

SCANNED 2-5-25

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

202502001

Originating Department:	Whatcom County Public Works
Division/Program: (i.e. Dept. Division and Program)	9090/909050 (Equipment Services/Stores)
Contract or Grant Administrator:	Brett Piepel - Assistant Superintendent Equipment Services
Contractor's / Agency Name:	City of Bellingham
Is this a New Contract? Yes <input checked="" type="radio"/> No <input type="radio"/> If not, is this an Amendment or Renewal to an Existing Contract? Yes <input type="radio"/> No <input checked="" type="radio"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____	
Does contract require Council Approval? Yes <input checked="" type="radio"/> No <input type="radio"/> If No, include WCC: _____ Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, grantor agency contract number(s): _____ CFDA#: _____	
Is this contract grant funded? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, Whatcom County grant contract number(s): _____	
Is this contract the result of a RFP or Bid process? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, RFP and Bid number(s): _____ Contract Cost Center: _____	
Is this agreement excluded from E-Verify? No <input type="radio"/> Yes <input checked="" type="radio"/> If no, include Attachment D Contractor Declaration form.	
If YES, indicate exclusion(s) below: <input type="checkbox"/> Professional services agreement for certified/licensed professional. <input type="checkbox"/> Goods and services provided due to an emergency <input type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract for Commercial off the shelf items (COTS). <input type="checkbox"/> Contract work is for less than 120 days. <input type="checkbox"/> Work related subcontract less than \$25,000. <input checked="" type="checkbox"/> Interlocal Agreement (between Governments). <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
Contract Amount:(sum of original contract amount and any prior amendments): \$ 0.63/gal This Amendment Amount: \$ _____ Total Amended Amount: \$ 0.63/gal	Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when : 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance. 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
Summary of Scope:	
Interlocal agreement between Whatcom County and the City of Bellingham for the purchase of brine.	
Term of Contract: From date of approval through 12/31/2025	
Expiration Date: December 31, 2025	

Contract Routing:	1. Prepared by: Brett Piepel	Date: 9/11/24
	2. Attorney signoff: Christopher Quinn - Via Email	Date: 10/21/24
	3. AS Finance reviewed: bbenett	Date: 10/09/2024
	4. IT reviewed (if IT related):	Date:
	5. Contractor signed: Todd Baker via email	Date: 10/18/2024
	6. Executive contract review: <i>Jugen</i>	Date: 2-3-25
	7. Council approved, if necessary: AB2024-715	Date: 11/6/24
	8. Executive signed: <i>Saidur</i>	Date: 2-5-25
	9. Original to Council:	Date:

**WHATCOM COUNTY
PUBLIC WORKS DEPARTMENT**



EQUIPMENT SERVICES DIVISION

901 W. Smith Road
Bellingham, WA 98226-9610
Phone (360) 778-6400
Fax (360) 778-6401

Elizabeth Kosa
Public Works Director

Garrett Reynolds, Superintendent

MEMORANDUM

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

Through: Elizabeth Kosa, Public Works Director *EK*

From: Brett Piepel, Assistant Superintendent – Equipment Services

Date: September 11, 2024

Re: Interlocal Agreement with City of Bellingham for the Purchase of Brine Mixture for road treatment

- **Requested Action**

Enclosed for your review is an Interlocal Agreement between Whatcom County Public Works and City of Bellingham for the purchase of brine mixture for the treatment of roads. This interlocal would remain in effect until December 31, 2025.

- **Background and Purpose**

Whatcom County has been buying brine from City of Bellingham for several years. Prior to this, an interlocal has not been executed. It is the wish of both parties to enter in to this interlocal agreement to establish the terms and conditions under which they supply us with this critical supply.

- **Funding Amount and Source**

There is sufficient budget for these purchases allocated on the Biennium Budget under 501300.6480.3416 "Purchase for Resale – Supplies".

- **Recommended Action**

Please approve this interlocal agreement and forward to the Executive and County Council for approval. Please contact Brett Piepel at extension 6405 if you have any questions or concerns.

**USE AGREEMENT
FOR CITY OF BELLINGHAM BRINE FACILITIES**

In consideration for the use of the City of Bellingham's (the "City's") brine facilities (collectively, "Facility"), Whatcom County ("User"), agrees to comply with all terms and conditions of this Use Agreement.

Section 1 – User Contract Information

Contact Person: Brett Piepel

Address: 901 W. Smith Rd., Bellingham, WA 98226

Phone Number: 360-778-6405

Email Address: bpiepel@co.whatcom.wa.us

Section 2 – Service Subject to Limitation or Termination at Any Time for Any Reason

The Facility has a limited capacity to provide brine products. User acknowledges that the City, State of Washington and Whatcom County, as public users, have preference over non-public, private users. The City has preference over all other users, both private and public. The City, in its sole and unlimited discretion, may at any time and for any reason cease to offer this service to any or all users. The City shall have no obligation or duty to provide advance warning of any suspension, reduction or termination of service or to provide alternate brine facilities.

Section 3 – Filling Operations

3.1 User shall place a brine slip in the drop box for every load taken at the Facility. Brine slips shall clearly identify username, vehicle number, volume received and dollar amount billable. Brine slips will be checked against the gate entry log. If there is no slip, the customer will be charged for a full load based upon the capacity of the vehicle. Users are not to use the site other than to fill brine tanks and trucks. Gate access shall be monitored for billing purposes.

3.2 In addition to any other remedies that may be available to the City, the City may bar User from any future use of the Facility for failure to follow the procedures outlined in this section.

Section 4 – Required Training

In order to ensure the proper and safe use of the Facility, training is required prior to use of the Facility. Training consists of a walkthrough of the Facility with a representative of the City to explain how the Facility operates and what is expected from those who use the Facility. The City shall issue a letter of fulfillment ("Letter") that documents that the User has completed the training

Engineering
104 W. Magnolia Street, Suite 109
Bellingham, WA 98225
Phone: (360) 778-7900
Fax: (360) 778-7901
TTY: (360) 778-8382
Email: pw@cob.org

Natural Resources
104 W. Magnolia Street, Suite 109
Bellingham, WA 98225
Phone: (360) 778-7800
Fax: (360) 778-7801
Email: pw@cob.org

Operations
2221 Pacific Street
Bellingham, WA 98229
Phone: (360) 778-7700
Fax: (360) 778-7701
Email: pw@cob.org

requirement. User shall not be allowed to use the Facility until completing this training and receiving the Letter. Further, User shall not allow any of its employees or agents to use the Facility without receiving the training and Letter required hereunder.

Section 5 – Safety

Users shall follow all Washington State safety policies and regulations while inside the Facility. It is encouraged that a ground guide be used whenever operating a vehicle inside the Facility. All personal injury, including first aid incidents, or damage to vehicles or buildings must be reported immediately to the Safety Specialist at Bellingham Public Works (360-778-7700).

Section 6 – Release of Liability

User hereby releases the City from any and all liability for damages or injuries to User while using the Facility, except damages or injuries arising out of the City's sole negligence.

Section 7 – User Responsible for Damage to City Property

User shall promptly reimburse the City for any costs to repair any damages to City property caused by User while present upon the Facility.

Section 8 – Indemnity and Hold Harmless

User agrees to defend, indemnify and hold harmless the City, its officials, employees and agents from any and all damages, demands, causes of action, suits or claims, including reasonable attorney's fees and costs, brought by any person, including User's employees or agents or third parties, for damage or injury to person or property, including User's employees or property, arising from User's use of the Facility. For purposes of this Agreement, "person" includes individuals, companies, corporations, partnerships, or any other similar entity however defined. FOR THE SOLE AND LIMITED PURPOSE OF EFFECTUATING USER'S OBLIGATIONS UNDER THIS SECTION 5, AND FOR NO OTHER PURPOSE, USER HEREBY WAIVES IMMUNITY UNDER THE WASHINGTON INDUSTRIAL INSURANCE ACT, TITLE 51 RCW.

Section 9 – Insurance

User shall maintain the following insurance during the term of this Use Agreement:

- Commercial General Liability \$1,000,000 per occurrence
- Commercial Auto Insurance \$1,000,000 combined single limit

The User (Whatcom County) is a member of the Washington Counties Risk Pool (the "Pool"), as authorized by RCW 48.62.031, and the User is covered by the Pool's Joint Self-Insurance Liability Program. The Pool's Joint Self-Insurance Liability Program was created by interlocal cooperative agreement amongst the Pool's member counties to share risks by "jointly, self-insuring" certain third-party liabilities. The Pool is not an insurance company. Claims that are covered under a Memorandum of Liability Coverage ("MLS") from the Pool and were submitted under Chapter 4.96 RCW ("Actions against political subdivisions, municipal and quasi-municipal corporations") against the County, its employees, officers, volunteers and agents and/or actions in connection with or incidental to the performance of an agreement/contract which the User and/or its officers, employees or volunteers are found to be liable for will be paid by the Pool and/or the User.

Section 10 - Cost for Service

The cost of brine \$0.63 for 2024-25. This amount is subject to change at the end of the term of the Use Agreement. The User will be billed monthly and User agrees to pay the bill in full within 30 calendar days of the date of the bill. Late payments will be charged a late fee of \$25 and returned checks are subject to a \$20 fee. Payments more than 60 days past due shall be subject to interest at the rate of 12% per annum and may result in being barred from future use of the Facility.

Section 11 – Term

Unless otherwise terminated sooner as otherwise provided herein, this Use Agreement shall remain valid until December 31, 2025.

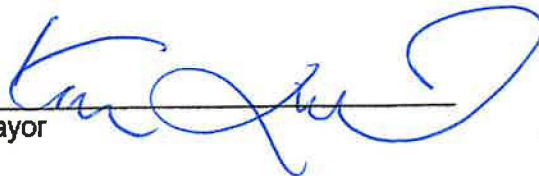
Section 12 – Non-waiver

The City's failure to insist upon the User's strict performance of any covenant, duty, agreement, or condition of this Use Agreement or the City's failure to exercise any right or remedy for breach thereof shall not constitute a waiver of any such breach or any other covenant, agreement, term or condition.

Section 13 – Authorization

The individual signing of this Use Agreement covenants and warrants that he/she is authorized to sign on behalf of the person or entity entering into this Use Agreement.

EXECUTED this 9th day of January, ~~2024~~ ²⁰²⁵ for the **CITY OF BELLINGHAM**
by:



Mayor

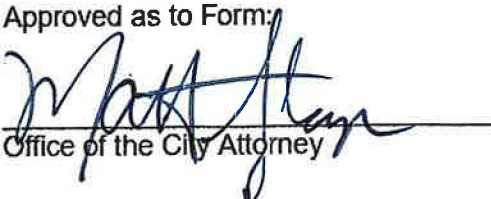
Departmental Approval:



Mike Olinger, Interim Public Works Co-Director
JOEL PFUNDT

Attest:


Finance Director

Approved as to Form:


Office of the City Attorney

WHATCOM COUNTY:

Recommended for Approval:

Elizabeth Kosa Public Works Director 1/29/25 Date

Approved as to form:

Approved via email CQ/BP
Christopher Quinn, Chief Civil Deputy Prosecuting Attorney Date

Approved:

Accepted for Whatcom County:

By: *Satpal Singh*
Satpal Singh Sidhu, Whatcom County Executive

STATE OF WASHINGTON)
COUNTY OF WHATCOM)

On this 5th day of February 20 25, before me personally appeared Satpal Singh Sidhu, 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.

Jake Logan
NOTARY PUBLIC in and for the State of Washington, residing at
Bellingham My commission expires 9/10/27

