

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 MAY 21, 2019

INCLUDES INFORMATION FOR THE FOLLOWING MEETINGS:

NATURAL RESOURCES COMMITTEE (9:30 A.M.)

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

COMMITTEE OF THE WHOLE – EXECUTIVE SESSION (1:30 P.M.)

PUBLIC WORKS AND HEALTH COMMITTEE (2 P.M.)

PLANNING AND DEVELOPMENT COMMITTEE
(3 P.M. ESTIMATE - MEETING MAY BEGIN EARLIER/LATER THAN 3 P.M.)

COUNCIL (7 P.M.)

UPCOMING MEETINGS AND EVENTS:

MAY 27, 2019

HOLIDAY – OFFICE CLOSED

JUNE 4, 2019

REGULAR COUNCIL AND COMMITTEE MEETINGS
COUNCIL CHAMBERS, 311 GRAND AVENUE

JUNE 11, 2019

9 A.M. - JOINT HEALTH BOARD/PUBLIC HEALTH ADVISORY BOARD MEETING
GARDEN LEVEL CONFERENCE ROOM, 322 N. COMMERCIAL STREET

JUNE 18, 2019

REGULAR COUNCIL AND COMMITTEE MEETINGS
COUNCIL CHAMBERS, 311 GRAND AVENUE

PLEASE VISIT THE COUNCIL'S NEW LEGISLATIVE INFORMATION CENTER
TO ACCESS ALL COUNCIL MEETING-RELATED INFORMATION

COMMITTEE AGENDAS

NATURAL RESOURCES COMMITTEE

Members: Barry Buchanan, Todd Donovan, Satpal Sidhu

9:30 a.m. Tuesday, May 21, 2019

Council Chambers, 311 Grand Avenue

Call To Order

Roll Call

Special Presentation

1. AB2019-256 Presentation and discussion of drought contingency planning
Page 1

Committee Discussion and Recommendation to Council

1. AB2019-296 Resolution affirming the PDR Oversight Committee ranking and authorizing Whatcom County Purchase of Development Rights Administrator and Whatcom County Executive to proceed with the acquisition of a forestry conservation easement on the Seed Orchard application
Pages 2 - 8
2. AB2019-297 Resolution authorizing Whatcom County Executive Jack Louws to act as the authorized representative on behalf of Whatcom County for Washington State Recreation and Conservation Office Washington Wildlife and Recreation Farmland and Forestland Preservation project grants
Pages 9 - 13

Other Business

Adjournment

FINANCE AND ADMINISTRATIVE SERVICES COMMITTEE

Members: Tyler Byrd, Carol Frazey, Satpal Sidhu

11 a.m. Tuesday, May 21, 2019

Council Chambers, 311 Grand Avenue

Call To Order

Roll Call

County Executive's Report

Committee Discussion

1. AB2019-293 Discussion of proposed rate structure for Lake Whatcom Stormwater Utility
Page 14

Committee Discussion and Recommendation to Council

1. AB2019-263 Ordinance amending the 2019 Whatcom County Budget, request no. 7, in the amount of \$907,787
Pages 15 - 28
2. AB2019-265 Ordinance amending the project budget for the Public Safety Radio System Fund, request no. 1
Pages 29 - 33

3. AB2019-280 Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Whatcom County Fire Protection District #11 to provide a supplementary notification system, in the amount of \$285 a year for six years
Pages 34 - 39
4. AB2019-281 Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Whatcom County Fire Protection District #8 to provide fire protection services, in the amount of \$2500 for 2019 and 2020 and in the amount of \$2625 for 2021 and 2022
Pages 40 - 47
5. AB2019-276 Resolution in the matter of the sale of surplus personal property and setting a date for public hearing, pursuant to WCC 1.10
Pages 48 - 51

Council "Consent Agenda" Items

1. AB2019-172 Request authorization for the County Executive to enter into a contract between Whatcom County and Meridian School District for a five year lease of the Sheriff's Office sub-station at 194 W. Laurel with a total cost of \$59,977
Pages 52 - 64
2. AB2019-286 Request authorization for the County Executive to enter into a contract between Whatcom County and Herrera Environmental Consultants to do a Comprehensive Bioinfiltration Swale Evaluation of the Geneva Retrofits in the amount of \$99,821
Pages 65 - 83
3. AB2019-290 Request authorization for the County Executive to enter into an agreement between Whatcom County and the County Road Administrative Board in order to receive Rural Arterial Preservation grant funding for the Birch Bay/Lynden Road Pavement Rehabilitation project, Enterprise Road to Rathbone Road, in the amount of \$165,000
Pages 84 - 89
4. AB2019-291 Request authorization for the County Executive to enter into an agreement between Whatcom County and the County Road Administrative Board in order to receive Rural Arterial Preservation grant funding for the East Smith Road Pavement Rehabilitation project, Hannegan Road to Everson-Goshen Road, in the amount of \$1,035,000
Pages 90 - 95
5. AB2019-298 Request authorization for the County Executive to enter into the 2019-2020 collective bargaining agreement between Whatcom County and Professional and Technical Employees, Local 17
Pages 96 - 135

Other Business

Adjournment

COMMITTEE OF THE WHOLE
1:30 p.m. Tuesday, May 21, 2019
Council Office Conference Room, 311 Grand Avenue

Call To Order

Roll Call

Committee Discussion

1. AB2019-302 Discussion with Civil Deputy Prosecutor George Roche regarding pending litigation, Hochreiter v. Phipps and Whatcom County [Discussion of this items may take place in executive session (closed to the public) pursuant to RCW 42.30.110 (1)(i)]

Page 136

Other Business

Adjournment

PUBLIC WORKS AND HEALTH COMMITTEE
Members: Barbara Brenner, Barry Buchanan, Carol Frazey
2:00 p.m. Tuesday, May 21, 2019
Council Chambers, 311 Grand Avenue

Call To Order

Roll Call

Committee Discussion

1. AB2019-305 Discussion regarding recycling options at Point Roberts

Page 137

Other Business

Adjournment

PLANNING AND DEVELOPMENT COMMITTEE
Members: Barbara Brenner, Tyler Byrd, Todd Donovan
3 p.m. Tuesday, May 21, 2019
Council Chambers, 311 Grand Avenue

Call To Order Roll

Call

Committee Discussion and Recommendation to Council

1. AB2019-295 Request Council review and approval of the proposed Public Participation Plan for the 2020 Shoreline Master Program Periodic Update

Pages 138 - 144

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. MIN2019-034 Committee of the Whole for April 9, 2019
Pages 145 - 147
2. MIN2019-035 Regular County Council for April 9, 2019
Pages 148 - 156
3. MIN2019-036 Surface Water Work Session for April 16, 2019
Pages 157 - 159
4. MIN2019-037 Committee of the Whole for April 23, 2019
Pages 160 - 162
5. MIN2019-038 Regular County Council for April 23, 2019
Pages 163 - 173
6. MIN2019-039 Regular County Council for May 7, 2019
Pages 174 - 184

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. AB2019-249 Ordinance amending Whatcom County Code to restructure the Public Health Advisory Board
Pages 185 - 191

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. AB2019-172 Request authorization for the County Executive to enter into a contract between Whatcom County and Meridian School District for a five year lease of the Sheriff's Office sub-station at 194 W. Laurel with a total cost of \$59,977
Pages 52 - 64

- | | | |
|----|-------------------|--|
| 2. | <u>AB2019-286</u> | Request authorization for the County Executive to enter into a contract between Whatcom County and Herrera Environmental Consultants to do a Comprehensive Bioinfiltration Swale Evaluation of the Geneva Retrofits in the amount of \$99,821
<u>Pages 65 - 83</u> |
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<u>Pages 90 - 95</u> |
| 5. | <u>AB2019-298</u> | Request authorization for the County Executive to enter into the 2019-2020 collective bargaining agreement between Whatcom County and Professional and Technical Employees, Local 17
<u>Pages 96 - 135</u> |

OTHER ITEMS

(From Council Natural Resources Committee)

1. AB2019-296 Resolution affirming the PDR Oversight Committee ranking and authorizing Whatcom County Purchase of Development Rights Administrator and Whatcom County Executive to proceed with the acquisition of a forestry conservation easement on the Seed Orchard application
Pages 2 - 8
2. AB2019-297 Resolution authorizing Whatcom County Executive Jack Louws to act as the authorized representative on behalf of Whatcom County for Washington State Recreation and Conservation Office Washington Wildlife and Recreation Farmland and Forestland Preservation project grants
Pages 9 - 13

(From Council Finance and Administrative Services Committee)

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|----|-------------------|---|
| 3. | <u>AB2019-263</u> | Ordinance amending the 2019 Whatcom County Budget, request no. 7, in the amount of \$907,787
<u>Pages 15 - 28</u> |
| 4. | <u>AB2019-265</u> | Ordinance amending the project budget for the Public Safety Radio System Fund, request no. 1
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5. AB2019-280 Request authorization for the County Executive to enter into an interlocal between Whatcom County and Whatcom County Fire Protection District #11 to provide a supplementary notification system, in the amount of \$285 a year for six years
Pages 34 - 39
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Pages 40 - 47
7. AB2019-276 Resolution in the matter of the sale of surplus personal property and setting a date for public hearing, pursuant to WCC 1.10
Pages 48 - 51

(From Council Planning and Development Committee)

8. AB2019-295 Request Council review and approval of the proposed Public Participation Plan for the 2020 Shoreline Master Program Periodic Update
Pages 138 - 144

(No Committee Assignment)

9. AB2019-304 Discussion regarding future scheduling of AB2019-285, a proposed ordinance amending Whatcom County Code Title 3 to require that public funds used for construction projects do double duty by also providing apprentices with job training hours to meet the requirements necessary to become the next generation of skilled trades persons
Page 192
10. AB2019-303 Resolution identifying 2020-2021 salary and benefits for Whatcom County elected officials
Pages 193 - 203

COUNCIL APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES

1. AB2019-261 Appointment to the Business and Commerce Advisory Committee, representing Health Care Industry, applicant: Debbie Ahl (committee advises the Whatcom County Council on issues that could impact local businesses, industry, or economic development)
Pages 204 - 208
2. AB2019-268 Appointment to the Surface Mining Advisory Committee, applicants: Leslie Dempsey (representing citizen who lives in close proximity to active mining or mineral overlay area), Harvill Freeland and Scott Hulse (civil or geo-technical engineer with no direct or indirect financial business ties to the industry), Brad Davis (surface mining material user). Christopher Secrist (Geologist) - (this 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)
Pages 209 - 224

3. AB2019-272 Appointment to the Forestry Advisory Committee, forest product manufacturer representative, term ending 1/31/2023, applicant: Eric Jacoby (committee provides review and recommendations to the Whatcom County Council on issues that affect the forestry industry)
Pages 225 - 228

EXECUTIVE APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES

1. AB2019-294 Request confirmation of County Executive's appointment of Raquel Vernola to the Commission on Sexual & Domestic Violence
Pages 229 - 231

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. AB2019-278 Ordinance establishing a speed limit for several roads in the Bennett Drive area
Pages 232 - 236
2. AB2019-288 Ordinance establishing a speed limit for Delta Line Road
Pages 237 - 240
3. AB2019-289 Ordinance establishing a speed limit for several roads in the Northwest Drive area
Pages 241 - 248
4. AB2019-306 Ordinance amending Whatcom County Code Chapters 11.16, 11.20, and 11.32 to protect Lake Samish water quality and shoreline properties
Pages 249 - 257
5. AB2019-277 Resolution authorizing the sale of surplus personal property pursuant to WCC 1.10
Pages 258 - 261

COMMITTEE REPORTS, OTHER ITEMS, AND COUNCIL MEMBER UPDATES

ADJOURN

WHATCOM COUNTY COUNCIL ACTION TAKEN – May 7, 2019

CALL TO ORDER

Councilmembers Present: Brenner, Browne, Buchanan, Byrd, Sidhu, Donovan, Frazey
Absent: None

FLAG SALUTE

ANNOUNCEMENTS

PUBLIC HEARINGS

1. AB2019-167 Ordinance granting Glenhaven Lakes Club Inc. a franchise and the right, privilege, and authority thereunder to locate, set, erect, lay, construct, extend, support, attach, connect, maintain, repair, replace, enlarge, operate and use facilities in, upon, over, under, along, across and through the franchise area to allow for the provision of water services
Held in Council, public record remains open
2. 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 (Recommended motion: Forward for concurrent review. This ordinance cannot be adopted this evening. The Council must consider initiated comprehensive plan amendments concurrently so that the cumulative effect of the various proposals can be evaluated. All proposed amendments will be scheduled together for final adoption at a later date.)
Forwarded for concurrent review 7-0
3. 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
Adopted 7-0, Ordinance 2019-039

OPEN SESSION

OTHER ITEMS

(From Council Finance and Administrative Services Committee)

1. AB2019-267 Request authorization for the County Executive to enter into an agreement between Whatcom County and Compass Health and T-Mobile West LLC for Third Amendment to Site Easement with Options
Approved 7-0
2. AB2019-250 Request authorization for the County Executive to enter in to a Cooperative Agreement with the US Army Corps of Engineers for repairs to the Twin View Levee along the left bank of the Nooksack River near the town of Everson in the amount of \$357,500 (Council acting as the Whatcom County Flood Control Zone District Board of Supervisors)
Approved 7-0
3. 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
Approved 7-0
4. AB2019-254 Request authorization for the County Executive to award Bid #19-25 and enter into a contract between Whatcom County and Cowden, Inc., for the supply of crushed aggregate to be stockpiled at various Whatcom County pit sites including Point Roberts, Lummi Island and Whatcom County's Abel Pit and used by the Public Works-Maintenance and Operations Division for the annual chip sealing program; additionally, work shall include hauling of ditching waste material from Point Roberts to Whatcom County mainland, in the amount of \$843,248.00
Approved 7-0

WHATCOM COUNTY COUNCIL ACTION TAKEN – May 7, 2019

5. AB2019-273 Request approval of the Economic Development Investment (EDI) Board's recommendations for funding of the Port of Bellingham's request for a grant in the amount of \$750,000, and of the Whatcom County Sheriff's request for a grant in the amount of \$515,000
Port of Bellingham project approved 7-0; Sheriff's Office project approved 6-1, Byrd opposed

(From Council Public Works and Health Committee)

6. AB2019-262 Resolution in the matter of considering vacation of Safsten Road
Approved 7-0, Resolution 2019-025
7. AB2019-266 Consideration of citizen appeal of address change due to road naming requirement
Appeal approved 7-0

(From Council Planning and Development Committee)

8. AB2019-255 Request County Council review and approval of the Public Participation Plan for Whatcom County Comprehensive Plan and Development Regulations (this plan will guide public participation efforts relating to comprehensive plan and development regulation amendments)
Substitute Amended and Approved 7-0

COUNCIL APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES

1. AB2019-200 Appointment to 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)
Appointed: Rod Pemble
2. AB2019-235 Appointment to 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)
Appointed: Trevor Delgado
3. AB2019-240 Appointment to 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)
Appointed: Aubrey Stargell
4. AB2019-242 Appointment to fill one vacancy on the Business and Commerce Advisory Committee, representing for-profit, applicants: Mr. Dana Weber, Ms. Valeri Wade, and Sarah Rothenbuhler (no two appointed members may represent or be employed by the same company or organization)
Appointed: Sarah Rothenbuhler

INTRODUCTION ITEMS

1. AB2019-249 Ordinance amending Whatcom County Code to restructure the Public Health Advisory Board
Introduced 7-0
2. AB2019-263 Ordinance amending the 2019 Whatcom County Budget, request no. 7, in the amount of \$907,787
Introduced 7-0
3. AB2019-265 Ordinance amending the project budget for the Public Safety Radio System Fund, request no. 1
Introduced 7-0
4. AB2019-261 Receipt of application for the Business and Commerce Advisory Committee, representing Health Care Industry, applicant: Debbie Ahl (committee advises the Whatcom County Council on issues that could impact local businesses, industry, or economic development; application deadline for this vacancy is 10:00 a.m. May 14, 2019)
Introduced 7-0

WHATCOM COUNTY COUNCIL ACTION TAKEN – May 7, 2019

5. AB2019-268 Receipt of applications for the Surface Mining Advisory Committee, applicants: Leslie Dempsey (representing citizen who lives in close proximity to active mining or mineral overlay area), Harvill Freeland and Scott Hulse (civil or geo-technical engineer with no direct or indirect financial business ties to the industry), Brad Davis (surface mining material user) (this 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 these vacancies is 10 a.m. May 14, 2019)
Introduced 7-0
6. AB2019-272 Receipt of application for the Forestry Advisory Committee, forest product manufacturer representative, term ending 1/31/2023, applicant: Eric Jacoby (committee provides review and recommendations to the Whatcom County Council on issues that affect the forestry industry; application deadline for this vacancy is 10a.m. May 14, 2019)
Introduced 7-0
7. AB2019-285 Ordinance amending Whatcom County Code Title 3, requiring that public funds used for construction projects do double duty by also providing apprentices with job training hours to meet the requirements necessary to become the next generation of skilled trades persons
Introduced 6-1 with Byrd opposed

COMMITTEE REPORTS, OTHER ITEMS, AND COUNCILMEMBER UPDATES

ADJOURN

The next regular Council meeting is scheduled for 7:00 p.m. Tuesday, May 21, 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: AB2019-256

File ID:	AB2019-256	Version:	2	Status:	Agenda Ready
File Created:	04/22/2019	Entered by:	JSchneid@co.whatcom.wa.us		
Department:	Council Office	File Type:	Presentation		

First Assigned to: Council Natural Resources Committee

Agenda Date:	05/21/2019	Next Mtg. Date:	Hearing Date:
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Primary Contact Email: SSidhu@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Presentation and discussion of drought contingency planning

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Presentation and discussion of drought contingency planning

HISTORY OF LEGISLATIVE FILE

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: AB2019-296

File ID:	AB2019-296	Version:	1	Status:	Agenda Ready
File Created:	05/10/2019	Entered by:	CElder@co.whatcom.wa.us		
Department:	Council Office	File Type:	Resolution		

First Assigned to: Council Natural Resources Committee

Agenda Date:	05/21/2019	Next Mtg. Date:		Hearing Date:	
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Primary Contact Email: celder@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Resolution affirming the PDR Oversight Committee ranking and authorizing Whatcom County Purchase of Development Rights Administrator and Whatcom County Executive to proceed with the acquisition of a forestry conservation easement on the Seed Orchard application

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

PDR Program update, please see attached staff memo for full summary.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Staff Memo, Proposed Resolution, PDR Ranked List-May 2019

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, AICP
Director

Memorandum

TO: Honorable Whatcom County Councilmembers
Honorable Jack Louws, Whatcom County Executive

THROUGH: Mark Personius, Director, PDS

FROM: Chris Elder, PDR Program Administrator

DATE: May 10, 2019

SUBJECT: Presentation of the Purchase of Development Rights Program, update on grant application requests, and request for approval to proceed with acquisition of one conservation easement

Whatcom County PDR Program staff would like to update Council with an overview of current applications to the Purchase of Development Rights (PDR) Program including a request for approval to purchase easements on three projects.

The PDR Program continues to experience ongoing success both in terms of applications received and funding secured. In 2018, Whatcom County purchased four agricultural conservation easements protecting 235 acres and extinguishing 12 development rights. Matching funds for these four easements was secured from the United States Department of Agriculture (USDA) Natural Resource Conservation Service's (NRCS) Agricultural Conservation Easement Program (ACEP), Washington State Recreation and Conservation Office (RCO) Washington Wildlife and Recreation Program's (WWRP) Farmland Preservation Account, and Whatcom Land Trust's Farming for Wildlife program. Total easement costs for these four projects totaled \$1,010,000 though Whatcom County only contributed \$140,000 from the Conservation Futures Fund.

Whatcom County Council has previously granted approval to purchase easements on PDR applicants Brar, Greenwood, Carbee, Sigurdson, and Broad Leaf Farm and staff is currently working to close these easements in 2019. These five projects, once complete, will protect an additional 326 acres and extinguish 43 development rights. Total easement cost for these projects total approximately \$1,300,000, though federal and state match funding partners will pay \$1,100,000, leaving Whatcom County to pay the remaining \$200,000.

Whatcom County has also been awarded \$1,300,000 through the NRCS Regional Conservation Partnership Program (RCPP) to coordinate with the Whatcom Conservation District, Whatcom Land Trust, and AgWaterBoard to enact agricultural conservation easements in priority areas within Whatcom County. This award serves as secured funding that allows Whatcom County to more effectively work with agricultural community partners to prioritize and protect prime agricultural lands. Partners will review the first round of applications for this specific award in the fall of 2019.

In 2018, Whatcom County Council approved an update to the PDR Program and PDR Program Guidelines that included allowing staff to pursue purchase of development rights

and corresponding easements on properties that contain significant working forestland values or ecosystem values in addition to the previous program focus area of agricultural lands. This programmatic expansion has already recruited applications that would help protect these additional forestry and ecosystem values. These applications will be presented at the Natural Resources Committee meeting.

Due to an expected surplus in funding, the Washington State RCO WWRP has reopened the Farmland and Forestland Protection grant application periods. PDR Program staff will submit four applications for matching funds in both farmland and forestland categories for current PDR applications Rethelfsen, Bishop, Squalicum Forest, and Kiera-Duffy. Several PDR applications have been awarded matching funds through the NRCS ACEP, though grant agreements have not yet been issued and signed.

PDR Program staff wants to provide a program update and request approval to proceed with acquisition of appraisal services and to enter into a Purchase and Sale Agreement to acquire development rights and a forestry conservation easement on the Seed Orchard application parcels. The Seed Orchard application is accessed off of Y Road and provides primary access for forestry activities for the Department of Natural Resources (DNR) and other adjacent private forestland owners. This application will result in the elimination of two development rights and effectively protect hundreds, if not thousands, of acres of working forestlands on Stewart Mountain. This easement will be enacted in coordination with the DNR's acquisition of the property. The DNR intends to maintain a seed orchard at this site and has also identified this site as a primary access point for future recreational opportunities as identified in the Bellingham to Baker Non-Motorized Recreation Plan.

Thank you for receiving this program update and considering the above referenced request.

Request Summary

PDR Program Staff requests approval of the ranked list recommended by the PDR Oversight Committee and approval for the Administrator to proceed with the acquisition of title search and appraisal services for the Bishop, VanderVeen, Newell, TeVelde, Seed Orchard, Rethelfsen, Squalicum Forest, and Kiera-Duffy applications pursuant to the process outlined in the PDR Guidelines and to authorize the Executive to enter into a Purchase and Sale Agreement to acquire a forestry conservation easement on the Seed Orchard application, provided appraisal is completed, conservation easement is drafted which meets the PDR Program guidelines, landowners have agreed to the offer price and conservation easement conditions, and budget authority has been adopted by Whatcom County Council.

Please contact PDR Program Administrator Chris Elder at (360)778-5932 with any questions.

SPONSORED BY: _____
PROPOSED BY: _____ Planning
INTRODUCTION DATE: _____

RESOLUTION # _____

**AFFIRMING THE PDR OVERSIGHT COMMITTEE RANKING AND AUTHORIZING
WHATCOM COUNTY PURCHASE OF DEVELOPMENT RIGHTS ADMINISTRATOR
AND WHATCOM COUNTY EXECUTIVE TO PROCEED WITH THE ACQUISITION
OF A FORESTRY CONSERVATION EASEMENT ON THE SEED ORCHARD
APPLICATION**

WHEREAS, Whatcom County government recognizes agriculture and forestry as major contributors to the local economy and a high quality of life for Whatcom County citizens; and

WHEREAS, The Growth Management Act and the County Comprehensive Plan support the retention of agricultural and forestry lands of long term commercial significance and encourage the use of innovative techniques to do so; and

WHEREAS, Ordinance #92-002 enacted a property tax levy known as the Conservation Futures Tax as authorized by RCW 84.34.230 to provide a funding source to assist in acquiring “open space land, farm and agricultural land, and timber land, and a significant Conservation Futures fund balance is available for additional farm land protection efforts ;” and

WHEREAS, Ordinance #2002-054 adopted Whatcom County Code Title 3.25A that authorized the creation of a Purchase of Development Rights (PDR) program that offers voluntary farm agreements that include the purchase of agricultural conservation easements on farmable land within Whatcom County, and

WHEREAS, Ordinance #2002-054 and WCC 3.25A established a Purchase of Development Rights Oversight Committee to provide review and assistance to the PDR Administrator, and

WHEREAS, The Whatcom County Council adopted the PDR Guidelines Document through Resolution #2002-040 which includes specific direction for program administration and conservation easement acquisitions, and

WHEREAS, Ordinance #2018-065 amended Whatcom County Code Title 3.25A to direct the PDR Program to also offer voluntary agreements to purchase forestry and ecological conservations easements on working forestlands and important ecosystem areas within Whatcom County.

WHEREAS, Council, pursuant to PDR Guidelines Document, must affirm or modify the properties as submitted by the PDR Oversight Committee, and

WHEREAS, Council has reviewed the application ranking and background materials at a public meeting, with input by County staff and PDR Oversight Committee members, and

WHEREAS, Council has determined the ranking in accordance with their policy priorities and the requirements of Title 3.25A and the PDR Guidelines Document, and

WHEREAS, The Department of Natural Resources has approved matching funds to support acquisition of the Seed Orchard parcels in coordination with the purchase of development rights easement enactment.

WHEREAS, The Purchase of Development Oversight Rights Committee met on April 26, 2019 to develop a ranking of all applications received to date and forwarded that ranking to Council; and

WHEREAS, The Purchase of Development Rights Oversight Committee considered the ranked list of all current applications and recommended at their April 26, 2019 meeting that County Council authorize the PDR Program Administrator and County Executive proceed with the title search and appraisal of the value of development rights on the Seed Orchard application and proceed with the acquisition of a forestry conservation easement on the Seed Orchard application.

NOW, THEREFORE, BE IT RESOLVED by the Whatcom County Council that:

1. The PDR Oversight Committee and Administrator proceed with the acquisition of title search and appraisal services of the Bishop, VanderVeen, Newell, TeVelde, Seed Orchard, Rethlefsen, Squalicum Forest, and Kiera-Duffy applications pursuant to the process outlined in the PDR Guidelines Document.
2. The PDR Oversight Committee and Administrator proceed with the acquisition of one (1) conservation easement on the Seed Orchard application pursuant to the process outlined in the PDR Guidelines Document.
3. The Executive is authorized to enter into a Purchase and Sale Agreement for the Seed Orchard property, provided:
 - a. Appraisals are completed and conservation easements are drafted which meet the requirements of the Whatcom County Purchase of Development Rights program, and
 - b. Landowners have agreed to the offer price and conservation easement conditions, and
 - c. Budget authority has been adopted by the Whatcom County Council.

4. Expenditures of Conservation Futures Funds, within budget authority, are authorized to cover expenses associated with purchase of conservation easement, including title search and insurance, appraisal services, easement monitoring and enforcement fees.

APPROVED this _____ day of _____, 2019

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Council Clerk

Rud Browne, Chairperson

APPROVED as to form:

Civil Deputy Prosecutor



Whatcom County

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

Agenda Bill Master Report

File Number: AB2019-297

File ID:	AB2019-297	Version:	1	Status:	Agenda Ready
File Created:	05/10/2019	Entered by:	CElder@co.whatcom.wa.us		
Department:	Council Office	File Type:	Resolution		

First Assigned to: Council Natural Resources Committee

Agenda Date:	05/21/2019	Next Mtg. Date:		Hearing Date:	
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Primary Contact Email: celder@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Resolution authorizing Whatcom County Executive Jack Louws to act as the authorized representative on behalf of Whatcom County for Washington State Recreation and Conservation Office Washington Wildlife and Recreation Farmland and Forestland Preservation project grants

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See staff memo for additional details.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Staff memo, Proposed Resolution

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, AICP
Director

Memorandum

TO: Honorable Whatcom County Councilmembers
Honorable Jack Louws, Whatcom County Executive

THROUGH: Mark Personius, Director, PDS

FROM: Chris Elder, PDR Program Administrator

DATE: May 10, 2019

SUBJECT: Request approval to authorize Whatcom County Executive Jack Louws to act as the authorized representative on behalf of Whatcom County and to legally bind our organization with respect to the below Projects for which we seek grant funding assistance managed through the Washington State Recreation and Conservation Office.

Due to an availability of additional funds in both the Farmland Preservation and Forestland Preservation grant categories, Whatcom County PDR Program staff applied to the Washington State Recreation and Conservation Office (RCO) Washington Wildlife and Recreation Program (WWRP) Farmland Preservation and Forestland grant program in 2019 for 4 of the Purchase of Development Rights Program applications.

A requirement of the RCO requires use of resolution language that is provided by the RCO. The attached draft resolution uses the RCO required language and defines the authority granted to the authorized agent.

The PDR Program Administrator has submitted two (2) applications to the supplemental 2019 application round of the RCO WWRP Farmland Preservation category and two (2) applications to the supplemental 2019 application round of the RCO WWRP Forestland Preservation category. These applications include:

Farmland Preservation category

19-1537A Rethlefsen Agricultural Conservation Easement
19-1542A Bishop Agricultural Conservation Easement

Forestland Preservation category

19-1330A Squalicum Forestry Conservation Easement
19-1542A Kiera-Duffy Forestry Conservation Easement

These projects are not guaranteed to be awarded matching funds and will still require Council approval before an agricultural or forestry conservation easement can be completed.

Request Summary

PDR Program Administrator requests approval of the attached resolution to authorize Whatcom County Executive Jack Louws as having full authority to bind Whatcom County regarding all matters related to the projects listed above. Please contact PDR Program Administrator Chris Elder at (360)778-5932 with any questions.

SPONSORED BY: _____
PROPOSED BY: _____ Planning
INTRODUCTION DATE: _____

RESOLUTION # _____

Authorizing Whatcom County Executive Jack Louws to act as the authorized representative on behalf of Whatcom County for Washington State Recreation and Conservation Office Washington Wildlife and Recreation Farmland and Forestland Preservation project grants

Project Numbers and Names

19-1330A Squalicum Forestry Conservation Easement
19-1535A Kiera-Duffy Forestry Conservation Easement
19-1537A Rethlefsen Agricultural Conservation Easement
19-1542A Bishop Agricultural Conservation Easement

WHEREAS, state grant assistance is requested by Whatcom County, for projects stewarded through the Purchase of Development Rights Program, to aid in financing the cost of the Projects referenced above;

NOW, THEREFORE, BE IT RESOLVED by the Whatcom County Council that:

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for above Projects.
2. Jack Louws, Whatcom County Executive, is authorized to act as a representative/agent for our organization with full authority to bind the organization regarding all matters related to the Projects, including but not limited to: (1) approve submittal of a grant application to the Office, (2) enter into a project agreement(s) on behalf of our organization, (3) sign any amendments thereto on behalf of our organization, (4) make any decisions and submissions required with respect to the Projects, and (5) designate a project contact to implement day-to-day management of the grant(s).
3. Our organization has reviewed the sample project agreement on the Recreation and Conservation Office's website at: <https://rco.wa.gov/documents/manuals&forms/SampleProjAgreement.pdf>. We understand and acknowledge that if offered a project agreement to sign in the future, it will contain an indemnification and legal venue stipulation (applicable to any sponsor) and a waiver of sovereign immunity (applicable to Tribes) and other terms and conditions substantially in the form contained in the sample project agreement and that such terms and conditions of any signed project agreement shall be legally binding on the sponsor if our representative/agent enters into a project agreement on our behalf. The Office reserves the right to revise the project agreement prior to execution and shall communicate any such revisions with the above authorized representative/agent before execution.

4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative/agent has full legal authority to enter into a project agreement(s) on its behalf, that includes indemnification, waiver of sovereign immunity (as may apply to Tribes), and stipulated legal venue for lawsuits and other terms substantially in the form contained in the sample project agreement or as may be revised prior to execution.
5. Grant assistance is contingent on a signed project agreement. Entering into any project agreement with the Office is purely voluntary on our part.
6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source offunding in the project agreement, the characteristics of the project, and the characteristics of our organization.
7. Our organization further understands that *prior to* our authorized representative/agent executing the project agreement(s), the RCO may make revisions to its sample project agreement and that such revisions could include the indemnification, the waiver of sovereign immunity, and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the project agreement(s), confer with our authorized representative/agent as to any revisions to the project agreement from that of the sample project agreement. We also acknowledge and accept that if our authorized representative/agent executes the project agreement(s) with any such revisions, all terms and conditions of the executed project agreement (including but not limited to the indemnification, the waiver of sovereign immunity, and the legal venue stipulation) shall be conclusively deemed to be executed with our authorization.
8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.
9. Our organization acknowledges and warrants, after conferring with its legal counsel, that no additional legal authorization beyond this authorization is required to make the indemnification, the waiver of sovereign immunity (as may apply to Tribes), and the legal venue stipulation substantially in form shown on the sample project agreement or as may be revised prior to execution legally binding on our organization upon execution by our representative/agent.
10. If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.
11. Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until the Project is complete.
12. Our organization acknowledges that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to in writing by our organization and the Office. We agree to dedicate the property in a signed "Deed of Right" for fee acquisitions, or an "Assignment of Rights" for other

than fee acquisitions (which documents will be based upon the Office's standard versions of those documents), to be recorded on the title of the property with the county auditor.

13. Our organization acknowledges that any property acquired in fee title must be immediately made available to the public unless otherwise provided for in policy, the project agreement, or authorized in writing by the Office Director.
14. This resolution is deemed to be part of the formal grant application to the Office.
15. Our organization warrants and certifies, after conferring with its legal counsel, that this resolution was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

This application authorization was adopted by our organization during the meeting held:

Location: Whatcom County Council Chambers, 311 Grand Avenue, Bellingham, WA 98225

Date: May 21, 2019

APPROVED this _____ day of _____, 2019

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

ATTEST:

Dana Brown-Davis, Council Clerk

Rud Browne, Chairperson

APPROVED as to form:

Civil Deputy Prosecutor



Whatcom County

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

Agenda Bill Master Report

File Number: AB2019-293

File ID:	AB2019-293	Version:	1	Status:	Agenda Ready
File Created:	05/08/2019	Entered by:	SDraper@co.whatcom.wa.us		
Department:	Public Works Department	File Type:	Discussion		

First Assigned to: Council Finance and Administrative Services Committee

Agenda Date:	05/21/2019	Next Mtg. Date:		Hearing Date:	
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Primary Contact Email: sdraper@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Discussion of proposed rate structure for Lake Whatcom Stormwater Utility

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Public Works staff will continue discussions with Council on the advisory committee-recommended rate structure for the Lake Whatcom Stormwater Utility

HISTORY OF LEGISLATIVE FILE

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: AB2019-263

File ID:	AB2019-263	Version:	1	Status:	Introduced
File Created:	04/24/2019	Entered by:	MCaldwel@co.whatcom.wa.us		
Department:	Finance Division	File Type:	Ordinance		

First Assigned to: Council Finance and Administrative Services Committee

Agenda Date:	05/21/2019	Next Mtg. Date:		Hearing Date:	
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Primary Contact Email: mcaldwel@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Ordinance amending the 2019 Whatcom County Budget, request no. 7, in the amount of \$907,787

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Supplemental #7 requests funding from the General Fund:

1. To appropriate \$373,500 in Sheriff to fund purchase of salt water patrol boat
2. To appropriate \$410,000 in Sheriff to fund FY18 Operation Stonegarden program from grant proceeds
3. To appropriate \$7,731 in Non Departmental to fund increase in Whatcom Humane Society animal control contract
4. To appropriate \$1,200 in Non Departmental to fund increase in What-Comm E911 2018-2019 grant program

From the Veteran's Relief Fund:

5. To appropriate \$20,000 to partially fund Disabled American Veteran's van purchase

From the Behavioral Health Programs Fund:

6. To appropriate \$41,000 in Health to fund the GRACE Program from 2018 PeaceHealth grant proceeds

Public Utilities Improvement (EDI) Fund:

7. To appropriate \$54,356 to fund additional support for the Public Safety Radio System project

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
05/07/2019	Council	INTRODUCED	Council Finance and Administrative Services Committee

Attachments: Ord amend budget #7

Final Action:
Enactment Date:
Enactment #:

**ORDINANCE NO.
AMENDMENT NO. 7 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
General Fund			
Sheriff	783,500	(715,125)	68,375
Non Departmental	8,931	(1,200)	7,731
Total General Fund	792,431	(716,325)	76,106
Veteran's Relief Fund	20,000	-	20,000
Behavioral Health Programs Fund	41,000	(41,000)	-
Public Utilities Improvement (EDI) Fund	54,356	-	54,356
Total Supplemental	907,787	(757,325)	150,462

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. 7				
Department/Fund	Description	Increased (Decreased) Expenditure	(Increased) Decreased Revenue	Net Effect to Fund Balance (Increase) Decrease
General Fund				
Sheriff	To fund purchase of salt water patrol boat.	373,500	(305,125)	68,375
Sheriff	To fund FY18 Operation Stonegarden program from grant proceeds.	410,000	(410,000)	-
Non Departmental	To fund increase in Whatcom Humane Society animal control contract.	7,731	-	7,731
Non Departmental	To fund increase in What-Comm E911 2018-2019 grant program.	1,200	(1,200)	-
Total General Fund		792,431	(716,325)	76,106
Veteran's Relief Fund	To partially fund Disabled American Veteran's van purchase.	20,000	-	20,000
Behavioral Health Programs Fund - Health	To fund the GRACE Program from 2018 PeaceHealth grant proceeds.	41,000	(41,000)	-
Public Utilities Improvement (EDI) Fund	To fund additional support for the Public Safety Radio System project.	54,356	-	54,356
Total Supplemental		907,787	(757,325)	150,462

Supplemental Budget Request

Status: Pending

Sheriff

Operations

Suppl ID # 2726

Fund 1

Cost Center 1003518002

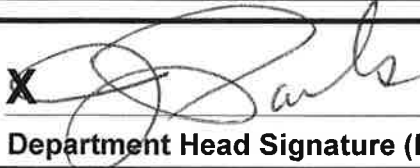
Originator: Dawn Pierce

Year 1 2019

Add'l FTE ☐

Priority 1

Name of Request: Purchase Sheriff's Office Salt Water Patrol Boat

X 

4-12-19

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	4331.8710	DHS Port Security Grant	(\$280,125)
	4367.1000	Donations	(\$25,000)
	7410	Equipment-Capital Outlay	\$373,500
	Request Total		\$68,375

1a. Description of request:

The Whatcom County Sheriff's Office received a federal award from the U.S. Department of Homeland Security (DHS) FY2018 Port Security Grant Program (PSGP) to purchase a new salt water patrol vessel (Whatcom County Contract No. 201810019).

1b. Primary customers:

Sheriff's Office and Whatcom County citizens

2. Problem to be solved:

The Whatcom County Sheriff's Office is currently the only local law enforcement agency in Whatcom County with an approved boating safety program responsible for marine law enforcement and emergency responses on the waterways within the boundaries of Whatcom County. The areas of responsibility include all of the lakes and rivers in Whatcom County along with approximately 700 square miles of salt water in the Straits of Georgia. The Sheriff's Office currently has four marine vessels, none of which are suitable for year round operation on the salt water.

In addition, Point Roberts, being a remote area of Whatcom County, presents unique challenges for law enforcement. Individuals arrested in Point Roberts must be transported to Bellingham by boat or by plane; they cannot be transported by ground through Canada. In the past, the Sheriff's Office has relied on the U.S. Coast Guard to provide prisoner transport from Point Roberts. More recently, however, the Coast Guard is being tasked with other missions, limiting their ability to assist the Sheriff's Office with transport.

3a. Options / Advantages:

The FY2018 Port Security Grant was awarded specifically to purchase the proposed vessel; these funds may not be used for any other purpose.

3b. Cost savings:

Federal grant of \$280,125 and private donation of \$25,000 will provide cost savings of \$305,125 toward purchase of the new boat.

4a. Outcomes:

The Sheriff's Office will procure a patrol vessel suitable for year round operation on salt water and dedicated to the north Puget Sound (Straits of Georgia). This boat will enhance our maritime domain awareness; improve proactive patrols through recreational boating enforcement and Stonegarden operations; enable the Sheriff's Office to respond to Point Roberts and transport arrestees to Bellingham; and expand our ability to respond to emergencies in the Straits of Georgia.

Supplemental Budget Request

Status: Pending

Sheriff

Operations

Suppl ID # 2726

Fund 1

Cost Center 1003518002

Originator: Dawn Pierce

This boat will be available 24/7 and will enhance Whatcom County's ability to respond rapidly to natural or unnatural disasters on our waterways including security threats and events at the area refineries, cruise terminal, and other regulated maritime transportation facilities in and around the Port of Bellingham. The boat will be equipped with law enforcement emergency equipment for detection of radiological, chemical, and nuclear devices in the waterways of Whatcom County. This vessel will provide a platform for Whatcom County Sheriff's Office assets and personnel to be deployed under all maritime security conditions to assist in countering threats and maintaining a viable marine transportation system.

4b. Measures:

5a. Other Departments/Agencies:

In accordance with Whatcom County Code and Whatcom County Purchasing Policies, the Sheriff's Office will coordinate with Administrative Service Finance on formal bid procedures and with the offices of County Executive and County Council for approval of this capital purchase.

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

6. Funding Source:

The estimated cost of the vessel is \$373,500. The federal Port Security grant will fund \$280,125 (75% of estimated cost) with 25% required local match of \$93,375. The local share will be funded through private donations and Vessel Registration Fees (VRF). In accordance with state law, funds in the VRF Reserve Account are dedicated solely for the operation and capital needs of the jurisdiction's approved boating safety program. Funds needed from the VRF Reserve Account will be reduced if additional private donations are received.

Funding Summary:

\$280,125 U.S. Dept of Homeland Security FY2018 Port Security Grant Program, CFDA 97.056

\$ 25,000 Phillips66 donation

\$ 68,375 General Fund: Vessel Registration Fee (VRF) Reserve Account

Supplemental Budget Request

Status: Pending

Sheriff

Operations

Suppl ID # 2727

Fund 1

Cost Center 1003519003

Originator: Jacque Korn

Year 1 2019

Add'l FTE ☐

Priority 1

Name of Request: FY18 Operation Stonegarden - 2019

X

Department Head Signature (Required on Hard Copy Submission)

Date

4-23-19

Costs:	Object	Object Description	Amount Requested
	4333.8705	St Homeland Sec Grt Prg	(\$410,000) -
	6140	Overtime	\$73,539
	6210	Retirement	\$3,993
	6230	Social Security	\$5,626
	6259	Worker's Comp-Interfund	\$1,947
	6269	Unemployment-Interfund	\$95
	6410	Fuel	\$1,000
	6510	Tools & Equip	\$54,000
	6790	Travel-Other	\$9,894
	7220	Intergov Subsidies	\$259,906
	Request Total		\$0

1a. Description of request:

The U.S. Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) awarded \$410,000 to Whatcom County for FY18 Operation Stonegarden (OPSG) Grant Program to enhance cooperation and coordination among local, tribal, state, and federal law enforcement agencies in a joint mission to secure the borders of the United States (W.C. Contract # 201904015). The Sheriff's Office and other law enforcement agencies in the area will use OPSG funding to provide enhanced patrols to increase law enforcement presence in maritime and land border areas of Whatcom County targeting illicit activity, specifically cross border human trafficking, smuggling, weapons, currency and narcotics.

The total award is \$410,000 with \$150,094 allocated to the Sheriff's Office and \$259,906 allocated to other law enforcement agencies (sub-recipients). The Sheriff's Office allocation includes \$54,000 to purchase mobile data terminals which will provide prompt and accurate intelligence and background information essential to Stonegarden operations.

State and Local law enforcement agencies are not empowered to enhance immigration laws under the OPSG program.

1b. Primary customers:

Area law enforcement agencies and citizens of Whatcom County through increased capability of law enforcement to secure the international border.

2. Problem to be solved:

Budget authority is needed to use OPSG FY18 funds in 2019.

3a. Options / Advantages:

OPSG funds are awarded specifically for projects that improve border security.

Supplemental Budget Request

Status: Pending

Sheriff

Operations

Suppl ID # 2727

Fund 1

Cost Center 1003519003

Originator: Jacque Korn

3b. Cost savings:

The total award is \$410,000; \$150,094 to the Whatcom County Sheriff's Office and \$259,906 to other law enforcement agencies (sub-recipients).

4a. Outcomes:

Enhanced patrols will be conducted per contract specifications and timelines. Daily Activity Reports will be completed and sent to the Homeland Security Information Network. Equipment will be purchased to enhance law enforcement efforts in support of border security.

4b. Measures:

The Whatcom County Sheriff's Office and U.S. Border Patrol Blaine Sector will monitor projects and expenditures against contract deliverables.

5a. Other Departments/Agencies:

Whatcom County agencies participating in FY18 OPSG are: U.S. Border Patrol Blaine Sector, Whatcom County Sheriff's Office, Washington Department of Fish & Wildlife, the Blaine, Everson, Ferndale, Lynden, and Sumas Police Departments, and the Lummi Nation.

Although receiving no OPSG funding, U.S. Border Patrol will provide coordination among participating agencies. Participating agencies receiving OPSG funding will provide enhanced law enforcement presence to reduce criminal activity in border areas.

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

The following individuals will coordinate project within their jurisdictions: Special Operations Supervisor Molly Pacheco, Patrol - Blaine's Sector; Undersheriff Jeff Parks, Whatcom County Sheriff's Office; Sgt. Russ Mullins, WA Department of Fish & Wildlife; Lieutenant Ryan King, Blaine PD; Chief Dan MacPhee, Everson PD; Chief Kevin Turner, Ferndale PD; Chief John Billester, Lynden PD; Chief Daniel DeBruin, Sumas PD; and Chief Ralph Long, Lummi Nation PD.

6. Funding Source:

Indirect federal grant from Washington State Military Department. Funds originate from U.S. Department of Homeland Security (DHS) Homeland Security Grant Program (HSGP) FY2018 OPSG Grant Program, CFDA No. 97.067.

Supplemental Budget Request

Status: Pending

Non-Departmental

Suppl ID # 2734

Fund 1

Cost Center 4300

Originator: T. Helms

Year 1 2019

Add'l FTE ☐

Priority 1

Name of Request: Whatcom Humane Society contractual increase

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	6610	Contractual Services	\$7,731
	Request Total		\$7,731

1a. Description of request:

Whatcom County has entered into a 1 year agreement with the Whatcom Humane Society and has agreed to a 3% increase. This budget supplemental includes the amount of that increase.

1b. Primary customers:

Whatcom County citizens.

2. Problem to be solved:

This budget supplemental covers an annual 3% increase that has not been afforded for many years.

3a. Options / Advantages:

While negotiating a new agreement, the County, in good faith, agreed to a 3% increase over the 2018 contract amount knowing that it had not been budgeted for 2019, and that the last increase was several years ago.

3b. Cost savings:

Whatcom County contracts for animal control and shelter services because the cost for the county to perform those services would be considerably higher.

4a. Outcomes:

The Whatcom Humane Society will provide animal control and shelter services.

4b. Measures:

Quarterly reports are provided from the contractor which include animal statistics for the County.

5a. Other Departments/Agencies:

The contractor works closely with the Sheriff's Office and the Prosecuting Attorney's Office with regard to animal enforcement issues.

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

Sheriff Elfo

Prosecuting Attorney, Eric Richey

6. Funding Source:

General Fund

Supplemental Budget Request

Status: Pending

Executive

Suppl ID # 2728

Fund 1

Cost Center 4287

Originator: Suzanne Mildner

Year 1 2019

Add'l FTE ☐

Priority 1

Name of Request: What-Comm E911 Grant 2018-19

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	4334.0182	State Enhanced 911 Funds	(\$1,200)
	7220	Intergov Subsidies	\$1,200
	Request Total		\$0

1a. Description of request:

This is an annual state-funded pass-through grant from the Washington State Military Department to reimburse the What-Comm Communications Center for eligible operating expenditures. Additional state funding has become available, so a supplement to the grant budget is necessary.

1b. Primary customers:

City of Bellingham, What-Comm Communications Center

2. Problem to be solved:

What-Comm is able to access this State Military Department funding by pass-through from the local county government. An amendment to the current subrecipient agreement with City of Bellingham will provide for the increase in funding.

3a. Options / Advantages:

The intergovernmental grant agreement (subrecipient agreement) is a vehicle for accessing this fund source. The acceptance of these additional grant funds ultimately reduces the cost to the community for 911 services.

3b. Cost savings:

N/A

4a. Outcomes:

State subsidies benefit the community by lowering 911 services costs

4b. Measures:

N/A

5a. Other Departments/Agencies:

City of Bellingham

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

Greg Erickson, E911 Coordinator

6. Funding Source:

Washington State Military Department

Friday, April 19, 2019

Rpt: Rpt Suppl Regular

Supplemental Budget Request

Status: Pending

Health

Human Services

Suppl ID # 2729

Fund 114

Cost Center 114

Originator: Kathleen Roy

Year 1 2019

Add'l FTE ☐

Priority 1

Name of Request: Disabled Americans Van Purchase

X Regina A. Delator

4/22/19

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	6610	Contractual Services	\$20,000
	Request Total		\$20,000

1a. Description of request:

Request expenditure authority to partially fund the purchase of a new Disabled American Veterans' van. The current van has exceeded the mileage allowable by the Veterans Administration for transportation of veterans to the Seattle Veteran's Administration (VA) Hospital and must be replaced. Whatcom County provided partial funding for the current van.

1b. Primary customers:

Whatcom County veterans who are unable to drive themselves to their appointments at the Seattle VA Hospital.

2. Problem to be solved:

The closest VA Hospital is in Seattle. This travel distance places a heavy burden on our aging, disabled and low income veterans in Whatcom County.

3a. Options / Advantages:

Veterans are healthier and happier when they are able to maintain routine and specialty healthcare from the Seattle VA.

3b. Cost savings:

Emergency services contacts by veterans with no healthcare other than the VA will be reduced by having those veterans received regular healthcare at the Seattle VA.

4a. Outcomes:

The ability for veterans to receive timely and appropriate healthcare will lead to improved health and wellness for our local veterans.

4b. Measures:

Performance measures will include number of transportation trips with identified Veterans.

5a. Other Departments/Agencies:

Disabled American Veterans Chapter 19 and the Veterans Administration will cover a portion of the cost of the van purchase and shall be responsible for fuel and maintenance of the van. Disabled American Veterans will oversee the van's schedule.

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

Elizabeth Harmon-Craig, Veterans Specialist, will be responsible for Disabled American Van contract.

6. Funding Source:

The Disabled American Veterans is providing \$17,705 of the purchase price. The Veteran fund balance will provide the remaining \$20,000.00.

Supplemental Budget Request

Status: Pending

Health

Human Services

Suppl ID # 2731

Fund 124

Cost Center 124115

Originator: Kathleen Roy

Expenditure Type: One-Time

Year 1 2019

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: Peace Health - GRACE program 2018 funding

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	4367.1000	Donations	(\$41,000)
	6610	Contractual Services	\$33,932
	8351	Operating Transfer Out	\$7,068
	Request Total		\$0

1a. Description of request:

Whatcom County received a \$50,000 grant from Peace Health in 2018 for the Whatcom GRACE (Ground-level Response and Coordinated Engagement) program, which will provide intensive outreach and case management services to individuals with complex health conditions. The Health Department spent approximately \$9,000 of this funding in 2018 and rolled forward the remaining \$41,000 to be spent in 2019 (along with an additional 2019 \$50,000 grant just received). We are requesting expenditure authority to use the 2018 funds received from Peace Health to support the Whatcom GRACE program this year, in addition to the 2019 funding allocation just approved in Supplemental #5 (Supplemental ID # 2721).

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.

Wednesday, April 24, 2019

Rpt: Rpt Suppl Regular

Supplemental Budget Request

Status: Pending

Health

Human Services

Suppl ID # 2731

Fund 124

Cost Center 124115

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:

Peace Health

Supplemental Budget Request

Status: Pending

Non-Departmental

Suppl ID # 2735 Fund 332 Cost Center 332100 Originator: M Caldwell

Expenditure Type: One-Time Year 1 2019 Add'l FTE ☐ Add'l Space ☐ Priority 1

Name of Request: Additional Transfer to fund Public Safety Radio

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	8351	Operating Transfer Out	\$54,356
	Request Total		\$54,356

1a. Description of request:

Companion supplemental to provide additional EDI funding to total \$515,000 authorized for the Public Safety Radio System project.
Companion to Suppl ID 2733

1b. Primary customers:

2. Problem to be solved:

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:

EDI Fund



Whatcom County

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

Agenda Bill Master Report

File Number: AB2019-265

File ID:	AB2019-265	Version:	1	Status:	Introduced
File Created:	04/24/2019	Entered by:	MCaldwel@co.whatcom.wa.us		
Department:	Finance Division	File Type:	Ordinance		

First Assigned to: Council Finance and Administrative Services Committee

Agenda Date:	05/21/2019	Next Mtg. Date:		Hearing Date:	
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Primary Contact Email: mcaldwel@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Ordinance amending the project budget for the Public Safety Radio System Fund, request no. 1

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Requesting Council approval for additional budget authority of \$54,356 to be added to the project budget for Fund 377 - Public Safety Radio System Fund

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
05/07/2019	Council	INTRODUCED	Council Finance and Administrative Services Committee

Attachments: Ord amend #1

Final Action:
Enactment Date:
Enactment #:

PROPOSED BY: Executive
INTRODUCTION DATE: 05/07/19

ORDINANCE NO. _____

ORDINANCE AMENDING PUBLIC SAFETY RADIO SYSTEM PROJECT BUDGET (AS ESTABLISHED THROUGH ORDINANCE NO. 2018-073), FIRST REQUEST, IN THE AMOUNT OF \$54,356 FOR A TOTAL PROJECT BUDGET OF \$451,158

WHEREAS, Ordinance No. 2018-073 established the preliminary project budget for the Public Safety Radio System Fund at \$396,802 with funding from the Public Utilities Improvement (EDI) Fund; and

WHEREAS, the 2019-2020 Whatcom County biennial budget approved \$63,842, which is 50% funding of a Radio System Manager position in the Sheriff's Office, with EDI funds; and

WHEREAS, on April 16, 2019 the Economic Development Investment Board approved additional preliminary funding for the project to total \$515,000, to include the project budget plus 50% of the manager position; and

WHEREAS, that decision will provide an additional \$54,356 for the preliminary project budget to address failing and broken communications equipment located on Mount Constitution, Post Point and Lummi Island,

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that Ordinance 2018-073 is hereby amended by adding \$54,356 of expenditure authority, as described in Exhibit A, to the project budget of \$396,802, for a total amended preliminary project budget of \$451,158.

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

PUBLIC SAFETY RADIO SYSTEM Amendment #1

Account	Description	Current <u>Project Budget</u>	Amendment #1 <u>to Ord. 2018-073</u>	Total Amended <u>Project Budget</u>
Expenditures				
7410	Equipment	\$396,802	\$54,356	\$451,158
		\$396,802	\$54,356	\$451,158
Revenues				
8301.332	EDI (Public Utilities Improvement Fund)	\$396,802	\$54,356	\$451,158
		\$396,802	\$54,356	\$451,158

Supplemental Budget Request

Status: Pending

Non-Departmental

Suppl ID # 2733

Fund 377

Cost Center 377100

Originator: T. Helms

Expenditure Type: One-Time

Year 1 2019

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: Public Safety Network Project Fund

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	7410	Equipment-Capital Outlay	\$54,356
	8301	Operating Transfer In	(\$54,356)
	Request Total		\$0

1a. Description of request:

The current public safety radio system is outdated, incompatible with regional partners, has failing infrastructure, and has gaps in communications coverage. Through Ordinance 2018-073 the Council approved phase I funding for a multi-year project budget in the amount of \$396,802 and \$63,842 in the EDI budget to fund 50% of the Radio Manager Position.

On April 16, 2019, the Economic Development Investment Board approved funding for the first phase of this project in the amount of \$515,000 funded through EDI. Phase I of the project will address and repair the failing and broken communications equipment located at Mount Constitution, Post Point and Lummi Island. The estimated cost of the repair is \$450,000. The remaining funds will pay for 50% of the costs of a Radio Systems Manager to ensure the repair work is completed and the project is implemented as designed.

This budget supplemental increases the project budget to \$515,000.

1b. Primary customers:

Whatcom County citizens and beyond will be served with a more dependable, reliable and compatible communications system.

2. Problem to be solved:

The project budget is designed to address, repair and implement a new and improved safety radio system.

3a. Options / Advantages:

There are no other viable options. The current system has been in operation since the 80's with minor updates. Whatcom County has performed multiple studies, most recently a System Design Report with Hatfield Dawson that contains a complete system design for the new Public Safety radio system to provide for interoperable communication among all public safety agencies in the local, state, federal and international levels.

3b. Cost savings:

N/A

4a. Outcomes:

The primary objective of the new system design is to provide good radio and interoperability coverage over all portions of the County. Stable radio communications for the Whatcom County Sheriff's Office and EMS from Lummi to Point Roberts using the Hatfield and Dawson 2017 design will be gained.

4b. Measures:

Whatcom County will have a simulcast system which covers all areas of Whatcom County with radio coverage to the extent possible, thereby increasing safety for the public and fire/law enforcement

Tuesday, April 23, 2019

Rpt: Rpt Suppl Regular

Supplemental Budget Request

Status: Pending

Non-Departmental

Suppl ID # 2733

Fund 377

Cost Center 377100

Originator: T. Helms

communities.

5a. Other Departments/Agencies:

This project will impact multiple fire districts, the Sheriff's Office and Bellingham Radio Shop at Public Works. In addition to the Sheriff's Office having to reprogram the radios, Fire will also have to reprogram their radios and the Bellingham Radio Shop will be heavily involved with the installation and reprogramming. There may be some departments, special districts, and other agencies who will integrate their radio systems into the new Whatcom County Integrated Public Safety Network and they will need to provide personnel time for meetings and coordination of systems.

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

The Radio System Manager, Sheriff's Office

Bill Hanes, Communications Manager City of Bellingham PW Operations

6. Funding Source:

DEM is in pursuit of State and Federal funding to support this critical multi-year project.

Phase I of the project is funded through Economic Development Investment Fund in the amount of \$515,000.



Whatcom County

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

Agenda Bill Master Report

File Number: AB2019-280

File ID:	AB2019-280	Version:	1	Status:	Agenda Ready
File Created:	05/06/2019	Entered by:	CHilsing@co.whatcom.wa.us		
Department:	Public Works Department	File Type:	Interlocal		

First Assigned to: Council Finance and Administrative Services Committee

Agenda Date:	05/21/2019	Next Mtg. Date:		Hearing Date:	
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Primary Contact Email: sdraper@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into an interlocal between Whatcom County and Whatcom County Fire Protection District #11 to provide a supplementary notification system, in the amount of \$285 a year for six years

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attached memo

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Memo, Interlocal Agreement

Final Action:
Enactment Date:
Enactment #:

**WHATCOM COUNTY
PUBLIC WORKS DEPARTMENT**

**JON HUTCHINGS
DIRECTOR**



CIVIC CENTER
322 N. Commercial Street, Suite 210
Bellingham, WA 98225-4042
Telephone: (360) 778-6200
FAX: (360) 778-6201

M E M O R A N D U M

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

Through: Jon Hutchings, Public Works Director *JH*

From: Chantelle Hilsinger, Ferry Coordinator *CH*

Re: Interlocal Agreement with W.C F.P.D. #11 to provide supplementary
notification system

Date: May 3, 2019

Enclosed are two (2) originals of the Interlocal Agreement to provide supplementary notification system between Whatcom County and Whatcom County Fire Protection District No. 11 for your review and signature.

Background and Purpose

Through an existing Communications Agreement with Whatcom County Fire Protection District 11, the Whatcom Chief and crew are issued pagers to summon the ferry crew when Medical, Fire, Law Enforcement or other resources need transport to or from the island. This supplemental notification system will provide an additional method for the ferry crew to be summoned if needed.

This is a multi-year agreement that spans from 2019 to 2024. The flat yearly pricing is \$285.00.

Funding Amount and Source

There are adequate funds in the 2019 and 2020 ferry budget for this expenditure. Adequate funding will be provided in subsequent ferry budgets as well.

Please contact Chantelle Hilsinger at extension 6235 if you have any questions regarding this action.

Encl.

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No. _____

Originating Department:	Public Works
Division/Program: (i.e. Dept. Division and Program)	Ferry Division--908000
Contract or Grant Administrator:	Chantelle Hilsinger
Contractor's / Agency Name:	WCFPD #11
<p>Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input type="checkbox"/> No <input checked="" 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?</p> <p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, grantor agency contract number(s): _____ CFDA#: _____</p> <p>Is this contract grant funded?</p> <p>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?</p> <p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, RFP and Bid number(s): _____ Contract Cost Center: 444200</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> <p><input type="checkbox"/> Professional services agreement for certified/licensed professional.</p> <p><input type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract for Commercial off the shelf items (COTS).</p> <p><input type="checkbox"/> Contract work is for less than 120 days. <input type="checkbox"/> Work related subcontract less than \$25,000.</p> <p><input checked="" type="checkbox"/> Interlocal Agreement (between Governments). <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.</p>	
<p>Contract Amount:(sum of original contract amount and any prior amendments):</p> <p>\$ 285.00</p> <p>This Amendment Amount:</p> <p>\$ _____</p> <p>Total Amended Amount:</p> <p>\$ _____</p>	<p>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:</p> <ol style="list-style-type: none"> 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.
<p>Summary of Scope: Through an existing Communications Agreement with Whatcom County Fire District 11, the Whatcom Chief and crew are issued pagers to summon the ferry crew when Medical, Fire, Law Enforcement or other resources need transport to or from the island. This supplemental notification system will provide an additional method for the ferry crew to be summoned if needed.</p> <p>This is a multi-year agreement that spans from 2019 through 2024.</p>	
Term of Contract: 6 years	Expiration Date: 12/31/2024

Contract Routing:	1. Prepared by: Chantelle Hilsinger	Date: 04/17/19
	2. Attorney signoff: Christopher Quinn	Date: 4/17/2019
	3. AS Finance reviewed: bbennett	Date: 04/19/2019
	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:

**WHATCOM COUNTY CONTRACT
ATTORNEY REVIEW**
[submit via electronic transmittal]

Whatcom County Contract No. _____

<i>Originating Department:</i>	<i>Public Works—Ferry Division</i>
<i>Contact Person:</i>	<i>Chantelle Hilsinger</i>
<i>Contractor's Name:</i>	<i>WCFPD #11</i>
<i>First Review:</i> <input checked="" type="checkbox"/> Approved As Is; Prepare Hardcopy for Signoff <input type="checkbox"/> Needs Revision ; Attorney Comments for suggested changes:	
<i>Second Review:</i> <input type="checkbox"/> Implemented Attorney Corrections as Indicated <input type="checkbox"/> Approved ; Prepare Hardcopy for Signoff <input type="checkbox"/> Additional Corrections Needed ; Attorney Comments for suggested changes:	
<i>Please indicate any Special Dates or clauses that require calendaring:</i>	

Leave this page attached to summary coversheet until final signoff by attorney. Do not leave attached when routing to Contractor for signature.

**INTERLOCAL AGREEMENT
TO PROVIDE
SUPPLEMENTARY NOTIFICATION SYSTEM**

THIS AGREEMENT is made and entered into this ____ day of _____, 2019 between WHATCOM COUNTY PUBLIC WORKS, a division of Whatcom County (hereinafter "WCPW"); and WHATCOM COUNTY FIRE CHIEF'S ASSOCIATION (hereinafter "WCFCA").

WHEREAS, WCPW is the entity which manages and controls the operations of the Lummi Island Ferry "Whatcom Chief"; and

WHEREAS, Through a Communications Agreement with Whatcom County Fire District 11, the Whatcom Chief and crew are issued pagers to summon the ferry crew when Medical, Fire, Law Enforcement or other resources need transport to or from the island; and

WHEREAS, the radio system used to activate the pagers is vulnerable to outages; and

WHEREAS, WCFCA is the subscriber to lamResponding, a supplemental notification system for public safety agencies; and

WHEREAS, WCPW desires to provide a supplemental notification system to the Whatcom Chief and crew; and

NOW, THEREFORE, in consideration of the mutual benefits contained herein, IT IS AGREED as follows:

1. Term. The Term of this agreement shall commence on or before _____, 2019, and shall terminate December 31, 2024. The agreement may be terminated by either party by giving notice of such intent in writing to the other party at least ninety days in advance of the effective date of termination. If terminated by WCFCA, any fees paid in advance will be pro-rated and returned to WCPW.
2. Agency Fee. WCPW shall pay WCFCA \$285 annually upon receipt of invoice for the term of this agreement.
3. Point of Contact. Each party shall authorize one individual within its agency to execute the provisions of this agreement. Each party shall notify the other with said individuals name and contact information.
4. Notice. Any notice sent pursuant to this agreement shall be sent to

Whatcom County Public Works
Attn: Ferry Coordinator
322 N. Commercial St, Suite 210
Bellingham, WA 98225

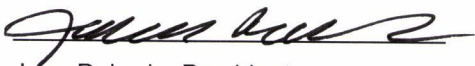
and to:

Whatcom County Fire Chief's Association,
Attn: President
215 4th Street, Lynden, WA 98264

5. Miscellaneous Provisions. This document contains the complete agreement of the parties and may not be modified unless done so in writing and signed by all parties hereto. In the event of any default hereunder, the non-defaulting party shall be entitled to reasonable attorney's fees and costs incurred in connection with the enforcement of this agreement. This agreement shall be construed and enforced in accordance with the laws of the State of Washington. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns.
6. Benefits. This agreement is entered into for the benefit of the parties to this agreement only and shall confer no benefits, direct or implied, on any third persons.
7. Filing/Web Site. This Agreement shall either be filed with the County Auditor or by listing on either party's website in accordance with RCW 39.34.040.

WHATCOM COUNTY FIRE CHIEF'S
ASSOCIATION

WHATCOM COUNTY



Jerry Debruin, President
Executive



Jack Louws, Whatcom County

Recommended for Approval:



Jon Hutchings, Whatcom County Public Works Director

Approved as to form:



Christopher Quinn, Senior Deputy Prosecuting Attorney-Civil Division
INTERLOCAL AGREEMENT TO PROVIDE
SUPPLEMENTARY NOTIFICATION SYSTEM



Whatcom County

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

Agenda Bill Master Report

File Number: AB2019-281

File ID:	AB2019-281	Version:	1	Status:	Agenda Ready
File Created:	05/06/2019	Entered by:	CHilsing@co.whatcom.wa.us		
Department:	Public Works Department	File Type:	Interlocal		

First Assigned to: Council Finance and Administrative Services Committee

Agenda Date:	05/21/2019	Next Mtg. Date:		Hearing Date:	
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Primary Contact Email: sdraper@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Whatcom County Fire Protection District #8 to provide fire protection services, in the amount of \$2500 for 2019 and 2020 and in the amount of \$2625 for 2021 and 2022

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attached memo

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Memo, Interlocal Agreement

Final Action:
Enactment Date:
Enactment #:

**WHATCOM COUNTY
PUBLIC WORKS DEPARTMENT**

**JON HUTCHINGS
DIRECTOR**



CIVIC CENTER
322 N. Commercial Street, Suite 210
Bellingham, WA 98225-4042
Telephone: (360) 778-6200
FAX: (360) 778-6201

M E M O R A N D U M

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

Through: Jon Hutchings, Public Works Director *JH*

From: Chantelle Hilsinger, Ferry Coordinator *CH*

Re: Interlocal Agreement with W.C F.P.D. #8 for fire protection services

Date: May 3, 2019

Enclosed are two (2) originals of the Interlocal Agreement for fire protection services between Whatcom County and Whatcom County Fire Protection District No. 8 for your review and signature.

Background and Purpose

RCW 52.30.020, requires that municipal corporations having properties within or adjacent to the boundaries of a fire protection district shall contract for fire protection services necessary for the protection and safety of personnel and property when such protection is not otherwise provided.

This is a multi-year agreement that spans from 2019 through 2022. The established pricing over the next four years is listed in the enclosed Interlocal Agreement.

Funding Amount and Source

There are adequate funds in the 2019 and 2020 ferry budgets for this expenditure. Adequate funding will be provided in subsequent ferry budgets as well.

Please contact Chantelle Hilsinger at extension 6235 or Randy Rydel at 6217 if you have any questions regarding this action.

Encl.

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No. _____

Originating Department:	Public Works
Division/Program: (i.e. Dept. Division and Program)	Ferry Division--908000
Contract or Grant Administrator:	Chantelle Hilsinger
Contractor's / Agency Name:	WCFPD #8
<p>Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input type="checkbox"/> No <input checked="" 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?</p> <p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, grantor agency contract number(s): _____ CFDA#: _____</p> <p>Is this contract grant funded?</p> <p>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? Contract</p> <p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, RFP and Bid number(s): _____ Cost Center: 444200</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> <p><input type="checkbox"/> Professional services agreement for certified/licensed professional.</p> <p><input type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract for Commercial off the shelf items (COTS).</p> <p><input type="checkbox"/> Contract work is for less than 120 days. <input type="checkbox"/> Work related subcontract less than \$25,000.</p> <p><input checked="" type="checkbox"/> Interlocal Agreement (between Governments). <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.</p>	
<p>Contract Amount:(sum of original contract amount and any prior amendments):</p> <p>\$ 2500.00</p> <p>This Amendment Amount:</p> <p>\$ _____</p> <p>Total Amended Amount:</p> <p>\$ _____</p>	<p>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:</p> <ol style="list-style-type: none"> 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.
<p>Summary of Scope: RCW 52.30.020, requires that municipal corporations having properties within or adjacent to the boundaries of a fire protection district shall contract for fire protection services necessary for the protection and safety of personnel and property when such protection is not otherwise provided.</p> <p>This is a multi-year agreement that spans from 2019 through 2022. The established pricing over the next four years is listed in the enclosed Interlocal Agreement.</p>	
Term of Contract: 4 years	Expiration Date: 12/31/2022

Contract Routing:	1. Prepared by: Chantelle Hilsinger	Date: 04/17/19
	2. Attorney signoff: Christopher Quinn	Date: 4/17/2019
	3. AS Finance reviewed: bbennett	Date: 04/19/2019
	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: _____

**WHATCOM COUNTY CONTRACT
ATTORNEY REVIEW**
[submit via electronic transmittal]

Whatcom County Contract No. _____

<i>Originating Department:</i>	<i>Public Works—Ferry Division</i>
<i>Contact Person:</i>	<i>Chantelle Hilsinger</i>
<i>Contractor's Name:</i>	<i>WCFPD #8</i>
<i>First Review:</i> <input checked="" type="checkbox"/> Approved As Is; Prepare Hardcopy for Signoff <i>cdq</i> <input type="checkbox"/> Needs Revision ; Attorney Comments for suggested changes:	
<i>Second Review:</i> <input type="checkbox"/> Implemented Attorney Corrections as Indicated <input type="checkbox"/> Approved ; Prepare Hardcopy for Signoff <input type="checkbox"/> Additional Corrections Needed; Attorney Comments for suggested changes:	
<i>Please indicate any Special Dates or clauses that require calendaring:</i>	

Leave this page attached to summary coversheet until final signoff by attorney. Do not leave attached when routing to Contractor for signature.

**INTERLOCAL AGREEMENT
FOR
FIRE PROTECTION SERVICES**

This Interlocal Agreement (the "**Agreement**") is entered into this _____ day of _____, 2019, in accordance with the provisions of the Interlocal Cooperation Act, R.C.W. 314.34, by and between the Whatcom County Fire Protection District No. 8, a Washington municipal corporation, (the "**District**") and Whatcom County, a Washington municipal corporation (the "**County**"). The County and the District are collectively referred to herein as the "**Parties**."

WHEREAS, the District is organized and equipped to provide fire protection to structures and equipment and other properties within its boundaries; and

WHEREAS, the County owns and operates the structures at the Gooseberry Point Ferry Terminal (the "**Terminal**") which is located within the geographic boundaries of the District; and

WHEREAS, RCW 52.30.020, requires that municipal corporations having properties within or adjacent to the boundaries of a fire protection district shall contract for fire protection services necessary for the protection and safety of personnel and property when such protection is not otherwise provided; and

WHEREAS, the parties hereto recognize the advantages to be gained in the services to be provided to the citizens;

NOW, THEREFORE, WHATCOM COUNTY and WHATCOM COUNTY FIRE PROTECTION DISTRICT NO. 8 AGREE AS FOLLOWS:

1. **PURPOSE:** The purpose of this agreement is to contract fire protection services for the Gooseberry Point Ferry Terminal pursuant to RCW 52.30.020
2. **TERM:** The term of this Interlocal Agreement shall commence on the 1st day of January, 2019, with the full execution of this document by all parties and the filing of this Interlocal Agreement as set forth in RCW 39.34.040. This Interlocal Agreement shall terminate on the 31st day of December, 2022. The agreement may be administratively extended for an additional five (5) two (2) year periods by mutual written agreement, unless terminated or renewed as elsewhere provided in the Interlocal Agreement.
3. **SCOPE OF SERVICES PROVIDED BY THE DISTRICT:** The District will provide fire protection services to the property and all persons at the Terminal on the same basis as such protection is rendered to other areas within the District. In this regard, this Agreement shall not be construed to provide a special relationship or other exception to the Public Duty Doctrine that would require the District to provide a level of service to the Terminal than is different from the level of service provided in the balance of the District. In the event of simultaneous emergencies at the Terminal and elsewhere in the District, the District shall have discretion as to when and how the District responds to each emergency.
4. **PAYMENT.** The County shall pay the District annually for such services an amount determined by applying the prevailing operational millage rate for the District to the value of the

Terminal. For the purposes of this agreement the value shall be the replacement value as reported (or corrected if needed) in the 14 Year Ferry Capital Program.

The County shall provide an annual payment (the "**Annual Payment**") to the District in accordance with RCW 52.30.020 and for the other services outlined here. The Annual Payment will be paid within 30 days upon receipt of an invoice received from the District. The Annual Payment represents payment for all services provided by the District.

5. **The Fee.** The Flat Fee will be \$2500.00 per year for 2019 and 2020. The fee will increase to \$2625.00 per year for 2021 and 2022.

6. **Notices.** All notices, requests, demands and other communications required by this Agreement shall be in writing and, except as expressly provided elsewhere in this Agreement, shall be deemed to have been given at the time of delivery if personally delivered or at the time of mailing if mailed by first class, postage pre-paid and addressed to the other Party at its address as any Party may designate at any time in writing to the following addresses:

TO COUNTY: WHATCOM COUNTY PUBLIC WORKS
ATTN: Ferry Coordinator
322 N. Commercial Street, Suite 110
BELLINGHAM, WA 98225

TO DISTRICT: WHATCOM COUNTY FIRE PROTECTION DISTRICT NO. 8
1800 Broadway
BELLINGHAM, WA 98225

7. **No Liability for Either Party.** Except as expressly provided herein, neither Party shall be liable to the other arising from emergency services provided at the Terminal or services provided pursuant to this Agreement.

8. **Mutual Releases.** Except as specifically provided herein, the County and the District hereby forever releases or discharges each other, its officers, officials, employees, volunteers and/or agents from any claim arising from emergency services provided at the Terminal or services provided pursuant to this Agreement.

9. **Liability to Other Party - Damage or Destruction to Apparatus or Equipment.** Except as expressly provided herein, neither the County nor the District shall be obligated to pay the other Party for any damage to or destruction of any apparatus or equipment used in services provided pursuant to this Agreement. This provision shall not apply to the extent this provision would void applicable casualty insurance available to provide payment for the damage or loss of such apparatus or equipment. It is the intent of the Parties that the risk of loss to apparatus or equipment will be addressed by each Party through the purchase of casualty insurance as opposed to seeking reimbursement from other Party.

9. **Liability to Third Parties – Waiver of Industrial Insurance Protection.** The term "**third party**" means any person, firm or entity other than the Parties hereto. With regard to the emergency services provided at the Terminal or services provided pursuant to this Agreement, each Party shall be responsible for all liability arising from or related to the negligent acts or

willful conduct of that Party, its officers, officials, employees, volunteers and/or agents which causes damage to third parties, to the extent and in proportion that such liability is caused by the negligent acts or willful misconduct of that Party, its officers, officials, employees, volunteers and/or agents. ***Each Party specifically and expressly waives any immunity that may be granted under the Washington State Industrial Insurance Act, Title 51 RCW for claims brought by a Party against the other Party based upon a claim asserted by an employee or volunteer of the other Party.***

10. **Liability and Casualty Insurance.** For the duration of this Agreement, each Party shall maintain its own public liability and property damage insurance with amounts of coverage as solely determined by each respective Party against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of this Agreement by its officers, officials, employees or volunteers. This insurance requirement may be satisfied by a policy or policies of insurance or a self insurance retention program adopted by a Party.

11. **Waiver of Subrogation.** To the extent permitted by the applicable insurance policies, each Party hereby waives any right of subrogation against the other Party. In this regard each Party utilizing a self insurance retention program waives subrogation for any payment there under.

12. **Severability.** If any provision of this Agreement or its application is held invalid, the remainder of the Agreement or the application of the remainder of the Agreement shall not be affected.

13. **Modification.** This Agreement represents the entire agreement between the Parties. No change, termination or attempted waiver of any of the provisions of this Agreement shall be binding on either of the Parties unless executed in writing by authorized representatives of each of the Parties. The Agreement shall not be modified, supplemented or otherwise affected by the course of dealings between the Parties.

14. **No Third Party Beneficiaries.** This Agreement shall not be construed to provide any benefits to any third parties, including but not limited to the employees or volunteers of any Party. Specifically, and without limiting the foregoing, this Agreement shall not create or be construed as creating an exception to the Public Duty Doctrine.

15. **Binding on Successors.** This Agreement shall be binding on the successor agency of the District (either by merger, annexation or the creation of a fire authority) that provides the services noted herein in the geographic boundary of the District.

16. **Entire Agreement.** The entire agreement between the Parties hereto is contained in this Agreement and the exhibits hereto; and this Agreement supersedes all of their previous understandings and agreements, written and oral, with respect to the terms and conditions herein. This Agreement may be amended only by written instrument executed by the Parties subsequent to the date hereof.

17. **Recording.** Upon execution by the parties, this interlocal agreement shall be recorded in the offices of the Whatcom County Auditor pursuant to the requirements of RCW 39.34.

**WHATCOM COUNTY FIRE
PROTECTION DISTRICT NO. 8**

WHATCOM COUNTY



FIRE CHIEF

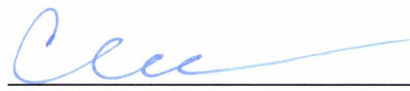
Jack Louws, Whatcom County Executive

Recommended for Approval:



Jon Hutchings, Whatcom County Public Works Director

Approved as to form:

 5/9/19

Christopher Quinn, Senior Deputy Prosecuting Attorney-Civil Division



Whatcom County

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

Agenda Bill Master Report

File Number: AB2019-276

File ID:	AB2019-276	Version:	1	Status:	Agenda Ready
File Created:	05/03/2019	Entered by:	SWinger@co.whatcom.wa.us		
Department:	Finance Division	File Type:	Resolution		

First Assigned to: Council Finance and Administrative Services Committee

Agenda Date:	05/21/2019	Next Mtg. Date:		Hearing Date:	
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Primary Contact Email: swinger@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Resolution in the matter of the sale of surplus personal property and setting a date for public hearing, pursuant to WCC 1.10

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

The County Purchasing Agent is required by Whatcom County Code 1.10.180 to submit a list (see Exhibit 'A') of surplus personal property to the Council for authority to dispose of said personal property

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Surplus Resolution (Set Hearing), Exhibit A

Final Action:
Enactment Date:
Enactment #:

PROPOSED BY: Finance

DATE INTRODUCED: 05/21/2019

RESOLUTION NO. _____

A RESOLUTION IN THE MATTER OF THE SALE OF SURPLUS PROPERTY

AND THE SETTING OF A DATE FOR PUBLIC HEARING THEREON PURSUANT TO WCC 1.10

WHEREAS, the following described property listed in Exhibit "A", hereby incorporated by reference, is now and has been the property of Whatcom County; and

WHEREAS, the County Purchasing Agent has determined that it is in the best interest of the County to sell such property;

NOW, THEREFORE, BE IT RESOLVED by the Whatcom County Council that a public hearing on the matter of the sale of such property be held on _____, 2019 or as soon thereafter as is possible, in the Whatcom County Council Chambers at 311 Grand Avenue, Bellingham, Washington, for the purpose of admitting testimony for and against the propriety of selling such equipment; and

BE IT FURTHER RESOLVED that the Clerk of the County Council is directed to give notice of such hearing in the manner prescribed by law.

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 Prosecuting Attorney

**WHATCOM COUNTY
PUBLIC WORKS DEPARTMENT**

Jon Hutchings
Director



EQUIPMENT SERVICES DIVISION

901 W. Smith Road
Bellingham, WA 98226-9610
Phone (360) 676-6759
Fax (360) 676-6879
Eric L. Schlehuber, Division Manager

Exhibit "A"
CAPITAL EQUIPMENT SURPLUS REQUEST
May 2019

PUBLIC WORKS – EQUIPMENT SERVICES							
UNIT	YEAR	MAKE	MODEL	DEPT	VIN #	EST MILES/HRS	COMMENTS
016	2000	Ford	Taurus	JUVENILE	1FAPP5225YG252210	111,092	Already Replaced
017	1996	GMC	Safari SL Van	INFO SVCS	1GTD19WXTB535798	133,496	Already Replaced
046	2007	Ford	Escape 4X4	P&DS	1FMCU92Z37KA60026	104,034	Already Replaced
080	2005	Toyota	Prius-Hybrid	HEALTH	JTDKB22U553102902	113,450	Already Replaced
083	2003	Dodge	Intrepid SE	JUVENILE	2B3HD46R73H578327	108,802	Already Replaced
085	2009	Ford	F150 4X4 Extended Cab	M&O	1FTRX148X9FB03560	114,220	Already Replaced
090	2007	Ford	Escape 4X4	P&DS	1FMCU92Z67KA60022	123,000	Already Replaced
133	2004	Chevy	3500 Express Van	ENGINEERING	1GCHG39U541119281	141,493	Already Replaced
139	2005	Chevy	TrailBlazer 4x4	PDS	1GNDT13SX52350878	166,098	Already Replaced
143	2002	Ford	F150 4X4	M&O	1FTRX18L32NA28470	105,587	Already Replaced
161	2012	Chevy	1500 Silverado Extended Cab 4X4	M&O	1GCRKPEA9CZ305847	55,915	Totaled/Replaced
197	2002	Ford	F250 4X2	M&O	1FTNF20L02EA45150	102,862	Already Replaced
210	1992	International	5 YD Blade Truck	M&O	1HTGELJR9NH440910	110,643	Already Replaced
219	2004	Freightliner	5 YD Chip Truck	M&O	1FVACXCS04HN03458	141,519	Already Replaced
232	1991	International	4954 Single Axle 5yd Truck	M&O	1HTSDNZN3NH411428	111,356	Already Replaced
233	1991	International	4954 Single Axle 5yd Truck	M&O	1HTSDNZN3NH411429	146,928	Already Replaced
234	1993	International	4954 Single Axle 5yd Truck	M&O	1HTSDN2N5PH483311	158,067	Already Replaced
235	1993	International	4954 Single Axle 5yd Truck	M&O	1HTSDN2N7PH483312	122,524	Already Replaced
238	1999	Ford	F350 Patch Truck	M&O	1FDWF36L1XEE21732	128,010	Already Replaced
264	2003	Kenworth	T800B 6 Wheeler Dump Truck	M&O	1NKDXBEX83R386681	299,245	Already Replaced
285	1990	International	Single Axle 5yd Truck	M&O	1HTSETVN9LH272944	117,896	Already Replaced
301	2005	Sweeprite	Huskey II Mechanical Broom	M&O	49HAADB95DU06553	86,036	Already Replaced
307	1992	Etnyre	Lowboy Trailer	M&O	Q25204	68,525	Already Replaced
330	2008	McCormick	4X4 MTX120 Tractor	M&O	N45CL14046	7,952	Already Replaced
344	2004	New Holland	TS115A Tractor	M&O	ACP240041	8,346	Already Replaced
348	1995	Athey	7-12 Force Feed Loader	M&O	740-123K	3,104	Already Replaced
437	1989	Eager Beaver	12TXA Trailer	M&O	112TCP306KA032430	N/A	Already Replaced
444	1987	Beuthling	B-50 Roller	M&O	50-96	N/A	Already Replaced
459	2000	HI-WAY	Sander E2020XT 10'	M&O	107262	N/A	Already Replaced
467	1994	Portable	Sander	M&O	N/A	N/A	Already Replaced
472	1996	HI-WAY	Sander E2020 10'	M&O	N/A	N/A	Already Replaced
488	1971	Idealarc	Welder	ER&R	N/A	N/A	Already Replaced
530	2008	Diamond	DBR-050-C-H Mower head on #330	M&O	4684 MF10630	4,622	Already Replaced
544	2004	Alamo	Rotary Mower	M&O	MB21-02056	7,330	Already Replaced
570	1994	American	Reverse-A-Cast 11' Plow	M&O	N/A	N/A	Already Replaced
577	1994	Snow	Plow 12'	M&O	N/A	N/A	Already Replaced
706	1998	Miller	Diminsion 400 Welder	ER&R	JJ453428	N/A	Already Replaced
809	2001	Dodge	Ram 2500 4X4	PARKS	3B7KF23Z51G200897	108,413	Already Replaced
817	2004	Workhorse	WKHRS1000LX Utility Vehicle	PARKS	1596326	1,468	Already Replaced
820	1997	Chevy	3500 4X4 Bucket truck	FACILITY	1GBJK34J6VF038795	129,273	Already Replaced
831	2001	Dodge	2500 HU P/U	PARKS	3B7KC23Z91G195924	133,049	Already Replaced
865	2007	Tuff Tilt	20'Trailer	PARKS	1M9CF5B677L160098	N/A	Already Replaced
867	1992	Lorenz	Trailer	PARKS	WA89150074	N/A	Already Replaced
870	2007	Ford	F150 1/2T 4X4	PARKS	1FTRF14W57KC26706	101,200	Already Replaced

899	1997	GMC	EX Cab Cheyenne 2500	PARKS	1GCGC29R3VE266089	106,398	Already Replaced
980	2014	BMW	Motorcycle R12RTP/1170cc	SHERIFF	WB1044002EZW23339	35,812	Already Replaced
992	2009	BMW	Motorcycle R1200RTP	SHERIFF	WB10388049ZT14671	31,816	Already Replaced
6205	2009	Ford	Crown Victoria	SHERIFF	2FAHP71V19X129838	139,516	Already Replaced
6206	2009	Ford	Crown Victoria	SHERIFF	2FAHP71V39X129839	140,214	Already Replaced
6207	2009	Ford	Crown Victoria	SHERIFF	2FAHP71VX9X129840	159,107	Already Replaced
6209	2009	Ford	Crown Victoria	SHERIFF	2FAHP71V39X129842	148,642	Already Replaced
6210	2009	Ford	Crown Victoria	SHERIFF	2FAHP71V59X129843	169,608	Already Replaced
6212	2009	Ford	Crown Victoria	SHERIFF	2FAHP71V99X129845	126,600	Already Replaced
6216	2009	Ford	Crown Victoria	SHERIFF	2FAHP71V69X129849	135,940	Already Replaced
6217	2009	Ford	Crown Victoria	SHERIFF	2FAHP71V29X129850	134,790	Already Replaced
6831	2000	John Deere	F935 Mower	PARKS	MOF935X186937	2,401	Already Replaced

DESCRIPTION

GENERAL FUND – SURPLUS EQUIPMENT

UNIT	YEAR	MAKE	MODEL / DESCRIPTION	DEPT	PROPERTY TAG #	COMMENTS

DESCRIPTION



Whatcom County

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

Agenda Bill Master Report

File Number: AB2019-172

File ID:	AB2019-172	Version:	1	Status:	Agenda Ready
File Created:	03/11/2019	Entered by:	JKorn@co.whatcom.wa.us		
Department:	Sheriff's Office	File Type:	Contract		

First Assigned to: Council Finance and Administrative Services Committee

Agenda Date:	05/21/2019	Next Mtg. Date:		Hearing Date:	
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Primary Contact Email: jkorn@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract between Whatcom County and Meridian School District for a five year lease of the Sheriff's Office sub-station at 194 W. Laurel with a total cost of \$59,977

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See Attachment

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Contract, Staff Memo (4.18.19)

Final Action:
Enactment Date:
Enactment #:

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No. _____

Originating Department:	Sheriff's Office
Division/Program: <i>(i.e. Dept. Division and Program)</i>	35 Sheriff's Office / 3520 Bureau of LE & Investigations / 352020 Patrol and Overtime
Contract or Grant Administrator:	Jeff Parks, Undersheriff
Contractor's / Agency Name:	Meridian School District
<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? Contract _____</p> <p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, RFP and Bid number(s): _____ Cost Center: _____</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 checked="" 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): \$ <u>59,977</u></p> <p>This Amendment Amount: \$ _____</p> <p>Total Amended Amount: \$ <u>59,977</u></p>	<p>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:</p> <ol style="list-style-type: none"> 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.
<p>Summary of Scope: Five (5) year lease agreement with Meridian School District for Sheriff's Office sub-station located at 194 W. Laurel Road, Bellingham, WA. Contract amount includes rent and utilities for the sub-station.</p>	
Term of Contract: 7/1/19	Expiration Date: 6/30/24

Contract Routing:	1. Prepared by: <u>J. Korn</u> DMP 2. Attorney signoff: _____ 3. AS Finance reviewed: _____ 4. IT reviewed (if IT related): _____ 5. Contractor signed: _____ 6. Submitted to Exec.: _____ 7. Council approved (if necessary): _____ 8. Executive signed: _____ 9. Original to Council: _____	Date: <u>4/18/19</u> Date: _____ Date: _____ Date: _____ Date: _____ Date: _____ Date: _____ Date: _____ Date: _____
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**Meridian School District – Whatcom County Sheriff's Office
Sub-Station Lease**

THIS SUB-STATION LEASE ("Lease") is entered into this 1st day of July 2019 between Meridian School District ("Lessor") and **WHATCOM COUNTY** for the **WHATCOM COUNTY SHERIFF'S OFFICE** ("Lessee").

WHEREAS, pursuant to RCW 28A.335.040 and Lessor's Policy 6112 Lessor's board of directors may permit the rental, lease or occasional use of real property;

WHEREAS, Lessee is a government agency responsible for public safety;

WHEREAS, Lessee desires to lease a double portable building located on the school premises at 194 W. Laurel Rd, Bellingham, WA 98226 (Meridian High School).

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth the parties agree as follows:

1. Description of Leased Premises. The Lessor hereby leases to the Lessee:

1.1 Building Description. The exclusive use of the double portable building on the premises as described above.

1.2 Security. Lessee shall have secure access to the building with County-provided locks and key systems in order to meet security requirements for State/Federal data information systems and equipment (CJIS). This will be provided by the Lessee.

1.3 Parking. The Lessor shall provide a delineated area described in section 4.1 for the parking of Sheriff's Office and their visitors vehicles.

2. Term. The term of this Lease shall be five (5) years, commencing on July 1, 2019 and terminating on June 30, 2024, unless sooner terminated hereunder.

2.1 Renewal. The parties shall, at the request of either party, meet no later than sixty (60) days prior to the expiration of the Lease to discuss the terms and conditions of a renewal, or extension if any.

3. Rent and Utilities. Lessee shall pay to the Lessor annual rent for the above described premises. The rent for the first (6) months of the Lease shall be five thousand five hundred sixty five dollars (\$5,565.00) (refer to section 3.1 for payment schedule). It is noted that this Lessee is exempt from Washington State Leasehold Excise Tax.

3.1 Annual Increase. The rent shall increase annually at the rate of three percent (3%) per annum (rounded to the nearest dollar) as follows:

Year 2019 (six months)	\$5,565.00
Year 2020	\$11,464.00
Year 2021	\$11,808.00
Year 2022	\$12,162.00
Year 2023	\$12,527.00
Year 2024 (six months)	\$6,451.00

3.3 Utilities and Services. Included in the rent noted above, the Lessor shall provide for the continuance of existing utilities and services for the Leased premises:

3.4 Utilities. Lessee shall be responsible for the payment of all utilities or services for which it contracts directly with the provider, including long distance telephone and/or cable television. The Lessee shall defend and hold harmless the Lessor from any and all such charges or disputes arising from the use or provision of such utilities or services.

3.5 Payment of Rent. Monthly rent (divided equally over twelve (12) months - refer to section in 3.1 for the annual total rent) shall be paid by lessee within 30 days of receipt of invoice from lessor. Alternatively, quarterly or semi-annual payments may be made upon mutual agreement of the parties.

4. Use of Building. Lessee shall use the building and areas within for offices for its staff; as a base of operation for its Traffic Division; for training and meetings; and during emergencies; and for no other use without the prior written permission of the Lessor. At no time shall Lessee knowingly bring individuals in police custody or individuals suspected of criminal activity to the building or to the school premises where the school building is located without the express written permission of the Lessor's superintendent.

4.1 Parking Designated By Lessor. Lessee's employees, guests and invitees shall park in the non-exclusive area designated by the Lessor on Exhibit "A" during business hours (7:30 a.m. – 4:30 p.m. Monday – Friday). All other parking areas may be used as available during non-business hours. During home football games, the Lessee agrees to allow parking by the public in the designated parking area. The Lessor reserves the right to designate alternate parking areas from time-to-time.

4.2 District Policies. Lessee agrees that all personnel of Lessee who are on School District Property will observe the Lessor's policies as they pertain to the use of School District facilities, including the prohibition on the use of all tobacco products in compliance with RCW 28A.210.310 and Lessor's Policy 4215 and the prohibition on the possession of alcohol or controlled substances on school premises.

5. Improvements By Lessee. Subject to obtaining written approval from Lessor, Lessee may make and install in the Office Area, at its own expense, such improvements as are normal and customary in connection with the activity described in Section 4. Lessee's contractor, if any, shall be subject to Lessor's approval, which will not be unreasonably withheld. Lessor reserves the right to condition its approval upon the Lessee providing satisfactory payment and/or performance bonds. Lessee shall submit plans to and obtain written approval from Lessor before commencing any improvements (excluding installation of audio / visual / technology equipment in the offices). All improvements by Lessee shall conform to the requirements of the Americans with Disabilities Act, 42 USC 12111 et seq. and the Washington Law Against Discrimination, chapter 49.60 RCW.

5.1 Disposition of Improvements at End of Lease. Lessee shall have the right to remove all equipment, personal property and minor improvements, which may have been installed during the period of this Lease providing that the same are removed before the Lease is terminated. Any improvements not removed by the conclusion of the Lease shall, at Lessor's option, revert to Lessor. The facility shall be restored by Lessee to conditions prevailing at the time of initiation of the Lease, normal wear excepted.

5.2 Removal of Property. If Lessee fails to remove any of its personal property from the premises at the termination of this Lease, or when Lessor has the right of re-entry, Lessor may, at its option, remove and store said property without liability for loss thereof or damage thereto, such storage to be for the account and at the expense of Lessee. If Lessee fails to pay the storage costs after thirty (30) days or more, Lessor may, at its option, sell any or all of such property at public or private sale, in such manner and at such times and places as Lessor, in its sole discretion, may deem appropriate, without notice to Lessee, and shall apply the proceeds of the sale first to the costs of the sale, including attorney's fees, second to the storage costs, third to the payment of any amounts then or thereafter due to Lessor from Lessee under this Lease. The balance, if any, shall be returned to Lessee.

6. Condition of Property. Lessee accepts the facility "as is" without further maintenance liability on the part of the Lessor, except as stated herein. Lessee is not relying upon any representations of Lessor as to the condition or usability, except Lessor's right to grant a lease of the property.

6.1 Lessor's Maintenance. Lessor shall be responsible for the roof, exterior walls, exterior doors, mechanical, electrical and plumbing systems except when damage is caused by the Lessee, in which case the Lessee shall repair and restore the same.

6.2 Lessee's Maintenance. Lessee shall be responsible for the routine maintenance of the interior areas and to reimburse the Lessor for the cost of repair and to restore man made damage (accidental or otherwise) caused by Lessee or anyone on the Premises as a result of Lessee's activities. The reimbursement shall be due thirty (30) days after Lessor presents an invoice to Lessee for the actual cost of the repairs or restoration.

7. Lessee's Property. The parties hereto agree that the Lessor shall not be responsible to the Lessee for any property loss or damage done to the Lessee's property, whether real, personal or mixed, occasioned by reason of any fire, storm or other casualty whatsoever. It shall be the Lessee's responsibility to provide its own protection against casualty losses of whatsoever kind or nature, regardless of whether or not such loss is occasioned by the acts or omissions of the Lessor, Lessee, third party or act of nature.

8. Insurance. The Lessee is a self-insured government agency and therefore shall not be required to obtain insurance. However, as a self-insured entity, Lessee shall undertake the defense of the Lessor and indemnify the Lessor to a maximum amount of One Million Dollars (\$1,000,000) per incident/occurrence to the same extent as Lessor would have been afforded defense and indemnification had Lessee obtained and maintained a commercial general liability insurance policy in the amount of One Million Dollars (\$1,000,000) and named the Lessor as an additional insured therein. If Lessee becomes insured for liability, it will name the Lessor as an additional insured under such policy. Lessee shall provide evidence of such self-insurance. The insurance coverage and liability exposure of Lessee is subject to the Indemnification and Hold Harmless provision set forth in this Lease.

9. Lessee Will Obtain Permits. Lessee agrees to obtain and comply with all necessary permits for any leasehold improvement. If Lessee fails to obtain and comply with such permits, then Lessee accepts full responsibility for any and all costs incurred by Lessor, including actual attorneys' fees. In this way, Lessee agrees to hold harmless Lessor from any liability and to fully reimburse expenses of Lessor for Lessee's failure to fully comply with any necessary permit process and requirements.

10. Liens. Lessee agrees to keep the Leased premises described herein free and clear of all liens and charges whatsoever. Lessee shall not allow any materialmen's, mechanic's or other liens to be placed upon the Leased premises. If such a lien is placed of record, Lessee shall cause it to be discharged of record, at its own expense, within ten (10) days of Lessor's demand. Failure to comply with Lessor's demand within ten (10) days shall be a default under the terms of this Lease.

11. Indemnification and Hold Harmless.

The Lessee agrees that it will protect, save, defend, hold harmless and indemnify the Lessor, its officers, employees and agents from any and all demands, claims, judgments, or liability for loss or damage arising as a result of accidents, injuries or other occurrences, occasioned by either the negligent or willful conduct of the Lessee, its agents or any person or entity holding under the Lessee or any person or entity at the Leased premises as a result of Lessee's activity, regardless of who the injured party may be unless the Lessor is solely negligent or otherwise liable. However, In the event of any concurrent act or omission of the Parties, negligent or otherwise, these indemnity provisions shall be valid and enforceable only to the extent of each Party's comparative liability.

11.1 Environmental Indemnification. Lessee shall indemnify and hold Lessor harmless from any and all claims, demands, judgments, orders or damages resulting from the release of hazardous substances at the premises, caused in whole or in part by the activity of the Lessee, its agents, or any other person or entity at the Leased premises as a result of Lessee's activity. The term "hazardous substances," as used herein, shall mean any substance heretofore or hereafter designated as hazardous under the Resource Conservation and Recovery Act, 42 U.S.C. Sec 6901 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. Sec. 1257 et seq.; the Clean Air Act, 42 U.S.C. Sec. 2001 et seq.; the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. Sec. 9601 et seq.; or the Hazardous Waste Cleanup-Model Toxics Control Act, RCW 70.105D, all as amended and subject to all regulations promulgated thereunder. In the event of any concurrent act or omission of the Parties, negligent or otherwise, these indemnity provisions shall be valid and enforceable only to the extent of each Party's comparative liability.

12. Laws and Regulations. Lessee agrees to conform to and abide by all lawful rules, codes, laws and regulations in connection with its use of the leased premises. The Lessee's obligations herein shall include, but in no way be limited to, the obligation to comply with all state and federal environmental laws and regulations. The Lessee covenants and agrees that it will indemnify and hold harmless the Lessor from any fine, penalty, or damage which may be imposed by any lawful authority, which may arise as a result of the Lessee's failure to comply with the obligations of this paragraph.

13. **Waste and Refuse.** Lessee agrees (i) not to allow conditions of waste and refuse to exist on or in the leased premises as a result of its activities, and is responsible to dispose of waste and recycling in a timely manner, (ii) to cooperate in keeping leased areas in a neat, clean, and orderly condition, and (iii) to be responsible for all damages caused to the premises by Lessee, its agents, or any third party or any person or entity at the premises as a result of Lessee's activity.

14. **Signs.** No external signs shall be installed on the building or grounds without the written permission of Lessor.

15. **Equal Opportunity.** Lessee agrees that in the conduct of activities at the leased premises, it will be an equal opportunity employer in accordance with Whatcom County Human Resources policies and Title VII of the 1964 Civil Rights Act and will comply with all requirements of the Americans with Disabilities Act of 1990 and the Washington Law Against Discrimination, chapter 49.60 RCW if any facilities modifications or improvements are made.

16. **Litigation.** In the event Lessor shall be made a party to any litigation (other than litigation between Lessor and Lessee concerning this Lease) commenced by or against Lessee, Lessee agrees to pay all costs, expert witness fees, and attorneys' fees, including all customary charges, incurred by Lessor in connection with such litigation. However, if Lessor is made a party defendant and Lessee undertakes the defense of the action on behalf of Lessor, then no obligation for costs and attorneys' fees will be chargeable against Lessee by Lessor for costs arising out of such undertaking. This provision shall not apply if within the lawsuit it is alleged that the Lessor is named because of some action the Lessor has or has not taken, or alleged or proven to be caused by an act or omission, negligent or otherwise, including a breach of duty, obligation or standard of care imposed by law.

16.1 **Litigation Between Lessor and Lessee.** Lessor and Lessee agree that in any litigation between them related to the Leased premises reasonable attorneys' fees and costs shall be awarded to the prevailing party.

17. **Assignment of Lease.** Lessee shall not assign, rent or sublease any portions of this Lease or any extension thereof, without the prior written consent of Lessor and no rights hereunder or in or to said Leased premises shall pass by operation of law or other judicial process.

18. **Termination.** Upon termination of this Lease or any extension thereof, whether by expiration of the stated term or sooner termination thereon as herein provided, Lessee shall surrender to Lessor the premises peaceably and quietly and in the same condition in which they existed prior to possession by Lessee, normal wear excepted (as in section 5.1 above).

18.1 **Early Termination By Lessee.** The Lessee may give notice of early termination of this Lease in writing to the Lessor within sixty (60) days written notice of intent to terminate the Lease.

18.2 **Early Termination By Lessor.** Should the Lessor determine, in its sole discretion, that it needs to recapture the leased premises for any school-related purpose, including the sale of the property, then Lessor may terminate this Lease upon sixty (60) days written notice.

19. **Default.** Failure to pay rent or utilities as provided herein shall constitute a default under

the terms of this Lease. If default in the payment of rent or utilities occurs then, at Lessor's sole option, upon ten (10) days' written notice, this Lease may be terminated and Lessor may enter upon and take possession of said property. This remedy is in addition to and is not exclusive of any other remedies provided either by this Lease or by law.

19.1 Other Defaults. If Lessee shall fail to perform any term or condition of this Lease, other than the payment of rent, then Lessor, upon providing Lessee thirty (30) days' written notice to correct such default, may terminate this Lease and enter upon and take possession of the property. This remedy is in addition to and is not exclusive of any other remedies provided either by this Lease or by law.

20. Non-Waiver. Neither the acceptance of rent by Lessor nor any other act or omission of Lessor or Lessee shall operate as a waiver of any past or future default, or to deprive a party of its right to terminate this Lease, or be construed to prevent a party from promptly exercising any other right or remedy it has under this Lease.

21. Notices. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing addressed to the other party at the addresses as follows:

TO LESSOR:

Meridian School District

ATTN:

J. Everett Superintendent

Name Job Title

214 W. Laurel Road

Bellingham, WA 98226

Phone: 360 398 7111

TO LESSEE:

Whatcom County Sheriff

ATTN:

Name Job Title

311 Grand Ave

Bellingham, WA 98225

Phone:

or such address as may have been specified by notifying the other party of the change of address. Notice shall be deemed served on the date of actual delivery or the first attempted delivery as shown on the return receipt if mailed with the United States Postal Service by certified mail, return receipt requested.

22. Quiet Enjoyment. Lessor acknowledges that it has ownership of the premises and that it has the legal authority to enter into this Lease. Lessor covenants that Lessee's right of occupancy shall not be disturbed during the term of this Lease so long as the terms are complied with by Lessee and subject to that clause in this Lease dealing with the right of Lessor to enter the premises when accompanied by Whatcom County Sheriff's Office personnel.

23. Lessor May Enter Office Area. It is agreed that the duly authorized officers or agents of Lessor may enter to view the interior areas upon reasonable notice to the Lessee when

accompanied by Whatcom County Sheriff's Office personnel or at any time in case of an emergency.

24. Interpretation. In any dispute between the parties, the language of this Lease shall in all cases be construed as a whole according to its fair meaning and not for or against either the Lessor or the Lessee. If any provision is found to be ambiguous, the language shall not be construed against either the Lessor or Lessee solely on the basis of which party drafted the provision. If any word, clause, sentence, or combination thereof for any reason is declared by a court of law or equity to be invalid or unenforceable against one party or the other, then such finding shall in no way affect the remaining provisions of this Lease.

25. Holding Over. If the Lessee remains in possession of the premises after the date of expiration of this Lease, with the written consent of the Lessor, it is hereby agreed and understood that until such time as a new agreement in writing shall be entered into between the parties thereto, Lessee shall continue to make payments to Lessor on a percent basis of the annual fee for the number of days occupied, as provided for in this Lease. Said holding over shall be subject to all of the terms and conditions of this Lease. Said holdover tenancy may be terminated by either party by sending written notice not less than five (5) days before the end of such tenancy. Said holding over shall be subject to agreement of both Lessor and Lessee.

26. By virtue of Lessor's status as a Law Enforcement Agency, this Lease does not obligate the County or the Whatcom County Sheriff Deputies to perform any additional duties or obligations at the premises or on school grounds, for Lessor or towards the public, other than what Lessee is otherwise obligated to perform under the law or in the normal course of duties.

27. Survival. All obligations of the Lessee, as provided for in this Lease, shall not cease upon the termination of this Lease and shall continue as obligations until fully performed. All clauses of this Lease which require performance beyond the termination date shall survive the termination date of this Lease.

28. Entire Agreement. This Lease contains all of the understandings between the parties. Each party represents that no promises, representations or commitments have been made by the other as a basis for this Lease which have not been reduced to writing herein. No oral promises or representations shall be binding upon either party, whether made in the past or to be made in the future, unless such promises or representations are reduced to writing in the form of a modification to this Lease executed with all necessary legal formalities by the authorized representative for the Meridian School District.

Meridian School District

James G. T. Superintendent
(Authorized party)

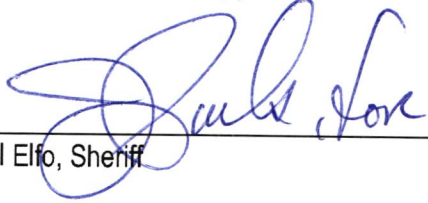
Date: 5/8/2019

WHATCOM COUNTY:

See attached signature page

Date: _____

WHATCOM COUNTY:
Recommended for Approval:



Bill Elfo, Sheriff

5/10/19

Date

Approved as to form:

Prosecuting Attorney

Date

Approved:
Accepted for Whatcom County:

By: _____
Jack Louws, Whatcom County Executive

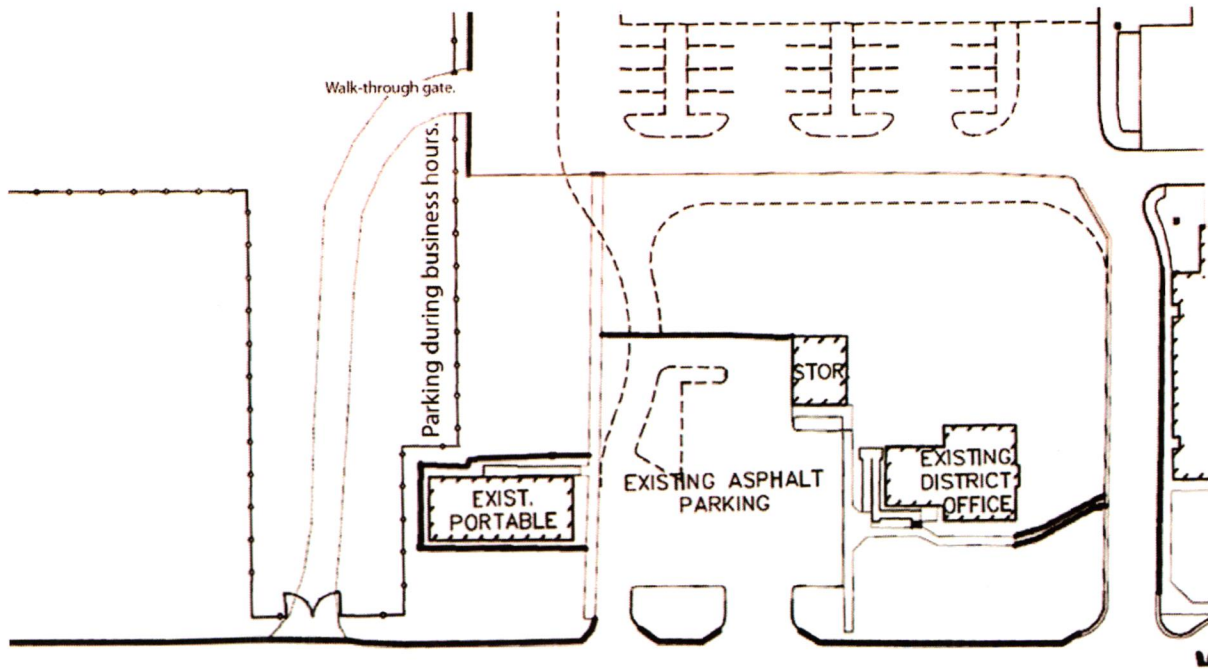
Date

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"



**WHATCOM COUNTY
SHERIFF'S OFFICE**

BILL ELFO
SHERIFF



PUBLIC SAFETY BUILDING
311 Grand Avenue
Bellingham, WA 98225-4038
(360) 778-6600

MEMORANDUM

TO: Jack Louws, County Executive
FROM: Bill Elfo, Sheriff *[Signature]*
DATE: April 18, 2019
RE: Meridian School District – Whatcom County Sheriff's Office
Sub-Station Lease Agreement

Enclosed for your review and signature are two (2) original agreements between Meridian School District and Whatcom County Sheriff's Office for sub-station lease.

Background and Purpose

This five (5) year agreement with Meridian School District is to lease a double portable building located at 194 W. Laurel Road, Bellingham, WA for Sheriff's Office sub-station.

Funding Amount and Source

Funding for this lease agreement will come from existing Sheriff's Office budget.

Differences from Previous Contract

N/A

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

Thank you.

enclosure



Whatcom County

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

Agenda Bill Master Report

File Number: AB2019-286

File ID:	AB2019-286	Version:	1	Status:	Agenda Ready
File Created:	05/06/2019	Entered by:	BBushaw@co.whatcom.wa.us		
Department:	Public Works Department	File Type:	Contract		

First Assigned to: Council Finance and Administrative Services Committee

Agenda Date:	05/21/2019	Next Mtg. Date:	Hearing Date:
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Primary Contact Email: 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 Herrera Environmental Consultants to do a Comprehensive Bioinfiltration Swale Evaluation of the Geneva Retrofits in the amount of \$99,821

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See Attached Memo

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Memo, Contract-Herrera

Final Action:
Enactment Date:
Enactment #:

**WHATCOM COUNTY
PUBLIC WORKS DEPARTMENT**

Jon Hutchings
Director



STORMWATER/NPDES
322 N. Commercial, Suite 224
Bellingham, WA 98225
Main: (360) 778-6210
FAX: (360) 778-6201
www.whatcomcounty.us

MEMORANDUM

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

THROUGH: Jon Hutchings, Public Works Director *JH*

FROM: Kraig Olason, Stormwater Program Manager *KO*
Cathy Craver, Senior Planner *CC*

DATE: May 7, 2019

RE: Contract for Services with Herrera Environmental Consultants for a Comprehensive Bioinfiltration Swale Evaluation of the Geneva Retrofits

REQUESTED ACTION

Please find attached for your review and approval two (2) originals of a contract for services between Herrera Environmental Consultants (Herrera) and Whatcom County for a Comprehensive Bioinfiltration Swale Evaluation of the Geneva Retrofits.

BACKGROUND AND PURPOSE

The Geneva Retrofits are a series of bioinfiltration swales installed beginning in 2007 to treat phosphorus from existing development in the Geneva neighborhood within the Lake Whatcom watershed. As part of the Lake Whatcom Total Maximum Daily Load (TMDL), Whatcom County will work with Herrera to assess the current function and effectiveness of these facilities. The contract provides for swale evaluations and development of recommendations for near-term and long-term improvements to maximize their function. Herrera was chosen through a competitive selection process (RFQ-18-01).

FUNDING AMOUNT AND SOURCE

This contract in the amount of \$99,821 will be funded through the Stormwater (123212) and NPDES (10860) budgets.

Please contact Cathy Craver at extension 6299, if you have any questions or concerns regarding the terms of this agreement.

Encl.

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No. _____

Originating Department:	Public Works
Division/Program: (i.e. Dept. Division and Program)	Stormwater-907620
Contract or Grant Administrator:	Cathy Craver
Contractor's / Agency Name:	Herrera Environmental Consultants
<p>Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input type="radio"/> No <input checked="" type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/></p> <p>Yes <input checked="" type="radio"/> No <input type="radio"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____</p> <p>Does contract require Council Approval? Yes <input checked="" type="radio"/> No <input type="radio"/> 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="radio"/> No <input checked="" type="radio"/> If yes, grantor agency contract number(s): _____ CFDA#: _____</p> <p>Is this contract grant funded? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, Whatcom County grant contract number(s): _____</p> <p>Is this contract the result of a RFP or Bid process? Yes <input checked="" type="radio"/> No <input type="radio"/> If yes, RFP and Bid number(s): RFQ-1801 Contract Cost Center: 50%-123212, 50%-10860</p> <p>Is this agreement excluded from E-Verify? No <input checked="" type="radio"/> Yes <input type="radio"/> If no, include Attachment D Contractor Declaration form.</p> <p>If YES, indicate exclusion(s) below:</p> <p><input type="checkbox"/> Professional services agreement for certified/licensed professional.</p> <p><input checked="" type="checkbox"/> Contract work is for less than \$100,000.</p> <p><input type="checkbox"/> Contract work is for less than 120 days.</p> <p><input type="checkbox"/> Interlocal Agreement (between Governments).</p> <p><input type="checkbox"/> Contract for Commercial off the shelf items (COTS).</p> <p><input type="checkbox"/> Work related subcontract less than \$25,000.</p> <p><input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.</p>	
<p>Contract Amount:(sum of original contract amount and any prior amendments):</p> <p>\$ 99,821.00</p> <p>This Amendment Amount:</p> <p>\$ _____</p> <p>Total Amended Amount:</p> <p>\$ _____</p>	<p>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:</p> <ol style="list-style-type: none"> 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.
<p>Summary of Scope:</p> <p>Complete a comprehensive Bioinfiltration Swale Evaluation in the Geneva neighborhood of the Lake Whatcom watershed</p>	
Term of Contract:	Expiration Date: 12/31/2020

Contract Routing:	1. Prepared by: Cathy Craver	Date: 4/29/19
	2. Attorney signoff: Christopher Quinn	Date: 4/30/2019
	3. AS Finance reviewed: bbennett	Date: 5/03/19
	4. IT reviewed (if IT related):	Date: _____
	5. Contractor signed: Theresa M. Wood	Date: 5/6/19
	6. Submitted to Exec.:	Date: _____
	7. Council approved (if necessary):	Date: _____
	8. Executive signed:	Date: _____
	9. Original to Council:	Date: _____

**CONTRACT FOR SERVICES AGREEMENT
Comprehensive Bioinfiltration Swale Evaluation**

Herrera Environmental Consultants, hereinafter called **Contractor**, and Whatcom County, hereinafter referred to as **County**, agree and contract as set forth in this Agreement, including:

General Conditions, pp. 1 to 9,
Exhibit A (Scope of Work), pp. 10 to 15,
Exhibit B (Compensation), pp. 16 to 16,
Exhibit C (Certificate of Insurance).

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

The term of this Agreement shall commence on the 1st day of May, 20 19, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31st day of December, 20 20.

The general purpose or objective of this Agreement is to: complete a comprehensive Bioinfiltration Swale Evaluation in the Geneva neighborhood of the Lake Whatcom watershed, 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 \$ 99,821.00. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

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

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, 20 ____.

CONTRACTOR:

Herrera Environmental Consultants

for John Lenth, Water Practice Director

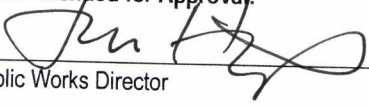
STATE OF WASHINGTON)
) ss.
COUNTY OF Snohomish

On this 6 day of May, 20 19, before me personally appeared Theresa M Wood to me known to be the Vice President of Herrera Environmental Consultants and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

Jennifer L. Lenth
NOTARY PUBLIC in and for the State of Washington, residing at
Mukilteo WA. My commission expires 05/28/2022

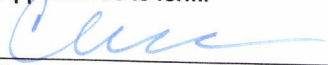


WHATCOM COUNTY:
Recommended for Approval:


Public Works Director

5/8/19
Date

Approved as to form:


Senior Deputy Prosecuting Attorney-Civil Division

5/9/19
Date

Approved:

Accepted for Whatcom County:

By: _____
Jack Louws, Whatcom County Executive

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

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

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

CONTRACTOR INFORMATION:

Herrera Environmental Consultants

John Lenth, Water Practice Director

Address:

114 W. Magnolia St., Suite 504

Bellingham, WA 98225

Contact Name: Chris Webb

Contact Phone: 360-398-5075

Contact FAX: 206-441-9108

Contact Email: cwebb@herrerainc.com

GENERAL CONDITIONS

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

0.1 Scope of Services:

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

Series 10-19: Provisions Related to Term and Termination

10.1 Term:

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

10.2 Extension:

The duration of this Agreement may be extended by mutual written consent of the parties, for a period of up to one year, and for a total of no longer than three years.

11.1 Termination for Default:

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

11.2 Termination for Reduction in Funding:

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

11.3 Termination for Public Convenience:

The County may terminate the Agreement in whole or in part whenever the County determines, in its sole discretion, that such termination is in the interests of the County. Whenever the Agreement is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by the County at any time during the term, whether for default or convenience, shall not constitute breach of contract by the County.

Series 20-29: Provisions Related to Consideration and Payments

20.1 Accounting and Payment for Contractor Services:

Payment to the Contractor for services rendered under this Agreement shall be as set forth in Exhibit "B." Where Exhibit "B" requires payments by the County, payment shall be based upon written claims supported, unless otherwise provided in

Exhibit "B," by documentation of units of work actually performed and amounts earned, including, where appropriate, the actual number of days worked each month, total number of hours for the month, and the total dollar payment requested, so as to comply with municipal auditing requirements.

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

21.1 Taxes:

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

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

22.1 Withholding Payment:

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

23.1 Labor Standards:

The Contractor agrees to comply with all applicable state and federal requirements, including but not limited to those pertaining to payment of wages and working conditions, in accordance with RCW 39.12.040, the Prevailing Wage Act; the Americans with Disabilities Act of 1990; the Davis-Bacon Act; and the Contract Work Hours and Safety Standards Act providing for weekly payment of prevailing wages, minimum overtime pay, and providing that no laborer or mechanic shall be required to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous to health and safety as determined by regulations promulgated by the Federal Secretary of Labor and the State of Washington.

Series 30-39: Provisions Related to Administration of Agreement

30.1 Independent Contractor:

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

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

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

30.2 Assignment and Subcontracting:

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

30.3 No Guarantee of Employment:

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

31.1 Ownership of Items Produced:

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

31.2 Patent/Copyright Infringement:

Contractor will defend and indemnify the County from any claimed action, cause or demand brought against the County, to the extent such action is based on the claim that information supplied by the Contractor infringes any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County in any action. Such defense and payments are conditioned upon the following:

A. The Contractor shall be notified promptly in writing by the County of any notice of such claim.

B. Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.

32.1 Confidentiality:

The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of this Agreement, except upon the prior written consent of the County or an order entered by a court after having acquired jurisdiction over the County. Contractor shall immediately give to the County notice of any judicial proceeding seeking disclosure of such information. Contractor shall indemnify and hold harmless the County, its officials, agents or employees from all loss or expense, including, but not limited to, settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision.

33.1 Right to Review:

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

34.1

Proof of Insurance:

The Contractor shall carry for the duration of this Agreement insurance with the following minimums:

- 1) Commercial General Liability coverage--
- a) Property Damage - \$500,000.00 per occurrence
- b) General Liability & Bodily injury- \$1,000,000.00 per occurrence

A Certificate of insurance, that also identifies the County as an additional insured, is attached hereto as Exhibit "C". For that insurance, the Contractor's policy shall be considered as primary and shall waive all rights of subrogation. The County insurance shall not serve as a source of contribution.

- 2) Professional Liability - \$1,000,000 per occurrence:

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

34.2

Industrial Insurance Waiver:

With respect to the performance of this agreement and as to claims against the County, its officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this agreement extend to any claim brought by or on behalf of any employee of the Contractor. This waiver is mutually negotiated by the parties to this agreement.

34.3

Defense & Indemnity Agreement:

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

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

35.1

Non-Discrimination in Employment:

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

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

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

- 35.2 Non-Discrimination in Client Services:
The Contractor shall not discriminate on the grounds of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, disability, or veteran status; 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 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.
- 36.1 Waiver of Noncompetition:
Contractor irrevocably waives any existing rights which it may have, by contract or otherwise, to require another person or corporation to refrain from submitting a proposal to or performing work or providing supplies to the County, and contractor further promises that it will not in the future, directly or indirectly, induce or solicit any person or corporation to refrain from submitting a bid or proposal to or from performing work or providing supplies to the County.
- 36.2 Conflict of Interest:
If at any time prior to commencement of, or during the term of this Agreement, Contractor or any of its employees involved in the performance of this Agreement shall have or develop an interest in the subject matter of this Agreement that is potentially in conflict with the County's interest, then Contractor shall immediately notify the County of the same. The notification of the County shall be made with sufficient specificity to enable the County to make an informed judgment as to whether or not the County's interest may be compromised in any manner by the existence of the conflict, actual or potential. Thereafter, the County may require the Contractor to take reasonable steps to remove the conflict of interest. The County may also terminate this contract according to the provisions herein for termination.
- 37.1 Administration of Contract:
This Agreement shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington. The Contractor also agrees to comply with applicable federal, state, county or municipal standards for licensing, certification and operation of facilities and programs, and accreditation and licensing of individuals.
- The County hereby appoints, and the Contractor hereby accepts, the Whatcom County Executive, and his or her designee, as the County's representative, hereinafter referred to as the Administrative Officer, for the purposes of administering the provisions of this Agreement, including the County's right to receive and act on all reports and documents, and any auditing performed by the County related to this Agreement. The Administrative Officer for purposes of this agreement is:
- Cathy Craver
Senior Planner
322 N. Commercial St., Suite 224
Bellingham, WA 98225Insert here
- 37.2 Notice:
Except as set forth elsewhere in the Agreement, for all purposes under this Agreement except service of process, notice shall be given by the Contractor to the County's Administrative Officer under this Agreement. Notice to the Contractor for all purposes under this Agreement shall be given to the address provided by the Contractor herein above in the "Contractor Information" section. Notice may be given by delivery or by depositing in the US Mail, first class, postage prepaid.
- 38.1 Certification of Public Works Contractor's Status under State Law:
Contractor certifies that it has fully met the responsibility criteria required of public works contractors under RCW 39.04.350 (1), which include: (a) having a certificate of registration in compliance with RCW 18.27; (b) having a current state unified business identifier number; (c) if applicable, having industrial insurance coverage for its employees working in Washington as required in Title 51 RCW, an employment security department number as required in Title 50 RCW, and a state excise tax registration number as required in Title 82 RCW; and (d) not being disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).
- 38.2 Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:
The Contractor further certifies, by executing this contract, that neither it nor its principles is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or Agency.

The Contractor also agrees that it shall not knowingly enter into any lower tier covered transactions (a transaction between the Contractor and any other person) with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, and the Contractor agrees to include this clause titled "Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" without modification, in all lower tier covered transactions and in all solicitations for lower tier transactions.

The "Excluded Parties List System in the System for Award Management (SAM) website is available to research this information at WWW.SAM.GOV. Contractor shall immediately notify Whatcom County if, during the term of this Contract, Contractor becomes debarred.

38.3

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

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

40.1

Modifications:

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

40.2

Contractor Commitments, Warranties and Representations:

Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to, any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

41.1

Severability:

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

41.2

Waiver:

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

42.1

Disputes:

a.

General:

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

b. Notice of Potential Claims:

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

c. Detailed Claim:

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

d. Arbitration:

Other than claims for injunctive relief brought by a party hereto (which may be brought either in court or pursuant to this arbitration provision), and consistent with the provisions hereinabove, any claim, dispute or controversy between the parties under, arising out of, or related to this Agreement or otherwise, including issues of specific performance, shall be determined by arbitration in Bellingham, Washington, under the applicable American Arbitration Association (AAA) rules in effect on the date hereof, as modified by this Agreement. There shall be one arbitrator selected by the parties within ten (10) days of the arbitration demand, or if not, by the AAA or any other group having similar credentials. Any issue about whether a claim is covered by this Agreement shall be determined by the arbitrator. The arbitrator shall apply substantive law and may award injunctive relief, equitable relief (including specific performance), or any other remedy available from a judge, including expenses, costs and attorney fees to the prevailing party and pre-award interest, but shall not have the power to award punitive damages. The decision of the arbitrator shall be final and binding and an order confirming the award or judgment upon the award may be entered in any court having jurisdiction. The parties agree that the decision of the arbitrator shall be the sole and exclusive remedy between them regarding any dispute presented or pled before the arbitrator. At the request of either party made not later than forty-five (45) days after the arbitration demand, the parties agree to submit the dispute to nonbinding mediation, which shall not delay the arbitration hearing date; provided, that either party may decline to mediate and proceed with arbitration.

Unless otherwise specified herein, this Agreement shall be governed by the laws of Whatcom County and the State of Washington.

43.1 Venue and Choice of Law:

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

44.1 Survival:

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

45.1 Entire Agreement:

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



SCOPE OF WORK

EXHIBIT "A" (SCOPE OF WORK)

COMPREHENSIVE BIOINFILTRATION SWALE EVALUATION

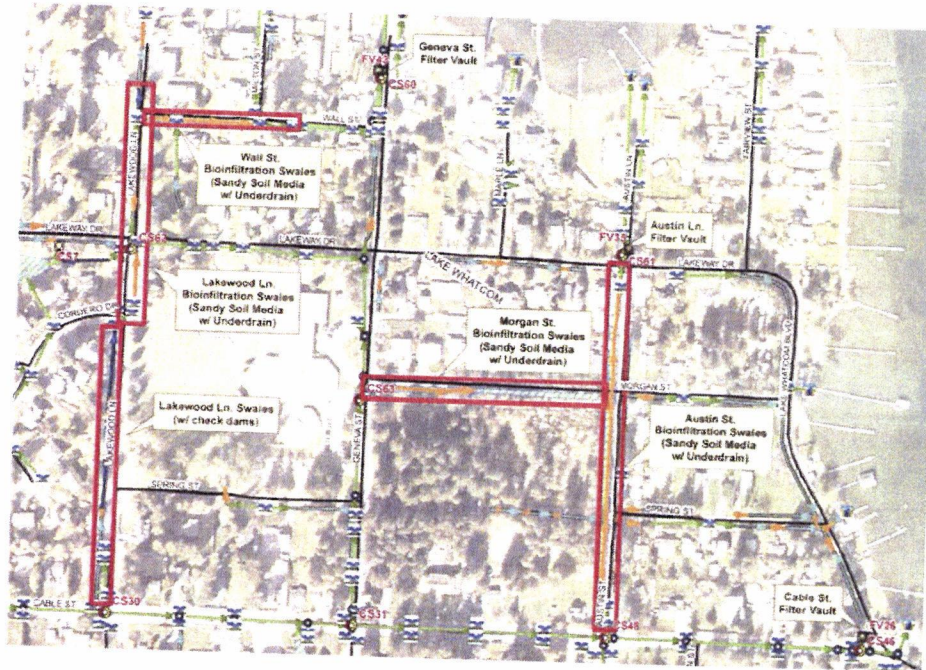
On January 24, 2019, Whatcom County (County) notified Herrera Environmental Consultants (Herrera) of being selected for the project and requested that a scope of work and cost estimate be prepared to evaluate specific swales in the Geneva neighborhood of the Lake Whatcom watershed. Herrera will begin by evaluating the tributary basins and condition of the subject facilities, then perform an assessment and make recommendations to improve the performance of the facilities. This scope of work was developed based on a scoping meeting with County staff on February 14, 2019 and then refined.

This scope of work includes a discussion of the activities, assumptions, deliverables, and a schedule associated with this project:

<u>Task 1.0 –</u>	<u>Project Management</u>	11
<u>Task 2.0 –</u>	<u>Existing Conditions Assessment</u>	12
<u>Task 3.0 –</u>	<u>Testing, Monitoring & Additional Analysis</u>	14
<u>Task 4.0 –</u>	<u>Facility Performance improvement options</u>	15

Project Assumptions

- Outreach and communication with adjacent land owners and other stakeholders will be led by the County with support from Herrera as requested.
- The following map shows the stormwater facilities (swales, conveyance piping, flow splitters & filter vaults) included in this analysis.



TASK 1.0 – PROJECT MANAGEMENT

Herrera will be responsible for ongoing contract administration of this project, including preparing invoices and progress reports, as well as coordination of all work efforts with the designated client point of contact. Progress reports and/or invoices will include hours by position breakdown and percent spent (or completed) by task. Herrera's project manager (Chris Webb) will have phone and email contact with the County project manager (Cathy Craver).

Deliverables

- Monthly invoices.
- Monthly progress reports.

TASK 2.0 – EXISTING CONDITIONS ASSESSMENT

Herrera will review the existing conditions of the swales and their tributary basins, the original design and as-built documents, and any GIS data provided by the County. Then Herrera will delineate the tributary areas for each facility under review, model the stormwater flows tributary to the subject facilities, assess their condition, and deliver a memo summarizing the work under this task that includes any differences between the results and previous assumptions from existing documents

Assumptions

- There will be one deliverable for all work in Task 2 (Existing Conditions Technical Memo)

Task 2.1 – Facility Design Review & Basin Delineation

Herrera will review the design documents for the subject facilities and then delineate the tributary areas in GIS using LiDAR contours and County provided GIS stormwater conveyance network. Then Herrera will ground truth and finalize the tributary basin delineations and produce tributary basin maps and tables of land cover for each facility.

Assumptions

- County will provide the design documents for the subject facilities and GIS data for the project areas.

Task 2.2 – Hydrologic Modeling

Herrera will perform hydrologic modeling for the subject facilities based on the basin delineations prepared to determine the expected flow regime for each facility.

Assumptions

- Modelling will be performed in either WWHM or MGS Flood

Task 2.3 – Facility Condition and Functionality Assessment

Herrera will attend a ½ day site walk with county staff (engineering, maintenance) to review the condition of the facilities, identify potential sources of degradation (e.g. excessive sediment inputs), note significant changes between the as-built condition and design, and to gather institutional knowledge about the facilities from County staff. Herrera may perform targeted media sampling and infiltration testing (Core samples, sediment depth, or cursory infiltration tests) as part of its condition assessment after the site walk. Herrera may conduct additional condition assessments as needed after the initial site walk.

Assumptions

- County maintenance staff with historic and institutional knowledge about the swales will attend the facility inspection & site walk

Task 2.4 – Existing Conditions Technical Memo & Workplan

Herrera will analyze the existing conditions information collected, identify data gaps, and discuss findings with the County. Then Herrera will prepare a technical memo summarizing all the information collected and analysis performed in Task 2. The memo will include a specific workplan for tasks 3 & 4 based on the results of the analysis and discussions with the County.

The anticipated scope of this memo is:

1. Summary of system designs
 - a. Describe the existing conditions of the facilities vs. the design plans (i.e. ponding depths, by-pass piping, and other changes since construction)
 - b. The anticipated phosphorus loading for impervious, lawn, and forested surfaces derived from the Lake Whatcom TMDL, by others.
 - c. Original expected performance per the original design reports provided by the County and a review of the guidance in the 2005 Stormwater Management manual for Western Washington.
 - d. Current understanding of performance of these systems based on assumed performance per 2014 and/or 2005 Stormwater Management manual for Western Washington and recent additional design guidance
2. Facility tributary area tabulations of land cover, soils & slopes in each basin
3. Modelling results and key assumption including assumed infiltration rates.
4. Preliminary findings & recommendations
5. Proposed work plan for Tasks 3 & 4

Assumptions

- The content of the memo may vary from the anticipated scope described above based on the results of the earlier work on this task and discussions with the County.

Deliverables

- Existing Conditions Technical Memorandum

TASK 3.0 – TESTING, MONITORING & ADDITIONAL ANALYSIS

Based on the results of the existing conditions assessment Herrera will perform additional analysis which may include flow monitoring, limited water quality sampling, additional media testing, additional hydrologic and hydraulic modelling, assessment of groundwater conditions, hydrologic model calibration, or development of conceptual designs to improve the performance of the facilities.

All work under this task will be summarized in a testing, monitoring, and additional analysis technical memorandum.

Assumptions

- Specific subtasks will be developed in concert with the County staff prior to beginning work under the Testing, Monitoring, and Additional Analysis Task .
- Given the size of the study area as well as the number and diversity of swale installations, flow and water quality monitoring, media testing, and groundwater assessments will be limited to a few strategic locations.
- All monitoring efforts will be at the basic screening level and provide data adequate to assist with qualitative assessments and prioritized interventions; however, best professional judgement will be necessary to bridge data gaps for final recommendations.
- The hours per person in the attached budget template are intended to describe the anticipated level of effort but it is understood that the hours and costs shown in this task may be reallocated to perform the tasks requested by the County.

Deliverables

- Testing, Monitoring, and Additional Analysis Technical Memorandum

TASK 4.0 – FACILITY PERFORMANCE IMPROVEMENT OPTIONS

Herrera will synthesize the data collected and analyses performed as part of this project into a tiered set of recommendations to improve the performance of the subject facilities. These recommendations may include operational changes, maintenance needs, and conceptual designs for capital construction projects. The goal for the recommendations is to prioritize interventions for the subject facilities to improve water quality function targeted at Phosphorus removal.

It is anticipated that the recommendations will be organized into three performance tiers:

- Tier 1 –Basic functionality
- Tier 2 - Improved performance
- Tier 3 - Full compliance with TMDL targets for removal of Phosphorus

Assumptions

- The analysis will present the recommendations in terms of the cost of the intervention vs. the phosphorus removal performance. These results may be qualitative or quantitative depending on the nature and extent of work necessary under Task 3.
- The specific subtasks to be performed under this Facility Performance Improvement Options Task will be developed in concert with the County staff prior to undertaking the work for this task.
- The hours per person in the attached budget template are intended to describe the anticipated level of effort but it is understood that the hours and costs shown in this task may be reallocated to perform the tasks requested by the County .

Deliverables

- Technical memo of recommendations to improve the performance of the subject facilities

Herrera Environmental Consultants

EXHIBIT "B" (COMPENSATION)

Cost Estimate for Comprehensive Bioswale Evaluation Project Herrera Proposal or Project No. P18-06973-000

Project Name: Comprehensive Bioswale Evaluation Project										
Number of Tasks: 4										
COST SUMMARY										
Labor										
Travel and per diem										
Other direct costs (ODCs)										
Analytical laboratory										
GRAND TOTAL										
COST ITEMIZATION										
Labor										
Personnel		2019 Rate/Hour	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost
Leith, John	Scientist VI	\$256.89	0	\$0	4	\$1,027	2	\$513	5	\$1,540
Annam, Dylan	Engineer V	\$240.82	0	\$0	0	\$0	4	\$963	2	\$482
Webb, Chris	Scientist V	\$239.47	20	\$4,789	32	\$7,653	12	\$2,874	40	\$9,579
Hinman, Curtis	Scientist V	\$197.96	0	\$0	16	\$3,167	80	\$11,878	8	\$1,584
Schmidt, Jennifer	GIS Analyst V	\$173.70	0	\$0	8	\$1,390	0	\$0	0	\$0
Mitchell, Colleen	Engineer IV	\$167.68	0	\$0	8	\$1,341	0	\$0	0	\$0
Schauer, Neil	Engineer II	\$139.77	0	\$0	80	\$11,182	8	\$1,118	16	\$2,283
Geigel, Joseph	GIS Analyst II	\$106.26	0	\$0	16	\$1,700	0	\$0	0	\$0
Mullen, Meghan	Engineer I	\$115.68	0	\$0	32	\$3,702	0	\$0	0	\$0
Raposa, Danielle	Scientist I	\$85.01	0	\$0	0	\$0	90	\$7,651	8	\$580
Rudnick, Tracy	Accounting Administrator III	\$112.71	8	\$902	0	\$0	0	\$0	0	\$0
Jackowich, Pam	Administrative Coordinator IV	\$117.03	0	\$0	8	\$936	6	\$702	8	\$936
SUBTOTAL LABOR (Burdened Labor)										
TRAVEL AND PER DIEM COSTS										
Auto Use		Unit	Cost	Units	Cost	Units	Cost	Units	Cost	Cost
		Mile	\$0.58	0	\$0.00	50	\$29.00	50	\$29.00	\$58
SUBTOTAL TRAVEL AND PER DIEM										
OTHER DIRECT COSTS (ODCs)										
Field Equipment and Supplies		Unit	Cost	Units	Cost	Units	Cost	Units	Cost	Cost
Confined space tripod & winch		Day	\$75	0	\$0.00	0	\$0.00	4	\$300.00	\$300
Flow meter/data logger (Flow-ble 3)		Day	\$50	0	\$0.00	0	\$0.00	30	\$1,500.00	\$1,500
Gas detector (Verity MX4)		Day	\$75	0	\$0.00	0	\$0.00	4	\$300.00	\$300
Miscellaneous field supplies (lump sum)			\$500	0	\$0.00	0	\$0.00	1	\$500.00	\$500
SUBTOTAL ODCs										
ANALYTICAL LABORATORY COSTS										
Allowance for Analytical Laboratory		Unit	Cost	Units	Cost	Units	Cost	Units	Cost	Cost
			\$5,000	0	\$0.00	0	\$0.00	1	\$5,000.00	\$5,000
SUBTOTAL LABORATORY										
BUDGET NARRATIVE										

Budget Narrative

Contract amounts shall not exceed the total budget referenced above. As consideration for services provided in Exhibit A, Scope of Work, the County agrees to compensate the contractor according to the hourly rates provided in the project budget (Exhibit B). Other reasonable expenses incurred in the course of performing the duties herein shall be reimbursed, including mileage at the current IRS rate. Lodging and per diem shall not exceed the GSA rate for the location where services are provided. Other expenditures such as printing, postage, and telephone charges shall be reimbursed at actual cost plus 10%. Expense reimbursement requests must be accompanied by copies of paid invoices. Any work performed prior to the effective date or continuing after the completion date of the contract, unless otherwise agreed upon in writing, will be at the contractor's expense.

Contract for Services Agreement
Herrera Environmental Consultants



Whatcom County

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

Agenda Bill Master Report

File Number: AB2019-290

File ID:	AB2019-290	Version:	1	Status:	Agenda Ready
File Created:	05/07/2019	Entered by:	SMock@co.whatcom.wa.us		
Department:	Public Works Department	File Type:	Contract		

First Assigned to: Council Finance and Administrative Services Committee

Agenda Date:	05/21/2019	Next Mtg. Date:	Hearing Date:
---------------------	------------	------------------------	----------------------

Primary Contact Email: sdraper@co.whatcom.wa.us <<mailto:sdraper@co.whatcom.wa.us>>

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into an agreement between Whatcom County and the County Road Administrative Board in order to receive Rural Arterial Preservation grant funding for the Birch Bay/Lynden Road Pavement Rehabilitation project, Enterprise Road to Rathbone Road, in the amount of \$165,000

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See Attached Memo

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
--------------	---------------------	----------------	-----------------

Attachments: Memo, Contract

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 Whatcom County Council

Through: Jon Hutchings, Director *JH*

From: Joseph P. Rutan, P.E., County Engineer/Assistant Director *JPR FOR JOE RUTAN*
James P. Karcher, P.E., Engineering Manager *QPK*

Date: May 7, 2019

Re: Birch Bay/Lynden Road Pavement Rehabilitation, Enterprise Road to
Rathbone Road; CRP No. 919018
Rural Arterial Program (RAP) Funding Contract

Enclosed for your review and signature are three (3) originals of a contract between the County Road Administration Board (CRAB) and Whatcom County.

Requested Action

Public Works respectfully requests that the County Council authorize the County Executive to enter into an agreement with CRAB in order to receive RAP grant funding for the Birch Bay/Lynden Road Pavement Rehabilitation project.

Please return **all three (3)** originals of the RAP Agreements to our office for further processing. We will return one (1) fully executed original to you once they are signed by CRAB.

Project Background

This agreement allows Rural Arterial Trust Account (RATA) funds to be used for the design and construction of the Birch Bay/Lynden Road Pavement Rehabilitation project (from Enterprise Road to Rathbone Road).

Funding Amount and Source

Whatcom County has been awarded **\$165,000** in RATA funds for this project. Total anticipated project costs (design and construction) will be approximately **\$750,000** resulting in a local contribution of approximately **\$585,000** coming from the Road Fund. This project is listed under Item No. 38, Unanticipated Site Improvements, in the 2019 Annual Construction Program.

Please contact Cody Swan at extension 6265 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:	Washington State - County Road Administration Board
Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input type="radio"/> No <input checked="" type="radio"/> Yes <input checked="" type="radio"/> No <input type="radio"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____	
Does contract require Council Approval? Yes <input checked="" type="radio"/> No <input type="radio"/> 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 <input checked="" type="radio"/> No <input type="radio"/> If yes, grantor agency contract number(s): RAP 3719-02 CFDA#: _____	
Is this contract grant funded? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, Whatcom County grant contract number(s): _____	
Is this contract the result of a RFP or Bid process? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, RFP and Bid number(s): _____ Contract Cost Center: _____	
Is this agreement excluded from E-Verify? No <input type="radio"/> Yes <input checked="" type="radio"/> 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 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 checked="" 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): \$ 165,000.00 (RATA Funds)	Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when: 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance. 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
This Amendment Amount: \$ n/a	
Total Amended Amount: \$ 165,000.00	
Summary of Scope:	
Whatcom County has been awarded \$165,000 in Rural Arterial Trust Account (RATA) Funds by the Washington State County Road Administration Board through a grant from the Rural Arterial Program. Whatcom County will utilize these funds for the pavement rehabilitation of Birch Bay/Lynden Road between Enterprise Road to Rathbone Road, a distance of approximately 2.03 miles in length.	
Term of Contract: Completion of Contract Requirements Expiration Date: September 2023	

Contract Routing:	1. Prepared by: <u>Jim Karcher</u> Date: <u>05/07/2019</u> 2. Attorney signoff: <u>Christopher Quinn</u> Date: <u>5/7/2019</u> 3. AS Finance reviewed: <u>bbennett</u> Date: <u>05/07/19</u> 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: _____
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STATE OF WASHINGTON - COUNTY ROAD ADMINISTRATION BOARD

**RURAL ARTERIAL PROGRAM
PROJECT AGREEMENT FOR CONSTRUCTION PROPOSAL**

Submitting County:
Whatcom

Project Number: 3719-02

Date Approved: 04/25/2019

AUTHORIZED RATA FUNDS: \$165,000

Road	Road Name(s)	BMP(s)	EMP(s)	Segment #
21580	Birch Bay Lynden Road	7.920	9.950	1

The State of Washington County Road Administration Board (CRABoard) and Whatcom County (County) mutually agree as follows:

- (1) The funds hereby authorized are for completion of the proposed project as defined by chapter 36.79 RCW Roads and bridges — rural arterial program.
- (2) The County is in compliance with the provisions of chapter 136-150 WAC regarding eligibility for Rural Arterial Trust Account (RATA) funds. If the County is found not to be in compliance with these provisions, such non compliance may be cause for the CRABoard to withdraw or deny the Certificate of Good Practice of the County and require pay back of any RATA funds that have been paid to the County for this project.
- (3) If the project is reconstruction, the County shall gain approval from WSDOT (chapter 43.32 RCW) for all deviations from the design standards listed in the Local Agency Guidelines prior to construction.
- (4) If the project is 3R (resurfacing restoration and rehabilitation), the County shall document its design considerations for the proposed improvements in keeping with 3R standards as listed in the Local Agency Guidelines.
- (5) The project shall be constructed in accordance with the information furnished to the CRABoard, and the plans and specifications prepared by the county engineer.
- (6) Phased construction methodology is permitted upon notification by the county engineer of the phasing plan as authorized under WAC 136-170-030. Failure by the county to notify the CRABoard of phasing plan at least 15 days prior to commencement of construction may result in withdrawal of funding by the CRABoard and county forfeiture of all RATA funds expended.
- (7) The County shall notify the CRABoard when a contract has been awarded and/or when construction has started, and when the project has been completed.
- (8) The County shall reimburse the RATA in the event a project post audit reveals improper expenditure of RATA funds.
- (9) Costs of the project which exceed the amount of RATA funds authorized by the CRABoard, set forth above, and the required matching funds and other funds represented by the county to be committed to the project, shall be paid by the County as necessary to complete the project as submitted to the CRABoard.

(10) Matching funds and other funds represented to be committed to the project shall be available as necessary to implement the projected development of the project as set forth in the construction proposal prospectus.

(11) The CRABoard hereby agrees to reimburse the county from RATA funds allocated, and not otherwise, for its reimbursable costs not to exceed the amount above specified.

(12) The CRABoard will reimburse costs incurred by the County based on project progress as certified by the county engineer within the CRABoard's RAP Online project management application by monthly progress payment vouchers received and approved on individual projects in the order in which they are received in the CRABoard office, subject to the availability of RATA funds apportioned to the region. Such obligation to reimburse RATA funds extends only to project costs incurred after the date of project approval by the CRABoard.

(13) Either the CRABoard or the County may request changes to the provisions contained in this agreement. Such changes shall be mutually agreed upon and incorporated by written amendment to this agreement. No variation or alteration of the terms of this agreement shall be valid unless made in writing and signed by authorized representatives of the CRABoard or the County hereto.

(14) During the term of this agreement and for a period not less than six (6) years from the date of final payment by the CRABoard, the records and accounts pertaining to this agreement are to be kept available for inspection and audit and copies of all records, accounts, documents, or other data pertaining to the agreement will be furnished upon request. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until said litigation, claim, or audit finding has been resolved even though such litigation, claim, or audit continues past the six year retention period.

IN CONSIDERATION of the allocation by the CRABoard RATA funds to the project in the amount set out above, the County hereby agrees that as condition precedent to payment of any RATA funds allocated at any time to the above referenced project, it accepts and will comply with the terms of this agreement, including the terms and conditions set forth in Chapter 49, Laws of 1983, 1st Ex. Sess. (chapter 36.79 RCW); the applicable rules of Title 136 WAC and all representations made to the CRABoard upon which the fund allocation was based; all of which are familiar to and within the knowledge of the county and are incorporated herein and made a part of this agreement, although not attached.

This agreement supersedes all prior agreements issued using the project number listed above and shall be valid and binding only if it is signed and returned to the CRABoard office within 45 days of its mailing by the CRABoard.

COUNTY ROAD ADMINISTRATION BOARD:

By: _____


Date: _____

WHATCOM COUNTY:

By: _____

Date: _____

Approved as to form:

 5/9/19
Christopher Quinn Date
Senior Civil Deputy Prosecuting Attorney

Birch Bay Lynden Rd, Enterprise Rd. to Rathbone Rd. Pavement Rehabilitation CRP # 919018

Construction Funding Year(s): TBD

Project Narrative:

This Birch Bay Lynden Road project is located between Enterprise Road and Rathbone Road in Sections 27 & 28 of T40N, R2E. The work will involve the pavement rehabilitation of approximately 2 miles of roadway. This project is listed #R30 on the 2019-2024 Six-Year Transportation Improvement Program.

Project Status: Project submitted for Rural Arterial Program (RAP) grant funds.

Total Estimated Project Cost: \$165,000

Expenditures to Date: \$0

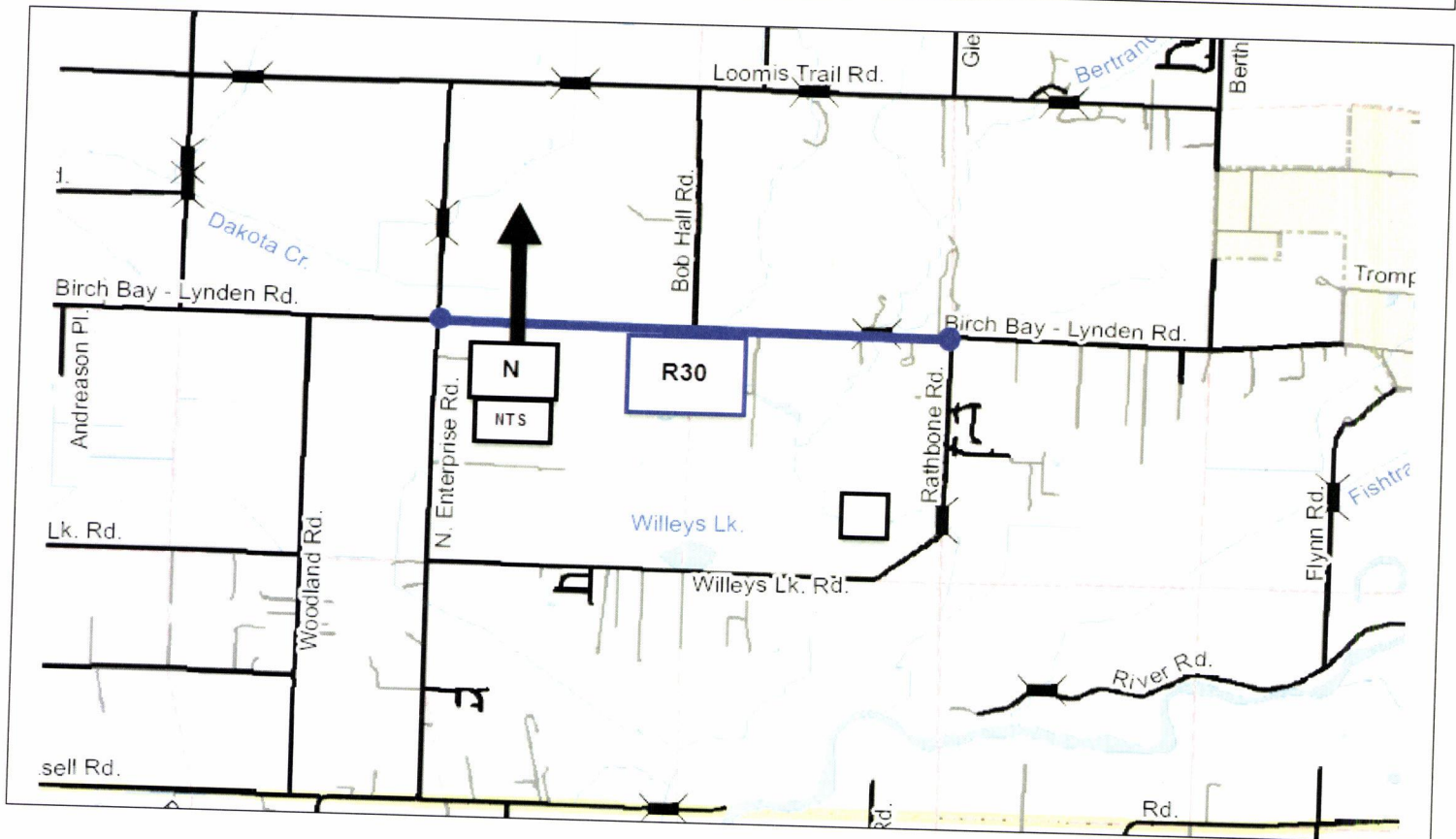
Funding Sources:

Federal	\$0
State	\$165,000
Local	\$585,000

Environmental Permitting	SEPA
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Right-of-Way Acquisition (Estimate)	N/A
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County Forces (Estimate)	N/A
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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: AB2019-291

File ID:	AB2019-291	Version:	1	Status:	Agenda Ready
File Created:	05/07/2019	Entered by:	SMock@co.whatcom.wa.us		
Department:	Public Works Department	File Type:	Contract		

First Assigned to: Council Finance and Administrative Services Committee

Agenda Date:	05/21/2019	Next Mtg. Date:	Hearing Date:
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Primary Contact Email: sdraper@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into an agreement between Whatcom County and the County Road Administrative Board in order to receive Rural Arterial Preservation grant funding for the East Smith Road Pavement Rehabilitation project, Hannegan Road to Everson-Goshen Road, in the amount of \$1,035,000

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See Attached Memo

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Memo, Contract

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 Whatcom County Council

Through: Jon Hutchings, Director/ *JH*

From: Joseph P. Rutan, P.E., County Engineer/Assistant Director *JPR*
James P. Karcher, P.E., Engineering Manager *gpk*

Date: May 7, 2019

Re: East Smith Road Pavement Rehabilitation, Hannegan Road to Everson-Goshen
Road; CRP No. 918018
Rural Arterial Program (RAP) Funding Contract

Enclosed for your review and signature are three (3) originals of a contract between the County Road Administration Board (CRAB) and Whatcom County.

Requested Action

Public Works respectfully requests that the County Council authorize the County Executive to enter into an agreement with CRAB in order to receive RAP grant funding for the East Smith Road Pavement Rehabilitation project.

Please return **all three (3)** originals of the RAP Agreements to our office for further processing. We will return one (1) fully executed original to you once they are signed by CRAB.

Project Background

This agreement allows Rural Arterial Trust Account (RATA) funds to be used for the design and construction of the East Smith Road Pavement Rehabilitation project (from Hannegan Road to Everson-Goshen Road).

Funding Amount and Source

Whatcom County has been awarded **\$1,035,000** in RATA funds for this project. Total anticipated project costs (design and construction) will be approximately **\$1,150,000** resulting in a local contribution of approximately **\$115,000** coming from the Road Fund. This project is listed under Item No. 38, Unanticipated Site Improvements, in the 2019 Annual Construction Program.

Please contact Cody Swan at extension 6265 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:	Washington State - County Road Administration Board
Is this a New Contract? Yes <input checked="" type="radio"/> No <input type="radio"/> If not, is this an Amendment or Renewal to an Existing Contract? Yes <input type="radio"/> No <input checked="" type="radio"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____	
Does contract require Council Approval? Yes <input checked="" type="radio"/> No <input type="radio"/> 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 <input checked="" type="radio"/> No <input type="radio"/> If yes, grantor agency contract number(s): RAP 3719-01 CFDA#: _____	
Is this contract grant funded? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, Whatcom County grant contract number(s): _____	
Is this contract the result of a RFP or Bid process? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, RFP and Bid number(s): _____ Contract Cost Center: _____	
Is this agreement excluded from E-Verify? No <input type="radio"/> Yes <input checked="" type="radio"/> 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). <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): \$ 1,035,000.00 (RATA Funds) This Amendment Amount: \$ n/a Total Amended Amount: \$ 1,035,000.00	Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when : 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance. 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
Summary of Scope:	
Whatcom County has been awarded \$1,035,000 in Rural Arterial Trust Account (RATA) Funds by the Washington State County Road Administration Board through a grant from the Rural Arterial Program. Whatcom County will utilize these funds for the pavement rehabilitation of East Smith Road between Hannegan Road to Everson-Goshen Road, a distance of approximately 3.02 miles in length.	
Term of Contract: Completion of Contract Requirements	Expiration Date: September 2023

Contract Routing:	1. Prepared by: Jim Karcher	Date: 05/07/2019
	2. Attorney signoff: Christopher Quinn	Date: 05/07/2019
	3. AS Finance reviewed: bbennett	Date: 05/07/19
	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:

STATE OF WASHINGTON - COUNTY ROAD ADMINISTRATION BOARD

**RURAL ARTERIAL PROGRAM
PROJECT AGREEMENT FOR CONSTRUCTION PROPOSAL**

Submitting County:
Whatcom

Project Number: 3719-01

Date Approved: 04/25/2019

AUTHORIZED RATA FUNDS: \$1,035,000

Road	Road Name(s)	BMP(s)	EMP(s)	Segment #
55080	East Smith Road	1.960	4.980	1

The State of Washington County Road Administration Board (CRABoard) and Whatcom County (County) mutually agree as follows:

- (1) The funds hereby authorized are for completion of the proposed project as defined by chapter 36.79 RCW Roads and bridges — rural arterial program.
- (2) The County is in compliance with the provisions of chapter 136-150 WAC regarding eligibility for Rural Arterial Trust Account (RATA) funds. If the County is found not to be in compliance with these provisions, such non compliance may be cause for the CRABoard to withdraw or deny the Certificate of Good Practice of the County and require pay back of any RATA funds that have been paid to the County for this project.
- (3) If the project is reconstruction, the County shall gain approval from WSDOT (chapter 43.32 RCW) for all deviations from the design standards listed in the Local Agency Guidelines prior to construction.
- (4) If the project is 3R (resurfacing restoration and rehabilitation), the County shall document its design considerations for the proposed improvements in keeping with 3R standards as listed in the Local Agency Guidelines.
- (5) The project shall be constructed in accordance with the information furnished to the CRABoard, and the plans and specifications prepared by the county engineer.
- (6) Phased construction methodology is permitted upon notification by the county engineer of the phasing plan as authorized under WAC 136-170-030. Failure by the county to notify the CRABoard of phasing plan at least 15 days prior to commencement of construction may result in withdrawal of funding by the CRABoard and county forfeiture of all RATA funds expended.
- (7) The County shall notify the CRABoard when a contract has been awarded and/or when construction has started, and when the project has been completed.
- (8) The County shall reimburse the RATA in the event a project post audit reveals improper expenditure of RATA funds.
- (9) Costs of the project which exceed the amount of RATA funds authorized by the CRABoard, set forth above, and the required matching funds and other funds represented by the county to be committed to the project, shall be paid by the County as necessary to complete the project as submitted to the CRABoard.

(10) Matching funds and other funds represented to be committed to the project shall be available as necessary to implement the projected development of the project as set forth in the construction proposal prospectus.

(11) The CRABoard hereby agrees to reimburse the county from RATA funds allocated, and not otherwise, for its reimbursable costs not to exceed the amount above specified.

(12) The CRABoard will reimburse costs incurred by the County based on project progress as certified by the county engineer within the CRABoard's RAP Online project management application by monthly progress payment vouchers received and approved on individual projects in the order in which they are received in the CRABoard office, subject to the availability of RATA funds apportioned to the region. Such obligation to reimburse RATA funds extends only to project costs incurred after the date of project approval by the CRABoard.

(13) Either the CRABoard or the County may request changes to the provisions contained in this agreement. Such changes shall be mutually agreed upon and incorporated by written amendment to this agreement. No variation or alteration of the terms of this agreement shall be valid unless made in writing and signed by authorized representatives of the CRABoard or the County hereto.

(14) During the term of this agreement and for a period not less than six (6) years from the date of final payment by the CRABoard, the records and accounts pertaining to this agreement are to be kept available for inspection and audit and copies of all records, accounts, documents, or other data pertaining to the agreement will be furnished upon request. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until said litigation, claim, or audit finding has been resolved even though such litigation, claim, or audit continues past the six year retention period.

IN CONSIDERATION of the allocation by the CRABoard RATA funds to the project in the amount set out above, the County hereby agrees that as condition precedent to payment of any RATA funds allocated at any time to the above referenced project, it accepts and will comply with the terms of this agreement, including the terms and conditions set forth in Chapter 49, Laws of 1983, 1st Ex. Sess. (chapter 36.79 RCW); the applicable rules of Title 136 WAC and all representations made to the CRABoard upon which the fund allocation was based; all of which are familiar to and within the knowledge of the county and are incorporated herein and made a part of this agreement, although not attached.

This agreement supersedes all prior agreements issued using the project number listed above and shall be valid and binding only if it is signed and returned to the CRABoard office within 45 days of its mailing by the CRABoard.

COUNTY ROAD ADMINISTRATION BOARD:

By: _____

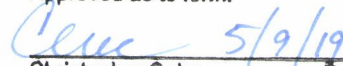
Date: _____

WHATCOM COUNTY:

By: _____

Date: _____

Approved as to form:

 5/9/19
Christopher Quinn Date
Senior Civil Deputy Prosecuting Attorney

E. Smith Rd., Hannegan Rd. to Everson Goshen Rd. Pavement Rehabilitation CRP # 918018

Construction Funding Year(s): TBD

Project Narrative:

This East Smith Road project is located between Hannegan Road and Everson-Goshen Road in Sections 26, 27, 28 of T39N, R3E. The work will involve the pavement rehabilitation of approximately 3 miles of roadway. This project is listed **#R29** on the 2019-2024 Six-Year Transportation Improvement Program.

Project Status: Project submitted for Rural Arterial Program (RAP) grant funds.

Total Estimated Project Cost: \$1,150,000

Expenditures to Date: \$0

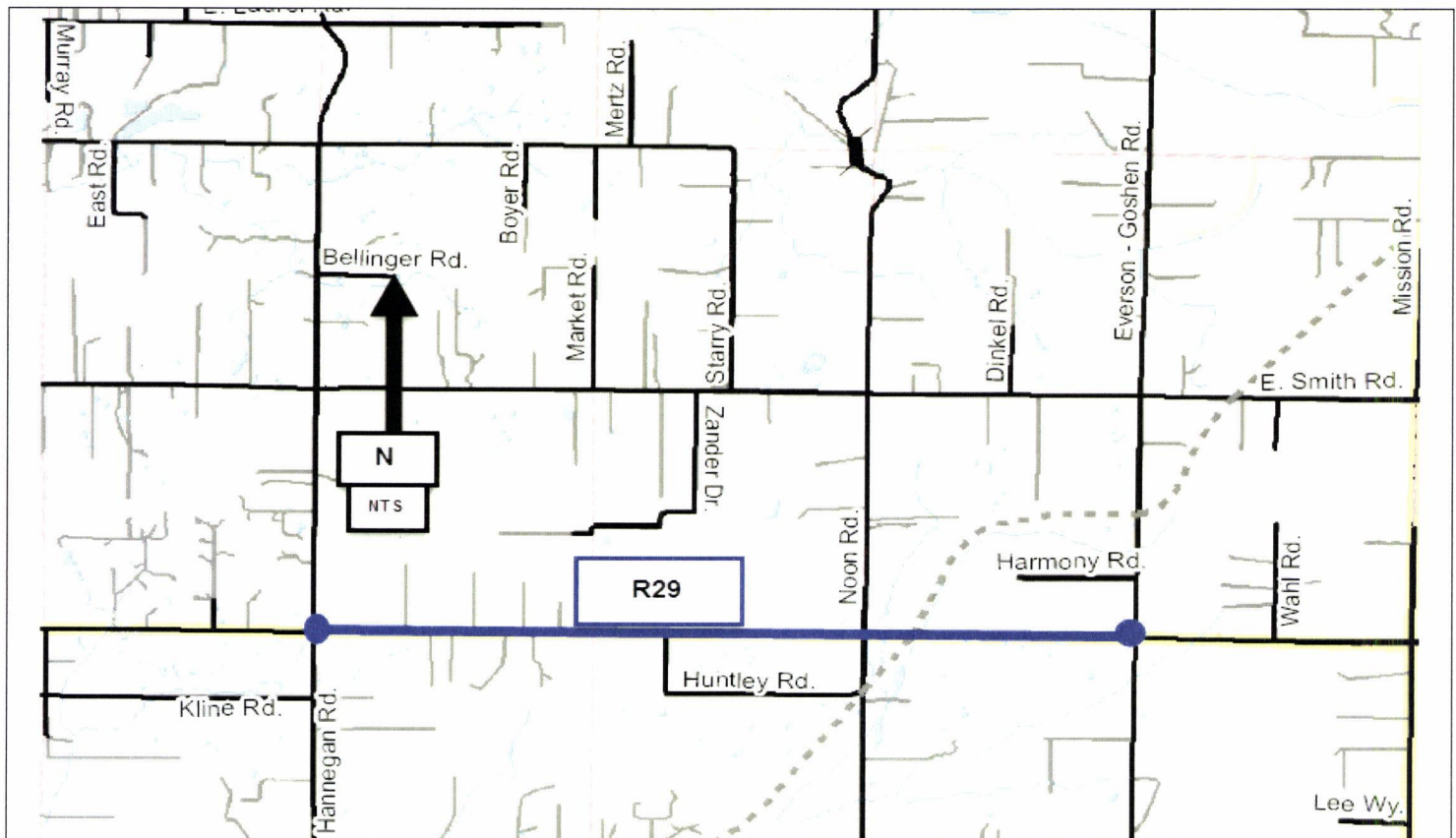
Funding Sources:

Federal	\$0
State	\$1,035,000
Local	\$115,000

Environmental Permitting SEPA

Right-of-Way Acquisition (Estimate) N/A

County Forces (Estimate) N/A





Whatcom County

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

Agenda Bill Master Report

File Number: AB2019-298

File ID:	AB2019-298	Version:	1	Status:	Agenda Ready
File Created:	05/10/2019	Entered by:	NKallunk@co.whatcom.wa.us		
Department:	Human Resources Division	File Type:	Contract		

First Assigned to: Council Finance and Administrative Services Committee

Agenda Date:	05/21/2019	Next Mtg. Date:		Hearing Date:	
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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 Professional and Technical Employees, Local 17

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Implements a two-year successor agreement to the one that expired December 31, 2018 for employees represented by Professional and Technical Employees, Local 17. Please refer to Staff Memo for background and more information

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Contract Information Sheet LOCAL 17, Memo to Council 5.21.19 LOCAL 17, 2019-2020 Local 17 FINAL

Final Action:
Enactment Date:
Enactment #:

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No. _____


Originating Department: _____	
Division/Program: <i>(i.e. Dept. Division and Program)</i> _____	
Contract or Grant Administrator: _____	
Contractor's / Agency Name: _____	
<p>Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes No</p> <p>Yes No If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____</p> <p>Does contract require Council Approval? Yes No 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?</p> <p>Yes No If yes, grantor agency contract number(s): _____ CFDA#: _____</p> <p>Is this contract grant funded?</p> <p>Yes No If yes, Whatcom County grant contract number(s): _____</p> <p>Is this contract the result of a RFP or Bid process? Contract</p> <p>Yes No If yes, RFP and Bid number(s): _____ Cost Center: _____</p> <p>Is this agreement excluded from E-Verify? No Yes If no, include Attachment D Contractor Declaration form.</p> <p>If YES, indicate exclusion(s) below:</p> <p><input type="checkbox"/> Professional services agreement for certified/licensed professional.</p> <p><input type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract for Commercial off the shelf items (COTS).</p> <p><input type="checkbox"/> Contract work is for less than 120 days. <input type="checkbox"/> Work related subcontract less than \$25,000.</p> <p><input type="checkbox"/> Interlocal Agreement (between Governments). <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.</p>	
<p>Contract Amount:(sum of original contract amount and any prior amendments):</p> <p>\$ _____</p> <p>This Amendment Amount:</p> <p>\$ _____</p> <p>Total Amended Amount:</p> <p>\$ _____</p>	<p>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:</p> <ol style="list-style-type: none"> 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.
Summary of Scope: _____	
Term of Contract: _____	
Expiration Date: _____	

Contract Routing:	1. Prepared by: _____ 2. Attorney signoff: _____ 3. AS Finance reviewed: _____ 4. IT reviewed (if IT related): _____ 5. Contractor signed: _____ 6. Submitted to Exec.: _____ 7. Council approved (if necessary): _____ 8. Executive signed: _____ 9. Original to Council: _____	Date: _____ Date: _____ Date: _____ Date: _____ Date: _____ Date: _____ Date: _____ Date: _____ Date: _____
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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: May 21, 2019

SUBJECT: Professional & Technical Employees, Local 17 2019-2020 Collective Bargaining Agreement

The County's bargaining team completed negotiations for a successor agreement to the 2017-2018 collective bargaining agreement for employees represented by the Professional and Technical Employees Union, Local 17. The successor agreement represents 19 employees in Environmental Health and one employee in Community Health.

The bargaining team met for seven all-day bargaining sessions and two all-day mediation sessions. Bargaining unit members rejected the County's initial proposal offered on February 15, 2019 as well as the mediated proposal offered on April 26, 2019. Recognizing that no further progress was possible, bargaining unit members reconsidered the mediated proposal. On May 1, 2019 it was voted again and unanimously accepted. The settlement is consistent with the other bargaining units except for the provision that wage increases are retroactive.

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	May 21, 2019 through December 31, 2020
COMPENSATION	Effective <u>June 3, 2019</u> +2.5% First pay period January 2020 +2.0% First pay period July 2020 +1.0% Small increase in percent change between longevity steps 9 through 15.
NUMBER OF MEMBERS	20
HEALTH AND WELFARE PAID FAMILY AND MEDICAL LEAVE SICK LEAVE	Same as for other groups.
HOURS OF WORK AND OVERTIME	Part-time employees receive daily overtime if they work outside their scheduled work day. Part-time employees assigned to work on the weekend receive overtime only after they have worked 40 hours in the work week.

**COLLECTIVE BARGAINING AGREEMENT
By and Between
WHATCOM COUNTY**

and

PROFESSIONAL AND TECHNICAL EMPLOYEES, LOCAL 17

May 21, 2019 – December 31, 2020

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

PREAMBLE

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

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

ARTICLE 1 - RECOGNITION

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

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

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

ARTICLE 2 - UNION SECURITY

Section 2.1 Dues. 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 pay period following receipt of the authorization

form. The County shall submit the dues to the address and name provided by the Union.

Section 2.2 Indemnification of County. The Union and all bargaining unit employees agree to indemnify and hold harmless the County from any and all liability resulting from such deductions.

Section 2.3 New Bargaining Unit Members. The County will provide Union representatives reasonable access to new employees during the work time for up to thirty (30) minutes within ninety (90) days of hire for the purpose of presenting Union membership information.

Section 2.4 Revocation. An employee may revoke his or her authorization for payroll deduction of payments to the Union by written notice to the Union and the County. The payroll deduction will end the pay period following County's receipt of the employee's written notice.

Section 2.5. New Hire Notice to Union. The County agrees to notify the Union biweekly of new hires. Notification will be in writing and will include the name, address, date of hire, classification, work location and phone number.

ARTICLE 3 - MANAGEMENT RIGHTS

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

ARTICLE 4 - HOURS OF WORK AND OVERTIME

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

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

Section 4.2 Part Time Schedules. Full-time employees may request to work a 0.9 or .95 FTE part-time schedule. Part-time schedules will be mutually agreed to between the employee and the Director in writing. In the administration of this section, employees choosing

to change their FTE as permitted must notify the Director no later than July 1 effective the following January. Any employee currently on a part-time schedule may revert back to a full-time schedule the first pay period following the date of adoption.

Section 4.2.1 Schedule Requirement. Employees working less than a full time schedule shall schedule no more than forty (40) hours in each work week.

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

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

Section 4.4.1 Overtime for Employees Working Less than 1.0 FTE. Part-time employees shall be paid at the overtime rate as follows:

- (1) The employee is 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
- (2) The employee has worked in excess of forty (40) hours during the workweek.

Overtime will not be paid twice for the same hours worked. Hours that have been counted as daily overtime will be used to calculate the 40-hour weekly threshold.

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

Section 4.6 Flex Time. Upon employee request for a change of workday or workweek

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

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

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

Section 4.9 Alternative Schedules for Full-Time Employees. An Alternative Schedule may be established for full-time employees by written mutual agreement between the Director or designee and an employee with the concurrence of the Executive or his or her designee. Absent such an agreement, section 4.1 shall apply. An employee may fill out an Alternative Work Schedule Request Form (Addendum C) which, when approved by the Director or designee, establishes the employee’s schedule and work week. Alternative Schedules shall not impede service to the public nor increase costs to the department as determined by the Director.

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

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

Section 4.10 Emergency Call-Backs. Emergency call-backs will be compensated at a minimum of two (2) hours to be compensated at time and one-half (1½). When an employee is recalled to work from vacation, the employee shall be guaranteed a minimum of four (4) hours at time and one half (1 ½) and no deduction will be made from the employee's vacation balance for a day when the employee is recalled.

Section 4.10.1 Telephonic Response. Employees authorized by their department head or designee to telephonically respond to emergencies, and who do respond between the hours of 9:00 p.m. and 6:00 a.m. shall receive one (1) hour minimum pay per incident at the rate of time and one half (1½).

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

Section 4.12 Absence Due to Adverse Weather. Absence or tardiness 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. Flex time per Section 4.6,
- e. Leave without pay.

An employee has the option of taking leave without pay, instead of having the lost time charged against accruals, provided the departmental payroll clerk is notified before the payroll cutoff date.

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

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

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

c. Cashout. All compensatory time earned shall be cashed out each year in December in the last paycheck of the calendar year. The payment shall be calculated on the basis of the employee's regular hourly rate at the time payment is received. Upon termination of employment, an employee shall be paid for unused accrued compensatory time at the employee's current regular hourly rate.

ARTICLE 5 - HOLIDAYS

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

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

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

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

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

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

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

Section 5.4 Personal Holiday. Each employee shall receive one (1) personal holiday on January 1 each calendar year which may be taken by the employee when the schedule is approved by the County. The personal holiday must be taken during the calendar year awarded and cannot be cashed out upon separation. Employees who received a personal holiday on January 1 are not entitled to another personal holiday until January 1 of the following year.

Section 5.4.1 Personal Holiday for New Hires. New hires must have been on the County's payroll three (3) calendar months of 80 compensated hours prior to utilizing the personal holiday.

Section 5.4.2 Employees Working 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 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

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

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

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

During the Following Years of Service	Hours of Vacation
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

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

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

6.2.3 Annual Cash Out by Mutual Agreement. By mutual agreement between the employee, the department head and the Executive or designee, employees shall be

allowed to cash out up to forty (40) hours of vacation per year.

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

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

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

Section 6.5 Separation Cashout.

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

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

ARTICLE 7 – SICK LEAVE

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

Section 7.2 Accrual Rate. Sick leave shall accrue to all full-time and part-time employees 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.

Section 7.2.1 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 may be accrued in a year.

Section 7.2.2 Employees Working Less Than 1.0 FTE. Part-time employees accrue sick leave on a pro-rated basis in relation to their currently assigned, but no more than their budgeted full-time equivalency.

Section 7.2.3 Accrual During Paid Leaves. Sick leave shall continue to accrue during paid leaves of absence as long as eligibility criteria is met.

Section 7.2.4 Maximum Accrual & Additional Accrual An employee who has accrued nine hundred and sixty (960) hours of sick leave on December 31 of any year, shall be allowed to accrue up to one thousand and fifty-six (1,056) hours of sick leave during the year immediately subsequent. These additional hours of accrual may not be cashed out. The employee's total accrual reverts back to no more than nine hundred and sixty (960) hours at the end of the year.

Section 7.3 Sick Leave Usage. Employees may use accrued sick leave for absences due to illness (mental or physical), injury, or health condition and for preventive care for the employee or the employee's family members or for any other purpose provided by law. Sick leave may also be used for absences due to domestic violence, sexual assault or stalking (RCW 49.76.030) or when an employee whose exposure to contagious disease, as determined by the Health Office, would jeopardize the health of fellow workers or the public. New hires may begin using sick leave once accrued. The parties recognize it is in their mutual interest that sick leave benefits be used appropriately.

Section 7.3.1 Family Member. For purposes of this section, family member includes a spouse, a child, parent, parent-in-law, a registered domestic partner, a grandparent or grandchild or a sibling of the employee.

- 1) 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.
- 2) Parent includes biological, adoptive, de facto, foster parent, stepparent, or legal guardian or 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.

Section 7.3.2 Verification. For absences exceeding three consecutive work days, the County may request an employee to provide verification that the use of paid sick leave is for an authorized purpose. The employee must provide verification within ten (10) work days following the first day of leave, except for domestic violence leave.

Section 7.3.3 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.

Section 7.3.4 Return Rights From Leave of Absence. Employees on extended leave of absence because of illness or injury shall retain the right to return to their original position for a period of one (1) year from the last day for which they have received compensation. Any employee off due to illness or disability who returns to work will be credited for length of return time within the twelve (12) month limit if the employee must go back on disability for the same illness/injury. For example, an employee who is absent for two (2)

months due to a back injury, and who then returns to work for one (1) month, followed by another extended absence due to the same back injury, would have eleven (11) months in which to return to his or her original position under this section of the Agreement. However, if the second extended absence was due to a different condition, such as a heart attack, the employee would have twelve (12) months in which to return.

Section 7.3.5 On-The-Job Injury. An employee may use sick leave to offset loss of wages when he or she is injured on the job and is collecting time loss compensation.

Section 7.3.6 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.

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

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

ARTICLE 8 - BEREAVEMENT LEAVE

If an employee suffers a death in the immediate family, the employee shall be allowed not more than five (5) days (up to forty (40) hours) off without loss in pay for bereavement in the death of a spouse, state registered domestic partner, child or parent (including step), of the employee or spouse. An employee shall be allowed three (3) days off without loss of pay for other immediate family members. Other immediate family is defined to be: brothers, sisters, grandchildren or grandparents of either the employee or the employee's spouse, including step. In the event of a funeral or other memorial occurring as a result of the death of a current, lawful brother or sister-in-law, the affected employee may have up to eight (8) hours of paid time off to attend the funeral or memorial if not covered as other immediate family.

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

ARTICLE 9 - FAMILY AND MEDICAL LEAVE

Section 9.1 Family and Medical Leave. The County agrees to provide leave to any eligible employee covered by this Agreement, consistent with the state and federal law. Employees eligible for statutory leave may elect to use any combination of accrued paid leave and unpaid leave. Employees absent due to work-related injury may use paid leave accruals for the portion of pay not provided through time loss.

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

Section 9.2 Additional Maternity Leave. Additional leave, without pay, may be granted up to a total of six (6) months at the discretion of and with prior approval of the County. Normally, no extension beyond six (6) months will be granted; however, under extraordinary circumstances, up to an additional six (6) months may be granted at the discretion of the County. If leave under this provision qualifies as leave under any federal or state statutes, the period of leave shall be counted concurrently.

Section 9.3 Physician Certifications. The County may require physician certifications of the nature and duration of an employee's absence from work. The County may also require recertifications, second opinions, periodic progress reports, certification of an employee's ability to return to work, and/or an employee's ability to continue the full performance of the employee's duties.

Section 9.4 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.

Section 9.5 Statutory Change. In the event any of the foregoing statutes should be amended or eliminated, either party can open this article for negotiations.

ARTICLE 10 - LEAVES OF ABSENCE

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

Section 10.2 Military Leave. Compensation, benefits and re-employment rights before, after, and during military leave shall be as outlined in state law, USERRA and County

policy. Employees must immediately notify his or her supervisor and Human Resources upon notice or receipt of orders requiring an employee to be absent from their job. Annual military leave with pay will be for a period not exceeding twenty-one (21) days per year, beginning October 1 and ending the following September 30, unless revised by law.

Section 10.3 Other Leaves of Absence. Any employee may be granted leave of absence without pay for a period of six (6) months at the discretion of and with prior written approval of the County. Under special circumstances, the period may be extended an additional six (6) months at the discretion of the County. No leave of absence shall be taken unless the Employee has first expended compensatory time, accumulated vacation leave, personal holiday and sick leave, if allowable; provided this prohibition may be waived upon application to, and at the discretion of, the County. If leave pursuant to this provision would also qualify as leave under any federal or state statute, including the Federal Family and Medical Leave Act or any applicable Washington state statutes, the period of leave will apply toward the employee's entitlement to leave under any applicable statute.

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

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

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

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

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

ARTICLE 11 - COMPENSATION AND RATES OF PAY

Section 11.1 Salary Schedules. All bargaining unit employees shall be classified

pursuant to Addendum A and paid pursuant to Addendum B, which are made a part of this Agreement by reference. Effective the first pay period after date of adoption, each wage step of the 2018 salary matrix will increase by 2.5%.

Effective the first full pay period of January, 2020 each step of the 2019 hourly matrix shall be increased by 2.0%

Effective the first full pay period of July, 2020, each step of the 2020 hourly matrix shall be increased by 1.0%.

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

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

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

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

Section 11.6 Electronic Contact. The parties agree that a public health emergent situation may be identified by the Director, or designee, as requiring a bargaining unit member with specific expertise, which is otherwise not readily available, to remain in electronic contact with the Department. During such periods, assigned employees shall receive eight dollars and seventy cents (\$8.70) per day. When employees respond in person, they will be compensated per Article 4.10 Emergency Callbacks. When employees respond telephonically, they shall

receive one (1) hour minimum pay per incident at the rate of time and one-half (1½) at any time they respond outside normal work hours. To the extent reasonable and practical, employees shall respond electronically as opposed to in person.

ARTICLE 12 – NO STRIKE – NO LOCKOUT

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

ARTICLE 13 – CLASSIFICATIONS

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

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

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

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

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

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

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

ARTICLE 14 - HIRING AND PROMOTIONS

Section 14.1 Job Posting. When vacancies or new jobs occur in positions covered by

this Agreement, the County shall post the position and specific details on the County's internal website. Employees may subscribe to receive immediate notification at the time the posting is published. It is understood that the County may shift employees within a job classification to fill vacancies without first posting the vacancy.

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

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

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

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

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

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

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

Section 14.4.1 EHS Promotions. Promotion to Environmental Health Specialist II is effective the first pay period following written notification to the County of the employee

passing the RS/REHS examination so long as the employee meets the minimum qualifications of the position. The promotion date becomes the date from which the next step date is determined.

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

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

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

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

ARTICLE 15 - EMPLOYMENT PRACTICES

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

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

Section 15.3 Union Representative. The union representative shall have access to

the office during business hours, providing he or she does not interfere or cause employees to neglect their work.

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

Section 15.5 Bulletin Board. The County shall provide bulletin board space for use by the Union in areas accessible to members of the bargaining unit.

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 16 - LAYOFF AND RECALL

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

Group I - Environmental Health

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

Group II Nutrition

1. Community Nutrition Specialist

Group III - Social Work

1. Licensed Social Worker

Group IV - Health Education

1. Public Health Educator

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

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

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

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

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

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

- a. Voluntary termination.
- b. Discharge for cause.
- c. Failure to return to work if first offer of recall is refused.
- d. Layoff for a period exceeding thirteen (13) months.

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

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

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

ARTICLE 17 - ADVISORY COMMITTEE

The County and the Union agree to establish a Joint Advisory Committee consisting of up to three (3) unit representatives, including the Union representative, and up to three (3) representatives of the County, including a representative from Administrative Services –

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

ARTICLE 18 - RETIREMENT

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

ARTICLE 19 - GRIEVANCE PROCEDURE

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

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

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

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

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

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

Section 19.2 Arbitration Upon receipt by either the Union or the County of a written request for arbitration of a dispute which has been processed in accordance with the

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

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

ARTICLE 20 - SUBORDINATION OF AGREEMENT

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

ARTICLE 21 - SAVINGS CLAUSE

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

ARTICLE 22 - CONTRACTING OUT

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

Section 22.2 Contracting Out. Except in emergency situations, if the County proposes

to contract out bargaining unit work as described above, the reasons for doing so shall be supplied to the Union with ample time for discussion of such decision.

ARTICLE 23 – GROUP INSURANCE

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

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

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

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

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

Section 23.2 Premium Payments.

a) Medical. For Plan Year 2019, the County shall fund a Medical plan up to \$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.

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

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

23.2.1 Plan 2000 – Non-Qualified High Deductible. For Plan Years 2019 and 2020, employees may elect a non-qualified high deductible plan with no payroll deduction. This is the default medical plan.

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

23.2.2 Qualified High Deductible Plan (QHDHP) and Health Savings Account). For Plan Years 2019 and 2020 employees may elect to participate in the Qualified High Deductible Plan with no payroll deduction. Employees may be enrolled in a Health Savings Account (HSA) if otherwise qualified to have such an account. The County will contribute one-time seed money for first time enrollees in 2019 and 2020 to a voluntary HSA, a total of \$1,250 per employee if signing up as an employee only OR \$2,500 per employee if also signing up to cover dependents. One-half (50%) of the annual HSA contribution amount will be funded in January and the balance will be contributed in eleven (11) equal monthly amounts for the remaining months of the year.

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

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

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

23.2.3 Optional Contributory Plan. For Plan Years 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 2019 or 2020 be more than amount set forth in Article 23.2 a), modifications to the plan will be made to the plan per Article 23.2 b).

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

Section 23.3 Eligibility Criteria. Contributions will begin the first of the month following eighty (80) compensated hours of employment in one (1) calendar month. The term compensation as used herein is defined to be payment of wages for work performed, vacation, accrued sick leave, or other paid leave; provided that said work, vacation and/or other paid

leave must equal or exceed payment for eighty (80) hours in a calendar month. Income resulting from an industrial injury to a maximum of twelve (12) months from the date of the injury shall be credited as compensation.

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

Section 23.4 Flex 125. All members of the bargaining unit will be eligible to participate in the County's Flexible Spending Account Plan ("Flex 125 Plan").

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

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

ARTICLE 24 – INDEMNITY AND HOLD HARMLESS AGREEMENT

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

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

ARTICLE 25 – DURATION

This Agreement , including Letters of Understanding #1 and #2 shall be effective upon date of adoption except for those provisions of the Agreement which have been assigned other effective dates as herein set forth, and shall remain in full force and effect to and including the 31st day of December, 2020. Negotiations shall begin at least ninety (90) days prior to expiration.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 21st day of May, 2019.

PROFESSIONAL AND TECHNICAL EMPLOYEES, LOCAL NO. 17

WHATCOM COUNTY

Karen Estevenin
Executive Director

Jack Louws
Whatcom County Executive

Tom Kunesh
Bargaining Unit Committee Member

Annie Costello
Local 17 Union Representative

APPROVED AS TO FORM:

Elizabeth Gallery
Civil Deputy Prosecuting Attorney

**ADDENDUM A
TO THE AGREEMENT
by and between
WHATCOM COUNTY, WASHINGTON
and
PROFESSIONAL AND TECHNICAL
EMPLOYEES, LOCAL 17**

Position Title Index

Range	Position
51A	Environmental Health Supervisor
51	Nutrition Supervisor
48	Environmental Health Specialist III
47	Environmental Health Program Coordinator
46A	Licensed Social Worker
44B	Environmental Health Specialist II
44A	Nutritionist
44A	Community Nutrition Specialist
44	Public Health Educator
40	Environmental Health Specialist I
37	Environmental Health Technician II
33	Environmental Health Technician I

ADDENDUM B

Wages

Professional and Technical Employees - Local 17

2019 Hourly Matrix - Effective June 3, 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
25	\$18.00	\$18.78	\$19.64	\$20.54	\$21.52	\$22.52	\$23.70	\$24.17	\$24.27	\$24.37	\$24.46	\$24.56	\$24.66	\$24.76	\$24.86
33	\$20.36	\$21.33	\$22.36	\$23.48	\$24.60	\$25.80	\$27.11	\$27.11	\$27.21	\$27.32	\$27.43	\$27.54	\$27.65	\$27.76	\$27.87
37	\$22.21	\$23.25	\$24.38	\$25.59	\$26.84	\$28.15	\$29.53	\$29.53	\$29.65	\$29.77	\$29.89	\$30.01	\$30.13	\$30.25	\$30.37
40	\$26.06	\$27.31	\$28.64	\$30.05	\$31.18	\$31.18	\$31.49	\$31.49	\$31.62	\$31.75	\$31.87	\$32.00	\$32.13	\$32.26	\$32.39
44	\$25.81	\$27.07	\$28.40	\$29.80	\$31.25	\$32.81	\$34.34	\$34.34	\$34.47	\$34.61	\$34.75	\$34.89	\$35.03	\$35.17	\$35.31
44A	\$28.40	\$29.80	\$31.25	\$32.81	\$34.02	\$35.32	\$37.00	\$37.74	\$37.89	\$38.05	\$38.20	\$38.35	\$38.50	\$38.66	\$38.81
44B	\$28.40	\$29.80	\$31.25	\$32.81	\$34.02	\$35.32	\$37.00	\$37.74	\$37.89	\$38.05	\$38.20	\$38.35	\$38.50	\$38.66	\$38.81
46A	\$27.33	\$28.64	\$30.02	\$31.51	\$32.99	\$34.64	\$36.28	\$37.00	\$37.15	\$37.29	\$37.44	\$37.59	\$37.74	\$37.90	\$38.05
48	\$30.31	\$31.81	\$33.37	\$35.01	\$36.36	\$37.73	\$39.49	\$40.27	\$40.43	\$40.59	\$40.75	\$40.92	\$41.08	\$41.25	\$41.41
51	\$33.06	\$34.67	\$36.41	\$38.18	\$39.64	\$41.14	\$43.04	\$43.91	\$44.09	\$44.27	\$44.44	\$44.62	\$44.80	\$44.98	\$45.16
51A	\$33.06	\$34.67	\$36.41	\$38.18	\$39.64	\$41.14	\$43.04	\$43.91	\$44.09	\$44.27	\$44.44	\$44.62	\$44.80	\$44.98	\$45.16

2019 Monthly Matrix (for References 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
25	\$3,121	\$3,255	\$3,404	\$3,560	\$3,731	\$3,903	\$4,108	\$4,190	\$4,207	\$4,224	\$4,240	\$4,257	\$4,274	\$4,292	\$4,309
33	\$3,529	\$3,697	\$3,875	\$4,071	\$4,264	\$4,471	\$4,698	\$4,698	\$4,717	\$4,736	\$4,755	\$4,774	\$4,793	\$4,812	\$4,831
37	\$3,850	\$4,030	\$4,225	\$4,436	\$4,651	\$4,880	\$5,119	\$5,119	\$5,139	\$5,160	\$5,180	\$5,201	\$5,222	\$5,243	\$5,264
40	\$4,516	\$4,733	\$4,964	\$5,209	\$5,404	\$5,404	\$5,459	\$5,459	\$5,481	\$5,503	\$5,525	\$5,547	\$5,569	\$5,591	\$5,614
44	\$4,473	\$4,692	\$4,923	\$5,166	\$5,416	\$5,688	\$5,952	\$5,952	\$5,975	\$5,999	\$6,023	\$6,047	\$6,072	\$6,096	\$6,120
44A	\$4,923	\$5,166	\$5,416	\$5,688	\$5,897	\$6,122	\$6,413	\$6,542	\$6,568	\$6,594	\$6,621	\$6,647	\$6,674	\$6,701	\$6,727
44B	\$4,923	\$5,166	\$5,416	\$5,688	\$5,897	\$6,122	\$6,413	\$6,542	\$6,568	\$6,594	\$6,621	\$6,647	\$6,674	\$6,701	\$6,727
46A	\$4,737	\$4,964	\$5,203	\$5,461	\$5,719	\$6,004	\$6,288	\$6,413	\$6,439	\$6,464	\$6,490	\$6,516	\$6,542	\$6,568	\$6,595
48	\$5,254	\$5,514	\$5,783	\$6,069	\$6,302	\$6,540	\$6,845	\$6,980	\$7,008	\$7,036	\$7,064	\$7,092	\$7,121	\$7,149	\$7,178
51	\$5,731	\$6,010	\$6,311	\$6,618	\$6,870	\$7,130	\$7,461	\$7,611	\$7,642	\$7,672	\$7,703	\$7,734	\$7,765	\$7,796	\$7,827
51A	\$5,731	\$6,010	\$6,311	\$6,618	\$6,870	\$7,130	\$7,461	\$7,611	\$7,642	\$7,672	\$7,703	\$7,734	\$7,765	\$7,796	\$7,827

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
25	\$18.36	\$19.16	\$20.03	\$20.95	\$21.95	\$22.97	\$24.17	\$24.66	\$24.76	\$24.85	\$24.95	\$25.05	\$25.15	\$25.25	\$25.36
33	\$20.77	\$21.76	\$22.80	\$23.95	\$25.09	\$26.31	\$27.65	\$27.65	\$27.76	\$27.87	\$27.98	\$28.09	\$28.21	\$28.32	\$28.43
37	\$22.65	\$23.71	\$24.86	\$26.11	\$27.37	\$28.72	\$30.12	\$30.12	\$30.24	\$30.36	\$30.48	\$30.61	\$30.73	\$30.85	\$30.98
40	\$26.58	\$27.86	\$29.21	\$30.65	\$31.80	\$31.80	\$32.12	\$32.12	\$32.25	\$32.38	\$32.51	\$32.64	\$32.77	\$32.90	\$33.03
44	\$26.32	\$27.61	\$28.97	\$30.40	\$31.87	\$33.47	\$35.02	\$35.02	\$35.16	\$35.30	\$35.45	\$35.59	\$35.73	\$35.87	\$36.02
44A	\$28.97	\$30.40	\$31.87	\$33.47	\$34.70	\$36.02	\$37.74	\$38.50	\$38.65	\$38.81	\$38.96	\$39.12	\$39.27	\$39.43	\$39.59
44B	\$28.97	\$30.40	\$31.87	\$33.47	\$34.70	\$36.02	\$37.74	\$38.50	\$38.65	\$38.81	\$38.96	\$39.12	\$39.27	\$39.43	\$39.59
46A	\$27.88	\$29.21	\$30.62	\$32.14	\$33.65	\$35.33	\$37.00	\$37.74	\$37.89	\$38.04	\$38.19	\$38.35	\$38.50	\$38.65	\$38.81
48	\$30.92	\$32.45	\$34.03	\$35.71	\$37.08	\$38.49	\$40.28	\$41.07	\$41.24	\$41.40	\$41.57	\$41.74	\$41.90	\$42.07	\$42.24
51	\$33.72	\$35.37	\$37.14	\$38.95	\$40.43	\$41.96	\$43.90	\$44.79	\$44.97	\$45.15	\$45.33	\$45.51	\$45.69	\$45.88	\$46.06
51A	\$33.72	\$35.37	\$37.14	\$38.95	\$40.43	\$41.96	\$43.90	\$44.79	\$44.97	\$45.15	\$45.33	\$45.51	\$45.69	\$45.88	\$46.06

2020 Monthly Matrix (for References 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
25	\$3,183	\$3,320	\$3,472	\$3,632	\$3,805	\$3,981	\$4,190	\$4,274	\$4,291	\$4,308	\$4,325	\$4,343	\$4,360	\$4,377	\$4,395
33	\$3,600	\$3,771	\$3,953	\$4,152	\$4,350	\$4,561	\$4,792	\$4,792	\$4,811	\$4,831	\$4,850	\$4,869	\$4,889	\$4,908	\$4,928
37	\$3,927	\$4,110	\$4,310	\$4,525	\$4,744	\$4,978	\$5,221	\$5,221	\$5,242	\$5,263	\$5,284	\$5,305	\$5,326	\$5,348	\$5,369
40	\$4,607	\$4,828	\$5,063	\$5,313	\$5,512	\$5,512	\$5,568	\$5,568	\$5,590	\$5,613	\$5,635	\$5,658	\$5,680	\$5,703	\$5,726
44	\$4,563	\$4,786	\$5,022	\$5,269	\$5,524	\$5,801	\$6,071	\$6,071	\$6,095	\$6,119	\$6,144	\$6,168	\$6,193	\$6,218	\$6,243
44A	\$5,022	\$5,269	\$5,524	\$5,801	\$6,015	\$6,244	\$6,541	\$6,673	\$6,699	\$6,726	\$6,753	\$6,780	\$6,807	\$6,835	\$6,862
44B	\$5,022	\$5,269	\$5,524	\$5,801	\$6,015	\$6,244	\$6,541	\$6,673	\$6,699	\$6,726	\$6,753	\$6,780	\$6,807	\$6,835	\$6,862
46A	\$4,832	\$5,063	\$5,307	\$5,570	\$5,833	\$6,124	\$6,413	\$6,541	\$6,567	\$6,594	\$6,620	\$6,646	\$6,673	\$6,700	\$6,727
48	\$5,359	\$5,624	\$5,899	\$6,190	\$6,428	\$6,671	\$6,982	\$7,119	\$7,148	\$7,177	\$7,205	\$7,234	\$7,263	\$7,292	\$7,321
51	\$5,845	\$6,130	\$6,438	\$6,750	\$7,008	\$7,273	\$7,610	\$7,764	\$7,795	\$7,826	\$7,857	\$7,889	\$7,920	\$7,952	\$7,984
51A	\$5,845	\$6,130	\$6,438	\$6,750	\$7,008	\$7,273	\$7,610	\$7,764	\$7,795	\$7,826	\$7,857	\$7,889	\$7,920	\$7,952	\$7,984

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
25	\$18.55	\$19.35	\$20.23	\$21.16	\$22.17	\$23.20	\$24.41	\$24.90	\$25.00	\$25.10	\$25.20	\$25.30	\$25.41	\$25.51	\$25.61
33	\$20.98	\$21.97	\$23.03	\$24.19	\$25.35	\$26.58	\$27.92	\$27.92	\$28.04	\$28.15	\$28.26	\$28.37	\$28.49	\$28.60	\$28.72
37	\$22.88	\$23.95	\$25.11	\$26.37	\$27.65	\$29.00	\$30.42	\$30.42	\$30.54	\$30.67	\$30.79	\$30.91	\$31.04	\$31.16	\$31.29
40	\$26.84	\$28.13	\$29.50	\$30.96	\$32.12	\$32.12	\$32.45	\$32.45	\$32.58	\$32.71	\$32.84	\$32.97	\$33.10	\$33.23	\$33.36
44	\$26.59	\$27.89	\$29.26	\$30.70	\$32.19	\$33.80	\$35.37	\$35.37	\$35.51	\$35.66	\$35.80	\$35.94	\$36.09	\$36.23	\$36.38
44A	\$29.26	\$30.70	\$32.19	\$33.80	\$35.05	\$36.38	\$38.12	\$38.88	\$39.04	\$39.19	\$39.35	\$39.51	\$39.67	\$39.82	\$39.98
44B	\$29.26	\$30.70	\$32.19	\$33.80	\$35.05	\$36.38	\$38.12	\$38.88	\$39.04	\$39.19	\$39.35	\$39.51	\$39.67	\$39.82	\$39.98
46A	\$28.16	\$29.50	\$30.92	\$32.46	\$33.99	\$35.69	\$37.37	\$38.12	\$38.27	\$38.42	\$38.57	\$38.73	\$38.88	\$39.04	\$39.20
48	\$31.22	\$32.77	\$34.37	\$36.07	\$37.45	\$38.87	\$40.68	\$41.49	\$41.65	\$41.82	\$41.99	\$42.15	\$42.32	\$42.49	\$42.66
51	\$34.06	\$35.72	\$37.51	\$39.34	\$40.83	\$42.38	\$44.34	\$45.24	\$45.42	\$45.60	\$45.78	\$45.97	\$46.15	\$46.34	\$46.52
51A	\$34.06	\$35.72	\$37.51	\$39.34	\$40.83	\$42.38	\$44.34	\$45.24	\$45.42	\$45.60	\$45.78	\$45.97	\$46.15	\$46.34	\$46.52

2020 Monthly Matrix (for References 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
25	\$3,215	\$3,354	\$3,507	\$3,668	\$3,843	\$4,020	\$4,232	\$4,317	\$4,334	\$4,351	\$4,369	\$4,386	\$4,404	\$4,421	\$4,439
33	\$3,636	\$3,809	\$3,992	\$4,194	\$4,393	\$4,606	\$4,840	\$4,840	\$4,860	\$4,879	\$4,899	\$4,918	\$4,938	\$4,958	\$4,977
37	\$3,966	\$4,151	\$4,353	\$4,570	\$4,792	\$5,027	\$5,273	\$5,273	\$5,294	\$5,316	\$5,337	\$5,358	\$5,380	\$5,401	\$5,423
40	\$4,653	\$4,876	\$5,114	\$5,366	\$5,567	\$5,567	\$5,624	\$5,624	\$5,646	\$5,669	\$5,691	\$5,714	\$5,737	\$5,760	\$5,783
44	\$4,608	\$4,834	\$5,072	\$5,322	\$5,579	\$5,859	\$6,131	\$6,131	\$6,156	\$6,180	\$6,205	\$6,230	\$6,255	\$6,280	\$6,305
44A	\$5,072	\$5,322	\$5,579	\$5,859	\$6,075	\$6,306	\$6,607	\$6,739	\$6,766	\$6,794	\$6,821	\$6,848	\$6,875	\$6,903	\$6,930
44B	\$5,072	\$5,322	\$5,579	\$5,859	\$6,075	\$6,306	\$6,607	\$6,739	\$6,766	\$6,794	\$6,821	\$6,848	\$6,875	\$6,903	\$6,930
46A	\$4,880	\$5,114	\$5,360	\$5,626	\$5,892	\$6,186	\$6,478	\$6,607	\$6,633	\$6,660	\$6,686	\$6,713	\$6,740	\$6,767	\$6,794
48	\$5,412	\$5,680	\$5,958	\$6,252	\$6,492	\$6,737	\$7,052	\$7,191	\$7,219	\$7,248	\$7,277	\$7,306	\$7,336	\$7,365	\$7,394
51	\$5,904	\$6,192	\$6,502	\$6,818	\$7,078	\$7,346	\$7,686	\$7,841	\$7,873	\$7,904	\$7,936	\$7,968	\$7,999	\$8,031	\$8,064
51A	\$5,904	\$6,192	\$6,502	\$6,818	\$7,078	\$7,346	\$7,686	\$7,841	\$7,873	\$7,904	\$7,936	\$7,968	\$7,999	\$8,031	\$8,064

ADDENDUM C

ALTERNATIVE WORK SCHEDULE REQUEST

Employee Name: _____ **Position:** _____

Effective Date _____ **% Full-Time Equivalency (FTE):** _____

This schedule must be mutually agreed upon between the employee and employee's supervisor and have the written approval of employee's supervisor, division manager and director or designee, and Human Resources. The schedule request must meet the basic requirements outlined in sections 4.4.1, 4.9, 4.9.1 and 4.9.2 of the collective bargaining agreement and the following requirements:

- Full-time employee's alternate work schedule will be no more than 80 hours in a pay period.
- Part-time employees will schedule no more than forty (40) hours in a work week.
- The normal workweek begins Sunday at 12:00 a.m. and ends on Saturday at 12:00 p.m. For full-time employees on a 9/80 schedule, depending on the flex day, the workweek begins either 12:00 p.m. or 12:30 p.m. on Friday or Monday.
- The alternative schedule does not create a reduction in the effective hours of service to the public or increase the department's compensation cost.

	Day	Start Time- End Time (e.g. 7:00am–5:00pm)	Estimated Lunch Break Schedule (e.g. 12:00 pm – 1:00)	Length of Lunch Break (e.g. 1 hour)	Total Hours Worked per Day
Week #1	Sunday				
	Monday				
	Tuesday				
	Wednesday				
	Thursday				
	Friday				
	Saturday				
Total Per Week					
Week #2	Sunday				
	Monday				
	Tuesday				
	Wednesday				
	Thursday				
	Friday				
	Saturday				
Total Per Week					

The parties agree above schedule requires on-going mutual agreement with no guarantee such schedule shall be continued. The parties understand that once a schedule is agreed upon and 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. The parties recognize that alternative schedules are a mutual benefit and must be worked as scheduled.

	Signature	Date
Employee		
Supervisor		
Division Manager		
Director or Designee		
Human Resources		

LETTER OF UNDERSTANDING #1
By and Between
WHATCOM COUNTY
and
PROFESSIONAL AND TECHNICAL EMPLOYEES, LOCAL 17

This Letter of Understanding is by and between Whatcom County, hereafter called "the County" and Professional and Technical Employees Local 17, hereafter called "the Union" and is to confirm the following agreements reached during the recent negotiations and attached to the PTE Local 17 Collective Bargaining Agreement.

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

2. Group Insurance Eligibility. The new eligibility requirement of eighty (80) hours compensated in Article 23, Group Insurance is not applicable to any employee eligible for group insurance benefits on November 18, 1997 (Kelly Molaski, Tom Kunesh, Allison Williams, and James Hayes.) Such employees shall require seventy-five (75) hours compensated to meet group insurance eligibility requirements.

LETTER OF UNDERSTANDING #2
JOB SHARE AGREEMENT
PROFESSIONAL AND TECHNICAL EMPLOYEES, LOCAL 17

This Letter of Understanding regarding Job Share Agreements is by and between Whatcom County, hereafter called “the County” and Professional and Technical Employees, Local 17, hereafter called “the Union” regarding and attached to the PTE Local 17 Collective Bargaining Agreement covering the period date adoption through December 31, 2020.

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

VOLUNTARY JOB SHARE AGREEMENT

This fully executed Agreement must be in place prior to commencement of Job Share

JOB SHARE POSITION:	POSITION ID:
DEPARTMENT:	SUPERVISOR:
PARTICIPANT A:	PARTICIPANT B:
HOURS/MONTH:	HOURS/MONTH:
Health & Welfare Benefits <input type="checkbox"/> Yes <input type="checkbox"/> No	Health & Welfare Benefits <input type="checkbox"/> Yes <input type="checkbox"/> No

Agreement.

- Participants acknowledge they have voluntarily elected to equally share a 1.0 FTE position and agree to the conditions outlined in this Agreement.
- Participants together perform the duties of a full-time position. Total hours worked for both will not exceed an average of 173.33 regular hours per month (1.0 budgeted FTE), unless additional hours are designated as extra help hours.

Health & Welfare Benefits.

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

situations, the eligibility requirements of each benefit plan must be met before coverage becomes effective.

- The County will make contributions to the appropriate health & welfare plans on behalf of employees who are regularly scheduled to work and who are compensated for at least eighty (80) hours per month.
- Participants who have not previously been on health and welfare benefits must meet eligibility requirements in the PTE Local 17 Agreement to be eligible for health and welfare benefits coverage. Employees whose health and welfare benefits are being reinstated will be subject to the waiting periods specified in plan documents.
- Participants who were on the payroll on November 18, 1997 can maintain their seventy-five (75) hour benefit eligibility threshold in the PTE Local 17 Bargaining Agreement while in a job share arrangement. This threshold will apply for eligibility for health & welfare benefits, sick leave accruals, holidays, and vacation accruals.

PARTICIPANT ELECTIONS

CHOICES	PARTICIPANT A (initial choice below)	PARTICIPANT B (initial choice below)
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 PTE Local 17 Agreement, and each participant will receive four hours of personal holiday each calendar year. During weeks when a holiday occurs, participants must work with their supervisor to assure the required number of hours will be worked and/or compensated that week.
- Any additional leave (bereavement, etc.) will be no more than one-half the time (in hours) allowed in the PTE Local 17 Agreement or state or federal law.
- Participants individually accrue and have full use of seniority rights allowed under the PTE Local 17 Agreement.
- To be eligible for leave under the federal Family Medical Leave Act (FMLA), 1250 hours of time must be actually worked during the twelve months prior to the requested leave. Participants understand by entering this Agreement, they are likely forfeiting rights to FMLA.

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

Compensation.

- Participants will be paid the appropriate hourly rate for actual hours worked. They will be eligible for step increases based on their individual anniversary date in the position.
- After meeting eligibility requirements for longevity, participants will receive one-half the appropriate longevity amount. Effective the first full pay period in January, 2009, per section 11.2, this section will be eliminated.
- Participants are eligible for overtime pursuant to section 4.4.1.

Schedules and Breaks.

- Participants' work schedules must be approved by, and may be changed by, their supervisor.
- The following Articles do **NOT** apply to participants:
 - a. Article 4, section 4.1 pertaining to Work Schedules
 - b. Article 4, section 4.3 pertaining to Lunch and Rest Breaks
 - c. Article 4, section 4.4 pertaining to Overtime
- Participants are allowed one paid fifteen (15) minute rest break during each four-hour work period after no more than three hours of work, and during each day where they work five (5) or more hours, they are entitled to an unpaid lunch break of thirty (30) to sixty (60) minutes.

Absence or Vacancy.

Participants understand that if one participant leaves his or her job share position, a new job share agreement must be executed. Upon separation or movement of a job share participant, the County will first offer the 1.0 FTE position to the remaining incumbent. If the participant desires to continue in a job share arrangement and the department concurs, he or she understands that, during a period of absence or vacancy, the remaining participant may be required to work extra hours, up to 40 per week, in order to assure the work of the position is completed. No other terms or conditions of this Agreement will change.

Each Job Share Agreement will require signatures of Participant A, Participant B, and the Department Head. The County or the Union may, at any time, cancel this agreement after thirty (30) days written notice.

**LETTER OF AGREEMENT
BETWEEN
WHATCOM COUNTY
AND
PROFESSIONAL AND TECHNICAL EMPLOYEES LOCAL 17**

This Letter of Agreement is by and between Whatcom County, hereafter called “the County” and the Professional and Technical Employees, Local 17 (hereafter called the Union) regarding the Professional and Technical Employees, Local 17 Collective Bargaining Agreement (hereafter called “the Agreement”).

The purpose of this Letter of Agreement is to grandfather employees currently working a .9 FTE or .95 FTE from provisions bargained in the 2019-2020 Agreement with regard to overtime compensation and compensatory time off.

- A. Employees currently working a .9 FTE or .95 FTE schedule are sometimes assigned work on a Saturday, Sunday, or holiday outside of their normal work week and receive either overtime compensation or compensatory time off at the overtime rate.
- B. Section 4.4.1(2) of the 2019-2020 collective bargaining agreement states that part-time employees must work in excess of forty (40) hours during the week to be entitled to overtime compensation.
- C. The modified provision may adversely affect current employees that have an established .9 FTE or .95 FTE schedule and have been receiving overtime compensation or compensatory time off when working on a Saturday, Sunday or holiday.

The parties, therefore, agree as follows:

- 1. Laurette Rasmussen, Jennifer Hayden and Kelly Molaski are exempt from the provisions of section 4.4.1(2) if they are scheduled to work on a Saturday, Sunday, or holiday. The exemption for the requirement to work in excess of forty (40) hours during the week to receive overtime compensation will be in place as long they maintain their current .9 FTE or .95 FTE schedule. All other provisions in section 4.4.1 will apply.
- 2. Any future .9 FTE or .95 FTE employees shall receive overtime compensation pursuant to the modified section 4.4.1.

Name	Signature	Date
Annie Costello, PTE 17 Representative		
Karen Goens, HR Manager		
Jack Louws, County Executive		

Approved as to Form:

Elizabeth Gallery
Civil Deputy Prosecuting Attorney

Date



Whatcom County

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

Agenda Bill Master Report

File Number: AB2019-302

File ID:	AB2019-302	Version:	1	Status:	Agenda Ready
File Created:	05/14/2019	Entered by:	TAdrian@co.whatcom.wa.us		
Department:	Prosecuting Attorney's Office	File Type:	Discussion		

First Assigned to: Council Committee of the Whole-Executive Session

Agenda Date:	05/21/2019	Next Mtg. Date:		Hearing Date:	
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Primary Contact Email: groche@co.whatcom.wa.us <<mailto:groche@co.whatcom.wa.us>>

TITLE FOR AGENDA ITEM:

Discussion with Civil Deputy Prosecutor George Roche regarding pending litigation, Hochreiter v. Phipps and Whatcom County [Discussion of this items may take place in executive session (closed to the public) pursuant to RCW 42.30.110 (1)(i)]

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Discussion with Civil Deputy Prosecutor George Roche regarding pending litigation, Hochreiter v. Phipps and Whatcom County [Discussion of this items may take place in executive session (closed to the public) pursuant to RCW 42.30.110 (1)(i)]

HISTORY OF LEGISLATIVE FILE

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: AB2019-305

File ID:	AB2019-305	Version:	1	Status:	Agenda Ready
File Created:	05/14/2019	Entered by:	DBrown@co.whatcom.wa.us		
Department:	Council Office	File Type:	Discussion		

First Assigned to: Council Public Works & Health Committee

Agenda Date:	05/21/2019	Next Mtg. Date:		Hearing Date:	
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Primary Contact Email: Bbrenner@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Discussion regarding recycling options at Point Roberts

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Discussion regarding recycling options at Point Roberts

HISTORY OF LEGISLATIVE FILE

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: AB2019-295

File ID:	AB2019-295	Version:	1	Status:	Agenda Ready
File Created:	05/09/2019	Entered by:	CStrong@co.whatcom.wa.us		
Department:	Planning and Development Services Department	File Type:	Special Executive Only Item		

First Assigned to: Council Planning and Development Committee

Agenda Date: 05/21/2019

Next Mtg. Date:

Hearing Date:

Primary Contact Email: cstrong@co.whatcom.wa.us <<mailto:cstrong@co.whatcom.wa.us>>

TITLE FOR AGENDA ITEM:

Request Council review and approval of the proposed Public Participation Plan for the 2020 Shoreline Master Program Periodic Update

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Request Council to review and approve the proposed Public Participation Plan for the 2020 Shoreline Master Program Periodic Update

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Memo, WC SMP Update - PPP

Final Action:
Enactment Date:
Enactment #:



Memorandum

TO: County Council
Jack Louws, County Executive

FROM: Cliff Strong, Senior Planner

THROUGH: Mark Personius, Director

DATE: May 8, 2018

SUBJECT: 2020 Shoreline Master Program Update – Public Participation Plan

Planning and Development Services has started working with a consultant on the 2020 Shoreline Master Program (SMP) Update. One of the first steps is to develop a public participation plan, outlining how we will engage the public in this process.

Attached you will find the proposed public participation plan. We would like Council to review and approve it through a motion at your evening meeting.

We will use multiple strategies and tools for engaging the public and other agencies, including the media, a project website, a new “Notify Me” subscription group, and direct notification and engagement of a number of community groups, government agencies, and the Tribes.

We will kick off the process by holding three public open houses in various locations throughout the County (Birch Bay, Deming, and Bellingham/Lake Whatcom). These open houses will be to announce the project and to seek ideas from the public for issues that may need to be addressed. The Planning Commission will be invited to attend as well. Their ideas, as well as those from PDS, Parks, and Public Works will be used to develop a scope for the project.

We will plan on taking this scope through the Planning Commission and then to Council, to be adopted by resolution. Our goal is to “set” the scope early, and address only those issues to which Council has agreed. We’re trying this approach after the experience with the Critical Areas Ordinance Update, where many people waited until after Planning Commission (and most of the work) was done to bring issues directly to Council. As you’ll recall, this, in part, led to having 22 Council workshops. Since we are having a consultant do much of the work on this project, we will not have the time or budget to repeat that experience.

After the scope is set, staff and the consultant will do all the necessary background work to develop a draft SMP update. We then plan to hold three additional public open houses in January 2020 to explain what’s included in the update, get public feedback, and revise as necessary. Once the final draft is done, the Planning Commission will hold a joint public hearing with the Department of Ecology¹.

From this will be developed the final draft SMP for Council to consider. We will plan on at least one public hearing with the Council, and will schedule Council workshops as necessary (but hope the process we’ve laid out minimizes the number needed).

¹ This is a new DOE process that allows for a joint public hearing and review process so as to reduce duplicative efforts and save time.

SHORELINE MASTER PROGRAM: PERIODIC REVIEW PUBLIC PARTICIPATION PLAN



Introduction

Whatcom County (County) is undertaking a periodic review of its Shoreline Master Program (SMP), as required by the Washington State Shoreline Management Act, RCW 90.58.080(4). The Shoreline Management Act requires each SMP be reviewed, and revised if needed, on an eight-year schedule established by the state Legislature. The review ensures the SMP stays current with changes in laws and rules, remains consistent with other County plans and regulations, and is responsive to changed circumstances, new information and improved data. This periodic update is not required to: re-evaluate the ecological baseline that was established as part of the 2007 comprehensive update; extensively assess no net loss criteria other than to ensure that proposed amendments do not result in degradation of the baseline condition; or change shoreline jurisdiction or environment designations, unless deemed appropriate and necessary by the County.

The purpose of this Public Participation Plan is to describe how the County will encourage early and continuous public input throughout the SMP periodic review process, including the steps that the County will take to provide opportunities for public engagement and public comment, as well as contact information and web addresses.

This plan is a working document and will be adjusted as needed to provide for the greatest and broadest public participation over the course of the periodic review process.

1.0 Public Participation Goals

- Provide interested parties with timely information, an understanding of the process, and multiple opportunities to review and comment on proposed amendments to the SMP.
- Actively solicit information from citizens, property owners and stakeholders about their concerns, questions and priorities for the periodic review process.
- Encourage interested parties to informally review and comment on proposed changes to the SMP throughout the process and provide those comments to decision makers.
- Provide forums for formal public input at project milestones prior to decision-making by local officials.
- Consult and consider recommendations from neighboring jurisdictions, federal and state agencies, and Native American tribes.

2.0 Public Participation Opportunities

The County is committed to providing multiple opportunities for public participation throughout the process and will use a variety of communication tools to inform the public and encourage participation, including the following:

2.1 Website

The County's website will feature information about the periodic review on its SMP webpage. This webpage can be found at: <https://www.whatcomcounty.us/3097/Shoreline-Master-Program-Periodic-Update>. The webpage will be the primary repository of all information related to the periodic review, including draft documents, notices, a Frequently Asked Questions section, and other project information. The page will provide staff contact information, as well as an email link for questions and comments.

2.2 News Media

The official paper of record, the Bellingham Herald, will be kept up to date on the periodic review process and receive copies of all official notices for publication. Copies will also be provided to the Lynden Tribune, the Northern Light, and the Point Roberts All Point Bulletin. Other internet sources such as [WhatcomTalk](#) and social media will also be considered for notification, if deemed appropriate.

2.3 Noticing

The public will be notified of the process and meetings via a combination of website, email, and newspaper announcements. Newspaper announcements/advertising pursuant to Section 2.2 will point community members to the County's SMP website where they can learn about the update process and subscribe to the "Shoreline Master Program Update 2020" under the County's "Notify Me" system. This system will be used to notify interested parties regarding periodic review progress and participation opportunities. In addition to the "Shoreline Master Program Update 2020" list, County staff will also broadcast to the "Planning & Development Services – Notifications." Those people subscribed to the "Planning Commission" and "County Council" lists will also receive those agendas.

2.4 Public Open Houses

The County will hold several public open houses at two times during the SMP update process.

The first set of open houses will be held to inform the community about the update process and to hear any initial concerns for the purpose of developing the scope of the project. The County anticipates holding up to three of these open houses in various locations throughout the County. Suggested locations for these meetings include Birch Bay, Everson, and Lake Whatcom. The current target date for these meetings is near the end of June, 2019. "Save the date" notices will be sent out in May, 2019, via email. In addition, newspaper notices of the open houses will be posted. The County Planning Commission will be asked to participate in at least one of these open house events.

Later in the periodic update process, another round of up to three open houses will be held to update the community on the process, share work products, and get feedback after draft SMP amendments have been prepared. Locations and timing for these meetings will be determined at a later date.

Public comments received during all open houses will be posted on the County's SMP webpage and used in the scoping and review process.

2.5 Scoping

The scope of the update will be based on public comments received through the scoping process (including the first set of open houses) and staff-identified issues. We will then take the issues identified to the Planning Commission and Council, provide them an opportunity to add any issues they may have or delete any issues they deem not appropriate, and then request a resolution "setting" the scope for the update. Items raised after this may not be considered, as there is a limited budget and time allotted to this project. This means that proposals for amendments will need to be identified prior to the scope being set by Council. This does not preclude other proposed amendments being considered in the future. Amendments can be proposed at any time through the docketing process. Scoping is just a filtering process to identify priority issues to be addressed in the limited time and budget available for this SMP update cycle.

2.6 Public Comment Periods and Hearings

The Planning Commission will be the primary forum for detailed review and recommendations to the County Council. The Planning Commission will hold a public hearing to solicit input on the periodic review. Prior to the hearing, the Planning Commission will hold at least one meeting to discuss the periodic review and proposed SMP amendments. Planning Commission meetings are open to the public.

The Whatcom County Council also will hold at least one hearing to take public comments before final adoption.

The County plans to take advantage of the optional joint-review process for SMP amendments, which allows for a joint state-local comment period and public hearing (WAC 173-26-104). County staff will coordinate with the Washington State Department of Ecology on public notification of the comment period and hearing(s).

Public notice of all hearings will state who is holding the comment period and/or hearing, the date and time, and the location of any public hearing. Notices will be published per official policy and comply with all other legal requirements, such as the Americans with Disabilities Act. A notice will be sent to the email list (2.3, above) and the Washington State Department of Ecology.

2.7 Ongoing Comment

All documents under consideration will be available on the periodic review webpage and at the County's Planning and Development Services office, 5280 Northwest Drive, Bellingham, WA 98226. Interested parties are encouraged to provide comments by letter or email (to the address provided in section 2.8). All comments will be compiled and provided to the Planning Commission and County Council.

2.8 Primary Staff Contact

Interested parties can learn about the process and where to find information, and submit comments, by contacting the Project Manager for this project:

Cliff Strong, Senior Planner
5280 Northwest Drive
Bellingham, WA 98226
(360)778-5942
cstrong@co.whatcom.wa.us.

3.0 Stakeholder Coordination

Whatcom County will invite the participation of the following stakeholders in the review process:

- City of Bellingham
- City of Everson
- City of Ferndale
- City of Lynden
- City of Nooksack
- Whatcom County Parks & Recreation Department
- Whatcom County Public Works Department
- Lummi Nation
- Nooksack Tribe
- Washington State Department of Archaeology and Historic Preservation
- Washington State Department of Ecology
- Washington State Department of Fish and Wildlife
- Washington State Department of Natural Resources
- US Army Corps of Engineers
- Bellingham Regional Chamber of Commerce
- Building Industry Association of Whatcom County
- Whatcom Conservation District
- Public Utility District No. 1 of Whatcom County
- Birch Bay Watershed & Aquatic Resources Management District (BBWARM)
- Marine Resources Committee
- Drainage Districts and Subzones
- Re-Sources

The County will engage directly with the tribes and local cities to solicit input. Internal discussions are planned with County staff from other departments – especially Public Works

and Parks. All other agencies and local organizations will be expected to participate in open houses unless otherwise requested.

4.0 Timeline

The following is a general timeline including anticipated public participation opportunities.

May 2019	Email and newspaper notifications of process and upcoming open houses Project website established
June 2019	Open houses (up to 3) to inform the community and gather input
January 2020	Open houses (up to 3) to share proposed updates and gather input
February-June 2020	Environmental review (SEPA) Public comment period Joint Planning Commission/Ecology public hearing & review County Council Public Hearing & review Ecology review County Council review and final action



Whatcom County

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

Agenda Bill Master Report

File Number: MIN2019-034

File ID:	MIN2019-034	Version:	1	Status:	Agenda Ready
File Created:	05/03/2019	Entered by:	JNixon@co.whatcom.wa.us		
Department:	Council Office	File Type:	Minutes Consent		
First Assigned to:	Council				
Agenda Date:	05/21/2019	Next Mtg. Date:		Hearing Date:	

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

TITLE FOR AGENDA ITEM:

Committee of the Whole for April 9, 2019

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Committee of the Whole for April 9 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.

WHATCOM COUNTY COUNCIL
Committee Of The Whole

April 9, 2019

CALL TO ORDER

Council Chair Rud Browne called the meeting to order at 1:30 p.m. in the Council Conference Room, 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

COMMITTEE DISCUSSION

1. AB2019-212 UPDATE ON NEGOTIATIONS AND PLANNING STRATEGY DISCUSSION REGARDING COLLECTIVE BARGAINING

Attorney Present: None

Browne stated that discussion of agenda item one may take place in executive session pursuant to RCW 42.30.140 (4) (a). Executive session will conclude no later than 2:00 p.m. If the meeting extends beyond the stated conclusion time, he will step out of the meeting to make a public announcement.

Buchanan moved to go into executive session until no later than 2:00 p.m. to discuss the agenda items pursuant to RCW citations as announced by the Council Chair. The motion was seconded.

The motion carried by the following vote:

Ayes: Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)

Nays: None (0)

OTHER BUSINESS

ADJOURN

The meeting adjourned at 2:00 p.m.

The Council approved these minutes on _____ 2019.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

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.

1 Dana Brown-Davis, Council Clerk

Rud Browne, Council Chair

2

3

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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: MIN2019-035

File ID:	MIN2019-035	Version:	1	Status:	Agenda Ready
File Created:	05/03/2019	Entered by:	JNixon@co.whatcom.wa.us		
Department:	Council Office	File Type:	Minutes Consent		
First Assigned to:	Council				
Agenda Date:	05/21/2019	Next Mtg. Date:		Hearing Date:	

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

TITLE FOR AGENDA ITEM:

Regular County Council for April 9, 2019

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: County Council for April 9 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.

WHATCOM COUNTY COUNCIL
Regular County Council Meeting

April 9, 2019

CALL TO ORDER

Council Chair Rud Browne called the meeting to order at 7:00 p.m. in the 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.

FLAG SALUTE

ANNOUNCEMENTS

MINUTES CONSENT

Brenner moved to accept the Minutes Consent items.

The motion was seconded.

The motion carried by the following vote:

Ayes: Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)

Nays: None (0)

1. **MIN2019-030 JOINT MEETING WITH SKAGIT AND SAN JUAN COUNTIES ON FEBRUARY 5, 2019**

2. **MIN2019-031 REGULAR COUNTY COUNCIL FOR MARCH 26, 2019**

PUBLIC HEARINGS

1. **AB2019-183 ORDINANCE AMENDING WHATCOM COUNTY CODE SECTION 1.14, CORRECTING CERTAIN PRECINCT BOUNDARY LINES AND PRECINCT MAPS (SECOND AMENDMENT)**

Debbie Adelstein, County Auditor, gave a staff report and answered questions on the impact to the voters.

Browne opened the public hearing, and hearing no one, closed the public hearing.

Buchanan moved to adopt the ordinance.

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.

The motion was seconded.

The motion carried by the following vote:

Ayes: Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)

Nays: None (0)

OPEN SESSION

The following people spoke:

- Lance Calloway, Associated General Contractors (AGC) of Washington, spoke about the proposed ordinance regarding creating a local apprenticeship program (AB2019-210).
- Jacquelyn Styrna spoke about the proposed ordinance regarding creating a local apprenticeship program (AB2019-210).
- Atul Deshmane spoke about the Public Utility District's county drought response plan.
- Kirsten Wilson submitted a handout and spoke about an enforcement investigation at a neighboring property.
- Trevor Smith spoke about the proposed ordinance regarding creating a local apprenticeship program (AB2019-210) and answered questions about local training and apprenticeship programs.

Sidhu moved to discuss Introduction Item seven after Open Session.

The motion was seconded.

The motion carried by the following vote:

Ayes: Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)

Nays: None (0)

- Bob Gay, International Brotherhood of Electrical Workers, spoke about funding for Cascadia Law Group, the benefits of Cherry Point industries, and apprenticeship programs.
- Louis (*inaudible*), Local #292 Member, spoke about the benefits of apprenticeship programs.
- Dana Briggs spoke about problems resulting from climate change.
- Joe Baldwin spoke about the proposed ordinance regarding creating a local apprenticeship program (AB2019-210) and answered questions on the size of his company and his ability to use apprentices.
- Theresa Jones spoke about creating a local apprenticeship program (AB2019-210).

INTRODUCTION ITEMS

- 7. AB2019-210 ORDINANCE AMENDING WHATCOM COUNTY CODE TITLE 3, CREATING A LOCAL EMPLOYEE AND APPRENTICESHIP PROGRAM**

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Councilmembers discussed problems with and benefits of labor unions and apprenticeship thresholds, the possibility of phasing in different apprenticeship thresholds, registered programs, the capacity for taking on apprentices, how non-union shops would hire apprentices, and whether senior journeymen would have to be fired to accommodate 15 percent apprentices.

Trevor Smith answered questions.

Byrd moved to refer to Public Works Committee in two weeks.

The motion was seconded.

Councilmembers discussed continuing discussion in Public Works Committee versus the Committee of the Whole.

Brenner moved to call the question.

The motion to call the question was seconded.

The motion to call the question carried by the following vote:

Ayes: Brenner, Buchanan, Byrd, Donovan, Frazey, and Sidhu (6)

Nays: Browne (1)

The motion to refer to Public Works Committee carried by the following vote:

Ayes: Brenner, Buchanan, Byrd, Donovan, Frazey, and Sidhu (6)

Nays: Browne (1)

CONSENT AGENDA

Sidhu reported for the Finance and Administrative Services Committee and **moved** to accept Consent Agenda items one through four.

Brenner withdrew item three.

The motion to approve Consent Agenda items one, two, and four carried by the following vote:

Ayes: Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)

Nays: None (0)

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**
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**

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- 1
2 3. **AB2019-195 REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO**
3 **ENTER INTO A CONTRACT BETWEEN WHATCOM COUNTY AND CASCADIA**
4 **LAW GROUP, PLCC TO DEVELOP SPECIFIC TEXT AMENDMENTS TO THE**
5 **WHATCOM COUNTY COMPREHENSIVE PLAN AND WHATCOM COUNTY CODE**
6 **(WCC) THAT IMPLEMENT AND ARE CONSISTENT WITH THE PROVISIONS OF**
7 **RESOLUTION NO.2019-004**

8
9 **Sidhu** reported for the Finance and Administrative Services Committee and ***moved***
10 to approve the request.

11
12 The motion was seconded.

13
14 Councilmembers discussed the objectivity of the contractor, transparency, the source
15 of the funding for the contract's cost, and the next step in the process once approved.

16
17 The motion carried by the following vote:

18 **Ayes:** Browne, Buchanan, Donovan, Frazey, and Sidhu (5)

19 **Nays:** Brenner and Byrd (2)
20

- 21 4. **AB2019-206 REQUEST APPROVAL FOR THE COUNTY EXECUTIVE TO AWARD**
22 **RFP #19-12, AND AUTHORIZATION TO ENTER INTO A 36-MONTH LEASE**
23 **WITH MARPLE FLEET LEASING FOR LEASING FOUR VEHICLES FOR THE**
24 **SHERIFF'S OFFICE, IN THE AMOUNT OF \$71,704.12**
25

26
27 **OTHER ITEMS**
28

- 29 1. **AB2019-216 RESOLUTION SUPPORTING FUNDING FOR STEWARDSHIP**
30 **FORESTER POSITIONS IN THE DEPARTMENT OF NATURAL RESOURCES**
31 **SMALL FOREST LANDOWNER OFFICE**
32

33 **Donovan** reported for the Natural Resources Committee and ***moved*** to approve the
34 resolution.

35
36 The motion carried by the following vote:

37 **Ayes:** Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)

38 **Nays:** None (0)
39

- 40 2. **AB2019-176 ORDINANCE AMENDING THE FERRY SYSTEM PETTY CASH**
41 **REVOLVING FUND FROM \$1800 TO \$3300**
42

43 **Sidhu** reported for the Finance and Administrative Services Committee and ***moved***
44 to adopt the ordinance.

45
46 The motion carried by the following vote:

47 **Ayes:** Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)

48 **Nays:** None (0)
49

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1 **3. AB2019-184 ORDINANCE AMENDING THE PROJECT BUDGET FOR THE**
2 **EAST WHATCOM REGIONAL RESOURCE CENTER EXPANSION PROJECT, IN**
3 **THE AMOUNT OF \$115,000**

4
5 **Sidhu** reported for the Finance and Administrative Services Committee and ***moved***
6 to adopt the ordinance.

7
8 The motion carried by the following vote:

9 **Ayes:** Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)

10 **Nays:** None (0)

11
12 **4. AB2019-187 ORDINANCE AMENDING WHATCOM COUNTY CODE CHAPTER**
13 **2.128, BUSINESS AND COMMERCE ADVISORY COMMITTEE, TO AMEND**
14 **MEMBERSHIP**

15
16 **Sidhu** reported for the Finance and Administrative Services Committee and ***moved***
17 to adopt the substitute ordinance.

18
19 The motion carried by the following vote:

20 **Ayes:** Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)

21 **Nays:** None (0)

22
23 **5. AB2019-189 REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO**
24 **ENTER INTO A CONTRACT BETWEEN WHATCOM COUNTY AND PACIFIC CM**
25 **LLC FOR MATERIAL SAMPLE COLLECTION, ON-SITE MATERIAL INSPECTION,**
26 **ON-SITE CONSTRUCTION INSPECTION, CONCRETE TESTING, HOT MIX**
27 **ASPHALT (HMA), AGGREGATES AND OTHER CONSTRUCTION MATERIALS,**
28 **FOR VARIOUS PROJECTS, IN THE AMOUNT NOT TO EXCEED \$200,000**

29
30 **Sidhu** reported for the Finance and Administrative Services Committee and ***moved***
31 to approve the request.

32
33 The motion carried by the following vote:

34 **Ayes:** Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)

35 **Nays:** None (0)

36
37 **6. AB2019-209 APPROVAL OF LETTER IN SUPPORT OF RETAINING THE**
38 **ALASKA MARINE HIGHWAY SYSTEM BETWEEN BELLINGHAM AND ALASKA**

39
40 **Buchanan moved** to approve the letter.

41
42 The motion was seconded.

43
44 The motion carried by the following vote:

45 **Ayes:** Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)

46 **Nays:** None (0)

47
48 **7. AB2019-161 RESOLUTION CELEBRATING APRIL AS A MONTH OF SIKH**
49 **AWARENESS AND APPRECIATION IN WHATCOM COUNTY**

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1 Sidhu reported on the process for developing the draft resolution.

2
3 **Buchanan moved** to approve the substitute resolution.

4
5 The motion was seconded.

6
7 **Donovan moved** to amend to correct a typo in the sixth Whereas statement,
8 "...State **County**...."

9
10 The motion to amend was seconded.

11 The motion to amend carried by the following vote:

12 **Ayes:** Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)

13 **Nays:** None (0)

14
15
16 Councilmembers discussed keeping government and religion separate, despite
17 supporting the Sikh community.

18
19 The motion to approve as amended carried by the following vote:

20 **Ayes:** Brenner, Browne, Buchanan, Byrd, Donovan, and Sidhu (6)

21 **Nays:** None (0)

22 **Abstains:** Frazey (1)

23 24 25 EXECUTIVE APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES

- 26
27 1. **AB2019-205 REQUEST CONFIRMATION OF COUNTY EXECUTIVE'S**
28 **APPOINTMENT OF DAVE FINET TO THE WHATCOM COUNTY HOUSING**
29 **AUTHORITY BOARD OF COMMISSIONERS AND FOR INFORMATION, THE**
30 **COUNTY EXECUTIVE CONCURS WITH MAYOR LINVILLE'S APPOINTMENT OF**
31 **STEPHEN GOCKLEY TO THE BELLINGHAM HOUSING AUTHORITY BOARD OF**
32 **COMMISSIONERS**

33
34 **Brenner moved** to confirm the appointment.

35
36 The motion was seconded.

37
38 The motion carried by the following vote:

39 **Ayes:** Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)

40 **Nays:** None (0)

41 42 43 INTRODUCTION ITEMS

44
45 **Buchanan moved** to accept Introduction Items one through six and eight.

46
47 The motion was seconded.

48
49 Tyler Schroeder, Executive's Office, answered questions about the budget
50 supplemental process.

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Councilmembers discussed whether or not to introduce item eight before having a discussion in committee.

Byrd withdrew item eight.

The motion to accept Introduction Items one through six carried by the following vote:

Ayes: Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)

Nays: None (0)

1. **AB2019-179 ORDINANCE AMENDING WCC 2.120.040 MEMBERSHIP- TERM OF OFFICE FOR SURFACE MINING ADVISORY COMMITTEE**
2. **AB2019-190 ORDINANCE ESTABLISHING TEMPORARY INSTALLATION OF STOP SIGNS DURING CONSTRUCTION OF THE WEST BADGER ROAD/BERTRAND CREEK BRIDGE NO 50 REPLACEMENT PROJECT**
3. **AB2019-201 ORDINANCE AMENDING THE 2019 WHATCOM COUNTY BUDGET, REQUEST NO. 5, IN THE AMOUNT OF \$1,613,991**
4. **AB2019-202 ORDINANCE AMENDING THE PROJECT BUDGET FOR THE JAIL IMPROVEMENT FUND, REQUEST NO. 4**
5. **AB2019-203 ORDINANCE AMENDING THE PROJECT BUDGET FOR THE NEW JAIL FUND 2013-2014, REQUEST NO. 4**
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 ROBERS TRANSITIONAL ZONE (TZ) DISTRICTS**
8. **ORDINANCE AMENDING THE 2019 WHATCOM COUNTY BUDGET, SIXTH REQUEST, IN THE AMOUNT OF \$836,000**

Byrd moved to hold in Council.

The motion was seconded.

Councilmembers discussed problems with and benefits of moving forward with Plantation Rifle Range facility repairs versus allowing a private organization to take over the facility and whether or not to delay introduction.

Byrd withdrew his motion to hold in Council.

Buchanan moved to accept the Introduction Item.

The motion was seconded.

The motion carried by the following vote:

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Ayes: Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)
Nays: None (0)

COMMITTEE REPORTS, OTHER ITEMS, AND COUNCILMEMBER UPDATES

Committee chairs reported on committee discussions.

Buchanan reported on referring the proposed ordinance to amend WCC 1.28 to the Incarceration Prevention and Reduction Task Force and asked for clarity on what the Council would like the Task Force to do.

Councilmembers discussed the Council's expectations of the Task Force when discussing the Sheriff's Office proposal to repeal and replace WCC 1.28; how other jurisdictions define their operational standards, policies, and procedures; and operational standards versus facility standards.

Councilmembers gave updates on recent activities and upcoming events.

ADJOURN

The meeting adjourned at 9:25 p.m.

The County Council approved these minutes on _____, 2019.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Council Clerk

Rud Browne, Council Chair

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: MIN2019-036

File ID:	MIN2019-036	Version:	1	Status:	Agenda Ready
File Created:	05/03/2019	Entered by:	JNixon@co.whatcom.wa.us		
Department:	Council Office	File Type:	Minutes Consent		
First Assigned to:	Council				
Agenda Date:	05/21/2019	Next Mtg. Date:		Hearing Date:	

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

TITLE FOR AGENDA ITEM:

Surface Water Work Session for April 16, 2019

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Surface Water Work Session April 16 2019.pdf

Final Action:
Enactment Date:
Enactment #:

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Whatcom County Council
Surface Water Work Session

April 16, 2019

CALL TO ORDER

Council Vice-Chair Todd Donovan called the meeting to order at 10:30 a.m. in the Civic Center Garden Level Conference Room, 322 Commercial Avenue, Bellingham, Washington.

ROLL CALL

Present: Barbara Brenner, Barry Buchanan, Tyler Byrd, Todd Donovan, and Carol Frazey.

Absent: Rud Browne and Satpal Sidhu

WATERSHED PLANNING UPDATE

Gary Stoyka, Public Works Department, gave a staff report on:

- The Watershed Management Board schedule, five-year work plan, and ideas to make the Board more functional, which may include outreach, an annual report, simplifying the structure, and having a coordinator/manager.
- The Department of Ecology pre-proposal ruling for the 6091 legislation to start rule-making, a summary of the proposal, an upcoming meeting schedule to discuss the pre-proposal ruling, and the deadline for the final rule.
- Planning Unit meeting schedule, next steps, five-year work plan, and amending the 2005 watershed management plan.

The following people spoke:

- Heather Good, Public Works Department
- Dan Eisses, Planning Unit Member
- Carol Perry

PRESENTATION OF PUBLIC WORKS NATURAL RESOURCES 2018 ANNUAL REPORT

Gary Stoyka, Public Works Department, gave a presentation and answered questions.

Councilmembers and staff discussed eradicating invasive species, grant funding for the Pollution Identification and Control (PIC) Program, upgrades to shellfish beds, Lake Whatcom Management Plan easement requirements, salmon recovery efforts in flood projects, the culvert replacement program, and salmon levels in streams.

**OVERVIEW OF FUNDING STUDY AND INTRODUCTION OF LAKE WHATCOM
STORMWATER UTILITY RATE RECOMMENDATION**

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1 Gary Stoyka, Public Works Department, submitted and read from a presentation and
2 handouts (*on file*) and answered questions. More information from the consultant will be
3 provided at the next Surface Water Work Session meeting.
4

5 Councilmembers and staff discussed the rate appeal process, the need for rate
6 credits, not adding to the cost of building a new home, how private driveways and roads are
7 calculated, annual rate adjustments, and how projects by homeowners' associations may be
8 factored into the rate calculation.
9

10 Larry Brown, Sudden Valley Community Association, spoke about the advisory
11 committee discussions.
12

13
14 **ADJOURN**
15

16 The meeting adjourned at 12:07 p.m.
17

18 The Council approved these minutes on _____, 2019.
19

20 ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

21
22
23
24
25 _____
26 Dana Brown-Davis, Council Clerk

Rud Browne, Council Chair

27
28
29
30 _____
31 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: MIN2019-037

File ID:	MIN2019-037	Version:	1	Status:	Agenda Ready
File Created:	05/03/2019	Entered by:	JNixon@co.whatcom.wa.us		
Department:	Council Office	File Type:	Minutes Consent		
First Assigned to:	Council				
Agenda Date:	05/21/2019	Next Mtg. Date:		Hearing Date:	

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

TITLE FOR AGENDA ITEM:

Committee of the Whole for April 23, 2019

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Committee of the Whole for April 23 2019.pdf

Final Action:
Enactment Date:
Enactment #:

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WHATCOM COUNTY COUNCIL
Committee Of The Whole

April 23, 2019

CALL TO ORDER

Council Chair Rud Browne called the meeting to order at 1:05 p.m. in the Council Conference Room, 311 Grand Avenue, Bellingham, Washington.

ROLL CALL

Present: Barbara Brenner, Rud Browne, Barry Buchanan, Tyler Byrd, and Carol Frazey

Absent: Todd Donovan and Satpal Sidhu

COMMITTEE DISCUSSION

1. AB2019-222 DISCUSSION REGARDING A POTENTIAL PROPERTY ACQUISITION FOR THE FLOOD CONTROL ZONE DISTRICT

Attorney Present: None

Browne stated that discussion of agenda item one may take place in executive session pursuant to 42.30.110 (1) (b). Executive session will conclude no later than 1:30 p.m. If the meeting extends beyond the stated conclusion time, he will step out of the meeting to make a public announcement.

Buchanan moved to go into executive session until no later than 1:30 p.m. to discuss the agenda items pursuant to RCW citations as announced by the Council Chair. The motion was seconded.

The motion carried by the following vote:

Ayes: Brenner, Browne, Buchanan, Byrd, and Frazey (5)

Nays: None (0)

Absent: Sidhu and Donovan (2)

OTHER BUSINESS

ADJOURN

The meeting adjourned at 1:17 p.m.

The Council approved these minutes on _____ 2019.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

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9

Dana Brown-Davis, Council Clerk

Rud Browne, Council Chair

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: MIN2019-038

File ID:	MIN2019-038	Version:	1	Status:	Agenda Ready
File Created:	05/03/2019	Entered by:	JNixon@co.whatcom.wa.us		
Department:	Council Office	File Type:	Minutes Consent		
First Assigned to:	Council				
Agenda Date:	05/21/2019	Next Mtg. Date:		Hearing Date:	

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

TITLE FOR AGENDA ITEM:

Regular County Council for April 23, 2019

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
-------	--------------	---------	----------

Attachments: County Council for April 23 2019.pdf

Final Action:
Enactment Date:
Enactment #:

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WHATCOM COUNTY COUNCIL
Regular County Council Meeting

April 23, 2019

CALL TO ORDER

Council Chair Rud Browne called the meeting to order at 7:00 p.m. in the Council Chambers, 311 Grand Avenue, Bellingham, Washington.

ROLL CALL

Present: Barbara Brenner, Rud Browne, Barry Buchanan, Tyler Byrd, Carol Frazey, and Satpal Sidhu.

Absent: Todd Donovan

FLAG SALUTE

ANNOUNCEMENTS

MINUTES CONSENT

1. MIN2019-032 BOARD OF HEALTH FOR APRIL 2, 2019

Brenner moved to approve the Minutes Consent item.

The motion was seconded.

The motion carried by the following vote:

Ayes: Brenner, Browne, Buchanan, Byrd, Frazey, and Sidhu (6)

Nays: None (0)

Absent: Donovan (1)

SPECIAL PRESENTATION

1. AB2019-252 COUNTY EXECUTIVE JACK LOUWS WILL PRESENT HIS STATE OF THE COUNTY ADDRESS

Jack Louws, County Executive, reported on the state of Whatcom County, his accomplishments as County Executive, and future challenges that need to be solved.

PUBLIC HEARINGS

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1 **1. AB2019-190 ORDINANCE ESTABLISHING TEMPORARY INSTALLATION OF**
2 **STOP SIGNS DURING CONSTRUCTION OF THE WEST BADGER**
3 **ROAD/BERTRAND CREEK BRIDGE NO 50 REPLACEMENT PROJECT**

4
5 Browne opened the public hearing, and hearing no one, closed the public hearing.

6
7 ***Brenner moved*** to adopt the ordinance.

8
9 The motion was seconded.

10
11 The motion carried by the following vote:

12 **Ayes:** Brenner, Browne, Buchanan, Byrd, Frazey, and Sidhu (6)

13 **Nays:** None (0)

14 **Absent:** Donovan (1)

15
16
17 **2. AB2019-207 ORDINANCE ADOPTING AMENDMENTS TO WCC TITLE 20**
18 **ZONING, AMENDING THE LOT COVERAGE LIMITS FOR PUBLIC COMMUNITY**
19 **FACILITIES IN THE RESIDENTIAL RURAL (RR), RURAL (R), AND POINT**
20 **ROBERS TRANSITIONAL ZONE (TZ) DISTRICTS**

21
22 Browne opened the public hearing, and the following person spoke:

23
24 Mary Sewright, Mt. Baker School District Superintendent, spoke in support of the
25 ordinance.

26
27 Hearing no one else, Browne closed the public hearing.

28
29 ***Byrd moved*** to adopt the ordinance.

30
31 The motion was seconded.

32
33 The motion carried by the following vote:

34 **Ayes:** Brenner, Browne, Buchanan, Byrd, Frazey, and Sidhu (6)

35 **Nays:** None (0)

36 **Absent:** Donovan (1)

37
38
39 **OPEN SESSION**

40
41 The following people spoke:

- 42 • Bob Burr spoke about climate change and declaring a climate emergency.
- 43 • Yoshi Ravelle spoke about the climate crisis.
- 44 • Rachel Wall spoke about her experience at the winter haven homeless camp.
- 45 • Doug (*No last name given*), Homes Now, spoke about homeless issues in the
- 46 community.
- 47 • Jim Peterson, Homes Now, spoke about his request for assistance for his tiny
- 48 home project.

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- Rob Bartell submitted a handout (*on file*) and spoke about the proposed ordinance creating a local employee and apprenticeship program (AB2019-210) and answered questions about his training as an electrician.
- Rhayma Blake, Lummi Island Ferry Advisory Committee, spoke about the Lummi Island ferry replacement project and AB2019-223, Whatcom County Comprehensive Plan amendments concerning the Lummi Island Ferry.
- Bob Gay spoke about the proposed ordinance creating a local employee and apprenticeship program (AB2019-210) and answered questions about state requirements for apprenticeship.
- Patrick Alesse spoke about public disclosure and the need for people to listen to each other.
- James Demerest spoke about the proposed ordinance creating a local employee and apprenticeship program (AB2019-210).
- Greg Markle and Todd Epps, Custer Sportsman's Club, spoke about the possibility of running the Plantation Rifle Range.

Councilmembers and the Custer Sportsman's Club representatives spoke about collaborating on the potential operations of the Plantation Rifle Range to make it run more efficiently.

CONSENT AGENDA

Sidhu reported for the Council Finance and Administrative Services Committee and **moved** to approve Consent Agenda items one through seven.

The motion carried by the following vote:

Ayes: Brenner, Browne, Buchanan, Byrd, Frazey, and Sidhu (6)

Nays: None (0)

Absent: Donovan (1)

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**
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**
3. **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**
4. **AB2019-238 REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO THE 2019-2020 COLLECTIVE BARGAINING AGREEMENT**

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BETWEEN WHATCOM COUNTY AND WASHINGTON STATE NURSES ASSOCIATION

5. **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**
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**
7. **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**

OTHER ITEMS

1. **AB2019-179 ORDINANCE AMENDING WCC 2.120.040 MEMBERSHIP- TERM OF OFFICE FOR SURFACE MINING ADVISORY COMMITTEE**

Buchanan reported for the Council Natural Resources Committee and **moved** to adopt the ordinance.

The motion carried by the following vote:

Ayes: Brenner, Browne, Buchanan, Byrd, Frazey, and Sidhu (6)

Nays: None (0)

Absent: Donovan (1)

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)**

Sidhu reported for the Council Finance and Administrative Services Committee and **moved** to approve the request.

The motion carried by the following vote:

Ayes: Brenner, Browne, Buchanan, Byrd, Frazey, and Sidhu (6)

Nays: None (0)

Absent: Donovan (1)

3. **AB2019-201 ORDINANCE AMENDING THE 2019 WHATCOM COUNTY BUDGET, REQUEST NO. 5, IN THE AMOUNT OF \$1,613,991**

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1 **Sidhu** reported for the Council Finance and Administrative Services Committee and
2 **moved** to adopt the ordinance.
3

4 The motion carried by the following vote:

5 **Ayes:** Brenner, Browne, Buchanan, Byrd, Frazey, and Sidhu (6)

6 **Nays:** None (0)

7 **Absent:** Donovan (1)
8

9 **4. AB2019-202 ORDINANCE AMENDING THE PROJECT BUDGET FOR THE**
10 **JAIL IMPROVEMENT FUND, REQUEST NO. 4**
11

12 **Sidhu** reported for the Council Finance and Administrative Services Committee and
13 **moved** to adopt the ordinance.
14

15 The motion carried by the following vote:

16 **Ayes:** Brenner, Browne, Buchanan, Byrd, Frazey, and Sidhu (6)

17 **Nays:** None (0)

18 **Absent:** Donovan (1)
19

20 **5. AB2019-203 ORDINANCE AMENDING THE PROJECT BUDGET FOR THE**
21 **NEW JAIL FUND 2013-2014, REQUEST NO. 4**
22

23 **Sidhu** reported for the Council Finance and Administrative Services Committee and
24 **moved** to adopt the ordinance.
25

26 The motion carried by the following vote:

27 **Ayes:** Brenner, Browne, Buchanan, Byrd, Frazey, and Sidhu (6)

28 **Nays:** None (0)

29 **Absent:** Donovan (1)
30

31 **6. AB2019-220 ORDINANCE AMENDING THE 2019 WHATCOM COUNTY**
32 **BUDGET, SIXTH REQUEST, IN THE AMOUNT OF \$836,000**
33

34 **Sidhu** reported for the Council Finance and Administrative Services Committee and
35 **moved** to adopt the ordinance.
36

37 The motion carried by the following vote:

38 **Ayes:** Brenner, Browne, Buchanan, Byrd, and Sidhu (5)

39 **Nays:** Frazey (1)

40 **Absent:** Donovan (1)
41

42 **7. AB2019-211 REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE**
43 **TO ENTER INTO AN INTERLOCAL AGREEMENT BETWEEN WHATCOM COUNTY**
44 **AND NORTH SOUND BEHAVIORAL HEALTH ORGANIZATION TO PROVIDE**
45 **MATCH FUNDS FOR CONTINUING THE PROJECTS FOR ASSISTANCE IN**
46 **TRANSITION FROM HOMELESSNESS (PATH) FEDERAL GRANT ACTIVITIES IN**
47 **WHATCOM COUNTY, IN THE AMOUNT OF \$75,469**
48

49 **Sidhu** reported for the Council Finance and Administrative Services Committee and
50 stated this item is held in committee.

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1
2 8. AB2019-218 REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO
3 ENTER INTO AN INTERLOCAL AGREEMENT BETWEEN WHATCOM COUNTY
4 AND NORTH SOUND BEHAVIORAL HEALTH ADMINISTRATIVE SERVICES
5 ORGANIZATION FOR PARTICIPATION IN THE INTEGRATED CARE NETWORK
6 TO PROVIDE BEHAVIORAL HEALTH SERVICES IN THE NORTH SOUND
7 REGIONAL SERVICE AREA
8

9 *Sidhu* reported for the Council Finance and Administrative Services Committee and
10 *moved* to approve the request.
11

12 The motion carried by the following vote:

13 **Ayes:** Brenner, Browne, Buchanan, Byrd, Frazey, and Sidhu (6)

14 **Nays:** None (0)

15 **Absent:** Donovan (1)
16

17 9. AB2019-221 REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO
18 ENTER INTO AN INTERLOCAL AGREEMENT BETWEEN WHATCOM COUNTY
19 AND SKAGIT COUNTY FOR SKAGIT COUNTY'S ADMINISTRATION OF THE
20 HOUSING COMMUNITY DEVELOPMENT BLOCK GRANT, IN THE AMOUNT OF
21 \$2,000
22

23 *Sidhu* reported for the Council Finance and Administrative Services Committee and
24 *moved* to approve the request.
25

26 The motion carried by the following vote:

27 **Ayes:** Brenner, Browne, Buchanan, Byrd, Frazey, and Sidhu (6)

28 **Nays:** None (0)

29 **Absent:** Donovan (1)
30

31 10. AB2019-239 RESOLUTION OF THE WHATCOM COUNTY COUNCIL UPDATING
32 THE APPENDIX OF THE 2015 COMPREHENSIVE ECONOMIC DEVELOPMENT
33 STRATEGY (CEDs)
34

35 *Sidhu* reported for the Council Finance and Administrative Services Committee and
36 *moved* to approve the resolution.
37

38 Brenner referenced the approved motion in Committee to amend the language on
39 the Northwest Annex, "repair/replace"
40

41 *Sidhu accepted the Committee amendment as a friendly amendment*, to
42 approve the amended version.
43

44 The motion to approve with an amendment carried by the following vote:

45 **Ayes:** Brenner, Browne, Buchanan, Byrd, Frazey, and Sidhu (6)

46 **Nays:** None (0)

47 **Absent:** Donovan (1)
48

49 11. AB2019-253 RESOLUTION SUPPORTING FARE SHARE FUNDING BILLS
50 BEFORE THE LEGISLATURE

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1
2 **Buchanan moved** to approve the resolution.
3

4 The motion was seconded.
5

6 The motion carried by the following vote:

7 **Ayes:** Brenner, Browne, Buchanan, Byrd, Frazey, and Sidhu (6)

8 **Nays:** None (0)

9 **Absent:** Donovan (1)
10
11

12 COMMITTEE REPORTS, OTHER ITEMS, AND COUNCILMEMBER UPDATES

13 14 1. **AB2019-222 DISCUSSION REGARDING A POTENTIAL PROPERTY** 15 **ACQUISITION FOR THE FLOOD CONTROL ZONE DISTRICT**

16
17 **Frazey** reported for the Committee of the Whole meeting and **moved** to authorize
18 the County Executive, acting on behalf of the Whatcom County Flood Control Zone District
19 Board of Supervisors to move forward with and complete acquisition of three properties, as
20 long as the purchase price of the three properties does not exceed the amount discussed in
21 executive session.
22

23 The motion was seconded.
24

25 The motion carried by the following vote:

26 **Ayes:** Brenner, Browne, Buchanan, Byrd, Frazey, and Sidhu (6)

27 **Nays:** None (0)

28 **Absent:** Donovan (1)
29
30

31 EXECUTIVE APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES

32 33 1. **AB2019-224 REQUEST CONFIRMATION OF EXECUTIVE LOUWS** 34 **REAPPOINTMENT OF ARLENE FELD TO THE NORTH SOUND BEHAVIORAL** 35 **HEALTH ORGANIZATION ADVISORY BOARD**

36
37 **Brenner moved** to confirm the request.
38

39 The motion was seconded.
40

41 The motion carried by the following vote:

42 **Ayes:** Brenner, Browne, Buchanan, Byrd, Frazey, and Sidhu (6)

43 **Nays:** None (0)

44 **Absent:** Donovan (1)
45

46 2. **AB2019-234 REQUEST CONFIRMATION OF THE COUNTY EXECUTIVE'S** 47 **APPOINTMENT OF MICHAEL PARKER TO THE WHATCOM COUNTY HOUSING** 48 **ADVISORY COMMITTEE**

49
50 **Buchanan moved** to confirm the request.

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1
2 The motion was seconded.
3

4 The motion carried by the following vote:

5 **Ayes:** Brenner, Browne, Buchanan, Byrd, Frazey, and Sidhu (6)

6 **Nays:** None (0)

7 **Absent:** Donovan (1)
8
9

10 INTRODUCTION ITEMS

11
12 ***Brenner moved*** to accept Introduction Items one through six.
13

14 The motion was seconded.
15

16 The motion carried by the following vote:

17 **Ayes:** Brenner, Browne, Buchanan, Byrd, Frazey, and Sidhu (6)

18 **Nays:** None (0)

19 **Absent:** Donovan (1)
20

- 21 1. **AB2019-223 WHATCOM COUNTY COMPREHENSIVE PLAN AMENDMENTS**
22 **CONCERNING THE LUMMI ISLAND FERRY; THE PROPOSAL WOULD MODIFY A**
23 **POLICY RELATING TO FERRY LEVEL OF SERVICE AND DELETE A POLICY**
24 **RELATING TO A FERRY FEASIBILITY STUDY**
25
- 26 2. **AB2019-248 ORDINANCE AMENDING THE WHATCOM COUNTY**
27 **UNIFIED FEE SCHEDULE TO INCLUDE LANGUAGE REGARDING REDUCING**
28 **RECIDIVISM, JOB LOSS, AND EDUCATION DISRUPTION CAUSED BY LOW**
29 **INCOME COUNTY RESIDENTS SERVING JAIL TIME IN OTHER**
30 **JURISDICTIONS BY ALLOWING THEM TO CONTINUE TO ATTEND SCHOOL OR**
31 **WORK IF THE OFFENSE ALLOWS FOR DAY RELEASE IN WHATCOM COUNTY**
32
- 33 3. **AB2019-200 RECEIPT OF APPLICATION FOR THE SOLID WASTE ADVISORY**
34 **COMMITTEE, BUSINESS/INDUSTRY REPRESENTATIVE, PARTIAL TERM**
35 **ENDING 1/31/2020, APPLICANT: RODD PEMBLE (COMMITTEE PROVIDES**
36 **ONGOING PUBLIC INPUT AND ADVISE TO WHATCOM COUNTY ON SOLID**
37 **WASTE MANAGEMENT ISSUES) (APPLICATION DEADLINE FOR THIS**
38 **VACANCY IS 10 A.M. APRIL 30, 2019)**
39
- 40 4. **AB2019-235 RECEIPT OF APPLICATION FOR THE WILDLIFE ADVISORY**
41 **COMMITTEE, APPLICANT: TREVOR DELGADO (COMMITTEE ADVISES THE**
42 **WHATCOM COUNTY PLANNING AND DEVELOPMENT SERVICES**
43 **DEPARTMENT STAFF AND THE WHATCOM COUNTY COUNCIL ON THE VALUE**
44 **OF WILDLIFE AND HABITAT MANAGEMENT ISSUES AS THEY RELATE TO THE**
45 **WHATCOM COUNTY COMPREHENSIVE PLAN) (APPLICATION DEADLINE FOR**
46 **THIS VACANCY IS 10 A.M. APRIL 30, 2019)**
47
- 48 5. **AB2019-240 RECEIPT OF APPLICATION FOR THE SURFACE MINING**
49 **ADVISORY COMMITTEE, REPRESENTING FORESTRY, APPLICANT: AUBREY**
50 **STARGELL (COMMITTEE ADVISES THE WHATCOM COUNTY PLANNING AND**

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1 DEVELOPMENT SERVICES DEPARTMENT AND THE WHATCOM COUNTY
2 COUNCIL ON IMPLEMENTING A SURFACE MINING REGULATORY PROGRAM
3 CONSISTENT WITH THE COMPREHENSIVE PLAN) (APPLICATION DEADLINE
4 FOR THIS VACANCY IS 10:00 A.M. APRIL 30, 2019)
5

- 6 6. AB2019-242 RECEIPT OF APPLICATION FOR THE BUSINESS AND COMMERCE
7 ADVISORY COMMITTEE, REPRESENTING FOR-PROFIT, RETAIL, APPLICANT:
8 MR. DANA WEBER (COMMITTEE ADVISES THE WHATCOM COUNTY COUNCIL
9 ON ISSUES, INCLUDING REGULATIONS AND POLICIES THAT COULD IMPACT
10 LOCAL BUSINESSES, INDUSTRY, OR ECONOMIC DEVELOPMENT)
11 (APPLICATION DEADLINE FOR THIS VACANCY IS 10:00 A.M. APRIL 30,
12 2019)
13
14

15 COMMITTEE REPORTS, OTHER ITEMS, AND COUNCILMEMBER UPDATES

16

17 Committee Chairs gave reports on committee discussions.
18

- 19 1. AB2019-043 DISCUSSION/UPDATE ON PROPOSED ORDINANCE REPEALING
20 AND REPLACING WHATCOM COUNTY CODE 1.28, STANDARDS FOR
21 CORRECTIONAL FACILITIES
22

23 *Buchanan* reported for the Criminal Justice and Public Safety Committee and
24 *moved* to approve the request of the Prosecutor's Office to bring forward an ordinance in
25 two weeks that would temporarily suspend the current requirements and adopt the current
26 operation manuals for the next twelve months or until the committee can update the
27 guidelines.
28

29 The motion was seconded.
30

31 The motion carried by the following vote:

32 **Ayes:** Brenner, Browne, Buchanan, Byrd, Frazey, and Sidhu (6)

33 **Nays:** None (0)

34 **Absent:** Donovan (1)
35

36 Councilmembers discussed the proposed ordinance creating a local employee and
37 apprenticeship program (AB2019-210) and the best way to move forward with suggested
38 changes and funding for mental health services through the Health Care Authority and
39 Behavioral Health Organization.
40

41 Councilmembers gave updates on recent activities and upcoming events.
42
43

44 ADJOURN

45

46 The meeting adjourned at 9:20 p.m.
47

48 The County Council approved these minutes on _____, 2019.
49
50

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1 ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

2
3
4
5
6
7 _____
8 Dana Brown-Davis, Council Clerk

Rud Browne, Council Chair

9
10
11 _____
12 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: MIN2019-039

File ID:	MIN2019-039	Version:	1	Status:	Agenda Ready
File Created:	05/08/2019	Entered by:	JNixon@co.whatcom.wa.us		
Department:	Council Office	File Type:	Minutes Consent		
First Assigned to:	Council				
Agenda Date:	05/21/2019	Next Mtg. Date:		Hearing Date:	

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

TITLE FOR AGENDA ITEM:

Regular County Council for May 7, 2019

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
-------	--------------	---------	----------

Attachments: County Council for May 7 2019.pdf

Final Action:
Enactment Date:
Enactment #:

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WHATCOM COUNTY COUNCIL
Regular County Council Meeting

May 7, 2019

CALL TO ORDER

Council Chair Rud Browne called the meeting to order at 7:00 p.m. in the 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.

FLAG SALUTE

ANNOUNCEMENTS

PUBLIC HEARINGS

1. **AB2019-167 ORDINANCE GRANTING GLENHAVEN LAKES CLUB INC. A FRANCHISE AND THE RIGHT, PRIVILEGE, AND AUTHORITY THEREUNDER TO LOCATE, SET, ERECT, LAY, CONSTRUCT, EXTEND, SUPPORT, ATTACH, CONNECT, MAINTAIN, REPAIR, REPLACE, ENLARGE, OPERATE AND USE FACILITIES IN, UPON, OVER, UNDER, ALONG, ACROSS AND THROUGH THE FRANCHISE AREA TO ALLOW FOR THE PROVISION OF WATER SERVICES**

Browne opened the public hearing, and hearing no one, closed the public hearing.

Donovan moved to hold in Council until after consultation with legal counsel and to keep the public record open.

The motion was seconded.

Councilmembers discussed holding for more information.

(*inaudible*) Surratt, Glenhaven Lakes Water Association Water Manager, answered questions on the size of the water association.

The motion carried by the following vote:

Ayes: Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)

Nays: None (0)

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2. 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 (RECOMMENDED MOTION: FORWARD FOR CONCURRENT REVIEW. THIS ORDINANCE CANNOT BE ADOPTED THIS EVENING. THE COUNCIL MUST CONSIDER INITIATED COMPREHENSIVE PLAN AMENDMENTS CONCURRENTLY SO THAT THE CUMULATIVE EFFECT OF THE VARIOUS PROPOSALS CAN BE EVALUATED. ALL PROPOSED AMENDMENTS WILL BE SCHEDULED TOGETHER FOR FINAL ADOPTION AT A LATER DATE.)

Browne opened the public hearing, and the following person spoke:

Rhayma Blake, Lummi Island Ferry Advisory Committee, stated the committee recommends forwarding for concurrent review.

Hearing no one else, Browne closed the public hearing.

Donovan moved to forward for concurrent review.

The motion was seconded.

The motion carried by the following vote:

Ayes: Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)

Nays: None (0)

3. 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

Browne opened the public hearing, and hearing no one, closed the public hearing.

Byrd moved to adopt the ordinance.

The motion was seconded.

Browne gave a staff report.

The motion carried by the following vote:

Ayes: Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)

Nays: None (0)

OPEN SESSION

The following people spoke:

- Bob Burr spoke about declaring a climate emergency.

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- Dana Briggs spoke about declaring a climate emergency.
- Bob Gay spoke about the public participation plan (AB2019-255) regarding the Cherry Point proposed amendment.
- Rod Roth spoke about the public participation plan (AB2019-255) regarding the Cherry Point proposed amendment.
- Miguel Edmondson spoke about the proposed ordinance to require apprentices in County contracts.
- Luis Ergon spoke about the proposed ordinance to require apprentices in County contracts.
- James Demerest spoke about the proposed ordinance to require apprentices in County contracts.
- Ken (*inaudible*) spoke about the proposed annexation of the Alderwood community.
- Chris Watrobka spoke about the public participation plan (AB2019-255) regarding the Cherry Point proposed amendment.
- Patrick Alesse spoke about protecting the environment.
- Max Perry spoke about water issues and access to information.

Councilmembers spoke about the City of Bellingham sharing information regarding annexation plans.

OTHER ITEMS

1. AB2019-267 REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO AN AGREEMENT BETWEEN WHATCOM COUNTY AND COMPASS HEALTH AND T-MOBILE WEST LLC FOR THIRD AMENDMENT TO SITE EASEMENT WITH OPTIONS

Byrd reported for the Council Finance and Administrative Services Committee and **moved** to approve the request.

The motion carried by the following vote:

Ayes: Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)

Nays: None (0)

2. AB2019-250 REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER IN TO A COOPERATIVE AGREEMENT WITH THE US ARMY CORPS OF ENGINEERS FOR REPAIRS TO THE TWIN VIEW LEVEE ALONG THE LEFT BANK OF THE NOOKSACK RIVER NEAR THE TOWN OF EVERSON IN THE AMOUNT OF \$357,500 (COUNCIL ACTING AS THE WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT BOARD OF SUPERVISORS)

Byrd reported for the Council Finance and Administrative Services Committee and **moved** to approve the request.

The motion carried by the following vote:

Ayes: Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)

Nays: None (0)

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- 1 **3. AB2019-211 REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE**
2 **TO ENTER INTO AN INTERLOCAL AGREEMENT BETWEEN WHATCOM COUNTY**
3 **AND NORTH SOUND BEHAVIORAL HEALTH ORGANIZATION TO PROVIDE**
4 **MATCH FUNDS FOR CONTINUING THE PROJECTS FOR ASSISTANCE IN**
5 **TRANSITION FROM HOMELESSNESS (PATH) FEDERAL GRANT ACTIVITIES IN**
6 **WHATCOM COUNTY, IN THE AMOUNT OF \$75,469**

7
8 *Byrd* reported for the Council Finance and Administrative Services Committee and
9 *moved* to approve the request.

10
11 Councilmembers praised Health Department staff for bringing forward the
12 information requested.

13
14 The motion carried by the following vote:

15 **Ayes:** Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)

16 **Nays:** None (0)

- 17
18 **4. AB2019-254 REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE**
19 **TO AWARD BID #19-25 AND ENTER INTO A CONTRACT BETWEEN WHATCOM**
20 **COUNTY AND COWDEN, INC., FOR THE SUPPLY OF CRUSHED AGGREGATE TO**
21 **BE STOCKPILED AT VARIOUS WHATCOM COUNTY PIT SITES INCLUDING**
22 **POINT ROBERTS, LUMMI ISLAND AND WHATCOM COUNTY'S ABEL PIT AND**
23 **USED BY THE PUBLIC WORKS-MAINTENANCE AND OPERATIONS DIVISION**
24 **FOR THE ANNUAL CHIP SEALING PROGRAM; ADDITIONALLY, WORK SHALL**
25 **INCLUDE HAULING OF DITCHING WASTE MATERIAL FROM POINT ROBERTS**
26 **TO WHATCOM COUNTY MAINLAND, IN THE AMOUNT OF \$843,248.00**

27
28 *Byrd* reported for the Council Finance and Administrative Services Committee and
29 *moved* to approve the request.

30
31 The motion carried by the following vote:

32 **Ayes:** Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)

33 **Nays:** None (0)

- 34
35 **5. AB2019-273 REQUEST APPROVAL OF THE ECONOMIC DEVELOPMENT**
36 **INVESTMENT (EDI) BOARD'S RECOMMENDATIONS FOR FUNDING OF THE**
37 **PORT OF BELLINGHAM'S REQUEST FOR A GRANT IN THE AMOUNT OF**
38 **\$750,000, AND OF THE WHATCOM COUNTY SHERIFF'S REQUEST FOR A**
39 **GRANT IN THE AMOUNT OF \$515,000**

40
41 *Byrd* reported for the Council Finance and Administrative Services Committee.

42
43 *Donovan moved* to approve the request.

44
45 The motion was seconded.

46
47 Don Goldberg and Gina Stark, Port of Bellingham, reported on the project and
48 answered questions.

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Councilmembers discussed whether the rural broadband project is the best use of EDI funds, the importance of the Sheriff's Office project, adding infrastructure where private companies already have infrastructure, the EDI scoring mechanism, extending broadband internet service to the farthest area in east county, and for profit businesses that also provide a social benefit to the community.

Buchanan moved to amend the motion and to vote on the two items separately.

The motion to amend the motion was seconded.

The motion carried by the following vote:

Ayes: Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)

Nays: None (0)

Councilmembers and Port officials continued to discuss the location of the broadband infrastructure project, partnering with local internet providers, and working with the Public Utility District (PUD).

Browne moved to ask that the Port project add additional infrastructure in the form of Leg 4 from Kendall to Sumas through Nooksack and Leg 5 from Bellingham to Ferndale to Lummi. The motion was not seconded.

Donovan moved to approve the request for the Port of Bellingham project.

The motion was seconded.

The motion carried by the following vote:

Ayes: Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)

Nays: None (0)

Donovan moved to approve the request for the Sheriff's Office project.

The motion was seconded.

Jeff Parks, Sheriff's Office, answered questions on timeliness, the failing infrastructure, hiring a project manager to ensure the appropriate equipment is included, working with partnerships, first steps in the phased project, eligibility for federal grant funds, reaching out to British Columbia officials for interoperability, and whether it's appropriate to use EDI funds on the Sheriff's Office project.

The motion carried by the following vote:

Ayes: Brenner, Browne, Buchanan, Donovan, Frazey, and Sidhu (6)

Nays: Byrd (1)

6. AB2019-262 RESOLUTION IN THE MATTER OF CONSIDERING VACATION OF SAFSTEN ROAD

Brenner reported for the Public Works And Health Committee and **moved** to approve the resolution.

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1
2 The motion carried by the following vote:

3 **Ayes:** Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)

4 **Nays:** None (0)
5

6 **7. AB2019-266 CONSIDERATION OF CITIZEN APPEAL OF ADDRESS**
7 **CHANGE DUE TO ROAD NAMING REQUIREMENT**
8

9 Brenner reported for the Public Works and Health Committee.

10
11 Frank S. Tapley stated emergency services can find his location without any problem
12 and the requirement to rename roads is obsolete.
13

14 **Donovan moved** to accept the appeal and approve the request to not change the
15 address of Mr. Tapley's residence.
16

17 The motion was seconded.
18

19 The motion carried by the following vote:

20 **Ayes:** Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)

21 **Nays:** None (0)
22

23 **8. AB2019-255 REQUEST COUNTY COUNCIL REVIEW AND APPROVAL OF**
24 **THE PUBLIC PARTICIPATION PLAN FOR WHATCOM COUNTY**
25 **COMPREHENSIVE PLAN AND DEVELOPMENT REGULATIONS (THIS PLAN**
26 **WILL GUIDE PUBLIC PARTICIPATION EFFORTS RELATING TO**
27 **COMPREHENSIVE PLAN AND DEVELOPMENT REGULATION AMENDMENTS)**
28

29 **Byrd** reported for the Planning and Development Committee and **moved** to approve
30 the substitute request.
31

32 **Donovan moved** to amend to remove the Repeal of the Cherry Point Amendment
33 from the public participation plan.
34

35 The motion to amend was seconded.
36

37 The motion to amend carried by the following vote:

38 **Ayes:** Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)

39 **Nays:** None (0)
40

41 The motion to approve the substitute as amended carried by the following vote:

42 **Ayes:** Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)

43 **Nays:** None (0)
44
45

46 **COUNCIL APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES**
47

48 **1. AB2019-200 APPOINTMENT TO THE SOLID WASTE ADVISORY**
49 **COMMITTEE, BUSINESS/INDUSTRY REPRESENTATIVE, PARTIAL TERM**
50 **ENDING 1/31/2020, APPLICANT: RODD PEMBLE (COMMITTEE PROVIDES**

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1 **ONGOING PUBLIC INPUT AND ADVISE TO WHATCOM COUNTY ON SOLID**
2 **WASTE MANAGEMENT ISSUES)**

3
4 *Brenner moved* to appoint Rodd Pemble.

5
6 The motion was seconded.

7
8 The motion carried by the following vote:

9 **Ayes:** Brenner, Browne, Buchanan, Donovan, Frazey, and Sidhu (6)

10 **Nays:** None (0)

11 **Absent:** Byrd (out of the room) (1)

12
13 2. **AB2019-235 APPOINTMENT TO THE WILDLIFE ADVISORY**
14 **COMMITTEE, APPLICANT: TREVOR DELGADO (COMMITTEE ADVISES THE**
15 **WHATCOM COUNTY PLANNING AND DEVELOPMENT SERVICES DEPARTMENT**
16 **STAFF AND THE WHATCOM COUNTY COUNCIL ON THE VALUE OF WILDLIFE**
17 **AND HABITAT MANAGEMENT ISSUES AS THEY RELATE TO THE WHATCOM**
18 **COUNTY COMPREHENSIVE PLAN)**

19
20 *Donovan moved* to appoint Trevor Delgado.

21
22 The motion was seconded.

23
24 The motion carried by the following vote:

25 **Ayes:** Brenner, Browne, Buchanan, Donovan, Frazey, and Sidhu (6)

26 **Nays:** None (0)

27 **Absent:** Byrd (out of the room) (1)

28
29 3. **AB2019-240 APPOINTMENT TO THE SURFACE MINING ADVISORY**
30 **COMMITTEE, REPRESENTING FORESTRY, APPLICANT: AUBREY STARGELL**
31 **(COMMITTEE ADVISES THE WHATCOM COUNTY PLANNING AND**
32 **DEVELOPMENT SERVICES DEPARTMENT AND THE WHATCOM COUNTY**
33 **COUNCIL ON IMPLEMENTING A SURFACE MINING REGULATORY PROGRAM**
34 **CONSISTENT WITH THE COMPREHENSIVE PLAN)**

35
36 *Brenner moved* to appoint Aubrey Stargell.

37
38 The motion was seconded.

39
40 The motion carried by the following vote:

41 **Ayes:** Brenner, Browne, Buchanan, Donovan, Frazey, and Sidhu (6)

42 **Nays:** None (0)

43 **Absent:** Byrd (out of the room) (1)

44
45 4. **AB2019-242 APPOINTMENT TO FILL ONE VACANCY ON THE BUSINESS**
46 **AND COMMERCE ADVISORY COMMITTEE, REPRESENTING FOR-PROFIT,**
47 **APPLICANTS: MR. DANA WEBER, MS. VALERI WADE, AND SARAH**
48 **ROTHENBUHLER (NO TWO APPOINTED MEMBERS MAY REPRESENT OR BE**
49 **EMPLOYED BY THE SAME COMPANY OR ORGANIZATION)**

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Councilmembers discussed whether or not to consider a representative from a non-profit agency.

Donovan moved to nominate all applicants.

The motion to nominate and consider all applicants carried by the following vote:

Ayes: Buchanan, Donovan, Frazey, and Sidhu (4)

Nays: Brenner, Browne, and Byrd (3)

Buchanan voted for Ingram.

Frazey voted for Wade.

Brenner voted for Rothenbuhler.

Browne voted for Rothenbuhler.

Donovan voted for Ingram.

Byrd voted for Rothenbuhler.

Sidhu voted for Rothenbuhler.

The Council appointed Sarah Rothenbuhler.

INTRODUCTION ITEMS

Buchanan moved to accept Introduction Items one through seven.

The motion was seconded.

Councilmembers discussed the next steps for the last Introduction Item, AB2019-285.

Buchanan withdrew item seven.

The motion to introduce items one through six carried by the following vote:

Ayes: Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)

Nays: None (0)

1. **AB2019-249 ORDINANCE AMENDING WHATCOM COUNTY CODE TO RESTRUCTURE THE PUBLIC HEALTH ADVISORY BOARD**
2. **AB2019-263 ORDINANCE AMENDING THE 2019 WHATCOM COUNTY BUDGET, REQUEST NO. 7, IN THE AMOUNT OF \$907,787**
3. **AB2019-265 ORDINANCE AMENDING THE PROJECT BUDGET FOR THE PUBLIC SAFETY RADIO SYSTEM FUND, REQUEST NO. 1**

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.

- 1 4. AB2019-261 RECEIPT OF APPLICATION FOR THE BUSINESS AND
2 COMMERCE ADVISORY COMMITTEE, REPRESENTING HEALTH CARE
3 INDUSTRY, APPLICANT: DEBBIE AHL (COMMITTEE ADVISES THE WHATCOM
4 COUNTY COUNCIL ON ISSUES THAT COULD IMPACT LOCAL BUSINESSES,
5 INDUSTRY, OR ECONOMIC DEVELOPMENT; APPLICATION DEADLINE FOR
6 THIS VACANCY IS 10:00 A.M. MAY 14, 2019)
7
- 8 5. AB2019-268 RECEIPT OF APPLICATIONS FOR THE SURFACE MINING
9 ADVISORY COMMITTEE, APPLICANTS: LESLIE DEMPSEY (REPRESENTING
10 CITIZEN WHO LIVES IN CLOSE PROXIMITY TO ACTIVE MINING OR MINERAL
11 OVERLAY AREA), HARVILL FREELAND AND SCOTT HULSE (CIVIL OR GEO-
12 TECHNICAL ENGINEER WITH NO DIRECT OR INDIRECT FINANCIAL
13 BUSINESS TIES TO THE INDUSTRY), BRAD DAVIS (SURFACE MINING
14 MATERIAL USER) (THIS COMMITTEE ADVISES THE WHATCOM COUNTY
15 PLANNING AND DEVELOPMENT SERVICES DEPARTMENT AND THE WHATCOM
16 COUNTY COUNCIL ON IMPLEMENTING A SURFACE MINING REGULATORY
17 PROGRAM CONSISTENT WITH THE COMPREHENSIVE PLAN; APPLICATION
18 DEADLINE FOR THESE VACANCIES IS 10 A.M. MAY 14, 2019)
19
- 20 6. AB2019-272 RECEIPT OF APPLICATION FOR THE FORESTRY
21 ADVISORY COMMITTEE, FOREST PRODUCT MANUFACTURER
22 REPRESENTATIVE, TERM ENDING 1/31/2023, APPLICANT: ERIC JACOBY
23 (COMMITTEE PROVIDES REVIEW AND RECOMMENDATIONS TO THE
24 WHATCOM COUNTY COUNCIL ON ISSUES THAT AFFECT THE FORESTRY
25 INDUSTRY; APPLICATION DEADLINE FOR THIS VACANCY IS 10A.M. MAY 14,
26 2019)
27
- 28 7. AB2019-285 ORDINANCE AMENDING WHATCOM COUNTY CODE TITLE 3,
29 REQUIRING THAT PUBLIC FUNDS USED FOR CONSTRUCTION PROJECTS DO
30 DOUBLE DUTY BY ALSO PROVIDING APPRENTICES WITH JOB TRAINING
31 HOURS TO MEET THE REQUIREMENTS NECESSARY TO BECOME THE NEXT
32 GENERATION OF SKILLED TRADES PERSONS
33

34 *Donovan moved* to accept the item for Introduction.

35
36 The motion was seconded.

37
38 Councilmembers discussed which committee should be assigned review and
39 discussion of this item.

40
41 *Browne moved* to amend the motion to accept and to assign the item to the
42 Finance and Administrative Services Committee.

43
44 The motion was seconded.

45
46 The motion to assign to the Finance and Administrative Service Committee carried by
47 the following vote:

48 **Ayes:** Browne, Donovan, Frazey, and Sidhu (4)

49 **Nays:** Buchanan, Byrd, and Brenner (3)
50

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Councilmembers discussed the process for assigning items to committee.

Brenner moved to reconsider. The motion was not seconded.

The motion to accept the item for Introduction failed by the following vote:

Ayes: Browne, Donovan, and Frazey (3)

Nays: Brenner, Byrd, and Buchanan (3)

Abstains: Sidhu (1)

Donovan moved to accept the Introduction Item with no committee assignment.

The motion was seconded.

The motion carried by the following vote:

Ayes: Brenner, Browne, Buchanan, Donovan, Frazey, and Sidhu (6)

Nays: Byrd (1)

COMMITTEE REPORTS, OTHER ITEMS, AND COUNCILMEMBER UPDATES

Committee chairs gave committee reports.

Councilmembers gave updates on recent activities and upcoming events.

ADJOURN

The meeting adjourned at 9:36 p.m.

The County Council approved these minutes on _____, 2019.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Council Clerk

Rud Browne, Council Chair

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: AB2019-249

File ID:	AB2019-249	Version:	1	Status:	Introduced for Public Hearing
File Created:	04/17/2019	Entered by:	TAxlund@co.whatcom.wa.us		
Department:	Health Department	File Type:	Ordinance		
First Assigned to:	Council				
Agenda Date:	05/21/2019	Next Mtg. Date:		Hearing Date:	

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

TITLE FOR AGENDA ITEM:

Ordinance amending Whatcom County Code to restructure the Public Health Advisory Board

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

The proposed ordinance adopts amendments to Whatcom County Code Title 24.01.051, Health Department Advisory Board Created, including:

- a focus on increased board diversity
- reconfiguring community segment representation
- increasing the number of positions on the board
- reducing term length and clarifying term limits
- updating language and structure to reflect current practices and language

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
05/07/2019	Council	INTRODUCED FOR PUBLIC HEARING	Council

Attachments: Ord. Amending WCC 24.01.051 PHAB, Exhibit A Clean Version, Exhibit A Markup Version

Final Action:
Enactment Date:
Enactment #:

PROPOSED BY: _____ Health _____
 INTRODUCTION DATE: _____

ORDINANCE NO. _____
**AMENDING WHATCOM COUNTY CODE TO RESTRUCTURE THE PUBLIC HEALTH
 ADVISORY BOARD**

WHEREAS: The Public Health Advisory Board (PHAB) was established by ordinance in 1993 to advise the Health Board and the department on matters related to community needs and public health services; and

WHEREAS: The needs of the community and the services provided by the Health Department have changed over the years; and

WHEREAS: The Health Board and the Public Health Advisory Board (PHAB) explored the current role of the PHAB at a joint meeting on July 17, 2018; and

WHEREAS: As a result of the July 2018 joint meeting the Health Board directed the PHAB and staff to propose changes to Whatcom County Code (WCC) 24.01.051 to better reflect the current advisory needs of the health department and Health Board; and

WHEREAS: The PHAB met on November 1, 2018, and February 7, 2019, to discuss necessary revisions to WCC 24.01.051; and

WHEREAS: The PHAB determined that it would be beneficial to revise WCC 24.01.051 to include a focus on increased board diversity, reconfigure community segment representation, increase the number of positions on the board, reduce term length, clarify term limits, and update language and structure to reflect current practices and language; and

WHEREAS: These proposed changes to WCC 24.01.051 provide for greater flexibility in board membership and better describe the expertise now required for advising the department and the Health Board; and

WHEREAS: The Health Board discussed the draft revisions to WCC 24.01.051 at the April 2, 2019 Health Board meeting and directed that an ordinance be prepared amending WCC 24.01.051.

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Health Board WCC 24.01.051 be amended as described in Attachment A.

ADOPTED this ____ day of _____, 20____.

ATTEST:

WHATCOM COUNTY HEALTH BOARD
 WHATCOM COUNTY, WASHINGTON

 Dana Brown-Davis, Clerk of the Council

 Rud Browne, Health Board Chair

WHATCOM COUNTY EXECUTIVE
 APPROVED AS TO FORM:

WHATCOM COUNTY, WASHINGTON

 Civil Deputy Prosecutor

 Jack Louws, County Executive
 () Approved () Denied

Date Signed: _____

24.01.051 Health department advisory board created.

A. The county health department advisory board, referred to in this chapter as the “public health advisory board,” is created and shall serve in an advisory capacity to the Health Board and the health department director in the following areas:

1. Recommend public health policies;
2. Recommend public health priorities;
3. Provide community forums/hearings as assigned by the Health Board;
4. Establish community task forces as assigned by the Health Board;
5. Review and make recommendations for annual budget and fees;
6. Present annual report to the Health Board.

B. The public health advisory board shall consist of at least nine and not more than thirteen members who are residents of the county.

1. Members shall be appointed by the executive, subject to confirmation by a majority of the county council, except that one member of the Health Board shall be appointed by the county council.
2. The term of office for the members appointed by the executive shall be three years; except, that four terms shall remain staggered. In accordance with WCC 2.03.030 a member may be appointed to serve up to two consecutive full terms, regardless of whether that member has served a first term of less than a full term. No board, commission or committee member shall serve more than two consecutive full terms; however, after serving two consecutive full terms a member may become eligible for reappointment to a board, commission or committee after a one-year period of separation from the respective board, commission or committee on which he or she has previously served.
3. The term of office for the member appointed by the county council shall be for one year, from the time of the council's reorganization meeting in January to the next such meeting the following year.
4. The public health advisory board shall be broadly representative of the character of the county. Board diversity is valued. Membership preference shall be given to tribal, racial, ethnic, and other minorities. The board shall consist of a balance of persons with expertise, career experience, and consumer experience in areas impacting public health and with populations served by the health department. The public health advisory board's composition shall include at least one member in the each following areas of expertise/experience:
 - Health Care Access and Quality (Health Care System, Mental Health, Substance Abuse, Physician or other Health Care Provider, Health Insurance)
 - Physical Environment (Built Environment: Transportation, Parks; Natural Environment: Air, Water, Food)

- Social and Economic (Housing, Basic Needs, Education, Employment)
- Business and Philanthropy (Large/Small Business, Charitable Foundations)
- Communities that experience health inequities (Tribal, Hispanic, Immigrant, People with Disabilities or Special Health Needs, Seniors)
- Government (City of Bellingham, Small City/Rural)
- Tribal Community Member/Tribal Government Representation
- Community member with lived experience in any of the areas listed above.

C. At its initial meeting, or as soon thereafter as practical, the public health advisory board may elect officers, adopt bylaws and such rules and regulations of procedure as are necessary for the conduct of its business. Meetings of the public health advisory board shall be subject to the Open Public Meetings Act, Chapter 42.30 RCW et seq. (Ord. 2004-004; Ord. 99-025; Ord. 93-024; Ord. 91-040 (part)).

24.01.051 Health department advisory board created.

A. The county health department advisory board, referred to in this chapter as the “public health advisory board,” is created and shall serve in an advisory capacity to the ~~board of health~~Health Board ~~and the health department director~~ in the following areas:

- ~~1. Advisory capacity to the board of health;~~
- ~~2. Advisory capacity to the health department director;~~
- ~~31.-~~ Recommend public health ~~and program~~ policies;
- ~~2. Recommend public health priorities;~~
- ~~43.~~ Provide community forums/hearings as assigned by the ~~board of health~~Health Board;
- ~~64. Establish community task forces as assigned by the board of health~~Health Board;
5. Review and make recommendations for annual budget and fees;
- ~~6. Establish community task forces as assigned by the board of health;~~
- ~~67.~~ Present annual report to the ~~board of health~~Health Board.

B. ~~4.-~~ The public health advisory board shall consist of at least nine and not more than thirteen ~~nine~~ members who are residents of the county.

- ~~1. Eight m~~Members shall be appointed by the executive, subject to confirmation by a majority of the county council, ~~and except that one member shall be of the board of health~~Health Board shall be appointed by the county council.
- ~~2.~~ The term of office for the members appointed by the executive shall be ~~four~~three years; except, that four terms shall remain staggered. In accordance with WCC 2.03.030 a member may be appointed to serve up to two consecutive full terms, regardless of whether that member has served a first term of less than a full term. No board, commission or committee member shall serve more than two consecutive full terms; however, after serving two consecutive full terms a member may become eligible for reappointment to a board, commission or committee after a one-year period of separation from the respective board, commission or committee on which he or she has previously served.
- ~~3.~~ The term of office for the member appointed by the county council shall be for one year, from the time of the council's reorganization meeting in January to the next such meeting the following year.
- ~~4.~~ The public health advisory board shall be broadly representative of the ~~demographic~~ character of the county. Board diversity is valued. Membership preference shall be given to tribal, racial, ethnic, and other minorities. The board shall ~~and~~ consist of a balance of persons ~~who are representative of consumers and professionals with expertise, career experience, and consumer experience in the various areas impacting public health programs and with populations underserved by~~ the health department ~~t's jurisdiction, including administration/fiscal, nursing, and environmental health.~~

~~However, the public health advisory board's composition shall also be comprised of the following areas of expertise/experience:~~ The public health advisory board's composition shall include at least one member in the each following areas with of expertise/experience in the each following areas:

- ~~1. One member from the board of health;~~
- ~~2. One member from natural sciences;~~
- ~~3. One physician;~~
- ~~4. One member from business/industry;~~
- ~~5. One tribal member or a representative from an ethnic minority;~~
- ~~6. One member from education;~~
- ~~7. Two members from, but not limited to, the areas of administration/fiscal, nursing, or hospital affiliation;~~
- ~~8. One citizen-at-large member.~~
 - Health Care Access and Quality (Health Care System, Mental Health, Substance Abuse, Physician or other Health Care Provider, Health Insurance)
 - Physical Environment (Built Environment: Transportation, Parks; Natural Environment: Air, Water, Food)
 - Social and Economic (Housing, Basic Needs, Education, Employment)
 - Business and Philanthropy (Large/Small Business, Charitable Foundations)
 - Communities that experience health inequities (Tribal, Hispanic, Immigrant, People with Disabilities or Special Health Needs, Seniors)-{
 - Government (City of Bellingham, Small City/Rural)
 - Tribal Community Member/Tribal Government Representation
 - Community member with lived experience in any of the areas listed above.

C. At its initial meeting, or as soon thereafter as practical, the public health advisory board may elect officers, adopt bylaws and such rules and regulations of procedure as are necessary for the conduct of its business. Meetings of the public health advisory board shall be subject to the Open Public Meetings Act, Chapter 42.30 RCW et seq. (Ord. 2004-004; Ord. 99-025; Ord. 93-024; Ord. 91-040 (part)).



Whatcom County

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

Agenda Bill Master Report

File Number: AB2019-304

File ID:	AB2019-304	Version:	1	Status:	Agenda Ready
File Created:	05/14/2019	Entered by:	DBrown@co.whatcom.wa.us		
Department:	Council Office	File Type:	Discussion		
First Assigned to:	Council				
Agenda Date:	05/21/2019	Next Mtg. Date:		Hearing Date:	

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

TITLE FOR AGENDA ITEM:

Discussion regarding future scheduling of AB2019-285, a proposed ordinance amending Whatcom County Code Title 3 to require that public funds used for construction projects do double duty by also providing apprentices with job training hours to meet the requirements necessary to become the next generation of skilled trades persons

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Discussion regarding future scheduling of AB2019-285, a proposed ordinance amending Whatcom County Code Title 3 to require that public funds used for construction projects do double duty by also providing apprentices with job training hours to meet the requirements necessary to become the next generation of skilled trades persons.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
-------	--------------	---------	----------

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: AB2019-303

File ID:	AB2019-303	Version:	2	Status:	Agenda Ready
File Created:	05/14/2019	Entered by:	JSchneid@co.whatcom.wa.us		
Department:	Council Office	File Type:	Resolution		
First Assigned to: Council					
Agenda Date:	05/21/2019	Next Mtg. Date:		Hearing Date:	

Primary Contact Email: [Click here to enter text.](#)

TITLE FOR AGENDA ITEM:

Resolution identifying 2020-2021 salary and benefits for Whatcom County elected officials

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Resolution identifying 2020-2021 salary and benefits for Whatcom County elected officials as set by the Whatcom County Commission on Salaries for Elected Officials

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
<hr/>			

Attachments: salary resolution

Final Action:
Enactment Date:
Enactment #:

PROPOSED BY: _____

INTRODUCTION DATE: May 21, 2019

RESOLUTION NO. 2019 - _____

**IDENTIFYING 2020 AND 2021 SALARIES AND BENEFITS
FOR ELECTED OFFICIALS**

WHEREAS, beginning January of 2019, the Whatcom County Commission on Salaries for Elected Officials held several meetings to complete the task of setting Whatcom County elected officials salaries for the years 2020 and 2021; and

WHEREAS, on April 24, 2019, the Commission submitted an elected official salary schedule to the county for the years 2020 and 2021 and

WHEREAS, it is necessary to provide a historical reference for salaries and benefits for Whatcom County elected officials;

NOW, THEREFORE, BE IT RESOLVED, by the Whatcom County Council that the salaries to be paid to elected officials for the years 2020 and 2021 as established by the Whatcom County Commission on Salaries for Elected Officials are as follows:

Position	2019 Salary	2020	2021
Assessor	\$108,519	\$117,758	\$126,272
Auditor	\$108,519	\$117,758	\$126,272
Treasurer	\$108,519	\$117,758	\$126,272
Sheriff	\$142,000	\$160,806	\$172,432
Prosecuting Attorney	\$172,402	\$185,985	\$194,675
County Executive	\$172,402	\$185,985	\$194,675
County Council	\$31,867	\$35,802	\$40,180

BE IT FURTHER RESOLVED, that for the Executive Branch Elected Officials (County Executive, Prosecuting Attorney, Sheriff, Assessor, Auditor, and Treasurer), who were on the County payroll as of September 14, 2008, 5% of base salary provided will be mandatorily paid by the County to his or her Retirement Health Savings (RHS) account with the remaining 95% of base salary paid through payroll.

BE IT FURTHER RESOLVED that any elected official who meets eligibility criteria will be eligible for health and welfare benefits as outlined in the Unrepresented Resolution for the applicable year.

BE IT FURTHER RESOLVED that changes to elected officials salaries as outlined in Exhibit A to this resolution shall become effective the first pay periods of January 2020 and 2021 respectively and shall remain in effect until rescinded or amended by the Whatcom County Commission on Salaries for Elected Officials.

BE IT FINALLY RESOLVED that other terms set forth in this resolution shall become effective on January 1, 2020, and any changes other than salary may be approved by the County Council.

APPROVED on this ____ day of May, 2019.

ATTEST

**WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON**

Dana Brown-Davis, Clerk of the Council

Rud Browne, Council Chair

APPROVED AS TO FORM:

Karen Frakes, Chief Deputy Prosecutor

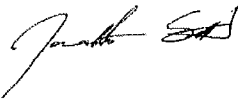
To: Whatcom County Council
From: Whatcom County Commission on Salaries for Elected Officials
Subject: Elected Official Salary Schedule for 2020 and 2021
Date: April 24, 2019

Starting in January 2019, the Whatcom County Commission on Salaries for Elected Officials met multiple times in order to complete its task of setting the 2020 and 2021 salaries for elected officials.

The Commission has used information from comparable jurisdictions, considered the unique challenges of some of our local offices, and considered written and oral testimony from elected officials and the general public. Members of the Commission have actively participated in the process and shared their unique perspective in the discussions that led to the Commission's salary placements.

Attached please find the Salary Commission's salary placements for Whatcom County elected officials for 2020 and 2021.

It has been an honor to be selected and serve on the Salary Commission for Whatcom County.



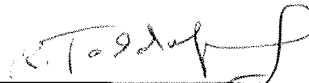
Jon Sitkin, Commission Chairperson
(Legal Profession)



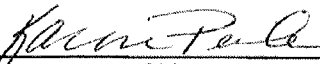
Steve (George) King – Citizen at Large



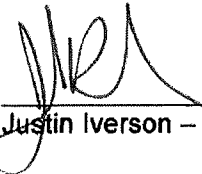
Wendy Wefer-Clinton, Vice-Chairperson
(Personnel Management)



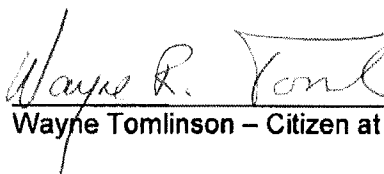
R. Todd Morris – Citizen at Large



Karen Peila – Citizen at Large



Justin Iverson – Organized Labor



Wayne Tomlinson – Citizen at Large

EXHIBIT A

Whatcom County Commission on Salaries for Elected Officials

Salary Placements April 18, 2019

Position	2019 Salary	2020	2021
Assessor	\$108,519	\$117,758	\$126,272
Auditor	\$108,519	\$117,758	\$126,272
Treasurer	\$108,519	\$117,758	\$126,272
Sheriff	\$142,000	\$160,806	\$172,432
Prosecuting Attorney	\$172,402	\$185,985	\$194,675
County Executive	\$172,402	\$185,985	\$194,675
County Council	\$31,867	\$35,802	\$40,180

All Positions:

Cost of Living Adjustment (COLA): The Salary Commission used *the Consumer Price Index - All Urban Consumers - West Urban* to establish the projected rate of inflation. To better reflect recent trends in inflation, the current Commission used the average rate of inflation for the last five years, 2014 through 2018, versus the 10-year average prior Commissions used. Based on this, the Commission establishes a 2.23% percent COLA in 2020 and 2021. See Attachment A.

The Commission recognized that most, if not all, elected officials seek public office in Whatcom County Government to serve the citizens of Whatcom County and not for financial remuneration. However, the Commission was mindful of salary costs to the taxpayers, balanced with the consideration that low salaries may be a disincentive to attracting quality candidates.

Assessor, Auditor, Treasurer, Sheriff: The Salary Commission identified the six Counties that Whatcom County traditionally uses for salary compensation discussions (Benton, Cowlitz, Kitsap, Skagit, Thurston, Yakima). There was discussion as to whether

the list should be limited to four counties, and whether Benton, Cowlitz and Skagit were appropriate comparisons, and replaced with Clark County and Snohomish or Spokane. After deciding to use the aforementioned six counties, the Commission then compared the compensation for the Assessor, Auditor, Treasurer and Sheriff positions at those six Counties to compensation paid at Whatcom County using the following for benchmarks:

- Assessed Value
- Population
- Number of Employees
- Budget

In all cases, these Whatcom County positions are currently above their market comparables. See Attachment B. The Commission also sought to compare the cost of living in the different counties based on the best available data.

The Commission also evaluated compensation for the most senior "deputy" who reported directly to the elected official at Whatcom County. The Commission determined that the elected official's compensation is currently below that of their deputy, should their deputy be at top step (excluding longevity), and that other management positions at the county are compensated at a higher rate than their deputy. See Attachment C.

The Commission determined the Assessor, Auditor, Treasurer and Sheriff should make approximately 10% more than the potential top step of their deputy (excluding longevity pay) established over the next two year salary cycle. Based on this, the Commission increased compensation for the Assessor, Auditor, Treasurer and Sheriff to 5% above the potential top step of their deputy plus COLA for 2020, and 5% plus COLA for 2021.

Prosecuting Attorney: The prior Salary Commission established compensation for this position at slightly less than the compensation of a Superior Court Judge. That Commission felt the compensation for the Prosecuting Attorney was appropriate for Whatcom County, even if less than the compensation for a Superior Court Judge.

The current Commission concurs that the compensation for this position is appropriately placed at slightly less than the compensation for Superior Court Judge. However, it also supports assuring the compensation for the position remains close to that of a Superior Court Judge. The Commission considered the duties of the Prosecuting Attorney and considered those of other judicial positions in Whatcom County Government, such as District Court Judges and Superior Court Commissioners.

The Commission determined the Prosecuting Attorney should be compensated at \$5,000 less than a Superior Court Judge, whose compensation is determined by the Washington Citizens' Commission on Salaries for Elected Officials. See Attachment D.

The Commission also encourages future Salary Commissions to look at this salary placement further, and whether the salary should or should not continue to be linked to Superior Court Judge compensation.

County Executive: The prior Salary Commission elevated the County Executive compensation to a level similar to the Prosecuting Attorney. That reflected the historical parity in pay between the County Executive and the Prosecuting Attorney.

Considering the scope of management responsibility of the County Executive, the current Salary Commission concurs with this placement. The Commission concluded the County Executive compensation shall match the Prosecuting Attorney's compensation for 2020 and 2021.

County Council: In considering compensation for the County Council, the Commission considered the breadth of responsibility vested in Council members. The Commission recognized that the Council position often required near full time demands while considered a part time position. The Commission felt that increasing compensation for the County Council positions helps continue to assure a strong pool of candidates for these critical elected officials.

The Commission increased compensation for the County Council positions by 10% plus COLA for 2020, and 10% plus COLA for 2021.

ATTACHMENT A**Consumer Price Index - All Urban Consumers****Original Data Value**

http://data.bls.gov/pdq/SurveyOutputServlet?data_tool=dropmap&series_id=C

Series Id: CUUR0400SA0, CUUS0400SA0

Not Seasonally Adjusted

Area: West urban

Item: All items

Year	Annual	% Change
2002	184.7	
2003	188.6	2.11%
2004	193.0	2.33%
2005	198.9	3.06%
2006	205.7	3.42%
2007	212.230	3.17%
2008	219.646	3.49%
2009	218.822	-0.38%
2010	221.203	1.09%
2011	227.485	2.84%
2012	232.376	2.15%
2013	235.824	1.48%
2014	240.215	1.86%
2015	243.015	1.17%
2016	247.705	1.93%
2017	254.738	2.84%
2018	263.263	3.35%

2014-2018

2.23% 5-year avg

Source: Bureau of Labor Statistics

ATTACHMENT B

Summary Elected Official 2019 Salary Comparison

	Assessor	Auditor	Executive	Prosecuting Attorney	Sheriff	Treasurer
Population	\$ 8,991	\$ 8,991	\$ -	\$ 13,973	\$ 10,621	\$ 8,991
Assessed Value	\$ 8,991	\$ 8,991	\$ -	\$ 13,973	\$ 10,621	\$ 8,991
Annual Expenditures	\$ 8,991	\$ 8,991	\$ -	\$ 13,973	\$ 10,621	\$ 8,991
Full-Time Employees	\$ 8,991	\$ 8,991	\$ -	\$ 13,973	\$ 10,621	\$ 8,991
Average:	\$ 8,991	\$ 8,991	\$ 14,367	\$ 13,973	\$ 10,621	\$ 8,991
Whatcom County:	\$9,043	\$9,043	\$14,367	\$14,367	\$11,833	\$9,043
Salary Difference	\$ 52	\$ 52	\$ -	\$ 394	\$ 1,212	\$ 52
Percentage Difference	0.58%	0.58%	0.00%	2.82%	11.41%	0.58%

WHATCOM COUNTY ELECTED OFFICIALS & SECONDS

ATTACHMENT C

Assessor	2019	2019	2020	2020	2021	2021
		Monthly	Monthly	Annual Total	Monthly	Annual Total
		Deputy plus 5%	Plus 2.23% COLA	5% plus 2.23% COLA		
		\$ 9,599	\$ 9,813	\$ 117,758	\$ 10,523	\$ 126,272
Auditor	Actual Top Step	\$9,043	\$ 9,813	\$ 117,758	\$ 10,523	\$ 126,272
		\$9,142				
		\$9,142				
Treasurer	Actual Top Step	\$9,043	\$ 9,813	\$ 117,758	\$ 10,523	\$ 126,272
		\$9,040				
		\$9,142				
Sheriff	Actual Top Step	\$11,833	\$ 13,401	\$ 160,806	\$ 14,369	\$ 172,432
		*12,903				
		\$12,484				
		*includes longevity				
Prosecuting Attorney	2019	2020	2020	2020	2021	2021
			Monthly	Annual Total	Monthly	Annual Total
		\$14,367	Sup Ct Judge minus \$5,000	Sup Ct Judge minus \$5,000		
			\$ 15,499	\$ 185,985	\$ 16,223	\$ 194,675
County Executive			\$ 15,499	\$ 185,985	\$ 16,223	\$ 194,675
County Council	2019	2020	2020	2020	2021	2021
			Monthly	Annual Total	Monthly	Annual Total
		\$2,656	10% plus 2.23% COLA	10% plus 2.23% COLA		
			\$ 2,983	\$ 35,802	\$ 3,348	\$ 40,180

ATTACHMENT D



Washington Citizens' Commission
on Salaries for Elected Officials

Salary Information

SALARY INFORMATION

Final 2019 and 2020 Salary Schedule

Judicial Branch

Position	Current Salary	Salary Effective 7/1/2019	Salary Effective 7/1/2020
Supreme Court Chief Justice	193,162	213,773	223,499
Supreme Court Justices	190,415	210,732	220,320
Court of Appeals Judges	181,263	200,603	209,730
Superior Court Judges	172,571	190,985	199,675
District Court Judges	164,313	181,846	190,120

Information about the components of the 2019 and 2020 final salary schedule follows:

Judicial Branch:

- Increase the base salary for the positions by 8.5% in 2019 and 2.5% in 2020 to move towards "parity" with the Federal Bench; and
- Cost of living adjustment of 2% in 2019 and 2% in 2020.



Whatcom County

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

Agenda Bill Master Report

File Number: AB2019-261

File ID:	AB2019-261	Version:	2	Status:	Introduced
File Created:	04/23/2019	Entered by:	NHanson@co.whatcom.wa.us		
Department:	Council Office	File Type:	Current Year Council Appointment		
First Assigned to:	Council				
Agenda Date:	05/21/2019	Next Mtg. Date:		Hearing Date:	

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

TITLE FOR AGENDA ITEM:

Appointment to the Business and Commerce Advisory Committee, representing Health Care Industry, applicant: Debbie Ahl (committee advises the Whatcom County Council on issues that could impact local businesses, industry, or economic development)

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

There is one vacancy on the Business and Commerce Advicosry Board, one vacancy representing for-profit entity in Health Care. No two appointed members may represent or be employed by the same company or organization. Applicant: Debbie Ahl

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
05/07/2019	Council	INTRODUCED	Council

Attachments: Ms. Debbie Ahl application

Final Action:
Enactment Date:
Enactment #:

From: noreply@civicplus.com
Sent: Sunday, April 21, 2019 10:11 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	Ms.
First Name	Debbie
Last Name	Ahl
Today's Date	4/21/2019
Street Address	49 Strawberry Pt
City	Bellingham
Zip	98229
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	360.393.2599
Secondary Telephone	360.734.7556
Email Address	d.ahl@edgewateradvising.com

Step 2

1. Name of Board or Committee	Business and Commerce Advisory Committee
Business and Commerce Advisory Committee Position:	Health Care Industry
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	Debbie Ahl Bio - 2019 Edgewater.pdf
9. Please describe your	President & CEO of Sterling Health Plans; President & CEO of

occupation (or former occupation if retired), qualifications, professional and/or community activities, and education	Olympic Health Management Companies; Senior Advisor, ADVault, Inc., Member, America's Health Insurance Plans Board of Directors; Chair, BTC, Board of Trustees, Chair, NW Innovation Resource Center, Compass Health Board, WWU CBE Advisory Board, Rotary Club of Bellingham. Undergraduate, Communications; MBA, Healthcare Management
10. Please describe why you're interested in serving on this board or commission	My background spans 10 years in healthcare provider industry (hospital administration); 20 years in health plan management including 10 as CEO. Business cannot live outside the health of their community; the health of the community drives business sustainability. Educational pathways, economic development and population health are inextricably connected. I have had the opportunity to lead a great company to \$1.3 billion in revenue here in Whatcom County; I now focus on supporting other businesses to do the same while contributing to the health of the community.
References (please include daytime telephone number):	Richard Ravin, Ret. Chairman & CEO of Combined Insurance Company of America (312) 771-0800 richard.ravin@comcast.net Scott Wallace (360) 303-9074 (former US Bank)
Signature of applicant:	Debbie J. Ahl
Place Signed / Submitted	Bellingham, WA
(Section Break)	

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Debbie J. Ahl
Founder, Managing Partner
Edgewater Advising, LLC

Debbie Ahl is a strategic leader with background in public, private and not-for-profit organizations, including 20 years in the C-Suite and 10 years as CEO accountable for top line growth and bottom line performance. With a career spanning 30 years in healthcare, both provider and payer industries, she now focuses on improving population health by engaging the individual's voice, addressing social determinants of health, and creating opportunities through education and economic opportunities.

Adept at developing collaborative cultures and teams aligned in purpose and vision, Debbie is skilled in identifying issues impeding performance and mapping solutions for complex situations based on stakeholder perspectives, data analysis, insight and intuition. Debbie's career has focused on strategy development, business growth and development of performance teams. She is proficient in highly regulated environments with a commitment to proactive communication. She is skilled at critical understanding of core competencies, identifying key performance metrics and implementing focused quality and expense improvements. A discerning leader, she has a talent for connecting people, information, organizations and developments within a global picture.

As President & CEO of Sterling Life Insurance Company (2000-2009), Debbie had full P&L responsibility for comprehensive insurance operations in a highly regulated and competitive market. Sterling served 235,000 enrollees in Medicare Advantage, Medicare supplement, prescription drug and employer plans. She was involved in the successful start-up of Olympic Health Management Systems, a consulting company, third party administrator and sales agency acquired by Aon Corporation in 1998 for \$15 million. Following this acquisition, Olympic was matched with Sterling to develop a full Medicare portfolio. Under Debbie's leadership, the company grew from \$48 million (2000 YE) to \$1 Billion in revenue (2008 YE), and was acquired by Munich Re for \$352 million in 2008. She led the successful integration of Sterling into the Munich organization. Debbie is an insightful Director with 30 years' experience on boards including subsidiaries of publicly traded companies, private and not-for profit organizations. She currently chairs the Board of Trustees for Bellingham Technical College, and serves on the Boards of the NW Innovation Resource Center and Compass Health.

Debbie and her husband, Bill Ziels enjoy boating, skiing, and biking. They are partners in a 100-year old barge which navigates inland European waterways, allowing them to "research" the perfect vineyards. They enjoy spending as much time as possible with their family of six adult children and four grandchildren.

Contact Information:

Email: d.ahl@edgewateradvising.com

Cell: 360.393.2599

<http://edgewateradvising.com>



Whatcom County

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

Agenda Bill Master Report

File Number: AB2019-268

File ID:	AB2019-268	Version:	2	Status:	Introduced
File Created:	04/24/2019	Entered by:	NHanson@co.whatcom.wa.us		
Department:	Council Office	File Type:	Current Year Council Appointment		
First Assigned to:	Council				
Agenda Date:	05/21/2019	Next Mtg. Date:		Hearing Date:	

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

TITLE FOR AGENDA ITEM:

Appointment to the Surface Mining Advisory Committee, applicants: Leslie Dempsey (representing citizen who lives in close proximity to active mining or mineral overlay area), Harvill Freeland and Scott Hulse (civil or geo-technical engineer with no direct or indirect financial business ties to the industry), Brad Davis (surface mining material user). Christopher Secrist (Geologist) - (this 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)

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

The Surface Mining Advisory Committee has the following vacancies: One civil or geo-technical engineer with no direct or indirect financial business ties to the industry; one surface mining material user; one geologist; one citizen who lives in close proximity to active mining or mineral overlay areas; one agriculture representative, one forestry industry representative.

Applicants: Leslie Dempsey (representing citizen who lives in close proximity to active mining or mineral overlay area), Harvill Freeland and Scott Hulse (civil or geo-technical engineer with no direct or indirect financial business ties to the industry), Brad Davis (surface mining material user), Christopher Secrist (Geologist) - (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)

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
05/07/2019	Council	INTRODUCED	Council

Attachments: May 21, 2019 meeting packet

Final Action:
Enactment Date:
Enactment #:

Surface Mining Advisory Committee – Appointments for May 21, 2019

Vacancies and Applicants

1 Vacancy – Applicant must be a civil or geo-technical engineer with no direct or indirect financial business ties to the industry

This position has been vacant since 1/31/2019.

Applicants:

Mr. Harvill Freeland

Mr. Scott Hulse – Mr. Hulse was the incumbent – 2nd term ended 1/31/2019.

WCC 12.120.040 (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.

1 Vacancy – Applicant must be a surface mining material user

Applicant: Mr. Brad Davis

1 Vacancy – Applicant must be a Geologist

Applicant: Christopher Secrist

1 Vacancy – Applicant must be a citizen who lives in close proximity to active mining or mineral overlay areas

Applicant: Leslie Dempsey

NaDean Hanson

Surface Mining Advisory Committee
Civil & geo-technical engineer.

From: noreply@civicplus.com
Sent: Wednesday, April 24, 2019 11:15 AM
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

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Title	Mr.
First Name	Harvill
Last Name	Freeland
Today's Date	4/24/2019
Street Address	PO Box 2591
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	3607391589
Secondary Telephone	Field not completed.
Email Address	<u>tfreeland@freelandengineering.com</u>

Step 2

1. Name of Board or Committee	Surface Mining Advisory Committee
Surface Mining Advisory Committee (SMAC) Position:	Civil or geo-technical engineer with no direct or indirect financial business ties to the industry
2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?	Yes
3. Which Council district do you live in?	District 1
4. Are you a US citizen?	Yes
5. Are you registered to vote in Whatcom County?	Yes
6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?	No
7. Have you ever been a member of this Board/Commission?	No
8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?	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	I am a licensed civil engineer with a B.S. in civil engineering. I

occupation (or former occupation if retired), qualifications, professional and/or community activities, and education

am the Secretary of the Bellingham Bay Rotary Club, board member of the Bellingham Public Schools Foundation, and member of the Whatcom County Appeals Board.

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

I have been part of the engineering community of Whatcom County for 30 years and understand the importance of proper management of the natural resources.

References (please include daytime telephone number):

Sanja Barisic 360.778.6251

Signature of applicant:

Tony Freeland

Place Signed / Submitted

Bellingham

(Section Break)

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NaDean Hanson

From: noreply@civicplus.com
Sent: Friday, April 26, 2019 8:20 PM
To: Ben Glassett; Jill Nixon; Suzanne Mildner; Kristi Felbinger; Dana Brown-Davis; Executive; NaDean Hanson
Subject: Online Form Submittal: Board and Commission Application

2nd Term ended 11/31/2019
Surface Mining Advisory Committee
Civil or geotechnical engineer

Board and Commission Application

Step 1

Application for Appointment to Whatcom County Boards and Commissions

Public Statement

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Title	Dr.
First Name	Scott
Last Name	Hulse
Today's Date	11/26/2019
Street Address	6911 Holeman Avenue
City	Blaine
Zip	98230
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	360 243 0745
Secondary Telephone	Field not completed.
Email Address	scottehulse@gmail.com

Step 2

1. Name of Board or Committee	Surface Mining Advisory Committee
Surface Mining Advisory Committee (SMAC) Position:	Civil or geo-technical engineer with no direct or indirect financial business ties to the industry
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:	2013 - 2018
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	I am a licensed professional geotechnical engineer in Colorado (#0022254) and have been licensed since about 1980. Education: BS Mine Engineering, BS Geological Sciences-Geophysics, MS Geological Sciences-Geophysics-Hydrology, PhD Radiological Health Sciences-Health Physics, : 20 years mine/geotechnical engineering, 20 years multidisciplinary project and program, management, 8 years research and development characterizing risk from environmental transport and deposition of man-made radionuclides in soil. I have served as a member of the Surface Mining Advisory Committee since February, 2013.
10. Please describe why you're interested in serving on this board or commission	I am concerned about the availability of gravel and aggregate used for during infrastructure construction in Whatcom County.
References (please include daytime telephone number):	Mr. Richard Langabeer 360 671 6460, Mr. Jack Westford 360 303 6596, Mr. John Shuhler 360 933 1989
Signature of applicant:	scott e hulse
Place Signed / Submitted	Birch Bay (Blaine), Washington

(Section Break)

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NaDean Hanson

Surface Mining Advisory

Committee material user

From: noreply@civicplus.com
Sent: Thursday, April 25, 2019 11:27 AM
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

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Title	Mr.
First Name	Brad
Last Name	Davis
Today's Date	4/25/2019
Street Address	3048 Pine Lane
City	Sedro Woolley
Zip	98284
Do you live in & are you registered to vote in Whatcom County?	Yes
Do you have a different mailing address?	YES
Mailing Address	3094 Glenhaven Dr #136 Sedro Woolley WA 98284
Primary Telephone	360-661-5937
Secondary Telephone	Field not completed.

Email Address bradd@gravelpits.com

Step 2

1. Name of Board or Committee Surface Mining Advisory Committee

Surface Mining Advisory Committee (SMAC) Surface mining material user
Position:

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? Yes

If yes, please list dates: 2014-2018

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 manage Miles Sand and Gravel who sells aggregates to Whatcom County

You may attach a resume Field not completed.

or detailed summary of
experience, qualifications,
& interest in response to
the following questions

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

Whatcom County Manager Miles Sand and Gravel

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

To preserve and protect our natural resource

References (please
include daytime
telephone number):

Dan Cox, Miles Sand and Gravel, 360-770-0494

Signature of applicant:

Brad Davis

Place Signed / Submitted

6513 Siper Rd Everson Wa 98247

(Section Break)

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RECEIVED

MAY 01 2019

COUNCILMEMBERS:
Timothy Ballew II
Barbara E. Brenner
Rud Browne
Barry Buchanan
Tyler Byrd
Todd Donovan
Satpal Sidhu

*Surface Mining
Advisory Committee - Geologist*

WHATCOM COUNTY
COUNCIL

APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Christopher Secrist Date: 4/29/19
Street Address: 1771 Academy Rd
City: Bellingham, WA Zip Code: 98226
Mailing Address (if different from street address): _____
Day Telephone: _____ Evening Telephone: _____ Cell Phone: 360-708-9728
E-mail address: chriss@oescerco.com

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. Geologist
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: Jan, 2014 to Jan 2015; Jan 2015 to Jan 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? ☐ yes ☒ no
If yes, please explain: _____
9. Have you declared candidacy (as defined by RCW 42.17A.055, see instructions) for a paid elected office in any jurisdiction within the county? ☐ yes ☒ 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.
geologist, forester, businessman.
B.S. Geology, '76 WWU. Field geologist, ASARCO Inc, 1976
thr. 1981.

11. Please describe why you're interested in serving on this board or commission:
To use my experience in service to the community.

References (please include daytime telephone number): Lane A. Griffen, geologist.
206-790-3346

Signature of applicant: Christopher Secrist

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.

NaDean Hanson

Surface Mining Advisory Committee
Citizen

From: noreply@civicplus.com
Sent: Wednesday, April 24, 2019 11:01 AM
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	Field not completed.
First Name	Leslie
Last Name	Dempsey
Today's Date	4/24/2019
Street Address	1109 Beach Ave
City	Lummi Island
Zip	98262
Do you live in & are you registered to vote in Whatcom County?	Yes
Do you have a different mailing address?	YES
Mailing Address	PO Box 11, Lummi Island, WA 98262
Primary Telephone	360-325-3420
Secondary Telephone	Field not completed.

Email Address lesliedempsey@live.com

Step 2

1. Name of Board or Committee Surface Mining Advisory Committee

Surface Mining Advisory Committee (SMAC) Citizen who lives in close proximity to active mining or mineral overlay areas
Position:

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: January 2019 through 2013 (two full terms)

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, *Field not completed.*

& interest in response to
the following questions

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education	I have been retired since 9/2018. My last job was as Co-office/Outreach Manager for the Lummi Island Heritage Trust for approximately 5 years. I have served on the Board of Directors and as Treasurer for the Scenic Estates Community Club, a large residential community located adjacent to the (now defunct) Lummi Island Quarry. I have participated in numerous volunteer positions on Lummi Island including the Map Your Neighborhood program, the Firewise program, the CERT Disaster Preparedness program, Stewardship volunteer for the Lummi Island Aiston Preserve, and as past Master of the Lummi Island Grange. I graduated in 1984 from the University of Puget Sound with a bachelors degree in Business Administration.
10. Please describe why you're interested in serving on this board or commission	Towards the end of my last term on the Surface Mining Advisory Committee, we began the work of revising the mineral resource land (MRL) designation criteria to create a County driven review and designation process. There is more work to be done on this project and I would like to play a contributing role.
References (please include daytime telephone number):	Becca Rettmer, Executive Director of the Lummi Island Heritage Trust 360-758-7997 Terry Terry, friend 360-758-7432
Signature of applicant:	Leslie Dempsey
Place Signed / Submitted	Lummi Island

(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: AB2019-272

File ID:	AB2019-272	Version:	2	Status:	Introduced
File Created:	04/29/2019	Entered by:	NHanson@co.whatcom.wa.us		
Department:	Council Office	File Type:	Current Year Council Appointment		
First Assigned to:	Council				
Agenda Date:	05/21/2019	Next Mtg. Date:		Hearing Date:	

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

TITLE FOR AGENDA ITEM:

Appointment to the Forestry Advisory Committee, forest product manufacturer representative, term ending 1/31/2023, applicant: Eric Jacoby (committee provides review and recommendations to the Whatcom County Council on issues that affect the forestry industry)

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

The Forestry Advisory Committee has three vacancies: One commercial forest landowner (or qualified designee), and two forest product manufacturer. One term ends 1/31/2023, and one term ends 1/31/2020. Applicant is Eric Jacoby for the forest product manufacturer position with term ending 1/31/2023 (committee provides review and recommendations to the Whatcom County Council on issues that affect the forestry industry)

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
05/07/2019	Council	INTRODUCED	Council

Attachments: Jacoby application

Final Action:
Enactment Date:
Enactment #:

NaDean Hanson

Forestry Advisory Committee

Forest Product Manufacturer

From: noreply@civicplus.com
Sent: Thursday, April 25, 2019 3:42 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

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Title	Mr.
First Name	Eric
Last Name	Jacoby
Today's Date	4/25/2019
Street Address	6731 Geystone Lane
City	Deming
Zip	98244
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	3606300404
Secondary Telephone	3607462178
Email Address	ericljacoby@yahoo.com

Step 2

1. Name of Board or Committee	Forestry Advisory Committee
Forestry Advisory Committee Position:	Forest product manufacturer
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?	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	My employer is currently buying some logs from a forest thinning operation at Silver Lake Park. We are buying the logs from the timber sale purchaser - not directly from the county Otherwise, we do no direct business with Whatcom County.
You may attach a resume or detailed summary of experience, qualifications,	<i>Field not completed.</i>

& interest in response to
the following questions

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

I have been a professional forester since 1998. My career started in Whatcom County with the DNR working on timber sales. Since then, I have worked all over the northwest - but mostly in Washington state - conducting all phases of forestry practices, including, but not limited to: tree planting, harvest planning & permitting, timber cruising, check scaling, road maintenance planning, harvest oversight, appraisal, contract negotiation, supply planning, and log purchasing. During those times, I also sat on watershed, recreation and log scaling boards. From 1986 - 1994, I was a logger in Whatcom county, but left for college after the spotted owl decision. Currently, I am a log buyer and timber cruiser for Northwest Hardwoods in Burlington, but still live (and often work) in my native Whatcom County.

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

I think there are a lot of adverse trends acting against working forests in both Whatcom County and the nation. These are due mostly to wholesale misunderstanding and negative politics. Like farming, forestry has traditionally been a vital cog in the economy of rural Whatcom County, but both vocations have been marginalized by unsound policy driven by public perception. I have a sincere interest in conserving these economies - and the dedicated people that drive them - because they are indicator entities of healthy, diverse and sustainable planning.

References (please
include daytime
telephone number):

Chris Hatch 360-815-3519 Tom Westergreen 360-961-0312
Mark Baugh 360-722-2952

Signature of applicant:

Eric Jacoby

Place Signed / Submitted

Mount Vernon

(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: AB2019-294

File ID:	AB2019-294	Version:	1	Status:	Agenda Ready
File Created:	05/08/2019	Entered by:	SMildner@co.whatcom.wa.us		
Department:	County Executive's Office	File Type:	Executive Appointment		

First Assigned to: Council

Agenda Date:	05/21/2019	Next Mtg. Date:		Hearing Date:	
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Primary Contact Email: smildner@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Request confirmation of County Executive's appointment of Raquel Vernola to the Commission on Sexual & Domestic Violence

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attached application and recommendation letter

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: CSDV Director ltr recommend 050319.pdf, Vernola application CSDV 030519.pdf

Final Action:
Enactment Date:
Enactment #:

Community Members:

Alan Artman
Falthlife Corp

Riannon Bardsley
WA State Department of Commerce

Beth Boyd
PeaceHealth Medical Center

Christina Kobdich
Unity Care Northwest

Ken Levinson
Tulalip Tribes

Katie Olvera
KPO Counselling

Michael Parker
Whatcom Homeless Service Center

Chris Roselli
Western Washington University

Sharon Rutherford
St. Joseph's Hospital

Garret Shelsta
Christ the King Church-Bellingham

Mary Welch
Northwest Justice Project

Michele Zlotek
Whatcom Transportation Authority

Moonwater
Whatcom Dispute Resolution Center

Designated/Government Members:

Karen Burke
DVSAS

Regina Delahunt
Whatcom Co. Health Department

David Doll
Bellingham Police Department

William Elfo
Whatcom County Sheriff's Office

Starck Follis
Whatcom County Public Defender

Jon Mutchler
City of Ferndale

Eric Richey
Whatcom County Prosecutor

Darlene Peterson
Bellingham Municipal Court

Linda Quinn
Ferndale School District

Dave Reynolds
Whatcom Co. Superior Court

Mike Riber
DSHS Community Service Office

Katrice Rodriguez
Nooksack Tribe

Peter Ruffatto
City of Bellingham

Kevin Turner
Ferndale Police Department

Bruce Van Glubt
Whatcom County District Court

Staff:

Susan Marks
Director

Liz Stuart
Project Manager

Elizabeth Montoya
Project Manager

Jessyca Murphy
Administrative Manager

May 3, 2019

Executive Jack Louws ✓
311 Grand Avenue
Bellingham, WA 98225

Dear Executive Louws,

The Bellingham-Whatcom County Commission on Sexual & Domestic Violence would like to recommend the appointment of Raquel Vernola, Director of Safety and Security at Whatcom Community College, to serve in the County's new position for a representative from an Institution of Higher Education.

Raquel has experience in law enforcement and corrections, and also in providing community education and outreach. She is committed to working on issues of domestic and sexual violence in the community, especially as they impact students at Whatcom Community College. She also is interested in serving as a liaison between the college, students, and community institutions. We believe Raquel will be a valuable Commission member as we strive to build new partnerships for prevention and intervention at our local colleges and universities.

Feel free to let me know if you have any questions or comments about this recommendation.

Sincerely,


Susan Marks
Director

Cc: Mayor Kelli Linville, City of Bellingham
Karen Goens, Whatcom County Human Resources

RECEIVED
MAY 7 - 2019
JACK LOUWS
COUNTY EXECUTIVE



COMMISSION
ON SEXUAL & DOMESTIC VIOLENCE

Inspiring and coordinating community efforts to address sexual and domestic violence



RECEIVED

MAY 7 - 2019

JACK LOUWS
COUNTY EXECUTIVE

COUNCILMEMBERS:
Timothy Ballew II
Barbara E. Brenner
Rud Browne
Barry Buchanan
Tyler Byrd
Todd Donovan
Satpal Sidhu

APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Raquel Vernola Date: March 5, 2019
Street Address: 6061 Malloy Ave
City: Ferndale Zip Code: 98248
Mailing Address (if different from street address): _____
Day Telephone: 360.383.3394 Evening Telephone: _____ Cell Phone: 562-754-1326
E-mail address: rvernola@whatcom.edu

1. Name of board or committee-**please see reverse**: Commission on Sexual & Domestic Violence
2. You must specify which position you are applying for.
Please refer to vacancy list. _____
3. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?
(If applicable, please refer to vacancy list.) _____ (X) yes () no
4. Which Council district do you live in? _____ () One () Two () Three () Four (X) Five
5. Are you a US citizen? _____ (X) yes () no
6. Are you registered to vote in Whatcom County? _____ (X) yes () no
7. Have you ever been a member of this Board/Commission? _____ () yes (X) no
If yes, dates: _____
8. Do you or your spouse have a financial interest in or are you an employee or officer of any
business or agency that does business with Whatcom County? _____ () yes (X) no
If yes, please explain: _____
9. Have you declared candidacy (as defined by RCW 42.17A.055, see Instructions) for a paid elected
office in any jurisdiction within the county? _____ () yes (X) no

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

10. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community
activities, and education.
I began employment January 2016 at Whatcom Community Colleg and serve as the Director for Safety and Security. Prior to moving to Washington,
I worked in local government out of state (CA) with a concentration in community policing and law enforcement, as well as disaster management /
counter-terrorism / homeland security. A substantial area of experience is in community education and outreach.
11. Please describe why you're interested in serving on this board or commission: I was introduced to this commission through
colleagues, as well as participation in an audit review meeting. The mission, effort, and tangible outcomes presented were impressive and commendable.
I feel that my years of experience from another state and very large region will serve as a value to the collaborative efforts of the commission.

References (please include daytime telephone number): Jana Koshinz 360-383-3403 / Rebecca Butler 425-466-4060 / Margaret Vlahos
360-383-3564

Signature of applicant: _____

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



Whatcom County

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

Agenda Bill Master Report

File Number: AB2019-278

File ID:	AB2019-278	Version:	1	Status:	Agenda Ready
File Created:	05/06/2019	Entered by:	SMock@co.whatcom.wa.us		
Department:	Public Works Department	File Type:	Ordinance		

First Assigned to: Council

Agenda Date:	05/21/2019	Next Mtg. Date:	Hearing Date:
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Primary Contact Email: sdraper@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Ordinance establishing a speed limit for several roads in the Bennett Drive area

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

This ordinance establishes a speed limit of 25 MPH for several roads in the Bennett Drive area and is necessary to comply with RCW 46.61.415.

HISTORY OF LEGISLATIVE FILE

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

From: Joseph P. Rutan, P.E., County Engineer/Assistant Director *JPR*

Date: May 3, 2019

Re: **Ordinance Establishing a Speed Limit for several roads in the Bennett Drive Area**

Requested Action

Public Works respectfully requests that the County Council adopt the proposed ordinance to establish a speed limit of 25 MPH for several roads in the Bennett Drive area, Section 14, Township 38 North, Range 2 East, W.M.

Background and Purpose

Whatcom County Public Work reviewed the speed limits on all local access roads in the vicinity of Bennett Drive and found that the speed limits of roads within the area, which includes roads around the perimeter of Alderwood Elementary School, should be established at 25 MPH. This includes McLeod Road which currently is signed as 25 MPH, but has no ordinance codifying the speed limit.

Information

This ordinance is necessary to comply with RCW 46.61.415.

Please contact Joe Rutan at extension 6219 with any questions regarding this ordinance.

PROPOSED BY: Public Works - Engineering
INTRODUCTION DATE: _____

ORDINANCE NO. _____

ESTABLISHING A SPEED LIMIT FOR SEVERAL ROADS IN THE BENNETT DRIVE AREA

WHEREAS, the County Council is authorized under RCW 46.61.415 to establish speed limits on certain County roads; and

WHEREAS, all roads within the proposed area are urban local access in nature; and

WHEREAS, a review of these roads was conducted by the County Engineer's Office; and

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that the speed limit be established as follows:

25 MPH on the following roads, located within Section 14, Township 38 North, Range 2 East, W.M.

1. McLeod Road, between the Bellingham City limits and Hollywood Ave.
2. Redwood Ave., between Alderwood Ave. and Hollywood Ave.
3. Hollywood Ave., between McLeod Road and McAlpine Road.
4. Willow Wood Ave., between McLeod Road and Alderwood Ave.
5. All roads within the Plat of Birchwood Height's, Division No.2

BE IT FURTHER ORDAINED, that the County Engineer is hereby directed to install the appropriate signs and the Whatcom County Sheriff and the Washington State Patrol be notified by a copy of this ordinance.

Provisions of this ordinance are hereby added to Whatcom County Code, Section 10.040.030.

ADOPTED this ____ day of _____, 2019.

ATTEST:

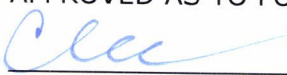
WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Clerk of the Council

Rud Browne, Council Chair

APPROVED AS TO FORM:

WHATCOM COUNTY EXECUTIVE
WHATCOM COUNTY, WASHINGTON

 5/9/19

Christopher Quinn,
Civil Deputy Prosecutor

Jack Louws, County Executive

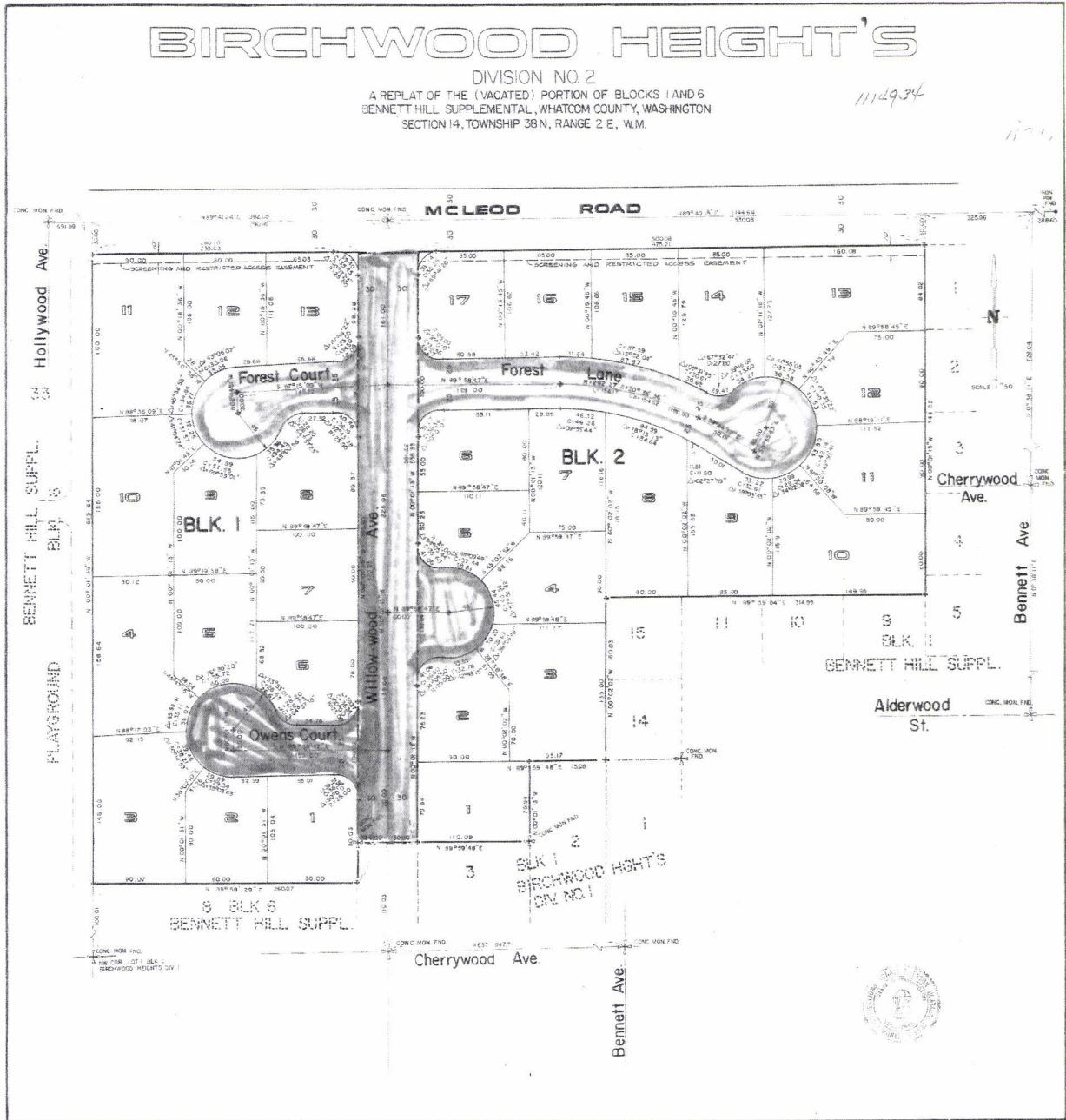
() Approved () Denied

Date Signed: _____

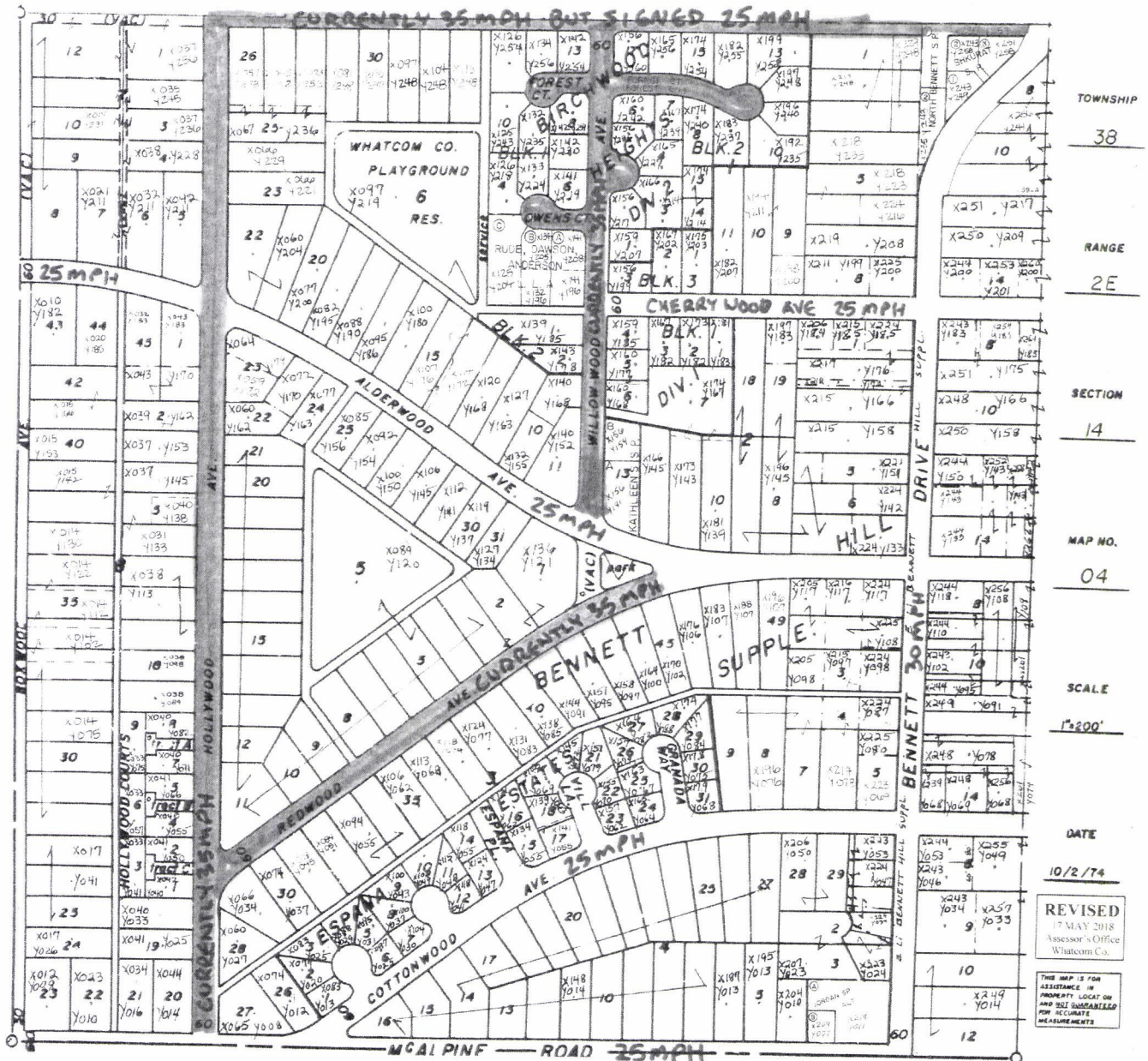
Maps

Plat of Birchwood Height's, Division No. 2

P-1170



Vicinity Map





Whatcom County

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

Agenda Bill Master Report

File Number: AB2019-288

File ID:	AB2019-288	Version:	1	Status:	Agenda Ready
File Created:	05/07/2019	Entered by:	SMock@co.whatcom.wa.us		
Department:	Public Works Department	File Type:	Ordinance		

First Assigned to: Council

Agenda Date: 05/21/2019

Next Mtg. Date:

Hearing Date:

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

TITLE FOR AGENDA ITEM:

Ordinance establishing a speed limit for Delta Line Road

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

This ordinance establishes a speed limit of 25 MPH for Delta Line Road from Vista Drive to the cul-de-sac at Mile Post 0.62, pursuant to RCW 46.61.415.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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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*

Date: May 3, 2019

Re: Ordinance Establishing a Speed Limit for Delta Line Road

Requested Action

Public Works respectfully requests that the County Council adopt the proposed ordinance to establish a speed limit of 25 MPH for Delta Line Road, from Vista Drive to the cul-de-sac at Mile Post 0.62, Section 1, Township 39 North, Range 1 East, and Section 6, Township 39 North, Range 2 East, W.M.

Background and Purpose

Whatcom County Public Work reviewed the speed limit and while the speed limit is signed at 25 MPH, there is no ordinance codifying the speed limit. After review, it was determined that a speed limit should be established on Delta Line Road.

Information

This ordinance is necessary to comply with RCW 46.61.415.

Please contact Joe Rutan at extension 6219 with any questions regarding this ordinance.

PROPOSED BY: Public Works - Engineering
INTRODUCTION DATE: _____

ORDINANCE NO. _____

ESTABLISHING A SPEED LIMIT FOR DELTA LINE ROAD

WHEREAS, the County Council is authorized under RCW 46.61.415 to establish speed limits on certain County roads; and

WHEREAS, a review of speed limits has found this posted speed limit not codified; and

WHEREAS, the County Engineer has agreed that it is necessary to formally establish new speed limits; and

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that the speed limit be established as follows:

25 MPH on Delta Line Road, from Vista Drive to the Cul-de-sac at MP 0.62, Section 1, Township 39 North, Range 1 East, and Section 6, Township 39 North, Range 2 East, W.M.

BE IT FURTHER ORDAINED, that the County Engineer is hereby directed to install the appropriate signs and the Whatcom County Sheriff and the Washington State Patrol be notified by a copy of this ordinance.

Provisions of this ordinance are hereby added to Whatcom County Code, Section 10.040.030.

ADOPTED this ____ day of _____, 2019.

ATTEST:


WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Clerk of the Council

Rud Browne, Council Chair

APPROVED AS TO FORM:

WHATCOM COUNTY EXECUTIVE
WHATCOM COUNTY, WASHINGTON

 5/9/19

Christopher Quinn,
Civil Deputy Prosecutor

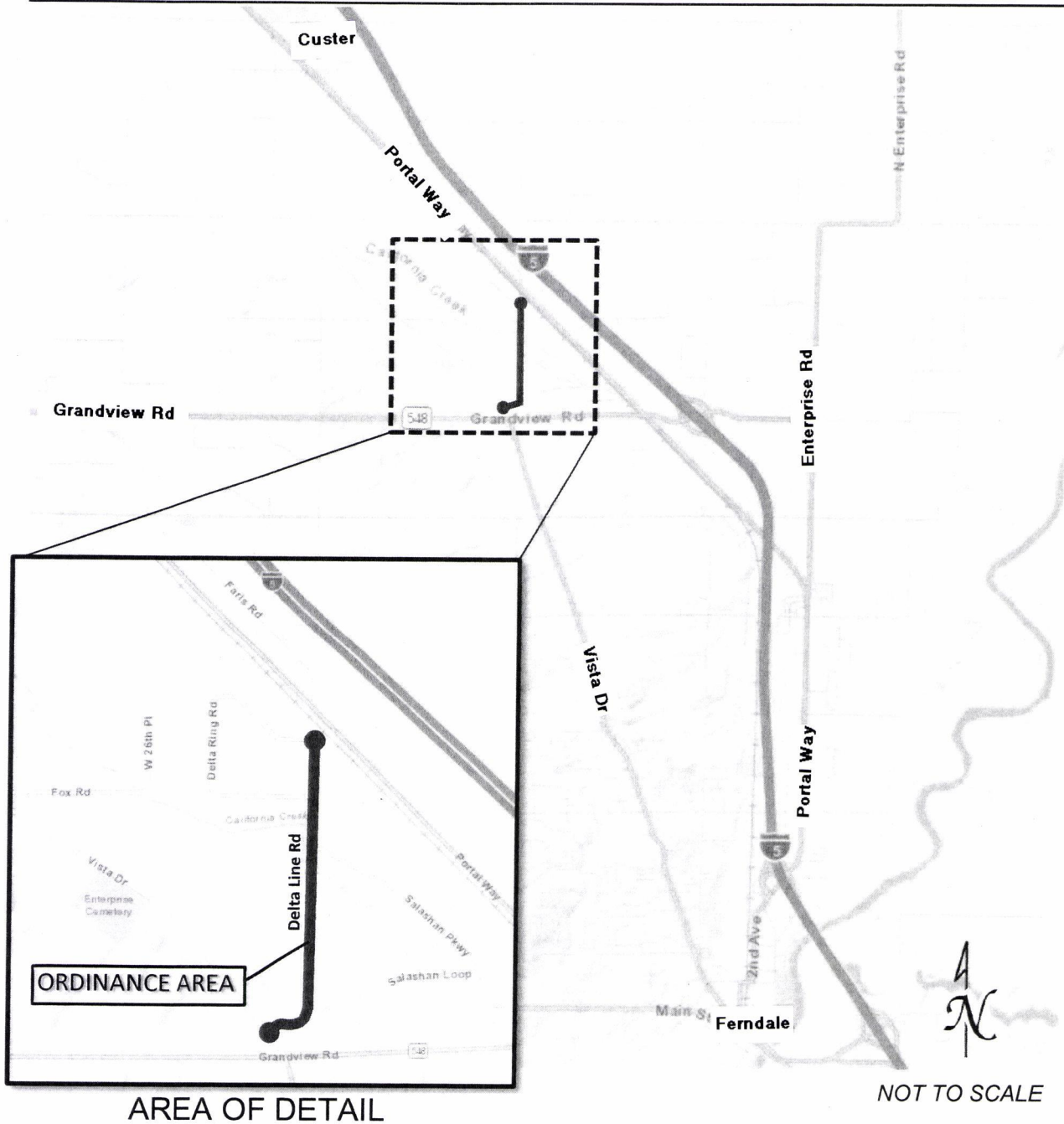
Jack Louws, County Executive

() Approved () Denied

Date Signed: _____

LOCATION MAP

Delta Line Road – 25 MPH Speed Limit Ordinance Area





Whatcom County

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

Agenda Bill Master Report

File Number: AB2019-289

File ID:	AB2019-289	Version:	1	Status:	Agenda Ready
File Created:	05/07/2019	Entered by:	SMock@co.whatcom.wa.us		
Department:	Public Works Department	File Type:	Ordinance		

First Assigned to: Council

Agenda Date:	05/21/2019	Next Mtg. Date:		Hearing Date:	
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Primary Contact Email: sdraper@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Ordinance establishing a speed limit for several roads in the Northwest Drive area

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

This ordinance establishes a speed limit of 25 MPH for all roads within the Plat of Country Haven and Clarkson Lane pursuant to RCW 46.61.415.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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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*

Date: May 3, 2019

Re: **Ordinance Establishing a Speed Limit for several roads in the Northwest Drive area.**

Requested Action

Public Works respectfully requests that the County Council adopt the proposed ordinance to establish a speed limit of 25 MPH for all roads within the Plat of Country Haven, Section 27, Township 39 North, Range 2 East, W.M., and for Clarkson Lane, over its entire length, Section 10, Township 39 North, Range 2 East, W.M.

Background and Purpose

Whatcom County Public Work received a petition from local residents to establish a speed limit of 25 MPH on Clarkson Lane and determined that given the residential nature of the area, and in keeping with the similitude of other dead end, local access roads in the area, the speed limit should be established. While reviewing the Clarkson Lane petition, staff also reviewed the speed limits on all local access roads in the vicinity of Northwest Drive from West Smith Road to West Wisner Lake Road and found that roads within the Plat of Country Haven, while signed as 25 MPH, have no ordinance codifying the speed limit. After review, it was determined that the speed limit should be established.

Information

This ordinance is necessary to comply with RCW 46.61.415.

Please contact Joe Rutan at extension 6219 with any questions regarding this ordinance.

ORDINANCE NO. _____

**ESTABLISHING A SPEED LIMIT FOR SEVERAL ROADS IN THE NORTHWEST DRIVE
AREA**

WHEREAS, the County Council is authorized under RCW 46.61.415 to establish speed limits on certain County roads; and

WHEREAS, a petition to lower the speed limit on Clarkson Lane has been received by the County Engineers' Office from local residents; and

WHEREAS, all roads within the Plat of Country Haven are residential in nature, and

WHEREAS, the County Engineer has agreed that it is necessary to formally establish the new speed limits; and

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that the speed limits be established as follows:

25 MPH on Clarkson Lane, for its entire length, Section 10, Township 39 North, Range 2 East, W.M.

25 MPH on all roads within the Plat of Country Haven, Section 27, Township 39 North, Range 2 East, W.M.

BE IT FURTHER ORDAINED, that the County Engineer is hereby directed to install the appropriate signs and the Whatcom County Sheriff and the Washington State Patrol be notified by a copy of this ordinance.

Provisions of this ordinance are hereby added to Whatcom County Code, Section 10.040.030.

ADOPTED this _____ day of _____, 2019.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Clerk of the Council

Rud Browne, Council Chair

APPROVED AS TO FORM:

WHATCOM COUNTY EXECUTIVE
WHATCOM COUNTY, WASHINGTON

Christopher Quinn 5/9/19
Christopher Quinn,
Civil Deputy Prosecutor

Jack Louws, County Executive

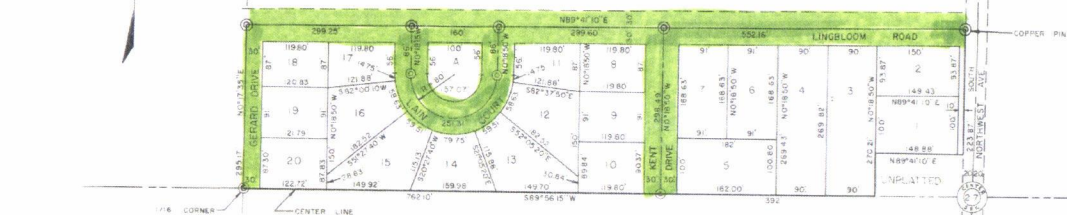
() Approved () Denied

Date Signed: _____

Plat of Country Haven

PLAT OF
COUNTRY HAVEN
SEC. 27, T39N, R2E, W.M.
WHATCOM COUNTY, WASHINGTON
SCALE 1" = 100'

UNPLATTED



DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, THE UNDERSIGNED, WILLARD L. JOHNSON, MARGARET E. JOHNSON, HOWARD S. GERARD, and DANNY W. GERARD, BEING OWNERS IN FEE SIMPLE OF THE MERIDIAN BANK, BEING WORTHLESS OF RECORD OF THE LAND HEREBY DECLARED THIS PLAT AND DEDICATE TO THE PUBLIC FOREVER ALL ROADS SHOWN THEREON, TRACT A'S SHOWN THEREON SHALL BE RESTRICTED BY THE COVENANTS.

Willard L. Johnson
Margaret E. Johnson
Howard S. Gerard
Danny W. Gerard

ACKNOWLEDGMENT

STATE OF WASHINGTON)
COUNTY OF WHATCOM)
ON THIS 14th DAY OF JULY, 1965
BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE SAID COUNTY AND STATE, PERSONALLY APPEARED WILLARD L. JOHNSON, MARGARET E. JOHNSON, HOWARD S. GERARD and DANNY W. GERARD, TO ME KNOWN TO BE THE INDIVIDUALS WHO EXECUTED THE FOREGOING DEDICATION AND ACKNOWLEDGED TO ME THAT THEY SIGNED THE SAME FOR THE USES AND PURPOSES THEREIN SET FORTH.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL, THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

Willard L. Johnson
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
RESIDING AT *Bellevue*

DESCRIPTION

WE, THE UNDERSIGNED EDWARD M. PAULSEN and KNUD S. HUGGEN, DO HEREBY CERTIFY THAT THIS PLAT, TITLED COUNTRY HAVEN, IS BASED UPON AN ACTUAL SURVEY MADE IN ACCORDANCE WITH THE REQUIREMENT OF STATE LAW THAT ALL DISTANCES, COURSES AND ANGLES ARE CORRECTLY SHOWN HEREON, THAT ALL MONUMENTS AND STAKES HAVE BEEN ACCURATELY PLACED ON THE GROUND AND THAT THE PLAT COVERS AND EMBRACES THAT PORTION OF THE SE 1/4, SEC. 27, T39N, R2E, W.M. DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER OF SAID TRUE POINT OF BEGINNING, THENCE S89°46'15"W AND CONTINUING TO FOLLOW THE SAID CENTER LINE 152.0 MORE OR LESS TO THE S 1/4 CORNER OF THE N 1/4 OF SAID SEC. 17, THENCE N07°17'35"E AND FOLLOWING THE 1/16 LINE OF SAID N 1/4 OF SAID SEC. 17, THENCE 131.0 MORE OR LESS TO A POINT ON THE SAID CENTER LINE 223.87, THENCE S08°41'10"W 158.88, THENCE S01°18'30"E 76.34 MORE OR LESS TO THE TRUE POINT OF BEGINNING.

Edward M. Paulsen
REGISTERED PROFESSIONAL ENGINEER

Knud S. Huggen
REGISTERED PROFESSIONAL LAND SURVEYOR



UNPLATTED

ENGINEER'S APPROVAL

EXAMINED AND APPROVED BY THE WHATCOM COUNTY ENGINEERING DEPARTMENT THIS 13th DAY OF JULY, 1965.

J. D. [Signature]
ENGINEER, WHATCOM COUNTY, WASHINGTON

PLANNING COMMISSION APPROVAL

EXAMINED AND APPROVED BY THE WHATCOM COUNTY PLANNING COMMISSION THIS 13th DAY OF JULY, 1965.

[Signature]
CHAIRMAN, WHATCOM COUNTY PLANNING COMMISSION

COMMISSIONER'S APPROVAL

APPROVED BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS OF WHATCOM COUNTY THIS 13th DAY OF JULY, 1965.

ATTEST: *[Signature]*
CLERK OF THE BOARD
BY: *[Signature]*
CHAIRMAN, WHATCOM COUNTY COMMISSIONERS

TREASURER'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS THAT ALL TAXES REQUIRED BY LAW TO BE PAID UPON THAT PORTION OF REAL ESTATE EMBRACED WITHIN THE PLAT HAVE BEEN FULLY PAID AS PRESCRIBED BY LAW AND AS SHOWN BY THE RECORDS IN MY OFFICE.

WITNESS MY HAND AND OFFICIAL SEAL THIS 30th DAY OF JULY, 1965.

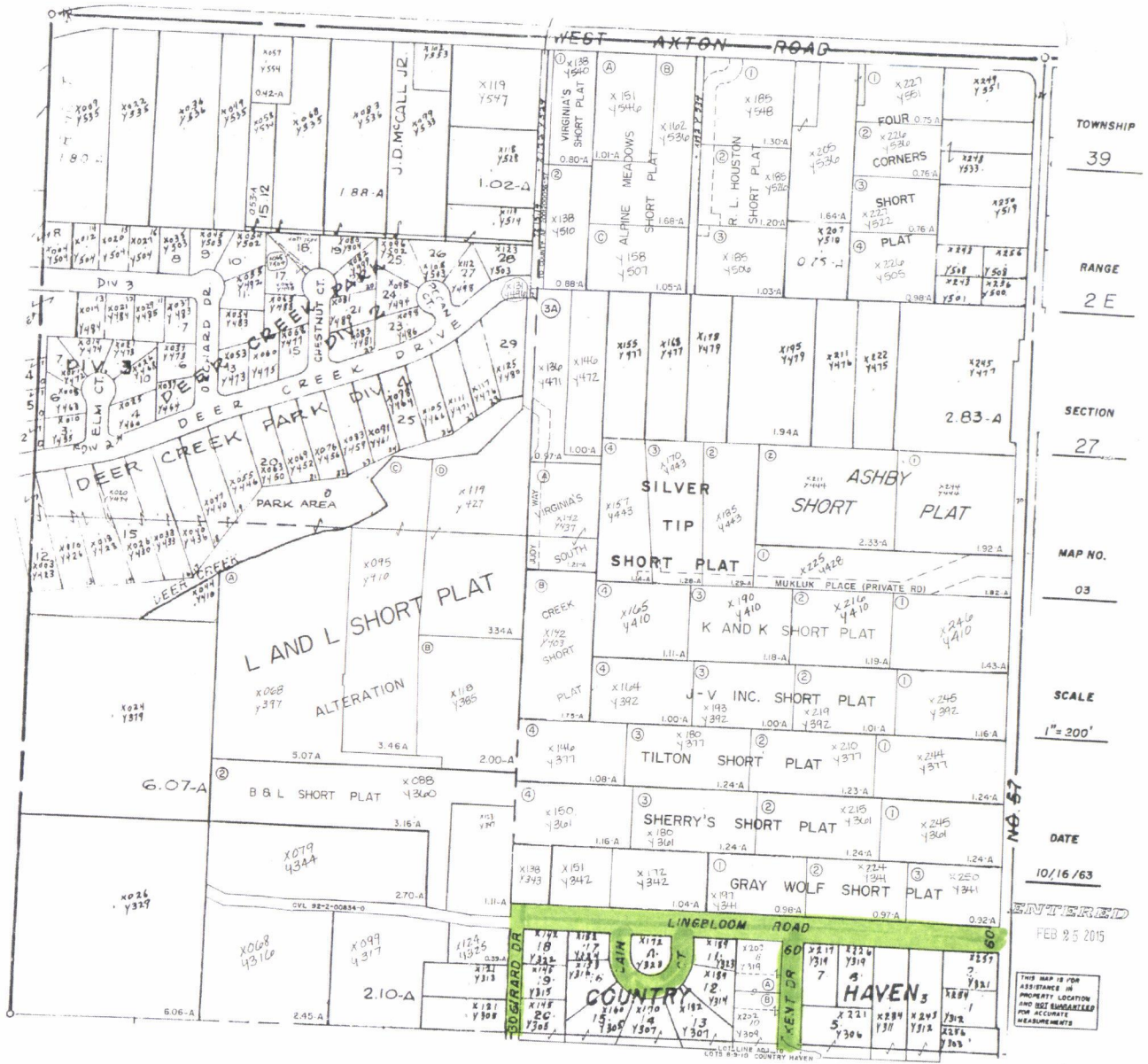
Paul [Signature]
TREASURER, WHATCOM COUNTY, WASHINGTON

AUDITOR'S CERTIFICATE

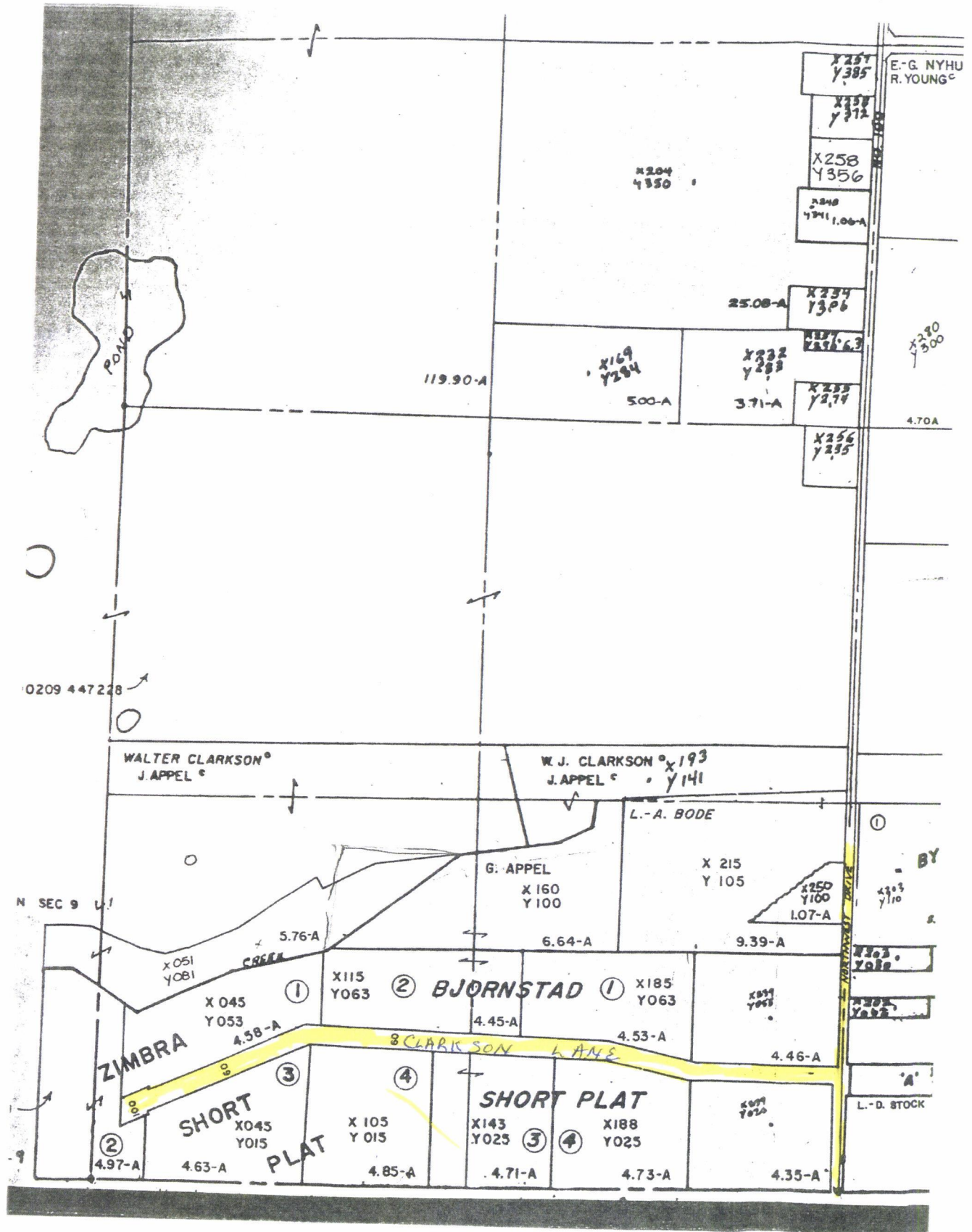
I HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE AUDITOR OF WHATCOM COUNTY, WASHINGTON, AT THE REQUEST OF *Ed Paulsen* ON THIS 12th DAY OF JULY, 1965, AT 4 MINUTES PAST 4 P.M. AND RECORDED IN VOLUME 32 OF PLATS, PAGES 79 OF THE RECORDS OF SAID COUNTY.

Ed Paulsen
AUDITOR, WHATCOM COUNTY, WASHINGTON

Vicinity Map



Vicinity Map



Petition

CLARKSON LANE

* REQUEST FOR 25 MPH SPEED LIMIT & Sign

REASONS:

- ① Shared use dead end road (Bikes, CARS, FARM EQ, Pedestrians)
- ② Inadequate Shoulders at 2 culverts

① Name (Print)

Greg & Cindy ANDERSON

Signature

Gregory J. Anderson

Cindy Anderson

Address

1200 CLARKSON LANE

② KEN + SALLY VAN KOOTEN

1265 CLARKSON LANE

360-384-6377

③ DARRIN & TAVIS OTTER

1205 CLARKSON LN

360-319-2778

④ Jerry Gilliam

1155 CLARKSON LANE

360-384-4562

⑤ Dale Zimbalman

384-1026


1270 Clarkson Ln.

⑥ Lerach Appel

1184 Clarkson Ln.



CLARKSON LANE
25 MPH + SIGN REQUEST

- ⑦ Name Gary Laughlin
Signature 
Address 1160 Cummins Ln.
- ⑧ DICK & BETTY HAWKINS
1100 CLARKSON LN.
Ferndale, Wash.
- ⑨ ROBERT & KAREN CHERVENOCK
1115 CLARKSON LN.
FERNDALF, WN 98248
- ⑩ Ken + Annette Kirkman
1185 Clarkson Ln
Ferndale WA 98248
- ⑪ Audrey Appel
1188 Clarkson LN.
- ⑫



Whatcom County

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

Agenda Bill Master Report

File Number: AB2019-306

File ID:	AB2019-306	Version:	1	Status:	Agenda Ready
File Created:	05/14/2019	Entered by:	DBrown@co.whatcom.wa.us		
Department:	Council Office	File Type:	Ordinance		
First Assigned to:	Council				
Agenda Date:	05/21/2019	Next Mtg. Date:		Hearing Date:	

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

TITLE FOR AGENDA ITEM:

Ordinance amending Whatcom County Code Chapters 11.16, 11.20, and 11.32 to protect Lake Samish water quality and shoreline properties

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Ordinance amending Whatcom County Code Chapters 11.16, 11.20, and 11.32 to protect Lake Samish water quality and shoreline properties

HISTORY OF LEGISLATIVE FILE

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

Final Action:
Enactment Date:
Enactment #:

ORDINANCE NO. _____

**AMENDING WHATCOM COUNTY CODE CHAPTERS 11.16, 11.20, AND 11.32 TO PROTECT LAKE
SAMISH WATER QUALITY AND LAKE SAMISH SHORELINE PROPERTIES**

WHEREAS, Lake Samish functions simultaneously as an important recreational resource, and as an important drinking water source for residents in the area, and

WHEREAS, Property owners around Lake Samish invest substantial resources into drinking water systems, docks, decks, and other facilities that may be harmed and degraded by excessive boat wakes, and

WHEREAS, Whatcom County maintains public roads and public facilities immediately adjacent to the shoreline of Lake Samish that could potentially be harmed and degraded by excessive boat wakes, and

WHEREAS, a relatively new class of recreational boats carrying large amounts of water for ballast (weight) are designed to displace maximum amounts of lake water around and behind the boats in order to, as one manufacture advertises, "displace all the water we can" to make "the biggest badest surf waves we want", and

WHEREAS, these vessels are operating on Lake Samish, and wakes from these boats have been observed travelling to shores of Lake Samish with force sufficient to damage private property, and

WHEREAS, the Whatcom County code currently recognizes the need to protect public health, safety, and property with regulations on the speed of vessels on Lake Whatcom, and with regulations on the manner and distance that vessels operate from the shore of Lake Whatcom, and

WHEREAS, the Whatcom County code currently recognizes that older, two-stroke boat motors are inappropriate for use on Lake Whatcom, a lake that also serves as a source for drinking water, but this provision has not been extended to Lake Samish, and

WHEREAS, the Whatcom County code currently requires that vessels towing people for waterskiing, surfing and other activities remain 300 feet from the shores of Lake Whatcom, and that vessels on Lake Whatcom must operated at six miles per hour within 300 feet of the shores of Lake Whatcom, but these provisions have not been extended to Lake Samish,

1 **NOW, THEREFORE, BE IT ORDAINED** that Chapter 11.16 of the County Code shall be
2 amended such that a six mile per hour speed limit shall apply 300 feet from the shore of Lake
3 Samish and the code is also amended to extend the no-wake zone as defined in Exhibit A to this
4 ordinance.
5

6 **NOW, THEREFORE, BE IT FURTHER ORDAINED** that Chapter 11.20 of the County Code
7 shall be amended such that vessels will not operate within 300 feet from the shore of Lake
8 Samish when waterskiing and wake surfing as defined in Exhibit A to this ordinance.
9

10 **NOW, THEREFORE, BE IT FINALLY ORDAINED** that Chapter 11.32 of the County Code
11 shall be amended to phase in a prohibition of two-stroke engine powered watercraft on Lake
12 Samish as defined in Exhibit A to this ordinance.
13

14 **ADOPTED** this ____ day of _____, 2019.
15

16
17 ATTEST:
18

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

19 _____
20 Dana Brown-Davis, Clerk of the Council
21

Rud Browne, Council Chair
22

23 WHATCOM COUNTY EXECUTIVE
24 APPROVED AS TO FORM:
25

WHATCOM COUNTY, WASHINGTON

26 _____
27 Civil Deputy Prosecutor
28

Jack Louws, County Executive
29

() Approved () Denied
30

Date Signed: _____
31
32
33
34
35
36
37

Chapter 11.16

OPERATION AND SPEED REGULATIONS

Sections:

[11.16.010 Operation – Overloading prohibited.](#)

[11.16.020 Operation – Right-of-way rules.](#)

[11.16.030 Speed regulations.](#)

11.16.010 Operation – Overloading prohibited.

It is unlawful for any vessel to be loaded with passengers or cargo which exceed the safe-carrying capacity of the vessel where the safe-carrying capacity of the vessel is specified by the manufacturer.

Such limitation shall be considered the maximum safe load, and in no event shall a vessel be loaded beyond a capacity which is reasonable and prudent under given atmospheric conditions and other actual and potential hazards affecting operation. (Ord. 90-83 (part)).

11.16.020 Operation – Right-of-way rules.

The operation rules as between vessels are provided as follows:

A. When two vessels are approaching each other head on, or so nearly so as to involve the risks of collision, each boat shall bear to the right and pass the other boat on its left side.

B. One vessel may overtake another on either side but shall grant the right-of-way to the overtaken boat.

C. When two vessels are approaching each other obliquely or at right angles, the boat approaching on the right side has the right-of-way.

D. A vessel underway must yield the right-of-way to a craft not underway.

E. A motor-powered vessel underway must yield the right-of-way to a sailboat, rowboat, canoe, or other vessel not propelled by a motor.

F. A seaplane underway shall yield the right-of-way to all other vessels.

G. A swimmer including a person on a flotation device, or a fallen skier, has the right-of-way over any craft.

H. No vessel shall approach within 50 feet of a diver's flag indicating the presence of a person operating under water.

I. All vessels shall reduce speed and, if necessary, stop and, in any event, yield the right-of-way upon the approach of an emergency vessel. (Ord. 90-83 (part)).

11.16.030 Speed regulations.

A. Speed Limits. No vessel shall exceed the following speeds, except as provided in Chapter 11.36 WCC:

1. Within 100 feet of a swimmer, six miles per hour;

2. Within 150 feet from docks, floats, or the shoreline on every lake except Lake Whatcom and Lake Samish where the distance shall be 300 feet from docks, floats, or the shoreline (except when necessary for a safe take off as defined in WCC 11.20.010(C)), six miles per hour;

3. Within 100 feet of any vessel not propelled by a motor, six miles per hour;

4. One-half hour after sunset to one-half hour before sunrise, eight miles per hour;

5. During daylight hours in unrestricted areas, 40 miles per hour;

6. Within 300 feet of any public boat launch, six miles per hour;

7. Within South Bay Lake Whatcom south of a line approximately as defined as extending from 48° 40' 48" N, 122° 18' 49" W to 48° 40' 43" N, 122° 18' 36", shall be designated as a "no-wake" zone.

8. Within Lake Samish the area between county bridge No. 107 (bridge located south of, and adjacent to, Lake Samish Park) and the North-South line of 122° 24' 00" West shall be designated as a "no-wake" zone.

B. Due Care and Caution Required. Compliance with the speed regulations contained herein shall not relieve the operator of any vessel from the further exercise of due care and caution as circumstances shall require. (Ord. 2004-036 § 1; Ord. 2002-027; Ord. 90-83 (part)).

1 Chapter 11.20
2 WATER SKIING, SWIMMING AND SKIN DIVING
3 REGULATIONS

4 Sections:

5 [11.20.010 Water skiing.](#)

6 [11.20.020 Swimming.](#)

7 [11.20.025 Floatation devices on the South Fork of the Nooksack River.](#)

8 [11.20.030 Skin diving.](#)

9 **11.20.010 Water skiing.**

10 A. Age Requirements. No vessel which has in tow or is otherwise assisting a person on water skis,
11 aquaplane, surfboard, innertube or similar contrivances, shall be operated unless such vessel is occupied
12 by at least two persons, one at least the age of 16 years, and one of at least eight years of age who shall
13 be observer or ski-tender in addition to the operator; provided that this prohibition shall not apply to
14 vessels used in duly authorized ski tournaments.

15 B. Intoxication Prohibited. No person shall ride or manipulate any water skis, aquaplane, surfboard,
16 innertube or similar contrivance while in tow, or being assisted by a vessel, when such person is under
17 the influence of intoxicating liquor or drugs to a degree which renders said person incapable of safely
18 riding or manipulating such a contrivance.

19 C. Distance from Shoreline. Except on safe takeoffs and safe landing, vessels and persons under tow on
20 water skis, aquaplane, surfboard, innertube or a similar contrivance, and vessels being utilized to displace
21 water for the purpose of surfing or wakesurfing or similar activities that produce wakes for surfing must
22 keep 150 feet or more from the dock, float, or shoreline ~~with the exception of Lake Whatcom which shall~~
23 ~~remain at~~ except for Lake Whatcom and Lake Samish where the distance shall be 300 feet from the
24 shore, dock or float. A takeoff will not be considered "safe" unless the person(s) under tow are heading
25 away from the shore and the takeoff can be accomplished without any risk to swimmers or vessels. The
26 person(s) under tow, but not the vessel, may come within 150 feet of the shoreline when in the process of
27 landing, provided that the return to the shore must be at any angle of 45 degrees or more to the shoreline.

28 D. Other Vessels. No vessel shall follow behind a skier closer than 300 feet, not cross the towing boat
29 bow by less than 200 feet, nor alongside a skier closer than 100 feet.

1 E. Personal Flotation Devices Required. Any person on water skis, aquaplane, surfboard, innertube or
2 similar contrivance shall wear about his body a type I, II, or III personal flotation device as defined and
3 required by the U.S. Coast Guard.

4 F. Conduct. Any person on water skis, aquaplanes, surfboards, innertubes, or similar contrivances shall
5 conduct himself upon the same in a careful and prudent manner, and shall remain at all times a
6 reasonable and prudent distance from other persons and from the property of others, and shall not come
7 within 100 feet of a swimmer or any other vessel.

8 G. Hours. No vessel shall have in tow or shall otherwise assist a person on water skis, aquaplane,
9 surfboard, innertube or a similar contrivance from one-half hour after sunset to one-half hour before
10 sunrise; provided, that this subsection shall not apply to vessels engaged in duly authorized water ski
11 competitions or expositions.

12 H. Pattern. All boats towing skiers shall go in a counterclockwise pattern.

13 I. Public Boat Launches. No drop-off or take-off of skier or having a person in tow within 300 feet of public
14 boat launch.

15 J. Skier Down Flags. When your skier is in the water the observer must display a red or orange "skier
16 down" flag. This flag must be 12 inches square and mounted on a two-foot pole. (Ord. 90-83 (part)).

17 **11.20.020 Swimming.**

18 No person shall swim or operate a paddleboard, innertube, rubber raft or similar unlicensed device except
19 in restricted swimming areas or within a distance of 150 feet from the shore, unless the swimmer is
20 accompanied by a vessel. (Ord. 90-83 (part)).

21 **11.20.025 Floatation devices on the South Fork of the Nooksack River.**

22 No person shall operate a paddleboard, innertube, inflatable floatation device, foam floatation device,
23 limb-propelled floatation device, or rubber raft intended for limb use on the section of the South Fork of
24 the Nooksack River between Edfro Creek and the Acme Bridge between the dates of June 1st and
25 October 31st. The provisions of this section shall not apply to:

26 A. Devices engaged principally in commercial operations constituting an act of interstate or foreign
27 commerce or bona fide scientific research;

28 B. Use for emergency purposes when there is reasonable belief that such use is necessary to protect or
29 preserve persons, animals or property;

- 1 C. Use by law enforcement agencies to enforce the above provisions;
- 2 D. Department of Natural Resources-designated and Whatcom County-designated swimming/boating
- 3 areas on the South Fork of the Nooksack River. (Ord. 2005-089 Exh. A).

4 **11.20.030 Skin diving.**

- 5 A. No person shall operate (swim, float or walk) under water with the aid of any artificial device such as
- 6 snorkel or self-contained underwater breathing apparatus (scuba) beyond 100 feet from the shoreline
- 7 unless closely accompanied by a boat displaying a diver's flag or unless marked by a diver's flag above
- 8 the water surface and above the operator's position in the water.
- 9 B. The underwater operator shall keep within a 50-foot horizontal radius of the diver's flag at all times.
- 10 C. No person shall display any diver's flag except during the period a person is operating under water
- 11 within the vicinity of the diver's flag.
- 12 D. Separate diver's flags shall be displayed for each person so operating under water.
- 13 E. No person shall operate under water, except with a permit issued at the discretion of the sheriff's
- 14 department, within a 300-foot horizontal radius of any boat ramp or landing wharf of any boat marina, nor
- 15 shall such person operate within a 100-foot horizontal radius of any platform normally used for diving.
- 16 (Ord. 90-83 (part)).

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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: AB2019-277

File ID:	AB2019-277	Version:	1	Status:	Agenda Ready
File Created:	05/03/2019	Entered by:	SWinger@co.whatcom.wa.us		
Department:	Finance Division	File Type:	Resolution to Sell Surplus Property		
First Assigned to:	Council				
Agenda Date:	05/21/2019	Next Mtg. Date:		Hearing Date:	

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

TITLE FOR AGENDA ITEM:

Resolution authorizing the sale of surplus personal property pursuant to WCC 1.10

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

The County Purchasing Agent is required by Whatcom County Code 1.10.180 to submit a list (see Exhibit 'A') of surplus personal property to the Council for authority to dispose of said personal property

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Resolution (Auth) - May 2019 (ER&R), Exhibit A

Final Action:
Enactment Date:
Enactment #:

PROPOSED BY: Finance

DATE INTRODUCED: 05/21/2019

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE SALE OF WHATCOM COUNTY SURPLUS PERSONAL PROPERTY

PURSUANT TO WCC 1.10

WHEREAS, a public hearing was held on _____, 2019 to discuss the sale of Whatcom County personal property; and

WHEREAS, it was determined to be in the best interest of Whatcom County to sell the property listed in Exhibit "A" and such property shall be sold at public auction or by sealed bid after February 2019, subsequent to compliance with notice requirements of WCC 1.10.200; and

NOW, THEREFORE, BE IT RESOLVED that the property listed in Exhibit "A" be sold at public auction or by sealed bid after May 2019 pursuant to the notice requirements of WCC 1.10.200.

BE IT FURTHER RESOLVED that where there is no bid within the advertised terms the County may withdraw the property from the sale, or if the County deems such action to be in the public interest, reject any or all bids either written or oral, and thereafter negotiate the sale of the property providing the negotiated price is higher than the highest bid at the public sale and that the public has notice by advertisement, under WCC 1.10.200, and an opportunity to compete through mailed bids, for the purchase by offer of a more favorable price.

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 Prosecuting Attorney

**WHATCOM COUNTY
PUBLIC WORKS DEPARTMENT**

Jon Hutchings
Director



EQUIPMENT SERVICES DIVISION

901 W. Smith Road
Bellingham, WA 98226-9610
Phone (360) 676-6759
Fax (360) 676-6879
Eric L. Schlehuber, Division Manager

Exhibit "A"
CAPITAL EQUIPMENT SURPLUS REQUEST
May 2019

PUBLIC WORKS – EQUIPMENT SERVICES							
UNIT	YEAR	MAKE	MODEL	DEPT	VIN #	EST MILES/HRS	COMMENTS
016	2000	Ford	Taurus	JUVENILE	1FAPP5225YG252210	111,092	Already Replaced
017	1996	GMC	Safari SL Van	INFO SVCS	1GTD19WXTB535798	133,496	Already Replaced
046	2007	Ford	Escape 4X4	P&DS	1FMCU92Z37KA60026	104,034	Already Replaced
080	2005	Toyota	Prius-Hybrid	HEALTH	JTDKB22U553102902	113,450	Already Replaced
083	2003	Dodge	Intrepid SE	JUVENILE	2B3HD46R73H578327	108,802	Already Replaced
085	2009	Ford	F150 4X4 Extended Cab	M&O	1FTRX148X9FB03560	114,220	Already Replaced
090	2007	Ford	Escape 4X4	P&DS	1FMCU92Z67KA60022	123,000	Already Replaced
133	2004	Chevy	3500 Express Van	ENGINEERING	1GCHG39U541119281	141,493	Already Replaced
139	2005	Chevy	TrailBlazer 4x4	PDS	1GNDT13SX52350878	166,098	Already Replaced
143	2002	Ford	F150 4X4	M&O	1FTRX18L32NA28470	105,587	Already Replaced
161	2012	Chevy	1500 Silverado Extended Cab 4X4	M&O	1GCRKPEA9CZ305847	55,915	Totaled/Replaced
197	2002	Ford	F250 4X2	M&O	1FTNF20L02EA45150	102,862	Already Replaced
210	1992	International	5 YD Blade Truck	M&O	1HTGELJR9NH440910	110,643	Already Replaced
219	2004	Freightliner	5 YD Chip Truck	M&O	1FVACXCS04HN03458	141,519	Already Replaced
232	1991	International	4954 Single Axle 5yd Truck	M&O	1HTSDNZN3NH411428	111,356	Already Replaced
233	1991	International	4954 Single Axle 5yd Truck	M&O	1HTSDNZN3NH411429	146,928	Already Replaced
234	1993	International	4954 Single Axle 5yd Truck	M&O	1HTSDN2N5PH483311	158,067	Already Replaced
235	1993	International	4954 Single Axle 5yd Truck	M&O	1HTSDN2N7PH483312	122,524	Already Replaced
238	1999	Ford	F350 Patch Truck	M&O	1FDWF36L1XEE21732	128,010	Already Replaced
264	2003	Kenworth	T800B 6 Wheeler Dump Truck	M&O	1NKDXBEX83R386681	299,245	Already Replaced
285	1990	International	Single Axle 5yd Truck	M&O	1HTSETVN9LH272944	117,896	Already Replaced
301	2005	Sweeprite	Huskey II Mechanical Broom	M&O	49HAADB95DU06553	86,036	Already Replaced
307	1992	Etnyre	Lowboy Trailer	M&O	Q25204	68,525	Already Replaced
330	2008	McCormick	4X4 MTX120 Tractor	M&O	N45CL14046	7,952	Already Replaced
344	2004	New Holland	TS115A Tractor	M&O	ACP240041	8,346	Already Replaced
348	1995	Athey	7-12 Force Feed Loader	M&O	740-123K	3,104	Already Replaced
437	1989	Eager Beaver	12TXA Trailer	M&O	112TCP306KA032430	N/A	Already Replaced
444	1987	Beuthling	B-50 Roller	M&O	50-96	N/A	Already Replaced
459	2000	HI-WAY	Sander E2020XT 10'	M&O	107262	N/A	Already Replaced
467	1994	Portable	Sander	M&O	N/A	N/A	Already Replaced
472	1996	HI-WAY	Sander E2020 10'	M&O	N/A	N/A	Already Replaced
488	1971	Idealarc	Welder	ER&R	N/A	N/A	Already Replaced
530	2008	Diamond	DBR-050-C-H Mower head on #330	M&O	4684 MF10630	4,622	Already Replaced
544	2004	Alamo	Rotary Mower	M&O	MB21-02056	7,330	Already Replaced
570	1994	American	Reverse-A-Cast 11' Plow	M&O	N/A	N/A	Already Replaced
577	1994	Snow	Plow 12'	M&O	N/A	N/A	Already Replaced
706	1998	Miller	Diminsion 400 Welder	ER&R	JJ453428	N/A	Already Replaced
809	2001	Dodge	Ram 2500 4X4	PARKS	3B7KF23Z51G200897	108,413	Already Replaced
817	2004	Workhorse	WKHRS1000LX Utility Vehicle	PARKS	1596326	1,468	Already Replaced
820	1997	Chevy	3500 4X4 Bucket truck	FACILITY	1GBJK34J6VF038795	129,273	Already Replaced
831	2001	Dodge	2500 HU P/U	PARKS	3B7KC23Z91G195924	133,049	Already Replaced
865	2007	Tuff Tilt	20'Trailer	PARKS	1M9CF5B677L160098	N/A	Already Replaced
867	1992	Lorenz	Trailer	PARKS	WA89150074	N/A	Already Replaced
870	2007	Ford	F150 1/2T 4X4	PARKS	1FTRF14W57KC26706	101,200	Already Replaced

899	1997	GMC	EX Cab Cheyenne 2500	PARKS	1GCGC29R3VE266089	106,398	Already Replaced
980	2014	BMW	Motorcycle R12RTP/1170cc	SHERIFF	WB1044002EZW23339	35,812	Already Replaced
992	2009	BMW	Motorcycle R1200RTP	SHERIFF	WB10388049ZT14671	31,816	Already Replaced
6205	2009	Ford	Crown Victoria	SHERIFF	2FAHP71V19X129838	139,516	Already Replaced
6206	2009	Ford	Crown Victoria	SHERIFF	2FAHP71V39X129839	140,214	Already Replaced
6207	2009	Ford	Crown Victoria	SHERIFF	2FAHP71VX9X129840	159,107	Already Replaced
6209	2009	Ford	Crown Victoria	SHERIFF	2FAHP71V39X129842	148,642	Already Replaced
6210	2009	Ford	Crown Victoria	SHERIFF	2FAHP71V59X129843	169,608	Already Replaced
6212	2009	Ford	Crown Victoria	SHERIFF	2FAHP71V99X129845	126,600	Already Replaced
6216	2009	Ford	Crown Victoria	SHERIFF	2FAHP71V69X129849	135,940	Already Replaced
6217	2009	Ford	Crown Victoria	SHERIFF	2FAHP71V29X129850	134,790	Already Replaced
6831	2000	John Deere	F935 Mower	PARKS	MOF935X186937	2,401	Already Replaced

DESCRIPTION

GENERAL FUND – SURPLUS EQUIPMENT

UNIT	YEAR	MAKE	MODEL / DESCRIPTION	DEPT	PROPERTY TAG #	COMMENTS

DESCRIPTION
