings on 147 acres) and thus doesn't exceed the 25% lot coverage standard, but it does exceed the 25,000 square foot maximum. Thus, without this amendment there is no way to approve this addition.<sup>2</sup>

In 2018, the Mount Baker School District (MBSD) also approached PDS with a conundrum. In order to accommodate the expected rise in the number of students over the next 20 years, they anticipate needing to build new additions and buildings to several of their campuses (some sooner than later). But they find that they, too, would not be able to do so under the current restrictions. Table 1 shows the District's projections of their needs, as well as how much they are currently over/under the 25,000 sf building footprint and 20% lot coverage limits, as well as were they to build all structures necessary to accommodate their projected needs.

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<sup>2</sup> Because the maintenance facility is a permitted use in the R zone (WCC 20.36.060) expansion of the building cannot be processed as an expansion of a nonconforming use under WCC 20.83.020. Also there is no "hardship" that would justify an application for a variance.

**Table 1. Mount Baker School District Facility Lot Coverage/Building Footprint Analysis by Campus, February 2019**

Facility	Current						Future				Allowable Bldg. Footprint w/ 35% Lot Coverage (sf)
	Lot Size (ac)	Lot Size (sf)	Cumulative Bldg. Footprint (sf)	Amount Over/Under Max 25,000 sf	Lot Coverage (%)	Amount Over/Under 20% Lot Coverage	Total Projected Bldg. Footprint needed w/in next 20 Years (sf)	Amount Over/Under Max 25,000 sf	Projected Lot Coverage (%)	Amount Over/Under 20% Lot Coverage	
Acme Elementary School	11.20	487,872	30,299	-5,299	6.21%	13.79%	41,184	-16,184	8.44%	11.56%	170,755
Harmony Elementary School	14.28	622,037	41,135	-16,135	6.61%	13.39%	51,871	-26,871	8.34%	11.66%	217,713
Kendall Elementary School	21.84	951,350	58,018	-33,018	6.10%	13.90%	71,832	-46,832	7.55%	12.45%	332,973
Mount Baker Jr/Sr High School	25.00	1,089,000	192,831	-167,831	17.71%	2.29%	235,742	-210,742	21.65%	-1.65%	381,150
Educational Resource Center	13.20	574,992	4,512	20,488	0.78%	19.22%	8,219	16,781	1.43%	18.57%	201,247
Transp./Maint./Ag Instruction	9.33	406,415	19,946	5,054	4.91%	15.09%	22,446	2,554	5.52%	14.48%	142,245

**Built-in Projection Assumptions**

- **1-5 Years:** At the elementary schools the increased lot coverage is for portables, at the JH/HS it is for a 25% increase in coverage for the Field House
- **Preschool:** This would be placement of a portable at each Elementary School site dedicated for Preschool / Early Education which is something the District is considering
- **6-20 Increase:** Is based upon a long-term consideration of approximately 16% growth in student population, 75 @ Elementary, 150 @ JH/HS level, and 15 @ Pre-K

**Considerations (Per School)**

- **Acme Elementary**
  - Two portables foreseeable within the next two years to address space issues for pull-out instruction, new computer lab, itinerant staff, etc.
  - Long-term, expand space for a separate cafeteria. Also, addition of a portable for preschool / early education

- **Harmony Elementary**
  - One to two portables foreseeable within the next two years to address space issues for one-on-one pull-out, outside agency use, resource room, etc.
  - Long-term, expand space for a separate cafeteria. Also, addition of a portable for preschool / early education
- **Kendall Elementary**
  - One to two portables foreseeable within the next two years to address space issues for classroom, computer lab, etc.
  - Addition of a portable for preschool / early education
- **Junior High / High School**
  - Expansion of Field House is high priority. Weight room and locker rooms are in need of material upgrades
  - Special Program / Curriculum Portable upgrade in progress
- **Educational Resource Center**
  - Potential install of a play shed
  - Long term if there is an increase in population, the site would need expansion
- **Transportation / Maintenance / Agricultural Instruction**
  - Two portables foreseeable within the next few years to replace temporary Driver Lounge & Transportation Office
  - At this time, there is no foreseeable long-term expansion at the facility

### III. ZONING CODE AMENDMENT

Originally, this proposed amendment exempted both public community facilities *and* community centers from the lot coverage limits of the RR, R, and TZ zones. These facilities are defined in WCC as follows:

**20.97.323.1 Public community facility.**

“Public community facility” means a publicly funded community service facility, including but not limited to a fire station, law enforcement station, public school, library, or water/sewer treatment facility; and excluding correction facilities.

**20.97.070 Community center.**

“Community center” means land and/or building(s) owned by a public agency or private nonprofit entity used for social, civic, educational or recreational purposes, which serves mainly the community where located; including but not limited to community halls and centers, grange halls, senior citizen centers, teen centers, youth clubs, field houses and churches. The facilities are available for occasional public meetings. They may also have the minimal kitchen facilities required for occasional banquets. Private clubs as defined in this ordinance are not included.

However, at their July 13, 2017, hearing on this matter, the Planning Commission was concerned about including community centers in this amendment, as they foresaw it allowing for a proliferation of large-scale buildings in the rural areas. Not only could this impact rural character, but they worried that were such facility to go bankrupt or otherwise close, the building could not be used for anything else and would sit empty. Thus, they did not recommend approval.

For the proposal currently before Council, staff has worked with the Mount Baker School District and Public Works in determining that a lot coverage maximum of 35% (what it was originally), rather than 20% (what it is currently), without a cap on the building footprint size, would allow both to expand adequately to serve their projected needs in serving the rural community. Schools would still need to obtain a conditional use permit in the RR, R, and TZ districts and “serve a predominantly rural area” to be eligible for the reduction. Additionally, we have deleted the previously proposed exemption for community centers to address the Planning Commission’s concern.

The proposed language would read:

#### **Chapter 20.32 RESIDENTIAL RURAL (RR) DISTRICT**

**20.32.450 Lot coverage. (Adopted by reference in WCCP Chapter 2.)**

Except as follows, n~~No~~ structure or combination of structures shall occupy or cover more than 5,000 square feet or 20 percent, whichever is greater, of the total lot area, not to exceed 25,000 square feet. Public community facilities that serve a predominantly rural area shall occupy or cover no more than 35% of a lot, with no limitation on structure (or combination of structures) size. Buildings used for livestock or agricultural products shall be exempt from this lot coverage requirement.

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#### **Chapter 20.36 RURAL (R) DISTRICT**

**20.36.450 Lot coverage. (Adopted by reference in WCCP Chapter 2.)**

Except as follows, n~~No~~ structure or combination of structures shall occupy or cover more than 5,000 square feet or 20 percent, whichever is greater, of the total lot area, not to exceed 25,000 square feet. Public community facilities that serve a predominantly rural area shall occupy or cover no more than 35% of a lot, with no limitation on structure (or combination of structures) size. Buildings used for livestock or agricultural products shall be exempt from this lot coverage requirement.



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## Chapter 20.37 POINT ROBERTS TRANSITIONAL ZONE (TZ) DISTRICT

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### 20.37.450 Lot coverage.

Except as follows, no structure or combination of structures shall occupy or cover more than 5,000 square feet or 20 percent, whichever is greater, of the total lot area, not to exceed 25,000 square feet. Public community facilities that serve a predominantly rural area shall occupy or cover no more than 35% of a lot, with no limitation on structure (or combination of structures) size. Buildings used for livestock or agricultural products shall be exempt from this lot coverage requirement.

Adopting the proposed amendment would allow public facilities the ability to keep pace with the need for their services in rural areas, while at the same time ensuring neighboring property owners have the opportunity to review and comment on any expansion plans through the conditional use process.

## IV. COMPREHENSIVE PLAN EVALUATION

Whatcom County Comprehensive Plan goals and policies that are applicable to the proposed amendments are listed below:

### **Goal 2DD: Retain the character and lifestyle of rural Whatcom County.**

Policy 2DD-2: Protect the character of the rural area through the County's development regulations. In addition to the policies of this plan that profile measures governing rural development, the following County's key development regulations are incorporated into this plan by reference to assure that the plan contains measures to protect rural character:

.....

B. Measures to assure visual compatibility of rural development with the surrounding rural area:

1. Ensure that the visual landscapes traditionally found in rural areas and communities are preserved through limitation on structural coverage of lots in the following Zoning Code provisions, adopted herein by reference:

- a. WCC 20.32.040 Lot coverage, Residential Rural District
- b. WCC 20.36.040 Lot coverage, Rural District

.....

### **Goal 2EE: Ensure that rural areas are provided with services consistent with the rural character and that development patterns do not encourage an increased service level or degrade water quality.**

.....

Policy 2EE-2: Coordinate and plan public facilities, services, roads, and utilities to ensure that rural areas have appropriate and adequate rural levels of service necessary to maintain a rural lifestyle. Coordinate with rural service providers to ensure efficient and effective service to rural areas.

The subject amendment is consistent with the above referenced Comprehensive Plan goals to protect rural character through measures to assure visual compatibility, and to ensure that adequate public facilities are provided in the rural area.

## **V. PROPOSED FINDINGS OF FACT AND REASONS FOR ACTION**

Staff recommends the Planning Commission adopt the following findings of fact and reasons for action:

1. Whatcom County Planning and Development Services has submitted an application for amendments to WCC Title 20 Zoning to exempt public community facilities from lot coverage limits in the Residential Rural (RR), Rural (R), and Point Roberts Transitional Zone (TZ) districts.
2. A determination of non-significance (DNS) was issued under the State Environmental Policy Act (SEPA) on June 29, 2017.
3. Notice of the subject amendment was submitted to the Washington State Department of Commerce on June 21, 2017.
4. Notice of the Planning Commission public hearing for the amendments was published in the Bellingham Herald on June 30, 2017.
5. The Planning Commission held a public hearing on the proposed amendments on July 13, 2017.
6. Comprehensive Plan Policy 2DD-2.B.1 supports protecting rural character through lot coverage regulations.
7. Comprehensive Plan Policy 2EE-2 requires that the County ensure adequate public facilities and services in rural areas.

## **VI. PROPOSED CONCLUSIONS**

1. The amendments to the zoning code are in the public interest.
2. The amendments are consistent with the Whatcom County Comprehensive Plan.

## **VII. STAFF RECOMMENDATION**

Planning and Development Services recommends that the County Council adopt these amendments approval.

## **ATTACHMENTS**

Draft ordinance

PROPOSED BY: \_\_\_\_\_  
INTRODUCTION DATE: \_\_\_\_\_

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

**ADOPTING AMENDMENTS TO WHATCOM COUNTY CODE TITLE 20 ZONING, AMENDING THE LOT  
COVERAGE LIMITS FOR PUBLIC COMMUNITY FACILITIES IN THE RESIDENTIAL RURAL (RR), RURAL (R),  
AND POINT ROBERTS TRANSITIONAL ZONE (TZ) DISTRICTS**

**WHEREAS**, Whatcom County Planning and Development Services has proposed amendments to Whatcom County Code Title 20 Zoning; and

**WHEREAS**, The Whatcom County Council reviewed and considered Planning Commission recommendations, staff recommendations, and public comments on the proposed amendments; and

**WHEREAS**, The County Council hereby adopts the following findings of fact:

**FINDINGS OF FACT**

1. Whatcom County Planning and Development Services has submitted an application for amendments to WCC Title 20 Zoning to exempt public community facilities and community centers from lot coverage limits in the Residential Rural (RR), Rural (R), and Point Roberts Transitional Zone (TZ) districts.
2. A determination of non-significance (DNS) was issued under the State Environmental Policy Act (SEPA) on June 29, 2017.
3. Notice of the subject amendment was submitted to the Washington State Department of Commerce on June 21, 2017.
4. Notice of the Planning Commission public hearing for the amendments was published in the Bellingham Herald on June 30, 2017.
5. The Planning Commission held a public hearing on the proposed amendments on July 13, 2017.
6. Comprehensive Plan Policy 2DD-2.B.1 supports protecting rural character through lot coverage regulations.
7. Comprehensive Plan Policy 2EE-2 requires that the county ensure adequate public facilities and services in rural areas.

**CONCLUSIONS**

1. The amendments to the zoning code are the public interest.
2. The amendments are consistent with the Whatcom County Comprehensive Plan.

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that:

Section 1. The following amendments to the Whatcom County Code are hereby adopted.

**Chapter 20.32 RESIDENTIAL RURAL (RR) DISTRICT**

**20.32.450 Lot coverage.** (Adopted by reference in WCCP Chapter 2.)

Except as follows, No structure or combination of structures shall occupy or cover more than 5,000 square feet or 20 percent, whichever is greater, of the total lot area, not to exceed 25,000 square feet.

Public community facilities that serve a predominantly rural area shall occupy or cover no more than 35% of a lot, with no limitation on structure (or combination of structures) size. Buildings used for livestock or agricultural products shall be exempt from this lot coverage requirement.

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#### Chapter 20.36 RURAL (R) DISTRICT

##### **20.36.450 Lot coverage.** (Adopted by reference in WCCP Chapter 2.)

Except as follows, No structure or combination of structures shall occupy or cover more than 5,000 square feet or 20 percent, whichever is greater, of the total lot area, not to exceed 25,000 square feet. Public community facilities that serve a predominantly rural area shall occupy or cover no more than 35% of a lot, with no limitation on structure (or combination of structures) size. Buildings used for livestock or agricultural products shall be exempt from this lot coverage requirement.

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#### Chapter 20.37 POINT ROBERTS TRANSITIONAL ZONE (TZ) DISTRICT

##### **20.37.450 Lot coverage.**

Except as follows, No structure or combination of structures shall occupy or cover more than 5,000 square feet or 20 percent, whichever is greater, of the total lot area, not to exceed 25,000 square feet. Public community facilities that serve a predominantly rural area shall occupy or cover no more than 35% of a lot, with no limitation on structure (or combination of structures) size. Buildings used for livestock or agricultural products shall be exempt from this lot coverage requirement.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

WHATCOM COUNTY COUNCIL  
WHATCOM COUNTY, WASHINGTON

ATTEST:

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

\_\_\_\_\_  
Rud Browne, Chairperson

APPROVED as to form:

( ) Approved      ( ) Denied

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

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

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



# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2019-224

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<b>File ID:</b>	AB2019-224	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	04/08/2019	<b>Entered by:</b>	SMildner@co.whatcom.wa.us		
<b>Department:</b>	County Executive's Office	<b>File Type:</b>	Executive Appointment		

**First Assigned to:** Council

<b>Agenda Date:</b>	04/23/2019	<b>Next Mtg. Date:</b>		<b>Hearing Date:</b>	
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Primary Contact Email: smildner@co.whatcom.wa.us

### TITLE FOR AGENDA ITEM:

Request confirmation of Executive Louws reappointment of Arlene Feld to the North Sound Behavioral Health Organization Advisory Board

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attached memorandum

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### HISTORY OF LEGISLATIVE FILE

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Date:	Acting Body:	Action:	Sent To:

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**Attachments:** NSBHO memo, NSBHO board application - Feld

**Final Action:**  
**Enactment Date:**  
**Enactment #:**



## Memorandum

**TO: JACK LOUWS**

**FROM: Jackie Mitchell**

**DATE: 04/04/19**

**RE: Recommendation for reappointment to the North Sound Behavioral Health Organization Advisory Board**

RECEIVED

APR 5 - 2019

JACK LOUWS  
COUNTY EXECUTIVE

OK TO RE-APPOINT

I am pleased to forward a recommendation for the North Sound Behavioral Health Organization (BHO) Advisory Board.

Arlene Feld is a candidate who was first appointed to the North Sound BHO Advisory Board in 2017, and her first partial term recently expired on 1/31/19. Arlene has experience as a mental health professional in Whatcom County, and she is currently a member of several other local boards and committees. She is excited and looking forward to her second board appointment.

We highly recommend Arlene for reappointment to the BHO Advisory Board.

Thank you for considering this recommendation for reappointment.







## 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	Arlene
Last Name	Feld
Today's Date	4/4/2019
Street Address	1510 Broadway
City	Bellingham
Zip	98225
Do you live in & are you registered to vote in Whatcom County?	Yes
Do you have a different mailing address?	Field not completed.
Primary Telephone	360-441-6421
Secondary Telephone	360-733-2022
Email Address	<a href="mailto:arlenefeld1@gmail.com">arlenefeld1@gmail.com</a>
1. Name of Board or Committee	<b>North Sound Behavioral Health Organization</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 5
4. Are you a US citizen?	Yes

5. Are you registered to vote in Whatcom County?	Yes
6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?	No
7. Have you ever been a member of this Board/Commission?	Yes
If yes, please list dates:	2017-2019
8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?	No
You may attach a resume or detailed summary of experience, qualifications, & interest in response to the following questions	<i>Field not completed.</i>
9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education	Licensed MFT counselor. Staff counselor at Whatcom Co. Crisis Triage, 10 yrs. Incarceration Prevention Task Force. Interfaith Coalition Board BPD Community Advisory Committee
10. Please describe why you're interested in serving on this board or commission	We have influenced important improvements in the Mental Health care system over the last 2 yrs.
References (please include daytime telephone number):	Mayor Kelli Linville
Signature of applicant:	Arlene Feld
Place Signed / Submitted	Bellingham, Washington



# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2019-234

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<b>File ID:</b>	AB2019-234	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	04/11/2019	<b>Entered by:</b>	SMildner@co.whatcom.wa.us		
<b>Department:</b>	County Executive's Office	<b>File Type:</b>	Executive Appointment		

**First Assigned to:** Council

<b>Agenda Date:</b>	04/23/2019	<b>Next Mtg. Date:</b>		<b>Hearing Date:</b>	
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Primary Contact Email: smildner@co.whatcom.wa.us

### TITLE FOR AGENDA ITEM:

Request confirmation of the County Executive's appointment of Michael Parker to the Whatcom County Housing Advisory Committee

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attached memorandum and application

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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:** Parker appt recommendation, Parker application

**Final Action:**  
**Enactment Date:**  
**Enactment #:**

# WHATCOM COUNTY Health Department

*Leading the community in promoting health  
and preventing disease.*



**Regina A. Delahunt**  
Director

**Greg Stern, M.D.**  
Health Officer

**RECEIVED**

APR 10 2019

JACK LOUWS  
COUNTY EXECUTIVE

**To:** County Executive Jack Louws  
**From:** Barbara Johnson-Vinna, Housing Specialist, Whatcom Co. Health Department  
**Date:** April 9, 2019

I am writing to recommend the appointment of Michael Parker to the Whatcom County Housing Advisory Committee (WCHAC).

Mr. Parker plays an important role in our homeless housing response system as director of the Whatcom Homeless Service Center. He has ten years of experience working in the housing field as well as a master's degree in social work. As the person responsible for managing Whatcom County's Coordinated Entry system he is uniquely qualified to be a member of this committee. Mr. Parker plays an active role in the community and is very knowledgeable of issues and resources related to homelessness and housing services.

The Housing Advisory Committee enthusiastically supports the appointment of Mr. Parker to this committee.

*Barbara Johnson-Vinna*

509 Girard Street  
Bellingham, WA 98225-4005  
(360) 778-6000  
FAX (360) 778-6001



**PUBLIC HEALTH**  
ALWAYS WORKING FOR A SAFER AND  
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[www.whatcomcounty.us/health](http://www.whatcomcounty.us/health)

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Bellingham, WA 98225-4551  
(360) 778-6100  
FAX (360) 778-6101

WhatcomCoHealth



## 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	Field not completed.
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First Name	Michael
------------	---------

Last Name	Parker
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Today's Date	4/9/2019
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Street Address	2424 Ellis St
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City	Bellingham
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Zip	98225
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Do you live in & are you registered to vote in Whatcom County?	Yes
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Do you have a different mailing address?	Field not completed.
--	----------------------

Primary Telephone	3606036181
-------------------	------------

Secondary Telephone	Field not completed.
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Email Address	<a href="mailto:mphike@yahoo.com">mphike@yahoo.com</a>
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1. Name of Board or Committee	<b>Housing Advisory Committee</b>
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2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?	Yes
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3. Which Council district do you live in?	District 2
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4. Are you a US citizen?	Yes
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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 Opportunity Council as Director of the Whatcom Homeless Service Center which has contracts with the Whatcom County Health Dept.
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	I have worked for the Opportunity Council as Director of the Whatcom Homeless Service Center since December of 2015. I am honored to direct our Homeless Outreach Team, Coordinated Entry for families who are homeless, and a robust Master Leasing rental program through the US Dept of Housing and Urban Development. I have worked in areas of housing and homelessness since 2009 and have had roles in case management, and have been directing programs at the OC and previously at Catholic Community Services. I have a Master of Social Work degree and am dedicated to helping all Whatcom County residents find safe and affordable housing.
10. Please describe why you're interested in serving on this board or commission	As the director who oversees Coordinated Entry services for families experiencing homelessness in our county through contract with Whatcom County and City of Bellingham, I have a unique holistic view of the county-wide nature of this issue and am well-versed in both the challenges and effective strategies at reducing homelessness.
References (please include daytime telephone number):	Ann Deacon, Whatcom County Human Services Manager, 360 778-6054
Signature of applicant:	Michael Parker
Place Signed / Submitted	Bellingham, WA





# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2019-223

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<b>File ID:</b>	AB2019-223	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	04/08/2019	<b>Entered by:</b>	MAamot@co.whatcom.wa.us		
<b>Department:</b>	Planning and Development Services Department	<b>File Type:</b>	Ordinance		

**First Assigned to:** Council

**Agenda Date:** 04/23/2019

**Next Mtg. Date:**

**Hearing Date:**

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

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

Whatcom County Comprehensive Plan amendments concerning the Lummi Island Ferry; the proposal would modify a policy relating to ferry level of service and delete a policy relating to a ferry feasibility study

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

Whatcom County Comprehensive Plan amendments concerning the Lummi Island Ferry. The proposal would modify Policy 6A-1 relating to ferry level of service and delete Policy 6C-9 relating to a ferry feasibility study

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### **HISTORY OF LEGISLATIVE FILE**

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Date:	Acting Body:	Action:	Sent To:
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**Attachments:** Memo to Council, Draft Ordinance, Draft Ordinance - Exhibit A, Planning Commission Findings

**Final Action:**

**Enactment Date:**

**Enactment #:**

**WHATCOM COUNTY**

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



**Mark Personius**  
Director

## Memorandum

April 8, 2019

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

FROM: Matt Aamot, Senior Planner *MA*

THROUGH: Mark Personius, Director *MP*

RE: Lummi Island Ferry – Comp Plan Amendments (PLN2019-00004)

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The subject proposal is to modify the Whatcom County Comprehensive Plan as follows:

- Amending Policy 6A-1 relating to Lummi Island ferry level of service.
- Deleting Policy 6C-9 relating to a ferry feasibility study.

The Lummi Island Ferry Advisory Committee was established by WCC 2.145 (adopted in 2012). This Advisory Committee proposed modifications to Comprehensive Plan Policy 6A-1 relating to ferry level of service. Additionally, the *Lummi Island Ferry System Level of Service Alternatives Analysis Final Report* was issued on July 5, 2018. Therefore, Comprehensive Plan Policy 6C-9, relating to a ferry feasibility study, should be deleted because the study is complete. The Whatcom County Council endorsed the Lummi Island Ferry Advisory Committee recommendations by approval of Resolution 2018-026 on July 24, 2018.

The Whatcom County Planning Commission held a public hearing and recommended approval of these Comprehensive Plan amendments on January 24, 2019.

We are now requesting Council review of the amendments and anticipate that the County Council would make a final decision when all comprehensive plan amendments are reviewed concurrently.

Thank you for your consideration of this matter. We look forward to discussing it with you.

PROPOSED BY: Planning & Development Services  
INTRODUCTION DATE: April 23, 2019

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

**ADOPTING AMENDMENTS TO THE  
WHATCOM COUNTY COMPREHENSIVE PLAN  
RELATING TO THE LUMMI ISLAND FERRY**

**WHEREAS,** The Lummi Island Ferry Advisory Committee proposed modifications to the Whatcom County Comprehensive Plan relating to the Lummi Island ferry; and

**WHEREAS,** The Whatcom County Planning Commission held a public hearing and issued recommendations on the proposed amendments; and

**WHEREAS,** The County Council considered the Lummi Island Ferry Advisory Committee and Planning Commission recommendations; and

**WHEREAS,** The County Council hereby adopts the following findings of fact:

**FINDINGS OF FACT**

**Background Information**

1. The subject amendments to the Whatcom County Comprehensive Plan (Chapter 6, Transportation) are summarized as follows:
  - a. Amending Policy 6A-1 relating to Lummi Island ferry level of service.
  - b. Deleting Policy 6C-9 relating to a ferry feasibility study.
2. Notice of the subject amendments was submitted to the Washington State Department of Commerce on December 12, 2018.
3. Notice of the Planning Commission hearing was sent to citizen, media, and other groups on the County's e-mail list on January 9, 2019.
4. Notice of the Planning Commission hearing was posted on the County website on January 10, 2019.
5. Notice of the Planning Commission hearing was published in the Bellingham Herald on January 11, 2019.

6. A determination of non-significance (DNS) was issued under the State Environmental Policy Act (SEPA) on January 11, 2019.
7. The Planning Commission held a public hearing on the subject amendments on January 24, 2019.
8. Pursuant to WCC 22.10.060(1), in order to approve comprehensive plan amendments the County must find all of the following:
  - a. The amendment conforms to the requirements of the Growth Management Act, is internally consistent with the county-wide planning policies and is consistent with any interlocal planning agreements.
  - b. Further studies made or accepted by the Department of Planning and Development Services indicate changed conditions that show need for the amendment.
  - c. The public interest will be served by approving the amendment. In determining whether the public interest will be served, factors including but not limited to the following shall be considered:
    - i. The anticipated effect upon the rate or distribution of population growth, employment growth, development, and conversion of land as envisioned in the comprehensive plan.
    - ii. The anticipated effect on the ability of the county and/or other service providers, such as cities, schools, water and/or sewer purveyors, fire districts, and others as applicable, to provide adequate services and public facilities including transportation facilities.
    - iii. Anticipated impact upon designated agricultural, forest and mineral resource lands.
  - d. The amendment does not include or facilitate spot zoning.

### **Growth Management Act**

9. The Growth Management Act (GMA) establishes planning goals in RCW 36.70A.020 to guide adoption of comprehensive plan amendments.
10. GMA Planning goal # 3 is to "Encourage efficient multimodal transportation systems that are based on regional priorities and coordinated with county and city comprehensive plans" (RCW 36.70A.020(3)).

11. GMA planning goal # 12 is to "Ensure that those public facilities and services necessary to support development shall be adequate to serve the development at the time the development is available for occupancy and use without decreasing current service levels below locally established minimum standards" (RCW 36.70A.020(12)).
12. The GMA, at RCW 36.70A.070(3), requires that a comprehensive plan must include, among other things, a forecast of the future needs for such capital facilities. The level of service provides a basis to project future needs.

### **County-Wide Planning Policies**

13. County-Wide Planning Policy A-2 states that the County ". . . shall provide opportunities for citizens to become involved in the growth management planning process through various mechanisms, such as surveys, public workshops, meetings, hearings, and advisory committees. . ."

### **Interlocal Agreements**

14. There are no interlocal agreements that would prevent the subject amendments.

### **Further Studies/Changed Conditions**

15. The Lummi Island Ferry Advisory Committee was established by WCC 2.145 (adopted in 2012) to advise the County on a number of issues:
  - a. Review and provide recommendations on proposed changes to ferry operations and fares; and
  - b. Review at least annually ferry revenue and expenditures, ferry fund balance, and actual versus targeted fare return; and
  - c. Assist the county in collecting information from ferry riders on actual and desired ferry services, concerns, and ideas for improved service; and
  - d. Analyze and develop recommendations to continue and improve the cost effective operation of ferry service to Lummi Island; and
  - e. Research, review, and make recommendations regarding ferry replacement, long-term planning, parking, transportation to and from ferry docks, alternative docking locations, alternative funding sources, and other major capital and operational issues regarding ferry service to Lummi Island.
16. The Lummi Island Ferry Advisory Committee proposed modifications to Comprehensive Plan Policy 6A-1 relating to ferry level of service.

17. The *Lummi Island Ferry System Level of Service Alternatives Analysis Final Report* (July 5, 2018) was prepared by KPFF Consulting Engineers, Steer Davies Gleave, Elliott Bay Design Group, and Progressions. Therefore, Comprehensive Plan Policy 6C-9, relating to a ferry feasibility study, will be deleted because the study is complete.
18. The Whatcom County Council endorsed the Lummi Island Ferry Advisory Committee recommendations by approval of Resolution 2018-026 on July 24, 2018.

### **Public Interest**

19. The subject Comprehensive Plan amendments relating to level of service standards are intended to facilitate ferry service that meets future community needs. These amendments were developed with the advice of the Lummi Island Ferry Advisory Committee, which considered public input at meetings and through surveys.
20. The subject Comprehensive Plan amendments address the provision of adequate ferry service in the future. Planning for such service is in the public interest.

### **Spot Zoning**

21. The subject proposal does not involve rezoning property.

### **CONCLUSION**

The subject Whatcom County Comprehensive Plan amendments are consistent with the approval criteria in WCC 22.10.060.



NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that:

Section 1. The Whatcom County Comprehensive Plan (Chapter 6, Transportation) is hereby amended as shown on Exhibit A.

Section 2. Adjudication of invalidity of any of the sections, clauses, or provisions of this ordinance shall not affect or impair the validity of the ordinance as a whole or any part thereof other than the part so declared to be invalid.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

WHATCOM COUNTY COUNCIL  
WHATCOM COUNTY, WASHINGTON

ATTEST:

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

\_\_\_\_\_  
Rud Browne, Chairperson

APPROVED as to form:

( ) Approved    ( ) Denied

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

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

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

# Exhibit A

## Whatcom County Comprehensive Plan Amendments

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### Chapter 6 (Transportation)

Ferry service to Lummi Island does not comprise an arterial or transit route; therefore it is not subject to concurrency under GMA. It is, however, the only point of access for Lummi Island. For the purposes of future infrastructure planning, a LOS standard ~~for the Lummi Island ferry based on an estimate of the available passenger trips per capita Lummi Island population~~ is established in Policy 6A-12. ~~(See Lummi Island Ferry LOS methodology in Appendix J).~~

Policy 6A-1: Establish the following levels of service (LOS) for purposes of maintaining transportation concurrency:

- The Level of Service (LOS) standard for county arterials and major collectors located outside of urban growth areas during weekday p.m.-peak hours is C or better, except for specified primary routes as shown on Map 6-3, which shall have a LOS of D or better.
- The LOS standard for county arterials and major collectors within urban growth areas not associated with cities during weekday p.m. peak hours is D or better, which may be reduced for concurrency evaluation purposes in accordance with Policy 6A-4.
- The LOS standard for county arterials and major collectors within city urban growth areas weekday during p.m. peak hours is D or better, which may be reduced for concurrency evaluation purposes in accordance with Policy 6A-4.
- Coordinate with Whatcom Transportation Authority to ensure adequate transit service, in accordance with the level of service standards established in its current strategic plan.
- Public Works shall establish a performance metric to monitor service performance of the Lummi Island ferry system. This will include a week long count at least every quarter in both sailing directions. This count will include percent capacity, on-time performance, and the number of vehicles left in the queue. The count shall be compared to the desired level of service of no more than two sailing waits during average weekday peak periods.

~~The Lummi Island Ferry Advisory Committee (LIFAC) is cooperating with Public Works to develop an updated LOS standard. LIFAC will present a revision to this section when~~

~~that work is complete. The interim LOS is calculated using the scheduled trips, the estimated car unit of the ferry, and the Small Area Estimates Program (SAEP) population figure. The interim standard is established at 439. (LOS = (Scheduled one-way trips X estimated car units for the boat) X 2 / SAEP population figure from OFM for Lummi Island.)~~

~~Policy 6C-9: Conduct a ferry feasibility study to inform the next annual Comprehensive Plan update so that sufficient planning, engineering, design and cost detail is available to use in competing for grants and other sources of funding for a replacement ferry. LIFAC should provide input on the scope of work and any consultants or vendors retained, as well as reviewing and providing input on key milestones.~~

*NOTE: Re-number existing Policy 6C-10 to 6C-9*

**WHATCOM COUNTY  
PLANNING COMMISISON**

**Lummi Island Ferry  
Comprehensive Plan Amendments**

**FINDINGS OF FACT AND REASONS FOR ACTION**

**Background Information**

1. The subject amendments to the Whatcom County Comprehensive Plan (Chapter 6, Transportation) are summarized as follows:
  - a. Amending Policy 6A-1 relating to Lummi Island ferry level of service.
  - b. Deleting Policy 6C-9 relating to a ferry feasibility study.
2. Notice of the subject amendments was submitted to the Washington State Department of Commerce on December 12, 2018.
3. Notice of the Planning Commission hearing was sent to citizen, media, and other groups on the County's e-mail list on January 9, 2019.
4. Notice of the Planning Commission hearing was posted on the County website on January 10, 2019.
5. Notice of the Planning Commission hearing was published in the Bellingham Herald on January 11, 2019.
6. A determination of non-significance (DNS) was issued under the State Environmental Policy Act (SEPA) on January 11, 2019.
7. The Planning Commission held a public hearing on the subject amendments on January 24, 2019.
8. Pursuant to WCC 22.10.060(1), in order to approve comprehensive plan amendments the County must find all of the following:
  - a. The amendment conforms to the requirements of the Growth Management Act, is internally consistent with the county-wide planning policies and is consistent with any interlocal planning agreements.

- b. Further studies made or accepted by the Department of Planning and Development Services indicate changed conditions that show need for the amendment.
- c. The public interest will be served by approving the amendment. In determining whether the public interest will be served, factors including but not limited to the following shall be considered:
  - i. The anticipated effect upon the rate or distribution of population growth, employment growth, development, and conversion of land as envisioned in the comprehensive plan.
  - ii. The anticipated effect on the ability of the county and/or other service providers, such as cities, schools, water and/or sewer purveyors, fire districts, and others as applicable, to provide adequate services and public facilities including transportation facilities.
  - iii. Anticipated impact upon designated agricultural, forest and mineral resource lands.
- d. The amendment does not include or facilitate spot zoning.

### **Growth Management Act**

- 9. The Growth Management Act (GMA) establishes planning goals in RCW 36.70A.020 to guide adoption of comprehensive plan amendments.
- 10. GMA Planning goal # 3 is to “Encourage efficient multimodal transportation systems that are based on regional priorities and coordinated with county and city comprehensive plans” (RCW 36.70A.020(3)).
- 11. GMA planning goal # 12 is to “Ensure that those public facilities and services necessary to support development shall be adequate to serve the development at the time the development is available for occupancy and use without decreasing current service levels below locally established minimum standards” (RCW 36.70A.020(12)).
- 12. The GMA, at RCW 36.70A.070(3), requires that a comprehensive plan must include, among other things, a forecast of the future needs for such capital facilities. The level of service provides a basis to project future needs.

### **County-Wide Planning Policies**

- 13. County-Wide Planning Policy A-2 states that the County “. . . shall provide opportunities for citizens to become involved in the growth management planning process through various mechanisms, such as surveys, public workshops, meetings, hearings, and advisory committees. . .”

### **Interlocal Agreements**

14. There are no interlocal agreements that would prevent the subject amendments.

### **Further Studies/Changed Conditions**

15. The Lummi Island Ferry Advisory Committee was established by WCC 2.145 (adopted in 2012) to advise the County on a number of issues:
  - a. Review and provide recommendations on proposed changes to ferry operations and fares; and
  - b. Review at least annually ferry revenue and expenditures, ferry fund balance, and actual versus targeted fare return; and
  - c. Assist the county in collecting information from ferry riders on actual and desired ferry services, concerns, and ideas for improved service; and
  - d. Analyze and develop recommendations to continue and improve the cost effective operation of ferry service to Lummi Island; and
  - e. Research, review, and make recommendations regarding ferry replacement, long-term planning, parking, transportation to and from ferry docks, alternative docking locations, alternative funding sources, and other major capital and operational issues regarding ferry service to Lummi Island.
16. The Lummi Island Ferry Advisory Committee proposed modifications to Comprehensive Plan Policy 6A-1 relating to ferry level of service.
17. The *Lummi Island Ferry System Level of Service Alternatives Analysis Final Report* (July 5, 2018) was prepared by KPFF Consulting Engineers, Steer Davies Gleave, Elliott Bay Design Group, and Progressions. Therefore, Comprehensive Plan Policy 6C-9, relating to a ferry feasibility study, will be deleted because the study is complete.
18. The Whatcom County Council endorsed the Lummi Island Ferry Advisory Committee recommendations by approval of Resolution 2018-026 on July 24, 2018.

### **Public Interest**

19. The subject Comprehensive Plan amendments relating to level of service standards are intended to facilitate ferry service that meets future community needs. These amendments were developed with the advice of the Lummi Island Ferry Advisory Committee, which considered public input at meetings and through surveys.



20. The subject Comprehensive Plan amendments address the provision of adequate ferry service in the future. Planning for such service is in the public interest.

**Spot Zoning**

21. The subject proposal does not involve rezoning property.

**CONCLUSIONS**

The subject Whatcom County Comprehensive Plan amendments are consistent with the approval criteria in WCC 22.10.060.

**RECOMMENDATION**

Based upon the above findings and conclusions, the Planning Commission recommends:

1. Approval of Exhibit A, Whatcom County Comprehensive Plan amendments (Chapter 6, Transportation).

**WHATCOM COUNTY PLANNING COMMISSION**

  
\_\_\_\_\_  
Nicole Oliver, Chair

  
\_\_\_\_\_  
Ashley Ubil, Secretary

1-25-19  
\_\_\_\_\_  
Date

01-25-2019  
\_\_\_\_\_  
Date

Commissioners present at the January 24, 2019 meeting when the vote was taken: Kelvin Barton, Atul Deshmane, Gary Honcoop, Stephen Jackson, Kimberly Lund, Natalie McClendon, Dominic Mocerri, and Nicole Oliver.

**Vote: Ayes: 8, Nays: 0, Abstain: 0, Absent: 1. Motion carried to adopt the above amendments.**

Planning Commission Exhibit A  
is attached to the proposed Ordinance.



# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2019-248

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<b>File ID:</b>	AB2019-248	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	04/17/2019	<b>Entered by:</b>	DBrown@co.whatcom.wa.us		
<b>Department:</b>	Council Office	<b>File Type:</b>	Ordinance		
<b>First Assigned to:</b>	Council				
<b>Agenda Date:</b>	04/23/2019	<b>Next Mtg. Date:</b>		<b>Hearing Date:</b>	05/07/2019

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

### TITLE FOR AGENDA ITEM:

Ordinance amending the Whatcom County Unified Fee Schedule to include language regarding reducing recidivism, job loss, and education disruption caused by low income County residents serving jail time in other jurisdictions by allowing them to continue to attend school or work if the offense allows for day release in Whatcom County

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Ordinance amending the Whatcom County Unified Fee Schedule to include language regarding reducing recidivism, job loss, and education disruption caused by low income County residents serving jail time in other jurisdictions by allowing them to continue to attend school or work if the offense allows for day release in Whatcom County

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### HISTORY OF LEGISLATIVE FILE

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

**Final Action:**  
**Enactment Date:**  
**Enactment #:**

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

**AMENDING THE WHATCOM COUNTY UNIFIED FEE SCHEDULE TO INCLUDE  
LANGUAGE REGARDING REDUCING RECIDIVISM, JOB LOSS, AND EDUCATION  
DISRUPTION CAUSED BY LOW INCOME COUNTY RESIDENTS SERVING JAIL TIME  
IN OTHER JURISDICTIONS BY ALLOWING THEM TO CONTINUE TO ATTEND  
SCHOOL OR WORK IF THE OFFENSE ALLOWS FOR DAY RELEASE IN WHATCOM  
COUNTY**

**WHEREAS**, each year some County residents commit offenses which are moderate enough that they qualify for either school release, work release, or electronic home monitoring while serving their sentence; and

**WHEREAS**, each year several County residents who qualify for school release, work release, or electronic home monitoring take advantage of these options to ensure they can continue their jobs and/or education after their sentence is complete, or to look after others they provide care for; and

**WHEREAS**, each year a percentage of County residents commit offenses in other jurisdictions and are convicted and sentenced to be jailed in those other jurisdictions but wish to serve their sentence in Whatcom County in order to preserve the jobs or educational opportunities they have in Whatcom County; and

**WHEREAS**, the County currently allows County residents who have committed offenses in other jurisdictions who qualify for transfer from the jurisdiction of their conviction to serve their sentences in Whatcom County, provided they pay a "non-resident" inmate fee of \$108 per day for school release or work release, or \$73 per day for electronic home monitoring; and

**WHEREAS**, while non-resident inmates who can afford to pay the fees and transfer to Whatcom County are often able to retain their jobs, housing, and continue their education without interruption, those who are too poor to do so cannot, thus promoting a two-tier system of consequences based on the individuals economic circumstances; and

**WHEREAS**, a recent ALICE (Asset Limited, Income Constrained, Employed) study estimated the minimum annual income necessary to cover household essentials, such as housing, child care, food, transportation, technology, health care, taxes, and other contingencies in Whatcom County for a single adult in 2016 was \$1,753 per month or \$21,036 per year, while a family of two adults, one infant, and one preschooler required \$5,540 per month or \$66,480 per year to reach the bare-minimum "survival" level; and

**WHEREAS**, inmates living below the ALICE thresholds are typically unable to pay the non-resident fees to participate in school release, work release, or electronic home monitoring and are thus unable to preserve their jobs or educational opportunities, or continue to provide care and support to others; and

**WHEREAS**, inmates who lose their jobs as a result of incarceration often also lose their housing and/or have their education disrupted; and

1       **WHEREAS**, such inmates are more likely to struggle, make further poor choices,  
2 self-medicate, reoffend, and/or become homeless than those that have been able to retain  
3 their jobs or continue their education while incarcerated; and  
4

5       **WHEREAS**, it is in the community's best interest to have all people who are  
6 expected to be County residents after their release from jail who qualify for school release,  
7 work release, or electronic home monitoring to be able to retain their employment and/or  
8 participation in an educational program, or continue to provide care and support to others,  
9 as they are less likely to reoffend, require homeless housing and/or other social assistance  
10 in the future, and are more likely to successfully reintegrate into our local community.  
11

12       **NOW, THEREFORE, BE IT ORDAINED** by the Whatcom County Council that the  
13 County's 2019 Unified Fee Schedule be modified to include the language provided in Exhibit  
14 A to this ordinance.  
15

16       **ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2019.  
17

18  
19 ATTEST:

WHATCOM COUNTY COUNCIL  
WHATCOM COUNTY, WASHINGTON

20  
21  
22 \_\_\_\_\_  
Dana Brown-Davis, Clerk of the Council

\_\_\_\_\_  
Rud Browne, Council Chair

23  
24  
25  
26 APPROVED AS TO FORM:

WHATCOM COUNTY EXECUTIVE  
WHATCOM COUNTY, WASHINGTON

27  
28 \_\_\_\_\_  
29  
30 Civil Deputy Prosecutor

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

(    ) Approved        (    ) Denied

Date Signed: \_\_\_\_\_  
34  
35

**EXHIBIT A**

Changes to be incorporated into the Whatcom County Unified Fee Schedule

Offenders incarcerated in other city or county jails for offenses committed in other jurisdictions who wish to transfer to the Whatcom County Jail to participate in school release, work release, or electronic home monitoring may do so without paying the applicable non-resident rate if they meet all of the following criteria:

1. The conviction is for an offense that the Whatcom County Courts routinely allow inmates the option to participate in the school release, work release, or electronic home monitoring programs had they been convicted in Whatcom County, and
2. At the time of their arrest they were either: (a) student at an educational institution in Whatcom County, or (b) employed or housed in Whatcom County, and
3. The transfer would enable them to continue their education or employment, or serve as a caregiver for others (as applicable) if they relocated to the Whatcom County Jail, and
4. Their income for the preceding calendar year is less than the most recently published applicable ALICE levels as of the date of their conviction





# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2019-200

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<b>File ID:</b>	AB2019-200	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	04/02/2019	<b>Entered by:</b>	NHanson@co.whatcom.wa.us		
<b>Department:</b>	Council Office	<b>File Type:</b>	Current Year Council Appointment		
<b>First Assigned to:</b>	Council				
<b>Agenda Date:</b>	04/23/2019	<b>Next Mtg. Date:</b>		<b>Hearing Date:</b>	

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

### TITLE FOR AGENDA ITEM:

Receipt of application for the Solid Waste Advisory Committee, Business/Industry representative, partial term ending 1/31/2020, applicant: Rodd Pemble (committee provides ongoing public input and advise to Whatcom County on solid waste management issues) (Application deadline for this vacancy is 10 a.m. April 30, 2019)

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

The Solid Waste Advisory Committee has the following vacancies: 1 Citizen Representative - partial term ending 1/31/2022, 1 Agriculture Representative - partial term ending 1/31/2020, and 1 vacancy Business/Industry Representative - partial term ending 1/31/2020. The committee provides ongoing public input and advise to Whatcom County on solid waste management issues. Applicant: Rodd Pemble. (Application deadline for this vacancy is 10:00 a.m. April 30, 2019.)

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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:** Pemble application

**Final Action:**  
**Enactment Date:**  
**Enactment #:**

NaDean Hanson

From: noreply@civicplus.com  
Sent: Monday, March 25, 2019 10:54 AM  
To: Ben Glassett; Jill Nixon; Suzanne Mildner; Kristi Felbinger; Dana Brown-Davis; Executive; NaDean Hanson  
Subject: Online Form Submittal: Board and Commission Application

Business/Industry

## 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	Mr.
First Name	Rodd
Last Name	Pemble
Today's Date	3/25/2019
Street Address	21 Bellwether Way Ste 404
City	Bellingham
Zip	98225
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	3605279785
Secondary Telephone	3608151098
Email Address	rodd@ssc-inc.com

## Step 2

1. Name of Board or Committee	Solid Waste Advisory Committee
Solid Waste Advisory Committee (SWAC) Position:	Solid Waste Business/Industry representative
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?	Yes
If yes, please list dates:	I served from 2003-2009.
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	My employer Sanitary Service Company, Inc. is the tarified refuse collector for Whatcom County departments, and the recycling collector for those departments in some cases. SSC's solid waste collection permit and activities are overseen by the WA Utilities & Transportation Commission in Olympia.

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

*Field not completed.*

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

Bio Sketch: Rodd Pemble March, 2019 Since 1996, Rodd Pemble has been the Recycling Manager for Sanitary Service Company, Inc. (SSC) in Bellingham, WA., managing recycling programs for over 45,000 residential, commercial, and institutional customers. Rodd has developed new SSC programs for yard waste, construction materials, plastic film, food waste and food-soiled paper, and electronics. SSC's award-winning Food To Flowers! school composting program now serves an estimated 25,000 students daily from kindergarden through university level. Rodd has presented at numerous state, regional, and national conferences on a variety of waste reduction and recycling topics. Rodd worked at ReSources For Sustainable Communities from 1991-96 as a classroom educator, and then as the RE Sources director of the Commercial Waste Evaluation Service, on a contract with Whatcom County. Over five years, Rodd provided on site technical assistance in waste prevention, reuse, and recycling to several thousand local businesses, government agencies, and public institutions including the City of Bellingham, Whatcom County, Western WA University, Bellingham Technical College, Whatcom Community College, and most school districts and private schools in Whatcom County. He has served on the Board of Trustees of the WA State Refuse & Recycling Association (WRRRA) since 2009, where he is currently Chair of the Government Affairs Committee. Rodd was the chair of the Built Green Board of the Building Industry Association of Whatcom County from 2012-14. Since 2009 Rodd has been the chair of the Green Team for the annual Ski To Sea Festival. He served as a founding member of the board of the Sustainable Recreation Association. In 2014, he joined the board of directors of ReSources for Sustainable Communities, where he serves as Secretary, and on the Executive Committee. He served from 2003-2009 on the Whatcom County Solid Waste Advisory Committee. Rodd is a graduate of The Evergreen State College (BA, 1983), the University of Tennessee - Knoxville (1986, Secondary Teaching Certificate) and the University of Tennessee - Chattanooga (1989, MS Science Education). He has been active in local community affairs, volunteering on all of the Bellingham Greenways campaigns, and continues today as a volunteer trail builder with the Whatcom Mountain Bike Coalition. He served as president of the Birchwood

Neighborhood Association from 1996-2002, as well as being a founding member of the board of the Oeser Cedar Clean-up Coalition during the Superfund process on that Birchwood Neighborhood site, and continues to participate in neighborhood affairs. Rodd is an avid road and mountain biker, bicycling to work daily for 23 years, and served on the board of the Mt Baker Bicycle Club for several years. He has been married 33 years to his wife Janie (Outreach Director, Interfaith Coalition) and lives in the Bellingham with his two daughters. He enjoys camping, hiking, and playing guitar with friends and family.

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

I have dedicated most of my adult life to bettering the recycling and waste collection system in Whatcom County, serving as Recycling Manager at SSC since 1996, and five years before than providing business waste technical assistance through ReSources and a County RFP. I have a wealth of solid waste related experience to offer the committee and community.

References (please include daytime telephone number):

Chris Phillips, Peace Health Foundation, 360-223-9045 Jeff McClure, RMC Architects, 360-676-7733 Jeff Hegedus, Whatcom County Health Department, 360-676-6724

Signature of applicant:

Rodd Pemble

Place Signed / Submitted

Bellingham, WA

(Section Break)

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



# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2019-235

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<b>File ID:</b>	AB2019-235	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	04/11/2019	<b>Entered by:</b>	NHanson@co.whatcom.wa.us		
<b>Department:</b>	Council Office	<b>File Type:</b>	Current Year Council Appointment		
<b>First Assigned to:</b>	Council				
<b>Agenda Date:</b>	04/23/2019	<b>Next Mtg. Date:</b>		<b>Hearing Date:</b>	

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Primary Contact Email: [nhanson@co.whatcom.wa.us](mailto:nhanson@co.whatcom.wa.us) <<mailto:nhanson@co.whatcom.wa.us>>

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

Receipt of application for the Wildlife Advisory Committee, applicant: Trevor Delgado (committee advises the Whatcom County Planning and Development Services Department staff and the Whatcom County Council on the value of wildlife and habitat management issues as they relate to the Whatcom County Comprehensive Plan) (Application deadline for this vacancy is 10 a.m. April 30, 2019)

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

The Wildlife Advisory Committee has one vacancy. Applicant: Trevor Delgado. The committee advises the Whatcom County Planning and Development Services Department staff and the Whatcom County Council on the value of wildlife and habitat management issues as they relate to the Whatcom County Comprehensive Plan.(Application deadline for this vacancy is 10 a.m. April 30, 2019)

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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:** Delgado application

**Final Action:**  
**Enactment Date:**  
**Enactment #:**



**From:** noreply@civicplus.com  
**Sent:** Tuesday, April 09, 2019 3:40 PM  
**To:** Ben Glassett; Jill Nixon; Suzanne Mildner; Kristi Felbinger; Dana Brown-Davis; Executive; NaDean Hanson  
**Subject:** Online Form Submittal: Board and Commission Application

## Board and Commission Application

### Step 1

#### Application for Appointment to Whatcom County Boards and Commissions

##### Public Statement

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

Title	Mr.
First Name	Trevor
Last Name	Delgado
Today's Date	4/9/2019
Street Address	2590 Sulwhanon
City	Everson
Zip	98247
Do you live in & are you registered to vote in Whatcom County?	Yes
Do you have a different mailing address?	Field not completed.
Primary Telephone	360-927-6622
Secondary Telephone	Field not completed.
Email Address	<a href="mailto:tdelgado@nooksack-nsn.gov">tdelgado@nooksack-nsn.gov</a>

## Step 2

1. Name of Board or Committee	Wildlife Advisory Committee
Wildlife Advisory Committee (WAC) Position:	I am a tribal representative.
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?	Field not completed.
4. Are you a US citizen?	Yes
5. Are you registered to vote in Whatcom County?	Yes
6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?	No
7. Have you ever been a member of this Board/Commission?	No
8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?	No
You may attach a resume or detailed summary of experience, qualifications, & interest in response to the following questions	Field not completed.
9. Please describe your	I am the Nooksack tribes Tribal historic preservation officer,

occupation (or former  
occupation if retired),  
qualifications,  
professional and/or  
community activities, and  
education

who is also is the Wildlife policy representative for the  
Nooksack tribe.

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

I am now serving as the Nooksack Tribes Wildlife management  
Policy representative. I am interested in in wildlife management  
in Whatcom county.

References (please  
include daytime  
telephone number):

George Swanaset Jr, 360-305-9126

Signature of applicant:

Trevor Delgado

Place Signed / Submitted

Deming, WA

(Section Break)

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# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2019-240

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<b>File ID:</b>	AB2019-240	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	04/12/2019	<b>Entered by:</b>	NHanson@co.whatcom.wa.us		
<b>Department:</b>	Council Office	<b>File Type:</b>	Current Year Council Appointment		
<b>First Assigned to:</b>	Council				
<b>Agenda Date:</b>	04/23/2019	<b>Next Mtg. Date:</b>		<b>Hearing Date:</b>	

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Primary Contact Email: [nhanson@co.whatcom.wa.us](mailto:nhanson@co.whatcom.wa.us) <<mailto:nhanson@co.whatcom.wa.us>>

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

Receipt of application for the Surface Mining Advisory Committee, representing Forestry, applicant: Aubrey Stargell (committee advises the Whatcom County Planning and Development services Department and the Whatcom County Council on implementing a surface mining regulatory program consistent with the comprehensive Plan) (Application deadline for this vacancy is 10:00 a.m. April 30, 2019)

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

The Surface Mining Advisory Committee has the following vacancies: 1 Vacancy - Applicant must be a civil or geo-technical engineer with no direct or indirect financial business ties to the industry. 1 Vacancy - Applicant must be a surface mining material user. 1 Vacancy - Applicant must be a Geologist. 1 Vacancy - Applicant must be a citizen who lives in close proximity to active mining or mineral overlay areas. 1 Vacancy - Applicant must represent the Forestry Industry. Applicant: Aubrey Stargell applying for Forestry position.

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### **HISTORY OF LEGISLATIVE FILE**

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Date:	Acting Body:	Action:	Sent To:

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**Attachments:** Stargell application

**Final Action:**  
**Enactment Date:**  
**Enactment #:**



*Surface Mining Advisory Committee - Forestry position*

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

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Aubrey Stargell Date: 4-12-19  
Street Address: 7640 Bear Ridge Way  
City: Maple Falls Zip Code: 98266  
Mailing Address (if different from street address): \_\_\_\_\_  
Day Telephone: 360 815-5457 Evening Telephone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_  
E-mail address: astargella@greatwesternlumber.net

1. Name of board or committee-please see reverse: Surface Mining Advisory Committee  
2. You must specify which position you are applying for.  
Please refer to vacancy list. Forestry

3. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?  
(If applicable, please refer to vacancy list.) ☒ yes ☐ no  
4. Which Council district do you live in? ☐ One ☐ Two ☒ Three ☐ Four ☐ Five  
5. Are you a US citizen? ☒ yes ☐ no  
6. Are you registered to vote in Whatcom County? ☒ yes ☐ no  
7. Have you ever been a member of this Board/Commission? ☒ yes ☐ no  
If yes, dates: 2010 thru 2011

8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County? ☒ yes ☐ no  
If yes, please explain: Log Buyer, Great Western Lumber. Purchase logs from Whatcom Co  
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? occasionally.  
☐ 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.  
Forester, Log Buyer, Certified Arborist Great Western Lumber  
Former member Shoreline & Critical Areas CAC  
Current EDI Board Member

11. Please describe why you're interested in serving on this board or commission: was asked to serve by former member

References (please include daytime telephone number): Chris Secrist 360 708-9728  
Gaudy Iverson 360 220-3366  
Signature of applicant: Aubrey Stargell

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.

RECEIVED  
APR 12 2019  
WHATCOM COUNTY  
COUNCIL





# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2019-242

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<b>File ID:</b>	AB2019-242	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	04/15/2019	<b>Entered by:</b>	NHanson@co.whatcom.wa.us		
<b>Department:</b>	Council Office	<b>File Type:</b>	Current Year Council Appointment		
<b>First Assigned to:</b>	Council				
<b>Agenda Date:</b>	04/23/2019	<b>Next Mtg. Date:</b>		<b>Hearing Date:</b>	

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Primary Contact Email: [nhanson@co.whatcom.wa.us](mailto:nhanson@co.whatcom.wa.us) <<mailto:nhanson@co.whatcom.wa.us>>

### TITLE FOR AGENDA ITEM:

Receipt of application for the Business and Commerce Advisory Committee, representing for-profit, retail, applicant: Mr. Dana Weber (committee advises the Whatcom County Council on issues, including regulations and policies that could impact local businesses, industry, or economic development) (Application deadline for this vacancy is 10:00 a.m. April 30, 2019)

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

There are two vacancies on the Business and Commerce Advisory Board. 1 vacancy representing for-profit entity in Health Care Industry and 1 vacancy representing for-profit entities in any industry. No two appointed members may represent or be employed by the same company or organization. Applicant: Mr. Dana Weber.

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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:** Mr. Dana Weber application

**Final Action:**  
**Enactment Date:**  
**Enactment #:**

NaDean Hanson

*Business & Commerce Advisors*

*Committee  
For Profit - Retail*

**From:** noreply@civicplus.com  
**Sent:** Friday, April 12, 2019 3:22 PM  
**To:** Ben Glassett; Jill Nixon; Suzanne Mildner; Kristi Felbinger; Dana Brown-Davis; Executive; NaDean Hanson  
**Subject:** Online Form Submittal: Board and Commission Application

## Board and Commission Application

### Step 1

#### Application for Appointment to Whatcom County Boards and Commissions

##### Public Statement

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

Title	Mr.
First Name	Dana
Last Name	Weber
Today's Date	4/12/2019
Street Address	1660 SAPPHIRE TRAIL
City	Bellingham
Zip	98226
Do you live in & are you registered to vote in Whatcom County?	Yes
Do you have a different mailing address?	Field not completed.
Primary Telephone	2066612765
Secondary Telephone	3606767700
Email Address	<a href="mailto:dweber@bwairporthotel.com">dweber@bwairporthotel.com</a>

## Step 2

1. Name of Board or Committee	Business and Commerce Advisory Committee
Business and Commerce Advisory Committee Position:	Retail
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 the following questions	<u>Resume Dana Weber.docx</u>
9. Please describe your	I am the General Manager at the Best Western Plus

occupation (or former occupation if retired), qualifications, professional and/or community activities, and education

Bellingham Airport Hotel and have been in the lodging industry in Bellingham since 2006. I'm dedicated to Bellingham and I want to see this city and Whatcom County flourish. With our expanding lodging industry, what business is coming into Bellingham and Whatcom County highly interests and intrigues me. I'm heavily involved in multiple county and chamber organizations including being the Chair of the Whatcom Young Professionals and feel this would be a great fit.

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

I want to see this county grow. Too many of our young professionals leave for Seattle or other big cities, and we need to find a way to keep them here!

References (please include daytime telephone number):

Guy Occhiogrosso, Bellingham Whatcom County Chamber President, 360-510-7563

Signature of applicant:

Dana Weber

Place Signed / Submitted

Bellingham, WA

(Section Break)

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# Dana Weber

<https://www.linkedin.com/in/danaweberhotel>  
206-661-2765 • d.e.weber80@gmail.com

## EDUCATION

Highline Community College    *Hospitality & Tourism Management*

## PROFESSIONAL EXPERIENCE

**Best Western Plus Bellingham Airport Hotel**                      Bellingham, WA                      Apr 2018 – Current  
*General Manager*                      Providence Hospitality Partners

- Select Service Hotel with 132 rooms, 4,500 sq. ft. of function space
- Guide team through multi million dollar renovation
- Assist in bringing brand conversion of hotel to a Best Western Plus.
- Manage staff of 20-25 front desk, housekeeping and maintenance associates
- Daily revenue management reviewing rate reports and trends.
  - During tenure hotel saw record one night revenue record with ADR's above \$200
- Run weekly yield management; Attend weekly staff meetings and executive committee meetings
- Provide forecasting for hotel (14, 30, 60 and 90 Day)
- Run monthly Safety Meetings
- Attend Quarterly Bellingham/Whatcom County Lodging Forums; act as liaison with Tourism board

**Four Points by Sheraton Bellingham**                      Bellingham, WA                      Mar 2014 – Current  
*Revenue Analyst from Assistant General Manager*                      Providence Hospitality Partners

- Full service hotel with 132 rooms, 2 restaurants and 11,000 sq. ft. of function space
- Took this position when promoted to GM at the Hotel Bellingham Airport
- Manage staff of approximately 40 front desk, housekeeping and maintenance associates
- Assisted General Manager & Project Manager through \$5 million full property renovation project and brand conversion process
- Daily revenue management reviewing rate reports and trends.
  - During tenure hotel saw record one night revenue record with ADR's above \$200
- Run weekly yield management; Attend weekly staff meetings and executive committee meetings
- Provide forecasting for hotel (14, 30, 60 and 90 Day)
- Run monthly Safety Meetings, serve as Vice-Chair
- Attend Quarterly Bellingham/Whatcom County Lodging Forums; act as liaison with Tourism board

**Fairfield Inn & Suites by Marriott**                      Burlington, WA                      Sep 2013 – Mar 2014  
*General Manager*                      InnSight Hotel Management Company

- Select service, 78 room hotel
- Team of 30 employees
- Oversaw room and property renovation project
- Active with Skagit Valley Chamber of Commerce

**Best Western Plus, Lakeway Inn & Conference Center**                      Bellingham, WA                      Mar 2012 – Sep 2013  
*Director of Operations/Revenue Manager*                      Providence Hospitality Partners

- Full service hotel with 132 rooms, 2 restaurants and 11,000 sq. ft. of function space
- Responsible for rooms departments: front office, housekeeping and maintenance

