**WHATCOM COUNTY COUNCIL AGENDA BILL**

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<th>CLEARANCES</th>
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<th>Date</th>
<th>Date Received in Council Office</th>
<th>Agenda Date</th>
<th>Assigned to:</th>
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<td>Executive:</td>
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**TITLE OF DOCUMENT:**
Collective Bargaining Agreement – Whatcom County and Teamsters Union Local 231 - Master

**ATTACHMENTS:**
Master Collective Bargaining Agreement

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

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

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

**Requested Date:**

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

Master Collective Bargaining Agreement, through December 31, 2014.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

**Related County Contract #:**
200806023

**Related File Numbers:**

**Ordinance or Resolution Number:**

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

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<td>Wendy Wefer-Clinton</td>
</tr>
<tr>
<td>Contractor’s / Agency Name:</td>
<td>Master Collective Bargaining Agreement – General Teamsters’ Local Union 231</td>
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Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract?
Yes _X_ No _____ Yes ____ No ____ If yes, previous number(s): _______________________

Is this a grant agreement?
Yes ____ No _X_ If yes, grantor agency contract number(s) ______________ CFDA # __________

Is this contract grant funded?
Yes ____ No _X_ If yes, associated Whatcom County grant contract number(s) ______________

Is this contract the result of a RFP or Bid process?
Yes ____ No _X_ If yes, RFP and Bid number(s) ______________________________ Cost Center: __________

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

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

This Amendment Amount: $ __________

Total Amended Amount: $ __________

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

Term of Contract: April 8, 2014 Expiration Date: December 31, 2014

Contract Routing Steps & Sign off: [sign or initial] [indicate date transmitted]
1. Prepared by Wendy Wefer-Clinton Date 3/26/14 [electronic]
2. Attorney reviewed Daniel L Gibson Date 3/26/14 [electronic]
3. AS Finance reviewed Date 3/26/14 [electronic]
4. IT reviewed if IT related Date 3/26/14 [electronic]
5. Corrections made Date 3/26/14 [electronic] hard copy printed
6. Attorney signoff Daniel L Gibson Date 3/26/14
7. Contractor signed Date
8. Submitted to Exec Office Date 3/27/14 [summary via electronic; hardcopies]
9. Council approved (if necessary) Date
10. Executive signed Date
11. Contractor Original Returned to dept. Date
12. County Original to Council Date

If a Professional Services Agreement is more than $15,000 or a Bid is more than $35,000, please submit an Agenda Bill for Council approval and a supporting memo. Any amendment that provides either a 10% increase in amount or more than $10,000, whichever is greater, must also go to Council and will need an agenda bill and supporting memo. If less than these thresholds, just submit to Executive with supporting memo for approval.
MASTER COLLECTIVE BARGAINING AGREEMENT

By and Between

WHATCOM COUNTY

AND

GENERAL TEAMSTERS’ LOCAL UNION NO. 231

APRIL 8, 2014 – DECEMBER 31, 2014
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AGREEMENT

By and Between

WHATCOM COUNTY, WASHINGTON

AND

GENERAL TEAMSTERS UNION LOCAL NO. 231

PREAMBLE

This Agreement is by and between Whatcom County, Washington, hereinafter referred to as the County, and General Teamsters Union Local No. 231, hereinafter referred to as the Union.

GENERAL PURPOSE

The County and the Union do hereby reach agreement for the purpose of enhancing the employer-employee relationship and to promote service to the public and the general efficiency, morale and security of the employees.

ARTICLE 1 - UNION SECURITY AND RECOGNITION

1.01 Departments Covered. The County recognizes the Union as the exclusive collective bargaining representative for employees employed in the following departments: Administrative Services (Finance, Information Technology, & Facilities Management Divisions only); Assessor; Auditor; County Council (Hearing Examiner clerical only); District Court; District Court Probation; Health (clerical and professional); Parks & Recreation; Planning & Development Services; Prosecuting Attorney (Investigators & clerical only - excluding confidential secretaries); Public Defender (Investigators & clerical only); Public Works (excluding the Ferry); Sheriff (support staff only); Superior Court; Treasurer and WSU Extension (clerical only) in those position titles set forth in Addendum A as they currently exist or as they may be amended, during the life of this Agreement.

1.01a Exclusions. Excluded from the collective bargaining unit are work study students, interns, volunteers, regular and seasonal temporaries, and all other employees not referenced in Addendum A (Position Title Index). This section shall not constitute a bar to either party's rights under RCW 41.56.

1.01a(1) Regular Temporaries. Temporary full time help employed for periods of no more than four (4) months in a calendar year; temporary part-time help working not more than sixty-nine (69) hours in a calendar month; after posting per section 7.02 (Job Postings), temporaries working in a position vacant, or vacated for transfer or promotional purposes; temporaries replacing absent employees
on leave; and Juvenile Detention Officers (for up to eight months) during hiring process and Academy attendance are excluded.

1.01a(2) Seasonal Temporaries. In Planning & Development Services (PDS), Public Works (PW) the four (4) month limitation shall be six (6) months and in Parks & Recreation seven (7) months for seasonal temporaries. Provided, however, this seasonal provision shall not be available if the budgeted full-time Master equivalencies fall below ninety percent (90%) of the departments' budgeted FTE.

1.02 Members in Good Standing. It shall be a condition of employment that all employees of the County covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement shall on the 31st day following the effective date of this Agreement become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement hired on or after its effective date shall on the 31st day following the beginning of such employment become and remain members in good standing in the Union, provided that, if a public employee is a member of a church or religious body whose bona fide religious tenets or teaching forbid said employee to become a member of a labor union, such public employee shall pay an amount of money equivalent to the regular union dues and initiation fee of the Union to a non-religious charity or to another charitable organization mutually agreed upon by the employee and the Union. If the employee and the Union do not reach an agreement on the non-religious charity to which the Union dues and initiation fees are to be paid, the Public Employment Relations Commission shall designate the charitable organization.

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

1.04 Bargaining Unit Work. Bargaining unit work shall not be performed by non-bargaining unit personnel except when called for by business conditions. Bargaining unit personnel shall not be laid off or terminated as a result of non-bargaining unit personnel performing bargaining unit work.
ARTICLE 2 - UNION-MANAGEMENT RELATIONS, DISCHARGE AND SUSPENSION AND NEW HIRE PROBATIONARY PERIOD

2.01 Authorized Representatives. All collective bargaining with respect to wages, hours and general working conditions of employment shall be conducted by the authorized representatives of the County and authorized representatives of the Union.

2.02 Discharge and Suspension. No employee will be discharged or suspended except for just cause, and prior to any such action being taken against an employee, except in situations where the County determines immediate action is required, the County will first notify the employee and Union in writing, affording them an opportunity to resolve the issue. Notification of all discharge and/or suspensions shall be in writing with a copy sent or given to the affected employee and emailed or faxed to the Union. This section shall not apply to probationary employees, work study students, interns, or temporary help.

2.02a Sheriff's Office. Section 2.02 (Discipline and Suspension) shall not apply to Civil Service employees. No Civil Service employee will be discharged or suspended except as provided by the Rules and Regulations of the Civil Service Commission and as is provided in this Agreement.

2.03 New Hire Probationary Period. New Hires are defined as those employees who have received a probationary appointment in writing to fill a vacant budgeted full-time or part-time position, and who are serving an initial probationary period per section 7.03b (Probation Periods).

2.04 Sheriff's Office Civil Service Rules. Wherever there is a conflict between this Agreement and Civil Service Rules, the Civil Service Rules shall prevail. Nothing contained in this Agreement shall be construed to be contrary to the Whatcom County Civil Service Rules and Regulations and RCW Chapter 41 relative to positions in the Sheriff's Office only.

ARTICLE 3 - WORK SCHEDULE AND DAILY OVERTIME

3.01 Workweek and Work Schedule. The workweek for Fair Labor Standards Act purposes shall consist of seven consecutive days beginning on Sunday at 12:00 a.m. and ending on Saturday at midnight. The normal work schedule shall be set by the County as provided herein.

3.01a Work Schedule. The normal work day schedule shall customarily be eight (8) hours per day and five (5) consecutive days per week, except as follows:

(1) work scheduling of Juvenile Probation Officers and Detention Staff shall be at the sole and exclusive direction of the Juvenile Court Administrator.
(2) by mutual agreement between the Union and the Executive or his or her designee, employees may have a work schedule consisting of four (4) ten-hour days.

(3) Maintenance and Operations crews will generally begin working a 10-hour per day schedule, 4 days per week, beginning the week before Memorial Day and will continue through the week of Labor Day. Under special circumstances, the M & O Superintendent may grant approval to begin 10-hour days earlier and/or end later. Equipment Services mechanics may be assigned 4 days per week, 10-hour days year round.

(4) Appraisers will have a choice to elect to work either a 5/8 or 4/10 schedule. Change requests shall be in writing 30 days prior to the start of the next schedule change. The ten (10) hour schedule will be from 7:00 a.m. until 5:30 p.m. including one-half (1/2) hour for an unpaid lunch. The eight (8) hour schedule, and holiday week schedule, will be from 8:00 a.m. until 4:30 p.m. including one-half (1/2) hour for an unpaid lunch. A & B Teams, each including at least one commercial appraiser, will either work Monday through Thursday or Tuesday through Friday and the changes in days off shall occur three (3) times per year on the first (1st) full work week each April, August and December, unless an alternative schedule is mutually agreed upon by an Appraiser and Management.

(5) Employees who are required by the County to cross the border to Pt. Roberts to perform work will collaborate with their supervisor to avoid/minimize overtime. The County will reasonably endeavor to pre-schedule the employee’s workweek. The parties agree there will be circumstances where overtime (section 3.02) is unavoidable.

(6) during a workweek in which a paid holiday occurs, employees working other than the normal eight-hour day, shall revert to the standard five (5) eight-hour day work schedule.

3.01b Modifications. Any change to employees’ existing work schedule(s) or modification(s) of hours which result in a reduction of hours shall be mutually agreed upon between the Union and the Executive or his or her designee except in case of an emergency. Emergency is defined by County Policy POL AD110010Z as currently applied. Modifications to the workweek which result in a reduction of hours shall not be construed to be a “layoff” as provided in Article 6 (Layoff & Recall). The Union shall not unduly withhold its agreement.

3.01c Alternative Schedules. Either an employee or the County may request the hours and the basic workday or workweek be modified to accommodate alternative schedules by agreement of the Executive or his or her designee when recommended by the department head and agreed to by the affected employee. It is understood and agreed that the County will not make any arbitrary or unreasonable proposals and the employee and/or the Union will not arbitrarily or unreasonably
withhold its concurrence with modifications proposed by the County. Such agreements shall provide for no reduction in service to the public and must not increase the County's compensation costs. Employees desiring to continue their existing Alternative Work Schedule shall verify that Schedule with his or her supervisor no later than November 30 each year. Any changes to an existing Alternative Work Schedule shall be requested using the Alternative Schedule Agreement form.

3.01c(1) 9/80's. Employees may, by mutual agreement between the employee and the County and for the sole convenience of the County, be alternatively scheduled for 80 hours over a two-week payroll period and such schedule shall not be subject to overtime unless the affected employee works more than 80 hours within the two week payroll period.

3.01d Flex Time. Upon employee or County request for a temporary modification of schedule and by mutual agreement between the employee and the department head, "flex time" may be used for periodic personal employee matters, to attend meetings or to perform work on behalf of the County. Such agreements shall provide for no reduction in service to the public and must not increase the County's compensation costs.

3.02 Overtime. Overtime at the rate of time and one-half shall be paid to employees who work in excess of their normal scheduled workday or workweek, except work performed in accordance with sections 3.01c (Alternative Schedules) and 3.01d (Flex Time), and as otherwise set forth below:

3.02a Overtime Must be Authorized. No overtime will be worked unless specifically authorized by the department head, or his or her authorized representative.

3.02b Pyramiding of Overtime. There shall be no pyramiding of overtime.

3.02c Overtime When Using Accruals. If an employee is approved to use accrued paid time off on a scheduled workday and the supervisor then "requires or authorizes" the employee to work part or all of the hours claimed as paid time off, any overtime calculation will take into account both compensated and worked hours. (Ex: Employee takes 2 hours of sick leave and works 6 hours. Supervisor requires employee to work an additional hour to complete a project. Employee would receive 2 hours of sick leave, 6 hours of regular pay and one hour of overtime pay).

3.02d Juvenile Detention. Both parties acknowledge that the 7(k) exemption under the FLSA will be utilized for the purposes of determining overtime compensation. An employee must work in excess of 171 worked hours in a twenty-eight (28) day work cycle in order to receive overtime pay. No overtime will be worked unless specifically authorized by the Juvenile Court Administrator or his designee. Employees working a 12-hour shift will shift from days to nights or vice versa every four (4) months starting in December. Section 3.05 (Response after hours) shall not apply to
Juvenile Court detention employees working a 7(k) exemption schedule except that employees shall be paid overtime whenever such hours exceed straight-time hours permitted in section this section 3.02d.

3.02e Parks Department Overtime Exception. Park Rangers and Maintenance Worker II positions shall be exempt from overtime as outlined in this Agreement and shall work an open week as required.

3.02e(1) Parks Compensatory Time. Compensatory time shall be accrued for positions listed in section 3.02e (Parks Department Overtime Exception) at the rate of one and one-half for each hour worked (as defined in section 3.02 - Overtime) beyond forty (40) in any one (1) "workweek" (which includes Saturday, Sunday or a holiday). The use of compensatory time shall be during slack periods. In no event may the compensatory time bank exceed two hundred forty (240) hours total accrual in any calendar year or at any one time. Overtime pay and compensatory time cannot be requested for hours worked in the same day (ex: four (4) overtime hours worked – employee may not request two (2) hours of overtime pay and two (2) hours of compensatory time). If, for reasons beyond the control of the County, the employee cannot be afforded actual time off, the employee shall then be compensated at the hourly rate times the number of hours accrued. Evaluation of this work schedule shall be made by December 1st of each year.

3.02e(2) Working on a Holiday. Employees that are scheduled to work on a holiday will be scheduled another day off within the same pay period in lieu of having the holiday off.

3.02e(3) Lead Park Rangers. Lead Park Rangers will have access to a County vehicle assigned to the park. In circumstances where a Lead Park Ranger does not live on site, County vehicles shall remain at the Park at the conclusion of the Lead Park Ranger’s work day.

3.02f Public Works Crew Leaders Overtime Exception. It is understood and agreed that Road Crew Leaders and the Shop Crew Leader are supervisory employees within the definition of the Fair Labor Standards Act and state law and are exempt from the overtime provisions of the Agreement. Nevertheless, without prejudice or waiver of this statutory exemption, these employees will be compensated in accordance with the collective bargaining agreement for regularly scheduled “overtime”, i.e., 12-hour shifts. No additional compensation will be paid to these employees for other work performed in excess of 40 hours per week. These employees will continue to be classified per Addendum A (Position Title Index) and be assigned a County vehicle.

3.02g M & O and Equipment Services. For the purposes of this section, qualifications shall be determined by supervisors based first on employee-assigned equipment and then second by an employee having recently demonstrated the required skills and experience for safely accomplishing the work involved.
When circumstances necessitate changing the routine use of the equipment (ex: snow plow, sander), qualifications shall be determined by supervisors based on seniority of employees having recently demonstrated the required skills and experience, for the modified equipment, for safely accomplishing the work required.

There are the following overtime opportunities within these divisions:

3.02g(1) Shift Continuation. For shift continuation, overtime shall be assigned to the qualified applicable crews/employees required to complete required work beyond the normal workday. Other employees will not be called to work if employees currently working are capable of doing needed work when that work is incidental to work in progress.

3.02g(2) Call Back. When calling employees for call back, supervisors shall document the call and if no answer or an employee refuses, they shall call the next employee according to the Order of Call backs.

3.02g(2)a M & O Call Back. For call back, other than a general emergency, the crew that normally performs the work will receive the call back. Order of Call Back for employees not on vacation or sick on a weekday (a new day begins at midnight) and all employees on weekends/holidays will be in the following order:

- by crew classification and qualifications, then by seniority from the Interest Sheet.
- by classification and qualifications, then by seniority from the Interest Sheet asking from the top (most senior) and forcing from the bottom (least senior).
- by crew classification and qualifications, then by seniority from those not on the Interest Sheet.
- by classification and qualifications, then by seniority from those not on the Interest Sheet asking from the top (most senior) and forcing from the bottom (least senior).

3.02g(2)b Equipment Services Call Back. For call back, other than a general emergency, order of call back for employees not on vacation or sick on a weekday (a new day begins at midnight) and all employees on weekends/holidays will be in the following order:

- by employee seniority with the required qualifications/experience/normal work assignment (eg: marine welding, ferry mechanical, heavy truck, auto, etc.).

3.02g(3) General Emergency – 12-Hour Shifts. When a general emergency has been determined, management and crew leaders will establish staffing for the general emergency and move to 12-hour shifts. Employees are assigned to work one of two 12-hour shifts on an annual basis. For transition purposes, staff currently working will, based on the requirements to accomplish the work:

1. be released from duty before the end of their normal shift with pay for the regularly scheduled shift, or
2. be retained through their assigned emergency 12-hour shift, or
3. work through their normal shift (or beyond) and then be recalled to their emergency 12-hour assigned shift if the need continues.

At the end of a general emergency, employees shall revert to eight (or ten) hours of work on weekdays and on weekends and holidays, work will end upon completion of the emergency work.

During periods of extreme weather and other such emergencies, employees in the M & O and Equipment Services Divisions who are on vacation and desire to come into work shall be paid the same rates of pay as during a normal work day.

3.02h Overtime for <1.0 FTE's. Less than 1.0 budgeted FTE do not get overtime for working over their normal scheduled workday, but for working over eight (8) hours in a day or their scheduled work day whichever is greater, or forty (40) hours in a week.

3.02i Sheriff's Office. Overtime will be distributed as equally as possible within the Sheriff's Office, however, all overtime will be assigned through the Sheriff's Office based on County needs and employee qualifications.

3.02i(1) Outside Maintenance Coordinators. Overtime shall be distributed as equally as possible each calendar year, starting with the most senior Coordinator and rotating to the next senior Coordinator for the next overtime opportunity. If no Coordinators elect the overtime opportunity in rotation, then the least senior available Coordinator will be ordered in.

3.02i(1)a Extended Overtime. Outside Maintenance Coordinators required to work on overtime for an extended period shall be entitled to a minimum of eight (8) hours time off before returning to duty.

3.03 Compensatory Time. The provisions of the contract requiring one and one-half times the regular rate of pay do not apply to any employee who requests and is granted compensatory time off in lieu of overtime pay. Compensatory time may not be imposed by the Employer in lieu of overtime pay upon any employee who has not so requested such compensatory time. Compensatory time is accrued at the appropriate overtime rate for each hour of overtime worked. Employees requesting compensatory time in lieu of assigned overtime pay shall have such request granted up to a maximum of twenty-four (24) compensatory hours per calendar year. Additional compensatory time may be mutually agreed to, but an employee may accrue no more than a maximum of eighty (80) hours of compensatory time at any one time. Overtime pay and compensatory time cannot be requested for hours worked in the same day (ex: four (4) overtime hours worked - employee may not request two (2) hours of overtime pay and two (2) hours of compensatory time). By mutual agreement, an employee may cash out accrued compensatory time at the end of each calendar year. An employee will be allowed to use the comp time within a reasonable period and after making a request, so
long as such use does not unduly disrupt the operations of the County. Accrued compensatory time is paid to an employee at the regular rate earned by the employee at the time employee receives such payment.

3.03a Parks. All employees except Park Rangers and Maintenance Worker II positions shall be subject to the compensatory time provision listed in section 3.03 (Compensatory Time) above. See section 3.02e (Parks Department Overtime Exception) for identified Park positions compensatory time language.

3.04 Working Days Not Part of Normal Schedule. Work performed on a Saturday shall be paid at the rate of time and one-half, and work performed on Sunday shall be paid at the rate of double-time, only if those days are not part of the employee's normal work schedule, except as follows:

3.04a Facilities Management Scheduling. It is understood and agreed that there may be certain normal work schedules for Facilities Management which start on a Friday of a week and end on a Saturday; the normal shift starts between 5:00 p.m. and 5:30 p.m. It is further understood and agreed that when such schedules are utilized that the shifts which start on Friday but which end on Saturday a.m. shall be paid at straight time and shall be considered a Friday shift; provided that such shifts do not start after 6:00 p.m. Friday. Except as provided above, both scheduled and unscheduled overtime shall be paid in accordance with section 3.02 (Overtime). All other applicable overtime provisions of section 3.02 (Overtime) shall apply.

3.05 Response After Hours.

3.05a Call Back.

3.05a(1) Following Completion of Shift. Employees called back following completion of a shift shall be guaranteed two (2) hours at the appropriate overtime rate. Call back occurs when an employee leaves work after a regular working day and is subsequently requested to return.

3.05a(2) On Saturday, Sunday or Holiday. Employees called back to duty on a Saturday, Sunday or holiday shall be guaranteed four (4) hours pay at the overtime rate listed in section 3.04 (Working Days not Part of Normal Schedule) and section 15.04 (Pay for Work Performed on Holidays). If work extends beyond four (4) hours, the employee shall be paid the actual hours worked at the overtime rate.

3.05a(3) On Vacation. Employees called back from vacation shall be guaranteed four (4) hours at the rate of time and one-half, or double time if on a Sunday or Holiday, and return of the vacation day.

3.05a(4) M & O and Equipment Services. Employees in the Public Works M & O and Equipment Services Divisions will be paid call back pay for emergency call outs for sign replacement or road block removal (fallen trees or mudslides) in the amount of two (2) hours guarantee at the overtime rate rather than four (4) hours as outlined above. When Public Works M & O and Equipment Services
employees are notified at least ten (10) hours in advance that they are to report at a
different time, such employees shall be paid in accordance with section 3.08 (Work
Outside of Normal Hours).

3.05b Telephonic Response. Employees authorized by their
department head or designee to telephonically respond remotely to emergencies
between the hours of 9:00 p.m. and 6:00 a.m. shall receive one (1) hour minimum pay
per incident at the rate of time and one half.

3.05c Electronic Response. Employees required by their
department head or designee to remotely respond electronically to expected emails, voicemails,
alerts, or other notifications after normal work hours shall receive pay at time and one
half only if the time involved with each instance is more than incidental (i.e.: exceeds 7.5
minutes).

3.05d Pagers and Cell Phones. Designated Sign Crew, Fire Inspectors,
Information Technology, M & O Team Leaders, Road & Shop Crew Leaders, Pt.
Roberts Maintenance Worker, Facilities Maintenance, Sheriff ID Technicians assigned
to Evidence, and such other staff as required by the County to carry a pager or cell
phone and be promptly available for service after normal work hours on a regularly
scheduled basis shall be paid as listed in Addendum A (Position Title Index) so long as
they are designated to perform such duties. Employees so designated need to be
readily available to respond to emergencies. The parties agree for comparability
purposes this collective bargaining agreement provides such premium to employees as
an element of wages.

3.06 Split Shifts. No employee covered by this Agreement shall be required to
work a split shift. This section does not apply when section 3.02g(3) (General
Emergency – 12 hour shifts) is applied.

3.07 Work Outside of Normal Hours. Shifts established which require work
beyond 6:00 p.m. will have a premium of fifty (50 cents) per hour for all hours worked
after 6:00 p.m. and before 7:00 a.m.; provided, that when working a ten (10) hour shift,
the premium shall be paid for all hours worked after 6:00 p.m. and before 6:00 a.m. This
clause shall not apply to Adult Probation Officers, Planners, Lead Park Rangers, Park
Rangers, and Maintenance Worker II positions. The parties agree for comparability
purposes this collective bargaining agreement provides a premium to Juvenile
Detention Officers and Custodians as an element of wages.

3.08 Working Out of Classification. When an employee is temporarily
assigned by his or her department head or designee to higher-level duties of a
higher-paid classification, and performs the work without supervision e.g., for vacation
and/or sick leave fill-in purposes – not training, the employee shall receive a premium of
one dollar and twenty-five cents ($1.25) per hour, or one dollar and seventy-five cents
($1.75) per hour if the higher-level duties of a higher-paid classification worked is three
or more ranges higher for any hours actually worked in such classification. In Juvenile
Detention, employees assigned as temporary shift supervisors must be scheduled to work the entire shift.

3.08a Temporary Assignment. When an employee is temporarily assigned the duties of a lower position, there shall be no reduction in pay.

3.09 Absence or Tardiness Due to Adverse Weather. Employee absence from work or tardiness due to inability to report for work because of severe inclement weather shall be charged in the following order:

1. Flex time per Section 3.01d (Flex Time)
2. Any accrued compensatory time,
3. Any accrued vacation leave,
4. Personal Holiday,
5. Leave without pay,
   An employee has the option of taking leave without pay, instead of having the lost time charged against accruals, provided the Payroll Office is notified before the payroll cut-off date.

3.10 Juvenile Detention Shift Bidding. Vacant shifts are bid by seniority and position title, except to facilitate the County’s need to maintain a ratio of male to female staff. Employees may be temporarily assigned to another shift to facilitate training or for monitoring of performance.

3.11 Jail Clerk III Shifts. Jail Clerk IIIs shall rotate shifts amongst themselves every twelve months provided it may be more frequent dependent upon the needs of the Sheriff’s Office.

ARTICLE 4 - LUNCH AND REST BREAKS

4.01 Work Breaks. Employees who are not “required” to work by their supervisor during a lunch or rest break are deemed to have been “allowed” to take such lunch or rest break. Rest and lunch breaks may be intermittent as permitted by law. Lunch and rest breaks may not be accumulated or not taken in order to shorten the workday or work week.

4.01a Rest Break. All employees covered by this Agreement shall be allowed a paid rest break (coffee break) of fifteen (15) minutes approximately halfway through the first and second half of each shift.

4.01b Lunch Break. An unpaid lunch break of not less than thirty (30) minutes nor more than sixty (60) minutes shall be allowed and begin no earlier than two
(2) hours and no later than five (5) hours after the start of the shift or as otherwise required/permited by law.

4.02 Meals During Custodial Care. Employees required to remain on duty in order to maintain judicial custodial care of persons in their direct charge in Juvenile Detention or off site with a work crew, shall be permitted to observe a thirty (30) minute lunch while on County time provided there is no relief provided to permit the employee a duty free lunch.

4.03 Custodian Lunch Break. Custodians who regularly work the “night shift” schedule and whose responsibilities do not require them to be available for public and departmental requests will be allowed, upon request, to forfeit their unpaid thirty (30) minute lunch period and in its stead use their two (2) paid fifteen (15) minute rest breaks as the lunch period as long as:

a. When a “night shift” work schedule is utilized, it is agreed that eight (8) hours including lunch time (rest breaks) will be paid at the straight time hourly rate.

b. The only break from work will be the lunch period as stated in this section 4.03

c. Working continuously does not cause safety issues, such as increased incidence of injury.

d. During shifts when power equipment will be used continuously, such as carpet cleaning and floor buffing, the hours of work shall revert to normal contract provisions.

4.03a No Increase to Compensation Costs. Section 4.03 (Custodian Lunch Break) must not increase the County’s compensation costs directly, indirectly or incidentally.

4.03b Cancellation Waiver. Both parties reserve the right to cancel the application of Section 4.03 regarding Custodian Lunch Breaks at any time following a fourteen (14) day written notice, or immediately if any determination is received to indicate that this waiver is unlawful or held to be invalid.

4.04 Facilities Maintenance Lunch Break. Due to the nature of the work performed, Facilities Maintenance employees working a shift between the hours of 7:00 a.m. and 5:00 p.m. shall combine their paid rest breaks with an unpaid thirty minute lunch break near the middle of the workday.

a. During shifts when certain types of equipment or work could be dangerous to perform without a break, an employee returning from an injury, an employee suffering from a chronic injury, or other reason which does not allow for
continuous work without a break, the parties agree to adhere to the work break language in Section 4.01 (Work Breaks).

b. Instances involving an injury will require appropriate doctor certification.

4.04a No Increase to Compensation Costs. Section 4.04 (Facilities Maintenance Lunch Break) must not increase the County’s compensation costs directly, indirectly or incidentally.

4.04b Cancellation Waiver. Both parties reserve the right to cancel the application of Section 4.04 (Facilities Maintenance Lunch Break) regarding facilities maintenance lunch breaks at any time following a fourteen (14) day written notice, or immediately if any determination is received to indicate that this waiver is unlawful or held to be invalid.

ARTICLE 5 - SENIORITY

5.01 Definitions.

5.01a County Seniority. County Seniority is defined as the length of continuous regular service in the employ of Whatcom County.

5.01b Bargaining Unit Seniority. Bargaining Unit Seniority is defined as the length of continuous regular service within the bargaining unit covered by this Agreement.

5.01c Department Seniority. Department Seniority is defined as the length of continuous regular service in a department covered by this Agreement.

5.01d Division Seniority. Division Seniority is defined as the length of continuous regular service in a division within a department covered by this Agreement.

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<tr>
<th>Department</th>
<th>Division</th>
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<tr>
<td>Administrative Services</td>
<td>Facilities Management</td>
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<td>Finance</td>
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<td>Information Technology</td>
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<td>Assessor</td>
<td>Appraiser</td>
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<td>Clerical and all others</td>
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<td>Auditor</td>
<td>Elections</td>
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<td>Recording</td>
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<td>Licensing</td>
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<tr>
<td>Council</td>
<td>Clerical (Hearing Examiner only)</td>
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<tr>
<td>District Court</td>
<td>Clerical and all others</td>
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<tr>
<td>Department</td>
<td>Division</td>
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<tr>
<td>District Court Probation</td>
<td>Probation Officers</td>
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<td></td>
<td>Clerical and all others</td>
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<tr>
<td>Health</td>
<td>Health Professionals</td>
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<td></td>
<td>Clerical</td>
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<tr>
<td>Parks &amp; Recreation</td>
<td>None</td>
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<td>Planning &amp; Development Services</td>
<td>Professional</td>
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<td></td>
<td>Clerical and all others</td>
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<tr>
<td>Prosecuting Attorney</td>
<td>Investigators</td>
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<td>Clerical and all others</td>
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<td>Public Defender</td>
<td>Investigators</td>
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<td>Clerical and all others</td>
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<tr>
<td>Public Works</td>
<td>Administration (PW Administration, Accounting Staff, Solid Waste and all others)</td>
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<td>Engineering (Bridge &amp; Hydraulic, Design &amp; Construction, Engineering Services, River &amp; Flood)</td>
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<td>Central Shop (M &amp; O, Equipment Services)</td>
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<td>Stormwater and Natural Resources</td>
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<td>Sheriff</td>
<td>Outside Maintenance Coordinators</td>
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<td>Division of Emergency Management</td>
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<td>Clerical and all others</td>
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<td>Superior Court</td>
<td>Probation Officers</td>
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<td>Juvenile Detention Officers</td>
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<td>Clerical and all others</td>
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<td>Treasurer</td>
<td>Clerical and all others</td>
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<tr>
<td>WSU Extension</td>
<td>Clerical</td>
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5.02 Seniority Following Transfer to Another Department/Division. An employee who transfers from one seniority unit (department or division) to another at the employee’s own request shall lose all seniority in the original department/division and the date of transfer to the new department/division is the employee’s new seniority date for purposes of vacation selection, layoff, promotions, etc., within the new seniority unit. Seniority for vacation accrual shall be based on the employee’s County seniority date.

5.03 Dovetailing of Seniority Following Merger/Consolidation. In the event of a merger or consolidation of operations covered by this Agreement, the
seniority of bargaining unit employees affected by the merger or consolidation shall be dovetailed based on most recent hire date with the County.

5.04 Loss of Seniority. Seniority and the employment relationship shall be terminated when the employee quits; is discharged; is absent from work without notifying his/her supervisor; is on layoff and fails to report for work to the position from which the employee was laid off; does not report for work at the end of an authorized leave without prior approval; is laid off for a period in excess of three hundred ninety-five (395) calendar days.

5.05 Transfer to Position Outside Bargaining Unit. Non-probationary employees who transfer to work for the County in a capacity not within the jurisdiction of this Agreement shall maintain their seniority status in the bargaining unit for a period of six months. Employees returning to the bargaining unit within such six-month period will be reassigned the seniority date they held when they accepted the transfer. Employees returning to the bargaining unit after such six-month period will take the date of return to the bargaining unit as their seniority date.

ARTICLE 6 – LAYOFF & RECALL

6.01 Layoffs. In the event the County decides that layoffs are necessary, it is agreed that management will identify the position title to be cut.

6.01a Bumping. The junior full time or part time employee(s) within the position title will then be notified of the layoff. If any such employee is senior to another employee holding a different position title, which is higher or lower in rank within the department, except Public Works, which shall be by Division, and if the laid-off employee is qualified to fill such other position title held by the junior employee within a department, the senior employee may exercise seniority rights to "bump" the junior employee.

6.01b Notice. The County will make a good faith effort to provide thirty (30) days notice to employees initially selected for layoff due to reduction in force. This notice provision does not apply to employees who are laid off as a result of bumping.

6.01c Divisions. The following shall apply to the interpretation and application of section 6.01 (Layoffs) above:

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<thead>
<tr>
<th>Department</th>
<th>Division</th>
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<tbody>
<tr>
<td>Public Works</td>
<td>Administration (PW Administration, Accounting Staff, Solid Waste and all others)</td>
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<td>Engineering (Bridge and Hydraulic, Design and Construction, Engineering Services, and River and Flood)</td>
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<td>Central Shop (M &amp; O, Equipment Services)</td>
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<td></td>
<td>Stormwater and Natural Resources</td>
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</table>

6.01d Seniority Accrual. Employees on layoff status shall continue to accrue seniority during a three hundred ninety-five (395) calendar day period.
6.01e Return to Original Department/Division. Laid off employees accepting positions in a department, except Public Works which shall be by division, other than their current department/division shall have the opportunity of transferring back to their original department/division in seniority order as openings occur within three hundred ninety-five (395) calendar days from layoff.

6.01f Bumping Rights. In the event of a layoff, employees may exercise their bargaining unit seniority to bump into positions held by junior employees in the seniority unit they last moved from, if any, provided:

(1) The employee is qualified to fill the vacant position;

(2) The employee is the senior person among those in all seniority units given notice of layoff;

(3) The employee satisfactorily completes a six (6) calendar month probation period.

6.01g Step Placement. Employees bumping to a lower range will maintain at least their current rate of pay for the first sixty (60) days. After sixty (60) days, if their current rate of pay is above the top step of the range they are bumping into, their rate of pay will decrease to the top step of the range they are bumping into otherwise, employees bumping to a lower range will be placed in a step which pays them at least equal to the amount they are receiving before they bump. Employees bumping to a higher range will go to the step in the range which affords them a rate of pay at least equal to the amount they are receiving and no less than entry step. No bumping activity will be considered a promotion or reclassification and there will be no percentage increase tied to any bumping activity.

6.01h Sheriff’s Office. The provisions of Article 6 (Layoff and Recall) shall not apply to Sheriff’s Office employees in positions that are subject to the Whatcom County Civil Service Rules.

6.02 Recall. Employees with recall rights covered by this Agreement who have been on layoff shall be afforded the opportunity of returning to work in any department covered by this Agreement prior to vacancies being opened to the public, provided:

(1) All members who had been laid off in the respective seniority unit have either been recalled to work or have refused to accept a vacant position which was offered them;

(2) The employee is qualified to fill the vacant position;

(3) The employee is the senior applicant among those who have applied for the vacant position;
(4) The employee satisfactorily completes a probation period per section 7.03b (Probation Periods).

6.02a Notice of Recall. A laid off employee and the Union shall be given written notice of recall by email. Upon written request by an employee, the County will provide notice of recall by U.S. mail. Such employee must respond by phone to such notice within three (3) working days after receipt of the emailed letter, and report to work as directed. If an employee fails to comply with these recall provisions, he/she shall lose all seniority rights. Proof of sent email or mailing shall be sufficient to justify the loss of seniority if the employee fails to comply with these recall provisions.

ARTICLE 7 – JOB ASSIGNMENTS, POSTINGS, AND OPENINGS

7.01. Job Assignments. Employees shall be given work assignments or re-assignments by their supervisor within the employee’s respective Addendum A position title. When necessitated by business needs, the County shall, in making work assignments or re-assignments, consider employee seniority, qualifications, abilities and preference. Where two or more employees have equal qualifications and abilities the employee with the greatest seniority in the Addendum A position title within their department, except Public Works, which shall be by division, shall be offered the assignment. If the senior employee declines the offer, the assignment shall be offered to the next senior employee, and so on, until accepted or until reaching the least senior employee identified, who shall be given the assignment.

7.02 Job Postings. When vacancies or new jobs occur in positions covered by this Agreement, the County shall post notice of said vacancy for six (6) working days. Job postings shall include job title, range, the date and time for closing, the place to file application materials, the normal work hours, and the supervisor’s title. Job vacancies will be posted simultaneously within the applicable seniority unit (department) and the remainder of the bargaining unit covered by this Agreement. Job descriptions for posted positions will be available on line.

7.02a Job Postings Outside Bargaining Unit. Bargaining unit employees who wish to apply for a position outside this bargaining unit before it is advertised to the public may do so by the posted closing date. Applications will be reviewed only if there are no current, eligible and qualified applicants within the unit where the vacancy exists. The County, at its sole discretion, may or may not select employees for any type of opening, or may proceed with a public posting and include the employees in the employment process. This provision shall only apply to job postings outside the bargaining unit.

7.02b Job Postings for Sheriff’s Office Staff. The provisions of section 7.02 (Job Postings) shall not apply to Sheriff’s Office staff in positions that are subject to Whatcom County Civil Service Rules.
7.03 Openings. Employees shall be afforded an opportunity to apply for any different posted Addendum "A" position from which he or she may currently occupy. For any posted opening occurring in a different department (except by division for Public Works) employees shall have an opportunity to apply. Openings shall be offered to qualified applicants in seniority order as provided herein. Management at its discretion shall select supervisors.

In order to be eligible to apply for a vacancy within the bargaining unit, a new employee to the County must have completed at least one (1) year of work and achieved at least "meets job requirements" on all performance elements. Employees during their first year with the County may be transferred or promoted by the County when no qualified non-probationary employee is selected.

7.03a Qualified Applicants. Qualified applicants for open positions will be considered in the following order before outside candidates are considered:

(1) employees within the applicable seniority unit (department);

(2) employees in the seniority unit (department) who are on layoff and have recall rights at the time the position is posted;

(3) the remainder of the bargaining unit, including any employees outside the seniority unit who are on layoff who have recall rights at the time the position is posted.

7.03b Probation Periods. A reasonable probation shall be as listed below and will be extended by total number of days absent from County facilities for any non-County reason including workers' compensation, FMLA absences or other absences:

1) new hires shall serve a probation period of six (6) months or up to twelve (12) months for positions with cyclical duties in order to be evaluated in all job functions

2) positions without cyclical duties:
   a. four (4) months for transfers and promotions,
   b. six (6) months for lead/supervisory,
   c. six (6) months for recalled employees

3) positions with cyclical duties:
   a. four (4) up to twelve (12) months for transfers and promotions,
   b. six (6) up to twelve (12) months for lead/supervisory,
   c. six (6) up to twelve (12) months for recalled employees

4) successful completion of initial attendance at an Academy for Juvenile Detention and Juvenile Probation Officers, but not less than six (6) nor more than twelve (12) months
5) not less than twelve (12) months for District Court and District Court Probation positions, except District Court Probation Officer positions which must also successfully complete initial attendance at an Academy

6) fifteen (15) months for new hires to Sheriff’s Office Civil Service positions. Twelve (12) months for internal transfer between different Civil Service positions in the Sheriff’s Office.

7.03b(1) Return Rights. A transferred or promoted employee may return to their former existing position for the longer of twenty-eight (28) calendar days following their first day, or the date their former position is posted to be filled, but no longer than the probation of their new position. Returning employees retain prior seniority. The County does not guarantee return to the same assignments.

7.03b(2) Probationary Period Extensions. Probationary periods can be extended for up to six (6) months with mutual agreement by the Union and the County provided the Union is notified at least ten (10) calendar days prior to the end of the probationary period.

7.03c Openings in Public Works. Within the Public Works department, vacancies shall be filled with the following considerations:

(1) The opening shall first be offered to qualified applicants of the work units within the Division in Division seniority order.

(2) If not filled from within the Division the opening shall next be offered to qualified applicants within the Department in Department seniority order.

(3) If not filled from within the Department, the opening shall next be offered to qualified applicants within the bargaining unit in County seniority.

7.03d Certification in M & O and Equipment Services. Employees holding positions within M & O and Equipment Services which require specialized certification, test or license as identified by the County in order to perform the function, shall, when assigned to such position be placed in an appropriate sub-range. Identified positions requiring specialized certification, test or license are as follows: arborist (1 position) and bridge inspection (2 positions). Employees appointed to any of the aforementioned positions shall not laterally transfer within two (2) years of appointment or certification, whichever is later.

7.03e Openings for Juvenile Probation Officers. The provisions of Article 7 (Job Assignments, Postings and Openings), shall not apply to probation officers in Juvenile. In the case of an opening for a probation officer position, Juvenile Court will consider qualified internal applicants from Juvenile Court before interviewing applicants outside the Department.
7.03f Openings for District Court and Probation Staff. The provisions of Article 7 (Job Assignments, Postings and Openings), shall not apply to District Court and Probation staff. Notwithstanding any other provisions of this Agreement, District Court and Probation staff are screened and recommended for hire to the Judges by the District Court & Probation Administrator. District Court and Probation employees are on a probationary period with the department pursuant to Section 7.03b (Probation Periods). Whether the probationary period shall be extended or regular status attained at the end of the probationary period must be agreed on by the employee, the Administrator, and the presiding Judge. The nature of service provided by Probation Officers requires them to have their home phone numbers available to cooperating agencies, as directed, attend after-hours functions and/or perform after-hours Officer services, as authorized.

7.03g Definition of Supervisor. For purposes of Section 7.03b (Probation Periods), supervisory positions are defined to be those positions which directly supervise employees with responsibility for quality and quantity of work, methods and performance evaluations. Also responsible for or makes recommendations on discipline, promotions, hiring, salary changes, terminations and budgets.

7.03h Openings for Sheriff's Office Staff. The provisions of Article 7 (Job Assignments, Postings and Openings), shall not apply in positions that are subject to the Whatcom County Civil Service Rules. In the case of openings in such positions, the Sheriff's Office will consider qualified internal applicants from the Sheriff's Office before considering applicants from this Agreement or outside this Agreement at the Sheriff's discretion. Matters pertaining to promotional exams are covered by the Civil Service Rules.

7.04 Opening Vacancies to Bargaining Unit Employees Before the General Public. When a vacancy occurs in the bargaining unit covered by this Agreement, the County will attempt to first fill the position with a qualified applicant from within the bargaining unit before the position is opened to the public.

7.05 Provisional Appointments. The County may, at its sole discretion, make provisional appointments to an appropriate range, for employees not fully meeting all requirements and qualifications provided such provisional appointment shall be in writing with a copy to the Union.

7.06 Employee Applications. The County agrees that the Union may advance proof, for any employee applying for a posted position, that said employee's education, experience or training meets the County's qualifications and provides them the skills, knowledge and abilities required to perform the duties of the position. The County shall be the judge of employee qualifications and abilities.
7.07 Ability to Cross Border. Employees must maintain the ability to cross the Canadian border if they are assigned to a position which may at any time require crossing the Canadian Border.

7.07a Employees on Payroll on July 8, 2008. In the event U.S. employees employed on July 8, 2008 are required to provide documents crossing the border where the cost to the employee would exceed fifty dollars ($50) the County and Union agree to meet and bargain the impact on employees. If an employee employed on July 8, 2008 is unable to maintain his/her ability to cross the border, the County and the Union agree to meet and bargain the impact on said employee(s), if necessary.

7.08 Driver’s License. Employees must maintain a valid Washington State driver’s license and required endorsements if they are assigned to a position which requires driving. If an employee is unable to maintain his/her ability to legally drive, the County and the Union agree to meet and bargain the impact on said employee(s), if necessary. The County reserves the right to review driver’s license status on a periodic basis.

ARTICLE 8 - HEALTH AND WELFARE BENEFITS

8.01 Eligibility Criteria. The County agrees to make contributions into the Benefit Trust Funds, in order to provide the benefits outlined in the following sections of this Article on behalf of all full time and part time employees covered by this Agreement who are regularly scheduled to work and compensated at least eighty (80) hours per month, who are not section 1.01a (Exclusions) employees. Eligibility and contributions for employees newly employed with the County begins on the first of the month following eighty (80) compensated hours in one (1) calendar month of employment. The County obligation shall not exceed an initial two (2) months of contribution to establish coverage under Washington Teamsters Welfare Trust Plans. The term compensation as used herein is defined to be payment of wages for work performed, vacation, accrued sick leave, or other paid leave or income resulting from industrial injury not to exceed twelve (12) months from the date of injury; provided that said work, vacation and/or paid leave must equal or exceed payment for eighty (80) hours in a calendar month. Compensation earned in one (1) month provides benefit coverage pursuant to the Trust. Benefits shall include the employee, spouse and dependent children in accordance with the Washington Teamsters Welfare Trust Plans.

8.01a Eligibility for Employees on Payroll on 5/4/93. Employees on the payroll on May 4, 1993, will remain subject to the eligibility requirement of 50 compensated hours.

8.02 Trust Terms. The County agrees to be bound by the terms of the Trustees of the Trust Funds as required by section 8.01 (Eligibility Criteria).
8.03 Health & Welfare. The County agrees to make monthly contributions towards the following plans:

a) Medical. – Washington Teamster Welfare Trust Plan “B”.

b) Dental. – Washington Teamsters Welfare Trust Dental Plan “B”.


d) Life. – life insurance through a carrier to be selected by the County for one year’s base salary to a maximum of $50,000.


8.04 Maintenance of Benefits

8.04a Medical Contributions

8.04a(1) County Contribution. The County shall pay a Cap amount of $967.90 for plan year 2013 and up to $1,017.90 for plan year 2014 to fund the Washington Teamster Welfare Trust Plan “B” and optional Plan “D” Time Loss Plan.

8.04a(2) Employee Contribution. Should funds designated in section 8.04a(1) (County Contribution) not be adequate to cover the full contribution for Medical Plan B and the optional Time Loss Plan D, payment via payroll deductions in the amount needed to fully fund the contribution for both Medical Plan B and Time Loss Plan D shall be the obligation of the employee. Any employee obligation shall be satisfied through payroll deduction utilizing the Flex 125 program. The Union may give the County 60 days notice to drop Time Loss Plan D to reduce the amount of any employee obligation.

8.04b Dental, Vision, Life, and Waiver of Contribution. The County agrees to pay the appropriate monthly contribution amount necessary to provide the benefits listed in sections 8.03 b), c), d), and e) (Dental, Vision, Life and Waiver of Contributions) during the life of this Agreement.

8.05 Non-Trust Plans. The County agrees that all information regarding provisions and costs of plans not covered by Teamsters through Federal Taft Hartley Trust Funds shall be made available to the Union within one (1) calendar month of written request from the Union.
8.06 **Flex 125.** All bargaining unit employees are eligible to enroll in the County's Flexible Spending Account Plan (Flex 125).

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

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

8.09 **Re-Opener.** Upon 30 days notice to the County, the Union may open the provisions of this Article 8 (Health & Welfare Benefits) for the purposes of substituting alternative benefit plans or programs for the ones contained in this Article 8 (Health & Welfare). It is agreed that the County shall not incur any additional cost or liability either directly or indirectly by virtue of any substitution of plan or program. Except for the foregoing limit on County liability and cost, the County will not unreasonably withhold its agreement.

**ARTICLE 9 - SICK LEAVE**

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

9.01a **Eligibility for Employees on Payroll on 5/4/93.** Employees on the payroll on May 4, 1993, will remain subject to the eligibility requirement of 50 compensated hours.

9.02 **Accrual Rate.** Cumulative sick leave shall accrue to all full-time and part-time employees based on their currently assigned, but no more than their budgeted full-time equivalency (FTE), who are compensated at least eighty (80) hours in one (1) calendar month of employment, in the amount of eight (8) hours for each month of employment to a maximum of nine hundred and sixty (960) hours.

9.02a **Employees Appointed to < 1.0 FTE.** Employees appointed to less than a 1.0 FTE shall receive such benefits based on their currently assigned, but no more than their budgeted full-time equivalency (FTE).

9.02b **Layoff Impact on Accrual.** If an employee is on layoff, sick leave shall not accrue during such layoff; however, upon return to work, the sick leave accrual
at the time of layoff, minus any cashout, shall be made available to the employee and additional days shall accrue from the first month the employee returns to work.

9.02c Maximum Accrual. In general, one day of sick leave is accrued each month even if an employee has accrued the maximum sick leave permitted under a union contract. An employee, who has accrued nine hundred and sixty (960) hours of sick leave on December 31 of any year, shall be allowed to accrue up to one thousand and fifty-six (1,056) hours of sick leave during the year immediately subsequent. These additional hours of accrual may not be cashed out. The employee’s total accrual reverts back to no more than nine hundred and sixty (960) hours at the end of the last pay period of any calendar year.

9.03 Sick Leave Usage. Sick leave shall include time off for the bona fide illness, accident or injury, dentist and doctor appointments of the employee. An employee may use sick leave to care for the child of the employee, or a dependent child as defined by law, with a health condition that requires treatment or supervision or for the care of an employee’s spouse, domestic partner, registered spousal equivalent (40 hour maximum), parent, parent-in-law or grandparent with a serious health condition or an emergency condition. Family members are as defined by RCW 49.12. Use of sick leave other than the purposes outlined in this Article may result in disciplinary action.

9.03a Proof of Illness. Upon reasonable request by the County, employees shall provide proof of illness.

9.03b Notification to Supervisor. It is the employee’s responsibility to notify their supervisor of their inability to work because of illness or injury prior to the beginning of the work day. In the event no sick leave notification is made prior to the beginning of the work day or per department/division policy/practice the department head shall consider and handle the employee’s absence as an absence without pay, unless it was impossible to make or cause such notification. In the case of an illness which will result in a protracted absence, a letter from the doctor giving an anticipated return date will waive the daily notification requirement, but may not waive statutory leave notification requirements.

9.03c Registering Spousal Equivalents. Employees must register their spousal equivalent with Administrative Services – Human Resources on the appropriate form before being able to utilize accrued sick leave.

9.03d Sick Leave Sharing Program. The County agrees to allow a yearly donation maximum of twenty-four (24) hours under the County’s Sick Leave Sharing Program. This section is not subject to the grievance procedure.

9.03e Compassionate Leave. Employees may donate accrued vacation leave to employees for the serious health condition (as defined by FMLA) of the employee or as otherwise provided by County policy. This section is not subject to the grievance procedure.
**9.03f 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) are eligible to receive a Retirement Health Savings (RHS) contribution based upon a portion of the hours accrued but not used during the year. Sick leave hours accrued to a maximum of forty-eight (48) hours may be eligible for partial contribution to a Retirement Health Savings Plan if less than forty-eight (48) hours of sick leave are used that year. Calculation is based on 25% of eligible hours, paid at the hourly rate at year end. Hours used in this calculation are no longer available to the participant.

**9.04 Separation Cashout.** An employee with three (3) or more years of current continuous employment with the County shall be entitled to cashout upon termination in the amount of twenty-five percent (25%) of their sick leave bank at the time of termination; provided, however, such employee has given at least two weeks' notice prior to termination; and provided further, that this section shall not apply to any employee terminated for cause.

**9.04a Employees Hired Before May 15, 1984.** An employee hired before May 15, 1984, with three (3) or more years of current continuous employment with the County shall be entitled to cashout upon termination in the amount of fifty percent (50%) of their sick leave bank at the time of termination; provided, however, such employee has given at least two weeks' notice prior to termination; provided further, that this section shall not apply to any employee terminated for cause.

**ARTICLE 10 - LEAVES**

**10.01 Family Leave.** The County agrees to provide leave to any eligible employee covered by this Agreement, consistent with the Washington State Family Leave Laws and the Federal Family and Medical Leave Act (FMLA). Employees eligible for statutory leave (ie. FMLA, Washington Family Leave Laws, etc.) shall use all accrued paid leave available concurrent with any claimed statutory leave, except Workers' Compensation per section 10.08. At the employee's option, they may retain up to forty (40) hours of accrued leave.

Employees who have not used a total of four hundred eighty (480) hours (prorated based on FTE) of statutory leave (paid or unpaid) during County employment, will not be required to use accrued vacation time, personal holiday or sick leave before using unpaid FMLA leave.

**10.01a Physician Certifications.** The County may require physician certifications in accordance with state and federal guidelines.

**10.02 Maternity/Disability Leave.** Sick leave shall include time off for maternity/disability leave. In the event sick leave is exhausted before the employee returns to work, any vacation or other paid leave which has accrued must be utilized before approval of any leave without pay is considered by the County. If leave pursuant
to this provision would also qualify as leave under any federal or state laws, including
the Federal Family and Medical Leave Act or any applicable Washington state laws, the
period of leave will apply toward the employee's entitlement to leave under any
applicable laws consistent with Article 10 (Leaves). Unless the birth mother chooses to
invoke FMLA, a birth mother's period of temporary pregnancy-related disability shall not
be deducted from the FMLA leave entitlement.

10.03 Paternity Leave. Sick leave to a maximum of forty (40) hours shall be
available for use by an employee at the time of delivery of a child by their legal spouse.

10.04 Jury Duty. When a regular employee covered by this Agreement is
called upon for jury service in any municipal, county, state or federal court, the
employee shall advise the department head upon receipt of such call and if taken from
work for such service, shall be reimbursed as provided herein for any loss in wages
while performing such service so long as the employee has documented jury duty on
their timesheet; provided that there shall be deducted from the wages of such employee
an amount equal to the amount such employee received for jury duty.

10.05 Civil Leave. Civil leave with pay shall be allowed to permit an employee
to testify in any federal, state or municipal court when a subpoena compels such
testimony and such testimony is on behalf of Whatcom County or is in connection with a
matter in which Whatcom County is a party.

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

For the purposes of bereavement leave only, a “day” is defined as the number of
hours an employee is assigned to work for the requested days off. Employees working
less than an assigned eight (8) hour schedule shall receive bereavement leave benefits
based on their current assignment, but no more than their budgeted full-time
equivalency. Additional days off using accrued vacation, personal holiday, comp time, or
leave without pay may also be requested.

10.07 Military Leave. Compensation and benefits during periods of military
leave shall be as outlined in state law, USERRA and County policy. Employees must
immediately notify his or her supervisor and Human Resources upon notice or receipt of orders requiring an employee to be absent from their job.

10.08 Workers’ Compensation. The County agrees to provide leave due to a work-related injury or illness for up to three hundred and sixty-five (365) calendar days consistent with RCW 51 – Industrial Insurance. It shall be the employee’s option to use sick or vacation leave to supplement industrial time loss compensation; however, in no event, shall the employee receive a total weekly compensation which would have exceeded their historic straight-time income.

10.09 Off-the-Job Injury/Illness. Employees injured or ill off-the-job shall be afforded return rights for one hundred and eighty-three (183) consecutive calendar days from the date of injury or illness or until expiration of accruals. This period shall include statutory leave rights.

ARTICLE 11 - UNEMPLOYMENT COMPENSATION

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

ARTICLES 12 – 14 – HELD IN RESERVE

ARTICLE 15 - PAID HOLIDAYS

15.01 Eligibility Criteria. All full-time and part-time employees regularly scheduled to work at least eighty (80) hours per month shall be entitled to paid holidays (eight (8) hours per occurrence). To be eligible for holiday pay, an employee must have been on the County’s payroll in paid status, or on approved voluntary unpaid furlough, for the entire scheduled workday before and after the holiday.

Paid status is defined as payment of wages for work performed, vacation, accrued sick leave, other paid leave or income for industrial injury not to exceed twelve (12) months.

15.01a Employees Appointed to <1.0 FTE. Employees appointed to less than a 1.0 FTE shall receive holiday pay based on their currently assigned, but no more than their budgeted full time equivalency.

15.01b Eligibility for Employees on Payroll on 5/4/93. Employees on the payroll on May 4, 1993, will remain subject to the eligibility requirement of 50 compensated hours.
15.02 Holiday Schedule. The following shall be paid holidays:

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

15.02a Holiday Timing. If a holiday falls on a Sunday, the Monday following shall be the observed holiday. If a holiday falls on a Saturday, the Friday before shall be the observed holiday.

15.03 State Requirement. Employees who are required to work, because state law requires an office to remain open on the December 24th County holiday observance, shall receive two (2) days worth of compensatory time (hour for hour), in lieu of premium pay. The two (2) days off are to be taken at a time mutually agreeable between the employee and the employee's supervisor.

15.04 Pay for Work Performed on Holidays. Work performed on a paid holiday shall be paid at the rate of double time plus the employee's regular straight-time holiday pay, except as follows:

15.04a Parks & Recreation and Juvenile Detention. Parks & Recreation and Juvenile Court detention employees who work on Thanksgiving, Christmas Eve or Christmas Day (the actual holiday, not the County-observed holiday) will be paid the rate of time and one half for all hours worked each of those days between 12:00 a.m. and midnight.

15.05 Juvenile Detention Holidays. Juvenile detention employees shall be paid on a monthly basis after each holiday occurs rather than accrued time off (annual amount = 8 hours X 11 holidays). Personal Holiday may be taken as outlined in section 15.06 (Personal Holiday).

15.06 Personal Holiday. Each employee shall receive one (1) Personal Holiday (eight (8) hours) on January 1 each calendar year which may be taken by the employee upon approval after the employee has notified their supervisor at least one (1) week in advance of the requested holiday. The Personal Holiday must be taken during the year.

15.06a New Hire Eligibility. No employee shall be eligible to receive the Personal Holiday until after completion of 80 compensated hours in three (3) calendar months of employment.

15.06b Employees Appointed to <1.0 FTE. The personal holiday for employees assigned to less than a 1.0 FTE shall be prorated based on their currently
assigned, but no more than their budgeted full-time equivalency on January 1 of the calendar year.

15.06c Compensation and Use. Personal holidays must be taken during the year earned to receive compensation for this benefit, and cannot be cashed out upon separation. Due to business needs, employees who are not allowed to take their Personal Holiday within the calendar year it is earned, shall take the Personal Holiday in the following calendar year.

15.07 Sheriff's Office 4/10 Holidays. Selected positions may be required to work a 4/10 schedule in order to accommodate the needs of the Sheriff's Office. These positions will accrue holidays at the rate of 7.34 hours per eligible month up to 88 hours (11 days @ 8 hours). These days shall be scheduled as vacation consistent with section 16.03c (Sheriff's Office Scheduling) and 16.03d (1) (Scheduling Limitations), except that employees are required to schedule ten hours of vacation on Thanksgiving, the day before Christmas and Christmas Day.

ARTICLE 16 - VACATION

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

16.01a New Employees. New employees shall be eligible for paid vacation after completing six (6) months of service as a regular employee.

16.01b Eligibility for Employees on Payroll on 5/4/93. Employees on the payroll on May 4, 1993, will remain subject to the eligibility requirement of 50 compensated hours.

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

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Hours of Vacation</th>
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</thead>
<tbody>
<tr>
<td>0-1 years</td>
<td>6.67 hours</td>
</tr>
<tr>
<td>2 years</td>
<td>7.34 hours</td>
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<tr>
<td>3 years</td>
<td>8.00 hours</td>
</tr>
<tr>
<td>4 years</td>
<td>10.00 hours</td>
</tr>
</tbody>
</table>
During the Following Years of Service

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Hours of Vacation</th>
</tr>
</thead>
<tbody>
<tr>
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<tr>
<td>8-9 years</td>
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<td>10 years</td>
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<tr>
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<td>16.00 hours</td>
</tr>
<tr>
<td>15 years</td>
<td>16.67 hours</td>
</tr>
</tbody>
</table>

16.02a Employees Appointed to < 1.0 FTE. Employees appointed to less than a 1.0 FTE shall accrue vacation benefits based on their currently assigned, but no more than their budgeted full-time equivalency (FTE).

16.02b Monthly Vacation Accrual Anniversary Date. For employees hired on or after January 1, 1994, the first of the month of the employee's anniversary date will be used for vacation accrual purposes.

16.02b(1) Accrual for Employees Hired Prior to January 1, 1994. The monthly vacation accrual for employees hired prior to January 1, 1994, will be based on the years of service they would have been given credit for on January 1, 1994, had the annual vacation accrual schedule remained in effect. January 1 will be the anniversary date for future vacation accrual for employees hired prior to January 1, 1994.

16.02c Maximum Accrual. Employees may accrue and carry forward a maximum of 240 hours vacation on the last pay period of any calendar year. Unused vacation in excess of 240 hours on the last pay period of any calendar year at the end of the day shall be forfeited. Employees who have a previously approved vacation cancelled in writing by Management due to a County emergency and are not allowed to reschedule before the end of the year are eligible to have those hours carried over if they would otherwise forfeit those hours.

16.03 Scheduling. Vacations may be taken by the employee at any time during a calendar year following selection from a vacation chart, by seniority. Such vacation chart is to be posted by the department allowing all employees to make selections. Vacation may also be scheduled after seniority vacation bidding on a first-come, first-serve basis as mutually agreed between the employee and his/her department head or designee. Application of seniority shall be separate for each department covered by this Agreement, except in the Public Works Department where seniority shall be separate for each Work Unit of the Department. The Employer reserves the right to restrict the number of employees on vacation at any one time to maintain operational efficiency, provided that such restrictions are reasonably administered.
16.03a Public Works Work Units. There shall be a separate vacation schedule for each Work Unit within Public Works:

<table>
<thead>
<tr>
<th>Division</th>
<th>Work Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administration</td>
<td>PW Administration, Accounting Staff, Solid Waste</td>
</tr>
<tr>
<td>Engineering</td>
<td>Engineering Administration, Design/Construction, Traffic, Development,</td>
</tr>
<tr>
<td></td>
<td>Environmental, River &amp; Flood</td>
</tr>
<tr>
<td>Central Shop</td>
<td>M &amp; O, Equipment Services</td>
</tr>
<tr>
<td>Stormwater</td>
<td>Stormwater</td>
</tr>
</tbody>
</table>

16.03b Health Clerical. Requests for leave shall be in writing on a leave request form and must be approved in advance by the employee’s supervisor. In the event of conflicts between employee’s requests for leave, the employee first requesting leave shall prevail.

16.03c Sheriff’s Office Transition. Sheriff’s Office employees shall be eligible to use up to three quarters of accrued, carried forward vacation hours in 2013 as a transition to being able to use vacation as accrued, rather than accrue one year and use the next year.

16.03d Sheriff’s Office Scheduling. Vacations may be bid by seniority, in one-week blocks, two weeks at a time per Sheriff’s Office policy/practice. Starting January 1, 2014, vacation may be bid based on anticipated accruals and used as accrued and approved.

16.03d(1) Scheduling Limitation. Employees assigned to Outside Maintenance Coordinator, ID Technician (Evidence) and Clerk III (Jail) may be limited by the Sheriff to not more than one employee off from each area during any one week.

16.04 Annual Cashout by Mutual Agreement. By mutual agreement between the employee, the department head and the Executive or his or her designee, employees shall be allowed to cash out up to forty (40) hours of vacation per year.

16.05 Separation Cashout. When an employee terminates or is terminated, such employee shall receive pay for accrued but unused vacation to the date of severance of employment.

16.05a New Employees. When employment is terminated before the end of the initial six months of service, employees shall not receive accrued vacation pay.
ARTICLE 17 - AUTHORIZATION FOR INITIATION FEES & DUES

17.01 For individuals who certify in writing that they authorize such deductions, Union initiation fees and monthly dues shall be deducted from the employee's payroll and remitted to the Secretary-Treasurer of Teamsters Union Local No. 231. Accompanying said monies shall be a list of employees, and amounts to be credited on their behalf.

17.02 The Union and each employee authorizing the assignment of wages for the payment of Union dues hereby undertake to indemnify and hold the County harmless from all claims, demands, suits or other forms of liability that may arise against the County for or on account of any deduction made from the wages of such employee.

ARTICLE 18 - SALARY SCHEDULE

18.01 Salary Schedules. Employees shall be classified pursuant to Addendum A (Position Title Index) and paid pursuant to Addendum B (Wages), which are a part of this Agreement by reference.

18.01a Step Placement. New employees will generally be placed in the entry level pay step as employees subject to a probationary period as outlined in Section 7.03b (Probation Periods). Provided further, that at the discretion of the department head and, if required, upon approval of the County Executive, an employee may be placed in a higher pay step.

18.01b Step Movement. Each employee will move per Addendum B to the next higher step the first of the month in which the employee's anniversary/step date falls until they reach the top step.

18.01c Contract Minimums. Wage rates as provided for in this Agreement shall be minimums and shall not preclude the payment of wages otherwise authorized by the Executive.

18.02 Performance Evaluation. Forty-five (45) days prior to each employee's anniversary date the department supervisor or department head will conduct an employee performance evaluation. These evaluations shall be done on an annual basis. Employees shall have an opportunity to review their job duties and content with their supervisor as part of the annual performance review.

a) Any employee receiving an overall job performance evaluation of "needs improvement" or "fails to meet job requirements" shall have forty-five (45) days in which to correct the deficiency noted in said employee's evaluation. Prior to the employee's anniversary date the employee may request in writing a re-evaluation.

b) Subsequent to a favorable job performance evaluation the supervisor or department head shall recommend advancement to the next pay step.
18.02a Evaluation Review. It is agreed that the Head of Human Resources or a designee and a Union representative will annually review the evaluation system for effectiveness.

18.02b Unsatisfactory Evaluation. In the event an employee receives a “fails to meet” or “needs improvement” overall evaluation pursuant to section 18.02a) (Performance Evaluation), he/she shall be advised in writing by the department head or supervisor. The employee will have ten (10) days in which to file a protest with the Union. The Union will investigate, and, if it is determined that a dispute exists, it shall be submitted in writing within ten (10) days of the date the protest was filed to Human Resources. The Union representative and the Head of Human Resources or designee shall meet within five (5) days in an attempt to resolve the dispute. If mutual agreement cannot be reached, the dispute may be submitted to a panel consisting of three (3) individuals -- one Union Representative, the Head of Human Resources or designee, and one impartial member who shall serve as chairperson of the panel. Should the Union and the Head of Human Resources or designee fail to reach mutual agreement on the selection of an impartial chairperson, each shall submit three (3) names of prospective panel chairpersons. The County shall select one name from the Union list and the Union shall select one name from the County list. The two names will be placed in a container. The third panel member shall be the name drawn from the container and shall be chairperson of the panel. Investigation by the panel shall commence within five (5) days of the date of selection of the impartial chairperson unless otherwise mutually agreed to. Following investigation as to the reason for the unsatisfactory evaluation, the panel shall vote by secret ballot in settling the dispute. Such decision shall be final and binding upon the County and the Union and the employee(s) and shall not be subject to the grievance procedure.

18.03 Pay Range Placement. The County shall place employees in a pay range that is consistent with their duties, responsibilities and job content.

18.04 Position Pay Ranges. The pay range established for the positions listed in Addendum A shall only be revised as provided for in this agreement. Disputes regarding proper pay range placement shall be subject to good faith negotiations. Should a range not be available, a new full range will be created which is 4.3% above the entry step of the prior range with steps at 3.8%. The Parties may create partial ranges to address certain circumstances as an alternative to separate premium pay.

18.04a Promotion. In the event of a promotion, an employee shall move to the closest step in the new salary range which awards at least a five percent (5%) increase (but no higher than the top step) over the original salary. The promotion date shall then become the future date for step increases as provided in this Agreement. All promotions are subject to a probationary period per section 7.03b (Probation Periods).

18.04b Reclassification. In the event of a reclassification upward, in accordance with County policy AD140000Z (addition of significantly higher-level duties),
an employee shall move to the closest step in the new salary range which awards at least a five percent (5%) increase (but no higher than the top step) in the new higher salary range. The reclassification date shall become the step increase date as provided in this Agreement.

18.04c Promotion & Reclassification Step Placement. In the event of a promotion or reclassification, an employee shall move to the step in the new range as itemized below. The “top wage step” is defined as the highest step in a given range (step 11 for ranges 101 – 112 and step 10 for ranges 130 – 230) where both wage and longevity have increased over the preceding step. Steps beyond the top wage step only have an increase in the longevity component.

- 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 promotion or reclassification 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 promotion or reclassification 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. The last step date will be used to determine future step movement.

For promotions or reclassifications, step movement follows the months of service requirement listed for the new Range on the appropriate matrix based on the step date as determined above.

18.04d Position Realignment. The Union may petition the County by August 15 of any year to be effective the following January 1st, for the realignment of positions that meet the conditions defined in this Section. No position shall be realigned more than once during the term of this Agreement, provided; however, for the term of this Agreement only, realignments may occur every other year. “Realignment” shall mean “change in wage range with no change in duties”. For positions to be reviewed the petition must demonstrate at least four (4) matches of the bargaining unit position duties, method of compensation, and qualifications to the same position duties, method of compensation, and qualifications in comparable counties and have an hourly wage that is under the average hourly wage of the comparable counties’ positions by at least three percent (3%). Comparable counties are: Benton, Cowlitz, Kitsap, Skagit, Thurston, and Yakima. All comparable counties where matches exist must be used. Comparisons will be based on the top step hourly wage. Petition forms shall be completed which includes attachments of the job descriptions and wage tables for the comparison counties used in the petition. Once the County determines the data
submitted supports the petition that a position requires realignment, affected employees in the position will be placed in a new higher range (one range higher but not more than the top step of the new range or the top step of the top range) in their current step. The effective date of the realignment shall become the step increase date.

18.04d(1) Additional Considerations. In the administration of section 18.04d (Position Realignment), in the event the County identifies a position as one with documented local recruitment and/or retention difficulties then secondary comparables based on close geographical location and sociological issues may be considered.

18.04e Voluntary Move to a Lower Position. In the event of an employee voluntarily moving to a lower Addendum A position, an employee shall move to the step in the new salary range which provides a reduction as close to five percent (5%) as possible, but not to exceed the top of the new salary range. If the employee is not at the top of the new salary range, they shall retain their current step date.

ARTICLE 19 – LONGEVITY

Longevity was eliminated as a separate compensation item and added to the base wage where it shall be increased automatically as future wage increases occur. The Parties agree for comparability purposes, this collective bargaining agreement provides such longevity as an element of wages.

ARTICLE 20 - SEPARABILITY AND SAVINGS

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

ARTICLE 21 - UNION ACTIVITY

It is agreed that eight (8) bargaining unit employees will be allowed to participate in negotiations and grievance procedures without loss in pay, providing such time off will not unnecessarily disrupt the operations of the department. Such employees shall receive straight-time pay while participating in negotiating activities not to exceed the employee's normally scheduled work day. The Union will keep Human Resources advised of current members of the negotiating team and shop stewards.

ARTICLE 22 - GRIEVANCE PROCEDURE AND ARBITRATION

22.01 Grievance. Grievance as used herein shall mean any dispute or controversy which might arise as to the interpretation or application of this Agreement. All meetings between an employee and management with or without the Union present
where disciplinary or grievance issues could be discussed shall be non-public, private meetings of the parties in attendance.

**22.01a Initial Filing.** Employees, with or without their Union representative, after discussing concerns or complaints with their immediate supervisor, must file a grievance as herein defined with their immediate supervisor within thirty (30) calendar days of knowledge of its occurrence or it shall be deemed null and void. Every effort shall be made to settle the complaint at this level. If it is not resolved within five (5) working days after its submission, the matter may proceed to step b. If the Union Representative or County wishes to file a grievance, either may do so at step b below.

**22.01b Grievance Written Down.** Within the employee's next three (3) working days after the response in step a, the employee shall reduce the grievance to writing and present it personally or through his or her Union representative to the Human Resources Manager or his or her designee. If not resolved at this level within the next ten (10) working days the matter may proceed to step c.

**22.01c Non-Binding Mediation.** By mutual agreement, the parties may seek non-binding mediation through the Public Employment Relations Commission (PERC) to resolve the grievance, without foregoing their rights to arbitration.

**22.01d Arbitration.** Any grievance submitted and processed in accordance with the grievance procedure provided above may be taken to arbitration by the County or the Union as herein provided. However, prior to arbitration, the County Executive shall be advised of the dispute.

Either party may, within five (5) working days after failure to adjust the grievance in section 22.01b (Grievance Written Down), serve upon the other party written demand for arbitration. The parties shall select an impartial arbitrator within ten (10) working days after service of the demand for arbitration. If the parties fail to agree within this period upon an arbitrator who is able and willing to serve, either party may, within five (5) working days thereafter, request the Federal Mediation and Conciliation Service to submit a list of eleven (11) disinterested persons living in the Northwest who are qualified and willing to act as an impartial arbitrator. From this list the County will strike two names, then the Union two names until the single name remaining is appointed as the arbitrator.

**22.01e Hearing Commencement.** The arbitrator shall commence the hearing within a reasonable time period after his selection and shall render his award in writing within thirty (30) calendar days after the close of the arbitration hearing.

The award of the arbitrator shall be rendered in writing together with his findings and conclusions and shall be final and binding upon the parties to this Agreement and upon the complaining employee and employees, if any.
22.01f Arbitrator's Fees. The arbitrator's fees and expenses, the cost of any hearing room and the cost of the shorthand reporter and of the original transcript, if requested by the arbitrator, shall be borne equally by the County and the Union. All other expenses and costs shall be borne by the parties incurring them.

22.01g Time Limitations. The County and the Union agree to comply with the time limitations set forth above and either party shall have the right to insist that the time limitations be complied with; provided, however, said time limitations may be waived by mutual agreement but in no event shall failure to comply with the time limitations set forth above deprive the arbitrator of authority to decide the grievance.

22.01h No Work Stoppage, Slowdown, Boycott or Lockout. All grievances as herein defined shall be settled in accordance with the procedures outlined above. There shall be no work stoppage, slowdown, boycott, or lockout for any reason regardless of whether the action of either party may be reasonably concluded as violation of this Agreement or any state or federal law during the life of this Agreement.

22.01i Arbitration Venue. Venue for all grievance arbitrations shall be Whatcom County unless otherwise mutually agreed.

22.01j Arbitrator Powers. The Arbitrator shall have no power to add to, impute or subtract from or to disregard, nullify or otherwise alter any terms of this Agreement or to negotiate new agreements. Arbitrator powers are limited to interpretations of and a decision concerning appropriate application of the terms of the Agreement or other existing pertinent agreement(s), if any, that the parties have adopted.

22.02 Election of Remedies. In the event an employee elects to substitute a private attorney as their sole and exclusive representative regarding an employment issue with Whatcom County, such election by the employee shall constitute an election of remedies and a waiver of the employee's right to pursue the matter as provided in this Agreement. Additionally, with such an election of remedies, the Union agrees it will not represent such employee post the employee election regarding the matter for which the employee has elected a private attorney and the Union shall not file any Unfair Labor Practice regarding the County recognition of the substitute attorney representative or any matter arising from the issues addressed by the substitute attorney representative. Both the employee and the Union will sign a waiver form agreed to by the Union and the County. All costs related to the employee's election of a private attorney shall be borne solely by the employee.

22.02a Sheriff's Office Election of Remedies. Any action appealed to the Civil Service Commission shall constitute a waiver of pursuing the grievance procedure of this Agreement. Any matter utilizing the grievance procedure may not be appealed to the Civil Service Commission.
ARTICLE 23 - NOTIFICATIONS TO UNION

23.01 Notification to Union of Postings and New Positions. The County shall provide the Union with a copy of all notices that are posted for job applicants and shall advise the Union of all positions open as well as new positions.

23.02 Notification to Union of New Hires. When a new hire is placed on the payroll, the Union shall be advised in writing of the name, address, social security number, date of hire, salary range, step of assignment, and duration of the position. Such notification shall be given within seven (7) days of the hire date. The Union shall be notified in writing within seven (7) days of an employee's termination.

23.03 Position Title Changes. The Union shall be notified when position title changes occur and the effective dates of such change.

ARTICLE 24 - MANAGEMENT RIGHTS

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

24.02 Nothing anywhere in this Agreement shall be construed to impair the rights of the Union or the County to bargain about any matter not covered by this Agreement which may be recognized under state law as a mandatory subject of collective bargaining.

24.03 The County recognizes the Union's RCW 41.56 right to obtain certain bargaining unit employee information. The Union hereby agrees to indemnify and hold the County harmless from all claims, demands, suits or other forms of liability that may arise against the County for or on account of any use or misuse of employee information provided to the Union by the County.

ARTICLE 25 - SUBCONTRACTING

Prior to subcontracting work currently performed by bargaining unit employees, the County will give the union 60-days notice of its intent to do so and, on request, will meet and discuss the decision. During this time period, the County agrees to negotiate the impacts of said decision on bargaining unit employees. The 60-day notice requirement is not applicable if the subcontracting results from an emergency situation, or if bargaining unit employees are not displaced by subcontracting.
ARTICLE 26 – GENERAL PROVISIONS

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

26.01a Changes. Changes to a different institution or account require four (4) weeks notice and can be made no more than once per calendar quarter. The County may grant exceptions.

26.01b Waiver. Employees providing documentation of their inability to open a checking and/or savings account may have this requirement waived.

26.01c Emergency Cessation. Employees may temporarily stop EFT in emergency situations with at least seven (7) calendar days notice before a scheduled payday. Employees must restart the EFT within three months. The County may grant exceptions.

26.02 Gloves, Coveralls, Rain Gear and Safety Equipment. The Union agrees that all members shall comply with safety requirements for wearing of hard hats, gloves, safety vests, and other safety equipment when in the field which will be provided by the County as required by specific safety standards or the law.

26.02a Coveralls. The County agrees to provide coveralls for mechanics, mower operators, employees of Facilities Management, and those working with herbicides, or those working under extremely dirty conditions on a regular basis in the same fashion as in the past.

26.02b Rain Gear. The County agrees to furnish rain gear for employees assigned to work in the rain, providing that previously issued rain gear be turned in.

26.03 Uniforms. Certain positions require either a full uniform or a shirt with a logo in order to identify County employees to other staff or the public. The County will provide such uniforms as it deems appropriate and employees will wear and clean the uniform as instructed by their supervisor. When replacement is required, an employee separates from County employment, or an employee moves to a position that does not require the provided uniform, the employee shall turn in the uniform to the County.

26.04 Public Works Tool Allowance. Tool allowance was eliminated as a separate compensation item, and added to the base wage where it shall be increased automatically as future wage increases occur and will be applicable to all compensated hours. The Parties agree for comparability purposes, this collective bargaining agreement provides such tool allowance as an element of wages.

26.05 Job Shares. Job shares will be administered per the Letter of Understanding #2 attached hereto.
26.06 Bulletproof Vests. Employees who, for safety reasons, are required to wear a bulletproof vest in the performance of their duties, shall make a request to their department head. Consistent with need and availability, such request shall be honored. Once issued, employees shall properly wear and maintain vests as instructed.

26.07 Clothing Repair, Reimbursement & Replacement. Employees who, in the course of pursuing their assignments, suffer a loss or substantial damage to employee clothing, excluding normal wear and tear, shall be reimbursed in a timely fashion from time of notification to the County, the reasonable cost for the repair or replacement of like items at a rate commensurate with the condition of the claimed item. Personal property shall be repaired or replaced up to $35.00 per item.

26.08 Independent Union Committee. The County recognizes that the Union may independently establish an employee committee for the purpose of improving operational efficiencies, morale and to make recommendations on realignment and retention issues in order to give effect to section 18.06c (Position Realignment) of this agreement. The County agrees upon request, it will meet as needed, but not more than quarterly and such mutually agreed follow-up meetings, with the Union for the purpose of discussion and consideration of matters brought forward through the Union’s independent employee committee.

26.09 Resident Park Rangers. The parties agree that Park Rangers accepting a position managing a park with a residency requirement as a condition of employment shall reside on the premises in accordance with a Residency Agreement, acceptable to the Union, between the employee and the County. The parties further agree that the Residency Agreement shall be reviewed periodically.

26.10 Sheriff’s Office Shots. The following vaccinations or shots will be provided for Sheriff’s Office employees on a voluntary basis: Tdap (diphtheria, tetanus, and pertussis), hepatitis A, hepatitis B, and influenza. The County will provide and pay for follow-up blood tests to see if the hepatitis B shot was effective. New shots may be added as determined by the County Health Officer as prudent for the health of employees. Adverse reactions from mandated shots will be treated according to Labor and Industries standards.

ARTICLE 27 - CONTRACT DURATION

27.01 With the exceptions noted in specific paragraphs, this Agreement, including Letters of Understanding #1 through #4, shall be in full force and effect from April 8, 2014 through December 31, 2014, and shall continue in full force and effect from year to year thereafter, unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration.

27.02 It is further provided that where no cancellation or termination notice is served and the parties desire to continue said Agreement but also desire to negotiate
changes or revisions in this Agreement, either party may serve upon the other a notice at least sixty (60) days prior to January 1, 2015, or January 1st of any subsequent year, advising that such party desires to continue this Agreement but also desires to revise or change the terms or conditions of such Agreement.

THIS AGREEMENT IS EXECUTED THIS 8th day of April, 2014 by the duly authorized representatives of the parties hereto.

GENERAL TEAMSTERS UNION LOCAL #231

By: Rich Ewing Secretary-Treasurer

WHATCOM COUNTY, WASHINGTON

By: Jack Louws
Whatcom County Executive

APPROVED AS TO FORM:

Chief Civil Deputy Prosecuting Attorney
<table>
<thead>
<tr>
<th>Range</th>
<th>Positions</th>
</tr>
</thead>
<tbody>
<tr>
<td>102.0</td>
<td>Clerk I</td>
</tr>
<tr>
<td>105.0</td>
<td>Account Clerk I Clerk II</td>
</tr>
<tr>
<td>106.0</td>
<td>Custodian Secretary II</td>
</tr>
<tr>
<td>106.1</td>
<td>Custodian (Shift)</td>
</tr>
<tr>
<td>107.0</td>
<td>Account Clerk II Clerk/Receptionist</td>
</tr>
<tr>
<td>108.0</td>
<td>Account Clerk III Cashier/Clerk III Clerk III</td>
</tr>
<tr>
<td>109.0</td>
<td>Court Clerk Account Clerk IV Clerk IV Legal Assistant I Legal Secretary I Permit Center Technician I Records Assistant Specially Court Clerk</td>
</tr>
<tr>
<td>110.0</td>
<td>Accounting Technician Calendar Coordinator Clerk V Court Facilitator Court Services Coordinator Division Secretary Drafter/GIS Technician I Facilities Maintenance Specialist Jury Coordinator Legal Secretary II Maintenance Worker II Personal Property Clerk Program Technician Purchasing Assistant Road Maintenance Worker Sr. Clerk Sr. Court Clerk Weed Compliance Inspector</td>
</tr>
<tr>
<td>111.0</td>
<td>Accountant I Calendar Clerk Election Technician Legal Assistant II Legal Secretary III Permit Center Technician II Revenue Deputy I</td>
</tr>
<tr>
<td>112.0</td>
<td>Administrative Secretary Coordinator Drafter/GIS Technician II Engineering Technician I Financial Accountant Head Cashier ID Technician Juvenile Detention Officer I Legal Assistant III Mechanic I Permit Center Technician III Revenue Deputy II Survey Technician I</td>
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<tr>
<td>112.1</td>
<td>Juvenile Detention Officer I (12-hour Shift)</td>
</tr>
<tr>
<td>112.2</td>
<td>Facilities Maintenance Technician (Rotation 6 to 7)</td>
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<tr>
<td>112.3</td>
<td>ID Technician (Evidence) (Rotation up to 3)</td>
</tr>
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<td>130.0</td>
<td>Appraiser I Coordinator II Domestic Relations Coordinator Drafter/GIS Technician III Facilities Assistant Legal Assistant IV Maintenance Worker III Mechanic II Office Manager Outside Maintenance Coordinator Revenue Deputy III Sr. Road Maintenance Worker Victim Witness Coordinator</td>
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<tr>
<td>130.1</td>
<td>Sr. Road Maintenance Worker (Sign Crew) (Rotation 4 to 5)</td>
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<tr>
<td>130.2</td>
<td>Sr. Road Maintenance Worker (Pt. Roberts) (Rotation up to 3)</td>
</tr>
<tr>
<td>140.0</td>
<td>Applications Technician Engineering Coordinator Engineering Technician II Fire Inspector I GIS Specialist I Heavy Equipment Operator Juvenile Detention Officer II Mechanic III Paralegal Plans Examiner I Public Service Inspector I Purchasing Coordinator Sr. Road Maintenance Worker – Basket Truck Solid Waste Specialist Survey Technician II</td>
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<tr>
<td>140.1</td>
<td>Juvenile Detention Officer II (12-hour Shift)</td>
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<td>140.2</td>
<td>Heavy Equipment Operator (Bridge Inspector) Sr. Road Maintenance Worker – Basket Truck (Arborist) (Certification)</td>
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<td>140.3</td>
<td>Fire Inspector I (Rotation up to 3)</td>
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<td>Sign Leader (Rotation 4 to 5)</td>
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<td>Range</td>
<td>Positions</td>
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<td>Contract Coordinator, Investment Officer, Operations/Accounting Specialist</td>
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<td>Park Ranger, Plans Examiner II, Prevention Coordinator</td>
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<td>Public Service Inspector II, Sr. Purchasing Coordinator</td>
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<td>Heavy Duty Mechanic</td>
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<td>(Tool Allowance)</td>
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<td>150.2</td>
<td>Sr. Sign Leader</td>
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<td>(Rotation 4 to 5)</td>
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<tr>
<td>150.3</td>
<td>Fire Inspector II</td>
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<td>(Rotation up to 3)</td>
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<tr>
<td>160.0</td>
<td>Appraiser III, CASA Volunteer Coordinator, Community Health Specialist II</td>
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<td>Data Applications Specialist, Dependency Guardian Ad Litem, Domestic Violence Case Spec.</td>
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<td>Engineering Technician III, GIS Specialist II, Investigator</td>
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<td>Juvenile Detention Officer III, Planner I, Probation Officer I</td>
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<td>Repair Maintenance III, Sheriff's Team Leader, Substance Abuse Specialist I</td>
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<td>Survey Technician III, Systems Support Specialist</td>
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<td>160.1</td>
<td>Juvenile Detention Officer III</td>
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<td>(12-hour Shift)</td>
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<td>160.2</td>
<td>M &amp; O Team Leader</td>
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<td>(Rotation 10+)</td>
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<td>160.3</td>
<td>Facilities Technical Specialist, M &amp; O Team Leader</td>
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<td>(Rotation 6 to 7)</td>
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<tr>
<td>170.0</td>
<td>Applications Specialist, Appraiser IV, Community Health Specialist Lead</td>
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<td>Crime Analyst, Plans Examiner III, Public Service Inspector III</td>
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<td>Tax Specialist</td>
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<td>170.1</td>
<td>Fire Inspector III</td>
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<td>(Rotation up to 3)</td>
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<td>170.2</td>
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<td>(Fluct. Work Week)</td>
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<td>GIS Specialist III, Investigator II, Maintenance/Construction Supervisor</td>
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<td>Planner II, Plans Examiner IV, Probation Officer II</td>
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<td>180.1</td>
<td>Facilities Maintenance Lead</td>
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<tr>
<td>(Rotation 6 to 7)</td>
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<tr>
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<td>190.0</td>
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<tr>
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<td>(Rotation 6 to 7 + Tool Allow)</td>
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</table>

Addendum B
2013 & 2014 Hourly Wages

Whatcom County Master CBA - 4/8/14-12/31/14
Page 52

54
This Letter of Understanding is by and between Whatcom County, hereafter called “the County” and Teamsters Local 231, hereafter called “the Union,” regarding and attached to the Master Collective Bargaining Agreement.

The purpose of this Letter of Understanding is to establish the conditions under which an employee may fill a full-time temporary position with benefits under the Master Collective Bargaining Agreement (MCBA).

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

2) **Union Membership and Benefits Eligibility**
   Temporaries with benefits will join the union in accordance with 1.02 of the MCBA.
   
   Upon completion of eligibility requirements, full-time temporaries with benefits will become eligible for Health and Welfare benefits in accordance with Article 8 (Health & Welfare Benefits) of the MCBA and Washington Teamsters Welfare Trust (WTWT) rules. Life insurance will be available to the employee only.
   
   Full-time temporaries with benefits will be eligible for paid leave in accordance with:
   - Article 9 - Sick leave
   - Article 15 – Paid Holidays
   - Article 16 – Vacation

3) **Pay & Other Conditions of Employment**
   The department will determine the rate of pay for full-time temporaries with benefits with the concurrence of the A.S. Human Resources Manager or designee based on the nature of the duties performed. Overtime will be for work performed in excess of forty (40) hours in a pay week, regardless of the number of hours worked per day.
   
   Such temporary positions with benefits will NOT be eligible for other terms and conditions of employment under the Master Collective Bargaining Agreement including, but not limited to:
   - Regular employment status
   - Step increases
   - Seniority (except as described below)
   - Longevity
   - Paid and unpaid leaves of absence (other than those described above)
   - Special pay (such as daily overtime, out-of-class, call-in, emergency telephonic...
response, etc.)
  • Bidding for positions posted within the bargaining unit
  • Grievance procedures and arbitration

If a regular employee selects a full-time temporary with benefits assignment and funding is not continued, the employee will be put in layoff status. Seniority rights in this situation will only apply as described in Section 5.05 (Transfer to Position Outside Bargaining Unit) of the Master Collective Bargaining Agreement.

4) Posting
Positions filled under this Letter of Understanding will be posted internally as full-time temporarily funded positions. Such positions may be concurrently posted and advertised externally. The time frames and other conditions of Article 7 (Job Assignments, Postings, and Openings) of the Master Collective Bargaining Agreement will not apply to these postings.

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

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

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

8) Cancellation
Either party may cancel this agreement at any time following thirty (30) days written notice to the other.
LETTER OF UNDERSTANDING #2
JOB SHARE AGREEMENT
MASTER COLLECTIVE BARGAINING AGREEMENT

This Letter of Understanding regarding Job Share Agreements is by and between Whatcom County, hereafter called "the County" and Teamsters Local 231, hereafter called "the Union" regarding and attached to the Master Collective Bargaining Agreement, hereafter called "the Master Agreement".

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 as set out in section 8.03 subject to the following conditions:

All future job share employees shall sign the official form developed from the Agreement below prior to the commencement of Job Share employment.

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

<table>
<thead>
<tr>
<th>JOB SHARE POSITION:</th>
<th>POSITION ID:</th>
</tr>
</thead>
<tbody>
<tr>
<td>DEPARTMENT:</td>
<td>SUPERVISOR:</td>
</tr>
<tr>
<td>PARTICIPANT A:</td>
<td>PARTICIPANT B:</td>
</tr>
<tr>
<td>HOURS/MONTH:</td>
<td>HOURS/MONTH:</td>
</tr>
</tbody>
</table>

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

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

Health & Welfare Benefits.
Participants are eligible to receive health & welfare benefits per Article 8 of the Master Agreement, and they must pay one-half of the County's contribution, and 100% of the employee contribution and meet eligibility requirements. Participant contributions are deducted from paychecks. The Parties recognize that a savings may enure to the County.
• The County will make one-half of the County's contribution cap listed in section 8.04a(1) (County Contribution) of the Master Agreement 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 Washington Teamsters Welfare Trust plans must meet eligibility requirements in the Master 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 Washington Teamsters Welfare Trust rules.

• Participants who were on the payroll prior to May 4, 1993 can maintain their fifty (50) hour benefit eligibility threshold in the Master Agreement while in a job share arrangement. This threshold will apply for eligibility for health & welfare benefits, sick leave accruals, holidays, and vacation accruals.

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 Master Agreement, and each participant will receive four hours of personal holiday each calendar year. During weeks when a holiday occurs, participants must work with their supervisor to assure the required number of hours will be worked and/or compensated that week.

• Accruals will not exceed 0.5 FTE regardless of the number of hours worked.

• Any additional leave will be no more than one-half the time (in hours) allowed in the Master Agreement or state or federal law.

• Participants individually accrue and have full use of seniority rights allowed under the Master 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 and as allowed per the Master Collective Bargaining Agreement.
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 3, section 3.01a pertaining to Work Schedules
  b. Article 4 pertaining to Lunch and Rest Breaks

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

Absence or Vacancy.

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

Each Job Share Agreement will require signatures of Participant A, Participant B, and the Department Head.

The County, the Union, or the Washington Teamsters Welfare Trust may, at any time, cancel this agreement after thirty (30) days written notice.


LETTER OF UNDERSTANDING #3
PT. ROBERTS POSITION
MASTER COLLECTIVE BARGAINING AGREEMENT

This Letter of Understanding is by and between Whatcom County, hereafter called “the County” and Teamsters Local 231, hereafter called “the Union,” regarding and attached to the Master Collective Bargaining Agreement, hereafter called “the Agreement.”

The Union and the County have agreed to the restoration of a “Point Roberts Position (PRP)” as follows:

1. **Point Roberts Assignment.** The County may require staff to be readily available to address Maintenance & Operations general maintenance and emergencies at Pt. Roberts. One position may be designated as the Pt. Roberts position (PRP). The person holding this position will report directly to and begin their workday at Pt. Roberts and will be readily available to respond to forecasted extreme weather conditions or emergencies within 15 minutes.

2. **Openings for PRP.** The position will be titled Pt. Roberts Maintenance Worker at range 130.2, will be on the Pt. Roberts crew, and will not be eligible to bid for lateral openings in M & O. Openings for PRP may be filled per section 7.03c (Openings in Public Works) of the Agreement. Vacancies shall only be filled with an employee not residing within the response time zone, if the employee and County mutually agree.

3. **Residency.** M & O positions in Pt. Roberts may require applicants to maintain residency within the Pt. Roberts vicinity as a condition of employment. Successful applicants will not be unduly constrained in where they live provided the response requirements in item #1 above can be complied with.

4. **Hours of Work.** The PRP will normally work a Monday through Friday workweek, but, shall be subject to an open work week which may be performed at any time of day or day of the week when services are so required. The employee assigned to the PRP shall work as required by the needs of the Department and will be paid overtime only for all hours worked over forty (40) hours in the workweek. Should a shift be established per section 3.07 (Work Outside of Normal Hours) of the Agreement, this position will be compensated the premium pursuant to the Agreement. The County agrees that they will reasonably endeavor to advise the employee of a known change to their normal workweek schedule at least two weeks in advance excluding emergent situations that may arise.

5. **Emergency Call back.** The County will provide the PRP with a cell phone or pager for the purpose of emergency call back. This position will receive pay per section 3.05d (Pagers and Cell Phones) of the Agreement.
6. **Nexus Pass.** Should the employee and County agree to obtain a nexus pass the County will pay the costs associated with such. The Union agrees that the County's payment of nexus pass is specific to the PRP and does not set precedence for any other employees covered under the Agreement.
LETTER OF UNDERSTANDING #4
CONFIRMATION OF AGREEMENTS
MASTER COLLECTIVE BARGAINING AGREEMENT

This Letter of Understanding is by and between Whatcom County, hereafter called “the County” and Teamsters Union Local 231, hereafter called “the Union” regarding and attached to the Master Collective Bargaining Agreement.

1. Excluded Positions. When the current incumbents leave the supervisory/confidential positions of Probation Officer III in Juvenile Court, Coordinator position in the Hearing Examiner’s Office and the Maintenance/Construction Supervisor position in Parks & Recreation, it is mutually agreed by the County and the Union the positions shall convert to unrepresented positions. When the incumbent Maintenance/Construction Supervisor leaves his position, the County will assess the need for a new Parks & Recreation position of “Parks Maintenance Team Leader” from among the then current FTE’s. The Union reserves the right to bargain regarding the wage range assigned to this new position as well as the right to advocate for the creation of this position. If any of the above positions are vacant when the Master Agreement is ratified, the position shall be an unrepresented position.

2. Attendance. The County agrees that in the event it should desire to adopt an attendance policy or standard that no such policy or standard shall be adopted until the County shall have given 90 days notice to the Union and during that time bargained with the Union regarding any impact on Union Members.

3. Paint Striper. Employees when actively operating the spray guns, driving the Paint Striper, or performing associated maintenance and clean-up during periods of operation will be paid at their current step in the Heavy Equipment Operator range for all such hours worked on the Paint Striper.

4. Increase of Part-Time Positions. It is understood and agreed the County may mandate an increase in any part-time position up to 1.0 FTE, if funds become available.

5. Health Clerical Conversion. Designated employees, Susan Prescott and Suzan Williams, are .95 FTE (working 38 hours per week).

6. Health Clerical Health & Welfare. Employees will remain on the health & welfare benefits provided in the Health Clerical Agreement for 2013 and transition to health & welfare benefits provided in the Master Agreement based on December 2013 hours for January 2014 coverage. Section 8.04 (Maintenance of Benefits), will apply. The following medical plans are available to current members and new hires eligible for health & welfare benefits in 2013.

   1. Contributory Plan. Employees who elected to continue or new hires who sign up for the 2012 Cap medical deductible level ($500 individual/$1,500 family maximum) in 2013 via authorized
monthly payroll deduction will have the monthly premium of $100.44 split between two paychecks per month through November, 2013.

2. **CAP 2000 Plan.** New hires who elect the Cap 2000 Plan will have no payroll deduction in 2013.
# Grant Agreement between Whatcom County Flood Control Zone District and Washington State Department of Ecology for Construction of the Canyon Creek Integrated Fish & Flood Project

**ATTACHMENTS:**
Two (2) copies of a grant agreement with the Washington Department of Ecology

**SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:**
This grant agreement between Washington State Department of Ecology and Whatcom County Flood Control Zone District (FCZD) provides $2,023,420 for the construction of the Canyon Creek Integrated Flood & Fish project. The grant will reimburse the FCZD for eligible final design, construction and construction support costs incurred during the 2013 and 2014 construction seasons.
MEMORANDUM

TO: The Honorable Jack Louws, Whatcom County Executive and Honorable Members of the Whatcom County Council acting as the Whatcom County Flood Control Zone District Board of Supervisors

THROUGH: Frank M. Abart, Public Works Director

FROM: Paula J. Cooper, P.E., River & Flood Manager

RE: Grant Agreement with Washington State Department of Ecology for Construction of the Canyon Creek Integrated Flood and Fish Project

DATE: March 21, 2014

Enclosed are two (2) originals of a Grant Agreement between Washington State Department of Ecology and Whatcom County Flood Control Zone District for your review and signature.

- Requested Action
Public Works respectfully requests that the County Executive, following approval by the County Council acting as the Flood Control Zone District (FCZD) Board of Supervisors, enter into a Grant Agreement for $2,023,420 with the Washington Department of Ecology for construction of the Canyon Creek Integrated Fish and Flood Project.

- Background and Purpose
Floodplain Restoration Proviso funds for this project were authorized by the 2013 Washington State Legislature under the Capital Budget. Funds are awarded through a Washington State Department of Ecology grant agreement. The grant provides for reimbursement of construction and construction support costs incurred during the July 1, 2013 to June 30, 2014 biennium. This will allow the FCZD to be reimbursed for a major portion of construction expenses incurred summer 2013 and for expenses anticipated to be incurred during summer 2014 construction and spring 2015 planting.

- Funding Amount and Source
The Ecology agreement with the FCZD is for $2,023,420; no local match is required. The project is included in the 2014 Public Works River & Flood budget.

- Differences from Previous Contract
This is a new grant agreement.

Please contact Paula at extension 50625 if you have any questions or concerns regarding the terms of this agreement.

Encl.

Ecology Grant Agreement – Canyon Creek Flood & Fish
**WHATCOM COUNTY CONTRACT INFORMATION SHEET**

- **Originating Department:** Public Works
- **Contact Person:** Paula J. Cooper, River & Flood Manager
- **Contractor’s Name:** Washington State Department of Ecology

**Is this a New Contract?** Yes [X] No __

**If not, is this an Amendment to an Existing Contract?** Yes ____ No ____

**Is this a renewal?** Yes ____ No ____

**Scope of Services**

This grant agreement between Washington State Department of Ecology and Whatcom County Flood Control Zone District (FCZD) provides $2,023,420 for the construction of the Canyon Creek Integrated Flood & Fish project. The grant will reimburse the FCZD for eligible final design, construction and construction support costs incurred during the 2013 and 2014 construction seasons.

**Nature of Contract Amt:** (Check one) Fixed Amount ____ Not to Exceed [X] Open Ended __

**Term of Contract:** Expiration Date: June 30, 2015

**Renewal Option** Yes ____ No [X] Last Renewal Expires:

**Special Dates or clauses that require calendaring:**

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**Contract Routing Steps & Signoff:** [sign or initial] [indicate date transmitted]

1. **Prepared by:** John N. Thompson Date 3/19/2014 [electronic]
2. **Attorney reviewed:** Daniel L. Gibson Date 03/19/14 [electronic]
3. **AS-Finance reviewed:** bbennett Date 03/21/14 [electronic]
4. **Corrections made:** Date 3-28-14
5. **Attorney signoff:** Date
6. **Contractor signed:** Date
7. **Submitted to Exec Office** Date 3-28-14 [summary via electronic; hardcopies]
8. **Reviewed by DCA** Date
9. **Council approved (if necessary)** Date
10. **Executive signed:** Date
11. **Contractor Original returned to dept:** Date
12. **County Original to Council** Date

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*this form may need to expand to more than one page*
Ecology Grant Agreement No. G1400572

between the

State of Washington Department of Ecology and

Whatcom County Flood Control Zone District

Project: Canyon Creek Integrated Flood / Fish Project

THIS is a binding agreement entered into by and between the state of Washington, Department of ECOLOGY, (PO Box 47600, Olympia, Washington, 98504-7600) hereinafter referred to as "ECOLOGY" or "DEPARTMENT" and the Whatcom County Flood Control Zone District, hereinafter referred to as the "RECIPIENT" to carry out the activities described herein.

RECIPIENT Name: Whatcom County Flood Control Zone District
Whatcom County Public Works Department
322 N. Commercial Street, Suite 120
Bellingham, WA 98225-4042

RECIPIENT Project Coordinator: Paula Cooper
Telephone Number: 360-676-6876 ext 50625
e-mail address: pcooper@co.whatcom.wa.us

Fiscal Contact for RECIPIENT: Shonda Shipman
Telephone: 360-676-6876 ext 50573
e-mail address: sshipman@co.whatcom.wa.us

Payee on Warrant: Whatcom County Flood Control Zone District
(address as above)

Project Officer for the Department: Jessica Hamill
SEA Program – Northwest Regional Office
3190 – 160th Avenue SE
Bellevue, WA 98008-5452
Phone (425) 649-7049

The source of funds provided by the DEPARTMENT are authorized by the 2013 Washington State Legislature, §3069 of the Capital Budget.

Maximum Floodplain Restoration Proviso Funding: $2,023,420

State Maximum Cost Share Rate: 100% UP TO a maximum State Share of $2,023,420

The start date of this agreement is July 1, 2013; the end date is June 30, 2015.
Scope of Work

Project Title: Canyon Creek Integrated Flood / Fish Project

Description: Three large sediment-laden floods (one in 1989 and two in 1990) caused heavy damage to public infrastructure and residential structures along Canyon Creek, a major tributary to the North Fork Nooksack River, and seriously degraded critical salmon habitat. Damage from the floods included the following: damage to a county road, a small family-run resort, four homes in the Glacier Springs community were destroyed, and State Route (SR) 542 was threatened. Damage from the floods was not only confined to that of infrastructure. Critical habitat for six species of Pacific salmon, as well as bull trout and sea-run cutthroat trout, suffered severe habitat disruption. Of the aforementioned species, Chinook salmon, bull trout, and steelhead are listed as “threatened” under the Federal Endangered Species Act. In an effort to avoid further flood damage, a levee was constructed in 1994 in the middle of the floodplain, which is an historically active alluvial fan area of Canyon Creek. Unfortunately, construction of this levee resulted in unforeseen adverse consequences such as the following: reduced area for flood storage; increased conveyance of sediment and floodwaters; and a floodplain that is constricted and disconnected from the stream. These factors significantly reduce the prevalence of and degrade the quality of salmon habitat, and create high flow hydraulic conditions that scour spawning gravel from areas with high levels of historic Chinook spawning use. The levee also acts as a barrier to fish, exacerbating fish passage issues at a man-made bedrock cascade and prevents vegetation from reaching maturity with each high water event.

Since construction of the 1994 levee, an engineering analysis revealed one or more sections of the levee toe to be damaged, resulting in possible levee failure. Levee failure could produce further damage to the Glacier Springs community, SR 542, and critical habitat. In response to this situation, the RECIPIENT and Whatcom Land Trust have acquired high risk properties, including the small family-run resort and 28 residential lots. The acquisition of property provides the opportunity to remove the 1994 levee and erect a flood set-back structure, while preventing future homes from being constructed in harm’s way. The initial 525 feet of the south end of the 2,000 foot long levee was removed in 2009 to address the worst hydraulic constriction affecting fish passage at the bedrock cascade.

RECIPIENT will construct a 1,800 foot armored set-back structure at the edge or landward of the historically active channel area. Construction of the armored set-back structure will provide the following benefits to people, property, and the environment: reduction of flood hazards to the Glacier Springs community, room for placement of 23 engineered log jams to restore salmon habitat complexity and diversity, reconnection of the stream to its historic floodplain, improved long term fish passage at the bedrock cascade, as well as enhanced riparian restoration with native species plantings to protect water quality and promote habitat forming processes. Funding from RECIPIENT and the Salmon

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Scour is the removal by hydrodynamic forces of granular bed material in the vicinity of riverine structures.
Agreement No. G1400572 between the Washington State Department of ECOLOGY and the Whatcom County Flood Control Zone District

Project: Canyon Creek Integrated Flood / Fish Project

Recovery Funding Board / Recreation and Conservation Office funded the project engineering, design process, and produced construction plans stamped by a professional engineer in the State of Washington supported by a detailed basis of design report.

The engineered log jams and setback structure are designed to accommodate scour associated with the 100-year flood event and to accommodate historic changes in bed elevation due to stream incision or sediment deposition. These design standards will maintain or improve upon existing levels of flood protection while restoring ecological function.

Location

Canyon Creek: River Mile: 0.2 to 0.7 mile
Latitude: N48.912685 Longitude: -121.993861
Section 35, Township T40N, Range R6E

Work Program

The RECIPIENT shall perform the following work tasks:

Task 1: Project Coordination / Administration

The RECIPIENT will coordinate, throughout the grant period, with ECOLOGY and other Federal, state, local or tribal agencies or private landowners as necessary to ensure the objectives of this funding opportunity are met, permits have been obtained, reporting requirements are met, and that the project is on track and within budget. Coordination issues include, but are not limited to the following: flood plain management, construction, habitat and fish protection and restoration, public access and recreation, cultural and archaeological resources, and permitting.

This Task also covers expenses to administer the grant, including but not limited to the following: bid preparation and advertisement, contracting, contract monitoring, coordination between the RECIPIENT and other entities as needed to ensure project concurrence, staff reviews, construction management, and project reimbursement requests, including quarterly as well as final reports.

Deliverables:

Updates in Quarterly Progress Reports for the biennium as follows:

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<tr>
<th>Progress Report</th>
<th>Reporting Period</th>
<th>Date Due</th>
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<tbody>
<tr>
<td>First Quarter (Year 1)</td>
<td>July 1 – September 30</td>
<td>October 30</td>
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<tr>
<td>Second Quarter</td>
<td>October 1 – December 31</td>
<td>January 30</td>
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<tr>
<td>Third Quarter</td>
<td>January 1 – March 31</td>
<td>April 30</td>
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<tr>
<td>Fourth Quarter</td>
<td>April 1 – June 30</td>
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<td>First Quarter (Year 2)</td>
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</tr>
<tr>
<td>Third Quarter</td>
<td>January 1 – March 31 2015</td>
<td>April 30</td>
</tr>
<tr>
<td>Final Report</td>
<td>April 1 – June 30</td>
<td>July 30</td>
</tr>
</tbody>
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See Special Terms and Conditions for details on progress reporting.

Task Cost: $48,920

Cost to ECOLOGY: $48,920
Task 2: Permit Amendments

All local, state, and federal permits necessary to construct all phases of this project were obtained prior to the start date of this agreement and are listed in the table below. Amendment of one or more permits to accommodate changes in construction access or unanticipated site changes may be necessary to implement Task 5 – Construction of Remaining Log Jams (Schedule 2B). Reimbursment under this agreement will be limited to staff time necessary to obtain those amendments and for applicable permit fees.

Permits required include:

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<th>Permit2</th>
<th>From Agency</th>
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<td>12/7/2012</td>
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Deliverables: Paper copies of all required permits and approved amendments.

Due Date: Prior to commencement of construction or in the case where construction has already occurred, with the next quarterly report.

Task Cost: $4,934

Cost to ECOLOGY: $4,934

Task 3: Phase 1: Construction of Setback Structure and Log jams (Schedule 2A)

The RECIPIENT will construct Schedule 2A of the project plans (construction of setback structure and log jams). A contractor will be retained through Public Works bid process and construct the following project components:

---

2 Permitting includes filling out appropriate forms, conducting necessary studies (Biological Assessment, Cultural Resource Evaluation, JARPA, State Environmental Policy Review –SEPA), and the payment of associated permit fees.
Agreement No. G1400572 between the Washington State Department of ECOLOGY and the Whatcom County Flood Control Zone District
Project: Canyon Creek Integrated Flood / Fish Project

- Materials and construction of an ~1,800 feet long armored flood hazard management setback structure;
- Removal of ~1,840 feet of the levee originally constructed in 1994;
- Materials and construction of 14 engineered log jams;
- Site grading post-construction; and,
- Site stabilization (soil amendment and straw mulch) post-construction.

The RECIPIENT will also do the following as items separate from the construction bid contract:
- Provide construction supervision and inspection using qualified in-house engineering staff;
- Provide construction support by an engineer under contract from the project design firm, Herrera Environmental Consultants, Inc.;
- Acquire and install plant materials for seven of the 14 log jams as part of a "Make a Difference Day" volunteer event; and,
- Prepare an as-built survey to document final location of all structures and site topography.

Deliverables: 1. A complete set of construction plans (hard copy) and the Basis of Design Report (electronic copy), signed and sealed by a professional engineer licensed in the State of Washington - due upon formal signature of this agreement.

2. Post Phase 1 Construction Documents - all due April 30, 2014.
   a. Two hard copies: Annotated as-built plan set, stamped by the project engineer and noting as-built elevations, structure locations, and any changes from the construction plan set;

   b. Two hard copies: Task 3 (Schedule 2A construction) summary memorandum, signed and stamped with the seal of the Project Engineer declaring that Schedule 2A of the project was constructed and completed in accordance with the construction plans and specifications and generally accepted engineering/construction practice.

   c. Two sets: In order to effectively illustrate important phases of construction and project progress, digital photographic documentation of the project before, during, and after construction will be provided. Each image will be labeled as to date, location and specific features represented.

Task Cost: $2,657,472
Cost to ECOLOGY: $854,811³

³ Refer to Work Item #3 and #7 of the Budget Table.
Task 4: **Evaluation and Refinement of Design for Remaining Log Jams (Schedule 2B)**

As Canyon Creek adjusts to the newly established site conditions including the new setback structure and the initial fourteen engineered log jams (in Schedule 2A design [Phase 1]) during the winter of 2013 / 2014, a possible shifting of the channel location may occur. This may affect access to or the ability to construct Schedule 2B log jams. After several high flows and / or prior to March 28, 2014, the design proposed as Schedule 2B (nine engineered log jams) will be re-evaluated and refined by the licensed design engineer to adapt, as needed, to any changes that have occurred. These revised plans, or the original construction plan set if no revision is needed, will be the basis for bid and specification preparation. Note that bid preparation and advertisement is included and will be billed under Task 1 – Project Coordination, above.

**Deliverables:** Specifications as well as bid documents will be developed for the revised design and the project will be put out to bid.

1. The design engineer will produce an engineering memorandum, documenting any significant site changes and recording any design revisions on the construction plan set. The memorandum may also state that no design revisions are necessary and that the original signed construction plan set will be used for bid and specification preparation.

2. Photographic documentation will be provided, illustrating site conditions (following the construction of Schedule 2A) including changes in channel location or effects of the initial fourteen log jams. Photographic images will be labeled with the date, location and features represented.

3. A copy of the plans, stamped and signed by the project engineer, for the remaining nine engineered log jams, if revisions are necessary.

4. One hard copy of the bid documents.

**Date Due:** April 30, 2014

**Task Cost:** $18,988

Cost to ECOLOGY: $18,988

---

1 Cost to ECOLOGY includes $17,500 and $1,487.50 ($17,500 x 8.5%=1,487.50) of applicable taxes (refer to Work Item #2 of the Budget Table).
Task 5: Construction of Remaining Log Jams (Schedule 2B)

The RECIPIENT shall retain contracted services in accordance with RECIPIENT procurement procedures. The contractor, under the supervision of the Whatcom County Public Works Department, will construct the remaining nine engineered log jams as designed in Task 4 deliverables. Construction supervision and inspection will be conducted by Whatcom County Public Works staff and/or a consultant inspector with support from an engineer from the project design firm, Herrera Environmental Consultants, Inc. As-built surveys will be prepared by Whatcom County Public Works, following completion of construction, in order to document final locations of all structures and associated topography.

Deliverables:
1. Two hard copies: Annotated as-built plan set stamped by the project engineer and noting as-built elevations, structure locations, and any changes from the construction plan set.
2. Two hard copies: A final project memorandum, signed by the Project Engineer declaring that the project was constructed and completed in accordance with the construction plans and specifications as well as generally accepted engineering/construction practice.
3. Two sets: Digital photographic documentation of the project before, during, and after construction to effectively illustrate important phases of construction and project progress. Each image will be labeled with the date, location and features represented. Updates in progress reports due quarterly.

Date Due: December 30, 2014

Task Cost: $1,059,579

Cost to ECOLOGY: $1,059,579

Task 6: Site Restoration

The RECIPIENT will develop a planting plan of native species. The planting plan will enhance the floodplain and terrace areas by providing additional shade, improving water quality (temperature), providing future large woody debris to benefit fish habitat, and future mature standing conifers to mitigate debris flow impacts. Methods, materials, and species for vegetation used will be consistent with specific vegetative needs of designated areas of the project site.

Beginning in fall 2013, the RECIPIENT shall re-plant all areas disturbed during each phase of construction of the setback levee and log jams per the Planting Plan and Schedule (Attachment 4). Areas disturbed during Schedule 2B construction will be re-planted during the fall 2014 to spring 2015 time frame. (See Attachment 4 to this agreement).
Agreement No. G1400572 between the Washington State Department of ECOLOGY and the Whatcom County Flood Control Zone District Project: Canyon Creek Integrated Flood / Fish Project

The RECIPIENT will develop a five-year monitoring program to ensure plant survival. Any plants failing to survive will be replaced, as needed, within the first three years of the monitoring period.

**Deliverables:**


2. In order to effectively illustrate important phases of planting and plant viability, updates in quarterly progress reports will include digital photographic documentation before, during and after planting. Each image will be labeled with the date, location and features represented.

**Date Due:** Due quarterly as seasonally appropriate.

**Task Cost:** $36,188

**Cost to ECOLOGY:** $36,188

**Task 7: Final Report**

The RECIPIENT will prepare a brief narrative final report detailing the completed project activities during the performance period of this agreement.

**Deliverable:** Final Report

**Date Due:** June 30, 2015

**Task Cost:** Costs are included above under Task 1 – Project Coordination. $0

**Cost to ECOLOGY:** $0

**Note 1:** The RECIPIENT shall notify the DEPARTMENT in writing of the project’s completion and arrange for final inspection of the project by the DEPARTMENT.

**Note 2:** All deliverables are to be sent to ECOLOGY’s Project Manager as listed on page one of this agreement.

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Agreement No. G1400572 between the
Washington State Department of ECOLOGY and the
Whatcom County Flood Control Zone District
Project: Canyon Creek Integrated Flood / Fish Project

Schedule

<table>
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<tr>
<th>Task</th>
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BUDGET

Budget Conditions

1. **Permits:**
   
   Prior to receiving funding, the RECIPIENT must obtain all the required permits. In addition, failure to comply with required permits constitutes a breach of contract, which may result in termination of this agreement.

2. **Statewide Vendor Registration:**
   
   Payment to RECIPIENT will be issued through Washington State's Department of Enterprise Services (DES). DES maintains a central vendor file for Washington state agency use to process vendor payments. This allows vendors to receive payments from all participating state agencies. RECIPIENTS must register as a state-wide vendor (SWV) by submitting a state-wide vendor registration form and an IRS W-9 form http://www.ofm.wa.gov/isd/vendors/payee_registration.doc to DES. If you have questions about the vendor registration process you can contact DES at the Payee Help Desk at (360) 664-7779 or email to payeehelpdesk@ofm.wa.gov.

3. **Project Administration:**
   
   For the administration of this agreement the RECIPIENT must follow the current edition of the Administrative Requirements for RECIPIENTS of ECOLOGY Grants and Loans (Yellow Book). http://www.ecy.wa.gov/biblio/9118.html. Please note that this document is being updated. In the event of inconsistency between these documents, unless otherwise provided herein, the inconsistency will be resolved by giving precedence in the following order:
   
   a) Applicable Federal and State statutes and regulations.
   b) Scope of Work.
   c) Special Terms and Conditions.
d) Any terms incorporated herein by reference including the "Administrative Requirements for RECIPIENTs of ECOLOGY Grants and Loans."

e) The General Terms and Conditions.

4. Invoicing:

- Grants are awarded on a reimbursable basis. The RECIPIENT initially pays project costs as they incur. Invoicing to ECOLOGY is usually by quarter but not more often than once per month. Upon presentation of an invoice to the RECIPIENT, ECOLOGY’s share of the project is reimbursed to the RECIPIENT.

- The RECIPIENT must submit complete backup documents with each invoice including but not limited to all invoiced costs and time sheets - signed and dated by employee and supervisor. The RECIPIENT must keep these expenses in grant files according to budget task for a period of three years after project completion and make them available at any time for inspection by ECOLOGY.

- Expenditures will be monitored by ECOLOGY for compliance with the budget as listed in the following budget matrix. When submitting invoices to ECOLOGY, the RECIPIENT shall highlight (or otherwise indicate) all costs on backup documentation to avoid data searches for cost verification by ECOLOGY. These costs will be listed on ECOLOGY's Voucher Support Form (C2 form) with subtotals. All payment requests must have forms A, B, C (and D if applicable for consultant services), be accompanied by a commensurate progress report, and receive ECOLOGY Project Manager approval before payment can be released.

- Budget deviations are allowed between budget objects (mobilization, equipment, etc) e.g., a grantee may spend less money on one object and more on another), but in no circumstances may the RECIPIENT exceed the total project cost. If the total of all budget deviations exceeds 10 percent of the entire project cost, the ECOLOGY Project Manager may require a written budget redistribution.

- NOTE: For payment requests, the RECIPIENT must use the ECOLOGY forms provided. Otherwise, ECOLOGY will return requests to the RECIPIENT for submittal on the correct forms.

- Requests for reimbursement must be submitted at least quarterly but not more than once per month by the RECIPIENT on state invoice voucher forms.

- Right to Audit: The RECIPIENT agrees that payment(s) made under this grant shall be subject to reduction for amount charged thereto which are found after audit examination not to constitute allowable costs under this grant. The RECIPIENT shall refund by check payable to ECOLOGY the amount of such reduction of payments under completed or terminated grants.

- All travel costs shall not exceed State travel rates: [link to state travel rates]

- Payment of invoices is contingent on receipt of viable deliverables incurred after the start date of the grant and as determined by ECOLOGY’s Project Manager.

5. Failure to comply with required permits constitutes a breach of contract, which may result in termination of this agreement.
6. The source of funds provided by the DEPARTMENT are authorized by the 2013 Washington State Legislature, §3069 of the Capital Budget.

   Maximum Floodplain Restoration Proviso Funding: $2,023,420

   State Maximum Cost Share Rate: 100% UP TO a maximum State Share of $2,023,420 and as detailed on page 13.

   balance of page left blank intentionally
Agreement No. G1400572 between the Washington State Department of ECOLOGY and the Whatcom County Flood Control Zone District

Project: Canyon Creek Integrated Flood / Fish Project

## 2013 $3669 Proviso / Ecology Funding

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<th>Qty</th>
<th>Unit Cost</th>
<th>Extended Cost</th>
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Separate project funding provided by Recreation and Conservation Office and Whatcom County

RCO Project #10-1481 R
(Task 3) Arch. & Engineering $20,293.00
(Task 3) Construction $1,443,007.00
$1,463,300.00
Whatcom Co Public Works Dept
Task 3 Arch. & Engineering $2,221.00
Task 3 Construction $352,140.00
$354,361.00

Project Funding - All Participants $1,817,661.00

$3,841,081.00
Special Terms and Conditions

AGREEMENT PROVISIONS

1. **Compliance with all Laws:** The RECIPIENT shall comply fully with all applicable federal, state and local laws, orders, regulations and permits.

2. **Restrictions on Lobbying:** The RECIPIENT of this agreement is prohibited from using funds provided by this agreement for lobbying purposes in accordance with the "Administrative Requirements for Recipients of Ecology Grants and Loans", Publication No. 91-18, current edition, Part III, Section G.

3. **Local Decision:** This grant is made in response to a request for financial assistance from the RECIPIENT to undertake an Integrated Floodplain Restoration project. The choice of floodplain management activities addressed by this grant is a local decision made solely by the RECIPIENT. The RECIPIENT is not acting as an agent of the State.

4. **Lawsuits:** The DEPARTMENT shall not be responsible for any non-contractual damage or inverse condemnation claims resulting from the structures or works constructed, repaired, restored, maintained, or improved pursuant to this grant.

5. **Indemnification, Hold Harmless and Duty to Defend**
   
a. The DEPARTMENT shall in no way be held responsible for payment of salaries, consultant’s fees, and other costs related to the project described herein, except as provided in the scope of work.

b. This paragraph applies to negligence based claims only. All other claims are governed by paragraph 4 of this section. To the extent the constitution and laws of the State of Washington permit, RECIPIENT shall indemnify, defend and hold harmless the State, its agencies, officers and employees, from all claims, suits or actions brought for any or all injuries to persons or property arising from, or as a consequence of, negligent acts or omissions related to the construction, restoration, repair, maintenance, improvement or operation of the structures or works for which this grant is provided. If the structures or works for which this grant is received are a portion of an integrated flood protection system, RECIPIENT agrees to indemnify, defend and hold harmless the State of Washington, its agencies, employees, and officers against any and all liability arising out of the operation, maintenance, or repair of that integrated flood protection system; PROVIDED, however, that this provision is not intended to and shall not be construed as a waiver by RECIPIENT of any immunities conferred upon the RECIPIENT by RCW 86.12.037 nor is it intended to, and it shall not be construed to, confer any rights upon third parties.

The RECIPIENT will not be required to indemnify, defend, or save harmless the State, its agencies, officers or employees as provided in the preceding paragraph of this section if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the State. Where such claims, suits, or actions result...
from the concurrent negligence of (a) the State, or the State’s agents or employees and (b) the RECIPIENT or the RECIPIENT’s agents or employees, the indemnity provisions provided in the preceding paragraphs of this section shall be valid and enforceable only to the extent of the RECIPIENT’s negligence or the negligence of its agents and employees.

c. To the extent that the constitution and laws of the State of Washington permit, RECIPIENT shall indemnify and hold harmless the State of Washington, its agencies, employees, and officers against any and all liability arising out of the continued operation, maintenance, or repair of the structures or works constructed, restored, repaired, maintained or improved as a result of this grant. If the structures or works for which this grant is received are portions of an integrated flood protection system, RECIPIENT agrees to indemnify, defend and hold harmless the State of Washington, its agencies, employees, and officers against any and all liability arising out of the operation, maintenance, or repair of that integrated flood protection system; PROVIDED, however, that the indemnity provisions of this paragraph are not intended to and shall not be construed as a waiver by RECIPIENT of any immunities conferred upon the RECIPIENT by RCW 86.13.037 nor are they intended to, and they shall not be construed to, confer any rights upon third parties. This agreement applies to all non-negligent, non-contractually based claims including, but not limited to, inverse condemnation, contribution, indemnification, trespass and/or nuisance.

6. Responsibilities of the Project Manager: The RECIPIENT’s Project Manager shall be responsible for the procedural obligations under this agreement in addition to his/her duty to coordinate the project hereunder. He/She shall cooperate with all parties concerned in every way possible to promote successful completion of the services described in the Scope of Work.

7. Environmental Standards

a. RECIPIENTS who collect environmental-monitoring data must provide these data to ECOLOGY using the Environmental Information Management System (EIM). To satisfy this requirement these data must be successfully loaded into EIM, see instructions on the EIM website at: http://www.ecy.wa.gov/eim.

b. RECIPIENTS are required to follow ECOLOGY’s data standards when Geographic Information System (GIS) data are collected and processed. More information and requirements are available at: http://www.ecy.wa.gov/services/gis/data/standards/standards.htm.

RECIPIENTS shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

c. RECIPIENTS must prepare a Quality Assurance Project Plan (QAPP) when a project involves the collection of environmental measurement data. QAPP is to ensure the consistent application of quality assurance principles to the planning and execution of all activities involved in generating data. RECIPIENTS must follow ECOLOGY’s Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (ECOLOGY Publication No. 04-03-030). ECOLOGY shall review and approve the QAPP prior to start of work. The size, cost, and complexity of the QAPP should be in proportion to the magnitude of the sampling effort.
8. **Quarterly Reporting:** Quarterly Reports are contingent on the start date of the agreement. For timely preparation and review, quarterly reports shall convey essential information in a simple, concise manner through the use of bulleted summary statements, lists, and tables and include the following:

a. A comparison of actual accomplishments to the objectives established for the reporting period including a description of issues on fisheries resources.

b. For any work related to GIS, designate data standard utilized and associated data documentation.

c. Status of project schedule.

d. Personnel changes.

e. Any difficulties encountered during the quarter.

f. Environmental benefits being achieved by the project.

**Note:** A quarterly progress report is required for each quarter of this agreement. If no work was conducted in that quarter, state that and submit the report.

### Reporting Periods

<table>
<thead>
<tr>
<th>Progress Report</th>
<th>Reporting Period</th>
<th>Date Due</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Quarter (Year 1)</td>
<td>July 1 – September 30</td>
<td>October 30</td>
</tr>
<tr>
<td>Second Quarter</td>
<td>October 1 – December 31</td>
<td>January 30</td>
</tr>
<tr>
<td>Third Quarter (Year 2)</td>
<td>January 1 – March 31</td>
<td>April 30</td>
</tr>
<tr>
<td>Fourth Quarter</td>
<td>April 1 – June 30</td>
<td>July 30</td>
</tr>
<tr>
<td>First Quarter</td>
<td>July 1 – September 30</td>
<td>October 30</td>
</tr>
<tr>
<td>Second Quarter</td>
<td>October 1 – December 31</td>
<td>January 30</td>
</tr>
<tr>
<td>Third Quarter (Year 3)</td>
<td>January 1 – March 31</td>
<td>April 30</td>
</tr>
<tr>
<td>Fourth Quarter</td>
<td>April 1 – June 30</td>
<td>July 30</td>
</tr>
</tbody>
</table>


9. **Identification of Project Materials:** All reports, maps, and other documents published as part of this grant agreement shall carry the name of the RECIPIENT, ECOLOGY’s grant number (in the upper right hand corner), title, the specific task number of the product and date centered on the front cover or title page (or in the case of maps, the block which contains the name of the Government unit or Department).

10. **Format for Publications and Brochures:** Any (hard copy) publications or brochures required as a product of this agreement shall conform to minimum standards of size, 8-1/2” x 11” white, recycled paper equivalent in weight to 30 lb. bond, single spaced, printed both sides, no less than 1” margins. Photos, illustrations, and graphs must be of reproducible quality. Any publications or brochures intended for public distribution shall comply with graphic requirements as specified in ECOLOGY’s "Publications Handbook", publication number 91-41 and any additional specifications as may be outlined in the Scope of Work.

11. **Amendments and Modifications:** This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the
12. **Minority And Women's Business (MWBE) Participation:** The RECIPIENT agrees to solicit and recruit, to the maximum extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated after the effective date of this Agreement.

In the absence of more stringent goals established by the RECIPIENT's jurisdiction, the RECIPIENT agrees to utilize the DEPARTMENT'S goals for minority- and women-owned business participation in all bid packages, request for proposals, and purchase orders. These goals are expressed as a percentage of the total dollars available for the purchase or contract and are as follows:

<table>
<thead>
<tr>
<th>Category</th>
<th>MBE Goal</th>
<th>WBE Goal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction/Public Works</td>
<td>10% MBE</td>
<td>6% WBE</td>
</tr>
<tr>
<td>Architecture/Engineering</td>
<td>10% MBE</td>
<td>6% WBE</td>
</tr>
<tr>
<td>Purchased Goods</td>
<td>8% MBE</td>
<td>4% WBE</td>
</tr>
<tr>
<td>Purchased Services</td>
<td>10% MBE</td>
<td>4% WBE</td>
</tr>
<tr>
<td>Professional Services</td>
<td>10% MBE</td>
<td>4% WBE</td>
</tr>
</tbody>
</table>

Meeting these goals is voluntary and no contract award or rejection shall be made based on achievement or non-achievement of the goals. Achievement of the goals is encouraged, however, and the RECIPIENT and ALL prospective bidders or persons submitting qualifications shall take the following affirmative steps in any procurement initiated after the effective date of this Agreement:

a. Include qualified minority and women's businesses on solicitation lists.

b. Assure that qualified minority and women's businesses are solicited whenever they are potential sources of services or supplies.

c. Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.

d. Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.

e. Use the services and assistance of the State Office of Minority and Women's Business Enterprises (OMWBE) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

By signing this Agreement, the RECIPIENT certifies that the above steps were, or will be followed. Any contractor engaged by the RECIPIENT under this agreement shall be required to follow the above five affirmative steps in the award of any subcontract(s).

The RECIPIENT shall report to the DEPARTMENT at the time of submitting each invoice, on forms provided by the DEPARTMENT, payments made to qualified firms. The report will address:

a. Name and state OMWBE certification number of any qualified firm receiving funds under the voucher, including any sub-and/or sub-subcontractors.

b. The total dollar amount paid to qualified firms under this invoice.
13. **Right to Audit**: The RECIPIENT agrees that payment(s) made under this grant shall be subject to reduction for amount charged thereto which are found after audit examination not to constitute allowable costs under this grant. The RECIPIENT shall refund by check payable to the DEPARTMENT the amount of such reduction of payments under completed or terminated grants.

14. **Grant Closeout**: The end date for this project is **June 30, 2015**. A grace period of 45 days for all deliverables and invoice vouchers is allowed as stipulated in the scope of work or by the State Office of Financial Management (OFM) through ECOLOGY's Fiscal Office.

15. **All Writings Contained Herein**: This agreement, the appended "General Terms and Conditions", and the Department's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans" contain the entire understanding between the parties, and there are no other understandings or representations except those set forth or incorporated by reference herein. No subsequent modification(s) or amendments to this agreement shall be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and DEPARTMENT and made a part of this agreement.

IN WITNESS WHEREOF, the parties hereby sign this Grant Agreement:

**State of Washington**  
Department of **ECOLOGY**

**Whatcom County**  
Flood Control Zone District

Gordon White  
Program Manager  
Shorelands and Environmental Assistance Program

Date  
See page 18 for District Approvals

Approved as to form only by  
The Assistant Attorney General

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5 In the event the agreement ends at June 30, at the end of the State biennium, the RECIPIENT will be required to submit both payment request and all deliverables by July 18 or the date as decided by the ECOLOGY Fiscal Office.
Agreement No. G1400572 between the Washington State Department of ECOLOGY and the Whatcom County Flood Control Zone District

Project: Canyon Creek Integrated Flood / Fish Project

WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT:
Recommended for Approval:

Frank M. Abart, Public Works Director 3/24/2014

Approved as to form only:

Daniel Gibson, Chief Civil Deputy Prosecutor 3/28/14

Approved:
Accepted for Whatcom County Flood Control Zone District

By:
Jack Louws, Whatcom County Executive, acting for the Whatcom County Flood Control Zone District Board of Supervisors

STATE OF WASHINGTON )
COUNTY OF WHATCOM ) ss

On this _____ day of __________, 2014, 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 __________________.
ATTACHMENT I: General Terms and Conditions
Pertaining To Grant And Loan Agreements Of The Department Of ECOLOGY

A. RECIPIENT PERFORMANCE
All activities for which grant/loan funds are to be used shall be accomplished by the RECIPIENT and RECIPIENT's employees. The RECIPIENT shall only use contractor/consultant assistance if that has been included in the agreement's final scope of work and budget.

B. SUBGRANTEE/CONTRACTOR COMPLIANCE
The RECIPIENT must ensure that all subgrantees and contractors comply with the terms and conditions of this agreement.

C. THIRD PARTY BENEFICIARY
The RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this agreement, the state of Washington is named as an express third-party beneficiary of such subcontracts with full rights as such.

D. CONTRACTING FOR SERVICES (BIDDING)
Contracts for construction, purchase of equipment and professional architectural and engineering services shall be awarded through a competitive process, if required by State law. RECIPIENT shall retain copies of all bids received and contracts awarded, for inspection and use by the DEPARTMENT.

E. ASSIGNMENTS
No right or claim of the RECIPIENT arising under this agreement shall be transferred or assigned by the RECIPIENT.

F. COMPLIANCE WITH ALL LAWS
1. The RECIPIENT shall comply fully with all applicable Federal, State and local laws, orders, regulations and permits.

Prior to commencement of any construction, the RECIPIENT shall secure the necessary approvals and permits required by authorities having jurisdiction over the project, provide assurance to the DEPARTMENT that all approvals and permits have been secured, and make copies available to the DEPARTMENT upon request.

2. Discrimination. The DEPARTMENT and the RECIPIENT agree to be bound by all Federal and State laws, regulations, and policies against discrimination. The RECIPIENT further agrees to affirmatively support the program of the Office of Minority and Women's Business Enterprises to the maximum extent possible. If the agreement is federally-funded, the RECIPIENT shall report to the DEPARTMENT the percent of grant/loan funds available to women or minority owned businesses.

3. Wages and Job Safety. The RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.

4. Industrial Insurance. The RECIPIENT certifies full compliance with all applicable state industrial insurance requirements. If the RECIPIENT fails to comply with such laws, the DEPARTMENT shall have the right to immediately terminate this agreement for cause as provided in Section K.1, herein.

G. KICKBACKS
The RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this project to give up any part of the compensation to which he/she is otherwise entitled or, receive any fee, commission or gift in return for award of a subcontract hereunder.
H. AUDITS AND INSPECTIONS
1. The RECIPIENT shall maintain complete program and financial records relating to this agreement. Such records shall clearly indicate total receipts and expenditures by fund source and task or object. All grant/loan records shall be kept in a manner which provides an audit trail for all expenditures. All records shall be kept in a common file to facilitate audits and inspections.

Engineering documentation and field inspection reports of all construction work accomplished under this agreement shall be maintained by the RECIPIENT.

2. All grant/loan records shall be open for audit or inspection by the DEPARTMENT or by any duly authorized audit representative of the State of Washington for a period of at least three years after the final grant payment/loan repayment or any dispute resolution hereunder. If any such audits identify discrepancies in the financial records, the RECIPIENT shall provide clarification and/or make adjustments accordingly.

3. All work performed under this agreement and any equipment purchased, shall be made available to the DEPARTMENT and to any authorized state, federal or local representative for inspection at any time during the course of this agreement and for at least three years following grant/loan termination or dispute resolution hereunder.

4. RECIPIENT shall meet the provisions in OMB Circular A-133 (Audits of States, Local Governments & Non Profit Organizations), including the compliance Supplement to OMB Circular A-133, if the RECIPIENT expends $500,000 or more in a year in Federal funds. The $500,000 threshold for each year is a cumulative total of all federal funding from all sources. The RECIPIENT must forward a copy of the audit along with the RECIPIENT’S response and the final corrective action plan to the DEPARTMENT within ninety (90) days of the date of the audit report.

I. PERFORMANCE REPORTING
The RECIPIENT shall submit progress reports to the DEPARTMENT with each payment request or such other schedule as set forth in the Special Conditions. The RECIPIENT shall also report in writing to the DEPARTMENT any problems, delays or adverse conditions which will materially affect their ability to meet project objectives or time schedules. This disclosure shall be accompanied by a statement of the action taken or proposed and any assistance needed from the DEPARTMENT to resolve the situation. Payments may be withheld if required progress reports are not submitted.

Quarterly reports shall cover the periods January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be due within thirty (30) days following the end of the quarter being reported.

J. COMPENSATION
1. Method of compensation. Payment shall normally be made on a reimbursable basis as specified in the grant agreement and no more often than once per month. Each request for payment will be submitted by the RECIPIENT on State voucher request forms provided by the DEPARTMENT along with documentation of the expenses. Payments shall be made for each task/phase of the project, or portion thereof, as set out in the Scope of Work when completed by the RECIPIENT and approved as satisfactory by the Project Officer.

The payment request form and supportive documents must itemize all allowable costs by major elements as described in the Scope of Work. Instructions for submitting the payment requests are found in "Administrative Requirements for RECIPIENTs of ECOLOGY Grants and Loans", Part IV, published by the DEPARTMENT. A copy of this document shall be furnished to the RECIPIENT. When payment requests are approved by the DEPARTMENT, payments will be made to the mutually agreed upon designee. Payment requests shall be submitted to the DEPARTMENT and directed to the Project Officer assigned to administer this agreement.

2. Period of Compensation. Payments shall only be made for actions of the RECIPIENT pursuant to the grant/loan agreement and performed after the effective date and prior to the expiration date of this agreement, unless those dates are specifically modified in writing as provided herein.
3. Final Request(s) for Payment. The RECIPIENT should submit final requests for compensation within forty-five (45) days after the expiration date of this agreement and within fifteen (15) days after the end of a fiscal biennium. Failure to comply may result in delayed reimbursement.

4. Performance Guarantee. The DEPARTMENT may withhold an amount not to exceed ten percent (10%) of each reimbursement payment as security for the RECIPIENT's performance. Money withheld by the DEPARTMENT may be paid to the RECIPIENT when the project(s) described herein, or a portion thereof, have been completed if, in the DEPARTMENT's sole discretion, such payment is reasonable and approved according to this agreement and, as appropriate, upon completion of an audit as specified under section J.5. herein.

5. Unauthorized Expenditures. All payments to the RECIPIENT may be subject to final audit by the DEPARTMENT and any unauthorized expenditure(s) charged to this grant/loan shall be refunded to the DEPARTMENT by the RECIPIENT.

6. Mileage and Per Diem. If mileage and per diem are paid to the employees of the RECIPIENT or other public entities, it shall not exceed the amount allowed under state law for state employees.

7. Overhead Costs. No reimbursement for overhead costs shall be allowed unless provided for in the Scope of Work hereunder.

K. TERMINATION

1. For Cause. The obligation of the DEPARTMENT to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of the DEPARTMENT, to perform any obligation required of it by this agreement, the DEPARTMENT may refuse to pay any further funds there under and/or terminate this agreement by giving written notice of termination.

A written notice of termination shall be given at least five working days prior to the effective date of termination. In that event, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT under this agreement, at the option of the DEPARTMENT, shall become DEPARTMENT property and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Despite the above, the RECIPIENT shall not be relieved of any liability to the DEPARTMENT for damages sustained by the DEPARTMENT and/or the State of Washington because of any breach of agreement by the RECIPIENT. The DEPARTMENT may withhold payments for the purpose of setoff until such time as the exact amount of damages due the DEPARTMENT from the RECIPIENT is determined.

2. Insufficient Funds. The obligation of the DEPARTMENT to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. When this agreement crosses over state fiscal years the obligation of the DEPARTMENT is contingent upon the appropriation of funds during the next fiscal year. The failure to appropriate or allot such funds shall be good cause to terminate this agreement as provided in paragraph K.1 above.

When this agreement crosses the RECIPIENT's fiscal year, the obligation of the RECIPIENT to continue or complete the project described herein shall be contingent upon appropriation of funds by the RECIPIENT's governing body; provided, however, that nothing contained herein shall preclude the DEPARTMENT from demanding repayment of ALL funds paid to the RECIPIENT in accordance with Section O herein.

3. Failure to Commence Work. In the event the RECIPIENT fails to commence work on the project funded herein within four months after the effective date of this agreement, or by any date agreed upon in writing for commencement of work, the DEPARTMENT reserves the right to terminate this agreement.

L. WAIVER

Waiver of any RECIPIENT default is not a waiver of any subsequent default. Waiver of a breach of any provision of this agreement is not a waiver of any subsequent breach and will not be construed as a modification of the terms of this agreement unless stated as such in writing by the authorized representative of the DEPARTMENT.

Page 21 of 27
M. PROPERTY RIGHTS

1. Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property, the RECIPIENT may copyright or patent the same but the DEPARTMENT retains a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover or otherwise use the material(s) or property and to authorize others to use the same for federal, state or local government purposes. Where federal funding is involved, the federal government may have a proprietary interest in patent rights to any inventions that are developed by the RECIPIENT as provided in 35 U.S.C. 200-212.

2. Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish information of the DEPARTMENT; present papers, lectures, or seminars involving information supplied by the DEPARTMENT; use logos, reports, maps or other data, in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to the DEPARTMENT.

3. Tangible Property Rights. The DEPARTMENT's current edition of "Administrative Requirements for RECIPIENTs of ECOLOGY Grants and Loans", Part V, shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by the DEPARTMENT in the absence of state, federal statute(s), regulation(s), or policy(s) to the contrary or upon specific instructions with respect thereto in the Scope of Work.

4. Personal Property Furnished by the DEPARTMENT. When the DEPARTMENT provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to the DEPARTMENT prior to final payment by the DEPARTMENT. If said property is lost, stolen or damaged while in the RECIPIENT's possession, the DEPARTMENT shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.

5. Acquisition Projects. The following provisions shall apply if the project covered by this agreement includes funds for the acquisition of land or facilities:

   a. Prior to disbursement of funds provided for in this agreement, the RECIPIENT shall establish that the cost of land/or facilities is fair and reasonable.

   b. The RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses contemplated by this agreement.

6. Conversions. Regardless of the contract termination date shown on the cover sheet, the RECIPIENT shall not at any time convert any equipment, property or facility acquired or developed pursuant to this agreement to uses other than those for which assistance was originally approved without prior written approval of the DEPARTMENT. Such approval may be conditioned upon payment to the DEPARTMENT of that portion of the proceeds of the sale, lease or other conversion or encumbrance which monies granted pursuant to this agreement bear to the total acquisition, purchase or construction costs of such property.

N. SUSTAINABLE PRODUCTS

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is encouraged to implement sustainable practices where and when possible. These practices include use of clean energy, and purchase and use of sustainably produced products (e.g., recycled paper). For more information, see http://www.ecy.wa.gov/sustainability/.

O. RECOVERY OF PAYMENTS TO RECIPIENT

The right of the RECIPIENT to retain monies paid to it as reimbursement payments is contingent upon satisfactory performance of this agreement including the satisfactory completion of the project described in the Scope of Work. In the event the RECIPIENT fails, for any reason, to perform obligations required of it by this agreement, the RECIPIENT may, at the DEPARTMENT's sole discretion, be required to repay to the DEPARTMENT all grant/loan funds disbursed to the RECIPIENT for those parts of the project that are rendered worthless in the opinion of the DEPARTMENT by such failure to perform.

Interest shall accrue at the rate of twelve percent (12%) per year from the time the DEPARTMENT demands repayment of funds. If payments have been discontinued by the DEPARTMENT due to insufficient funds as in
Agreement No. G1400572 between the Washington State Department of ECOLOGY and the Whatcom County Flood Control Zone District
Project: Canyon Creek Integrated Flood / Fish Project

Section K.2 above, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination. Any property acquired under this agreement, at the option of the DEPARTMENT, may become the DEPARTMENT'S property and the RECIPIENT'S liability to repay monies shall be reduced by an amount reflecting the fair value of such property.

P. PROJECT APPROVAL
The extent and character of all work and services to be performed under this agreement by the RECIPIENT shall be subject to the review and approval of the DEPARTMENT through the Project Officer or other designated official to whom the RECIPIENT shall report and be responsible. In the event there is a dispute with regard to the extent and character of the work to be done, the determination of the Project Officer or other designated official as to the extent and character of the work to be done shall govern. The RECIPIENT shall have the right to appeal decisions as provided for below.

Q. DISPUTES
Except as otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement which is not disposed of in writing shall be decided by the Project Officer or other designated official who shall provide a written statement of decision to the RECIPIENT. The decision of the Project Officer or other designated official shall be final and conclusive unless, within thirty days from the date of receipt of such statement, the RECIPIENT mails or otherwise furnishes to the Director of the DEPARTMENT a written appeal.

In connection with appeal of any proceeding under this clause, the RECIPIENT shall have the opportunity to be heard and to offer evidence in support of this appeal. The decision of the Director or duly authorized representative for the determination of such appeals shall be final and conclusive. Appeals from the Director's determination shall be brought in the Superior Court of Thurston County. Review of the decision of the Director will not be sought before either the Pollution Control Hearings Board or the Shoreline Hearings Board. Pending final decision of dispute hereunder, the RECIPIENT shall proceed diligently with the performance of this agreement and in accordance with the decision rendered.

R. CONFLICT OF INTEREST
No officer, member, agent, or employee of either party to this agreement who exercises any function or responsibility in the review, approval, or carrying out of this agreement, shall participate in any decision which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is, directly or indirectly interested; nor shall he/she have any personal or pecuniary interest, direct or indirect, in this agreement or the proceeds thereof.

S. INDEMNIFICATION
1. The DEPARTMENT shall in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

2. To the extent that the Constitution and laws of the State of Washington permit, each party shall indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this agreement.

T. GOVERNING LAW
This agreement shall be governed by the laws of the State of Washington.

U. SEVERABILITY
If any provision of this agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this agreement which can be given effect without the invalid provision, and to this end the provisions of this agreement are declared to be severable.

V. PRECEDENCE
In the event of inconsistency in this agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable Federal and State statutes and regulations; (b) Scope of Work; (c) Special Terms and Conditions; (d) Any terms incorporated herein by
reference including the "Administrative Requirements for RECIPIENTs of ECOLOGY Grants and Loans"; and 
(e) the General Terms and Conditions.

W. FUNDING AVAILABILITY
The DEPARTMENT's ability to make payments is contingent on availability of funding. In the event funding 
from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date and 
prior to completion or expiration date of this agreement, the DEPARTMENT, at its sole discretion, may elect 
to terminate the agreement, in whole or part, or to renegotiate the agreement subject to new funding 
limitations and conditions. The DEPARTMENT may also elect to suspend performance of the agreement 
until the DEPARTMENT determines the funding insufficiency is resolved. The DEPARTMENT may exercise 
any of these options with no notification restrictions.
EXHIBIT 1: VICINITY MAP

LOWE R CAN YON CREEK
PHASE 2 RESTORATION PROJECT
WHATCOM COUNTY, WASHINGTON
Exhibit 2: Construction Drawing
Exhibit 3: Planting Plan
Amend contract with Van Ness Feldman, LLP

This is an amendment to Whatcom County Contract No. 201212020, the contract for legal representation by Van Ness Feldman, LLP, to increase the maximum consideration by $30,000 for a total contract amount of $130,000. It also changes the contractor name from Van Ness Feldman GordonDerr to Van Ness Feldman, LLP.

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

TO: Jack Louws, County Executive
FROM: Marina Engels, Deputy Clerk of the Council
RE: Van Ness Feldman, LLP
DATE: March 26, 2014

Enclosed are two (2) originals of an amendment to the contract between Whatcom County and Van Ness Feldman, LLP, for your review and signature.

▪ Background and Purpose
The Contractor shall represent Whatcom County and assist in the preparation of its legal defense of Ordinance No. 2012-032 in Growth Management Hearings Board case number 12-2-0013. To the extent any of the issues raised in case number 12-2-0013 are addressed in the Board's compliance order in case number 11-2-00120c, Contractor's scope of work will additionally include assisting the County in the preparation of its legal defense on those issues in case number 11-2-0010c. In addition, the Contractor shall represent Whatcom County and assist in the appeals of Growth Management Hearings Board case nos. 11-2-0010c and 12-2-0013.

▪ Funding Amount and Source
The Council approved a budget supplemental to cover the remainder of the contract at the March 25, 2014 meeting.

▪ Differences from Previous Contract
This amendment adds an additional $30,000 to the contract for a total contract amount of $130,000 and extends the term to December 14, 2014.

Please contact me at extension 50730, or Karen Frakes at 50704, if you have any questions or concerns regarding the terms of this agreement.

Encl.
## WHATCOM COUNTY CONTRACT INFORMATION SHEET

**Originating Department:** Whatcom County Council  
**Contract Administrator:** Whatcom County Prosecutor  
**Contractor's / Agency Name:** Van Ness Feldman, LLP

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
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<th>Amendment or Renewal to an Existing Contract</th>
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<th>Yes</th>
<th>No</th>
<th>Grantor agency contract number(s)</th>
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</thead>
<tbody>
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<td>Is this contract grant funded?</td>
<td>Yes</td>
<td>No</td>
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</tr>
<tr>
<td>Is this contract the result of a RFP or Bid process?</td>
<td>Yes</td>
<td>No</td>
<td>Cost Center:</td>
</tr>
<tr>
<td>Is this contract excluded from E-Verify?</td>
<td>Yes</td>
<td>No</td>
<td>If no, include Attachment D Contractor Declaration</td>
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</tbody>
</table>

- Contract less than $100,000.  
- Professional services agreement for certified/licensed professional  
- Work is for less than 120 days  
- Interlocal Agreement (between Govt.)  
- Contract for Commercial off the shelf items (COTS)  
- Public Works Dept. - Local Agency/Federally Funded FHWA

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**Contract Amount:** (sum of orig contract amount and any prior amendments)  

$ 100,000

**This Amendment Amount:**  

$ 30,000

**Total Amended Amount:**  

$ 130,000

*If a Professional Services Agreement is more than $15,000 or a Bid is more than $35,000, please submit an Agenda Bill for Council approval and a supporting memo. Any amendment that provides either a 10% increase in amount or more than $10,000, whichever is greater, must also go to Council and will need an agenda bill and supporting memo. If less than these thresholds, just submit to Executive with supporting memo for approval.*

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

The Contractor shall represent Whatcom County and assist in the preparation of its legal defense of Ordinance No. 2012-032 in Growth Management Hearings Board case number 12-2-0013. To the extent any of the issues raised in case number 12-2-0013 are addressed in the Board’s compliance order in case number 11-2-00120c, Contractor’s scope of work will additionally include assisting the County in the preparation of its legal defense on those issues in case number 11-2-00120c. In addition, the Contractor shall represent Whatcom County and assist in the appeals of Growth Management Hearings Board case nos. 11-2-0010c and 12-2-0013.

**Term of Contract:** One year  
**Expiration Date:** 12/14/14

---

**Contract Routing Steps & Signoff:** [sign or initial]  

1. Prepared by: KNF  
2. Attorney reviewed: KNF  
3. AS Finance reviewed: mdc  
4. IT reviewed if IT related  
5. Corrections made:  
6. Attorney signoff: KNF  
7. Contractor signed:  
8. Submitted to Exec Office  
9. Council approved (if necessary)  
10. Executive signed:  
11. Contractor Original Returned to dept;  
12. County Original to Council  

[indicate date transmitted]  

- Date 3/26/14  
- Date 3/26/14  
- Date 3/26/14  
- Date 3/26/14  
- Date 3/26/14  
- Date 3/26/14  
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- Date 3/26/14  
- Date 3/26/14  

This form may need to expand to more than one page.
Amendment No. 4
Whatcom County Contract No. 201212020

CONTRACT BETWEEN WHATCOM COUNTY AND

Van Ness Feldman, LLP

THIS AMENDMENT is to the Contract between Whatcom County and Van Ness Feldman GordonDerr, Attorneys at Law, dated December 10, 2012 and designated "Whatcom County Contract No. 201212020." In consideration of the mutual benefits to be derived, the parties agree to the following:

1. The maximum consideration for this agreement shall be increased by $30,000.00, for a total contract amount not to exceed $130,000.00.

2. The Contractor's name on the contract shall be changed to Van Ness Feldman, LLP.

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

IN WITNESS WHEREOF, Whatcom County and Van Ness Feldman, LLP have executed this Amendment on the date and year below written.

DATED this 28th day of March, 2014.

CONTRACTOR:

Jay Derr, Attorney at Law

STATE OF WASHINGTON
COUNTY OF WHATCOM

On this 28th day of March, 2014, before me personally appeared Jay P. Derr, to me known to be the Managing Partner of Van Ness Feldman, LLP and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

NOTARY PUBLIC in and for the State of Washington,
residing at Lynden, WA
My commission expires 3.13.15
WHATCOM COUNTY:

Approved as to form:

Prosecuting Attorney  Date

Approved:
Accepted for Whatcom County:

By: ________________
    Jack Louws, Whatcom County Executive

STATE OF WASHINGTON )
COUNTY OF WHATCOM ) ss

On this ______________ day of ______________________, 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.

CONTRACTOR INFORMATION:

CONTRACTOR

Van Ness Feldman, LLP
719 Second Avenue, Suite 1150
Seattle, WA  98104-1728

Contact Name:  Jay Derr
Contact Phone:  206-623-9372
Contact FAX:  206-623-4986
Contact Email:  jpd@vnf.com
TITLE OF DOCUMENT:
Contract for Services Agreement
For Dental Services at the Whatcom County Jail and Work Center

ATTACHMENTS:
Memo to Jack Louws
Two Originals of the 2014 Dental Services Contract at the Whatcom County Jail and Work Center

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

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:
The purpose of this agreement is to provide dental services at the Whatcom County Jail and Work Center for the period beginning on the March 1, 2014 and ending on December 31, 2014.

Dental Power International was the sole bidder to respond to RFP 14-15. They will replace Dr. Jung Lee, DDS who moved to Seattle.

This agreement may be renewed for up to four one-year terms by mutual agreement of the parties for a total of five (5) years.
MEMORANDUM

TO: Jack Louws, County Executive
FROM: Bill Elfo, Sheriff
RE: 2014 Jail Dentist Agreement
DATE: March 18, 2014

Enclosed are two (2) originals of the Whatcom County Jail Dental Services Agreement between Whatcom County and Dental Power International, for your review and signature.

- Background and Purpose
Dental Power International was the sole bidder to respond to RFP 14-15 for Dental Services in the Jail and at the Work Center. They will replace Dr. Jung Lee, DDS who moved to Seattle. This company complies with the accreditation requirements of the National Commission on Correctional Health Care and will provide licensed and qualified Dentists for basic dental care for offenders.

- Funding Amount and Source
Funding for this contract comes from the approved Whatcom County Budget, in cost center 1860.6635.006. The maximum annual compensation for this agreement shall not exceed $29,988.00.

- Differences from Previous Contract
This is a new contract for 2014 and has four renewal periods available. The maximum annual compensation for this contract is less than last year by approximately $8,000.00. This is due to a reduction in the per hour compensation from $160.00 to $124.95 per hour.

Please contact Wendy Jones at extension 50470, if you have any questions or concerns regarding the terms of this agreement.

Encl.
**WHATCOM COUNTY CONTRACT INFORMATION SHEET**

<table>
<thead>
<tr>
<th>Originating Department:</th>
<th>Whatcom County Sheriff/Corrections</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Administrator:</td>
<td>Laurie Reid, Adm. Coordinator</td>
</tr>
<tr>
<td>Contractor's / Agency Name:</td>
<td>Dental Power International</td>
</tr>
</tbody>
</table>

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

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

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

Is this contract the result of a RFP or Bid process?
- Yes [X] No  
- If yes, RFP 14-15  
- Cost Center: 118160.6635.006  

Is this contract excluded from E-Verify? Yes [X] No  
- If no, include Attachment D Contractor Declaration  

If yes, indicate qualified exclusion(s) below:
- [X] Contract less than $100,000.  
- Professional services agreement for certified/licensed professional  
- Work is for less than 120 days  
- Contract for Commercial off the shelf items (COTS)  
- Interlocal Agreement (between Govt.)  
- Public Works Dept. - Local Agency/Federally Funded FHWA  

Contract Amount: (sum of orig contract amt and any prior amendments)
- $29,988.00  

Scope of Services:
Dental Power International will provide a dentist for dental clinics at the County Jail on an average of one (1) session every week with a maximum of forty (40), six hour sessions, per calendar year, the time and date of which shall be mutually agreeable to the Contractor and the Chief Corrections Deputy or their designee.  

Term of Contract: 1 year with 4 renewals  
Expiration Date: 12/31/14  

Contract Routing Steps & Signoff: [sign or initial] [indicate date transmitted]  
1. Prepared by LR  
2. Attorney reviewed  
3. AS Finance reviewed  
4. IT reviewed if IT related  
5. Corrections made  
6. Attorney signoff  
7. Contractor signed  
8. Submitted to Exec Office  
9. Reviewed by DCA  
10. Council approved (if necessary)  
11. Executive signed  
12. Contractor Original Returned to dept.  
13. County Original to Council  

Last Revised 6/9/11
CONTRACT FOR SERVICES AGREEMENT
For Dental Services at the Whatcom County Jail and Work Center

Dental Power International, hereinafter called Contractor, and Whatcom County, hereinafter referred to as County, agree and contract as set forth in this Agreement, including:

- General Conditions, pp. 3 to 7
- Exhibit A (Scope of Work), pp. 8 to 9
- Exhibit B (Compensation), pp. 10

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 First day of March, 2014, regardless of date of signature, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31st day of December, 2014. The term of this Agreement may be renewed for up to four (4) one-year terms for a total of five (5) years by mutual agreement of the parties. Notice of the intention to extend the agreement shall be presented in writing by either party on or before December 1st of any year.

The general purpose or objective of this Agreement is to provide dental services for the Whatcom County Jail and Work Center, 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.

Dental services are to be as bid. 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 12th day of March, 2014.

CONTRACTOR:

[Signature]
James Walsh, Dental Power International, Inc.

STATE OF WASHINGTON  )
COUNTY OF (Whatcom ) ss.

On this 12th day of March, 2014, before me personally appeared James Walsh, known to me and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

[Signature]
Wendy J. H. H. Le
WHATCOM COUNTY:
Recommended for Approval:

Bill Elko, Sheriff
Date

Approved as to form:

Prosecuting Attorney
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:

Dental Power International, Inc.
Attn: Mr. James Walsh

Address:
205 Lloyd Street, Suite # 101
Carrboro, NC 27510

Mailing Address:
Same as above

Contact Phone: (888) 932-2450
Contact FAX: N/A
Contact Email: jimw@dentalpower.com
GENERAL CONDITIONS

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.

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.

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, after providing notice of such default to the Contractor and fifteen (15) days to cure such default, terminate the contract by depositing written notice to the Contractor in the U.S. mail, first class postage prepaid, 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 for work not performed or where payment is withheld under Section 22.1.

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."

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 County may determine the amount necessary to cure the default. On cure of any default by Contractor, County shall pay Contractor amounts due. 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.

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 on a Schedule C, 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.

30.3 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.

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 Professional general liability and property damage insurance with the following minimums:
Worker's Compensation insurance as required by law.
Property Damage per occurrence - $500,000.00
Comprehensive General Liability & Property Insurance for bodily injury- $1,000,000.00, to include, but not be limited to the following: premises/operation; independent contractors; personal injury; contractual liability with a combined single limit for bodily injury and property damage of $1,000,000.00

The Certificate of such insurance must provide proof of the following: The Certificate must identify and name Whatcom County, its elected officers and employees, as an additional insured. This insurance shall be considered as primary and shall waive all rights of subrogation. The County insurance shall be non-contributory. The Certificate will be attached hereto as Exhibit "C".
The County must be notified immediately of any cancellation of the policy or change in insurance carrier.

34.3 Defense & Indemnity Agreement:
To the extent of its comparative liability, each party agrees to indemnify, defend and hold the other party, its elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which are alleged or proven to be caused by an act or omission, negligent or otherwise, of its elected and appointed officials, employees, agents or volunteers.

A Party shall not be required to indemnify, defend, or hold the other Party harmless if the claim, damage, loss or expense for personal injury, for any bodily injury, sickness, disease or death or for any damage to or destruction of any property (including the loss of use resulting therefrom) is caused by the sole act or omission of the other Party.

In the event of any concurrent act or omission of the parties, negligent or otherwise, each party shall pay its proportionate share of any damages awarded based upon comparative liability. The parties agree to maintain a consolidated defense to claims made against them and to reserve all indemnity claims against each other until after liability to the claimant and damages, if any, are adjudicated. If any claim is resolved by voluntary settlement and the parties cannot agree upon apportionment of damages and defense costs, they shall submit apportionment to binding arbitration.

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.

Each party shall promptly notify the other of any claim for which indemnity is sought, and shall cooperate fully with the other part in the investigation, defense and settlement of such claim. The indemnifying party shall have the sole discretion to defend and settle such claim.

The County will notify the Contractor if the County becomes aware of a possible claim from any incident involving offender health care or services provided by the Contractor under this contract. The notification must be in writing and in no more than 60 days from the date such claims are filed. Notification must include the names and addresses of the possible claimant and witnesses and a description of the actual or alleged incident, and copies of any demands, notices, summonses, or legal papers received under the claim or suit. The County shall authorize the Contractor to obtain records and other information as needed to investigate any claim or suit where Contractor services may be involved, provided Federal and State medical confidentiality laws are followed as they pertain to offender health records.

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, 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.

36.2 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:

**COUNTY**
Wendy Jones, Chief Corrections Deputy
Whatcom County Sheriff’s Office
311 Grand Avenue
Bellingham, WA 98225

**CONTRACTOR**
Dental Power International, Inc.
205 Lloyd St., Suite 101
Carrboro, NC 27510

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.

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.

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, 22.1, 30.1, 32.1, 33.1, 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.
SERVICES TO BE PERFORMED

The Contractor shall:

1. Provide a Dentist to provide the services outlined below, at the main Whatcom County Jail. The Dentist must:
   a. Be licensed in the State of Washington
   b. Provide proof of Professional Liability Insurance as described in section 34.1 of this agreement.
   c. Pass a standard background check for access to the interior of the jail, said background check to be conducted by the County.

2. The Dentist will conduct dental calls at the County Jail on average of (1) session every week with a maximum of forty (40) six hour sessions per calendar year, the time and date of which shall be mutually agreeable to the Contractor and the Chief Corrections Deputy or their designee for a total of 239 hours.
   a) Examine, diagnose and prescribe appropriate treatment for prisoners for treatment of acute pain and/or debilitating dental conditions. This treatment shall be in the form of either a temporary filling, removal of a problem tooth or treatment of an oral/dental infection.
   (b) Order appropriate and necessary laboratory and x-ray services.
   (c) Record necessary history and physical findings, diagnoses and orders for treatments on the permanent Jail Health Record.
   (d) Refer to local specialists all patients requiring specialized care.
   (e) Provide consultation and necessary dental supervision to the Jail nurses and other jail personnel on matters relating to the dental care of the prisoners.
   (f) Provide the equipment needed to examine, diagnose and treat the offenders. The Whatcom County Jail owns a dental chair, and some limited hand instruments.
   (g) Provide any ancillary personnel (dental technician or hygienist) needed to assist the dentist.

3. The Dentist may provide primary dental care in the Contractor's clinic on a space available basis, during regular office hours, for prisoners whose condition require urgent care which should not be delayed until a scheduled dental call session, provided that clinic/office is within the geographical boundaries of Whatcom County. If the office/clinic is not within Whatcom County, the Dentist will coordinate services with another local dental provider with the nursing staff of the Jail Health Program.

4. The contractor will provide dental advice to the Jail staff via telephone at any hour, without charge, when he is on call. If another dentist or health care provider initiates emergency in-patient treatment due to unavailability of the contracting dentist, the contractor agrees to accept the patient from the other dentist on the following weekday, holidays excluded.

5. This contract does not obligate the jail staff to refer all unscheduled dental patients to the contractor exclusively. The jail staff or nurse may refer patients to other dentists for care as they feel necessary.

6. This contract is not intended to provide for in-patient services. However, the contractor may refer prisoners to himself for dental care of such services which he is competent and certified to care for or he may refer patients to any competent local specialist with appropriate training. Patients requiring major surgery shall always be
referred to certified specialists. In-patient fees for offenders who are in custody will be billed to the Jail at the usual and customary fees charged to other similarly positioned patients. All referrals shall be made only after giving notice to the County that a patient referral will be made.

7. Other dentists who share a call schedule with contractors are under no obligation to communicate with or render any services to the jail.
EXHIBIT "B"
(COMPENSATION)

1. The contractor shall provide the County an itemized bill for services rendered at the end of each month.

2. Dental services shall be itemized by the day and time. Each session will be billed at a minimum one hour of service at $124.95 for the first hour or any part thereof. Time in excess of one hour will be billed in increments of one half hour at $62.48 per each half hour, or part thereof. The maximum annual compensation shall not exceed $29,988 unless amended by mutual agreement.

3. In the event of cancellation of a previously scheduled appointment, with less than twelve (12) hours notice, compensation shall be paid in the amount of $50.00 for the dentist being available on a "stand-by" basis.

4. All bills received by the 10th of the month shall be paid by the end of the month. It is understood that at the end of the calendar year, all bills for services must be presented to the County by January 10 of the following year or no payment will be made until one (1) year later.
**TITLE OF DOCUMENT:**
Cooperative Law Enforcement Agreement

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

The purpose of this agreement is to continue the cooperative effort between the Whatcom County Sheriff's Office and USDA Forest Service to enhance State and local law enforcement in connection with activities on National Forest System lands. The previous agreement (Whatcom County Contract #200908011) expired December 31, 2013.

The USDA Forest Service will provide funds for one Sheriff's Office deputy to patrol the Mt. Baker-Snoqualmie National Forest inside the boundaries of Whatcom County from January 1, 2014 through December 31, 2014.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

---

**Related County Contract #:**

**Related File Numbers:**

**Ordinance or Resolution Number:**

Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County's website at: www.co.whatcom.wa.us/council.
Enclosed for your review and signature are two (2) original Cooperative Law Enforcement Agreements and 2014 Annual Operating Plans for the subject agreement between Whatcom County Sheriff's Office and USDA Forest Service for Mt. Baker-Snoqualmie National Forest.

Background and Purpose
The purpose of this agreement is to continue the cooperative effort between the Whatcom County Sheriff's Office and USDA Forest Service to enhance State and local law enforcement in connection with activities on National Forest System (NSF) lands. The previous agreement (Whatcom County Contract #200908011) expired December 31, 2013.

The Whatcom County Sheriff's Office will continue to provide one full-time deputy from January 1, 2014 through December 31, 2014 whose primary assignment is to patrol the Mt. Baker-Snoqualmie National Forest inside the boundaries of Whatcom County, with particular attention given to those places utilized by the visiting public such as administered recreation sites, dispersed recreation sites, buildings and boat launching facilities. The USDA Forest Service will reimburse the Sheriff's Office for services provided.

Funding Amount and Source
A maximum of $56,760.00 will be provided by USDA Forest Service.

Differences from Previous Contract
A reduction of 12% ($7,740.00) from previous year.

Please contact Undersheriff Jeff Parks at extension 50418 if you have any questions or concerns regarding the terms of this agreement.

Enclosures
WHATCOM COUNTY CONTRACT INFORMATION SHEET

Originating Department: Whatcom County Sheriff's Office
Contract or Grant Administrator: Jeff Parks, Undersheriff
Contractor's / Agency Name: U.S. Department of Agriculture (USDA), Forest Service

Is this a New Contract? Yes ☑ No ☐
If not, is this an Amendment or Renewal to an Existing Contract? Yes ☐ No ☑
Does contract require Council Approval? Yes ☑ No ☐
Is this a grant agreement? Yes ☑ No ☐
If yes, grantor agency contract number(s) CFDA #
Is this contract grant funded? Yes ☑ No ☐
If yes, associated Whatcom County grant contract number(s)
Is this contract the result of a RFP or Bid process? Yes ☑ No ☐
If yes, RFP and Bid number(s) Cost Center: 2993
Is this agreement excluded from E-Verify? Yes ☑ No ☐
If no, include Attachment D Contractor Declaration form.

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

Contract Amount (sum of original contract amount and any prior amendments): $56,760.00
This Amendment Amount: $0
Total Amended Amount: $56,760.00

Summary of Scope: Continue the cooperative effort between the Whatcom County Sheriff's Office and USDA Forest Service to enhance State and local law enforcement in connection with activities on National Forest System lands. The USDA Forest Service will provide funds for one Sheriff's Office deputy to patrol Mt. Baker-Snoqualmie National Forest.

Term of Contract: 01/01/14 Expiration Date: 12/31/14

Contract Routing Steps & Signoff

1. Prepared by: DMP Date: 03/18/14
2. Attorney reviewed: Date: 3/19/14
3. AS Finance reviewed: Date: 3/25/14
4. IT reviewed, if IT related: Date:
5. Corrections made: Date:
6. Attorney signoff: Date: 3/19/14
7. Contractor signed: Date:
8. Submitted to Exec Office: Date: 3/25/14
9. Council Approved (if required): Date:
10. Executive signed: Date:
11. Contractor original returned to Dept.: Date:
12. County original to Council: Date:

Last Edited 7/24/13
COOPERATIVE LAW ENFORCEMENT AGREEMENT
Between
WHATCOM COUNTY SHERIFF'S OFFICE
And The
USDA, FOREST SERVICE
MT. BAKER-SNOQUALMIE NATIONAL FOREST

This COOPERATIVE LAW ENFORCEMENT AGREEMENT (‘Agreement’) is entered into by and between Whatcom County Sheriff’s Office, hereinafter referred to as “Whatcom County,” and the USDA, Forest Service, Mt. Baker-Snoqualmie National Forest, hereinafter referred to as the “U.S. Forest Service,” under the provisions of the Cooperative Law Enforcement Act of August 10, 1971, Pub. L. 92-82, 16 U.S.C. 551a.

Background: The parties to this agreement recognize that public use of National Forest System Lands (NFS lands) is usually located in areas that are remote or sparsely populated. The parties also recognize that the enforcement of State and local law is related to the administration and regulation of NFS lands and Whatcom County has/have a limited amount of financing to meet their responsibility of enforcing these laws.

Title: Whatcom County Sheriff’s Office Cooperative Law Enforcement

I. PURPOSE:

The purpose of this agreement is to document a cooperative effort between the parties to enhance State and local law enforcement in connection with activities on NFS lands and provide for reimbursement to Whatcom County for the intensified portion of this effort.

In consideration of the above premises, the parties agree as follows:

II. WHATCOM COUNTY SHALL:

A. Perform in accordance with the approved and hereby incorporated Annual Financial and Operating Plan (Annual Operating Plan) attached as Exhibit A. See related Provision IV-E.

B. Ensure that the officers/agents of Whatcom County performing law enforcement activities under this agreement meet the same standards of training required of the officers/agents in their jurisdiction, or the State Peace Officers Standards of Training where they exist.

C. Provide uniformed officers/agents with marked vehicles to perform all activities unless agreed to otherwise in the Annual Operating Plan.
D. Advise the U.S. Forest Service Principal Contact, listed in Provision IV-B, of any suspected criminal activities in connection with activities on NFS lands.

E. Upon the request of the U.S. Forest Service, dispatch additional deputies within manpower capabilities during extraordinary situations as described in Provision IV.J.

F. Complete and furnish annually the U.S. Forest Service with Form FS-5300-5, Cooperative Law Enforcement Activity Report, identifying the number of crimes occurring on NFS lands. The report shall follow the FBI Uniform Crime Reporting groupings, Part I and Part II offenses. Offenses and arrest information shall be combined and reported for each crime. This report shall separate the crimes handled under this agreement from those handled during regular duties.

G. Provide the U.S. Forest Service Principal Contact, listed in Provision IV-B, with case reports and timely information relating to incidents/crimes in connection with activities on NFS lands.

H. Bill the U.S. Forest Service for Whatcom County’s actual costs incurred to date, displayed by separate cost elements, excluding any previous U.S. Forest Service payment(s) made to the date of the invoice, not to exceed the cumulative funds obligated hereunder and as specified on the Annual Operating Plan. Billing frequency will be as specified in the Annual Operating Plan. See related Provisions III-B, IV-I, and IV-P.

I. Give the U.S. Forest Service or Comptroller General, through any authorized representative, access to and the right to examine all records related to this agreement. As used in this provision, “records” include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

J. Comply with all Federal statutes relating to nondiscrimination and all applicable requirements of all other Federal laws, Executive Orders, regulations, and policies. These include, but are not limited to Sections 119 and 504 of the Rehabilitation Act of 1973 as amended, which prohibits discrimination on the basis of race, color, religion, sex, age, national origin, marital status, familial status, sexual orientation, participation in any public assistance program, or disability.

III. THE U.S. FOREST SERVICE SHALL:

A. Perform in accordance with the Annual Operating Plan attached as Exhibit A.

B. Reimburse Whatcom County for actual expenses incurred, not to exceed the estimated amount shown in the Annual Operating Plan. The U.S. Forest Service will make payment for project costs upon receipt of an invoice. Each correct invoice shall display Whatcom County’s actual expenditures to date of the invoice, displayed by separate cost elements as documented in the Annual Operating Plan, less any previous U.S. Forest
Service payments. See related Provisions II-H and IV-I. The invoice should be forwarded as follows:

Submit original invoice(s) for payment to:
USDA, Forest Service
Albuquerque Service Center
Payments – Grants & Agreements
101B Sun Avenue NE
Albuquerque, NM 87109
FAX: (877) 687-4894
E-Mail: asc_ga@fs.fed.us

Send copy to:
James V. Griffin, Patrol Captain
U.S. Forest Service
Mt. Baker-Snoqualmie NF
2930 Wetmore Ave Suite 3A
Everett, WA 98201
Phone: (425) 783-6090
E-Mail: jvgriffin@fs.fed.us

IV. IT IS MUTUALLY UNDERSTOOD AND AGREED UPON BY AND BETWEEN THE PARTIES THAT:

A. The parties will make themselves available, when necessary, to provide for continuing consultation, exchange information, aid in training and mutual support, discuss the conditions covered by this agreement and agree to actions essential to fulfill its purposes.

B. The principal contacts for this agreement are:

**Principal Whatcom County Contacts:**

<table>
<thead>
<tr>
<th>Whatcom County Program Contact</th>
<th>Whatcom County Administrative Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bill Elfo, Sheriff</td>
<td>Jeffrey Parks, Undersheriff</td>
</tr>
<tr>
<td>Whatcom County Sheriff’s Office</td>
<td>Whatcom County Sheriff’s Office</td>
</tr>
<tr>
<td>311 Grand Avenue</td>
<td>311 Grand Avenue</td>
</tr>
<tr>
<td>Bellingham, WA 98225</td>
<td>Bellingham, WA 98225</td>
</tr>
<tr>
<td>Phone: (360) 676-6650</td>
<td>Phone: (360) 676-6650</td>
</tr>
<tr>
<td>FAX: (360) 738-2494</td>
<td>FAX: (360) 738-2494</td>
</tr>
<tr>
<td>Email: <a href="mailto:belfo@co.whatcom.wa.us">belfo@co.whatcom.wa.us</a></td>
<td>Email: <a href="mailto:jparks@co.whatcom.wa.us">jparks@co.whatcom.wa.us</a></td>
</tr>
</tbody>
</table>

**Principal U.S. Forest Service Contacts:**

<table>
<thead>
<tr>
<th>U.S. Forest Service Program Manager Contact</th>
<th>U.S. Forest Service Administrative Contact</th>
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<tbody>
<tr>
<td>James V. Griffin, Patrol Captain</td>
<td>Cindy J. Orlando, Program Support Assist.</td>
</tr>
<tr>
<td>USDA Forest Service LE&amp;I</td>
<td>USDA Forest Service LE&amp;I</td>
</tr>
<tr>
<td>2930 Wetmore Ave Suite 3A</td>
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<tr>
<td>Everett, WA 98201</td>
<td>Everett, WA 98201</td>
</tr>
<tr>
<td>Phone: (425) 783-6090</td>
<td>Phone: (425) 783-6092</td>
</tr>
<tr>
<td>FAX: (425) 783-6098</td>
<td>FAX: (425) 783-6098</td>
</tr>
<tr>
<td>Email: <a href="mailto:jvgriffin@fs.fed.us">jvgriffin@fs.fed.us</a></td>
<td>Email: <a href="mailto:cindviorlando@fs.fed.us">cindviorlando@fs.fed.us</a></td>
</tr>
</tbody>
</table>
C. This agreement has no effect upon Whatcom County’s right to exercise civil and criminal jurisdiction on NFS lands, nor does this agreement have any effect upon the responsibility of the U.S. Forest Service for the enforcement of federal laws and regulations relative to NFS lands.

D. Annual Operating Plan will be negotiated on a calendar year basis. At the end of the year, funds not spent may be carried forward to the next year, or deobligated at the request of the U.S. Forest Service. Upon expiration of the Cooperative Law Enforcement Agreement, funds not spent will be deobligated.

E. Any Annual Operating Plan added to this agreement will be jointly prepared and agreed to by the parties. The Annual Operating Plan shall at a minimum contain:

1. Specific language stating that the Annual Operating Plan is being added to this agreement thereby subjecting it to the terms of this agreement.

2. Specific beginning and ending dates.

3. Bilateral execution prior to any purchase or the performance of any work for which reimbursement is to be made.

4. Specify any training, equipment purchases, and enforcement activities to be provided and agreed rates for reimbursement including the maximum total amount(s) for reimbursement.

5. An estimate of the useful life of any equipment purchased under this agreement as required by Provision IV-K.


7. Designation of specific individuals and alternate(s) to make or receive requests for enforcement activities under this agreement.

8. A review and signature of a U.S. Forest Service Agreements Coordinator.

F. Nothing in this agreement obligates either party to accept or offer any Annual Operating Plan under this agreement.

G. The officers/agents of Whatcom County performing law enforcement activities under this agreement are, and shall remain, under the supervision, authority, and responsibility of Whatcom County. Law enforcement provided by Whatcom County and its employees shall not be considered as coming within the scope of federal employment and none of the benefits of federal employment shall be conferred under this agreement.
H. Federal Communication Commission procedures will be followed when operating radio(s) on either party’s frequency.

I. Whatcom County’s reimbursable expenses must be: listed in an approved Annual Operating Plan; expended in connection with activities on NFS lands; and expenses beyond those which are normally able to provide.

J. During extraordinary situations such as, but not limited to: fire emergency, drug enforcement activities, or certain group gatherings, the U.S. Forest Service may request Whatcom County to provide additional special enforcement activities. The U.S. Forest Service will reimburse Whatcom County for only the additional activities requested and not for activities that are regularly performed by Whatcom County.

K. Reimbursement may include the costs incurred by Whatcom County in equipping or training its officers/agents to perform the additional law enforcement activities authorized by this agreement. Unless specified otherwise in the Annual Operating Plan, reimbursement for equipment and training will be limited to a pro rata share based on the percentage of time an officer/agent spends or equipment is used under this agreement.

When reimbursement for items such as radios, radar equipment, and boats is being contemplated, reimbursement for leasing of such equipment should be considered. If the U.S. Forest Service’s equipment purchases are approved in the Annual Operating Plan, an estimate of the useful life of such equipment shall be included. When purchased, equipment use rates shall include only operation and maintenance costs and will exclude depreciation and replacement costs. Whether Whatcom County is/are reimbursed for lease/purchase costs, or the U.S. Forest Service purchases and transfers the equipment, the total cost for the equipment cannot exceed the major portion of the total cost of the Annual Operating Plan unless approved by all parties in the agreement and shown in the Annual Operating Plan.

When the U.S. Forest Service provides equipment, the transfer shall be documented on an approved property transfer form (AD-107) or equivalent. Title shall remain with the U.S. Forest Service, however; Whatcom County shall ensure adequate safeguards and controls exist to protect loss or theft. Whatcom County shall be financially responsible for any loss at original acquisition cost less depreciation at the termination of the agreement. Whatcom County is/are responsible for all operating and maintenance costs for equipment that the U.S. Forest Service has reimbursed Whatcom County for and/or transferred to Whatcom County under the AD-107 process or equivalent.

L. Equipment and supplies approved for purchase under this agreement are available only for use as authorized. The U.S. Forest Service reserves the right to transfer title to the U.S. Forest Service of equipment and supplies, with a current per-unit fair market value in excess of $5,000.00, purchased by Whatcom County using any Federal funding. Upon expiration of this agreement Whatcom County shall forward an equipment and supply inventory to the U.S. Forest Service, listing all equipment purchased throughout the life of the project and unused supplies. The U.S. Forest Service will issue disposition
instructions within 120 calendar days, in accordance with equipment regulations contained in 7 CFR 3016.32.

M. When no equipment or supplies are approved for purchase under an Annual Operating Plan, U.S. Forest Service funding under this agreement is not available for reimbursement of Whatcom County’s purchase of equipment or supplies.

N. When State conservation agencies have the responsibility for public protection in addition to their normal enforcement responsibility, their public protection enforcement activities may be included in Annual Operating Plans and are then eligible for reimbursement. Reimbursement is not authorized to State Conservation Agencies for enforcement of fish and game laws in connection with activities on NFS lands.

O. Pursuant to 31 U.S.C. 3716 and 7 CFR, Part 3, Subpart B, any funds paid to Whatcom County in excess of the amount to which Whatcom County is/are finally determined to be entitled under the terms and conditions of the award constitute a debt to the federal Government. If not paid within a reasonable period after the demand for payment, the Federal awarding agency may reduce the debt by:

1. Making an administrative offset against other requests for reimbursements.
2. Withholding advance payments otherwise due to Whatcom County.
3. Taking other action permitted by statute.

Except as otherwise provided by law, the Federal awarding agency shall charge interest on an overdue debt in accordance with 4 CFR, Chapter II “Federal Claims Collection Standards” and 31 U.S.C. Chapter 37.

P. Modifications within the scope of the agreement shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by both parties, prior to any changes being performed. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.

Q. Either party, in writing, may terminate this agreement in whole, or in part, at any time before the date of expiration. Neither party shall incur any new obligations for the terminated portion of this agreement after the effective date and shall cancel as many obligations as is possible. Full credit shall be allowed for each party’s expenses and all noncancelable obligations properly incurred up to the effective date of termination.

R. This agreement in no way restricts the U.S. Forest Service or Whatcom County from participating in similar activities with other public or private agencies, organizations, and individuals.

S. In accordance with Executive Order (EO) 13513, “Federal Leadership on Reducing Text Messaging While Driving,” any and all text messaging by Federal employees is banned:
a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

T. Any information furnished to the U.S. Forest Service under this agreement is subject to the Freedom of Information Act (5 U.S.C. 552).

U. This agreement is executed as of the date of the last signature and, unless sooner terminated, shall be effective through December 31, 2018.

V. AUTHORIZED REPRESENTATIVES. By signing below, each party certifies that the individual parties are authorized to act in the behalf of the parties hereto. In witness whereof, the parties hereto have signed and dated this agreement as of the last date written below.

BILL ELFO, Sheriff
Whatcom County Sheriff’s Office

Approved as to form:

ELIZABETH L. GALLERY, Civil Deputy
Prosecuting Attorney, Whatcom County

JACK LOUWS, Executive
Whatcom County

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 ________________.
The authority and format of this agreement (14-LE-11060500-008) have been reviewed and approved for signature.

COLLEEN BROWER
U.S. Forest Service Grants Management Specialist

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice) and 202-720-6382 (TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice) or (800) 877-8339 (TDD). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.
This Annual Operating and Financial Plan (Annual Operating Plan), is hereby made and entered into by and between Whatcom County Sheriff’s Office, hereinafter referred to as “Whatcom County,” and the USDA, Forest Service, Mt. Baker-Snoqualmie National Forest, hereinafter referred to as the “U.S. Forest Service,” under the provisions of Cooperative Law Enforcement Agreement #14-LE-11060500-008. This Annual Operating Plan is for the estimated period beginning January 1, 2014, and ending December 31, 2014.

Previous Year Carry-over: $0.00
Current Fiscal Year Obligation: $56,760.00
FY 2014 Total Annual Operating Plan: $56,760.00

I. GENERAL:

A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

**Principal Whatcom County Contacts:**

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<tr>
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</tr>
<tr>
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</tr>
<tr>
<td>Everett, WA 98201</td>
<td>Everett, WA 98201</td>
</tr>
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<td>Telephone: (425) 783-6090</td>
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<tr>
<td>Email: <a href="mailto:jvgriffin@fs.fed.us">jvgriffin@fs.fed.us</a></td>
<td>Email: <a href="mailto:cindyjorlando@fs.fed.us">cindyjorlando@fs.fed.us</a></td>
</tr>
</tbody>
</table>

B. Reimbursement for all types of enforcement activities shall be at the following rates unless specifically stated otherwise:

Whatcom County provided full-time Deputy from January 1, 2014, through December 31, 2014, at a rate of $73.00 per hour (includes wages, benefits, vehicle costs, administrative costs) plus overtime, not to exceed $56,760.00. The U.S. Forest Service will be billed at the 2014 adopted rate. The same adopted rate applies to any officers dispatched for special enforcement situations per section IV, or officers assisting at the request of the U.S. Forest Service per section II-C.

II. PATROL ACTIVITIES:

A. Patrol schedules will be flexible to allow for emergencies, other priorities, and meeting day-to-day needs of both Whatcom County and the Forest Service. Whatcom County will provide a full-time Deputy from January 1, 2014, through December 31, 2014, whose primary assignment is the Mt. Baker-Snoqualmie National Forest inside the boundaries of Whatcom County, Washington, with particular attention given to those places utilized by the visiting public such as administered recreation sites, dispersed recreation sites, buildings and boat launching facilities.

B. Specific workdays and core hours on the ground will be determined by Whatcom County with concurrence by the U.S. Forest Service. This schedule will be provided to the U.S. Forest Service at least five days prior to the schedule taking effect. It is expected that patrols will include Saturday, Sunday and holidays on National Forest Lands, for the period of the agreement, or until such time as funding is exhausted.

C. Within staffing capabilities, additional Deputies shall be dispatched to unforeseen situations upon request of the U.S. Forest Service.

D. Whatcom County will assign one full-time officer with a fully equipped and marked Whatcom County Sheriff’s Office vehicle, suitable for patrol of forest areas.

E. Ample time will be spent in each area to make Forest users aware that law enforcement officers are in the vicinity. Timely reports and/or information relating to incidents or crimes that have occurred on NFS lands should be provided to the Forest Service as soon as possible.
F. Any known or reported incidents including contacts, investigations, citations, custodies, searches, etc., occurring on NFS lands shall be documented on a Daily Activity Report. These reports will be forwarded quarterly, to the attention of Patrol Captain James V. Griffin.

G. Assigned Deputies will complete Daily Activity Reports denoting hours worked, location and type of activity to assure patrols are consistent with Agreement priorities. This documentation should be submitted with reimbursement requests.

H. A completed Form FS 5300-5, Cooperative Law Enforcement Activity Report, shall be furnished to the Forest Service on a quarterly basis, identifying the number of crimes occurring on NFS lands.

The report shall follow the FBI Uniform Crime Reporting Groupings, Part I and II Offenses. Offense and arrest information shall be combined and reported for each crime. The report shall separate the crimes handled under the cooperative agreement from those handled by the County during regular duties.

A copy of each motor vehicle collision report occurring on NFS lands and roads, including photos of the crash site depicting all vehicles involved, any property damage, road conditions and applicable road signs shall be provided to the U.S. Forest Service. All motor vehicle accidents shall be reported by phone to the local Forest Service Law Enforcement Officer as soon as possible.

I. Whatcom County shall notify the U.S. Forest Service as soon as possible of all search and rescues occurring on NFS lands. Deputies assigned to this agreement can perform preliminary search and rescue duties, but Whatcom County shall furnish another Deputy for lengthy missions.

J. Patrols should be variable, and Deputies should plan routes making them more visible after sunset, especially during peak use months (generally May through September). Whatcom County may be asked to provide more Deputies for large law enforcement incidents (raves, parties, gatherings, etc.) as needed.

COOPERATIVE PATROL AREAS:

Patrol all roads in the Mt. Baker-Snoqualmie National Forest that are located within the boundaries of Whatcom County, Washington including:

1. Campgrounds, trailheads, developed recreation sites and dispersed areas.
2. Active logging and firewood cutting areas.
3. Unplanned seasonal special emphasis areas.

K. The U.S. Forest Service shall loan Whatcom County one portable radio and one mobile radio for communication purposes.

L. Whatcom County will be responsible for the installation and maintenance of radio equipment. In the event this agreement is cancelled, the radios will be returned to the U.S. Forest Service.

Total reimbursement for this category shall not exceed the amount of: $56,760.00
(Total reimbursement is in addition to any remaining prior year funding.)
III. SPECIAL ENFORCEMENT SITUATIONS:

A. Special Enforcement Situations include but are not limited to: Fire Emergencies, Drug Enforcement, and certain Group Gatherings.

B. Funds available for special enforcement situations vary greatly from year to year and must be specifically requested and approved prior to any reimbursement being authorized. Requests for funds should be made to the U.S. Forest Service designated representative listed in Item I-A of this Annual Operating Plan. The designated representative will then notify Whatcom County whether funds will be authorized for reimbursement. If funds are authorized, the parties will then jointly prepare a revised Annual Operating Plan.

1. Drug Enforcement: This will be handled on a case by case basis. The request will normally come from the patrol Captain; however, it may come from the Special Agent in Charge or their designated representative. Reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to the incident will coordinate all of their activities with the designated officer in charge of the incident.

2. Fire Emergency: During emergency fire suppression situations and upon request by the Forest Service pursuant to an incident resource order, Whatcom County agrees to provide special services beyond those provided under Section II-A, within Whatcom County’s resource capabilities, for the enforcement of State and local laws related to the protection of persons and their property. Whatcom County will be compensated at the rate specified in Section I-B; the Forest Service will specify times and schedules. Upon concurrence of the local patrol Captain or their designated representative, an official from the Incident Management Team managing the incident, Whatcom County personnel assigned to an incident where meals are provided will be entitled to such meals.

3. Group Gatherings: This includes but is not limited to situations which are normally unanticipated or which typically include very short notices, large group gatherings such as rock concerts, demonstrations, and organization rendezvous. Upon authorization by a Forest Service representative listed in Section I-A for requested services of this nature, reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to this type of incident will normally coordinate their activities with the designated officer in charge of the incident.

This includes but is not limited to situations which are normally unanticipated or which typically include very short notice, large group gatherings such as rock concerts, demonstrations, and organizational rendezvous.
IV. BILLING FREQUENCY:


A. Whatcom County will submit invoices for reimbursement of services provided under Section II of this agreement monthly or quarterly, at the discretion of the Whatcom County.

USDA Forest Service
Albuquerque Service Center
Payments-Grants and Agreements
101B Sun Ave NE
Albuquerque, NM 87109

Invoices may also be faxed to:
1-877-687-4894
FAX coversheet should be addressed to:
USDA Forest Service
ASC – Payments-Grants and Agreements

Whatcom County will prepare an itemized statement for each invoice submitted to the Albuquerque Service Center. The statement will be in sufficient detail to allow the U.S. Forest Service to verify expenditures authorized under Section II. The itemized statement for reimbursement will also include the following information:

1. Areas patrolled and miles traveled on NFS lands.
2. Person-hours worked in NFS patrol areas.
3. Copies of completed Daily Activity Reports.

The statement should be sent to the following address:

USDA Forest Service, Law Enforcement & Investigations
Northwest Washington Zone
ATTN: Patrol Captain James V. Griffin
2930 Wetmore Avenue, Suite 3A
Everett, WA 98201

B. For reimbursement of services provided under Sections III-B-1 and III-B-3 of this agreement, billing instructions will be specified in the revised Operating Plan.

C. For reimbursement of services provided under Section III-B-2 of this agreement, the following billing procedure will be used.

Incident management personnel will prepare an Emergency Use Invoice and, upon concurrence of Whatcom County, will submit the invoice for payment along with all required documentation using normal incident business procedures.
The designated representative, IMT official, or a designated forest incident business official, will approve the invoice and submit to the Albuquerque Service Center, Incident Finance, for payment along with a copy of the current Operating Plan.

D. Whatcom County will be listed and maintain currency in the Central Contractor Registration database accessible through the internet at http://www.ccr.gov. Whatcom County will notify the U.S. Forest Service of any changes of their applicable account numbers or banking information to help ensure prompt payment.

E. The following is a breakdown of the total estimated costs associated with this Annual Operating Plan.

<table>
<thead>
<tr>
<th>Category</th>
<th>Estimated Costs</th>
<th>Not to Exceed by %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Patrol Activities</td>
<td>$56,760.00</td>
<td>N/A</td>
</tr>
<tr>
<td>Training</td>
<td>$0.00</td>
<td>N/A</td>
</tr>
<tr>
<td>Equipment</td>
<td>$0.00</td>
<td>N/A</td>
</tr>
<tr>
<td>Special Enforcement Situations</td>
<td>$0.00</td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$56,760.00</strong></td>
<td><strong>N/A</strong></td>
</tr>
</tbody>
</table>

F. Any remaining funding in this Annual Operating Plan may be carried forward to the next fiscal year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or deobligated at the request of the U.S. Forest Service.
**WHATCOM COUNTY COUNCIL AGENDA BILL**

<table>
<thead>
<tr>
<th>CLEARANCES</th>
<th>Initial</th>
<th>Date</th>
<th>Date Received in Council Office</th>
<th>Agenda Date</th>
<th>Assigned to:</th>
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</thead>
<tbody>
<tr>
<td>Originator:</td>
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<tr>
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<td>Dept. Head:</td>
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<td>Purchasing/Budget:</td>
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<tr>
<td>Executive:</td>
<td></td>
<td>3/3/14</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TITLE OF DOCUMENT:** Approval to Purchase Asphaltic Emulsions (Road Oil)

**ATTACHMENTS:** Memos from Finance and Public Works

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

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

Public Works is requesting approval to award bid 14-19, and approval for the Executive to enter into a contract for the supply of asphaltic emulsions (road oil) used by Maintenance and Operations for the chip sealing program. Two bids were received and the recommendation is for award to the low bidder, McAsphalt Industries, Ltd. This is a regularly budgeted item and estimated expenditures will be $1,400,000.00.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

**Related County Contract #:**

**Related File Numbers:**

**Ordinance or Resolution Number:**

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

TO: Brad Bennett, AS Finance Manager
THROUGH: Frank M. Abart, PW Director
FROM: Eric L. Schlehuber, PW Equipment Services Manager
Jeff Gollen, PW Maintenance & Operations Superintendent

RE: Bid #14-19, Supply of Asphaltic Emulsions (Road Oil)

DATE: April 8, 2014

Requested Action
I am requesting Executive and Council approval to award the bid and subsequent contract for the supply of asphaltic emulsions (road oil) to McAsphalt Industries Ltd. of Langley, BC in the total amount of $1,400,000.

Background and Purpose
Bids were duly advertised and submitted for the supply of asphaltic emulsions (road oil). The Public Works Maintenance and Operations Division will use the asphaltic emulsions during the annual chip sealing program of 2014. Two bid responses were received Tuesday, March 18, 2014. Factoring in delivery costs and specific locations for chip sealing work for 2014, McAsphalt Industries Ltd. is the overall lowest responsive bidder for CRS-2 and CRS-2P.

<table>
<thead>
<tr>
<th>MATERIAL</th>
<th>CRS-2 (PER TON)</th>
<th>DELIVERY COSTS (PER TON)</th>
<th>CRS-2P (PER TON)</th>
<th>DELIVERY COSTS (PER TON)</th>
</tr>
</thead>
<tbody>
<tr>
<td>McAsphalt Industries, Ltd.</td>
<td>$ 473.00</td>
<td>$ 55.00</td>
<td>$ 513.00</td>
<td>$ 55.00</td>
</tr>
</tbody>
</table>

Funding Amount and Source
These are regularly budgeted expenditures for material, which is used on an annual basis as needed and has been budgeted during the 2013-2014 Budget process.

<table>
<thead>
<tr>
<th>YEAR</th>
<th>2009</th>
<th>2010</th>
<th>2011</th>
<th>2012</th>
<th>2013</th>
</tr>
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<tr>
<td>ANNUAL COST</td>
<td>$ 469,935</td>
<td>$ 574,666</td>
<td>$ 632,585</td>
<td>$ 951,942</td>
<td>$ 1,061,465</td>
</tr>
</tbody>
</table>

Based on prior and estimated usage it is anticipated total expenditures will be approximately $1,400,000.00 and therefore requires Whatcom County Council approval. This amount also allows for additional work requests for chip sealing from other local governments on a reimbursable basis.

Please approve this purchase and forward to the Executive and the Whatcom County Council for approval at the April 8, 2014 Whatcom County Council Meeting. Please contact Eric L. Schlehuber at extension 50607 or Jeff Gollen at extension 50660, if you have any questions or concerns.
DATE: March 27, 2014

TO: Jack Louws, County Executive

FROM: Brad Bennett, AS Finance Manager

SUBJECT: Award of Bid 14-19, Supply of Asphaltic Emulsions (Road Oil)

- **Background & Purpose**

  Bids were duly advertised for the supply of road oil used by Public Works Maintenance & Operations for the chip sealing program, as well as for additional work requests for chip sealing from other local governments on a reimbursable basis. Two bids were received on Tuesday, March 18, 2014, and are noted below.

<table>
<thead>
<tr>
<th>BIDDER</th>
<th>Emulsion Type</th>
<th>Price Per US Ton F.O.B. Plant (US Dollars)</th>
<th>Transportation Costs Price per US Ton (US Dollars)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Paramount Petroleum Corp</td>
<td>CRS-2</td>
<td>No Bid</td>
<td>No Bid</td>
</tr>
<tr>
<td></td>
<td>CRS-2P</td>
<td>525.00</td>
<td>60.00</td>
</tr>
<tr>
<td>McAsphalt Industries Ltd</td>
<td>CRS-2</td>
<td>473.00</td>
<td>55.00</td>
</tr>
<tr>
<td></td>
<td>CRS-2P</td>
<td>513.00</td>
<td>55.00</td>
</tr>
</tbody>
</table>

Public Works is requesting approval to award the bid and subsequent contract with the lowest responsive and responsible bidder, McAsphalt Industries, Ltd. Product is used on an as-needed basis. Public Works is requesting approval for expenditures not to exceed $1,400,000.00.

- **Funding**

  Asphaltic emulsions (road oil) are used in the road chip sealing program. Funds for this purchase are included in the Road Maintenance & Operations budget. I concur with this recommendation.

  

  AS Finance Manager

Approved as recommended:

  County Executive

  Date of Council Action
**WHATCOM COUNTY COUNCIL AGENDA BILL**

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<tr>
<th>CLEARANCES</th>
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<td>Executive:</td>
<td></td>
<td>3/3/14</td>
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</tbody>
</table>

**TITLE OF DOCUMENT:** Approval to Purchase Waterborne Traffic Line Paint

**ATTACHMENTS:** Memos from Finance and Public Works

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

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

Public Works is requesting approval to purchase Waterborne Traffic Line Paint for 2014 using an interlocal agreement with Lewis County. The vendor is Sherwin Williams, Inc. Paint is purchased on an as needed basis and the total expenditure for traffic line paint could be up to $500,000.00. This is a regularly budgeted expenditure.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

**Related County Contract #:**

**Related File Numbers:**

**Ordinance or Resolution Number:**

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

TO: Brad Bennett, AS Finance Manager

THROUGH: Frank M. Abart, PW Director

FROM: Eric L. Schlehuber, PW Equipment Services Manager
Jeff Gollen, PW Maintenance & Operations Superintendent

RE: Interlocal Agreement with Lewis County – Contract 200605021
Waterborne Traffic Line Paint

DATE: March 19, 2014

Requested Action
I am requesting Executive and Council approval to purchase the following material as needed during 2014 through December 31, 2014 from Sherwin Williams, Inc. in the amount of $500,000, through an existing Interlocal Agreement between Whatcom County and Lewis County (Resolution 11-104). This purchase is permitted pursuant to the Washington State Interlocal Cooperative Act, RCW Chapter 39.34.

Due to potential supplier issues we had in 2010 and 2011, we are requesting multiple vendor sources for waterborne traffic line paint. Combined, purchased from Alpine Products, Inc. (Washington State Bid Procurement List), Sherwin Williams, Inc. (Lewis County bid through Interlocal Agreement), and Ennis Paint, Inc. (Pierce County bid through Interlocal Agreement) are anticipated to be approximately $500,000.

Background and Purpose
The Maintenance & Operations Division of the Public Works Department uses these materials regularly as part of the road maintenance program. This agreement is for the purpose of providing waterborne traffic marking line paint throughout the year to be used on county road maintenance and road projects as needed.

Funding Amount and Source
These are regularly budgeted expenditures for material, which is used on an annual basis as needed and has been budgeted during the 2013-2014 Budget process. Combined vendor expenditures for 2013 year-to-date were $295,391.28.

Recommended Action
Please approve this purchase and forward to the Executive and the Whatcom County Council for approval at the April 8, 2014 Whatcom County Council Meeting. Please contact Jeff Gollen at extension 50660 or Eric L. Schlehuber at extension 50607, if you have any questions or concerns.

Encl.
DATE: March 25, 2014

TO: Jack Louws, County Executive

FROM: Brad Bennett, AS Finance Manager

SUBJECT: Approval to Purchase Waterborne Traffic Line Paint

• Background & Purpose

Public Works is requesting approval to use Lewis County’s bid in order to have an additional vendor for the purchase their 2014 annual supply of waterborne traffic line paint. Whatcom County has an Interlocal agreement with Lewis County that allows us to use their bids. The vendor is Sherwin Williams, Inc.

Traffic paint is purchased on an as needed basis. Due to nationwide shortages, Public Works is requesting Whatcom County approve multiple suppliers of traffic paint. Purchases will be made based on price and product availability. Total expenditures for traffic paint could reach $500,000.

• Funding

This is a regularly budgeted item and funds exist in the current budget. I concur with this recommendation.

Approved as recommended:

[Signature]

AS Finance Manager

County Executive

Date of Council Action
**TITLE OF DOCUMENT:**
Interim Ordinance allowing marijuana production, processing and retailing as authorized by Washington State Initiative 502 and medical marijuana facilities as authorized under Chapter 69.51A RCW, replacing the Interim Ordinance 2014-018 adopted March 25, 2014.

**ATTACHMENTS:**
1. Cover Memorandum
2. Interim Ordinance
3. Related Article

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

Interim Ordinance allowing marijuana production, processing and retailing as authorized by Washington State Initiative 502 and medical marijuana facilities as authorized under Chapter 69.51A RCW, replacing the Interim Ordinance 2014-018 adopted March 25, 2014.
To: Jack Louws, The Honorable Whatcom County Executive
   The Honorable Whatcom County Council

Through: Tyler Schroeder, Planning Division Manager

From: Nick Smith, Planner

Date: March 28, 2014

RE: Proposed Interim Ordinance – Recreational and Medical Marijuana Zoning Regulations

Background:

On March 25, 2014, the Whatcom County Council passed Ordinance 2014-018, allowing on an interim basis marijuana production, processing, and retailing as authorized by Washington State Initiative 502 and medical marijuana facilities as authorized under Chapter 69.51A RCW. However, following the public hearing for Ord. 2014-018, Council requested that staff bring forth revised regulations in the form of a new interim ordinance for discussion at the April 8, 2014 Planning and Development Committee meeting.

Summary:

The following is a brief summary of those proposed changes:

- Eliminate the density restriction (i.e. the requirement of no more than eight (8) residences within 1,000 feet of a proposed marijuana facility) in all applicable zone districts.
- Eliminate the community center and residential setback/spacing requirements in the commercial zone districts for retail marijuana.
- Reduce the 1,000 foot setback from community centers to 300 feet in all applicable zone districts.
- Add a 2,000 square foot building size limit in the Rural Residential, Rural Residential Island and Rural zone districts (in Rural, size limits would only apply to parcels of 4.5 acres or smaller) unless the use is located in an existing building, which in that case the building shall not exceed 10,000 square feet.
- Add odor and lighting control measures to all zone districts which currently do not have such standards.
• Require an administrative use permit in addition to a sign notarized document from neighboring property owners if the applicant of a proposed marijuana related use requests to waive the 300 foot separation requirement from a residence not located on the same property.

• Change "residences" to "residential units." Residence is not currently defined in Whatcom County Code, but "residential units" is. According to WCC 20.97.346, a ""Residential unit" means a family dwelling unit intended for long-term human habitation and occupancy by a resident family."

**Alternatives & Discussion:**

• Alternatively, the 300 foot setback/spacing requirement from residences not located on the same property could be reduced to 150 feet in all applicable zone districts. The proposed reduction would be consistent with WCC 20.80.255 (2), which states "new farm uses such as barns, pens, milking sheds, or areas used to contain, house or feed animals or store manure or feed shall be situated at least 150 feet from existing residences not located on the same property."

• Alternatively, marijuana production and processing could be prohibited in the Rural Residential and Rural Residential Island zone districts as opposed to building size limitations.

Please feel free to contact me if you have any questions or discussion items regarding this matter.

Thank you.
ORDINANCE NO. 2014-

INTERIM ORDINANCE ALLOWING MARIJUANA PRODUCTION, PROCESSING AND RETAILING AS AUTHORIZED BY WASHINGTON STATE INITIATIVE 502 AND MEDICAL MARIJUANA FACILITIES AS AUTHORIZED UNDER CHAPTER 69.51A RCW

WHEREAS, on November 6, 2012, Initiative 502 was passed by the voters of the State of Washington, thereby amending Chapter 69.50 RCW and providing the regulatory framework for marijuana producers, processors, and retailers to become licensed by the Washington State Liquor Control Board ("WSLCB"); and

WHEREAS, on November 16, 2013, the WSLCB adopted final marijuana licensing rules as codified in Chapter 314-55 WAC; and

WHEREAS, during the period between November 18, 2013 and December 20, 2013, the WSLCB accepted marijuana license applications for marijuana production, processing and retail facilities; and

WHEREAS, Whatcom County began receiving notifications of proposed marijuana facilities from the WSLCB in mid-December, 2013; and

WHEREAS, the WSLCB anticipates issuing marijuana producer, processor, and retail licenses to qualified applicants starting in late February or March, 2014; and

WHEREAS, in 2011, the Washington State Legislature passed ESSSB 5073, codified in Chapter 69.51A RCW, which provides that qualifying patients or their designated care providers may create and participate in collective gardens to produce, process, transport, and deliver marijuana for medical use; and

WHEREAS, marijuana facilities, whether under Chapter 69.51A RCW or Initiative 502, are currently not specifically addressed in Whatcom County Code; and

WHEREAS, on September 28, 2013, Whatcom County Planning and Development Services adopted Zoning Interpretation Policy: PL1-73-003Z which determined that marijuana proposed uses, as allowed by Initiative 502, would be regulated in the same way as proposed uses related to any other commodity that is grown, processed, or sold in Whatcom County; and
WHEREAS, on January 16, 2014, the Washington State Attorney General issued an opinion stating that Initiative 502 does not preempt counties from banning or placing additional regulatory requirements on marijuana related businesses within their jurisdictions; and

WHEREAS, on February 11, 2014, the Whatcom County Council adopted Ordinance 2014-011, an emergency ordinance imposing a moratorium on the acceptance of all building and/or land use applications that pertain to marijuana producers, processors, retailers, and collective gardens; and

WHEREAS, on March 25, 2014, the Whatcom County Council adopted Ordinance 2014-018, an interim ordinance removing the moratorium and enacting interim regulations pertaining to marijuana producers, processors, retailers, and collective gardens; and

WHEREAS, Whatcom County intends to consider the adoption of permanent regulatory requirements specifically for marijuana related businesses; and

WHEREAS, while the permanent ordinance is being processed, the County Council is adopting this interim ordinance regulating marijuana related businesses and, in support of this interim ordinance, the Council makes the following findings as required by RCW 36.70.795:

1. Marijuana related operations are vulnerable to robbery and crimes of violence, as evidenced by the actual robberies and violence that have occurred at state legal marijuana medical sites within Whatcom County and elsewhere. The current requirements for locating a proposed marijuana facility do not specifically address the potential risks that these operations pose for surrounding residences, including those residences within isolated communities with limited police protection; and

2. The adoption of this interim ordinance would provide protection to communities and residential uses surrounding marijuana related businesses, as well as provide WSLCB applicants the opportunity to apply for building and/or land use permits; and

3. It is necessary to have this interim ordinance in place in order to prevent future applications for marijuana producers, processors, retailers and collective gardens from vesting under current law and thus subverting the purpose of additional regulations to protect the public.

WHEREAS, in accordance with RCW 36.70A.106 Whatcom County Planning and Development Services notified the Department of Commerce of the proposed interim zoning amendment; and
WHEREAS, this ordinance shall be effective for not longer than six months following its effective date, but may be renewed for one or more six month periods if subsequent public hearings are held and findings of fact are made prior to each renewal.

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that the Whatcom County Zoning Code is hereby amended, on an interim basis, as shown in Exhibit A.

BE IT FURTHER ORDAINED that this ordinance shall be effective for not longer than six months following its effective date.

BE IT FINALLY ORDAINED that if any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid or unconstitutional; such decision shall not affect the validity of the remaining portions of this ordinance. The Council hereby declares that it would have passed this code and each section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases has been declared invalid or unconstitutional, then the original ordinance or ordinances shall be in full force and effect.

ADOPTED this ___ day of ________________, 2014.

ATTEST:

Dana Brown-Davis, County Clerk

APPROVED AS TO FORM:

Carl Weimer, Council Chair

( ) Approved ( ) Denied

Jack Louws, County Executive
Date: ____________________
EXHIBIT A

Chapter 20.32 Rural Residential (RR) District

20.32.050 Permitted uses.

.058 Marijuana production, provided the following criteria are met:

(1) The facility shall not be located within 300 feet of a community center.
(2) The facility shall not be located within 300 feet of any existing residential unit not located on the same parcel as the facility. The zoning administrator may waive this spacing requirement from residential units if the owners of all existing residential units within 300 feet provide a notarized written agreement consenting to the facility, and the waiver is approved through an administrative approval process per WCC 20.84.235.
(3) The facility shall not exceed a total of 2,000 square feet, except where the facility is contained within a building that existed on the effective date of this ordinance, in which case the facility shall not exceed a total of 10,000 square feet.
(4) No odor or smoke shall be emitted that is detectable at or beyond the walls of the facility, in such a concentration or of such duration as to cause a public nuisance, or threaten health or safety, or to unreasonably infringe upon the use and enjoyment of neighboring uses.
(5) Any lights used to illuminate the facility shall be so arranged as to direct the light away from the adjoining property and the public road.

.059 Marijuana collective garden, provided the following criteria are met:

(1) The facility shall not be located within 300 feet of a community center.
(2) The facility shall not be located within 300 feet of any existing residential unit not located on the same parcel as the facility. The zoning administrator may waive this spacing requirement from residential units if the owners of all existing residential units within 300 feet provide a notarized written agreement consenting to the facility, and the waiver is approved through an administrative approval process per WCC 20.84.235.
(3) Any lights used to illuminate the facility shall be so arranged as to direct the light away from the adjoining property and the public road.

20.32.130 Administrative approval uses.

.136 The processing of marijuana, provided the following criteria are met:

(1) The facility is accessory to the on-site production of marijuana.
(2) The facility shall not be located within 300 feet of a community center.
(3) The facility shall not be located within 300 feet of any existing residential unit not located on the same parcel as the facility. The zoning administrator may waive this spacing requirement if the owners of all existing residential units within 300 feet provide a notarized written agreement consenting to the facility.
(4) The facility employs no more than 10 permanent employees.
(5) The total area used for marijuana processing and production shall not exceed 2,000 square feet, except where the facility is contained within a building that existed on the effective date of this ordinance, in which case the total area used for marijuana processing and production shall not exceed a total of 10,000 square feet.

Chapter 20.34 Rural Residential - Island (RRI) District

20.34.050 Permitted uses.

.050 Marijuana production, provided the following criteria are met:

(6) The facility shall not be located within 300 feet of a community center.
(7) The facility shall not be located within 300 feet of any existing residential unit not located on the same parcel as the facility. The zoning administrator may waive this spacing requirement from residential units if the owners of all existing residential units within 300 feet provide a notarized written agreement consenting to the facility, and the waiver is approved through an administrative approval process per WCC 20.84.235.
(8) The facility shall not exceed a total of 2,000 square feet, except where the facility is contained within a building that existed on the effective date of this ordinance, in which case the facility shall not exceed a total of 10,000 square feet.
(9) No odor or smoke shall be emitted that is detectable at or beyond the walls of the facility, in such a concentration or of such duration as to cause a public nuisance, or threaten health or safety, or to unreasonably infringe upon the use and enjoyment of neighboring uses.
(10) Any lights used to illuminate the facility shall be so arranged as to direct the light away from the adjoining property and the public road.

.060 Marijuana collective garden, provided the following criteria are met:

(1) The facility shall not be located within 300 feet of a community center.
(2) The facility shall not be located within 300 feet of any existing residential unit not located on the same parcel as the facility. The zoning administrator may waive this spacing requirement from residential units if the owners of all existing...
residential units within 300 feet provide a notarized written agreement consenting to the facility, and the waiver is approved through an administrative approval process per WCC 20.84.235.

(3) Any lights used to illuminate the facility shall be so arranged as to direct the light away from the adjoining property and the public road.

20.34.130 Administrative approval uses.

.136 The processing of marijuana, provided the following criteria are met:

(1) The facility is accessory to the on-site production of marijuana.
(2) The facility shall not be located within 300 feet of a community center.
(3) The facility shall not be located within 300 feet of any existing residential unit not located on the same parcel as the facility. The zoning administrator may waive this spacing requirement if the owners of all existing residential units within 300 feet provide a notarized written agreement consenting to the facility.
(4) The facility employs no more than 10 permanent employees.
(5) The total area used for marijuana processing and production shall not exceed 2,000 square feet, except where the facility is contained within a building that existed on the effective date of this ordinance, in which case the total area used for marijuana processing and production shall not exceed a total of 10,000 square feet.

Chapter 20.36 Rural (R) District

20.36.050 Permitted uses.

.062 Marijuana production, provided the following criteria are met:

(1) The facility shall not be located within 300 feet of a community center.
(2) The facility shall not be located within 300 feet of any existing residential unit not located on the same parcel as the facility. The zoning administrator may waive this spacing requirement from residential units if the owners of all existing residential units within 300 feet provide a notarized written agreement consenting to the facility, and the waiver is approved through an administrative approval process per WCC 20.84.235.
(3) On parcels smaller than 4.5 acres the facility shall not exceed a total of 2,000 square feet, except where the facility is contained within a building that existed
on the effective date of this ordinance, in which case the facility shall not exceed a total of 10,000 square feet.

(4) No odor or smoke shall be emitted that is detectable at or beyond the walls of the facility, in such a concentration or of such duration as to cause a public nuisance, or threaten health or safety, or to unreasonably infringe upon the use and enjoyment of neighboring uses.

(5) Any lights used to illuminate the facility shall be so arranged as to direct the light away from the adjoining property and the public road.

.063 Marijuana collective garden, provided the following criteria are met:

(1) The facility shall not be located within 300 feet of a community center.

(2) The facility shall not be located within 300 feet of any existing residential unit not located on the same parcel as the facility. The zoning administrator may waive this spacing requirement from residential units if the owners of all existing residential units within 300 feet provide a notarized written agreement consenting to the facility, and the waiver is approved through an administrative approval process per WCC 20.84.235.

(3) Any lights used to illuminate the facility shall be so arranged as to direct the light away from the adjoining property and the public road.

20.36.130 Administrative approval uses.

.137 The processing of marijuana, provided the following criteria are met:

(1) The facility is accessory to the on-site production of marijuana.

(2) The facility shall not be located within 300 feet of a community center.

(3) The facility shall not be located within 300 feet of any existing residential unit not located on the same parcel as the facility. The zoning administrator may waive this spacing requirement if the owners of all existing residential units within 300 feet provide a notarized written agreement consenting to the facility.

(4) The facility employs no more than 10 permanent employees.

(5) The total area used for marijuana processing and production shall not exceed 2,000 square feet, except where the facility is contained within a building that existed on the effective date of this ordinance, in which case the total area used for marijuana processing and production shall not exceed a total of 10,000 square feet.
Chapter 20.40 Agriculture (AG) District

20.40.050 Permitted uses.

.059 Marijuana production, provided the following criteria are met:

1. The facility shall not be located within 300 feet of any existing residential unit not located on the same parcel as the facility. The zoning administrator may waive this spacing requirement from residential units if the owners of all existing residential units within 300 feet provide a notarized written agreement consenting to the facility, and the waiver is approved through an administrative approval process per WCC 20.84.235.

2. No odor or smoke shall be emitted that is detectable at or beyond the walls of the facility, in such a concentration or of such duration as to cause a public nuisance, or threaten health or safety, or to unreasonably infringe upon the use and enjoyment of neighboring uses.

3. Any lights used to illuminate the facility shall be so arranged as to direct the light away from the adjoining property and the public road.

.060 Marijuana collective garden, provided the following criteria are met:

1. The facility shall not be located within 300 feet of any existing residential unit not located on the same parcel as the facility. The zoning administrator may waive this spacing requirement from residential units if the owners of all existing residential units within 300 feet provide a notarized written agreement consenting to the facility, and the waiver is approved through an administrative approval process per WCC 20.84.235.

2. Any lights used to illuminate the facility shall be so arranged as to direct the light away from the adjoining property and the public road.

20.40.100 Accessory uses.

.115 The processing of marijuana, provided the following criteria are met:

1. The facility is accessory to the on-site production of marijuana.

2. The facility shall not be located within 300 feet of any existing residential unit not located on the same parcel as the facility. The zoning administrator may waive this spacing requirement if the owners of all existing residential units within 300 feet provide a notarized written agreement consenting to the facility, and the waiver is approved through an administrative approval process per WCC 20.84.235.

3. The facility employs no more than 20 permanent employees.
(4) No odor or smoke shall be emitted that is detectable at or beyond the walls of the facility, in such a concentration or of such duration as to cause a public nuisance, or threaten health or safety, or to unreasonably infringe upon the use and enjoyment of neighboring uses.

(5) Any lights used to illuminate the facility shall be so arranged as to direct the light away from the adjoining property and the public road.

Chapter 20.42 Rural Forestry (RF) District

20.42.050 Permitted uses.

.070 Marijuana production, provided the following criteria are met:

(1) The facility shall not be located within 300 feet of any existing residential unit not located on the same parcel as the facility. The zoning administrator may waive this spacing requirement from residential units if the owners of all existing residential units within 300 feet provide a notarized written agreement consenting to the facility, and the waiver is approved through an administrative approval process per WCC 20.84.235.

(2) No odor or smoke shall be emitted that is detectable at or beyond the walls of the facility, in such a concentration or of such duration as to cause a public nuisance, or threaten health or safety, or to unreasonably infringe upon the use and enjoyment of neighboring uses.

(3) Any lights used to illuminate the facility shall be so arranged as to direct the light away from the adjoining property and the public road.

.071 Marijuana collective garden, provided the following criteria are met:

(1) The facility shall not be located within 300 feet of any existing residential unit not located on the same parcel as the facility. The zoning administrator may waive this spacing requirement from residential units if the owners of all existing residential units within 300 feet provide a notarized written agreement consenting to the facility, and the waiver is approved through an administrative approval process per WCC 20.84.235.

(2) Any lights used to illuminate the facility shall be so arranged as to direct the light away from the adjoining property and the public road.

20.42.100 Accessory uses.
.106 The processing of marijuana, provided the following criteria are met:

1. The facility is accessory to the on-site production of marijuana.
2. The facility shall not be located within 300 feet of any existing residential unit not located on the same parcel as the facility. The zoning administrator may waive this spacing requirement if the owners of all existing residential units within 300 feet provide a notarized written agreement consenting to the facility, and the waiver is approved through an administrative approval process per WCC 20.84.235.
3. The facility employs no more than 20 permanent employees.
4. No odor or smoke shall be emitted that is detectable at or beyond the walls of the facility, in such a concentration or of such duration as to cause a public nuisance, or threaten health or safety, or to unreasonably infringe upon the use and enjoyment of neighboring uses.
5. Any lights used to illuminate the facility shall be so arranged as to direct the light away from the adjoining property and the public road.

Chapter 20.51 Lake Whatcom Watershed Overlay District

20.51.200 Prohibited uses.

In addition to the uses prohibited in the underlying zone districts, the following uses are prohibited, except as per Chapter 20.83 WCC:

.102 Marijuana production, processing, or collective gardens.

Chapter 20.59 Rural General Commercial (RGC) District

20.59.050 Permitted uses.

.051 Retail and office type uses.
(4) Retail establishments including but not limited to grocery, liquor, drug, sundries, variety, building supplies, clothing, florist, nurseries, optical, sporting goods, appliance, music, pet stores and marijuana retail.

Chapter 20.60 Neighborhood Commercial Center (NC) District

20.60.050 Permitted uses.

.051 Retail and office type uses.

(7) Marijuana retail.

(8) Other convenience retail shops not greater than 2,500 square feet per shop.

(9) Professional offices not greater than 2,500 square feet per business.

Chapter 20.61 Small Town Commercial (STC) District

20.61.050 Permitted uses.

.051 Retail and office type uses.

(4) Retail establishments with less than 2,500 square feet of retail floor area per establishment, including but not limited to liquor, drug, sundries, variety, clothing, florist, optical, sporting goods, appliance, craft, music, pet stores and marijuana retail.

Chapter 20.62 General Commercial (GC) District

20.62.050 Permitted uses.
.059 Retail establishments including but not limited to grocery, liquor, drug, sundries, variety, building supplies, clothing, florist, nurseries, optical, sporting goods, appliance, music, pet stores and marijuana retail.

Chapter 20.64 Resort Commercial (RC) District

20.62.050 Permitted uses.

.059 Retail establishments including but not limited to grocery, liquor, drug, sundries, variety, building supplies, clothing, florist, nurseries, optical, sporting goods, appliance, music, pet stores and marijuana retail.

Chapter 20.66 Light Impact Industrial (LII) District

20.66.050 Permitted uses.

.087 Marijuana production, processing or collective garden.

20.66.700 Performance standards.

.709 Marijuana Odor

Within an industrial park no odor or smoke shall be emitted that is detectable at or beyond the walls of the building where said use is located, in such a concentration or of such duration as to cause a public nuisance, or threaten health or safety, or to unreasonably infringe upon the use and enjoyment of other users within the park.
Chapter 20.68 Heavy Impact Industrial (HII) District

20.68.050 Permitted uses.

.066 Marijuana production, processing or collective garden.

Chapter 20.69 Rural Industrial Manufacturing (RIM) District

20.69.050 Permitted uses.

.053 Agriculture type uses.

Uses related to agriculture including, but not limited to:

(10) Marijuana production or collective gardens.

(11) Processing of marijuana; provided that at least 50 percent of the marijuana processed is produced in Whatcom County.

20.69.700 Performance standards.

.708 Marijuana Odor

Within an industrial park no odor or smoke shall be emitted that is detectable, at or beyond the walls of the building where said use is located, in such a concentration or of such duration as to cause a public nuisance, or threaten health or safety, or to unreasonably infringe upon the use and enjoyment of other users within the industrial park.

Chapter 20.71 Water Resource Protection Overlay District
20.71.200 Prohibited uses.

In addition to the uses prohibited in the underlying zone districts, the following uses are prohibited, except as per Chapter 20.83 WCC:

.222 Marijuana production.

Chapter 20.80 Supplementary Requirements

20.80.690 Marijuana State License Required.

Prior to commencing operations, a marijuana producer, processor, or retailer shall obtain approval as a state-licensed marijuana producer, processor, or retailer under Chapter 69.50 RCW, as amended, and Chapter 314-55 WAC, as amended.

20.80.695 Application for County Development Permits - Timing.

Applicants for marijuana production, processing, or retailing may apply for county development permits at any time. Applicants who wish to apply for county permits, or commence construction of facilities for producing, processing, or retailing of marijuana under chapter 69.50 RCW, prior to obtaining approval as a state-licensed marijuana producer, processor or retailer do so at their own risk. Final occupancy of the building will not be granted until a state liquor control board license has been approved.

20.97 Definitions.

20.97.225 Marijuana, marihuana or cannabis.

"Marijuana," "marihuana" or "cannabis" means all parts of the plant cannabis, whether growing or not, with a THC concentration greater than 0.3 percent on a dry weight basis; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin. The term does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination.

20.97.226 Marijuana collective garden or medical cannabis garden.
"Marijuana collective garden" or "medical cannabis garden" means any building, area or garden where qualifying patients share responsibility for the purpose of producing, processing, transporting, and delivering cannabis for medical use such as, for example, a location for a collective garden; equipment, supplies and labor necessary to plant, grow, and harvest cannabis; cannabis plants, seeds and cuttings; and equipment, supplies, and labor necessary for proper construction, plumbing, wiring and ventilation of a garden of cannabis plants as authorized under 69.51A RCW.

20.97.227 Marijuana processing.

"Marijuana processing" means a facility licensed by the state liquor control board to process marijuana into useable marijuana and marijuana-infused products, package and label useable marijuana and marijuana-infused products for sale in retail outlets, and sell useable marijuana and marijuana-infused products at wholesale to marijuana retailers. A marijuana processing facility shall include any building that is associated with the processing of marijuana.

20.97.228 Marijuana production.

"Marijuana production" means a facility licensed by the state liquor control board to produce and sell marijuana at wholesale to marijuana processors. The area of a marijuana production facility includes all the area enclosed within a building or fence that is required by the state liquor control board for the production of marijuana.

20.97.229 Marijuana retail.

"Marijuana retail" means a facility licensed by the state liquor control board to sell useable marijuana and marijuana-infused products in a retail outlet. A marijuana retail facility shall include any building that is associated with the sale of marijuana.

20.97.230 Marina.

20.97.231 May.
One thief, posing as a delivery man, pulled a can of bear mace on employees and ransacked their marijuana shop, fleeing in a defensive cloud of “ultra-pepper” spray. Another opened the wall of a dispensary with an ax and attacked the store’s safe with a circular saw. Still another stuck to the basics. He kicked in the front door and pointed his gun at the counterman. An accomplice kicked in
the back door and filled a duffel bag with more than $10,000 worth of high-quality cannabis.

For weeks now, the Mile High state has allowed the sale of recreational pot to adults, and so far the Rockies still stand. But crimes like the ones above, all of which occurred in Colorado in the last six months, have produced an acid-drip of anxiety in the industry, highlighting the dangers faced by those hoping to drag America’s most popular illegal drug into the light. Because marijuana remains banned by Congress, banks and security firms deny services to most dispensaries. That leaves them cash-based and vulnerable, a magnet for criminals who like the idea of unguarded counting rooms and shelves lined with lucrative horticulture.

Customers wait in line at the Dank Colorado Dispensary to purchase recreational marijuana in Denver.

“Everyone in the industry is having nightmares,” says Michael Elliott, executive director of the Marijuana Industry Group, a powerful young lobby in Colorado. “You hit a 7-Eleven, you’ll get 20 bucks. You hit a dispensary, you’ll get $300,000 on a good day,” adds Mitch Morrissey, District Attorney for Denver. “It’s only a matter of time before someone gets shot.”
Since 2010, the new pot barons have been required to install alarms and surveillance cameras, and most secure all cash and retail pot in a floor-bolted safe overnight. That helps limit losses, but the thieves keep coming. They throw bricks through windows, and tunnel under floors. One team tore away the locks on a grow house with a set of chains and a Subaru Outback. Another crashed an Audi through a warehouse door.

At first, most of the heists were softened by a kind of likable idiocy. Owners joked about the hapless fellow who zip-lined through an opening in a greenhouse roof, then lacked the oomph to climb his way out. Or the thief who kicked into an apartment above a pot shop, only to be chased off by the apartment’s surprised owner, a member of the Denver Nuggets. Or the team that crowbarred into a dispensary in 2012, leaving with a broken scale and $8 from a “karma jar” on the counter.

More recently, however, the crimes have sent a forked bolt of fear through the industry. Last summer, for example, a trio of gunmen “demanded Weed” from the workers at a dispensary called 420 Wellness, according to documents provided by the district attorney’s office. As two of the gunmen filled “several trash bags” with award-winning marijuana, the third leapt over the counter and took a female employee by the elbow, leading her around the shop as a human insurance policy. Police caught up with that squad soon after they fled the scene, charging the ringleader with aggravated robbery and kidnapping.

But over the next six weeks, a different team of burglars hit at least eight dispensaries, and a third team is still on the loose after a stick-up at New Age Wellness in nearby Boulder County. Moments after closing time, two men dressed in baby-blue ski-masks burst in, pointed guns, and cleaned out the little mountain depot. “It’s an epidemic,” says one of the employees, who declined to give his name for safety reasons. “Everything is a lot tighter now. It isn’t so homey anymore.”
“It’s like they think: ‘If we can precipitate some sort of public safety issue, maybe we can stop it.’”

To judge by the data, it’s not so homey anywhere in the region’s marijuana market, where attempted theft has gone from a concern to a near-certainty. In 2009, the Denver Police Department estimated that about 17 percent of marijuana retail shops had been robbed or burglarized in the last year. That was good news: a bit less than liquor stores (20 percent) and banks (34 percent), and on par with pharmacies.

Today, however, a darker picture has emerged. There are about 325 marijuana companies in Denver, based on an analysis of licensing data done for NBC News by Marijuana Business Daily, a leading trade publication. (Most companies hold numerous licenses.) At the same time, there have been about 317 burglaries and seven robberies reported by these companies in the last two years, according to police data. That’s an annual robbery and burglary rate of about 50 percent, more than double what it was in 2009.
Workers tend the grow houses at the Medicine Man marijuana dispensary and grow house. It is one of the largest in Denver.

While a Denver Police spokesperson disputed these figures, the department doesn't have its own. What is available suggests a troubling parallel development: as the industry has grown, its access to banking and security has declined, and crime has soared. What spurred the sudden loss of services remains a mystery, although many dispensary owners blame it on pressure from the Drug Enforcement Administration, which has called Colorado's experiment "reckless and irresponsible."

"It's like they're trying to precipitate some sort of disaster," says Norton Arbelaez, the founder of River Rock, one the Denver's larger dispensaries. "It's like they think: 'If we can precipitate some sort of public safety issue, maybe we can stop it.'"

The Obama administration says that it's working on new regulations that will allow banks to hold accounts for legal marijuana businesses. But Jack Finlaw,
the chief legal counsel to Colorado’s governor doesn’t think that will be enough. As long as marijuana remains illegal under the Controlled Substances Act, he says, banks, security firms and indeed most traditional businesses will be wary of aiding what amounts to a state-sanctioned federal crime. “Congress really needs to act,” he says. “I don’t see a quick fix.”

Meanwhile, the collateral damage continues to mount. Some dispensaries may be hit five times and others none at all, but on average every marijuana-related business in Denver can now expect a taste of the crowbar or the gun at least once every two years.

“I think everyone has been robbed at least once,” says Jonathan Salfeld, the owner of Local Product of Colorado, which has been broken into twice, despite being located a block from Denver Police headquarters. “It leaves you feeling less than safe,” adds Elan Nelson, the director of business development at Medicine Man, one of the largest dispensaries in Denver. She says her last dispensary was broken into four or five times, and employees began to watch the door, wondering when the thieves would decide to try work hours.
Broken windows and doors are evidence of a recent burglary at the Timberline Herbal Clinic, owned by Yevette Williams.

Yevette Williams of Timberline Herbal Clinic is facing that same feeling, after suffering three break-ins in four years. The most recent heist was last month, amid a rash of seven burglaries in Denver in the first 11 days of legalization. The thieves came at night, taking $1,000 in edible pot and leaving $6,000 in damages. “We just don’t know what to do,” she says. “We’re at a loss.”

“To understand the importance of fixing banking, please read this story: 'Marijuana clinic owner penis cut off.'”

For the moment, Coloradans can still cling to a pebble of solace: no one has ever been killed in a state-licensed marijuana dispensary. Expect that to change, says Denver District Attorney Mitch Morrissey. Last summer he told the city council that there have been a dozen homicides “directly” related to mom-and-pop residential marijuana grows, which have been legal in the state since 2000.

The editorial page director of the Denver Post accused him of “blowing smoke,” but Morrissey is now going further, predicting a spike in “strong-arm, bank-style, mask-and-gun robberies,” as the old violence of the residential market spills into the new world of legalized marijuana from seed to sale. “You know, they say this is going to bring in tax revenue for our schools. Well, I don’t deal with that. I deal with dead bodies.”
The worst violence has been in California, where in 2010 a gunman forced workers down on the ground, robbed their medical marijuana dispensary, and returned moments later to shoot both in the back of the head. But the fate that’s really spreading terror in Colorado fell just shy of murder.

It began when three men broke into the home of a dispensary owner in Newport Beach, Calif., according to police reports that surfaced last fall. They zip-tied the man, dragged him into a van, burned him with a blow-torch, doused him in bleach, severed his penis, and then drove away with it—all in a bid to learn where he was hiding his cash. Now Elliott, the industry lobbyist, appends press
releases with an unusual note: "To understand the importance of fixing banking, please read this story: 'Marijuana clinic owner penis cut off.'"

The industry is certainly taking the crime threat seriously. Dispensaries are sinking cash into bulletproof glass, Mission Impossible-style fingerprint scanners, and guards—lots of guards. A marijuana militia of sorts is building across the state, a force big enough to safeguard six-figure cash transports, seven-figure inventories and assets, and thousands of justifiably paranoid employees.

As with the criminals, some of the guards are less than intimidating. The owner's elderly (and doze-prone) uncle is the designated watchman inside one Denver dispensary. At another dispensary a guard considers his biceps "the only guns I need." But at least two major security firms—one purely marijuana-focused, the other an all-purpose global heavyweight—have ridden in to rescue Denver in the last year.

The first was Blue Line Protection Group, launched in August by Ted Daniels, a retired police officer and U.S. Army veteran who served in Afghanistan. He cuts a rather secure figure himself, with muscle that jumps from shoulder to ear, and shades wrapped around a bald pate. He has hired more than 40 guards, most with special ops experience.

"If you're going to fight the best," as he likes to say, "you better have the best."

Steps from the counter where the peace buds are sold, a warning sign is emblazoned with the words, "DEADLY FORCE."

His firm has landed about 30 contracts so far and is adding about one a day, according to Daniels, who charges between $5,000 and $15,000 a month. Most of the contracts come right after a break-in or a robbery, he says, and none have
been hit again with his team on the scene. "I think criminals are afraid," he says. "I don't think they want to deal with my guys."

The New Age Wellness marijuana dispensary was attacked by masked gunmen recently, where Alan Pedersen, 23, was assaulted and $6,000 worth of merchandise was stolen. Now a Blue Line Protection Group officer stands guard in Longmont, Colo.

At Medicine Man, where Daniels has provided security since January 1st, there are now six cash registers and an armed guard for each one, plus another at the door. At the end of the day, after spraying the cash with Febreze to mask the scent, employees stuff it into tamper-resistant clear plastic bags, which Blue Line escorts downtown and into the company's vault.

If they face a robbery, they may call 911, but they're authorized to return fire. Every day now at New Age Wellness, in Boulder County, steps from the counter where the peace buds are sold, a warning sign is emblazoned with the words, "DEADLY FORCE." In front of the sign is a Blue Line guard, Glock on his hip.
“One of my guys, I think, can probably easily hold off five to 10 guys by himself,” says Daniels, who appreciates the irony of blending what is essentially police work with the protection of a product that he used to bust people for using. For most of his guys, however, the product doesn’t matter.

Daniels allows them to partake of the plant they’re guarding, as long as they quit it at least 10 hours before reporting to duty, but they’re in it for the conflict.

“We thrive on going out,” says Keith Wood, a former Army Ranger who deployed to both Iraq and Afghanistan, before coming home to become Blue Line’s operations manager. “I’m not going to run away,” he said in an interview. “I could die today on the job. We don’t know. But that’s another reason to bring veterans in. That’s how we’re trained to think.”

The competition comes from former Denver city councilman Ed Thomas, a 23-year veteran of the Denver Police Department. He recently partnered with CSC-USA, a California-based company that touts security gigs during two World Cups, four presidential inaugurations, and 30 Super Bowls. He’s got two contracts so far and expects that number to grow.

“There are some really bad guys out there,” he says. “It’s just a matter of time until ... well, I don’t even want to go there.”

First published February 3 2014, 9:44 AM
To: Jack Louws, The Honorable Whatcom County Executive
The Honorable Whatcom County Council

Through: Mark Personius, Planning Division Manager

From: Nick Smith, Planner

Date: April 1, 2014

RE: Proposed Interim Ordinance – Recreational and Medical Marijuana Zoning Regulations

In preparation for discussion at the April 8, 2014 Planning and Development Committee meeting, the following is a list of council members’ suggested changes to the current draft amendments (the draft in the agenda packet):

A. Limit number of on-site employees for marijuana production, processing, and collective gardens to 2 in the Residential Rural (RR), Rural Residential Island (RRI) zones, and to 5 in the Rural (R) zone: “The facility employs no more than 2 [or 5] permanent on-site employees other than family members residing in a residential unit on the same parcel.” The current draft limits marijuana processing facilities to 2 employees in RR, RRI, and R zones, and places no limit on employees for marijuana production or collective gardens.

B. Remove all limits on number of employees (replace with traffic generation limits, see below).

C. Limit traffic generation for marijuana production facilities and collective gardens in RR, RRI, and R zones: “No traffic shall be generated by such a facility in greater volume than would normally be expected in the applicable zoning district and appropriate for the road classification which serves the property.”

D. Require off-street parking for marijuana production facilities and collective gardens in RR, RRI, and R zones: “Any need for parking generated by the conduct of such a facility shall meet the off-street parking requirements as specified in this title. At least one additional space shall be provided for each nonresident on-site employee.”

E. Reduce spacing from residential units to 150 feet in the Agriculture (Ag) and Rural Forestry (RF) zones. The current draft specifies spacing of 300 feet from residential units in all affected zones.
F. Remove requirement that “at least 50 percent of the marijuana processed is produced in Whatcom County” for processing facilities in the Rural Industrial Manufacturing (RIM) zone.

G. Limit marijuana retail to 2,500 square feet in the Neighborhood Commercial (NC zone): “(7) Marijuana retail, not greater than 2,500 square feet.” Currently, marijuana retail would be subject to the building size limits in 20.60.300.
## TITLE OF DOCUMENT:
2016 Critical Areas Regulations Update Introductory Overview

## ATTACHMENTS:
Memo to County Council, dated 3/25/14, regarding proposed critical areas regulations update process.

## SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:
Introductory briefing regarding the 2016 Critical Areas Regulations Update process and schedule.
Memorandum

TO: County Council
FROM: Cliff Strong, Senior Planner, PDS
THROUGH: Mark Personius, Long Range Planning Manager
DATE: March 25, 2014
SUBJECT: 2016 Critical Areas Regulations Update

Background
Every county and city in the state is required to conduct a periodic update of its comprehensive plan and
development regulations... including "but is not limited to, consideration of critical area ordinances...” (RCW
36.70a.130). By law, Whatcom County is required to review, and if necessary, update its Critical Areas
Regulations by mid-2016. Review consists of using the Department of Commerce’s checklist, and reviewing and
considering whether there have been any new:

- changes to state law,
- Growth Management Hearings Board cases,
- court cases, or
- Best Available Science (BAS).

Additionally, we can use this opportunity to:

- fix anything that staff has identified as a problem in terms of administration;
- consider amendments that the electeds would like to see, or
- consider amendments that members of the public would like to see.

Scope
Our existing critical areas regulations are good. They are well thought out, well organized, and adequately cover
the GMA requirements. However, there have been some changes to the legal and scientific field, and we will
undoubtedly have to make some amendments necessitated by the first group above. We may not know what
they all are yet, but they can be itemized (after analysis).

While there is no requirement to make changes based on the above second group, from what we have heard
(from customers and staff) there will in all likelihood be many suggestions to do so. Yet the more we open it up,
the more the final product becomes a moving target, the more resources it will take, and the more we open
ourselves up to challenges.

Thus, the department proposes to keep the scope as minimal as possible while meeting state law
AND addressing the biggest, most common problems we’ve had in implementation. We do need to
have a public scoping process wherein members of the public can suggest amendments, but we
suggest that we prescreen them and decide whether they merit consideration. To do this, we suggest having a scoping process where we advertise that we're going to scope the amendments, get suggestions from the public, have the Citizens' Advisory Committee (see below) prioritize them, and then bring it to the County Council to adopt the scope, making it clear that we are not going to add new issues along the way.

Public Outreach/Participation
GMA requires “early and continuous public participation” in updates to plans and regulations, and Whatcom County has adopted a general Public Participation Plan that provides for that. We plan on being consistent with that plan, though there will be some project-specific details not covered by it (for which the plan allows).

We see that we will need three advisory committees.

- One will be our internal staff team (Planning and DPW). They will provide technical and administrative support from a County perspective.
- The second will be a Technical Advisory Committee (TAC), consisting of technical experts in the various fields, and generally comprised of government agency staff (Tribal, state, federal) and other experts in their field. We’ll use them to verify and ratify scientific information. The PDS Director will appoint this committee.
- The third will be a Citizens’ Advisory Committee (CAC), consisting of public stakeholders. We envision their job as developing, owning, and presenting policy recommendations to the Planning Commission and County Council. This committee would be comprised of people with a wide range of interests (building/development, environmental, agricultural, forestry, industrial/commercial, marine shoreline property owners, freshwater shoreline property owners, and a citizen-at-large). The County Executive will appoint this committee.

The TAC and CAC meetings would be open to the public. Additionally, we would probably hold some number (to be determined later) of public town hall meetings. And lastly, there would be the Planning Commission and County Council workshops, and public hearings at which citizens could testify. And of course, we’ll continually update our Critical Areas webpage, put notices in the newspaper, etc.

Schedule
We have until mid-2016 to adopt. A detailed schedule will be developed with the CAC as we progress, but the major steps and timeframes are generally as follows:

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<th>Step</th>
<th>Timeframe</th>
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<tr>
<td>Set up Advisory Committees</td>
<td>Spring 2014</td>
</tr>
<tr>
<td>Scoping/Compile Issues to Address</td>
<td>Late Spring/Summer 2014</td>
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<tr>
<td>Best Available Science Review</td>
<td>Summer/Fall 2014</td>
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<tr>
<td>Policy Development with the CAC</td>
<td>Late 2014 through 2015</td>
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<tr>
<td>Draft Code Language</td>
<td>Fall 2015</td>
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<tr>
<td>SEPA Review</td>
<td>Winter 2015</td>
</tr>
<tr>
<td>Adoption Process (Planning Commission and County Council meetings and hearings)</td>
<td>Jan-June 2016</td>
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Consultant
There is $70,000 budgeted for a consultant. However, PDS is re-evaluating whether we will need to use all the funds, since we believe we can handle the public involvement and code writing in-house. Therefore, consultant assistance may be limited to addressing particular issues related to BAS or significant concern to stakeholders on an as-needed basis.
# Interim Ordinance Packing house applications in Ag Zones

## ATTACHMENTS:
1. Staff memo to council
2. Planning Commission Findings

## SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:
This ordinance would require all packinghouse applications in the Agriculture Zoning District to be processed as conditional uses.

## COMMITTEE ACTION:
3/25/2014: Held in Committee for two weeks. Staff will forward a new draft ordinance and other information for packet.

## COUNCIL ACTION:
1/28/2014 Introduced

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

TO: Whatcom County Planning Commission
FROM: Joshua Fleischmann, Planner
THROUGH: Mark Personius, Long Range Planning Manager
DATE: March 6, 2014
SUBJECT: Packinghouses Zoning Text Amendment, RE: PLN2014-00018

In accordance with RCW 36.70.795, on February 11, 2014 Whatcom County Council held a public hearing and adopted an interim ordinance that requires all packinghouse applications in the Agriculture Zoning District to be processed as conditional uses. The interim ordinance is necessary to prevent future applications for packinghouses that are not more than 7,000 square feet from vesting under current law, which allows packinghouses as permitted accessory uses, while the proposed permanent ordinance is being considered.

A public hearing before the Planning Commission was held on February 27, 2014. The Planning Commission Findings of Fact and Reasons for Action are attached.
FINDINGS OF FACT AND REASONS FOR ACTION

1. The conditional use process will create an expensive burden.

2. The conditional use process will create an opportunity for competitors to target competition in the market.

3. The conditional use process gives an advantage to larger, wealthier producers and a destabilizer to the small business man.

4. Packinghouse is an ancillary use as required by the regulation 36.70A.177 Agricultural lands – Innovative zoning techniques – Accessory uses.

5. Accessory will accomplish all of the goals and the council can add to those by requiring more notification if that’s their desire.

6. There are sufficient safeguards in the current regulations to safeguard human health and the environment.

7. The viability of an agricultural resource economy is dependent upon the presence of certain agriculture related industries and activities. These include processors (for example, fruit and vegetable packers and milk processors in Whatcom County), farm implement sales and repair, fertilizer and pesticide suppliers, trucking firms, certified meat inspectors and processors, a pool of farm labor, etc. These activities, in turn depend on a stable (or expanding) agricultural products economy which is in turn dependent on maintaining a stable agricultural resource land base. If agricultural production is reduced below a certain level in a given geographical area, then it becomes no longer economical for the agriculture related activities to remain in that area. Loss of these support industries results in further reduction and conversion of the agricultural land base and an accelerating downward spiral for the local agricultural economy.

8. Making this an accessory use and making it easier to establish and construct small scale packinghouse facilities fits with the trend of value added processing facilities for agricultural products in Whatcom County and so it is compliant with the GMA in that manner and it furthers the
USDA has rural development grants available for enhancing and increasing local food facilities in rural areas to strengthen our nation’s ability to feed itself so if the federal government can recognize the benefits of something like this Whatcom County should be able to too.

CONCLUSIONS

- The subject amendment does not serve the public interest by not supporting the local agricultural industry.

RECOMMENDATION

Based upon the above findings and conclusion, the Whatcom County Planning Commission does not recommend approval of:

Exhibit A, Whatcom County Zoning Code amendment.

WHATCOM COUNTY PLANNING COMMISSION

David Onkels, Chair

Becky Boxx, Secretary

March 6, 2014

3-10-14

Commissioners present at the February 27, 2014 meeting when the vote was taken: Gary Honcoop, David Onkels, Ben Elenbaas, Mary Beth Teigrob, David Hunter, Gerald Vekved, Walter Haugen, Natalie McClendon, Ken Bell.

Vote: Ayes: 6, Nays: 3, Abstain: 0, Absent: 0. Motion carried to not recommend approval the above amendment.
Chapter 20.40 AGRICULTURE (AG) DISTRICT

20.40.130 Administrative Approval Uses

Packinghouses, which shall be located, designed, and operated so as to not interfere with the overall agricultural character of the area, provided the following criteria are met:

1. Administrative approval use approval criteria located in WCC 20.84.235(3) shall be satisfied.
2. The facility is an accessory use, as identified in WCC 20.97.005 “Accessory Use”
3. The total allowable building area is no larger than 7,000 square feet.
4. There shall cumulatively be no more than three (3) packinghouses, as defined in WCC 20.97.282.1, approved under WCC 20.40.139 within the Agricultural (AG) District.
5. Holding pens associated with packinghouses shall be limited to that necessary to accommodate animals intended for processing within 24 hours.
6. The facility shall comply with solid waste handling standards as set forth in WAC 173-350, as administered by the Whatcom County Health Department as adopted by reference in WCC 24.06
7. An approved state waste discharge permit from the Washington State Department of Ecology with adequate storage, where required, that complies with WAC 173-216, WAC 173-226 industrial stormwater permit (general permits), and/or an NPDES Permit (RCW 90.48 and WAC 173-220), if required by the Washington State Department of Ecology.
8. The building shall avoid prime agricultural soils to the extent feasible. Where the site is predominantly in prime soils and avoidance is not feasible, the applicant shall demonstrate that the buildings:
   a. Are sized to be as small as feasible; and
   b. Located to maximize the agricultural use of the remaining area; and
   c. Achieve the most suitable locations in terms of minimizing roads, impervious surfaces, and allowing for water availability and septic suitability.
9. The packinghouse, as identified in WCC 20.97.282.1, shall emit no noxious emissions that are detectable, at or beyond the property line for the use concerned, in such a concentration or of such duration as to cause a public nuisance, or threaten health or safety, or to unreasonably infringe upon the use of adjacent property.

20.40.150 Conditional Uses
.164 Packinghouses, which shall be located, designed, and operated so as not to interfere with the overall agricultural character of the area, provided the following criteria are met:

1. Conditional use approval criteria located in WCC 20.84.220 shall be satisfied.
2. The total allowable building area is larger than 7,000 square feet and no larger than 20,000 square feet.
3. The facility processes at least 75 percent agricultural goods produced in Whatcom, Skagit and/or Island County and that originate from uses permitted in WCC 20.40.051.
4. Holding pens associated with packinghouses shall be limited to that necessary to accommodate animals intended for processing within 24 hours.
5. The facility will be serviced adequately by necessary facilities such as highways, streets, police and fire protection, drainage structures, refuse disposal, water and wastewater treatment.
6. The facility shall comply with solid waste handling standards as set forth in WAC 173-350, as administered by the Whatcom County Health Department as adopted by reference in WCC 24.06.
7. An approved state waste discharge permit from the Washington State Department of Ecology with adequate storage, where required, that complies with WAC 173-216, WAC 173-226 industrial stormwater permit (general permits), and/or an NPDES Permit (RCW 90.48 and WAC 173-220), if required by the Washington State Department of Ecology.
8. The facility will have vehicular approaches to the property which shall be so designed as not to create an interference with traffic on surrounding public streets.
9. The building shall avoid prime agricultural soils to the extent feasible.
   - Where the site is predominantly in prime soils and avoidance is not feasible, the applicant shall demonstrate that the buildings:
     a. Are sized to be as small as feasible; and
     b. Located to maximize the agricultural use of the remaining area; and
     c. Achieve the most suitable locations in terms of minimizing roads, impervious surfaces, and allowing for water availability and septic suitability.
10. The packinghouse, as identified in WCC 20.97.282.1, shall emit no noxious emissions that are detectable, at or beyond the property line for the use concerned, in such a concentration or of such duration as to cause a public nuisance, or threaten health or safety, or to unreasonably infringe upon the use of adjacent property.

Chapter 20.66 Light Impact Industrial (LII)
20.66.150 Conditional Uses
.154 Packinghouses and Slaughterhouses
Chapter 20.68 Heavy Impact Industrial (HII)
20.68.050 Permitted Uses
.051 The manufacture and processing of food including meat (including packinghouses and slaughterhouses), dairy, fruits, vegetables, seafood, grain mill, large scale bakery, sugar and beverage products.

Chapter 20.69 Rural Industrial Manufacturing (RIM)
20.69.130 Administrative approval uses
20.69.131 Slaughterhouses.

Chapter 20.80 Supplementary Requirements
20.80.200 Setback requirements
20.80.255 Agriculture District.
(1) The 50-foot front yard setback requirement for new buildings or additions may be waived if the zoning administrator finds the new building or addition is located along the same building line(s) of existing structures and will result in no additional encroachment, the public interest, safety and health are protected; provided, that for a new building the applicant shall also demonstrate that the proposed location is necessary for the economic viability and the continued operation of the agricultural use.
(2) The minimum separation between new residences not located on the same property and farm uses such as barns, pens, milking sheds, packinghouses, or areas used to contain, house or feed animals or store manure or feed, shall be 300 feet.
New farm uses such as barns, pens, milking sheds, or areas used to contain, house or feed animals or store manure or feed, shall be situated at least 150 feet from existing residences not located on the same property. Expansion of existing facilities within the 150-foot buffer, providing such expansion is not closer to a neighbor’s residence, and pastures are excluded from this section’s requirements.
(3) The minimum separation between packinghouses and schools shall be 500 feet.
(4) The minimum separation between packinghouses and adjacent property lines shall be 150 feet.

20.97.282.1 Packinghouse
“Packinghouse” means a plant that both slaughters animals and subsequently processes carcasses into fresh, cured, smoked, canned or other prepared meat products. Rendering and importation of animal by-products is strictly prohibited in packinghouses. Packinghouses shall not slaughter poultry. Packinghouses exclude temporary, mobile or other on-farm, owner-raised poultry slaughtering operations regulated under WAC 16-170 and/or RCW 69.07 that do not require USDA inspection. Agricultural producers who raise poultry may slaughter up to one thousand (1,000) poultry raised on their own farm annually subject to the special poultry permit requirements of WAC 16-170. Agricultural producers who process between one
thousand (1,000) and twenty thousand (20,000) poultry a year on their farm are subject to the food processor license requirements of RCW 69.07.

20.97.310 Poultry
“Poultry” means products derived from the slaughter and processing of broilers, other young chickens, mature chickens, hens, turkeys, capons, geese, ducks, small game fowl such as quail or pheasants, and small game such as rabbits.

20.97.343 Rendering
“Rendering” means the process or business of producing tallow, grease, and high-protein meat and bone meal from animal by-products.

20.97.343.1 Rendering Plant
“Rendering plant” means a plant that processes animal by-product materials for the production of tallow, grease, and high-protein meat and bone meal.

20.97.423.1 Slaughterhouse
“Slaughterhouse” means a facility that slaughters animals and has as its main product fresh meat as whole, half or quarter carcasses or small meat cuts.

20.97.424 Slaughtering
“Slaughtering” means the killing and processing of animals for human consumption.
WHATCOM COUNTY
Critical Aquifer Recharge Areas & Agricultural Comprehensive Plan Designation
-High Susceptibility

Legend
- Incorporated City Limits
- Agriculture Comprehensive Plan Designation (87,466 Ac.)
- High Aquifer Susceptibility (CAO Article V)
- Agriculture Comprehensive Plan Designation with High Aquifer Susceptibility (CAO Article V) (48,392 ac., 55% of Ag. Zone)
WHATCOM COUNTY
Critical Aquifer Recharge Areas, Floodplain, Agricultural
Comprehensive Plan Designation - High Susceptibility

Legend
- Incorporated City Limits
- Agriculture Comprehensive Plan Designation (87,466 Ac.)
- High Aquifer Susceptibility (CAO Article V)
- Agriculture Comprehensive Plan Designation with High Aquifer Susceptibility (CAO Article V) (48,392 ac., 55% of Ag. Zone)
- FEMA 100 Year Floodplain (16,523 Ac. in Ag. Zone outside of High Aquifer Area)
WHATCOM COUNTY
Critical Aquifer Recharge Areas & Agricultural Comprehensive Plan Designation -Medium and High Susceptibility

Legend
- Incorporated City Limits
- Agriculture Comprehensive Plan Designation (87,466 Ac.)
- Medium Aquifer Susceptibility (CAO Article V)
  - Agriculture Comprehensive Plan Designation with Medium Aquifer Susceptibility (CAO Article V) (27,605 ac., 32% of Ag. Zone)
- High Aquifer Susceptibility (CAO Article V)
  - Agriculture Comprehensive Plan Designation with High Aquifer Susceptibility (CAO Article V) (48,392 ac., 55% of Ag. Zone)
WHATCOM COUNTY
Critical Aquifer Recharge Areas, Floodplain, Agricultural Comprehensive Plan Designation -Medium and High Susceptibility

Legend
- Incorporated City Limits
- Agriculture Comprehensive Plan Designation (87,466 Ac.)
- FEMA 100 Year Floodplain (5,352 Ac. in Ag. Zone outside of Med./High Aquifer Areas)
- Medium Aquifer Susceptibility (CAO Article V) Agriculture Comprehensive Plan Designation with Medium Aquifer Susceptibility (CAO Article V) (27,905 ac., 32% of Ag. Zone)
- High Aquifer Susceptibility (CAO Article V) Agriculture Comprehensive Plan Designation with High Aquifer Susceptibility (CAO Article V) (48,392 ac., 55% of Ag. Zone)
Memorandum

TO: Whatcom County Council
FROM: Joshua Fleischmann, Planner
THROUGH: Mark Personius, Long Range Planning Manager
DATE: January 8, 2013
SUBJECT: Agricultural Slaughtering Facilities Zoning Text Amendment, RE: PLN2012-00008

This memo is intended to provide further context for discussions regarding the proposed zoning text amendment to allow for agricultural slaughtering facilities within Whatcom County’s Agricultural zoning district. An underlying presumption is that the intent of the amendment is still primarily focused on small scale facilities.

Included in the memo are examples of non-industrial sized slaughtering facilities, limitations of previously discussed size/intensity restrictions, responses to public comments, and potential permitting pathways.

Slaughtering Facility Examples:
According to the Environmental Protection Agency (EPA) document “Technical Development Document for the Final Effluent Limitations Guidelines and Standards for the Meat and Poultry Products Point Source Category (40 CFR 432)”, the EPA considers small slaughtering facilities as those which produce 50 million pounds or less of live weight kill per year. Using 1250lbs as an average cattle weight, a facility that slaughters 109 cattle per day, 365 days per year, would be considered “small scale”. Meanwhile, the Small Business Administration (SBA), through the North American Industry Classification System (NAICS), considers animal slaughtering facilities to be small if they employ fewer than 500 employees. In comparison to facilities that employ 2,000 people and slaughter 5,000 cattle per day, it is reasonable to consider 109 cattle or 500 employees as small. However, in comparison to Keizer Meats in Lynden, these facilities would be considered quite large.

Below is a list of slaughtering facilities, examples of jurisdictional limits on slaughtering facilities, and a feasibility study on a slaughtering facility that are more similar to Keizer Meats and the zoning amendment application, than to the upper limits of what is considered “small scale” by the EPA and SBA.
• Keizer Meats is located on Bob Hall Road, in Lynden, WA. They offer slaughter, and cut and wrap services, as well as a small retail counter. Their entire facility is roughly 2,400 sf and they are permitted to slaughter up to 2,000 animals per year.

• Smucker's Meats is located in Mount Joy, PA. They offer slaughter, processing, jerky, sticks, baloney, ham, bacon, smoked products, sausage, etc. Their facility is 10,000 sf and their weekly capacity is an average of 45 head of cattle, 5 bison, 5-10 hogs, and the occasional sheep & goat. There are 25-35 full time & part time employees. 

• An anonymous country locker located in the Midwest. They offer slaughter and processing, raw and ready-to-eat sausage, ham, bacon, dried beef, beef jerky, and retail packaging. Their facility is 1875 sf and their weekly capacity is an average of 11 beef and 15 hogs with occasional sheep or goat, plus approximately 3,500 lbs of deer per week for 16 weeks during hunting season, plus turkey and other wild game. There are 8 full time (including owner) and 3 part time employees.
http://www.extension.org/pages/15738/midwestern-country-locker

• Facility in Harvey, ND. They offered slaughter, processing, and limited value-added products. Their facility was 20,000 sf and their weekly volume was 96-192 head (cattle, sheep, goats, bison, hog), though rarely exceed 96. They had 20-30 full time and part time employees at its peak.

• Acre Station Meat Farm is located in Pinetown, NC. They offer slaughter, processing, and value added products (smoking, brining, curing, salting, grinding, sausage making). Their facility is 7,000 sf plus 10,000 sf of retail space. Their capacity is 80 hogs or 7 cattle per day. There are 23 full time and 2-3 part time employees, 11 of which are involved in process or cleanup.
http://www.extension.org/pages/22451/acre-station-meat-farm

• PT Farm is located in North Haverhill, NH. They recently relocated to a larger facility that is 9,000 sf.

• The City of Auburn, ME recently approved a zoning amendment to allow slaughtering facilities up to 10,000 sf and 15 employees.

• The City of Hardin, MT limits slaughtering facilities to 25 animals within any 7 day period.

• A Preliminary Feasibility Study by the Great Northern Corporation for a northern California Siskiyou Slaughter Facility, identified their model facility as approximately 10,000-15,000 sf, located on about 10 acres and could accommodate 100 cattle/day.

**Proposed Limitations**
While attempting to define “small scale”, many different standards have been discussed. In addition to building size, number of employees and animal throughput have been discussed at the greatest length.

In terms or regulations and enforcement, limiting the size of the building is the most feasible way for Planning and Development to ensure that a facility is “small scale”. Regardless of what size of building would be considered “small scale”, a
review at the time of permit intake would determine whether or not the proposed building met that requirement.

The same cannot be said for number of employees and animal throughput. Both employees and animal throughput may change seasonally and over time, depending on market conditions. Whatever level of employees or animal throughput would be defined as small scale, County staff would require reports to be submitted verifying the information throughout the life of the facility.

**Public Concerns:**
The public have provided comments expressing their concerns about the impacts that could result from allowing agricultural slaughtering facilities within the Agricultural zone. Among the concerns are potential impacts to water quality and water quantity, as well as concerns that slaughterhouses will include or result in increases of confined feeding operations and rendering facilities.

**Water quality and Quantity:**
Concerns over water have predominantly been about water quality, particularly impacts related to waste disposal. There are multiple ways to dispose of the waste. It is important to note that, while there may be permits and conditions required, there is a pathway in which to dispose of these wastes in an appropriate manner. If more information is requested, it may be necessary to contact Charles Sullivan or Kyle Dodd of the Whatcom County Health Department.

Methods of disposal of liquid washdown water include:
- Land application permit (Solid Waste- Whatcom County Health)
- NPDES Land Application (Washington State Department of Ecology)
- Tank and Truck
- Biosolid (Whatcom County Health and Washington State Department of Ecology)

Methods of disposal of solid wastes include:
- RDS & RDC transfer station to Roosevelt Landfill
- Friese Hide and Tallow
- Baker Commodities transfer station to rendering plant in Seattle

There are also concerns about access to water. According to the Department of Ecology, most water in the Nooksack watershed is already legally spoken for. Access to water would be through a present water purveyor who has available shares, or through the groundwater exemption process which would allow for 5,000 gallons of water per day. These exempt wells would then need to be certified as a Group A or B well.

While not specific to slaughtering facilities, it should be noted that through the Development Standards, agricultural activities are exempt from stormwater requirements.

**Confined feeding operations:**
Presently, new confined feeding operations and feedlots are not allowed within the Agricultural zone. Rather, they are conditional uses within the Rural Residential, Rural Residential-Island, and Rural (provided not within an UGA).
In speaking with Nick Smith of the Whatcom County Planning Department, poultry barns would likely be viewed as a confinement feeding operation and be subject to the Conditional Use process within the Rural Residential, Rural Residential-Island, and Rural districts.

Rendering Plants:
Rendering Plants have been a conditional use within the Agriculture zoning district since the Preliminary Draft of the 1972 zoning code.

**Permitting Process:**

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<td>Public Notice</td>
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<td>No</td>
<td>Yes (neighbors within 1,000 ft, 300 ft if within UGA)</td>
<td>Yes (neighbors within 1,000 ft, 300 ft if within UGA)</td>
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<td>Public Hearing</td>
<td>No</td>
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**Staff Recommendation**

Attached is a revised Exhibit A for your consideration. This exhibit differs from previous versions in that the upper limit for slaughtering facilities as an accessory use is now 5,000 square feet (compared to 15,000 square feet in the previous proposal) and a Conditional Use permit is required for facilities larger than 10,000 square feet, compared to 15,000 square feet in previous versions. There is also another optional new suggested code section for slaughtering facilities between 5,000 and 10,000 square feet proposed as an Administrative Approval process. These revisions are represented by a double-underline.

Staff will be prepared to discuss these or other options with Council on January 15th, 2013.
I spoke with Doug Goldthorp, the current CARA Technical Administrator (TA). Here is a synopsis of how he foresees packinghouses would be regulated with regards to CARAs.

If an applicant were to submit a commercial building permit for a packinghouse, it should be routed to the TA for CARA review. Activities within CARAs of Low Susceptibility are not regulated, so the TA would not review the proposed packinghouse. A proposed packinghouse in a CARA of High or Moderate Susceptibility would be subject to the TA's review through WCC 16.16.525.E. The TA may determine that the development activity has the potential to have a significant adverse impact on groundwater quality, quantity, or on recharge of the aquifer. If the TA makes that determination, he can require a critical areas assessment report which would include information on the local geology, groundwater, nearby wells, proposed best management practices and spill plans, among other requirements. Approval of the permit would be conditioned accordingly. Presently, the proposed ordinance prohibits packinghouses on High Susceptibility CARAs, so his review would be limited to CARAs of Moderate Susceptibility unless this prohibition is removed.

If a packinghouse is applied for, the TA would request verification that the applicant has notified the Whatcom County Health Department of the proposal, so that the Health Department is aware that there is a facility that must comply with the required solid waste handling standards. Through his review, the TA would look at potential impacts to groundwater. Through the state waste discharge permit, a packinghouse would be limited to land application quantities that do not cause water quality thresholds to be exceeded. This would be monitored as part of the state waste discharge permit.

Another potential situation is where a landowner that wishes to apply wastes to a field could be subject to the Conservation Program on Agricultural Lands (CPAL) through the Critical Areas Ordinance. Moderate and high impact operations would require a custom farm conservation plan. These plans identify best management practices and must protect existing values and functions of critical areas. My involvement with farm plans is limited to smaller hobby farms and wetlands or streams, so Wayne Fitch may be the best person to get information about the moderate or high impact farms and how they may be regulated with regards to CARAs.
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**RECEIVED**

APR 1 - 2014

WHATCOM COUNTY COUNCIL

**TITLE OF DOCUMENT:** Executive Louws to read proclamation regarding National Library Week

**ATTACHMENTS:** No attachments

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

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

County Executive Jack Louws will proclaim National Library Week April 13-19, 2014.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

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

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

Council Chair Carl Weimer called the meeting to order at 1:40 p.m. in the Council Chambers, 311 Grand Avenue, Bellingham, Washington.

ROLL CALL

(1:40:38 PM)

Present: Barbara Brenner, Sam Crawford, Carl Weimer, Rud Browne and Barry Buchanan.

Absent: Pete Kremen and Ken Mann.

COMMITTEE DISCUSSION

1. ORDINANCE ADOPTING THE CURRENT STATE BUILDING CODE AND REPEALING EXISTING TITLE 15 OF THE WHATCOM COUNTY CODE (AB2013-271)

Wain Harrison, Planning and Development Services Department, gave a staff report and stated this information is the same as was submitted on January 28. It was first brought forward July 2013. They’ve been working on modifications with the Building Industry Association of Whatcom County, and came back to Council on December 10. There were remaining issues regarding fire flow, including hose stream allowance and how much the basic fire flow table should be reduced for smaller buildings. Fire officials from various fire districts around the county attended the Planning Committee meeting in January. He referenced and read WCC 15.04.040(A)(12)(d)(2) on Council packet pages 223-224, and stated Planning Commissioner Honcoop and Councilmember Mann recommend a reduction from 500 gallons per minute (gpm) to 250 gpm for exception three. He does not support a reduction.

Weimer asked the opinion of the fire officials. Harrison stated Chief Russell said the only reason they didn’t comment on hose stream allowance was because they didn’t discuss it at the chief’s meeting. Chief Russell supported keeping the hose stream allowance at 500 gpm at the Planning Committee meeting two weeks ago. Chief Anderson also supported the fire stream allowance in the packet.

Crawford stated there is always tension between fire agencies and legislative bodies about how much fire flow is needed. Fire associations are always lobbying the State legislature for requiring extreme fire safety measures for the purpose of risk reduction. He asked the rationale for both 500 gpm and 250 gpm in this particular case. If someone doesn’t choose to protect their property, especially in the middle of agriculture land with
nothing else around it, give them the option to not do that. Harrison stated this ordinance is a distinction between agricultural buildings, agricultural processing buildings, and manufacturing buildings. They’re talking about agricultural processing buildings in this section. At seasonal peak, a significant number of employees are in the building, and there is more equipment and more dangerous chemicals.

For example, a 10,000 square foot agricultural processing building may have a minimum of three 2½ inch hoses, each drawing a minimum of 250 gallons, for a total draw of 750 gallons per minute. The 500 gpm hose stream is in addition to the amount charging a sprinkler system. A requirement of 500 gpm for one hour is 30,000 gallons, divided by 750 gallons per minute, totals 40 minutes of storage capacity. At a 50 percent reduction, there would be a 20 minute storage capacity, which isn’t enough time to mount a significant defense, especially if there is suspicion of life in the building and someone had to go in and verify it.

Crawford asked the fire flow at Mayberry’s under the old code. He asked if they meet this standard currently. Harrison stated all the existing processing facilities have been built and permitted according to the code in place at the time. He doesn’t have specific information.

Gary Honcoop, Planning Commission, stated the Maybey’s building size is significantly bigger than what this is proposed for. Their fire flow is in excess of this proposal. The intent was to reduce fire flow to encourage and incentivize people to install sprinklers. There is a tradeoff. The sprinkler system responds quickly and will provide the first level of protection while the fire department is arriving. Fire flow sitting in a tank or hydrant won’t do that. There is a benefit to sprinklers for farmers and for the fire district that would provide protection. Larger buildings are required to have higher fire flow numbers. He prefers the level be set at 250 gpm.

Harrison stated the fire marshal’s office has always worked with smaller businesses. The fire marshal has the option to negotiate increases or decreases, depending on the specifics of the situation. They’ve always worked with an applicant to come up with a mutually agreed upon approach. The proposals in this ordinance also allow further reductions with credits. This is the way the fire marshal’s office has always negotiated with project applicants. Nothing is different from the way the fire marshal’s office has historically operated. Mr. Honcoop and his community are concerned that there won’t be continuity in how the ordinance is administered. No one can guarantee continuity, but there’s a good chance for it. He’s made sure that the language in the ordinance is clear that increases and decreases can be discussed and considered. They are already almost eight months into this three-year code cycle. He suggests that the committee recommend to the Council approval of this ordinance. Allow him to work with the community, including the community that Mr. Honcoop represents, and see how this goes. They’ll be able to discuss this again.

Browne stated he’s sympathetic to Mr. Honcoop in terms of the impact on business. He’s experienced it personally. He understands the economic impact to farmers. His first obligation, however, has been to do no harm to employees. Employees have trusted him to be in compliance with the fire code. Their first responsibility is to public safety. People not in the fire business aren’t in a position to second-guess the fire code.
Harrison stated he shares Mr. Honcoop’s concerns and strives to come up with a reasonable balance. The table requires significant amounts of water storage, but in no place in Whatcom County have those storage amounts been required. If they allow people to not provide fire flow or not document any way that the fire flow is reasonable mitigated, the Washington Survey and Ratings Bureau (WSRB) will audit the fire district and downgrade the district because the code isn’t being applied. The district’s insurance rates will go up and the insurance rates of the people who are in that fire district will go up. The building services division, including the fire marshal’s office, is due for an audit by the Insurance Service Office, a partner of the WSRB. They will look at all the County’s codes and policies. What is written is important. They specifically adopted appendix chapters to set up the environment for the staff to negotiate and mitigate an acceptable fire flow response. However, what the County has written in codes and what those organizations will look at might potentially downgrade the county and affect everyone’s insurance rates.

Weimer referenced the staff report on Council packet page 194 asked if those items are outstanding. Harrison stated he fixed the first item on that page, section 15.04.040(A)(12)(d)(3).

Weimer referenced the second item on Council packet page 194 regarding section 15.04.040(A)(12)(d)(2) and moved to approve the staff’s recommendation of 500 gpm.

Browne stated he supports the motion. They must discuss the ability to provide fire flow in general water discussions. The County isn’t in a position to second-guess the international fire code.

Harrison stated there was discussion in the past about the cost of putting in a tank and fire infrastructure. Mr. Honcoop presented a set of standards and associated costs. He countered with a different set of standards and costs, but it was too hasty and didn’t include costs for in-ground piping and other associated infrastructure. The general cost of putting in additional fire flow infrastructure is somewhere in the range of $500,000, depending on several factors.

The motion carried by the following vote:

Ayes: Kremen, Weimer, Browne and Buchanan (4)
Nays: Brenner and Crawford (2)
Absent: Mann (1)

Harrison referenced appendix B and stated they’ve chosen to exercise the option to adopt table B105.1, with amendments, on Council packet page 226. The Council Planning Committee recommended changes to the duration column in December.

Honcoop submitted a comparison chart of Table B105.1 (on file) that includes the staff proposal, the current table in appendix B, and the table as proposed by former Councilmember Knutzen.

Harrison referenced Mr. Honcoop’s handout and stated a motivation to adjust the table was to provide lower flow rates and duration rates for smaller buildings. That’s exactly what they’ve proposed to do. In general, staff proposes a flow rate reduction of 250 gallons per minute and a reduced flow duration of ½ hour. Staff can and would make those kinds of adjustments.
Weimer asked the reason for former Councilmember Knutzen’s proposal. Harrison stated the significant reason may have been cost savings.

(2:26:17 PM)

Honcoop referenced his handout and stated the table is written for urban areas. The starting point for the chart is an urban setting, which has a developed water supply and good infrastructure. The issue is how a rural area accomplishes that. They had a proposal for 35,000-45,000 square foot berry processing and storage facility, with a total build out of 55,000 square feet. The City of Sumas has two water tanks, each with 500,000 gallons. That berry processing facility would have to provide more fire flow than the City of Sumas if it follows the chart, which is unworkable. The chart says the provisions are not mandatory unless referenced in the adopting ordinance, which this ordinance is. The staff proposal is to reduce the State urban table by 250 gpm over the urban standard across the board. Additionally, the duration is reduced from an urban standard. Former Councilmember Knutzen’s proposal does not change the gpm flow requirement. His proposal adjusted duration in some cases. Realistically, the durations of three and four hours won’t happen, because no city except maybe Bellingham can provide that duration. The flow limits will first come from what the city can supply, because a city won’t be able to produce that amount.

Browne read from the minutes regarding former Councilmember Knutzen’s reasons, including that processing facilities are being shut down because of fire flow requirements.

Harrison stated they worked out a modification to the system by eliminating one or two hydrants, proposed to use a water catchment system for fire storage to reduce the amount of lines they put in, and reduced the amount of storage because they were going to use a nearby pond. The water storage they were going to use would be charged by rainwater catchment. They agreed to about 100,000 gallons, because they were going to have that much storage anyway. The only reason that system hasn’t been installed is because the Department of Ecology has not agreed to rainwater catchment at those levels. They’re in the process of negotiating with the Department of Ecology. The fire flow requirement was not based on greenhouses. It was based on the attached storage warehouse, offices, and employee facilities that are directly attached to the greenhouse. The warehouse has significant capacity to store any kind of materials. The table would have required a significant amount of fire flow, but staff worked with the applicant to come up with a reasonable system.

Weimer asked if there are any businesses that have withdrawn their application due to fire flow issues. Honcoop stated it happens all the time. He is working on four right now. Improvements in the definitions are necessary improvements. He described an example in which a berry owner cannot create a secondary processing facility. His other clients include berry, ice cream, and potato processors.

Harrison stated they may have lost a couple of projects to Skagit County. Whatcom County can’t compete with Skagit County because Skagit County has a countywide public utility district, and they can get hydrants and fire flow anywhere. Whatcom County doesn’t have that luxury. They vetted the proposed model on other counties, and substantially based it on Pierce County. The initial fire flow for the greenhouse project was established...
before this proposal. This proposal has more flexibility and options. The model, including credits, is based on a model proposed by Pierce County, which has since abandoned this methodology and gone back to the original table, with a few modifications for smaller buildings. They explained it’s too problematic for them to administer. He doesn’t necessarily agree that it will be problematic in Whatcom County.

Weimer stated he’s not a fire professional and doesn’t understand the differences between the staff and Councilmember Knutzen’s proposal, so he tends to support the staff proposal.

**Browne moved** to accept the staff proposal for Table B105.1. Staff are involved in looking at fire flow. In the absence of obvious areas, they have to accept the staff recommendation. They must all work together to try and resolve the issue of giving agriculture the ability to have a hydrant anywhere in the county, as it is in Skagit County. Start with public safety first, and find a way to provide water long-term. He supports the staff recommendation.

The motion carried by the following vote:

**Ayes:** Crawford, Weimer, Browne and Buchanan (4)

**Nays:** None (0)

**Absent:** Brenner, Mann and Kremen (3)

**Buchanan moved** to recommend that the full Council introduce the ordinance.

The motion carried by the following vote:

**Ayes:** Crawford, Weimer, Browne and Buchanan (4)

**Nays:** None (0)

**Absent:** Brenner, Mann and Kremen (3)

**OTHER BUSINESS**

There was no other business.

**ADJOURN**

The meeting adjourned at 2:43 p.m.

The Council approved these minutes on ______________, 2014.

**ATTEST:**

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

______________________________  ______________________________
Dana Brown-Davis, Council Clerk   Carl Weimer, Council Chair
**TITLE OF DOCUMENT:**
Ordinance Regarding installation of stop signs on Brown Road at the intersection of Olson Road.

**ATTACHMENTS:**
1. Memo to County Executive and Council
2. Ordinance
3. Olson Road and Brown Road Intersection Traffic Study
4. Vicinity Map for intersection of proposed stop sign locations

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

To comply with RCW 46.61.200 and 47.36.110, it is found possible to modify traffic control signs on Brown Road at the intersection of Olson Road.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**
3/25/2014: Introduced

Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County’s website at: www.co.whatcom.wa.us/council.
MEMO TO: The Honorable Jack Louws, County Executive, and Honorable Members of the Whatcom County Council

Through: Frank Abart, Public Works Director

FROM: Joseph P. Rutan, P.E. County Engineer/Assistant Director

DATE: 3/6/2014

RE: Ordinance to Install Stop Signs on Brown Road at Olson Road

Requested Action:
This ordinance will allow for placement of stop signs on Brown Road at the intersection of Olson Road.

Background and Purpose:
Citizens have requested the placement of these stop signs based upon their experiences with accidents and "near miss" accidents at this intersection.

The Public Works Department has performed a stop sign warrant analysis per the guidance of the Manual of Uniform Traffic Control Devices (MUTCD). It has been determined that the reported data used to perform this analysis does not justify recommendation of stop signs on Brown Road at this time.

Citizens have provided anecdotal evidence to the County Executive of "near miss" accidents that are not reported and therefore not included in the stop sign warrant analysis performed by Public Works. The County Executive has requested this ordinance be considered and approved by the County Council to address these unreported incidents.

Information:
The intersection of Brown and Olson Roads is currently controlled by stop signs located on Olson Road. Placement of stop signs on Brown Road will make this intersection 4-way stop controlled.
WHEREAS, stop sign installation has been requested by a citizen; and

WHEREAS, in compliance with RCW 46.61.200 and 47.36.110, to install traffic control signs on certain County Roads; and

WHEREAS, it is found possible to install stop signs, to help control traffic, at the following location: Brown Road and Olson Road.

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that the following be added to the Whatcom County Code Section 10.16 as follows:

<table>
<thead>
<tr>
<th>Road Name</th>
<th>Direction - Stopping</th>
<th>Cross Street</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brown Road</td>
<td>Eastbound</td>
<td>Olson Road</td>
</tr>
<tr>
<td>Brown Road</td>
<td>Westbound</td>
<td>Olson Road</td>
</tr>
</tbody>
</table>

BE IT FURTHER ORDAINED that the County Engineer is hereby directed to install the appropriate signs and that the Whatcom County Sheriff be notified by a copy of this ordinance.

ADOPTED this ___ day of________________, 2014.

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

______________________________  ________________________________
Dana Brown-Davis, Council Clerk  Carl Weimer, Council Chair

APPROVED AS TO FORM:  ( ) Approved  ( ) Denied

______________________________
Chief Civil Deputy Prosecutor

______________________________
Jack Louws, Executive
Date: ________________________
Olson Road and Brown Road Intersection Traffic Study

A request from a citizen at a council meeting requested that the intersection of Olson Road and Brown Road should be an all way stop is the purpose of this study. A primary principle of traffic engineering is providing safe and quick as possible travel between destinations.

The traffic study consisted of 4 traffic counts located on all four approaches to the intersection, measuring intersection sight distance, review of collisions, review of signs and measurement of road and shoulder. Olson Road has a Federal Classification as a rural minor collector and Brown Road is classified as a local access road. Olson Road and Brown Road have 10 foot driving lanes with two foot gravel shoulders and both have a speed limit of 35 mph.

Speeds and Volumes
Traffic speed counts were taken on all four legs of the intersection starting December 17th through December 19th 2013. The count consists of volume, speed and percent trucks.

Counts:
Olson Rd.  820 ADT (North of intersection)
          745 ADT (South of intersection)
Brown Rd.  556 ADT (West of intersection)
          494 ADT (East of intersection)

Speed:  North of intersection  $85^{th}$ percentile 41.4 mph (Speed Limit 35 mph)
        South of intersection  $85^{th}$ percentile 38.0 mph (Speed Limit 35 mph)
        West of intersection  $85^{th}$ percentile 46.5 mph (Speed Limit 35 mph)
        East of intersection  $85^{th}$ percentile 45.4 mph (Speed Limit 35 mph)

Percent Trucks
North of intersection 1.6%  West of intersection 1.1%
South of intersection 1.7%  East of intersection 1.0%

Sight Distance
Sight distance was measured for the north and south bound directions of Olson Road. The sight distance was taken 10 feet back from the traveled way and at 3.5 feet in height for both vehicles. Minimum sight distance for a 35 mph road is 390 feet. In all direction the sight distance was measured to be greater than double the requirement.

Collisions
A review of collisions that we have received from the Washington State Patrol showed there have been six collisions in the last six years (2008-present) in the study area. There was one collision in 2009, two collisions in 2010, two collisions in 2011 and one in 2013. All were side impact, all in daylight hours and four being minor injury collisions.
Signs
Olson Road has stop signs in both directions with stop ahead signs for advance warning.

MUTCD Multi-Way Stop Applications Guidance

The Manual on Uniform Traffic Control Devices (MUTCD) is the standard for the installation of signs on roads in the United States. Guidelines within the manual help determine the proper locations to install traffic control devices. Multi-way stop control can be useful as a safety measure at intersections if certain traffic conditions exist. The following conditions were reviewed to determine if they meet any of the criteria for an all way stop;

1. Traffic signal justified No
2. Five or more correctable collisions No
3. Minimum volumes met No
4. Where no single criterion is satisfied No
5. Other criteria No

Conclusion
Olson Road is a rural minor collector road and is functioning in that manner with low traffic volume of around 800 ADT. The area is mostly rural with some driveway accesses and the road is narrow with little or no shoulders. The sight distance is good in all directions. All of the collisions that we have received were cause by drivers not yielding right of way at the stop condition. No criteria from the MUTCD have been meet to justify an all way stop at this location, therefore no change in the stop condition is recommended by the County Engineer.

The 85th percentile speeds on Olson Road are a little higher than would be expected for a 35 mph road. Enforcement of the speed limit should bring the speeds to a more acceptable level.
Vicinity Map: Proposed Stop Signs
Brown Rd. and Olson Rd.

City of Ferndale
TITLE OF DOCUMENT:
Repealing and Replacing Whatcom County Code Section 1.14, Electoral Precincts, to Amend Certain Election Precinct Boundaries, Approve New Precinct Boundaries as Necessary and Adopt a Book of Election Precinct Maps by Reference

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE: (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)
Changes are needed to correct certain precinct boundary lines in Whatcom County Code Section 1.14 due to annexations in the City of Bellingham and the City of Everson; to correct a scrivener’s error in the Congressional district boundaries; and to change boundaries to reduce the number of “splits” in designated precincts. This replaces the entire language of WCC 1.14, with new language creating a “Book of Election Precinct Maps” adopted by reference and available through the Whatcom County Council Office, the Whatcom County Auditor’s Office, and online.

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

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

REPEALING AND REPLACING WHATCOM COUNTY CODE SECTION 1.14, ELECTORAL PRECINCTS, TO AMEND CERTAIN ELECTION PRECINCT BOUNDARIES, APPROVE NEW PRECINCT BOUNDARIES AS NECESSARY AND ADOPT A BOOK OF ELECTION PRECINCT MAPS BY REFERENCE

WHEREAS, RCW 29A.16.050(1) mandates that every voting precinct must be wholly within a single congressional district, a single legislative district, and a single district of a county legislative authority; and

WHEREAS, annexations in July, 2013 to the cities of Bellingham and Everson divided some precincts of Whatcom County requiring that they and some adjacent precinct boundaries be redrawn resulting in the creation of a new precinct (268) and a change to an existing precinct (13) in the City of Bellingham, and a change to Precincts 402 and 146, respectively, in the City of Everson; and

WHEREAS, a scrivener's error was discovered in the district boundary between Congressional Districts One and Two resulting in the boundaries of Precincts 221, 160 and 159 being adjusted; and

WHEREAS, it has been determined that many of the existing precincts included a large number of "splits" due to the number of taxing districts within the precinct boundaries and that by adjust the boundary lines of certain precincts the number of "splits" could be reduced, namely, Precincts 102, 104, 105, 107, 108, 110, 111, 113, 114, 119, 124, 126, 127, 130, 131, 132, 133, 134, 135, 136, 140, 141, 144, 145, 146, 147, 153, 154, 156, 157, 158, 159, 160, 161, 163, 165, 168, 244, 250, 259, 263, 266, 610 and 611 having their boundaries adjusted and Precincts 109 and 128 being eliminated; and

WHEREAS, RCW 29A.16.040 requires the county legislative authority of each county in the state to divide the county into election precincts and establish the boundaries of the precincts and does not specify the format of the boundary descriptions; and

WHEREAS, it has been determined that it is more efficient to adopt precinct boundary maps and the county shape files as the precinct boundaries instead of written boundary descriptions; and

WHEREAS, RCW 29A.16.040(1) further provides that no precinct boundary changes may be made starting fourteen (14) days prior to the first day candidates may file for
NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that
Whatcom County Code Section 1.14 is hereby repealed and replaced in its entirety as
outlined in Exhibit A to this Ordinance.

BET IT FINALLY ORDAINED that all future amendments to election precinct
boundary maps will be adopted by the Whatcom County Council.

ADOPTED this ____ day of _________, 2014.

ATTEST:

Dana Brown-Davis, Clerk of the Council

Carl Weimer, Council Chair

WHATCOM COUNTY EXECUTIVE
APPROVED AS TO FORM:

Royce Buckingham
Civil Deputy Prosecutor

Jack Louws, County Executive

( ) Approved     ( ) Denied

Date Signed: ______________________
EXHIBIT A

1.14 ELECTION PRECINCT BOUNDARIES

The Whatcom County election precinct boundaries as drawn by the Whatcom County Auditor are set forth in a Book of Election Precinct Maps dated ______________, adopted by reference and available through the Whatcom County Council Office, the Whatcom County Auditor’s Office, and online through the Election page at the Whatcom County Auditor’s homepage, http://www.co.whatcom.wa.us/auditor/.
Book of Election Precinct Maps

Maintained by:
Whatcom County Auditor’s Office
Registration & Election Division
311 Grand Ave. #103
Bellingham, WA
(360) 676-6742
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BOOK OF PROPOSED MAPS ON FILE IN THE COUNTY COUNCIL OFFICE, 311 GRAND AVENUE

AB2014-130
**Title of Document:**
Ordinance to adopt the 2012 editions of the International Codes, and the 2012 Uniform Plumbing Code, consistent with State law and including WA State and Whatcom County Amendments to the Codes.

**Attachments:**
Cover sheet, Ordinance and signature page

**Summary Statement or Legal Notice Language:**
(If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)

An ordinance to update and revise WCC Chapter 15 and adopt the 2012 editions of the International Codes published by the International Code Council, the Uniform Plumbing Code, consistent with Washington State law, also including the Washington State and Whatcom County Amendments to the 2012 International Codes. In accordance with Washington State law, the adopted codes are to be effective July 1, 2013.

This ordinance adopts the 2012 editions of the IBC, IRC, IFC, IMC, IFGC, UPC, referenced standards, all Washington State Amendments to the adopted codes and all Whatcom County Amendments to the adopted codes for administration, appendices and enforcement, as set forth in WCC Chapter 15.

**Committee Action:**
- 7/23/2013: Staff report presented, but not discussed. Referred to Planning Committee at a later date.
- 12/10/2013: Held in Committee
- 1/28/2014: Held in Committee

**Council Action:**
- 2/25/2014: Introduced
- 3/11/2014: Held in Public Works Committee
- 4/08/2014: Council

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Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County’s website at: [www.co.whatcom.wa.us/council](http://www.co.whatcom.wa.us/council).
ORDINANCE NO. __________
An Ordinance adopting the Current State Building Code and Repealing the Existing Title 15 of the Whatcom County Code

Whereas, the Whatcom County Council held a public hearing on _____, 2013 to review staff findings and recommendations, and to consider any public testimony and written correspondence regarding Whatcom County Code Title 15, Buildings and Construction; and

Whereas, chapter 19.27 RCW requires Whatcom County to administer and enforce the State Building Code in the unincorporated areas within its boundaries; and

Whereas, the purpose of these codes is to promote the health, safety and welfare of the occupants or users of buildings and structures and the general public by the provision of building codes in Whatcom County; and

Whereas, RCW 19.27.040 allows local jurisdictions to adopt appropriate amendments to the State Building Code; and

Whereas, modifications and/or amendments to the State Building Code as it applies to Whatcom County are desirable for various reasons; and

Whereas, the State Building Code Council requires adoption of the 2012 edition of these International Codes; the 2012 edition of the Uniform Plumbing Code; the 2012 edition of the State of Washington Energy Codes; and the 2012 editions of the State of Washington Amendments and other referenced codes, with further Whatcom County amendments, by July 1, 2013;
NOW, THEREFORE, BE IT HEREBY ORDAINED that:

Section 1. Title 15 of the Whatcom County Code is repealed in its entirety:

Section 2. A new Title 15 is hereby adopted as shown in Exhibit A to this Ordinance.

Section 3. Adjudication of invalidity of any of the sections, clauses, or provisions of this Ordinance shall not affect or impair the validity of the Ordinance as a whole or any part thereof other than the part so declared to be invalid.

ADOPTED this _______ day of ______________, 2014.

ATTEST:

______________________________
Dana Brown-Davis, Council Clerk

______________________________
Carl Weimer, Council Chair

APPROVED as to form:

______________________________
Civil Deputy Prosecutor

( ) Approved   ( ) Denied

______________________________
Jack Louws, Executive

Date: _________________________
EXHIBIT A
Chapter 15.04
BUILDING CODES

Sections:
15.04.010 Adoption of referenced codes.
15.04.015 Department of Building Safety.
15.04.020 Amendments to the International Building Code.
15.04.030 Amendments to the International Residential Code.
15.04.040 Amendments to the International Fire Code.
15.04.050 Permit expirations and violations of the above referenced codes.

15.04.010 Adoption of referenced codes.

Whatcom County hereby adopts the following codes, as amended by the Washington State Building Code Council pursuant to RCW 19.27.074 and Chapter 51-50 70.92 or successor, for the purpose of establishing rules and regulations for the construction, alteration, removal, demolition, equipment, use and occupancy, location and maintenance of buildings and structures, including permits and penalties.

A. The 2009 2012 International Building Code, including the 2012 International Existing Building Code; Appendix B, except as amended per Ordinance #2007-024, Board of Appeals; and including Appendices C, E and J, as published by the International Code Council, hereinafter referred to as the IBC, as modified by Chapter 51-50 WAC or successor, and as amended in WCC 15.04.015, 15.04.020 and 15.04.050 is hereby adopted by reference.

B. The 2009 2012 International Residential Code, including Appendix E, G, and K, R and S as published by the International Code Council, hereinafter referred to as the IRC, and as modified by Chapter 51-51 WAC or successor and as amended in WCC 15.04.030 and in 15.04.050, is hereby adopted by reference with the following additions, deletions and exceptions: Provided that Chapters 11 and 25-42 of this code are not adopted.

C. The 2009 2012 International Fire Code, including Appendices A, B, C, and D and latest supplements, as published by the International Code Council, hereinafter referred to as the IFC, as modified by Chapter 51-54A WAC or successor, and as amended in WCC 15.04.040 and 15.04.050.

D. The 2009 2012 International Mechanical Code, including Appendix A, as published by the International Code Council, hereinafter referred to as the IMC, as modified by Chapter 51-52 WAC and as amended by WCC 15.04.050 or successor.

E. The 2009 2012 International Fuel Gas Code, as published by the International Code Council, hereinafter referred to as the IFGC, as modified by Chapter 51-52 WAC and as amended by WCC 15.04.050 or successor.

G. Except as provided in RCW 19.27.170, the 2009 2012 Uniform Plumbing Code, Uniform Plumbing Code Standards (IAPMO/ANSI UPC 1-20092012), and including Appendix A, B, C and I, as published by the International Association of Plumbing and Mechanical Officials, hereinafter referred to as the UPC, as modified by WAC 51-56 and as amended by WCC 15.04.050 or successor.


K. Design data for Whatcom County shall be per Section 15.04.030, Subsection D, item #1.

15.04.015 Department of Building Safety

Section 103 is amended as follows:

103.1 Creation of enforcement agency. The Department of Building Safety is hereby created and the official in charge thereof shall be known as the Building Official. The Department of Building Safety is hereby referred to as the Building Services Division of the Whatcom County Planning and Development Services Department (WCPDS).

103.2 Appointment. The Assistant Director is appointed by the Director of WCPDS as the Building Official. In the event of new or temporary department or organizational circumstances, the Director may appoint and alternate designee at his or her discretion. The Department Director is the Building Official. The Director may appoint an alternate designee at his/her discretion.

103.3 Deputies. In accordance with the prescribed procedures of this jurisdiction and with the concurrence of the appointing authority, the Building Official shall have the authority to appoint a deputy building official, the related technical officers, inspectors, plans examiners and other employees. Such employees shall have powers as delegated by the Building Official.
15.04.020 Amendments to the International Building Code.

A. The IBC is amended as follows:

1. Section 104.1 is amended with the following additional language:

The Building Official defers to WCC Title 17, Flood Damage Prevention, and per associated requirements of the Endangered Species Act (ESA), to be administered by Public Works, River and Flood Division, for all matters related to flood review of building permits.

2. Section 105.1, Required, is amended to include the following:

a. Commercial project proposals require pre-screening for a waiver (from pre-application meeting) or a pre-application meeting prior to permit application submittal. Pre-screening may be waived at the discretion of the Building Official for minor projects such as simple signs, single unit small equipment foundations, and projects of similar minor scale and impact. Information and document submittals for the purposes of waiver or pre-application are not intended to meet the standard for a complete permit application and do not constitute project vesting. However, information, requirements and conditions received by the applicant(s) and/or their agents or consultants for a given project proposal, as part of the waiver or pre-application process, will be considered vested, regardless of change of adopted codes or regulations, if a complete permit application is received within 30 consecutive days from the date of waiver or pre-application meeting. Such information, requirements and conditions are not intended or represented as a complete or comprehensive list of project requirements. Significant changes in the scope of a project proposal may require additional screening for another waiver or pre-application meeting.

b. Whatcom County (the County) may require that a covenant or agreement be recorded against the deed(s) applicable to the location and/or operation of a given project to inform future property owners of the current restrictions or approved land uses. The County may draft the covenant or agreement upon whatever terms the County in its discretion deems proper.

c. A coordinated master site plan (MSP), demonstrating consistency in the layout of the project proposal with all applicable regulatory requirements, is required to be submitted by the applicant and/or project design professional in substantial charge prior to permit issuance. In general, a coordinated MSP will be required for projects exceeding a construction value of $200,000.00, but may be required for any project the Building Official deems necessary. County staff will review the site plan(s) in the application file for regulatory conflicts and discrepancies prior to plan check. County staff will notify the applicant and/or design professional of identified conflicts or discrepancies to be reconciled. The master site plan may be one page which incorporates all
applicable regulatory review overlays when practical. It may also include multiple overlay pages for readability purposes provided they have been verified by County staff for regulatory consistency. Once the coordinated MSP has been reviewed and approved, application review processing will continue.

d. A state licensed contractor may obtain a permit, as required by the mechanical and plumbing codes, through mail-in applications for work not exceeding $10,000 valuation and not requiring plans and specifications and not in conflict with state or local zoning and environmental policies and with the prior approval of the building official.

e. The applicant shall fill out in full the forms furnished for that purpose, and attach thereto the full amount of moneys that are required for fees as required in the respective codes. The application shall contain all information necessary to the lawful enforcement of the provisions of the respective codes. The applicant shall file all forms with fees.

f. No person, firm, partnership, corporation or other entity shall perform work as provided herein until such time as they receive verification of approval of their application by the county building official and have been given written notice of a valid permit.

g. Any violation of this chapter shall be cause for the building official to revoke the mail-in applications privilege of the violator. Upon written notice of revocation, all provisions of the mechanical and plumbing codes superseded by this chapter shall resume in full force and effect as to the person or industrial plant whose application has been revoked.

3. Section 105.2, Work exempt from permit, is amended to read as follows:

a. One-story detached, non-occupied accessory structures without basements, used as tool and storage sheds, playhouses and similar uses, provided that 1.) The floor area does not exceed 120 square feet. [11 sq. m] 2.) Accessory structures maintain a minimum separation of 10 [ten] feet [3048 mm] between exterior walls, and a minimum separation of 8 [eight] feet [2438 mm] between eaves of adjacent buildings on the same property and 3.) Provided that accessory structures meet all applicable setback requirements.

b. Fences not over 7 feet (2134 mm) high.

c. Oil derricks.

d. Retaining walls that are not over 4 feet (1219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting surcharge or impounding Class I, II, or IIIA liquids.

e. Water tanks supported directly on grade if the capacity does not exceed 5,000 gallons (18,925 L). And the ratio of height to diameter or width does not exceed 2 to 1.
f. Sidewalks, walking surfaces, and driveways not more than 30 inches (762 mm) above grade and not over any basement or story below and are not part of an accessible route.

g. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.

h. Temporary motion picture, television and theater stage sets and scenery.

i. Prefabricated swimming pools installed entirely above-ground, accessory to a Group R-3.

j. Shade cloth or soft cover structures constructed for nursery or agricultural purposes and not including service systems.

k. Swings and other playground equipment.

l. Window awnings in Group R-3 and U occupancies, supported by an exterior wall which do not project more than 54 inches (1372 mm) from the exterior wall and do not require additional support.

m. Nonfixed and movable fixtures, cases, racks, counters and partitions not over 5 feet 9 inches (1753 mm) in height.

n. Bridges, box culverts and similar passageway structures built over depressions or obstacles, herein after referred to as bridges, are structures and therefore not exempt per IBC Section 105.2, except as interpreted and quantified in Building Services Division Code Interpretation #2002-05. Bridges shall be designed and constructed per the current adopted Whatcom County Development Standards (WCDS), Chapter 5, Road Standards, Section 513, Bridges and Associated Retaining Walls; and per applicable portions of IFC Section 503. Bridges constructed as a requirement or condition of subdivision or short subdivision approval, per Whatcom County Land Division Regulations, Title 21, and which receive final approval from the Public Works Technical Administrator, shall be deemed by the Building Official to have met the permit requirements per IBC Section 105. The Technical Administrator is designated as the County Engineer, per WCDS, Chapter 5, Road Standards, Section 502.

4. Section 105.3, Application for Permit, is amended to include the following:

To obtain the permit, the applicant shall first file an application therefore in writing on a form furnished by the department of building safety for that purpose. Such application shall:

1. Identify and describe the work to be covered by the permit for which application is made.
2. Describe the land on which the proposed work is to be done by legal description, street address or similar description that will readily identify and definitely locate the proposed building or work.

3. Indicate the use and occupancy for which the proposed work is intended.

4. Be accompanied by construction documents and other information as required in Section 107.

5. State the valuation of the proposed work.

6. Be signed by the applicant, or the applicant's authorized agent.

7. Include signature by the applicant or the applicant's authorized agent of a statement for guarantee of fee payment. The statement must be signed in the presence of County staff or staff will provide a statement which includes verification of signature by a licensed notary public.

8. Provide verification of approval to connect to a public sewer system or a septic system installation permit issued by the Whatcom County Environmental Health Department for any permit application that requires sewage disposal. The approval to connect or issued septic system permit shall be specific to the project application.

9. Provide additional data and information in the designated sequence, as required by the Building Official.

5. Section 105.5, Expiration, is amended to include the following:

Land Disturbance permits issued for grading activity shall expire if work authorized is not commenced within 180 days of issuance unless a phased plan has been approved by the Technical Administrator. The Technical Administrator is authorized to grant one extension of 180 days if the request is submitted prior to expiration of the permit. The extension shall be requested in writing and justifiable cause(s) demonstrated. If the project is located within a water resource special management area and subject to seasonal clearing activity limitations the extension shall begin at the commencement of the construction season, pursuant to WCC 20.80.735.

Grading permits also expire and become invalid when the total approved volume has been placed into or excavated from the approved area.

6. Section 107.2 is amended to include the following:

Construction documents may be submitted in Standard English or Metric measurement. However, the Building Official may require, at his/her discretion, that the construction documents be converted by the applicant.
from/to either system of measurement, or require documents to include both systems of measurement prior to document submittal.

7. Section 109, Refunds, is amended to include the following policy:

The refund policy applies to the current editions and amends the respective Sections of the IBC, Section 109; IRC, Section R108.5; IFC, Section 113.5; IMC, Section 106.5.3; IFGC, Section 106.6.3; and UPC, Section 103.4.5, as adopted per WCC 15.04.010.

The Building Official may authorize refunding any fee hereunder which was erroneously paid or collected at 100%.

The Building Official may authorize refunding of not more than 80% of the fee paid for a building permit when no work has been done under a building permit issued in accordance with the current editions listed in this policy.

The Building Official may authorize refunding of not more than 80% of the plan review fee paid when an application for a building permit for which a plan review fee has been paid is withdrawn or cancelled before any plan reviewing is done.

The Building Official shall not authorize the refunding of any fee paid, except upon written application filed by the original permittee not later than 180 days after the date of fee payment.

8. Section 113, Board of Appeals, is amended as follows:

Appeals related to grading activity, per Appendix J and as amended per Section 15.04.020, Subsection B, which include, are associated with in any way, or promulgated within any regulated critical areas, per WCC Chapter 16, are according to the provisions of WCC Sections 16.16.280 and 16.16.285 and shall be the decision of the Whatcom County Hearings Examiner.

B. Appendix J, Grading is amended as follows:

1. IBC Section 104.1 is amended per WCC 15.04.020, Subsection B, including an additional paragraph to read as follows:

The Director of the Planning and Development Services Department or the Director's designee also referred to herein as the Technical Administrator, is hereby authorized and directed to enforce the provisions of IBC Appendix J, Grading, including as amended in WCC Chapter 15, Section 15.04.020. The Technical Administrator shall have the authority to render interpretations of the amended Appendix and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall be in compliance with the intent and purpose of amended Appendix J.
Such policies and procedures shall not have the effect of waiving requirements specifically provided for in amended Appendix J.

2. The following definitions are added to Section J102.1:

a. EARTH MATERIAL: Any rock, natural soil or any combination thereof.

b. CRITICAL AREAS: The following areas as regulated under WCC 16.16 shall be regarded as critical areas along with associated buffers identified under WCC 16.16:

i. Geologically hazardous areas.

ii. Frequently flooded areas.

iii. Critical aquifer recharge areas.

iv. Wetlands.

v. Fish and wildlife habitat conservation areas.

c. ORDINARY HIGH WATER MARK: The mark on all lakes, rivers, streams and tidal water that will be found by examining the beds and banks and ascertaining where the presence and action of waters are so common and usual and so long continued in all ordinary years, as to mark upon the soil a character distinct from that of the abutting upland in respect to vegetation.

3. The following shall be added to Section J103.1:

Upon receipt of a fill and grade permit application on properties within 500 feet of a site known to contain archaeological resources that are outside of the Shoreline Management Program Jurisdiction (WCC Title 23) and/or the Point Roberts Special District (WCC 20.72), the County shall notify the applicant that the projects location is within an archaeologically sensitive area and Federal, State and Tribal Laws and Regulations pertaining to cultural resources may apply.

Grading permit expiration is per IBC Section 105.5 as amended.

4. The numbered exemption list of Section J103.2, Exemptions, is amended as follows:

1. Grading in an isolated, self-contained area, provided there is no danger to the public, and that such grading will not adversely affect adjoining properties or critical areas and further provided that the activity occurs outside of the jurisdiction of the Whatcom County Shoreline Management Program (WCC Title 23) and fill does not exceed 250 cubic yards and is associated with a residence authorized by a valid building permit.
2. Excavation for construction of a structure permitted under this code provided that said construction has been duly reviewed for compliance with the Whatcom County Shoreline Management Program (WCC Title 23) and the Whatcom County Critical Areas Ordinance (WCC 16.16).

3. Cemetery graves

4. Refuse disposal sites controlled by and appropriately permitted in accordance with other regulations.

5. Excavations for wells or trenches for utilities provided the activity occurs outside of the jurisdiction of the Whatcom County Shoreline Management Program (WCC Title 23) and there are no adverse impacts to critical areas.

6. Mining, quarrying, excavating, processing or stockpiling rock, sand, gravel, aggregate or clay controlled by other regulations, provided the activity occurs outside of the jurisdiction of the Whatcom County Shoreline Management Program (WCC Title 23) and such operations do not affect the lateral support of, or significantly increase stresses in soil on adjoining properties, or adversely impact critical areas.

7. Exploratory excavations performed under the direction of a registered design professional provided that said excavations have been duly reviewed for compliance with the Whatcom County Shoreline Management Program (WCC Title 23) or critical areas ordinance.

8. A fill less than 1 foot in depth and placed on natural terrain with a slope flatter than 1 unit vertical in 5 units horizontal (20% slope) or less than 3 feet in depth, not intended to support structures, that does not exceed 50 cubic yards on any one lot and does not obstruct a drainage course or otherwise impact critical areas provided the activity occurs outside of the jurisdiction of the Whatcom County Shoreline Management Program.

9. Exemptions listed per WCC 20.80.733.

5. The following site plan requirements are added to J104.2:

a. In addition to the provisions of Section 107, a grading plan shall show the existing grade and finished grade in contour intervals of sufficient clarity to indicate the nature and extent of the work and show in detail that it complies with the requirements of this code.

b. The plans shall show the existing grade on adjoining properties in sufficient detail to identify how grade changes will conform to the requirements of this code.
c. The plans shall show erosion control types and locations, natural features (slopes, streams, wetlands, ponds, etc.), forested or treed areas, ditches, culverts, wet areas, flow directions, critical area boundaries, the Ordinary High Water Mark (OHWM) of any water body regulated by the Whatcom County Shoreline Management Program and any other information deemed necessary by the Building Official.

6. J104.3, Geotechnical report, is amended as follows:

When required by the Technical Administrator, a geotechnical report prepared by a registered design professional shall be provided. The report shall contain at least the following:

1. The nature and distribution of existing soils;

2. Conclusions and recommendations for grading procedures;

3. Soils design criteria for any structures or embankments required to accomplish the proposed grading;

4. Where necessary, slope stability studies, and recommendations and conclusions regarding site geology; and

5. Unless approved by the Technical Administrator, a building permit shall not be issued on approved fills without an engineered soils report and proof of supervised, monitored placement by the registered design professional.

6. Additional information may be required at the discretion of the Technical Administrator.

7. The Technical Administrator may require a geotechnical report be prepared by a registered design professional to determine the quantity of unpermitted fill brought to a site without a valid permit, as required by this chapter.

Exception: A geotechnical report is not required where the Technical Administrator determines that the nature of the work applied for is such that a report is not necessary.

7. Add the following as Section J104.5, Surface mining report:

Grading permit plans associated with surface mining shall be consistent with a surface mining reclamation plan as required and approved by the Washington Department of Natural Resources.

(Ord. 2004-064 § 2).
15.04.030 Amendments to the International Residential Code.

A. Section R105.1, Required, is amended as follows:

Whatcom County (the County) may require that a covenant or agreement be recorded against the deed(s) applicable to the location and/or operation of a given project to inform future property owners of the current restrictions or approved land uses. The County may draft the covenant or agreement upon whatever terms the County in its discretion deems proper.

B. Section R105.2, Work exempt from permit, is amended to read as follows:

1. One-story detached, non-occupied, accessory structures without basements, used as tool and storage sheds, playhouses and similar uses, provided that 1.) The floor area does not exceed 200 sq. ft. [18.58 sq. m] and 2.) Provided that accessory structures meet all applicable setback requirements.

2. Fences not over 6-7 feet (2134 mm) high.

3. Retaining walls that are not over 4 feet (1219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge.

4. Water tanks supported directly upon grade if the capacity does not exceed 5,000 gallons (18,927 L). And the ratio of height to diameter or width does not exceed 2 to 1.

5. Sidewalks, walking surfaces, and driveways not more than 30 inches above grade and not over any basement or story below.

6. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.

7. Above ground pre-fabricated pools.

8. Swings and other playground equipment.

9. Window awnings supported by an exterior wall which do not project more than 54 inches (1372 mm) from the exterior wall and do not require additional support.

10. Uncovered decks not exceeding 200 square feet (18.58 sq. m) in area, that are no more than 30 inches (762 mm) above grade at any point, are not attached to a dwelling, and do not serve the exit door required by Section R311.4.

C. R105.3, Application for permit, is amended to include the following:
To obtain the permit, the applicant shall first file an application therefore in writing on a form furnished by the department of building safety for that purpose. Such application shall:

1. Identify and describe the work to be covered by the permit for which application is made.
2. Describe the land on which the proposed work is to be done by legal description, street address or similar description that will readily identify and definitely locate the proposed building or work.
3. Indicate the use and occupancy for which the proposed work is intended.
4. Be accompanied by construction documents and other information as required in Section 107.
5. State the valuation of the proposed work.
6. Be signed by the applicant, or the applicant’s authorized agent.
7. Include signature by the applicant or the applicant’s authorized agent of a statement for guarantee of fee payment. The statement must be signed in the presence of County staff or staff will provide a statement which includes verification of signature by a licensed notary public.
8. Provide verification of approval to connect to a public sewer system or a septic system installation permit issued by the Whatcom County Environmental Health Department for any permit application that requires sewage disposal. The approval to connect or issued system permit shall be specific to the project application.
9. Provide additional data and information in the designated sequence, as required by the Building Official.

D. Table R301.2 (1) Design Data for Whatcom County is amended as follows:

1. GROUND SNOW LOAD TABLE, JANUARY 1997..

<table>
<thead>
<tr>
<th>Whatcom County</th>
<th>Approx. Average Elevation</th>
<th>Revised Ground Snow Load</th>
<th>Revised Roof Snow Load</th>
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</thead>
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<td>25</td>
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<tr>
<td>Bellingham</td>
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<tr>
<td>Blaine</td>
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<td>16</td>
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</tr>
<tr>
<td>Location</td>
<td>Snow Load</td>
<td>Load</td>
<td>Criteria</td>
</tr>
<tr>
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<td>----------</td>
</tr>
<tr>
<td>Deming</td>
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<td>25</td>
</tr>
<tr>
<td>Diablo</td>
<td>910</td>
<td>100</td>
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<tr>
<td>Ferndale</td>
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<tr>
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<tr>
<td>Lynden</td>
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<tr>
<td>Maple Falls</td>
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<tr>
<td>Pt. Roberts</td>
<td>120</td>
<td>25</td>
<td></td>
</tr>
</tbody>
</table>

Footnotes:

1. Any proposal can challenge the above design load with engineer or architect stamped and signed calculations and criteria.

Buildings where the roof snow load exceeds 30 psf may require architect or engineer review.

Recommendations are valid for the recognized central area of each regional designation. Building Services reserves the right to adjust the roof snow load based on building location and/or criteria per the 2012 IBC and/or the most current edition of the Snow Load Analysis for Washington.

2. Wind Speed (mph): 85 mph. Wind Speed (mph): IRC - 85 mph [Figure R301.2(4)B]; IBC Risk Category I - 100 mph [Figure 1609C]; IBC Risk Category II - 110 mph [Figure 1609A]; IBC Risk Category III and IV - 115 mph [Figure 1609B]

3. Seismic Design: Zone D0/D1; Design Category D (See IBC Section 1613 and/or ASCE 7)

4. Subject to Damage from Weathering: Moderate

5. Frost Line Depth: 18" (west of longitude 122° 54' 30", approximately at mile post 35 of State Route 542, Mt. Baker Highway)

6. Termite: None

7. Decay: Moderate
8. Winter Design Temp: 19 °F
9. Ice Shield Underlayment Req.: No
10. Air Freezing Index: 260
11. Mean Annual Temperature: 48 °F

E. Appendix E, Manufactured Homes, is entirely replaced with the following:

This chapter is enacted as an exercise of the police power of the county for the benefit of the public at large. It is not intended to create a special relationship with any individual, or individuals, nor to identify and protect any particular class of persons.

The purpose of this chapter is to provide minimum standards to safeguard life or limb, health or property, and public welfare, by regulating and controlling the installation of manufactured homes on building sites within the county.

It is not the intent of this chapter to impose liability upon the county for failure to perform any discretionary act. Rather, it is the intent of this chapter to place the obligation of complying with its requirements upon the installer. Nothing contained in this chapter shall be construed to relieve from or to lessen the responsibility or liability of any person for injury or damage to persons or property caused by or resulting from any defect of any nature in any manufactured home installation work performed by said person or in any manufactured home installation equipment owned, controlled, operated or used by him; nor shall Whatcom County, or any officer, agent, or employee thereof, incur or be held as assuming any liability by reason or in consequence of any permission, certificate of inspection, inspection or approval authorized herein, or issued or given as herein provided, or by reasons or consequence of any things done or acts performed pursuant to the provisions of this chapter.

1) SCOPE

This chapter sets forth rules and regulations to regulate and control the installation of manufactured homes on building sites, establishes an administrative procedure for the issuance of permits, and provides for the inspection of manufactured home installations.

2) DEFINITIONS

a. ADMINISTRATIVE AUTHORITY is the Department of Planning & Development Services, the Building Services Division, and the Whatcom County Building Official.
b. BUILDING OFFICIAL is the Director of the Planning & Development Services Department or his/her designee. See Section 15.04.015.

c. BUILDING SITE is any site proposed for the location of a manufactured home including sites within mobile home parks.

d. HUD is the Federal Department of Housing and Urban Development.

e. INSTALLER shall either be the owner or a State licensed mobile home installer.

f. MANUFACTURED HOME means a structure designed and built to comply with the Washington State Department of Labor and Industry’s rules and regulations for Manufactured Homes and Commercial Coaches. It is also defined and cross-referenced per the current adopted edition of the IRC, SECTION R202, DEFINITIONS, MANUFACTURED HOME.

g. MOBILE HOME is a transportable, factory-built dwelling unit constructed prior to June 15, 1976 (prior to enactment of National Manufactured Housing Construction & Safety Standards [NMHCSS] Act of 1974).

h. PERMANENT FOUNDATION means concrete blocks on a concrete footing or slab, or other approved engineered foundation systems.

3) GENERAL INSTALLATION REQUIREMENTS

a. Manufactured homes installed on building sites shall be installed in accordance with the provisions of this chapter and all applicable local, state, and federal codes, ordinances, and statutes.

b. Manufactured homes shall be installed in compliance with the manufacturer’s installation recommendations or according to NCSBCS/ANSI A225.1-1994; permanent foundation requirements. The manufacturer or dealer shall send two copies of its approved installation recommendations to the purchaser of the manufactured home. Two copies shall be submitted with the building permit application.

c. No person, firm, partnership, corporation, or other entity may install a manufactured home unless he/she owns the manufactured home, or is a licensed manufactured home installer.

d. All manufactured home installations shall comply with the requirements of the IRC Section R403.1.7.3, Foundation Elevation, and with the following: On graded sites, the top of any exterior foundation shall extend above the elevation of the street gutter at point of discharge or the inlet of an approved drainage device a minimum of 12 inches plus 2 percent. The Building Official may approve alternate elevations, provided it can be demonstrated that required drainage to the point of discharge and away from the structure is provided at all locations on the site. The following provisions shall be made to
prevent standing water under and around a building or structure prior to the final inspection. The finished grade and elevation under the building shall be above the ground drainage flow of the land around the building to prevent surface or sub-surface water from draining to the space under the building, provided that other approved alternates such as drain tile, exterior grading to a point lower than the interior drainage of the building or an approved sump pump may be used, and provided further that the alternate method to be used shall be shown on the building plans. An approved sump pump system shall in no case be connected to the sanitary sewer system. In all instances where a drainage or sump pump system is installed under the structure there shall be provided, in the foundation wall, an access crawl hole which shall be no more than 20 feet from the main drain cleanout. To facilitate the drainage of water, the building site shall have at least a 2% gradient towards approved drainage facilities from building pads. However, this may be waived by the building official provided that the permittee can demonstrate that due to the nature of the site this would be impractical and that an approved alternate will be used. If water appears under the building within a period of 12 months after the final inspection of the building or structure, the builder shall be responsible for providing the drainage of the same, and provided further that the builder has not complied with the requirements of Section 1804.7 herein, concerning drainage. Thereafter, the owner of the building shall be responsible for providing drainage of the same, except where owner and builder agree otherwise.

e. In those areas that are recognized as floodplains by the Washington State Department of Ecology or the Department of Homeland Security, or hazardous because of the probability of earthquakes, ground slides, avalanches, or high winds, the building official may set requirements that are necessary to lessen the hazards. Manufactured homes installed on sites that are sloping or have poor drainage shall be installed in accordance with installation recommendations, provided by a professional engineer or architect licensed in the state of Washington.

f. Manufactured homes in a floodplain must be installed per the applicable provisions of Whatcom County Code, Title 17, Flood Damage Prevention, and per associated requirements of the Endangered Species Act (ESA).

g. Used mobile homes older than 1976, require a fire/life safety inspection by the State Dept. of Labor & Industries prior to building permit submittal.

4) PERMITS REQUIRED

No person, firm, or corporation shall install or cause to be installed any manufactured home on a building site without having first obtained a building permit and a manufactured home dealer shall not deliver a manufactured home to a building site until that dealer has verified that the installer has obtained the necessary building permits.
5) APPLICATION REQUIREMENTS

In addition to the building permit application and issuance regulations, the following shall apply to manufactured home installations: separate application shall be required for each manufactured home installation. The application shall be made upon forms provided by the administrative authority and shall be accompanied by the permit fee established herein.

a. A separate application shall be required for each manufactured home installation. The application shall be made upon forms provided by the administrative authority and shall be accompanied by the permit fee established herein.

b. Each application shall be accompanied by a plot plan drawn to scale with detail sufficient to show that the installation will meet siting requirements of all applicable state and local regulations.

c. Applications for manufactured homes to be installed on building sites or sites within a mobile home park shall be accompanied by two sets of foundation plans for a permanent foundation.

6) INSPECTION

Approved installation specifications shall be available at the site at the time of inspection of the installation. In the event that no approved installation specifications are available or the approved specifications as provided above do not cover all the installation requirements of this chapter, then the total installation of the portions thereof not covered by the approved specifications shall comply with the appropriate provisions of this code.

a. On building sites other than those in mobile home parks, the installer of the manufactured/mobile home shall request a footing inspection after the placement of the footing forms and rebar and prior to pouring or placing the footings, a tie-down inspection and a final inspection after all aspects of the installation have been completed. For mobile home park installations, the installer shall request a final inspection after all aspects of the installation have been completed. All requests for inspection shall be made one working day before such inspection is desired.

b. The manufactured/mobile home may be occupied once the installation has passed final inspection for compliance with the requirements of this chapter and any conditions placed upon the issued permit.

c. If the installation does not comply with the installation requirements of this chapter and the conditions of the installation permit, the local enforcement agency shall provide the installer with a list of corrections that the installer must make. The list of corrections shall state a date by which the corrections must be completed. If the items that require correction do not endanger the health or safety of the occupants, or substantially affect the habitability of the
manufactured/mobile home, the local enforcement agency may permit the owner of the home to occupy it.

7) BUILDING SITE PREPARATION

A manufactured home may not be installed on a building site unless the ground at the site has adequate compaction and load-bearing ability to meet the support requirements of (3)(d) or, if the building site is in a mobile home park, the park owner must insure that the ground on which the mobile home is to be installed has been improved as necessary to provide a proper base for the mobile home and that the area beneath the mobile home has adequate drainage.

8) FOUNDATION SYSTEM FOOTINGS

a. Footings shall be constructed of solid concrete per the manufacturer's installation specifications or an approved alternate method.

b. Four-inch slab with thickened footings, extending 18 inches below existing grade, 16 inches diameter concrete posts, spaced according to the applicable requirements of NCSBCS/ANSI A225.1-1994, with a four-inch concrete slab and Z hook for positive connection between post and slab, if in a flood plain.

c. Footings shall be:

i. Evenly bedded and level;

ii. Placed on firm, undisturbed or compacted soil that is free of organic material;

iii. Centered in a line under the main frame longitudinal members on both sides of the manufactured home;

iv. Spaced not more than eight feet apart and no more than two feet from the ends of the main frame. The building official may require a closer spacing, depending on the load bearing capacity of the soil or the specifications in the manufactured home installation manual.

d. A manufactured home with more than one section must have center line blocking at end walls and at other points of connection of the sections of the manufactured home that have ridge beam bearing support. Blocking is also required at both ends of a door opening that is six feet or more wide in an exterior wall.

e. If a manufactured home requires footings on its exterior perimeter, as specified by the installation recommendations or required by the building official, the footings shall be installed below the frost line.

f. Footings shall be constructed so that 75 percent of the area under the manufactured home has at least 18 inches clearance between the bottom of
the main chassis members and the ground level. The area beneath the furnace cross-overs and fireplaces must always have at least 18 inches clearance. At no point under the manufactured home may clearance be less than 12 inches.

9) FOUNDATION SYSTEM PIERS

a. An installer must build and position piers and load-bearing supports or devices to distribute the required load evenly. An installer must use manufactured piers or load-bearing supports or devices that are listed or approved for the intended use.

b. A pier may be made of a single stack of 8-inch by 16-inch blocks if the blocks are not stacked more than three blocks high. A pier made of a single stack of blocks shall be installed at a right angle to the main frame longitudinal members and shall be capped with no more than 2-inch by 8-inch by 16-inch wood blocks or one 4-inch by 8-inch by 16-inch concrete block.

c. A pier may be made of a double stack of 8-inch by 8-inch by 10-inch blocks if the blocks are not stacked more than five blocks high. Each row of blocks in such a pier shall be stacked at right angles to the abutting rows of blocks. The pier shall be capped by with 2-inch by 8-inch by 16-inch concrete blocks. The pier shall be installed so that the joint between the cap block is at right angle to the main frame longitudinal members.

d. A pier may be made with more than five courses of blocks and not to exceed 9 (72 inches) courses of block if the stacked blocks are filled with 2,000 psi concrete or mortar, and no more than 20% of the piers exceed five courses (40"). All other systems shall be designed by a licensed Washington state engineer or architect.

e. All blocks shall be set with cores placed vertically.

10) FOUNDATION SYSTEM PLATES AND SHIMS

An installer may fill a gap between the top of a pier and the main frame with a wood plate that is not more than two inches thick and two opposing wedge-shaped shims that are not more than two inches thick. Wood plates and shims must be of hemlock/fir, Douglas fir, or spruce/pine/fir. A shim shall be at least four inches wide and six inches long. The installer shall fit the shim properly and drive it tight between the wood plate or pier and the main frame to ensure that the manufactured home is level and properly supported at all load-bearing points. A block that abuts a wedge-shaped shim shall be solid.

11) FOUNDATION

A manufactured home shall have an approved skirting around its entire perimeter. The wood of the skirting shall be at least six inches from the ground unless it is pressure-treated wood. Metal fasteners shall be hot dipped
galvanized, stainless steel, or other corrosive-resistant material. Ferrous metal members in contact with the earth, other than those that are galvanized or stainless steel, shall be coated with asphaltic emulsion. A manufactured home that is installed shall have ventilation openings with a net area of one square foot per 150 square feet of crawl space; except manufactured homes installed in the flood plain shall have ventilation openings with a net area of 1 square inch per 1 per square foot of crawlspace installed within 1 foot of finished grade. The openings shall be designed to provide cross ventilation on at least two approximately opposite sides of the manufactured home. The installer shall locate openings as close to the corner of the manufactured home as practical and shall cover the opening with a corrosive-resistant wire mesh. Dryer vents and hot water tank pressure release valves shall exhaust on the exterior of the perimeter skirting. The skirting for each section of the manufactured home shall have an opening of at least 18 inches by 24 inches with a cover of metal or pressure-treated wood to allow access to the crawl space. In all cases the foundation shall be installed before a final sign off can be made.

12) ANCHORING SYSTEM

The building official shall require a single section or multiple section manufactured home to have an anchoring system. Such an anchoring system shall be installed per the manufactured installation specifications or according to the design of a professional Washington State licensed engineer or architect. Components of the anchoring system shall have a resistance to weather deterioration that is at least equal to that of a zinc coating that is not less than 0.3 inches per square foot of coated surface. Cut edges of zinc-coated strapping do not need to be coated.

a. An installer shall install, preload, and adjust a ground anchor in accordance with the anchor manufacturer’s instructions. The installer must supply a copy of the instructions to the building official. Ground anchors shall be marked with the manufacturer’s identification and model number in a location that is visible to the inspector after the anchor is installed. The manufacturer of a ground anchor must provide instructions with each anchor that specifies the kinds of soils for which the anchor is suitable. Analysis from a WA State licensed engineer may be required.

b. If concrete slabs or continuous footings are used to transfer the anchoring loads to the ground, the following requirements apply:

i. Engineered tie-down systems shall be per approved details from the Washington State Department of Labor and Industries.

ii. A concrete slab may be used in place of a ground anchor if it provides holding strength equal to the required ground anchors.

iii. Analysis from a WA state licensed engineer may be required.
c. Ties shall be of approved strapping, or other approved materials. Ties shall be fastened to the ground anchors and drawn tight with turnbuckles, yoke fasteners, or other approved tension devices. Tension devices shall end in clevis, forged, or welded eyes. Tension devices shall be designed to prevent self-disconnection if the ties become slack. Ties shall connect the ground anchors to the main frame longitudinal members. Ties must not connect to steel outrigger beams that fasten to the main frame unless the manufacturer's installation instructions specifically approve the connection. Diagonal ties must lie at least 45 degrees from the vertical.

d. The installer shall space the ties as evenly as practical and shall locate a tie within eight feet of each end of the manufactured home. The installer shall install vertical ties at each detached corner of a clerestory roof and added-on sections of expandable manufactured homes. The installer shall install the following number of ties for each I-beam or other main frame longitudinal member: according to the manufacturer's specifications or per NCSBCS/ANSI A225.1-1994, as indicated in the following chart:

<table>
<thead>
<tr>
<th>Length of home in feet (excluding hitch)</th>
<th>Number of vertical ties per detached corner of add-ons</th>
<th>Number of diagonal ties</th>
</tr>
</thead>
<tbody>
<tr>
<td>32 – 54</td>
<td>1</td>
<td>5</td>
</tr>
<tr>
<td>55 – 73</td>
<td>1</td>
<td>6</td>
</tr>
</tbody>
</table>

13) ASSEMBLY

The water pipe connection to the manufactured home shall have a main shutoff valve in compliance with the 2012 Uniform Plumbing Code, Section 606. Exterior water lines and ducting under the manufactured home shall be insulated. In all other respects, utility connections to the manufactured home, including water, sewer, electricity, and gas shall comply with the applicable county codes. Accessory structures attached to or located next to a home, such as awnings, carports, garages, porches, or steps shall be constructed in conformance with applicable county codes and structurally independent of the manufactured home unless pre-approved by manufacturer. (Ord. 2004-064 § 2)

15.04.040 Amendments to the International Fire Code.

A. The International Fire Code is amended as follows:

1. A. Section 102.2, Administrative, operational and maintenance provision, is amended to read as follows:

To provide a reasonable degree of safety to persons occupying existing buildings, there shall be a fire code inspection, at times to be determined by
the Whatcom County Fire Marshal, for all Group A, B, E, F, H, I, M, R, S and U occupancies. Only R-3 Occupancies containing the following shall be subject to fire code inspections: Adult family homes, family daycare homes, adult and child care facilities, as defined in the Washington State amendments.

B. Section 102.6, Referenced code and standards, is amended to read as follows:

The codes and standards referenced in this code shall be those listed in Chapter 45 of this code. Such codes and standards shall be considered part of the requirements of this code to the prescribed extent of each such reference as determined or modified by the fire code official. Where differences occur between the provisions of this code and the referenced standard, the provisions of this code shall apply as determined or modified by the fire code official.

2.C. Section 103.1 is amended to read as follows:

103.1 General. The Department of Fire Prevention, herein after referred to as the Fire Marshal's Office, is established within the jurisdiction under the direction of the Fire Code Official, herein after referred to as the Fire Marshal. The function of the department shall be the implementation, administration and enforcement of the provisions of this code. Recognizing the authority and responsibility vested in the Fire Marshal by the International Fire Code, the Fire Marshal is authorized to promulgate such rules, policies and/or procedures as he/she deems necessary for the efficient operation of fire prevention and investigations.

3.D. Section 103.2 is amended to read as follows:

103.2 Appointment. The Fire Marshal shall be not less than a supervisor within the Building Services Division of the Whatcom County Planning & Development Services Department, as designated by the Building Official. The Fire Marshal is the Department Director except that a Fire Marshal and/or Deputy Fire Marshal may be appointed by the Department Director. The Fire Marshal/Deputy Fire Marshal shall be not less than a supervisor within the Building Services Division of the Whatcom County Planning & Development Services Department, as designated by the Director. The Fire Marshal for Whatcom County is authorized to enforce the provisions of this ordinance and adopted referenced codes and amendments. The Fire Marshal shall not be removed from office except for cause and after full opportunity to be heard on specific and relevant charges by and before the authority having jurisdiction.

4. Section 104.1 is amended with the following additional paragraph:

The provisions of RCW 18.160.070 and the Levels of Licensing required by the State Fire Marshal's Office will be enforced by the Whatcom County Fire
Marshal's Office as specified, including but not limited to work performed by contractors and/or documentation verifying compliance with current licensing requirements. Issuance of permits may be withheld due to lack of compliance with these provisions.

It is the interpretation and determination of the Whatcom County Fire Marshal that the "installation of underground work of any kind for any kind of structure" applies to the installation of fire protection systems connected to or integral to a fire protection sprinkler system. A Level U license from the State Fire Marshal's office shall be required. The Fire Marshal, at his/her discretion, may require a Level U license for any underground work determined at any stage of installation to be substantially and/or consistently substandard.

5.E. Section 104.10, Fire investigation, is amended to read as follows:

The Whatcom County Sheriff's Office shall have the authority to investigate the cause, origin and circumstances of any fire, explosion or other hazardous conditions. Information that could be related to trade secrets or processes shall not be made part of the public record except as directed by a court of law.

6.F. Section 104.10.1 is amended to read as follows:

a) The Whatcom County Fire Marshal shall have the authority to render necessary assistance in the investigation of fires. The Whatcom County Fire Marshal and designated, assigned staff members shall have the powers of a limited authority of a Washington peace officer as defined in Chapter 10.93 RCW. They shall be commissioned by the Whatcom County Sheriff as specially commissioned Washington peace officers, as defined in Chapter 10.93 RCW, upon satisfaction of the training and other requirements prescribed or approved by the Washington Criminal Justice Training Commission, for the purpose of administering this code.

7. Section 105.7.1 is amended with the addition of the following language:

Commercial cooking arrays require permanently affixed signage that states: "Alteration of commercial cooking arrays is prohibited without prior review and approval from the Whatcom County Fire Marshal." Location of signage to be determined by the Fire Marshal.

8. Section 105.7.8 Flammable and combustible liquids, is amended as follows:

1. (unchanged)
2. (unchanged)
3. To install, alter, remove, abandon, or otherwise dispose of a flammable or combustible liquid. Abandoned underground fuel tanks are required to be removed according to all applicable codes and safety standards except under special circumstances, such as steep or extreme topography, significant physical obstructions, or similar circumstances, as approved per the discretion and judgment of the Fire Marshal.

9.G. Section 108.1, Board of appeals, is amended to read as follows:

In order to hear and decide appeals of orders, decisions or determinations made by the Fire Marshal relative to the application and interpretation of this code, there shall be and is hereby created a board of appeals. Whatcom County Ordinance No. 2007-024 shall be the Fire Code appeals board. The Appeals Board shall be the same board for all codes appeals, except as amended in WCC Chapter 15.04.

10.H. Section 202 is amended to read as follows:

a. Fire Chief. Whenever the term fire chief is referenced in this code it shall mean Whatcom County Fire Marshal (Fire Code Official) or his/her designee, as identified in IFC Section 103, except as stated in IFC Section 104.11 and/or where the Fire Marshal has delegated a specific responsibility to the Fire Chief of a given fire district by verbal, written, and/or historic agreement.

b. Fire Code Official. Whenever the term fire code official is referenced in this code it shall mean Whatcom County Fire Marshal or his/her designee, as identified in IFC Section 103.2 and as amended per WCC 15.04.040.

11. Chapter 5 is amended to include adoption of all sections of the chapter not adopted by Washington State Amendments, Chapter 51-54A, as authorized per RCW 19.27.060, #5

12. Appendix B, Fire Flow Requirements for Buildings is amended as follows:

a. Section B103.1, Decreases

1. The Fire Marshal is authorized to reduce the fire-flow requirements for isolated buildings or a group of buildings in rural areas or small communities where the development of full fire-flow requirements is impractical. This may include consideration of alternative materials and methods where the Fire Marshal finds that the proposed design is satisfactory and complies with the intent of the provisions of this code, and that the material, method, or work is at least the equivalent of that prescribed in this code in quality, strength, effectiveness, fire-resistance, durability, and safety.
b. Section B104.1, General

1. The fire-flow calculation area shall be the total floor area of all floor levels within the exterior walls, and under horizontal projections of the roof of a building (such as a connecting breezeway), otherwise including only areas that are fully enclosed on all sides and which have a full ceiling height. Full ceiling height means an average (50% or more) ceiling height of 6 (six) feet – 8(eight) inches (203.3 cm), including under-floor areas that are accessed by a side-hinged man door, sliding door, overhead door, or similar standard height access. The calculation area is measured to the outside surface of exterior and/or enclosure walls.

2. In general, commercial and industrial structures will be measured according to the same methodology as residential/accessory buildings, except that structures will also be judged according to their use and corresponding hazard, according to the applicable codes in the IFC and IBC, and according to the judgment and discretion of the Fire Marshal. As such area may be calculated for roof only (open sided) structures, covered open/partially open portions of buildings, to the outside edge of eaves, and/or for uncovered portions of structures (decks, balconies, loading docks, etc.) on a case-by-case basis where, in the discretion of the Fire Marshal, it is warranted to preserve the health, safety, and welfare of the public, building occupants, and/or emergency responders.

c. Section B105.1, One- and two-family dwellings.

1. The minimum fire flow and flow duration requirements for one- and two- family dwellings having a fire-flow calculation area that is in excess of 4000 square feet (371.6 m²) shall be 500 GPM @ 20 psi for 1 hour. Fire-flow for dwellings with fire-flow calculation areas larger than 8,000 square feet (743.2 m²), shall not be less than that specified in Table B105.1, as amended by Whatcom County, with the ability to apply fire-protection credits as described in Table B105.2.

d. Section B105.2, Buildings other than one- and two-family dwellings.

DEFINITIONS:

- **Agricultural Building.** Livestock shelters or buildings, including shade structures and milking barns; poultry buildings or shelters; barns; storage of equipment and machinery used exclusively in
agriculture; horticultural structures, including detached production greenhouses and crop protection shelters; sheds; grain silos; stables. (IBC Appendix C, Group U-Agricultural Buildings)

- **Agricultural processing building and/or facility.** Buildings/facilities where agricultural products are cooled, frozen, or dried and packaged in their otherwise unaltered, primary state for shipping to distribution sales outlets. Ag processing buildings/facilities may include conveyors, refrigeration equipment and rooms, other applicable processing or environmental mechanical equipment, offices, employee facilities, restrooms, product and product packaging storage, loading docks, and similar applicable accessory appurtenances.

Although Ag processing buildings/facilities are determined by Whatcom County to be a Group U occupancy, they represent a more intensive use than agricultural buildings, based on the typical number of personnel (even if seasonal), type of equipment, and typical operations. Appropriate, applicable health, fire, and life/safety codes and regulations will be applied in the review process of these buildings/facilities.

Cooking, modifying, altering, combining, and/or other secondary food processing/manufacturing is not considered Ag processing. The primary use for this type of processing is determined to be a Group F occupancy per applicable provisions of the IBC and other adopted codes and regulations.

1. The minimum fire-flow and flow duration requirements for private garages, detached shops, agricultural storage buildings (Group U occupancy) shall be 500 GPM @ 20 psi for 1 hour.

Exception: Fire-flow is not required if the structure meets one of the following criteria:

1. It does not exceed 2500 square feet (232.3 m²).

2. It is protected by an approved automatic fire sprinkler system

3. It has 60 foot setbacks to all property lines, and other structures on the same lot. Setback measurement may include the full width of
an adjacent public way, no-build easement recorded with the Auditor to run concurrent with the deed, or similar instrument or provision acceptable to the Fire Marshal.

4. It has 100 foot setbacks to all property lines and other structures on the same lot for buildings which include hay storage, other combustible fibers, the potential for loose combustible fibers, and/or the potential for combustible dust (IFC Sections 2204 and 5204.1; NFPA 61). Setback measurement may include the full width of an adjacent public way, no-build easement recorded with the Auditor to run concurrent with the deed, or similar instrument or provision acceptable to the Fire Marshal.

2. The minimum fire-flow and flow duration requirements for agricultural processing buildings (Group U) not exceeding 6000 square feet (557.4 m²) shall be 500 GPM @ 20 psi for 1 hour. If the building exceeds 6000 square feet (557.4 m²), Table B105.1, as amended by Whatcom County, shall apply except that, at the discretion of the Fire Marshal, where adequate and reliable water supply systems do not exist the duration may be reduced by up to 50%, but not to be reduced to below a duration of 1 hour.

Exception: Fire-flow is not required if the structure meets one of the following criteria:

1. It does not exceed 2500 square feet (232.3 m²), excluding areas open on three sides.

2. It has 60 foot setbacks to all property lines, and other structures on the same lot. Setback measurement may include the full width of an adjacent public way, no-build easement recorded with the Auditor to run concurrent with the deed, or similar instrument or provision acceptable to the Fire Marshal.

3. The building is provided with an NFPA 13 automatic sprinkler system throughout, including water storage to support the sprinkler system per the system design, plus an additional 500 gpm of fire flow at 20 psi for a duration of one hour, to be available at an approved hydrant or hydrants as determined by the Fire Marshal.

3. The minimum fire-flow and flow duration requirements for buildings other than one- and two-family dwellings and Group U buildings specified above, shall be as specified in Table B105.1, as amended by
Whatcom County, with the ability to apply fire-protection credits as described in Table B105.3, but not to be reduced to below 500 GPM @ 20 psi for duration of 1 hour for Group F and S occupancies, including accessory occupancies (per IBC 508.2); 1500 GPM @ 20 psi for a duration of 1 hours for occupancies and/or mixed occupancies including Group A, B, E, I, M, and R occupancies except where lower gpm is indicated per Table B105.1. Fire-flow reductions for Group H occupancies may only be considered at the discretion of the Fire Marshal. Increases in fire flow may be required based on the Fire Marshal's evaluation of operational hazard and/or occupancy group. Fire protection credits shall not allow the elimination of required systems as required in other parts of the Fire Code.

Exception: Fire flow is not required if the structure meets both of the following criteria:

1. It does not exceed 2500 square feet (232.3 m²)

2. It does not contain a hazardous operation, as determined by the Fire Marshal.
### TABLE B105.1

Fire-flow for Buildings Other than One- and Two- Family Dwellings and Private Garages and Commercial Agricultural Buildings (Group U)

<table>
<thead>
<tr>
<th>Construction Type (a)</th>
<th>Required Fire Flow (GPM)</th>
<th>Duration (Hours)</th>
</tr>
</thead>
<tbody>
<tr>
<td>IIA &amp; IIA</td>
<td>IV &amp; VA</td>
<td>IIB &amp; IIB</td>
</tr>
<tr>
<td><strong>WHEN TOTAL FIRE AREA IN SQUARE FEET (b) IS EQUAL TO OR LESS THAN THESE VALUES</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5,500</td>
<td>3,700</td>
<td>2,600</td>
</tr>
<tr>
<td>11,100</td>
<td>6,800</td>
<td>4,700</td>
</tr>
<tr>
<td>15,900</td>
<td>9,300</td>
<td>6,200</td>
</tr>
<tr>
<td>22,700</td>
<td>12,700</td>
<td>8,200</td>
</tr>
<tr>
<td>30,200</td>
<td>17,000</td>
<td>10,900</td>
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<tr>
<td>38,700</td>
<td>21,800</td>
<td>12,900</td>
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<td>24,200</td>
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<td>GREATER</td>
</tr>
<tr>
<td>125,500</td>
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<td>55,700</td>
</tr>
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<td>135,500</td>
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<td>60,200</td>
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<td>145,800</td>
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<tr>
<td>156,700</td>
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<td>69,600</td>
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<td>167,900</td>
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<tr>
<td>191,400</td>
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<td>85,100</td>
</tr>
<tr>
<td>GREATER</td>
<td>GREATER</td>
<td>GREATER</td>
</tr>
</tbody>
</table>

(a) Types of construction are based upon the current adopted edition of the IBC.
(b) Each portion of a building shall be considered as a separate fire area when separated by one or more fire walls built in accordance with the IBC.
### TABLE B105.2
Fire Protection Credits for One- and Two-Family Dwellings (a)

<table>
<thead>
<tr>
<th>Options to Reduce Fire Flow (b)</th>
<th>% Reduction</th>
</tr>
</thead>
<tbody>
<tr>
<td>NFPA 13D Sprinkler System (c)</td>
<td>100%</td>
</tr>
<tr>
<td>Monitored Fire Alarm System</td>
<td>25%</td>
</tr>
<tr>
<td>1-Hour Fire Resistive Const. (d)</td>
<td>75%</td>
</tr>
</tbody>
</table>

(a) Fire Protection Credits must equal at least 100% to receive fire flow credit.
(b) Credits used for or with substantial alterations shall be applied to the entire structure.
(c) Consists of an NFPA 13D sprinkler system with sprinkler coverage extended into the garage, attic, small bathrooms, closets, heated/unheated basements and bonus rooms.
(d) Constructed in accordance with the International Residential Code.

### TABLE B105.3
Fire Protection Credit for Commercial Rural Fire-Flow

<table>
<thead>
<tr>
<th>Options to Reduce Fire-Flow (a)</th>
<th>% Reduction (b)</th>
</tr>
</thead>
<tbody>
<tr>
<td>NFPA Monitored Fire Alarm</td>
<td>25%</td>
</tr>
<tr>
<td>NFPA 13 Automatic Sprinkler System</td>
<td>75%</td>
</tr>
<tr>
<td>40’ Minimum Setbacks (c)</td>
<td>25%</td>
</tr>
</tbody>
</table>

(a) Credits used for or with substantial alterations shall be applied to the entire structure.
(b) Reductions will be simply rounded to the closest fire flow rate and applied for the duration prescribed by that flow rate. In cases of an equal distance between two rates, the rate will be rounded down.
(c) Setbacks apply to all property lines and buildings, on all sides of the structure. Setback measurement may include the full width of an adjacent public way, no-build easement recorded with the Auditor to run concurrent with the deed, or similar instrument or provision acceptable to the Fire Marshal.

13. Appendix C, Fire Hydrant Locations and Distributions, is amended with the following added section:

a. Section C106, Subdivision Alternative.

C106.1 Hydrant placement alternative. Subdivisions and plats with no fire flow infrastructure require a minimum lot size of 1 (one) acre and a minimum 20 (twenty) foot setback from property lines to structures, in addition to applicable fire flow requirements per Appendix B as amended.

14. Appendix D, Apparatus access roads, is amended as follows:
a. Section D103, Minimum Specifications is amended with the following additional language:

1. Fire apparatus access roads serving 1-(one) or 2-(two) up to 2 (two) residential lots, where building location is less than one hundred fifty feet (150') from approved access roads have no specific requirement. require a minimum width of 12 feet (3658 mm) and a minimum vertical clearance of 13 feet-6 inches (4115 mm). The minimum suggested width is 12 feet (3658 mm). The minimum suggested vertical clearance is 13 feet 6 inches (4,115 mm).

2. Fire apparatus roads over one hundred fifty feet (150') long serving up to two residential lots:

   a. Minimum width – twelve foot (12') driving surface with turnouts no farther than every six hundred feet (600') when required by the Fire Marshal. To create a turnout, the road shall be widened to twenty feet (20') in the direction of travel for a minimum distance of one hundred feet (100') to allow vehicles to pull over and allow emergency vehicles to proceed. Turnout shall be located approximately midpoint for driveways over six hundred feet (600') but less than twelve hundred feet (1200'). See Exhibit B.

   b. Vertical clearance – minimum thirteen foot, six inch (13'-6") unobstructed vertical clearance for the required width of the road. See Exhibit A.

   c. Surface – Per Whatcom County Development Standards (WCDS), Chapter 5, Road Standards. Minimum standard per Exhibit C, Driveway Section.

   d. Turning radius – minimum thirty-five foot (35') radii. Residential private roads and driveways per Exhibit C and D.

   e. Turnarounds – minimum twenty feet (20') wide, sixty feet (60') deep or WCDS, Chapter 5, Road Standards. See Exhibit D.

   f. Bridges - Bridges, box culverts or similar passageway structures built over depressions or obstacles shall be herein after referred to as bridges. When a bridge is required to be used as part of a driveway access road, it shall be designed and constructed per the current adopted edition of the WCDS, Chapter 5, Road Standards, Section 513, Bridges and Associated Retaining Walls and per applicable portions of IFC Section 503. Vehicle load limits shall be posted at both entrances to bridges when required by the Fire Marshal.

   g. Grade per Exhibit A and WCDS, Chapter 5, Road Standards. Residential and residential accessory structures accessed by roads or driveways exceeding 12% grade require mitigation such as an
automatic sprinkler system, per NFPA 13-D, throughout the applicable building(s); an approved fire flow system; equivalent mitigation approved at the discretion of the Fire Marshal in addition to standard access road requirements.

h. Installation of residential accessory buildings less than 2500 sf, small residential/accessory additions, and similar minor changes or alterations may be exempt or may not trigger road standard improvements on a case by case basis at the discretion of the Fire Marshal.

3. Section D103.5 is amended as follows:

Gates installed across emergency apparatus access roads and driveways require a permit from the Fire Marshal's office.

Item #1 is amended as follows:

The minimum gate width shall be 20 feet (6096 mm) unless an alternate width is approved by the Fire Marshal. Under no circumstances shall the net opening width of any gate be less than 12 feet (3658).

4. Fire apparatus access roads – Access serving more than Two (2) residential units shall meet the following:

a. Standards per Exhibit A and current adopted Whatcom County Development Standards (WCDS), Chapter 5, Road Standards.

b. The Fire Marshal may make modifications in these standards if the road is not build-able because of topography, waterways, nonnegotiable grades, or similar conditions. These modifications are based on:

1. The building being protected by NFPA 13D Automatic Sprinkler System.

2. Additional fire protection features as required by the Fire Marshal.

Exceptions may be made for minor additions or small accessory buildings to existing dwellings when in the opinion of the Fire Marshal the addition or accessory building will not create significantly more dangerous situations.

5. Emergency vehicle access roads or driveways shall not be obstructed in any manner, including the parking of vehicles. Width and clearance requirements of these standards shall be maintained at all times.
6. See Exhibits A, B, C, and D, for additional information, details, and illustrations amending Appendix D.
Exhibit A: Private Roads/Streets, Driveways and Fire Apparatus Access

This section applies to roads/streets that are privately owned, generally within an easement providing direct access to private land(s) for local traffic movement and connect to local public access, collectors or arterial roads/streets. Private roads/streets are maintained with private funds and where the county, municipality or WSDOT performs no maintenance.

Criteria for Authorization: Private roads/streets may be permitted when so provided in appropriate ordinances or at the discretion of the County Engineer when:

1. Covenants have been approved and recorded with the County which provide for maintenance of the private roads/streets and associated parking areas by the owners in the development, including placing of liens for non-payment of fees, and/or road maintenance agreement(s) on the face of the Long Plat, Short Plat, or Binding Site Plan.

2. Provision is made for the roads/streets to be open at all times for emergency and public service vehicle use.

3. The private road is not needed as a public road and will not obstruct public street circulation.

4. Intersection spacing between private roads shall be consistent with the spacing shown in Development Standards Section 505.M.

5. The roads are within a private community with a corporate identity or Homeowners Association, as identified by the State of Washington under RCW 64.38.

6. Fire Apparatus Access Roads (Private Roads/Streets and Driveways)
   a) County fire code requirements for “Fire Apparatus Access Roads” are contained in WCC 15.04.010 and as amended in WCC 15.04.040.
   b) Criteria. The following criteria, per Exhibit A Geometrics, apply to Fire Apparatus Access Roads serving residential and residential accessory use:
### Exhibit A Geometrics:

<table>
<thead>
<tr>
<th>Road Users (a)</th>
<th>Incremental Grade, %</th>
<th>Minimum Surface Treatment</th>
<th>Width, ft</th>
<th>Unobstructed Minimum Vertical Clearance, ft</th>
<th>Minimum Turning Radii, ft</th>
<th>See also Development Standards Drawings (b)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-2</td>
<td>&lt; 12</td>
<td>CSTC (c)</td>
<td>12</td>
<td>13.5</td>
<td>25 40</td>
<td>505.E-6</td>
</tr>
<tr>
<td></td>
<td>12 - 14</td>
<td>Paved (d)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>15 - 18</td>
<td>Heated grooved PCC (e)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3-6</td>
<td>&lt; 12</td>
<td>CSTC (c)</td>
<td>18 (5)</td>
<td>13.5</td>
<td>25 (6) 43 (6)</td>
<td>505.E-1</td>
</tr>
<tr>
<td></td>
<td>12 - 14</td>
<td>Paved (d)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>15 - 18</td>
<td>Heated grooved PCC (e)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7 or more</td>
<td>&lt; 12</td>
<td>Paved (d)</td>
<td>26 (5)</td>
<td>13.5</td>
<td>25 (6) 43 (6)</td>
<td>505.E-2</td>
</tr>
<tr>
<td></td>
<td>12 - 14</td>
<td>Paved (d)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>15 - 18</td>
<td>Heated grooved PCC (e)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(a) Crushed surfacing top course  
(b) Either Portland cement concrete (PCC) or Hot mix asphalt (HMA)  
(c) Portland cement concrete  
(d) Hot mix asphalt  
(e) See Development Standards Section 505 Road Type and Geometrics, Table 1 - Arterial Roads & Table 2 - Residential Roads  
(f) See also Development Standards Section 505.1.3 - Horizontal Curves  
(g) Road Users represents the number of dwelling units/single households. Per the Public Works Dept., a single household is the approximate equivalent of 10 average daily trips (ADT).  
(h) Grades exceeding 18% may require special and/or multiple mitigation measures and will be approved at the discretion of the Fire Marshal.

- **Turnouts** - For driveways and roadways less than 20 feet wide, see Exhibit B (Development Standards Drawing 505.E-5).

- **Turnarounds** - Establish turnarounds for driveways and roadways greater than 150 feet in length per Exhibit D (Development Standards Drawing 505.E-6, 505.L-1, or 505.L-2 as applicable). Subject to other related codes and standards, i.e. Title 20.80.

- **Fire Hydrants** - Where a fire hydrant is located on a Fire Apparatus Access Road, the minimum roadway width shall be 26 ft. for a length of 40 ft. centered on the fire hydrant.

- **Bridges** - At the discretion of the Fire Marshal all bridges shall meet the requirements in Development Standards Section 513 *Bridges and...*
Associated Retaining Walls. See WCC Section 15.04.040, Section A, Item 11, Subsection b.

- Security Gates and Emergency Accesses - The County Fire Marshal requires a separate permit for any security gate or emergency access restricting device/system.

- Access Approach Surfacing Requirements - All fire apparatus access approaches shall have an approved paved/hard surfaced apron unless otherwise directed pursuant to this section and Development Standards Section 508 Roadside Features. See Exhibit C, Driveway Section.

- Additional or Alternative measures - The County Fire Marshal may consider or require additional or alternative fire protection measures on a case by case basis.

Criteria for Construction: Private roads/streets shall conform to the applicable sections of these Standards. Also see Development Standards Drawings 505.E-1 and 505.E-2.
**PLAN VIEW**

**NOTES:**
1. Widening may be done on either side of the roadway or driveway.
2. Widened area to have the same standard section detail as roadway or driveway.

<table>
<thead>
<tr>
<th>DRIVEWAY/ROADWAY LENGTH</th>
<th>NUMBER OF TURNS</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 – 600 feet</td>
<td>No turnout</td>
</tr>
<tr>
<td>601 – 1200 feet</td>
<td>One at mid-point</td>
</tr>
<tr>
<td>Over 1200 feet</td>
<td>Every 600 feet</td>
</tr>
</tbody>
</table>

EXHIBIT B
PRIVATE ROAD OR DRIVEWAY
TURNOUT DETAIL
WHATCOM COUNTY FIRE MARSHALL

Not to Scale

5/20/2013
NOTES:
1. Turnarounds shall be within the County right of way and/or private easements.
2. Width of travelway is specified on Exhibit A, or the approved plans.
3. Turnaround construction shall be of approved subgrade, base, and top course.

EXHIBIT D
PRIVATE ROAD AND NON-Maintained
COUNTY RIGHTS-OF-WAY TURNAROUND DETAILS
WHATCOM COUNTY FIRE MARSHALL

5/4/04 Not to Scale
15.04.050 Permit expirations and violations of the above referenced codes.

A. Expiration.

1. Sections 105.5 of the IBC, R105.5 of the IRC, and 105.3.1 of the IFC are amended as follows:

Every permit issued under the provisions of this code, according to IBC Section 105.5 and IRC Section R105.5, shall expire and become null and void, if the work authorized by such permit is not commenced within 180 days from the date of issuance of such permit, or if the work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of 180 days. The building official is authorized to grant, in writing, one or more extensions of time, for a period not more than 180 days each. The extension shall be requested in writing and justifiable causes demonstrated. In the event of permit expiration, before such work can recommence, a new permit shall be first obtained to do so, and the fee therefore shall be one-half the amount required for a new permit for such work, provided no changes have been made, or will be made in the original plans and specifications for such work; and provided, further, that such suspension or abandonment has not exceeded one year. These permits are only transferable with the prior approval of the Building Official and any change in occupancy, operation, tenancy, or ownership shall require that a new permit be issued.

Every permit issued under the provisions of this code, according to IFC Section 105, shall expire and become null and void, if the work authorized by such permit is not commenced within 180 days from the date of issuance of such permit, or if the work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of 180 days. The fire code official (designated as the fire marshal) is authorized to grant, in writing, one or more extensions of time for a period not more than 180 days each, except that expiration and extension shall not apply to open burning permits. The extension shall be requested in writing and justifiable causes demonstrated. In the event of permit expiration, before such work can recommence, a new permit shall be first obtained to do so, and the fee therefore shall be one-half the amount required for a new permit for such work, provided no changes have been made or will be made in the original plans and specifications for such work; and provided further that such suspension or abandonment has not exceeded one year. An operational permit under the IFC shall remain in effect until reissued, renewed, or revoked or for such a period of time as specified in the permit. These permits are not transferable and any change in occupancy, operation, tenancy, or ownership shall require that a new permit be issued.

B. Construction Without Permit.
1. The following paragraph shall be added to IBC Section 114.1, IRC Section R113.1, and IFC Section 109.1:

When construction and/or development has occurred on a site without a valid permit as required by this chapter, any and all permits or approvals issued by the county may be denied for that site until the issue has been resolved. In addition, prompt restoration of the site to its original condition will be required. The issuance or granting of a permit or approval of plans and specifications shall not be deemed or construed to be a permit for, or an approval of, any violation of any of the provisions of this code. No permit presuming to give authority to violate or cancel the provisions of this code shall be valid, except insofar as the work or use for which it authorizes is lawful. The issuance or granting of a permit or approval of plans shall not prevent the Director of Planning & Development Services, the Building Official, the Fire Code Official, or any administrator who has been granted authority by the Director from thereafter requiring the correction of errors in said plans and specifications or from preventing construction operations being carried on thereunder when in violation of this code or of any other ordinance or from revoking any certificate of approval when issued in error.

2. The following paragraph shall be added to IBC Section 114.1, IRC Section R113.1, and IFC Section 109.1:

When construction, development, modification, or any changes to a structure have taken place without a valid permit as required by this chapter, the County may, at its discretion and as it deems necessary for compliance, may require the structure to be restored to its original construction/condition. This may include, but is not limited to, complete or partial demolition of the structure or remodel; removal of framed walls or other structural components; electrical systems and/or components; cabinets, doors, countertops, fixtures, drywall; plumbing and/or plumbing fixtures; applicable appliances. Time lines required to restore the structure to its original condition shall be at the discretion of the County.

C. Stop Work Orders.

1. Sections 115 of the IBC, R114 of the IRC, and 111 of the IFC are amended as follows:

In the event any person, firm, partnership, corporation or other entity violates any provision of this ordinance or any code adopted by this ordinance, the County may issue a notice of violation, to be delivered to the owner, operator, or their agent, or to be conspicuously posted at the site. In a non-emergency situation, such notice may include notice of the intent to issue a stop work order no less than 10 calendar days following the receipt of the notice, and provide for an administrative pre-deprivation hearing within 10 calendar days of notice/order. In an emergency situation where
there is a significant threat to public safety or the environment, the County may issue a stop work order. The stop work order shall include, in writing, the right to request an administrative post-deprivation hearing within 72 hours following receipt of the stop work order. Failure to comply with the stop work order shall be a gross misdemeanor punishable upon conviction by a minimum fine of $500.00 up to a maximum fine of $1000.00 or one year in jail, or both. Under no circumstance may the court defer or suspend any portion of the minimum $500.00 fine for any conviction under this section. Each day or part thereof of noncompliance with said order to stop work shall constitute a separate offense.

D. Violation Deemed Misdemeanor.

1. Sections 114 of the IBC, R113 of the IRC, and 109 of the IFC are amended as follows:

Any violation of the provisions of the International Building, Fire, Residential or other related codes as herein adopted is a misdemeanor. Any person, firm or corporation violating any of the provisions of this code or failing to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents, directives or conditions of the Building Official or the Fire Code Official or the Director of Planning and Development Services or of a permit or certification used under provisions of this code, shall be guilty of a misdemeanor, punishable by a fine of not more than $1000.00 dollars or by imprisonment not exceeding 90 days, or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

a. EXCEPTION: The International Fire Code Section 307 Open Burning and Recreational Fires shall constitute Class 1 civil infractions pursuant to RCW 7.80.120. The maximum penalty and the default amount for such violations shall be consistent with Chapter 7.80 RCW. All violations shall be heard and determined in accordance with the system established in Chapter 7.80 RCW. After having been found to have committed two successive infractions for violations of the same provision of this title on the same property, any person, firm, or corporation who continues to violate this title in the same manner on the same property shall be guilty of a misdemeanor, punishable by a fine of not more than $1000.00 or by imprisonment not exceeding 90 days, or both such fines and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

E. Notice of Violations.

1. Section 109.3 of the IFC is amended as follows:
When the Fire Code Official, referred to as the Fire Marshal, finds a building, premises, vehicle, storage facility or outdoor area that is in violation of this code, the fire code official is authorized to prepare a written notice of violation describing the conditions deemed unsafe. When immediate compliance is not possible, a time shall be specified for re-inspection. In special situations citations could be issued to individuals violating this code.

F. Civil Penalty.

1. Any person, firm, partnership, corporation or other entity violating any of the provisions of this chapter, or of the codes adopted by reference by this chapter, shall be deemed guilty of a civil offense and each day during which such violation is continued or committed shall constitute a separate offense, and shall be fined not more than $1,000 for each offense. The penalty provided in the above section shall be imposed by a notice in writing and delivered by personal service to the owner, the owner's agent, the operator and/or violator, and/or sent by certified mail, and/or be conspicuously posted at the site. The notice shall include the amount of the penalty imposed and shall describe the violation with reasonable particularity in ordering the act(s) constituting the violation(s) to cease and desist or, in appropriate cases, requiring necessary corrective action to be taken within a specific and reasonable time. The notice may simultaneously accompany a notice of penalty.

2. Within 30 days after the notice is received, the person incurring the penalty may apply in writing to the building official for remission or mitigation of such penalty. Upon receipt of the application, said department may remit or mitigate the penalty upon whatever terms the department in its discretion deems proper. The final decision of the building official, fire code official or the director of planning and development services on mitigation or revision shall be reviewed by the county council, if the person being penalized files a written appeal therewith of said decision, within 10 days of its issuance. The decision of the county council regarding the penalty imposed shall be final.

In addition to the civil penalties described above, the prosecuting attorney may in his discretion bring such injunctive, declaratory or other actions as deemed necessary to ensure that violations of this chapter are prevented or cease, and to otherwise enforce the provisions of this chapter. (Ord. 2004-064 § 2)
## TITLE OF DOCUMENT:
Appointment to Diking District and Drainage District Vacancies

## ATTACHMENTS:
Auditor vacancy notice, vacancy list

## SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:
There are five diking and drainage district commissioner/supervisor vacancies because no one filed for the office at the special election. When no one files for office, the County Council may appoint someone to the vacant position until the next special election (February 2016).

## COMMITTEE ACTION:

## COUNCIL ACTION:

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Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County’s website at: [www.co.whatcom.wa.us/council](http://www.co.whatcom.wa.us/council).
To: Dana Brown-Davis, Clerk of County Council

From: Diana Bradrick, Chief Deputy Auditor

Re: Special District General Election Position Vacancies

Date: February 18, 2014

Enclosed is a list of position vacancies created as a result of the February 4, 2014 Special District General Election. These positions need to have appointments made by County Council. In order for an individual to serve they must be a property owner in the district and a registered voter in the State of Washington.

If you have any questions, please feel free to contact me.

cc: Rich Zehnder, P.W.
    Lonni Cummings, P.W.
Position Vacancies up for Appointment by County Council as a result of the February 4, 2014 Special District General Election

<table>
<thead>
<tr>
<th>District</th>
<th>Position Number</th>
<th>Last Held By</th>
<th>If Appointed in 2014, Term will Expire</th>
<th>Up for Election in 2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>Consolidated Drainage Improvement</td>
<td>Supervisor Position 1</td>
<td>Fred VanderVeen</td>
<td>2016</td>
<td>Full 6-year term</td>
</tr>
<tr>
<td>District #1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Consolidated Drainage Improvement</td>
<td>Supervisor Position 3</td>
<td>Richard A. Roebuck</td>
<td>2016</td>
<td>4-year unexpired term</td>
</tr>
<tr>
<td>District #20</td>
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<td></td>
</tr>
<tr>
<td>Diking District #3</td>
<td>Commissioner Position 3</td>
<td>Roger L. Bajema</td>
<td>2016</td>
<td>4-year unexpired term</td>
</tr>
<tr>
<td>Diking District #3</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Drainage District #3</td>
<td>Commissioner Position 1</td>
<td>Roger J. Blok</td>
<td>2016</td>
<td>Full 6-year term</td>
</tr>
<tr>
<td>Drainage District #3</td>
<td></td>
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</tr>
<tr>
<td>Drainage District #3</td>
<td>Commissioner Position 3</td>
<td>Jason VanderVeen</td>
<td>2016</td>
<td>4-year unexpired term</td>
</tr>
</tbody>
</table>
APPLICATION FOR APPOINTMENT TO SPECIAL DISTRICT BOARDS AND COMMISSIONS
PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Return application to: Whatcom County Council Office, 311 Grand Ave., Suite 105, Bellingham, WA 98225

Name: Fred Vandersteen

Street Address: 610 River Rd

City: Lynden

Zip Code: 98264

Date: 2-21-14

Day Telephone: 354-4241

Evening Telephone: same

Cell Phone: 

E-mail address: 

1. Name of Diking or Drainage District Board/Commission: Consolidated Drainage Improvement District #1

2. Which position number are you applying for (choose one)?

   ☒ 1 ( ) 2 ( ) 3

3. Do you own property in this District?

   ☒ yes ( ) no

4. Are you a registered voter in the State of Washington?

   ☒ yes ( ) no

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

   ☒ yes ( ) no

   If yes, dates: About 35 years since 1978?

6. 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: 

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

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

   Retired farmer - Equipment operator

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

   

   

References (please include daytime telephone number):

Signature of applicant: Fred Vandersteen

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.
APPLICATION FOR APPOINTMENT TO SPECIAL DISTRICT BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Return application to: Whatcom County Council Office, 311 Grand Ave., Suite 105, Bellingham, WA 98225

Name: RICHARD ROEBUCK Date: 2-20-14
Street Address: 8288 NORTHWOOD RD
City: EVERTON Zip Code: 98247
Mailing Address (if different from street address): 
Day Telephone: 354-7814 Evening Telephone: SAME Cell Phone: 360-220-4942
E-mail address: jroebuck59@gmail.com

1. Name of Diking or Drainage District Board/Commission: Consolidated Drainage Improvement District #20

2. Which position number are you applying for (choose one)? ( ) 1 ( ) 2 (X) 3

3. Do you own property in this District? (X) yes ( ) no

4. Are you a registered voter in the State of Washington? (X) yes ( ) no

5. Have you ever been a member of this Board/Commission? (X) yes ( ) no
   If yes, dates:

6. 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:

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

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

N/A

8. Please describe why you’re interested in serving on this board or commission:

N/A

References (please include daytime telephone number):

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.
APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Roger Bajema
Date: 2/14/14
Street Address: 792 E Dodge
City: Lynden
Zip Code: 98264
Mailing Address (if different from street address): 
Day Telephone: 
Evening Telephone: 
Cell Phone: 
E-mail address: Ruth W Bajema at Hot mail.com

1. Name of board or committee - please see reverse: Flood of Dike
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.) ( ) yes ( ) no

4. Which Council district do you live in? ( ) One ( ) Two ( ) Three

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: First Co Oppos

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

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

References (please include daytime telephone number): 816 - 1383

Signature of applicant: Roger Bajema

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.
APPLICATION FOR APPOINTMENT TO SPECIAL DISTRICT BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Return application to: Whatcom County Council Office, 311 Grand Ave., Suite 105, Bellingham, WA 98225

Name: Roger Blok Date: 2-26-74

Street Address: 287 Board Rd

City: Lynden Zip Code: 98264

Mailing Address (if different from street address): __________________________

Day Telephone: 372-2454 Evening Telephone: __________________________

Cell Phone: __________________________

E-mail address: __________________________

1. Name of Diking or Drainage District Board/Commission: Drainage District #3

2. Which position number are you applying for (choose one)?

3. Do you own property in this District? (x) yes ( ) no

4. Are you a registered voter in the State of Washington? (x) yes ( ) no

5. Have you ever been a member of this Board/Commission? (x) yes ( ) no

   If yes, dates: 2008 - 2013

6. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County? (x) yes ( ) no

   If yes, please explain: __________________________

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

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

   Dairy farmer living in the district, with a large interest in the drainage works. Property having lived in this district for 35 years, understanding its needs and problems.

8. Please describe why you’re interested in serving on this board or commission:

   __________________________

References (please include daytime telephone number): Rich Reehl & Jason Waider ( )

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.
APPLICATION FOR APPOINTMENT TO SPECIAL DISTRICT BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Return application to: Whatcom County Council Office, 311 Grand Ave., Suite 105, Bellingham, WA 98225

Name: Jason D. VanderVeen Date: March 13, 2014
Street Address: 1428 East Pole Road Zip Code: 98247
City: Everson
Mailing Address (if different from street address): SAME
Day Telephone: 360-815-0734 Evening Telephone: 360-815-0734 Call Phone: 360-815-0734
E-mail address: Veenteam@gmail.com

1. Name of Diking or Drainage District Board/Commission: Drainage District #3
2. Which position number are you applying for (choose one)? ( ) 1 ( ) 2 ( ) 3
3. Do you own property in this District? X yes ( ) no
4. Are you a registered voter in the State of Washington? X yes ( ) no
5. Have you ever been a member of this Board/Commission? X yes ( ) no
   If yes, dates: Most Recently
6. Do you or your spouse have a financial interest in or are you an employee or officer of any
   business or agency that does business with Whatcom County? X yes ( ) no
   If yes, please explain:

You may attach a résumé or detailed summary of experience, qualifications, & interest in response to the following questions.
7. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community
   activities, and education.
   Dairy and Crop Farmer. I have served in this capacity most recently attending meetings, returning documents,
   surveying ditching needs, and finding solutions. I am willing to continue to serve in this capacity.
8. Please describe why you're interested in serving on this board or commission: I am interested in
   leading the district to successfully drain the land in our district. My farming operation contributes to the major
   tax base of the district. I best know the land and soil involved.

References (please include daytime telephone number): Henry Bierink 354-1337
George Boggs 354-2035, Fred Lijssel 815-4361

Signature of applicant: [Signature]

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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 COUNCIL AGENDA BILL

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TITLE OF DOCUMENT: Whatcom County Library System Board appointment

ATTACHMENTS: Application for appointment; 03/19/14 letter from WCLS Executive Director

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

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

County Executive Jack Louws requests confirmation of his appointment of June Hahn to the Whatcom County Library System (Rural Library) Board.

COMMITTEE ACTION: COUNCIL ACTION:

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

Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County's website at: www.co.whatcom.wa.us/council.
APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: June Hahn

Street Address: 1149 E Front St.

City: Lynden

Zip Code: 98264

Mailing Address (if different from street address):

Day Telephone: __________________ Evening Telephone: __________________ Cell Phone: 513-919-1519

E-mail address: hahn_june@yahoo.com

1. Name of board or committee-please see reverse:
   RURAL LIBRARY BOARD

   WCLS Board of Trustees

2. You must specify which position you are applying for.
   Please refer to vacancy list.

   (If applicable, please refer to vacancy list.)

   (x) yes ( ) no

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 (x) Two ( ) Three

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

   Ph.D. Quantitative Psychology, The Ohio State University

   25 years at Procter & Gamble (last position before retirement was Associate Director overseeing an Innovation Group)

   Served as Board Member for Mental Health Recovery Services of Warren & Clinton Counties in Ohio (525 million annual budget) Chaired Finance Committee. Current volunteer for New Dawn Ministries & Friends of lymph

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

    Would like to understand more about WCLS system and contribute to community

References (please include daytime telephone number):

   June Kelly 937-736-2689 (EST)

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.
March 19, 2014

Mr. Jack Louws, Whatcom County Executive
311 Grand Avenue, Suite 108
Bellingham, WA 98225

Dear Executive Louws:

On Friday, members of the Whatcom County Library Board of Trustees Personnel Committee met with three candidates regarding Position #5 which was vacated at the end of last year. After considering each person’s qualifications, the committee selected June Hahn of Lynden. Yesterday, our Board met and affirmed the Personnel Committee’s recommendation, which we now pass along to you. If confirmed, Ms. Hahn would complete the term, which ends January 31, 2015.

Ms. Hahn moved to Whatcom County in 2010. Prior to that she lived in Ohio, where she worked for 25 years at Proctor & Gamble. Her last position there was Associate Director, Consumer & Market Knowledge. She has a PhD in Quantitative Psychology and has extensive experience analyzing data and conducting market research. Since retiring in Lynden, she has become active in the Friends of the Lynden Library and was recently elected co-President. She also volunteers with the Transitional Housing Program for Homeless Women in Lynden.

The Board is pleased to have found such a qualified candidate. Because the term remaining is short, we would love for Ms. Hahn to begin serving as trustee as quickly as possible. Thank you for the opportunity to recommend this appointment to you. Please let me know if the appointment has been approved.

Sincerely,

Christine Perkins, Executive Director
## Concurrent Appointment of Daniel Austin to Bellingham-Whatcom County Housing Authorities Board of Commissioners

### ATTACHMENTS:
- Letter from John Harmon recommending appointment, and application of Daniel Austin, MD.

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:
County Executive Jack Louws recommends the concurrent appointment of Daniel Austin to the Bellingham-Whatcom County Housing Authorities Board of Commissioners.

### COMMITTEE ACTION:

### COUNCIL ACTION:

Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County’s website at: [www.co.whatcom.wa.us/council](http://www.co.whatcom.wa.us/council).
March 6, 2014

The Honorable Jack Louws
Whatcom County Executive
311 Grand Avenue
Bellingham, WA 98225

Dear County Executive Louws:

Howard Heppner completed his term as Commissioner of the Whatcom County Housing Authority Board last April, 2013. This created a vacancy that the Board has been working hard to fill, but we are pleased to notify you that, after much diligence, our Board believes they have a strong candidate for your consideration.

Our Board has nominated Daniel E. Austin, M.D. to fill this position. A newly retired family practice physician, Dr. Austin is eager to give back to his community and support a cause that is important to him, the provision of affordable housing to the less fortunate members of our community. His application is attached for your information.

Dr. Austin would be a valuable addition to our Board. We hope you will concur with our recommendation and forward this nomination to the County Council and to Mayor Kelli Linville for his concurrent appointment to the Bellingham Housing Authority Board.

Sincerely,

John E. Harmon
Executive Director/CEO

Enc.
c: Mayor Kelli Linville
Commissioner Application

Name: Daniel E. Austin, M.D.  Date: 02/26/2014

Address: 4323 Skallaham Drive, PO Box 245, Lummi Island, WA 98262

Email: SIERRARED2@GMAIL.COM  Phone: 360.319.6190

Please answer the questions below completely. You may attach additional pages to this form.

1. Why do you wish to serve on the Housing Authorities Board of Commissioners?

I have dedicated my careers initially as an educator and later as a family physician trying to help all improve their health, education and quality of life. I believe having a roof over one's head is a key component to achieving these. I would gladly give of my time and energy in helping an entity such as BWCHA provide affordable housing for all.

2. What personal strengths would you bring to the Board?

- 8 years as an educator – Junior High, Community College, Whitworth College
- 4 years as a general and electrical contractor
- 23 years as a family physician practicing in Bellingham at North Sound Family Medicine /Family Care Network (NSFM/FCN).
- 20 years of experience as committee member/chair/officer and president of professional organizations.
- A lifetime commitment to service to others. Working within BWCHA would be an excellent opportunity in retirement to continue this.

3. What do you think are the critical issues facing affordable housing in this community and what role do you see the Housing Authority and others playing?

- Ever increasing demand while the economy falters and financial resources dry up.
- Critical need for all to have a residence they can call "home".
- BWCHA et al. need to continue to pursue broad-based financial resources, while finding creative means to provide housing for those in need!

Page 1 of 3
4. Please list your community volunteer experiences.

None – I have dedicated my time for 23 years to a very busy and demanding family medicine practice while serving in organized medical entities at multiple positions including committee and commission member and chair, board member, multiple offices including president for organizations including the Washington Academy of Family Physicians (WAFP) and American Academy of Family Physicians (AAFP).

5. List any experiences you have on policy-making boards and how they would contribute to your being an effective Board member.

(See #4 above) 20 years serving in organized medical entities at multiple positions including committee and commission member and chair, board member, multiple offices including president for organizations including the Washington Academy of Family Physicians (WAFP) and American Academy of Family Physicians (AAFP) and Washington State Medical Association (WSMA). Areas experienced include legislation and government affairs, student and resident affairs, finance, women in family medicine, ethics, and more. This has provided me an excellent background to facilitate the development of my personal skills in serving on and leading boards to get results.

6. How do you see the role of a Commissioner in relationship to the role of an Executive Director and staff?

Day-to-day operations belong in the hands of the Executive Director and his/her staff. The Executive Director advises Commissioners regarding tasks and challenges at hand, and the Commissioners form the governing body to deal with these challenges, especially around policy and finance.

7. Using information on Page 4, Commissioner Selection Guidelines, please comment on your qualifications for each guideline.

a. Demonstrated leadership capabilities.

As noted above, I have years of experience at running a business, both in my early construction years and then in my medical practice with North Sound Family Medicine prior to forming Family Care Network where I have served as “lead” physician in the operations our current practice today providing care to over 17,000 patients.

b. Knowledge of and commitment to affordable housing

Life experience has been a big help on both counts; 4 years in construction; 20+ years in family practice witnessing the difference having a home can mean to individuals and families.
c. **Time commitment**

I am currently easing into retirement, completing a transition from NSFM by end of this coming June. I will only be doing urgent care and locum tenens (filling in for other physicians) from this July forward, expecting to work less than 10 hours a week with no on call duties.

d. **Policy, planning, budgeting experience**

Graduated college with majors in physics and mathematics; mathematics teacher at various levels for 8 years; multiple responsibilities in medical professional organizations including finance chair, treasurer and president (15 years on the board of WAFP); active involvement in financial viability of former construction business and current medical practice.

e. **Collaboration and interpersonal skills**

During years of active participation while working in a collaborative relationship with folks from a variety of cultural, economic and political backgrounds, I have always strived to show and appreciate the opinions and perspectives of others. Three careers have definitely enhanced my interpersonal skills. As an aside I was the only male member on the AAFP Committee on Women in Family Medicine.

f. **Board perspective.**

Again, too many positions on boards to list in detail, but I have always strived to get results in an efficient manner while looking for consensus and helping all involved feel they have had a voice in the process. I have both participated and led under a philosophy of making it a priority to appreciate and respect the perspective of all involved.

**Added Comments:**

I believe strongly in the mission of BWCHA and would love the opportunity to give of my time and experience on behalf of such a just cause.

Thank you for considering my candidacy.

Daniel E. Austin, M.D.
**TITLE OF DOCUMENT:**
Corner Lot and Through Lot Building Setback Amendments

**ATTACHMENTS:**
1. Proposed Ordinance
2. Staff Memorandum
3. Staff Report
4. Findings of the Planning Commission

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

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

*The Council must hold a hearing if they want to take action that differs from the Planning Commission’s recommendation [WCC 2.160.100(2)].*

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

A proposed ordinance to amend the Whatcom County Code regarding corner lot and through lot building setback requirements.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

**Related County Contract #:**
**Related File Numbers:**
PLN2014-00011

**Ordinance or Resolution Number:**

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

TO: Jack Louws, The Honorable Whatcom County Executive
    The Honorable Whatcom County Council

FROM: Nick Smith, Planner

THROUGH: Mark Personius, Long Range Planning Manager

DATE: March 25, 2014

SUBJECT: Proposed Amendments to the Building Setback Provisions in WCC 20.80.230

The following is a proposed amendment to the building setback provisions in Section 20.80.230 of the Whatcom County Zoning Ordinance. The proposed text amendment is to provide language that differentiates between setbacks for corner lots and through lots, and to add definitions in Whatcom County Code (WCC) 20.97 - Definitions.

Currently, WCC 20.80.230(3) states that the front yard setback for lots bound by two or more roads shall be the property line which abuts a collector or arterial road (i.e. the highest classified road). However, Chapter 5 of the Whatcom County Development Standards requires property owners for proposed residential development to install their driveway, when applicable, from the property line that abuts a local or minor access street (i.e. a lower classified road). The intent is to reduce the likelihood of a traffic accident. According to WCC 20.80.500, a driveway must consist of an area of 20 feet in width by 20 feet in length for two off-street parking spots. As a result, lots which are bound by two or more roads are essentially subject to two front yard setbacks.

The proposed amendment will reduce the setback from the lot line with restricted vehicular access, while still maintaining an appropriate setback from arterial and collector streets. The intent of the proposed amendment is to provide greater clarity and flexibility when determining setback requirements.

Please contact me with any questions at 360-676-6907 x 50216

Attachment:
   Staff Report
WHEREAS, the Whatcom County Comprehensive Plan contains goals and policies that direct the County to eliminate unnecessary regulations and streamline permit processes; and

WHEREAS, Whatcom County Planning and Development Services staff has proposed amendments to Whatcom County Code regarding building setbacks for corner lots and through lots; and

WHEREAS, the proposed amendments have been considered by the Whatcom County Planning Commission, the Whatcom County Council Planning and Development Committee and the Whatcom County Council; and

WHEREAS, the Whatcom County Planning Commission held a public hearing on March 13, 2014; and

WHEREAS, legal notice requirements have been met; and

WHEREAS, the County Council finds the amendments in the interest of the public health, safety, and welfare, based on the following findings and conclusions:

FINDINGS OF FACT


2. WCC 20.80.230(3) setback requirements have been problematic when applied to through lots, i.e. lots that are adjacent to two or more roads that do not intersect at the lot.

3. Notice of the proposed amendment was sent to the Department of Commerce and other state agencies on March 3, 2014. No comments regarding the proposed amendment have been received from Commerce, to date.

4. On March 6, 2014 the Whatcom County State Environmental Policy Act
(SEPA) Official issued a SEPA threshold Determination of Non-Significance (DNS) in regards to the proposed text amendment, a non-project action. The comment period for this determination will end on March 20, 2014.

5. Notice of the Planning Commission hearing for the proposed text amendment was published in the Bellingham Herald on February 28, 2014.

6. Pursuant to Whatcom County Code (WCC) 20.90.050, Whatcom County Planning and Development Services has: evaluated the proposed amendment in relationship to the goals, objectives and policies of the Whatcom County Comprehensive Plan as authorized by the Washington State Growth Management Act (GMA) – RCW 36.70A; and considered possible environmental impacts that have been identified by the lead agency designated SEPA official through the State Environmental Policy Act (SEPA) threshold determination process.

CONCLUSIONS

1. The proposed amendments are consistent with the Comprehensive Plan, and are in the public interest.

2. The proposed amendments should not result in any significant environmental impacts.

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

Section 1. The Whatcom County Code is hereby amended as shown on Exhibit A.

Section 2. Adjudication of invalidity of any of the sections, clauses, or provisions of this Ordinance shall not affect or impair the validity of the Ordinance as a whole or any part thereof other than the part so declared to be invalid.
ADOPTED this ___ day of ________________ 2014.

ATTEST:

Dana Brown-Davis, Council Clerk

APPROVED as to form:

Civil Deputy Prosecutor

Carl Weimer, Council Chair

( ) Approved ( ) Denied

Jack Louws, Executive

Date:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON
WHATCOM COUNTY
PLANNING COMMISSION

Corner Lot and Through Lot Building Setback Amendments

FINDINGS OF FACT AND REASONS FOR ACTION

1) Whatcom County Code 20.80.210 and 20.80.230 establishes minimum building setback requirements.

2) WCC 20.80.230(3) setback requirements have been problematic when applied to through lots, i.e. lots that are adjacent to two or more roads that do not intersect at the lot.

3) Notice of the proposed amendment was sent to the Department of Commerce and other state agencies on March 3, 2014. No comments regarding the proposed amendment have been received from Commerce.

4) On March 6, 2014 the Whatcom County State Environmental Policy Act (SEPA) Official issued a SEPA threshold Determination of Non-Significance (DNS); a non-project action. The comment period for this determination ended on March 20, 2014 and no comments were received.

5) Notice of the Planning Commission hearing for the proposed text amendment was published in the Bellingham Herald on February 28, 2014.

6) Pursuant to Whatcom County Code (WCC) 20.90.050, Whatcom County Planning and Development Services has: evaluated the proposed amendment in relationship to the goals, objectives and policies of the Whatcom County Comprehensive Plan as authorized by the Washington State Growth Management Act (GMA) – RCW 36.70A; and considered possible environmental impacts that have been identified by the lead agency designated SEPA official through the State Environmental Policy Act (SEPA) threshold determination process.

CONCLUSIONS

1) The proposed amendments are consistent with the Comprehensive Plan, and are in the public interest.

2) The proposed amendments should not result in any significant environmental impacts.
RECOMMENDATION

Based upon the above findings and conclusion, the Whatcom County Planning Commission recommends approval of the proposed amendments as shown on Exhibit A.

WHATCOM COUNTY PLANNING COMMISSION

David Onkels, Chair

Becky Bojxx, Secretary

March 27, 2014  3/26/14

Commissioners present at the March 13, 2014 meeting when the vote was taken: Ben Elenbaas, Walter Haugen, Gary Honcoop, David Hunter, Natalie McClendon, David Onkels, Mary Beth Teigrob, and Gerald Vekved.

Vote: Ayes: 8, Nays: 0, Abstain: 0, Absent: 1. Motion carried to adopt the above amendment.
EXHIBIT A

Chapter 20.80 Supplementary Requirements

20.80.230 Measurement of setbacks.

......

(3) Corner Lots. For corner lots, or parcels bounding two or more roads, the front yard shall be that yard which abuts a collector or arterial road. In the case of two or more roads being designated collectors or arterials, the front yard shall abut the road with the higher classification. If neither of the roads are designated collectors or arterials or if they have equal classifications, the owner/builder shall have the option of selecting the front yard. The zoning administrator may override this decision in special circumstances involving public safety. Yards on the other flanking streets may be considered side yards except that for collectors or arterials the minimum setback shall be no less than one half of the normally-required-road setback required for the road type in 20.80.210.

(4) Through Lots. For through lots the front yard shall be determined the same way as for corner lots per WCC 20.80.230(3) except as provided:

(a) If a plat note, county code, or county development regulation prohibits vehicular access from a through lot onto one of the roads, the front yard setback shall be taken from the road where vehicular access is obtained. The yard on the other flanking non-accessed road shall be considered the rear yard for setback measurements except when the road is a collector or arterial, in which case the minimum setback shall be no less than one half of the setback required for the road type in WCC 20.80.210. The zoning administrator may reduce the rear yard setback along a non-accessed collector or arterial to less than one half the front yard setback distance required for the road type in WCC 20.80.210 if:

   (i) The reduced setback is no less than the smallest setback for existing residences on nearby lots along the same frontage,

   (ii) The reduced setback is no less than ten feet, and

   (iii) The public interest, safety and health are protected. The zoning administrator shall recognize input provided by other officials, departments, and divisions having appropriate expertise prior to approving a reduced setback.

......

276
Chapter 20.97 Definitions.

.216 Lot, corner - means a lot which abuts two or more intersecting roads at their point of intersection.

.218 Lot, through - means a lot which abuts two or more roads that do not intersect at the lot.
WHATCOM COUNTY
PLANNING & DEVELOPMENT SERVICES
STAFF REPORT

I. BACKGROUND INFORMATION

File # PLN2014-00011

File Name: Road Setback Amendments

Applicant: Whatcom County

Summary of Request: An amendment to the building setback provisions in Section 20.80.230 of the Whatcom County Zoning Code, to differentiate between setbacks for corner lots and through lots, and to add definitions for corner lots and through lots to WCC 20.97 Definitions.

Location: County-wide

Staff Recommendation: Approval

History: Whatcom County Code (WCC) 20.80.210 contains building setback requirements for all Whatcom County zone districts. Front yard setbacks are measured from the road frontage and differ based on the type of road (for example, the required setbacks are greater adjacent to highways and collectors/arterial roads than for local or minor access streets). Side and rear yard setbacks are provided in WCC 20.80.210 as well.

WCC Section 20.80.230 contains rules for determining the "front yard" for the purposes of applying the setback requirements of WCC 20.80.210 to lots that are adjacent to more than one road. Currently, WCC 20.80.230(3) is oriented mainly to corner lots; applying the current standards of WCC 20.80.230 to through lots – lots that abut two or more non-intersecting roads – can be problematic.

An example of the problem is a 2013 building permit application for a manufactured home on a through lot in Birch Bay Village. In this case, the lot is adjacent to two roads that do not intersect. Birch Point Road runs along the north property line and Salish Road is a cul-de-sac that abuts the south property line. Typical of all lots in Birch Bay Village, vehicular access to the site is obtained from the internal access road (Salish Road).

Specific road types or classifications are stated in the Whatcom County Development Standards. The Whatcom County Development Standards classify...
Birch Point Road as a Major Collector. Major Collectors are the second highest classified roads in Whatcom County. Salish Road is classified as a Minor Access Street. Minor Access Streets are the lowest classified roads in Whatcom County. When determining building setbacks for lots that abut two or more roads, WCC 20.80.230(3) states the following:

For corner lots or **parcels bounding two or more roads the front yard shall be that yard which abuts a collector or arterial road.** In the case of two or more roads being designated collectors or arterials, the front yard shall abut the road with the higher classification. **Yards on the other flanking streets may be considered side yards** except that for collectors or arterials the minimum setback shall be no less than one half of the normally required road setback.

Currently under WCC 20.80.230(3), the front yard for the lot is the yard that abuts Birch Point Road (a major collector), even though vehicular access to the lot is from Salish Road and vehicular access via Birch Point Road is forbidden, pursuant to Chapter 5 of the Whatcom County Development Standards. The yard that abuts Salish Road is considered a side yard. WCC 20.80.210 (UR) requires the following building setbacks:

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<td>Commercial, Industrial, 1-5, State Hwys, Principal &amp; Minor Arterials</td>
<td>Collector Arterials or Major Collectors</td>
<td>Minor Collectors</td>
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<td>35'</td>
<td>25'</td>
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Based on WCC 20.80.230(3) and 20.80.210, the building setbacks for the lot would be 35 feet from the "front yard" abutting Birch Point Road and five feet from the "side yard" abutting Salish Road. However, the property owner must also provide a driveway consisting of two off-street parking spaces from the property line that abuts Salish Road, pursuant to WCC 20.80.580(50), because of the vehicular access restriction from Birch Point Road. According to WCC 20.80.510, one parking space must have a "minimum rectangular dimension of not less than 10 feet in width and 20 feet in length." Birch Bay Village also contains private covenants that require a 25 foot setback from internal access roads (Salish Road in this case).

In this example, the lot is essentially subject to two front yard setbacks. Development on the subject 94-foot-long lot must adhere to a 35 foot front setback...
from the property line abutting Birch Point Road and a 25 foot (20 foot as required by WCC 20.80.510) setback from the property line abutting Salish Road. Nearby nonconforming structures that predate the zoning code have also been built as close as ten feet to Birch Point Road.

PDS staff, in consultation with Public Works staff, has drafted the attached zoning code text amendments in an effort to prevent such problems in the future, while still maintaining an appropriate setback from arterial and collector streets that do not abut the front yard. Under current county code, the only means to resolve the issue for an affected property owner is to apply for a variance.

II. ZONING CODE AMENDMENT

The proposed amendment to the zoning code adds a subsection (4) to WCC 20.80.230 focusing on through lots, and adds definitions of “corner lot” and “through lot” to WCC 20.97 Definitions. On through lots, the lot line where vehicular access is taken would be considered the “front” yard rather than the lot line where vehicular access is restricted. For the lot line with restricted access, but abutting an arterial or collector, the setback would be half the normally required setback.

The zoning administrator would be able to reduce the setback to less than half the setback required for the road type, provided:

(i) The reduced setback is no less than the smallest setback for existing residences on nearby lots along the same frontage,

(ii) The reduced setback is no less than ten feet, and

(iii) The public interest, safety and health are protected. The zoning administrator shall recognize input provided by other officials, departments, and divisions having appropriate expertise prior to approving a reduced setback.

The purpose of retaining the minimum ten foot setback along arterials and collectors is to maintain safety, provide for possible future right-of-way expansion, and to not obstruct the view corridor (i.e. traffic sight line) of drivers at a road intersection. According to the Whatcom County Public Works Department, ten (10) feet is the minimum amount of road right-of-way that would be needed for any future road or drainage expansion.

III. COMPREHENSIVE PLAN EVALUATION

Whatcom County Comprehensive Plan goals and policies that are applicable to the
proposed amendments are listed below:

Policy 2H-1: Review and retain regulations that serve to protect the public welfare, health, and safety.

Goal 2D: Refine the regulatory system to ensure accomplishment of desired land use goal in a fair and equitable manner.

Policy 2D-3: Streamline development regulations to eliminate unnecessary time delays.

Policy 2D-1: Eliminate unnecessary regulations.

Goal 3A: Minimize the time required for processing housing-related development and construction permits in the interest of overall cost reduction.

Policy 3A-1: Streamline and simplify existing and proposed permitting processes.

The subject amendment is consistent with the above referenced Comprehensive Plan goals that direct the County to be responsive to public comment, and to eliminate unnecessary regulations and streamline the permit processes.

IV. PROPOSED FINDINGS OF FACT AND REASONS FOR ACTION

Staff recommends the Planning Commission adopt the following findings of fact and reasons for action:


2. WCC 20.80.230(3) setback requirements have been problematic when applied to through lots, i.e. lots that are adjacent to two or more roads that do not intersect at the lot.

3. Notice of the proposed amendment was sent to the Department of Commerce and other state agencies on March 3, 2014.

4. On March 6, 2014 the Whatcom County State Environmental Policy Act (SEPA) Official issued a SEPA threshold Determination of Non-Significance (DNS) in regards to the proposed text amendment, a non-project action. The comment period for this determination will end on March 20, 2014.
5. Notice of the Planning Commission hearing for the proposed text amendment was published in the Bellingham Herald on February 28, 2014.

6. Pursuant to Whatcom County Code (WCC) 20.90.050, Whatcom County Planning and Development Services has: evaluated the proposed amendment in relationship to the goals, objectives and policies of the Whatcom County Comprehensive Plan as authorized by the Washington State Growth Management Act (GMA) – RCW 36.70A; and considered possible environmental impacts that have been identified by the lead agency designated SEPA official through the State Environmental Policy Act (SEPA) threshold determination process.

V. PROPOSED CONCLUSIONS

1. The proposed amendments are consistent with the Comprehensive Plan, and are in the public interest.

2. The proposed amendments should not result in any significant environmental impacts.

VI. RECOMMENDATION

Planning and Development Services recommends the Planning Commission forward the proposed amendments to the County Council with a recommendation of approval.

ATTACHMENTS

A. Exhibit A - zoning code amendments.
**TITLE OF DOCUMENT:** An Ordinance Establishing the Parks Special Revenue Fund

**ATTACHMENTS:** Ordinance Request

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

Should Clerk schedule a hearing? ( ) Yes (X) No
Requested Date:

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

To establish the Parks Special Revenue Fund.

Related County Contract #: Related File Numbers: Ordinance or Resolution Number:
ORDINANCE NO. ________
ESTABLISHING THE PARKS SPECIAL REVENUE FUND

WHEREAS, the County Council requested the administration to transfer $1,521,225 from the unrestricted Conservation Futures Fund Balance to establish a fund for future maintenance of park properties, and,

WHEREAS, Parks and Recreation needs a special revenue fund to account for restricted and committed revenues which will be used to fund maintenance, operations and parks improvements in accordance with external funding sources and County Council requirements; and,

WHEREAS, the current Parks Improvement Capital Projects Fund (Fund 330), should only be used to pay for capital projects; and,

WHEREAS, the tower lease agreements for the Lake Whatcom Reconveyance lands provide that a portion of the lease payments will be held in reserve for road maintenance, and,

WHEREAS, Parks receives donations, and other payments from time to time which are required to be used for specific purposes; and

WHEREAS, Parks needs a separate fund to separately track and account for these revenues until the funds can be properly expended,

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that a new special revenue fund is hereby established titled the “Parks Special Revenue Fund”. This new fund shall be dedicated to tracking restricted and committed revenues for parks according to funding source and County Council requirements.

ADOPTED this _____ day of __________________, 2014.

ATTEST:

Dana Brown-Davis, Council Clerk

Carl Weimer, Council Chair

APPROVED as to form:

( ) Approved  ( ) Denied

Jack Louws, Executive

Date: __________________________
TITLE OF DOCUMENT: 2014 Supplemental Budget Request #9

ATTACHMENTS: Ordinance, Memoranda & Budget Modification Requests

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

Supplemental #9 requests funding from the General Fund:

1. To appropriate $6,077 in the Sheriff's Office to fund increase in Organized Crime Drug Enforcement Task Force overtime from grant proceeds.
2. To appropriate $3,600 in the Sheriff's Office to fund evidence storage improvements from vehicle auction proceeds.
3. To appropriate $16,000 in Sheriff's Office to fund "Street Survival Seminar" from registration fees.
4. To appropriate $5,060 in Non Departmental to fund morgue rent increase.
5. To appropriate $48,131 in Non Departmental to fund increase in bond payment budget.
6. To appropriate $152,656 in Health to fund State Street lease renewal.

Conservation Futures Fund:
7. To appropriate $1,521,225 to fund transfer of unrestricted fund balance to Parks Special Revenue Fund.

Parks Special Revenue Fund:
8. To receive transfers of $1,600,755 from Parks Improvement and Conservation Futures Fund.
9. To appropriate $151,326 to fund transfers for vehicle acquisition and staffing costs of Lake Whatcom Reconveyance lands.

Equipment Rental and Revolving Fund:
10. To appropriate $54,500 to fund additions to the fleet of Parks vehicles for Lake Whatcom Reconveyance lands.

COMMITTEE ACTION:

COUNCIL ACTION:

Related County Contract #: Related File Numbers: Ordinance or Resolution Number:
ORDINANCE NO.
AMENDMENT NO. 9 OF THE 2014 BUDGET

WHEREAS, the 2013-2014 budget was adopted November 20, 2012; and,
WHEREAS, changing circumstances require modifications to the approved 2013-2014 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 2013-2014 Whatcom County Budget Ordinance #2012-048 is hereby amended by adding the following additional amounts to the 2014 budget included therein:

<table>
<thead>
<tr>
<th>Fund</th>
<th>Expenditures</th>
<th>Revenues</th>
<th>Net Effect</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Fund</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sheriff</td>
<td>25,677</td>
<td>(25,677)</td>
<td>-</td>
</tr>
<tr>
<td>Non Departmental</td>
<td>53,191</td>
<td>-</td>
<td>53,191</td>
</tr>
<tr>
<td>Health</td>
<td>152,656</td>
<td>-</td>
<td>152,656</td>
</tr>
<tr>
<td><strong>Total General Fund</strong></td>
<td><strong>231,524</strong></td>
<td><em>(25,677)</em></td>
<td><strong>205,847</strong></td>
</tr>
<tr>
<td>Conservation Futures Fund</td>
<td>1,521,225</td>
<td>-</td>
<td>1,521,225</td>
</tr>
<tr>
<td>Parks Special Revenue Fund</td>
<td>151,326</td>
<td><em>(1,600,755)</em></td>
<td><em>(1,449,429)</em></td>
</tr>
<tr>
<td>Equipment Rental &amp; Revolving Fund</td>
<td>54,500</td>
<td><em>(54,500)</em></td>
<td>-</td>
</tr>
<tr>
<td><strong>Total Supplemental</strong></td>
<td><strong>1,958,575</strong></td>
<td><em>(1,680,932)</em></td>
<td><strong>277,643</strong></td>
</tr>
</tbody>
</table>

In addition, Exhibit B to the 2013-2014 Budget Ordinance entitled “Authorized Positions” should be amended to provide for the following FTE changes:

- Close 1 FTE Clerk III position in Health
- Close 1 FTE Medical Assistant position in Health.

ADOPTED this ___ day of _____________, 2014.

ATTEST:

Dana Brown-Davis, Council Clerk

Carl Weimer, Chair of the Council

APPROVED AS TO FORM:

Karen A. Bakes

Civil Deputy Prosecutor

( ) Approved ( ) Denied

Jack Louws, County Executive

Date: ____________________________

I:\BUDGET\SUPPLS\2014_Suppl\Supplemental #9-2014.doc
## WHATCOM COUNTY

### Summary of the 2014 Supplemental Budget Ordinance No. 9

<table>
<thead>
<tr>
<th>Department/Fund</th>
<th>Description</th>
<th>Increased Expenditure (Decrease)</th>
<th>Increased Revenue</th>
<th>Net Effect to Fund Balance (Increase) Decrease</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>General Fund</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sheriff</td>
<td>To fund increase in Organized Crime Drug Enforcement Task Force overtime from grant proceeds.</td>
<td>6,077 (6,077)</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Sheriff</td>
<td>To fund evidence storage improvements from vehicle auction proceeds.</td>
<td>3,600 (3,600)</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Sheriff</td>
<td>To fund &quot;Street Survival Seminar&quot; from registration fees.</td>
<td>16,000 (16,000)</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Non Departmental</td>
<td>To fund morgue rent increase.</td>
<td>5,060 -</td>
<td>5,060</td>
<td>-</td>
</tr>
<tr>
<td>Non Departmental</td>
<td>To fund increase for bond payment budget.</td>
<td>48,131 -</td>
<td>48,131</td>
<td>-</td>
</tr>
<tr>
<td>Health</td>
<td>To fund State Street lease renewal.</td>
<td>152,656 -</td>
<td>152,656</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total General Fund</strong></td>
<td></td>
<td>231,524 (25,677)</td>
<td>205,847</td>
<td></td>
</tr>
<tr>
<td>Conservation Futures Fund</td>
<td>To fund transfer of unrestricted fund balance to Parks Special Revenue Fund.</td>
<td>1,521,225 -</td>
<td>1,521,225</td>
<td></td>
</tr>
<tr>
<td><strong>Parks Special Revenue Fund</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Parks Special Revenue Fund</td>
<td>To receive transfers from Parks Improvement and Conservation Futures Funds.</td>
<td>- (1,600,755)</td>
<td>(1,600,755)</td>
<td></td>
</tr>
<tr>
<td>Parks Special Revenue Fund</td>
<td>To fund transfers for vehicle acquisition and staffing costs of Lake Whatcom Reconveyance lands.</td>
<td>151,326 -</td>
<td>151,326</td>
<td></td>
</tr>
<tr>
<td><strong>Total Parks Special Revenue Fund</strong></td>
<td></td>
<td>151,326 (1,600,755)</td>
<td>(1,449,429)</td>
<td></td>
</tr>
<tr>
<td>Equipment Rental &amp; Revolving Fund</td>
<td>To fund additions to the fleet of Parks vehicles for Lake Whatcom Reconveyance lands.</td>
<td>54,500 (54,500)</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total Supplemental</strong></td>
<td></td>
<td>1,958,575 (1,680,932)</td>
<td>277,643</td>
<td></td>
</tr>
</tbody>
</table>
Memorandum

TO: Jack Louws, County Executive
FROM: Sheriff Bill Elfo
DATE: March 21, 2014
SUBJECT: Supplemental Budget ID #1818
DTF OCDETF FY2014 Funding Increase #2

The attached supplemental budget requests budget authority for increase in funding from U.S. Department of Justice for Federal Organized Crime Drug Enforcement Task Forces (OCDETF) investigations.

Background and Purpose
The Sheriff’s Office entered into an agreement with U.S. Department of Justice (DOJ) to participate in Organized Crime Drug Enforcement Task Forces (OCDETF) FY2014 investigations and prosecution of major drug trafficking organizations. Original agreement (WC Contract #201310016 executed October 2013) was for $5,000. Based on the level of participation of the Sheriff’s Office, DOJ authorized a funding increase of $10,000 on 12/16/13 and an additional $2,000 on 03/05/14.

Budget authority of $2,000 is needed for the funding increase authorized 03/05/14. In addition, an adjustment of $4,077 is needed for OCDETF overtime worked in December 2013 but not paid until January 2014. This amount was originally calculated for 2013 but should have been for 2014 to correspond with payroll posted 01/04/14. A number of payroll corrections for December overtime were required due to holiday early payroll deadlines. Also, the first pay period for 2014 actually began December 22, 2013. Therefore, much of the overtime worked in December was paid in January and is reflected in 2014 expenses.

Funding Amount and Source
Funding of $6,077 will be provided by U.S. Department of Justice OCDETF State and Local Overtime Fund, CFDA No. 16.111.

Please contact Undersheriff Jeff Parks at extension 50418 if you have any questions.

Thank you.
Sheriff Operations

Expenditure Type: One-Time Year 2014 Add'l FTE  Add'l Space  Priority 1

Name of Request: DTF OCDETF FY2014 Funding Increase #2

Department Head Signature (Required on Hard Copy Submission) Date

<table>
<thead>
<tr>
<th>Costs:</th>
<th>Object Description</th>
<th>Amount Requested</th>
</tr>
</thead>
<tbody>
<tr>
<td>4342.1013</td>
<td>Reimb Drug Enforcement</td>
<td>($6,077)</td>
</tr>
<tr>
<td>6140</td>
<td>Overtime</td>
<td>$6,077</td>
</tr>
<tr>
<td>Request Total</td>
<td></td>
<td>$0</td>
</tr>
</tbody>
</table>

1a. Description of request:

The Sheriff's Office entered into an agreement with U.S. Department of Justice (DOJ) to participate in Organized Crime Drug Enforcement Task Forces (OCDETF) FY2014 investigations and prosecution of major drug trafficking organizations. Original agreement (W.C. Contract #201310016) was for $5,000. Based on the level of participation of the Sheriff's Office, the DOJ authorized a funding increase of $10,000 on 12/16/13 and an additional $2,000 on 03/05/14.

1b. Primary customers:

Citizens of Whatcom County

2. Problem to be solved:

Budget authority of $2,000 is needed for the funding increase authorized 03/05/14. In addition, an adjustment of $4,077 is needed for OCDETF overtime worked in December 2013 but not paid until January 2014. This amount was originally calculated for 2013 but should have been for 2014 budget to correspond with payroll posted January 4, 2014.

3a. Options / Advantages:

3b. Cost savings:

Overtime reimbursement of $6,077.

4a. Outcomes:

Sheriff's Office Drug Task Force detective participation in federal OCDETF investigations.

4b. Measures:

Activity logs will be completed and monthly reports prepared.

5a. Other Departments/Agencies:

N/A

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

N/A

6. Funding Source:

$6,077 from U.S. Department of Justice Organized Crime Drug Enforcement Task Forces (OCDETF) State and Local Overtime Fund, CFDA No. 16.111.
Memorandum

TO: Jack Louws, County Executive
FROM: Sheriff Bill Elfo
DATE: March 21, 2014
SUBJECT: Supplemental Budget ID# 1823
2014 Evidence Storage Improvements

The attached Supplemental Budget requests budget authority to use proceeds from sale of vehicle to purchase equipment and supplies needed for evidence storage improvements.

Background and Purpose
It is essential that the Sheriff’s Office maintain efficient storage and inventory of evidence. Purchase of equipment and supplies will improve storage space and maximize storage capacity in the evidence room located in the Whatcom County Sheriff’s Office and at the evidence building located at the Central Shop complex on Smith Road.

The Sheriff’s Office purchased a 1994 Jeep Cherokee from ER&R in 2005 and sold the vehicle at auction in March 2014. Proceeds of $3,655 from the sale were deposited on March 12, 2014, Treasurer’s Receipt #277794. The Sheriff’s Office requests authority to use $3,600 of the proceeds to purchase equipment and supplies needed for evidence storage improvements.

Funding Amount and Source
Proceeds of $3,600 from the sale of vehicle owned by the Sheriff’s Office.

Please contact Undersheriff Jeff Parks at extension 50418 if you have any questions.

Thank you.
Sheriff Administration

Supp'l ID # 1823

Fund 1 Cost Center 2911 Originator: Dawn Pierce

Expenditure Type: One-Time Year 2 2014 Add'l FTE □ Add'l Space □ Priority 1

Name of Request: 2014 Evidence Storage Improvements

X

Department Head Signature (Required on Hard Copy Submission)

Date 3/24/14

Costs: | Object | Object Description | Amount Requested |
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>6510</td>
<td>Tools &amp; Equip</td>
<td>$3,600</td>
</tr>
<tr>
<td>8120</td>
<td>Other Fixed Assets</td>
<td>($3,600)</td>
</tr>
<tr>
<td></td>
<td>Request Total</td>
<td>$0</td>
</tr>
</tbody>
</table>

1a. Description of request:
Purchase equipment and supplies needed to improve storage space and maximize evidence storage capacity. Supplies: stackable storage containers ($700). Equipment: commercial work tables ($800), flat shelf cart ($400), laundry carts ($800) desk/computer hutch ($400), stockpicker truck ($500).

1b. Primary customers:
Sheriff's Office

2. Problem to be solved:
Purchase of equipment and supplies will improve storage space and maximize storage capacity in the evidence room located in the Whatcom County Sheriff's Office and at the evidence building located at the Central Shop complex on Smith Road.

3a. Options / Advantages:

3b. Cost savings:

4a. Outcomes:
Acquisition and installation of storage systems will be purchased.

4b. Measures:

5a. Other Departments/Agencies:
N/A

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

6. Funding Source:
Proceeds from the sale of vehicle owned by the Sheriff's Office.

Friday, March 21, 2014
TO: Jack Louws, County Executive  
FROM: Sheriff Bill Elfo  
DATE: March 24, 2014  
SUBJECT: Supplemental Budget ID# 1819  
Street Survival Seminar 2014

The attached Supplemental Budget requests budget authority to use registration fees collected by the Sheriff’s Office to help off-set the cost of Street Survival Seminar training.

**Background and Purpose**

The Whatcom County Sheriff’s Office is hosting a two-day training course titled, “The Street Survival Seminar” in Bellingham, Washington for law enforcement officers. The Sheriff’s Office entered into an agreement with Calibre Press, Inc. to conduct the seminar (W.C. Contract No. 201312021) and plans to rent meeting space at the Bellingham Technical College to provide adequate accommodations.

The seminar will address the realities and complexities of policing today for officers on the street. Topics include: The Fatal Four (the most common ways officer’s lose their lives), Understanding Stress and the Survival Instincts, Roadway Risks and Responsibilities, Advanced Criminal Patrol Tactics, Pre-Attack Indicators, Street Interviews and Reading Deception, The Proverbial Box: expecting the unexpected, The 24/7 reality of living life as a police officer, and Confrontational Dynamics.

In addition to the 45 Sheriff’s Office deputies attending, it is estimated that 80 law enforcement officers from other agencies will register for the course, and the Sheriff’s Office is collecting registration fees to help off-set the cost. Additional funds required to provide this training will come from existing Sheriff’s Office budget.

**Funding Amount and Source**

Registration fees of $16,000 will be collected.

Please contact Undersheriff Jeff Parks at extension 50418 if you have any questions.

Thank you.
Sheriff

Supplemental Budget Request

Status: Pending

<table>
<thead>
<tr>
<th>Supp'/ID #</th>
<th>1819</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fund 1</td>
<td>Cost Center 2940</td>
</tr>
<tr>
<td>Originator:</td>
<td>Dawn Pierce</td>
</tr>
</tbody>
</table>

Expenditure Type: One-Time

Year 2 2014

Add'l FTE ☐ Add'l Space ☐ Priority 1

Name of Request: Street Survival Seminar 2014

Department Head Signature (Required on Hard Copy Submission)

Date 3/24/14

Costs:

<table>
<thead>
<tr>
<th>Object</th>
<th>Object Description</th>
<th>Amount Requested</th>
</tr>
</thead>
<tbody>
<tr>
<td>4369.9001</td>
<td>Miscellaneous Revenues</td>
<td>($16,000)</td>
</tr>
<tr>
<td>6630</td>
<td>Professional Services</td>
<td>$12,900</td>
</tr>
<tr>
<td>6870</td>
<td>Space Rental</td>
<td>$2,740</td>
</tr>
<tr>
<td>7190</td>
<td>Other Miscellaneous</td>
<td>$360</td>
</tr>
<tr>
<td>Request Total</td>
<td></td>
<td>$0</td>
</tr>
</tbody>
</table>

1a. Description of request:

The Whatcom County Sheriff's Office is hosting a two-day training course titled, "The Street Survival Seminar" in Bellingham, Washington for law enforcement officers. The Sheriff's Office entered into an agreement with Calibre Press, Inc. to conduct the seminar (W.C. Contract No. 201312021) and plans to rent meeting space at the Bellingham Technical College to provide adequate accommodations.

In addition to the 45 Sheriff's Office deputies attending, it is estimated that 80 law enforcement officers from other agencies will register for the course, and the Sheriff's Office is collecting registration fees to help offset the cost.

1b. Primary customers:

Law enforcement officers.

2. Problem to be solved:

The Sheriff's Office needs budget authority to incorporate the registration fees collected into the budget to help cover the cost of the training. Additional funds required to provide this training will come from existing Sheriff's Office budget.

3a. Options / Advantages:

The Sheriff's Office will host the training as contracted.

3b. Cost savings:

4a. Outcomes:

Training will be conducted April 22-23, 2014.

4b. Measures:

5a. Other Departments/Agencies:

N/A

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

N/A

6. Funding Source:

Estimate of $16,000 in registration fees will be collected.
Supplemental Budget Request

Non-Departmental

Status: Pending

Fund 1  Cost Center 4035  Originator: M Caldwell

Expenditure Type: One-Time  Year 2 2014  Add'l FTE  Add'l Space  Priority 1

Name of Request: Morgue Rent Increase

Department Head Signature (Required on Hard Copy Submission)  Date  3/31/14

Costs:

<table>
<thead>
<tr>
<th>Object</th>
<th>Object Description</th>
<th>Amount Requested</th>
</tr>
</thead>
<tbody>
<tr>
<td>6870</td>
<td>Space Rental</td>
<td>$5,060</td>
</tr>
<tr>
<td>8301.348</td>
<td>Operating Transfer In</td>
<td>($5,060)</td>
</tr>
<tr>
<td>Request Total</td>
<td></td>
<td>$0</td>
</tr>
</tbody>
</table>

1a. Description of request:
Fund increase in 2014 morgue rent due to lease renegotiation.

1b. Primary customers:
Citizens of Whatcom County

2. Problem to be solved:
The County Morgue is located in a building at 1500 N. State Street owned by the Goldfogel Family Partnership. Rent will increase on May 1, 2014 and again on October 1, 2014. The current 2014 budget is inadequate to cover these increases.

3a. Options/Advantages:
Short term there are no other options available. The morgue is a unique facility that has specific environmental requirements. There is no other adequate facility available at the current time that the County could move the morgue operations to. The County, on a separate request, will investigate long-term options for other locations in the future.

3b. Cost savings:
None

4a. Outcomes:
Increased lease payments will be made when the new lease agreement is adopted and budget authority granted.

4b. Measures:
see above

5a. Other Departments/Agencies:
N/A

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

6. Funding Source:
Transfer in from State Street Building Acquisition and Improvement Project Fund.
Supplemental Budget Request

Non-Departmental

Supp' ID # 1816  Fund 1  Cost Center 4530  Originator: M Caldwell

Expenditure Type: One-Time  Year 2 2014  Add'l FTE  Add'l Space  Priority 1

Name of Request: Increase Bond Pymt Budget

X

Department Head Signature (Required on Hard Copy Submission)  Date

1a. Description of request:
Increase Civic Center bond payment debt service account to amount needed for the 2014 payment.

1b. Primary customers:
Civic Center bond holders.

2. Problem to be solved:
The Administration sold the Civic Center building to the Road Fund near the end of 2013. There is a bond payment related to that building which will be paid off in 2018. The bond payment had been covered by rents charged to occupants of the Civic Center. With the sale of the building the payment was moved from Administrative Services Fund to the General Fund. The 2014 payment is for $226,338. A budget supplemental of $178,207 was adopted during the mid-biennium review to pay for most of the debt service. The remaining $48,131 of debt service was to be funded by a budget transfer from the morgue rent account to the debt service account in Non-departmental. It had been expected that the State Street building would be purchased by the County before 2013 year-end and that we would no longer need to make rent payments. The County did not purchase the building and the morgue rent budget cannot be used to fund the gap between the actual Civic Center debt service payment and the amount actually budgeted for that purpose.

3a. Options / Advantages:
Since the debt service payment is a legal requirement, the only options to be considered are where to fund the shortfall from? This could be funded from the General Fund balance but the better source is the State Street funding. The shortfall was caused by the fact that the County did not acquire the State Street building. Funding had been set aside from the sale of the Civic Center into the State Street Project Fund and is now available for other purposes.

3b. Cost savings:
None

4a. Outcomes:
Adequate budget authority for the debt service payment will be established once the supplemental is adopted.

4b. Measures:
N/A

5a. Other Departments/Agencies:
N/A

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

Monday, March 17, 2014
Supplemental Budget Request

Health Administration

Supp ID # 1817  Fund 1  Cost Center 600200  Originator: Terry Hinz

Expenditure Type: One-Time  Year 2 2014  Add'l FTE  Add'l Space  Priority 1

Name of Request: State Street Lease Renewal

X

Department Head Signature (Required on Hard Copy Submission)  Date

[Signature]

3.31.14

Costs:

<table>
<thead>
<tr>
<th>Object</th>
<th>Object Description</th>
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</tr>
</thead>
<tbody>
<tr>
<td>6870</td>
<td>Space Rental</td>
<td>$152,656</td>
</tr>
<tr>
<td>8301.348</td>
<td>Operating Transfer In</td>
<td>($152,656)</td>
</tr>
<tr>
<td>Request Total</td>
<td></td>
<td>$0</td>
</tr>
</tbody>
</table>

1a. Description of request:
Rent cost for State Street building May through December 2014.

1b. Primary customers:
Immunization, TB, adult health, disease investigation, WIC program customers.

2. Problem to be solved:
The Health Department had planned to move out of the State Street building in 2013 but that move has been delayed due to circumstances not foreseen when the 2013-14 budget was prepared.

3a. Options / Advantages:
At this time there is no other location for Health Department staff and programs.

3b. Cost savings:
NA

4a. Outcomes:
Health Department programs will continue to deliver service to the public.

4b. Measures:
NA

5a. Other Departments/Agencies:
NA

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

6. Funding Source:
State Street Building Acquisition and Improvement Fund
### 2014 GENERAL FUND SHORTFALLS

#### NON-DEPARTMENTAL

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Current Budget</th>
<th>Proposed Cost</th>
<th>Shortfall</th>
</tr>
</thead>
<tbody>
<tr>
<td>Medical Examiner plus lab services</td>
<td>$403,301</td>
<td>$435,292</td>
<td>$(31,991)</td>
</tr>
<tr>
<td></td>
<td>$</td>
<td>$5,000</td>
<td>$(5,000)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>$(36,991)</td>
</tr>
<tr>
<td>Morgue</td>
<td>$48,131</td>
<td>$53,191</td>
<td>$(5,060)</td>
</tr>
<tr>
<td>Bond Payment</td>
<td>$178,207</td>
<td>$226,338</td>
<td>$(48,131)</td>
</tr>
</tbody>
</table>

2014 Non-Departmental Shortfall: $90,182

#### HEALTH

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Current Budget</th>
<th>Proposed Cost</th>
<th>Shortfall</th>
</tr>
</thead>
<tbody>
<tr>
<td>Space Rent</td>
<td>$47,306</td>
<td>$254,806</td>
<td>$(207,500)</td>
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<tr>
<td>Bldg Maint</td>
<td>$54,844</td>
<td></td>
<td>$54,844</td>
</tr>
</tbody>
</table>

2014 Health Dept Shortfall: $(152,656)

TOTAL: $(242,838)
Memorandum

TO: Jack Louws, County Executive
FROM: Regina A. Delahunt, Director
DATE: March 7, 2013
RE: Health Department Budget Adjustment

Attached is an adjusted 2013-2014 Expenditure Plan for the Health Department to account for the elimination of Closure Days as requested in your February 4, 2013 memo. I propose to accommodate the increase in wages within my existing budget limits by eliminating 3 FTE's: 1 vacant Public Health Nurse position as of 1/1/13 and two currently filled positions, a Medical Assistant and a Clerk 3 beginning in the second quarter of 2014. Additionally, some reductions in contractual services are proposed to bring the total reduction in expenditures to the required $278,491 for the biennium.

These reductions do not come easily. As you are aware, the Health Department has lost approximately 18 FTE's since 2008 as a result of revenue declines and reductions in General Fund support. We have worked harder in some areas, reduced services in others and where possible we have transitioned services out into the community. At this juncture, we have limited options for additional reductions. We may also face significant reductions in federal and state funding as a result of sequestration and the outcome of state budget deliberation. I am very concerned that the cumulative effects of these cuts over the past 4 years threatens our ability to prepare for and respond to emergencies and to provide the basic public health services that people count on.

Below is a summary of the program reductions proposed and the impact on services provided to the community.

Reduced services in Parent/Child Health Program: Elimination of 1 Public Health Nurse position

In keeping with the goals of our Community Health Improvement Plan, we have been reframing our services for children and families to focus on vulnerable
families with higher risk of poor health due to socioeconomic factors such as poverty, racial/ethnic minority status, and geographic isolation. Phase 1 of our plan was to launch our Nurse Family Partnership (NFP) program focusing on low income first time mothers with behavioral health issues. NFP was successfully launched this year as a result of a creative blending of funds and a partnership with Skagit County Health Department. The need for the service is so great that we must prioritize families and serve only those in the very highest risk categories.

Phase 2 of the program redesign was to begin a place-based program to assist families in an underserved geographic area. We were planning to station the Public Health Nurse position in the East County (Deming/Kendall area) to be a resource for East County children and families. This position would enable the department to assess community health needs, to convene the community around health issues and to work with community partners to ensure needs are met. This is the position that we now propose to eliminate. As you are aware, the risks for poor health outcomes for the approximately 2,000 school-age children and their families are high in the East County due to high rates of poverty, high school dropout rates, and high rates of substance abuse. With the elimination of this position this service will be unavailable to East County families. We cannot provide the service without the Public Health Nurse position.

**Discontinue Latent Tb Treatment and Immunization Clinic Services:**
**Elimination of 1 Medical Assistant position and 1 Clerk 3 position.**

As you are aware, during the last 2 years, we have been working with community partners to transition many of the clinical services we traditionally provided to the medical community. We have significantly reduced the number of immunizations given at the health department and have also reduced the number of Tb skin tests performed enabling some reduction in staffing. This proposal will complete the transition of clinical services to community providers.

Currently we evaluate and treat all active Tb cases as well as most latent Tb cases. Active Tb cases present a public health risk. Case investigation, treatment and follow up by the Health Department is necessary to protect public health. Conversely, patients with latent Tb do not present an imminent public health risk and many present a low risk of ever developing active disease. Treatment of latent Tb carries some risk to the patient yet is usually straightforward and can be accomplished by primary care providers in consultation with public health. Many local health jurisdictions in Washington State and in the country have successfully transitioned this clinical service to the provider community.

We propose to work with providers over the next year to ensure a smooth transition of services in our community. We will continue to provide case investigation and treatment for active Tb cases and treatment for latent Tb cases.
that have a high risk of developing active disease. Staff will act as an informational resource for physicians and consult on cases with complicating medical conditions or intolerance to the medications. We will also work with the community to establish a targeted Tb testing program to better identify active cases and those at risk for developing active disease.

We also propose to discontinue immunization clinic services. At this point we provide very few immunizations and capacity exists within the medical community to provide these to the clients we currently serve. Staff will redirect their efforts to work with the medical community to increase immunization rates in children and to ensure that providers understand and follow current immunization and vaccine recommendations.

Transition of clinical services and efficiencies in state vaccine tracking will allow us to eliminate a Medical Assistant position and a Clerk 3 position. The duties performed by the Medical Assistant will no longer be necessary once the transition is completed and there will be a reduction in data entry and in the need for clerical reception in the clinic area. Combining State Street and Girard Street staff in 2014 should also result in a reduced need for clerical staffing.

**Reductions in Contractual Services**

We also propose minor reductions in expenditures for contractual services in the Veterans Fund, the Homeless Housing Fund and in the Behavioral Health Fund. These reductions should have minimal impact on services provided.

I look forward to discussing the impact of these reductions on departmental services and on the community. Please contact me with any questions or concerns.
# Health Department Budget Adjustment 2013/2014

<table>
<thead>
<tr>
<th></th>
<th>Yr 2013</th>
<th>Yr 2014</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>PHN (Vacant)</td>
<td>89,144</td>
<td>93,233</td>
<td>182,377</td>
</tr>
<tr>
<td>Med Asst (end as of 4/30/14)</td>
<td>-</td>
<td>44,630</td>
<td>44,630</td>
</tr>
<tr>
<td>Clerk (end off as of 3/31/14)</td>
<td>-</td>
<td>38,675</td>
<td>38,675</td>
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<tr>
<td><strong>Total</strong></td>
<td>89,144</td>
<td>176,538</td>
<td>265,682</td>
</tr>
</tbody>
</table>

- **Required Cut**: 264,950
- **Over (Under)**: 732

## Savings Required

<table>
<thead>
<tr>
<th></th>
<th>Yr 2013</th>
<th>Yr 2014</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gen Fd</td>
<td>126,522</td>
<td>138,428</td>
<td>264,950</td>
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<td>Vets Fd 114</td>
<td>1,590</td>
<td>1,660</td>
<td>3,250</td>
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<td>Homeless 122200</td>
<td>2,559</td>
<td>2,579</td>
<td>5,138</td>
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<tr>
<td>Beh Health 124100</td>
<td>2,567</td>
<td>2,586</td>
<td>5,153</td>
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<tr>
<td><strong>Total</strong></td>
<td>133,238</td>
<td>145,253</td>
<td>278,491</td>
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</table>
Supplemental Budget Request

Status: Pending

Non-Departmental

Suppl# 1826  Fund 175  Cost Center 17530  Originator: County Council

Expenditure Type: One-Time  Year 2 2014  Add'l FTE  Add'l Space  Priority 1

Name of Request: Trf Unrestricted CFF to Parks Special Rev Fund

Department Head Signature (Required on Hard Copy Submission)  3-31-14

<table>
<thead>
<tr>
<th>Costs</th>
<th>Object 2910.1000</th>
<th>Object Description Fund Balance</th>
<th>Amount Requested ($1,521,225)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>8351</td>
<td>Operating Transfer Out</td>
<td>$1,521,225</td>
</tr>
<tr>
<td>Request Total</td>
<td></td>
<td></td>
<td>$0</td>
</tr>
</tbody>
</table>

1a. Description of request:
Transfer unrestricted Conservation Futures Funds to new Parks Special Revenue Fund.

1b. Primary customers:
Users of new Lake Whatcom Reconveyance Park Lands and other parks.

2. Problem to be solved:
This supplemental is in response to a motion adopted by the County Council on March 11, 2014. The motion instructed the Administration to transfer approximately $1.5 million of unrestricted funds from the Conservation Futures Fund into a parks improvement fund to establish a fund for the future maintenance of park properties.

3a. Options / Advantages:
Fulfills Council requirements.

3b. Cost savings:
NA

4a. Outcomes:
Upon adoption of the supplemental ordinance the funds will be moved to a new fund set up to account for restricted, committed, and otherwise assigned funds for future maintenance of park properties.

4b. Measures:
$1,521,225 will be moved from CFF to the new Parks Special Revenue Fund.

5a. Other Departments/Agencies:
Finance will execute the funds transfer.

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

6. Funding Source:
Unrestricted Conservation Futures Fund Balance.
WHATCOM COUNTY COUNCIL ACTION TAKEN – MARCH 11, 2014

COMMITTEE REPORTS

Presentation of a WRIA 1 Watershed Planning Unit funding proposal (AB2014-118)
From Natural Resources Committee: Council acting as the Whatcom County Flood Control Zone District Board of Supervisors. Motion carried 7-0 to request that the administration prepare a budget resolution to approve an additional $20,000 from the flood fund to continue Planning Unit efforts for at least six months, finalize the work plan, and develop an operating process within the group to make decisions more quickly.

Presentation regarding Lake Whatcom Reconveyance financing options (AB2014-103)
From Finance and Administrative Services Committee: Motion carried 5-2, Brenner and Mann opposed, to request the administration bring forward an ordinance to replace the $1.5 million from the conservation futures fund into the parks improvement fund to establish a fund for the future maintenance of park properties.

Discussion of WRIA Joint Board concerns (AB2014-120)
From Public Works, Health, and Safety Committee: Motion carried 7-0 to make a recommendation to the Planning Unit to use a system of majority rule and to allow the Planning Unit to produce a minority report in addition to the majority position.

INTRODUCTION ITEMS

1. Ordinance amending the Whatcom County Code regarding lot clustering standards in the Rural (R) District (AB2014-113)
   Introduced 7-0 (proposed schedule – March 25 Council)

2. Ordinance amending the 2014 Whatcom County Budget, eighth request, in the amount of $9,053,575 (AB2014-114)
   Introduced 7-0 (proposed schedule – March 25 Finance and Administrative Services Committee and Council)

3. Resolution amending the Whatcom County Flood Control Zone District 2014 budget, second request, in the amount of $42,700 (AB2014-115) (Council acting as the Whatcom County Flood Control Zone District Board of Supervisors)
   Introduced 7-0 (proposed schedule – March 25 Finance and Administrative Services Committee and Council)

4. Resolution regarding an application for a Community Development Block Grant Public Services Grant (AB2014-116)
   Substitute Introduced 7-0 (proposed schedule – March 25 public hearing)

5. Ordinance amending the Whatcom County Unified Fee Schedule Ordinance 2012-043 to accommodate changes to the Aquatic Invasive Species WCC 2.27A (AB2014-117)
   Introduced 7-0 (proposed schedule – March 25 public hearing)

6. Ordinance allowing, on an interim basis, marijuana production, processing and retailing as authorized by Washington State Initiative 502 and medical marijuana facilities as authorized under Chapter 69.51A RCW (AB2014-074B)
   Substitute amended and introduced 7-0 (proposed schedule to be announced)

7. Ordinance establishing charges/fees for providing advanced life support (ALS) ambulance transport services in Whatcom County (AB2014-121)
   Introduced 7-0

OTHER BUSINESS

Motion carried 6-0-1, Crawford abstaining, to request the County Executive to direct staff to explore the purchase of park property in Birch Bay for the creation of a park and community center that would include evaluating a package of funding options and possibly even in the short term appraisal of properties that are up there and available, and to specify that the Executive move as soon as possible to appropriate up to $9,000 for an appraisal to tie up a specific piece of property.

REPORTS AND OTHER ITEMS FROM COUNCILMEMBERS

ADJOURN
The next regular Council meeting is scheduled for 7:00 p.m. Tuesday, March 25, 2014 in the Council Chambers, 311 Grand Avenue, Bellingham
Supplemental Budget Request

Non-Departmental

Supp'ID # 1829  Fund  Cost Center  Originator: M Caldwell

Expenditure Type: One-Time  Year 2  2014  Add'l FTE  Add'l Space  Priority 1

Name of Request: Revenues transferred into Parks Special Rev Fund

<table>
<thead>
<tr>
<th>Object</th>
<th>Object Description</th>
<th>Amount Requested</th>
</tr>
</thead>
<tbody>
<tr>
<td>2910.1000</td>
<td>Fund Balance</td>
<td>$1,600,755</td>
</tr>
<tr>
<td>8301.175</td>
<td>Operating Transfer In</td>
<td>($1,521,225)</td>
</tr>
<tr>
<td>8301.330</td>
<td>Operating Transfer In</td>
<td>($79,530)</td>
</tr>
<tr>
<td>Request Total</td>
<td></td>
<td>$0</td>
</tr>
</tbody>
</table>

1a. Description of request:
Receipt of funds from various sources previously held in Parks Improvement Capital Projects Fund (330) (see attached Exhibit A] and unrestricted Conservation Futures Fund balance.

1b. Primary customers:
NA

2. Problem to be solved:
The Parks Improvement Fund (330) has been a holding tank for funding received by Parks for from various sources and for various purposes. The revenue sources for these funds include donations, park easement payments, investment interest, etc. Fund 330 is a capital projects fund and according to generally accepted accounting principles is not the appropriate type of fund to track restricted, committed or otherwise designated (assigned) revenues. With the establishment of the Parks Special Revenue Fund, $79,530 of these type of funds will be transferred out of the capital projects fund and into the special revenue fund. The remaining balance of about $86,000 will remain in the Parks Improvement Capital Projects Fund to be used for South Fork Park capital projects.

In addition, by motion adopted March 11, 2014, the County Council instructed the Administration to bring forward an ordinance to transfer $1,521,225 of unrestricted Conservation Futures Fund Balance to establish a fund for future maintenance of park properties.

3a. Options / Advantages:
The other option is to leave the funds where they are; however, that option does not comply with generally accepted accounting principles in the case of the Parks Improvements funds and does not comply with Council requirements in the case of the unrestricted Conservation Futures Fund.

3b. Cost savings:
NA

4a. Outcomes:
Funds will be transferred and tracked separately in the new fund as soon as possible after budget adoption.

4b. Measures:
Physical transfer of funds from Fund 330 (Parks Improvement) and Fund 175 (Conservation Futures Fund) to new special revenue fund.

5a. Other Departments/Agencies:
Parks will still be responsible for tracking and accounting for all restricted, committed, and assigned funds.

Thursday, March 27, 2014
Rpt: Rpt Supp! Regular
5b. **Name the person in charge of implementation and what they are responsible for:**

Michael McFarlane, Parks Director will be responsible to ensure funds placed in the new fund are properly accounted for.

6. **Funding Source:**

Funds transferred in from Parks Improvement Capital Project Fund and unrestricted Conservation Futures Fund Balance.
<table>
<thead>
<tr>
<th>PARKS</th>
<th>UNRESTRICTED FUNDS</th>
<th>RESTRICTED FUNDS</th>
<th>TOTAL</th>
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<tbody>
<tr>
<td>Investments Interest</td>
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<tr>
<td>Bay Horizon</td>
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<td>9,287.90</td>
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</tr>
<tr>
<td>Bicycle Improvements</td>
<td></td>
<td>3,146.92</td>
<td></td>
</tr>
<tr>
<td>General Parks</td>
<td></td>
<td>22,681.22</td>
<td></td>
</tr>
<tr>
<td>Lighthouse Marine Park</td>
<td></td>
<td>2,671.44</td>
<td></td>
</tr>
<tr>
<td>Bay to Baker Trail</td>
<td></td>
<td>9,633.66</td>
<td></td>
</tr>
<tr>
<td>Hovander Homestead Park</td>
<td></td>
<td>500.00</td>
<td></td>
</tr>
<tr>
<td>Lake Whatcom Park</td>
<td></td>
<td>1,080.00</td>
<td></td>
</tr>
<tr>
<td>Semiahmoo Park</td>
<td></td>
<td>4,074.99</td>
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<tr>
<td>Check in Safe - Trails</td>
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<td>100.00</td>
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<tr>
<td><strong>TOTALS</strong></td>
<td><strong>$ 49,035.10</strong></td>
<td><strong>$ 30,494.91</strong></td>
<td><strong>$ 79,530.01</strong></td>
</tr>
</tbody>
</table>

**PARK IMPROVEMENT**

| South Fork Park             | 85,918.54          |                 |         |
Supplemental Budget Request

Non-Departmental

Expenditure Type: One-Time

Name of Request: Trf to support Lake Whatcom Reconveyance Park cost

<table>
<thead>
<tr>
<th>Costs</th>
<th>Object</th>
<th>Object Description</th>
<th>Amount Requested</th>
</tr>
</thead>
<tbody>
<tr>
<td>2910.1000</td>
<td>Fund Balance</td>
<td>($151,326)</td>
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<tr>
<td>8351</td>
<td>Operating Transfer Out</td>
<td>$96,826</td>
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<tr>
<td>9201.501</td>
<td>Residual Equity Trans-Out</td>
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</tr>
<tr>
<td>Request Total</td>
<td></td>
<td></td>
<td>$0</td>
</tr>
</tbody>
</table>

1a. Description of request:
Funding will primarily support start-up costs for maintaining Lake Whatcom Reconveyance lands. Up to $96,826 will be available to reimburse the General Fund for hiring one FTE park ranger, related tools, supplies, and pay for monthly Equipment Rental & Revolving (ER&R) rates for vehicles. Up to $54,500 will be available to reimburse the ER&R Fund for purchase of a utility vehicle (ATV) and a pickup truck. The park ranger will also be available as a resource to other park properties, especially Lake Whatcom Park and Lookout Mountain Preserve which are the major gateways into the Reconveyance lands.

1b. Primary customers:
Users of the Lake Whatcom Reconveyance park lands and other parks.

2. Problem to be solved:
Council passed a motion on March 11, 2014 to put approximately $1.5 million of unrestricted Conservation Futures Funds into a special revenue fund for Parks. The funds are to be used to pay for maintenance of the new Lake Whatcom Reconveyance park lands as well as projects and operations on other park properties as directed by Council. This request authorizes the funding out of the special revenue fund to reimburse the General Fund for the expenses described above.

3a. Options / Advantages:
This option was specified by the County Council in a motion adopted March 11, 2014.

3b. Cost savings:
Every dollar of costs reimbursed by the special revenue fund will save General Fund dollars.

4a. Outcomes:
Lake Whatcom Reconveyance lands and other park properties as designated will be maintained with funding from a source outside the General Fund.

4b. Measures:
NA

5a. Other Departments/Agencies:
Parks will be responsible for tracking and billing costs associated with this request.

5b. Name the person in charge of implementation and what they are responsible for:
Michael McFarlane, Parks Director will be responsible for accounting for all activities funded by this request.

6. Funding Source:
<table>
<thead>
<tr>
<th>Supp' ID # 1828</th>
<th>Fund</th>
<th>Cost Center</th>
<th>Originator: M Caldwell</th>
</tr>
</thead>
</table>

Special Revenue Fund monies that were transferred from unrestricted Conservation Futures funds for this purpose.
Supplemental Budget Request

Public Works

Expenditure Type: One-Time
Year 2 2014
Add'l FTE □ Add'l Space □ Priority 1

Name of Request: Vehicles for Lake Whatcom Reconveyance properties

Originator: M Caldwell

Costs:

<table>
<thead>
<tr>
<th>Object</th>
<th>Object Description</th>
<th>Amount Requested</th>
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</thead>
<tbody>
<tr>
<td>7410</td>
<td>Equipment-Capital Outlay</td>
<td>$54,500</td>
</tr>
<tr>
<td>9101</td>
<td>Res Equity Trans In - Inf</td>
<td>($54,500)</td>
</tr>
</tbody>
</table>

Request Total $0

1a. Description of request:
Purchase maintenance vehicles primarily for Lake Whatcom Reconveyance lands including a utility vehicle (ATV) (approximately $12,500) and a pickup (approximately $42,000).

1b. Primary customers:
Beneficiaries will be users of Lake Whatcom Reconveyance lands.

2. Problem to be solved:
Parks will need additional vehicles to aid in maintaining the extensive amount of property involved in the acquisition of the Lake Whatcom Reconveyance.

3a. Options / Advantages:
The choice is to use existing vehicles; however an additional park ranger will be hired in connection with this property acquisition and sharing of existing vehicles is not a practical option.

3b. Cost savings:
None

4a. Outcomes:
Vehicles will be ordered and purchased as soon as possible.

4b. Measures:
Vehicles will be put in service.

5a. Other Departments/Agencies:
Parks will be the recipient and user of these vehicles.

5b. Name the person in charge of implementation and what they are responsible for:
Michael McFarlane, Parks Director will be responsible for the vehicles.

6. Funding Source:
Transfer in from Parks Special Revenue Fund.

Thursday, March 27, 2014
## 2011-2012 Budget Preparation - Cost Maintenance Request

**Parks & Recreation**

<table>
<thead>
<tr>
<th>ASR #</th>
<th>Fund</th>
<th>Cost Center</th>
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<td>2011-4808</td>
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<td>6003</td>
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<table>
<thead>
<tr>
<th>Expenditure Type:</th>
<th>One-Time</th>
<th>Relative Priority</th>
<th>1</th>
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</thead>
</table>

### Name of Request: Reconveyance Project Equipment

**Description:** One-time purchase of ATV for Reconveyance Project see ASR 2011-4807 for ongoing costs. Funded by transfer in from Parks Improvement Fund.

<table>
<thead>
<tr>
<th>Costs:</th>
<th>Object Description</th>
<th>2011 Amount</th>
<th>2012 Amount</th>
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*Wednesday, September 22, 2010*
## Park Facilities

**FUND:** 6003  
**COST CENTER:** 6003

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<th>BUDGET AMOUNT</th>
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<td>450.00</td>
<td>Registration/Tuition</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Registration for certification training</td>
</tr>
<tr>
<td>7190</td>
<td>15,400.00</td>
<td>Other Miscellaneous</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Fire Protection, cleaning of coveralls, Transient Accommodation License for Silver Lake, septic system inspections, scheduling agreement for Van Zandt Community Hall.</td>
</tr>
<tr>
<td>7210</td>
<td>275.00</td>
<td>Intergov Prof Svcs</td>
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<td>Hot water tank/boiler inspections</td>
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<td>7230</td>
<td>2,000.00</td>
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<td>Reimburse Wash. Dept. of Revenue for sales tax collected</td>
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<td>All but $2,000 of budget authority removed in 2004 budget due to change in accounting for sales tax collected in 1999. mdc 9/27/03</td>
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<td>7230.01</td>
<td>1,000.00</td>
<td>Taxes &amp; Assess-Leasehold Tx</td>
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<td>Reimburse Wash. Dept. of Revenue for leasehold excise tax collected</td>
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<td></td>
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<td>All but $1,000 of budget authority removed in 2004 budget due to change in accounting for sales tax collected in 1999. mdc 9/27/03</td>
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<td>2011-4807 Reconveyance Project Equipment 14,000.00</td>
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<td>1,373,035.00</td>
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TITLE OF DOCUMENT: Flood Control Zone District 2014 Supplemental Budget Request #3

ATTACHMENTS: Resolution, Memoranda and Budget Modification Requests

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

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

Supplemental #3 requests funding from the Flood Control Zone District Fund:

1. To appropriate $600,000 to fund Swift Creek bank stabilization.
2. To appropriate $20,000 to fund WRIA 1 Planning Unit facilitation.
3. To appropriate $27,500 to fund additional Aquatic Invasive Species Program costs.

Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County’s website at: www.co.whatcom.wa.us/council.
RESOLUTION NO.________
(A resolution of the Whatcom County Flood Control Zone District Board of Supervisors)

AMENDMENT NO. 3 OF THE 2014 BUDGET

WHEREAS, the 2014 budget for the Whatcom County Flood Control Zone District and Subzones was adopted November 26, 2013; and,
WHEREAS, changing circumstances require modifications to the approved 2014 budget; and,
WHEREAS, the modifications to the budget have been assembled here for deliberation by the Board of Supervisors,
NOW, THEREFORE, BE IT RESOLVED by the Whatcom County Flood Control Zone District Board of Supervisors that the 2014 budget as approved in Resolution 2013-049 is hereby amended by adding the following additional amounts to the budgets included therein:

<table>
<thead>
<tr>
<th>Expenditures</th>
<th>Revenues</th>
<th>Net Effect</th>
</tr>
</thead>
<tbody>
<tr>
<td>Flood Control Zone District</td>
<td>647,500</td>
<td>-</td>
</tr>
</tbody>
</table>

ADOPTED this ____ day of ________________, 2014

WHATCOM COUNTY FCZD
BOARD OF SUPERVISORS
WHATCOM COUNTY, WASHINGTON

ATTEST:

Dana Brown-Davis, Council Clerk
Carl Weimer, Chair of the Board of Supervisors

APPROVED AS TO FORM:

[Signature]
Civil Deputy Prosecutor
<table>
<thead>
<tr>
<th>Flood Control Zone District and Subzones</th>
<th>Supplemental #3</th>
<th>Expenditures</th>
<th>Revenues</th>
<th>Fund Balance</th>
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<td>600,000</td>
<td>-</td>
<td>600,000</td>
</tr>
<tr>
<td>Flood Control Zone District</td>
<td>To fund WRIA 1 Planning Unit facilitation.</td>
<td>20,000</td>
<td>-</td>
<td>20,000</td>
</tr>
<tr>
<td>Flood Control Zone District</td>
<td>To fund additional Aquatic Invasive Species Program costs.</td>
<td>27,500</td>
<td>-</td>
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<tr>
<td><strong>Total Supplemental</strong></td>
<td></td>
<td><strong>647,500</strong></td>
<td>-</td>
<td><strong>647,500</strong></td>
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</table>
MEMORANDUM

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

THROUGH: Frank M. Abart, Director

FROM: Paula J. Cooper, P.E., River and Flood Manager

RE: 2014 Supplemental Budget Request – Swift Creek Bank Stabilization

DATE: March 24, 2014

Requested Action
Enclosed for your review and consideration is a supplemental budget request for 2014 (see attached Supplemental Budget Request #1824).

Background and Purpose
This supplemental budget request authorizes $600,000 of expenditures for design, permitting and construction of approximately 3000 feet of riprap bank protection along Swift Creek. Without this work, there is a high likelihood of failure of one of the levees adjacent to the creek and flooding of public and private infrastructure.

Funding Amount and Source
Funding is from the Flood Control Zone District fund balance.

Please contact Paula Cooper at extension 50625, if you have any questions or concerns regarding this request.
MEMORANDUM

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

THROUGH: Frank M. Abart, Director

FROM: Paula J. Cooper, P.E., River and Flood Manager

RE: 2014 Supplemental Budget Request – Swift Creek Bank Stabilization

DATE: March 24, 2014

Requested Action
Enclosed for your review and consideration is a supplemental budget request for 2014 (see attached Supplemental Budget Request #1824).

Background and Purpose
This supplemental budget request authorizes $600,000 of expenditures for design, permitting and construction of approximately 3000 feet of riprap bank protection along Swift Creek. Without this work, there is a high likelihood of failure of one of the levees adjacent to the creek and flooding of public and private infrastructure.

Funding Amount and Source
Funding is from the Flood Control Zone District fund balance.

Please contact Paula Cooper at extension 50625, if you have any questions or concerns regarding this request.
Supplemental Budget Request

Public Works Flood Control Zone District

Supp'l ID # 1824  
Fund 169  Cost Center 714003  Originator: Paula Cooper

Expenditure Type: One-Time  Year 2 2014  Add'l FTE  Add'l Space  Priority 1

Name of Request: Swift Creek 2014 Bank Stabilization

Department Head Signature (Required on Hard Copy Submission)  

Costs:  

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1a. Description of request:
Over the years, material excavated from the Swift Creek channel has been stockpiled adjacent to the creek, acting as levees to keep Swift Creek from flowing outside of its channel. This past year, the creek has eroded the bank/levee along approximately 3000 feet; along this length the levees are narrow with a vertical unstable face and subject to additional erosion and potential failure. In addition, the creek bed is elevated above the adjacent properties, which may result in an avulsion if the levee were to fail.

The proposed project includes the construction of approximately 3000 feet of riprap revetment along the portion of the bank/levee that is actively eroding, and excavation of some areas of the channel to generate material to rebuild the full levee width, raise a lower section of the levee and provide some limited storage for sediments being deposited in the channel.

1b. Primary customers:
General public and community near Swift Creek

2. Problem to be solved:
If a project is not undertaken this construction season, it is likely that Swift Creek will continue to erode the narrow levee sections and eventually fail. This would result in asbestos-laden sediment being deposited in areas not already contaminated with Swift Creek sediment, and likely affect County roadways and private properties.

3a. Options / Advantages:
The only option to address the current situation is to do nothing. This would result in spreading of asbestos-laden sediment and flooding of roads and private infrastructure, and a potential avulsion where the entire Swift Creek flow is outside of the current channel.

3b. Cost savings:
N/A

4a. Outcomes:
The project will be constructed this summer/fall.

4b. Measures:
The project will be constructed and Swift Creek will be contained within the current channel alignment.

5a. Other Departments/Agencies:
This project will impact the Road Department by reducing the potential for Swift Creek flooding of County roadways. It will also reduce the likelihood of failure of the north levee and resulting contamination of Breckinridge Creek.
Supplemental Budget Request

<table>
<thead>
<tr>
<th>Public Works</th>
<th>Flood Control Zone District</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Suppl ID #</strong> 1824</td>
<td><strong>Fund</strong> 169 <strong>Cost Center</strong> 714003 <strong>Originator:</strong> Paula Cooper</td>
</tr>
</tbody>
</table>

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

N/A

*6. Funding Source:*

Flood Control Zone District fund balance
MEMORANDUM

To: Honorable Members of the Whatcom County Flood Control Zone District (FCZD) Board of Supervisors

Through: Frank M. Abart, Director

From: Gary S. Stoyka, Natural Resources Manager

Date: March 14, 2014

Re: 2014 Supplemental Budget Request – WRIA 1 Planning Unit Facilitation Services

Requested Action
Enclosed for your review and consideration is a supplemental budget request for 2014 (see attached Supplemental Budget Request #1812)

Background and Purpose
This supplemental budget request authorizes $20,000 in additional expenditures for contracted professional facilitation services to facilitate up to six meetings of the WRIA 1 Planning Unit. After an approximately four year hiatus, the WRIA 1 Planning Unit reconvened in late 2013 for the primary purpose of developing a 2014 work plan and budget/financing plan. A total of six Planning Unit meetings were held between September 2013 and February 2014. The County, on behalf of the WRIA 1 Joint Board, hired a professional facilitator to facilitate these meetings. The Planning Unit did not complete a work plan/budget before funding for the facilitator was exhausted. The Planning Unit recently requested an additional $20,000 from the County Council to fund six additional Planning Unit meetings so that the Planning Unit can complete the work plan and budget for submittal to the County Council and/or WRIA 1 Joint Board. On March 11, 2014, the County Council, acting as the Flood Control Zone District Board of Supervisors, requested that County staff present a supplemental budget request from the Flood Control Zone District Budget to fulfill this request.

Funding Amount and Source
Funding is from the Flood Control Zone District fund (Fund 169) balance.

Please contact Gary Stoyka at extension 50618 if you have any questions regarding this information.
1a. Description of request:

The WRIA 1 Planning Unit is a caucus-based planning body established under RCW 90.82 and formed by the WRIA 1 Joint Board (Whatcom County, Whatcom PUD #1, City of Bellingham, Lummi Nation, and Nooksack Indian Tribe) by adoption of the Watershed Management Project Process Planning and Procedural Agreement, dated December 22, 1999. The primary task of the Planning Unit is developing and updating the Watershed Management Plan. After an approximately four year hiatus, the Planning Unit reconvened in late 2013, using funding provided by the Joint Board, to develop a 2014 work plan and associated budget/financing plan. The Joint Board funding was exhausted in early 2014. On March 11, 2014, the Whatcom County Council, acting as the Flood Control Zone District Board of Supervisors, requested that $20,000 in funding from the Flood Control Zone District fund be provided to facilitate up to six additional meetings of the Planning Unit to complete development of the work plan and proposed budget/financing plan for submittal to the Whatcom County Council and/or the WRIA 1 Joint Board.

1b. Primary customers:

WRIA 1 Planning Unit and citizens of Whatcom County

2. Problem to be solved:

The Planning Unit is a very diverse caucus-based group and has historically used a contracted professional facilitator. Since Planning Unit decisions are made by consensus, the use of a facilitator greatly increases likelihood that the Planning Unit will be successful. Joint Board funding for the facilitator was exhausted in early 2014 prior to the completion of a work plan and budget. Additional funding is needed to continue facilitated Planning Unit meetings which are needed to complete the work plan and budget.

3a. Options / Advantages:

Other options considered include:

1) Not using a professional facilitator. This would not lead to productive output from the Planning Unit. If the Planning Unit changes into a more traditional advisory committee, as contemplated in Resolution 2013-025, this option may become more feasible.

2) Conducting facilitation using in-house staff. Public Works currently does not have capacity or expertise to conduct this work. Furthermore, this may not be feasible since the County also sits as a voting member on the Planning Unit and that dual role may be perceived as a conflict of interest.

Using a professional facilitator will increase the likelihood that the Planning Unit will be successful in producing its main deliverables: a work plan and budget and a report on caucus representation.
Supplemental Budget Request

Status: Pending

<table>
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<tr>
<th>Public Works</th>
<th>Natural Resources</th>
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</thead>
<tbody>
<tr>
<td>Supp#ID # 1812</td>
<td>Fund 169  Cost Center 169121</td>
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</tbody>
</table>

3b. Cost savings:
N/A

4a. Outcomes:
The ideal outcome of this request would be:

1) a Planning Unit work plan and budget

2) a report to the County Council on caucus representation on the Planning Unit.

3) a clear understanding of the Planning Unit’s future role

4b. Measures:
The delivery of a work plan and budget and a report on caucus representation on the Planning Unit to the County Council and clear guidance from the County Council as to the future role of the Planning Unit.

5a. Other Departments/Agencies:
A representative from the Planning & Development Services Department typically attends Planning Unit meetings. The Planning Unit also will periodically report progress to the County Council and the Joint Board.

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

6. Funding Source:
The Flood Control Zone District fund (Fund 169) as authorized under RCW 39.34.190.
MEMORANDUM

To: Honorable Members of the Whatcom County Flood Control Zone District (FCZD) Board of Supervisors

Through: Frank M. Abart, Director

From: Gary S. Stoyka, Natural Resources Manager

Date: February 14, 2014

Re: 2014 Supplemental Budget Request – Aquatic Invasive Species (AIS) Program

Requested Action
Enclosed for your review and consideration is a supplemental budget request for 2014 (see attached Supplemental Budget Request #1801)

Background and Purpose
This supplemental budget request authorizes $27,500 in additional expenditures for cost-sharing funding for the cooperative AIS Program being implemented by the City of Bellingham and Whatcom County with funding support from the Lake Whatcom Water & Sewer District. The costs for the AIS program include inspector’s and AIS coordinator’s labor costs, early warning detection monitoring, education and outreach materials, risk assessment analysis of other county lakes, equipment and supplies, development of an online AIS awareness course, and administrative costs. The estimated cost of the County’s portion of the AIS Program is $97,500. On November 26, 2013, the FCZD authorized $70,000 in funding for the AIS Program for 2014 under Budget Code 169120. The County Council is in the process of amending the AIS ordinance (WCC 2.27A) which will expand the program to include non-motorized boats and to conduct a risk assessment of other county lakes. The current budget was developed before the full cost of the expanded 2014 AIS program could be estimated. This supplemental budget request provides the remaining amount of funding for the County’s portion of the 2014 AIS program.

Funding Amount and Source
Funding is from the Flood Control Zone District fund balance.

Please contact Gary Stoyka at extension 50618 if you have any questions regarding this information.
Supplemental Budget Request

Public Works

<table>
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<tr>
<th>Supp'l ID #</th>
<th>Fund</th>
<th>Cost Center</th>
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<td>169</td>
<td>169120</td>
<td>Gary Stoyka</td>
</tr>
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Expenditure Type: One-Time  
Year 2  2014  
Add'l FTE  
Add'l Space  
Priority  1

Name of Request: 2014 AIS Program Operations

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<tr>
<td>Request Total</td>
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<td>$27,500</td>
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1a. Description of request:
Whatcom County has partnered with the City of Bellingham and the Lake Whatcom Water & Sewer District to implement an Aquatic Invasive Species Program (AIS) on Lake Whatcom and Lake Samish. The City of Bellingham operates the inspection program on these two lakes on behalf of all three partners. Bellingham provides inspectors, an AIS coordinator, education & outreach materials, inspection and decontamination equipment and supplies, and water quality testing services under an interlocal agreement with the County. The money provided in this supplemental budget request is to compensate the City of Bellingham for Whatcom County's portion of the cost to implement the program for the 2014 boating season.

1b. Primary customers:
Boaters that use Lake Whatcom and Lake Samish.

2. Problem to be solved:
The total cost of the 2014 AIS program was not known when the 2014 budget was established a budget of $70,000 in November 2013. The County Council has changed the County ordinance (WCC 2.27A) to expand the program in 2014 to include non-motorized boats, to conduct more inspections in south Lake Whatcom and Lake Samish, and to conduct assessments of other Whatcom County lakes. The Council wants to keep existing permit fees the same as 2013 while also introducing a permit fee discount program associated with an AIS awareness course. The City of Bellingham just recently determined the budget for this expanded program for the 2014 budget season. Whatcom County's portion is $97,500. This supplemental budget request provides remaining $27,500 of Whatcom County's portion of the program funding.

3a. Options / Advantages:
The County Council has changed the County ordinance (WCC 2.27A) to expand the program in 2014 to include non-motorized boats, to conduct more inspections in south Lake Whatcom and Lake Samish, and to conduct assessments of other Whatcom County lakes. The Council wants to keep existing permit fees the same as 2013 while also introducing a permit fee discount program associated with an AIS awareness course. Whatcom County is relying on the City of Bellingham to implement the boat inspection program for 2014. County staff have worked with the City to keep cost increases associated with this program expansion to a minimum. The Council could decide not to fund these activities in 2014 or the council could decide to increase permit fees to cover this difference.

3b. Cost savings:
This is the only option that allows a coordinated response to the threat of AIS to Lake Whatcom and other county lakes. The costs of not implementing the expanded AIS program could be the introduction of zebra and/or quagga mussels into Lake Whatcom that could result in expenses to water suppliers, the loss of recreational opportunities, and losses in property values.

Friday, February 14, 2014
4a. Outcomes:
   This supplemental budget request will allow the County to implement the expanded AIS program, as described in the revised AIS ordinance, for the 2014 boating season.

4b. Measures:
   The AIS inspection program will be implemented on Lakes Whatcom and Samish during 2014 including the inspection and permitting of motorized and non-motorized boats and providing incentives for lake users to take an on-line AIS awareness course. A year-end report will be prepared which quantifies the number of inspections performed, permits issued, outreach conducted, and decontaminations conducted.

5a. Other Departments/Agencies:
   The work provided in this supplemental request will be performed by the City of Bellingham under a joint program operated with the County with financial support from the Lake Whatcom Water & Sewer District. The City of Bellingham will have the necessary funding to implement the program.

5b. Name the person in charge of implementation and what they are responsible for:
   Teagan Ward is the AIS Program coordinator for the City of Bellingham. She is responsible for implementation of the inspection and assessment program.

6. Funding Source:
   The Flood Control Zone District fund (Fund 169).