

**CONTRACT FOR SERVICES AGREEMENT
(Whatcom County Sheriff's Office to Provide Law Enforcement Services)**

Puget Sound Energy, Inc., hereinafter called **Requester** and/or **Contractor**, and Whatcom County, hereinafter referred to as **County**, agree and contract as set forth in this Agreement, including:

- Exhibit A - Scope of Work
- Exhibit B - Extra Duty Assignment Policy
- Schedule A – Baker Lake Basin Law Enforcement Activity Report

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 25th day of May, 2024, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31st day of December, 2024.

The general purpose or objective of this Agreement is to: provide additional law enforcement resources to PSE property in the Baker Lake Basin during the summer operational period. Enforcement patrols for the Baker Basin include, but are not limited to, Kulshan Campground, boat launch, and parking areas during peak recreation season and holiday weekends, or as scheduled. The language of Exhibit A controls in case of any conflict between it and that provided here.

Billings shall be for:

- Reimbursable overtime rate specified in Whatcom County Unified Fee Schedule, currently \$99.00 per hour and subject to change during the term of this agreement. Total estimated costs = \$18,216.00
- Actual costs to include: Mileage and/or equipment costs Wages
- Upon completion of agreement Monthly Quarterly
- Other PSE Outline Agreement _____

The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

Billing for Services. The County shall bill the Requester for extra-duty overtime services in accordance with the Whatcom County Unified Fee Schedule (UFS). The current reimbursable overtime billing rate is \$99.00 per hour and is subject to change during the term of this agreement. Total estimated cost = \$18,216.00

Billing/Invoicing Address: Puget Sound Energy
47256 Baker Lake Dam Road
Concrete, WA 98237
Attention: Pamela Snavely
Email: pamelagarland@pse.com

Payment for Services. The County shall bill the Requester for services provided and shall send billings to the Requester billing address identified in this Agreement. The Requester shall reimburse the County within 30 days of receipt of billing from the County.

Agreement Alterations and Amendments. The County and the Requester may mutually amend this Agreement. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind the County and the Requester.

Assignment. The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express written consent of the other party.

Governing Law. This Contract shall be governed in all respects by the laws of the State of Washington. The jurisdiction for any action hereunder shall be the Superior Court for the State of Washington. The venue of any action hereunder shall be in the Superior Court for Whatcom County, State of Washington.

INSURANCE. The CONTRACTOR shall obtain and keep in force during the terms of the AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the Washington State Insurance Commissioner pursuant to Title 48 RCW. The Contracting Party with the County in this contract, shall carry for the duration of this Agreement general liability and property damage insurance with the following minimums:

Property Damage - \$1,000,000.00 per occurrence

General Commercial Liability & Property Damage for bodily injury - \$3,000,000.00 per occurrence

A Certificate of Insurance and Endorsements must be provided that identifies Whatcom County, officials, employees, agents, and volunteers as a named additional insured in the Contractor's insurance policy. This insurance shall be primary and shall waive all rights of subrogation. The County insurance shall be noncontributory. Proof of insurance requirements shall be provided by a Certificate of Insurance and Endorsements. Contractor must submit Certificate of Insurance and Endorsements as described above to the County prior to the commencement of any work on this project.

Failure of the Contractor to take out and/or maintain any required insurance shall not relieve the Contractor from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations concerning indemnification.

It is agreed by the parties that insurers shall have no right of recovery or subrogation against the County, including its employees and other agents and agencies. It is further agreed by the parties that insurance companies issuing the policy or policies required by this Agreement shall have no recourse against the County (including its employees and other agents and agencies) for payment of any premiums or for assessments under any form of policy. It is further agreed by the parties that any and all deductibles in the above described insurance policies shall be assumed by and be at the sole risk of the Contractor.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance secured by the CONTRACTOR, the County, Whatcom County Sheriff's Office, officials, employees, and agents will be named on all policies as an additional insured. The CONTRACTOR'S insurance required by this Section shall be in all circumstances primary to any coverage for third-party liability claims or actions provided to the SHERIFF'S OFFICE and/or the COUNTY by the County's membership in a Ch. 48.62 RCW "Risk Pool." The CONTRACTOR shall furnish the SHERIFF'S OFFICE with verification of insurance and endorsements required by the AGREEMENT. The SHERIFF'S OFFICE reserves the right to require complete, certified copies of all required insurance policies and any endorsements at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the SHERIFF'S OFFICE.

Any coverage for third party liability claims provided to WHATCOM COUNTY or its SHERIFF by a "Risk Pool" created pursuant to Ch. 48.62 RCW shall be non-contributory with respect to any policy of insurance the Contractor must provide in order to comply with this Agreement.

If the proof of insurance or certificate indicating the County is an "additional insured" to a policy obtained by the Contractor refers to an endorsement (by number or name) but does not provide the full text of that endorsement, then it shall be the obligation of the Contractor to obtain the full text of that endorsement and forward that full text to the County.

INDEMNIFICATION.

A. General. Contractor shall defend, indemnify, and hold Whatcom County, its officers, officials, employees, agents, and volunteers harmless from any and all claims, injuries, damages, losses, or suits, including all legal costs and attorney fees, arising out of or in connection with the County's performance of this Agreement, except for that portion of the injuries and damages caused by the sole negligence of Whatcom County or its officers or employees.

It is further specifically and expressly understood that the indemnification provided herein constitutes the contractor's waiver of immunity under industrial insurance, title 51 RCW, solely for the purposes of this indemnification. The parties further acknowledge that they have mutually negotiated this waiver.

B. Indemnification and the Public Duty Doctrine. Contractor understands that, pursuant to the legal doctrine in Washington called the "public duty doctrine," Whatcom County, its Sheriff's Office, and its officers and employees of the Whatcom County Sheriff's Office, owe a general duty to the public and not a specific duty of protection or care to the Contractor.

Contractor understands that by entering into this Agreement, the Sheriff's Office's and the Sheriff's Deputies duties are to the public in general, and neither Whatcom County, its Sheriff's Office, nor any of its officers or employees have a specific duty of protection or care to the Contractor, its employees, subcontractors, and agents, or any of its guests, or other people on the premises of the Contractor. Moreover, neither Whatcom County, its Sheriff's Office, nor any officer or employee of Whatcom County guarantees, in any way, the safety of any person or property as a result of the work performed under this Agreement. In the event of injury to any person or property, Contractor shall not assert that Whatcom County, its Sheriff's Office, or its Sheriff's Deputy owed any special duty to protect persons or property or provide care for such persons or property or had any special relationship with the owner or any other person to protect persons or property. This Agreement shall in no way create a duty for Whatcom County its Sheriff's Office, or any of its officers or employees where none previously existed. In the event Whatcom County is sued, and a court determines that the public duty doctrine does not apply, or an exception to the public duty doctrine exists with relation to an injury to the person or property of any employee, subcontractor, guest, or other person on the premises of Contractor or on the public roadway which relates to the performance of this Agreement, Contractor shall specifically indemnify, hold harmless, and defend Whatcom County, the Sheriff's Office, officers, employees, officials, agents, and volunteers thereof to the full extent permitted by law.

PARTIES ARE INDEPENDENT. The parties agree that neither shall be considered an employee or agent of the other.

Survival of Indemnity Obligations. Contracting Party with the County in this contract agrees all indemnity obligations shall survive the completion, expiration or termination of this Agreement.

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 Agreement shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto. The failure of either party 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.

CONTRACTOR'S BUSINESS PERFORMED AT ITS OWN RISK. Contractor shall take all necessary precautions and shall be responsible for the safety of its employees, agents, guests, and all persons on Contractor's property and invitees at all times when a Sheriff's Deputy is performing services pursuant to this Agreement.

EMERGENCY INTERRUPTIONS IN SERVICE. Sheriff's Deputies performing services called for in this Agreement shall at all times be subject to the rules, regulations, and policies of Whatcom County and its Sheriff's Office, and shall be required to follow the orders of supervisors and command staff. Contractor understands that Sheriff's Deputies, while performing services pursuant to this Agreement may, from time to time, be required to perform traditional police duties for the benefit of the greater public. Therefore, from time to time, Sheriff's Deputies performing services for Contractor may be required to respond to emergencies and abandon the services being called for under this Agreement. If the interruption to services is more than thirty minutes, Whatcom County and Contractor will agree to an amount of reduction in costs of services to account for the Sheriff's Deputies' time not performing services under this Agreement.

Termination. Either party may terminate this agreement upon thirty (30) days written notice to the other party.

Compliance with Laws. Contractor agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to Contractor's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of those operations.

Compliance with Civil Rights Laws. During the period of performance for this Agreement, both parties shall comply with all federal, state, and local nondiscrimination laws.

MISCELLANEOUS PROVISIONS.

Non-Waiver of Breach. The failure of Whatcom County to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements, or options, and the same shall be and remain in full force and effect.

Resolution of Disputes and Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If the parties are unable to settle any dispute, difference, or claim arising from the parties' performance of this Agreement, the exclusive means of resolving that dispute, difference, or claim, shall only be by filing suit exclusively under the venue, rules, and jurisdiction of the Whatcom County Superior Court, Whatcom County, Washington, unless the parties agree in writing to an alternative dispute resolution process. In any claim or lawsuit for damages arising from

the parties' performance of this Agreement, each party shall pay all its legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit, including all appeals, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the right of the Whatcom County Sheriff's Office to indemnification under this Agreement.

Written Notice. All written notices required under this agreement shall be sent to the parties at the addresses listed on the signature pages of the Agreement or forwarded electronically to the emails of the parties listed, and notices shall be deemed received three (3) business days after the date sent.

Assignment. Any assignment of this Agreement by either party without the written consent of the non-assigning party shall be void. If the non-assigning party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent.

Modification. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the Whatcom County Sheriff's Office and the Contractor.

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, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this and the provisions of this Agreement are declared to be severable.

Entire Agreement. The written provisions and terms of this Agreement, together with any Exhibits or Attachments attached hereto or referenced herein, shall supersede all prior verbal statements of any officer or other representative of the Whatcom County Sheriff's Office and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Agreement. All of the above documents are hereby made a part of this Agreement. However, should any language in any of the Exhibits or Attachments to this Agreement conflict with any language contained in this Agreement, the terms of this Agreement shall prevail. Further, the representative signing this Agreement on behalf of Contractor swears and affirms that he or she is authorized to enter into this Agreement on behalf of Contractor and that action is binding on the Contractor.

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

CONTRACTOR INFORMATION



Jennifer Broadbent (signature)
Puget Sound Energy, Inc.

March 26, 2024
Date

Phone and Email (see below)

Mailing Address:
Bothell Building O-M/S BOT 010
20111 120th Ave NE
Bothell, WA 98011

Contact Name: Jennifer Broadbent
Title: Consulting Contract Manager

Contact Email: Jennifer.broadbent@pse.com

EXHIBIT A
SCOPE OF WORK

This agreement is to provide extra law enforcement presence for protection of Government property and the general safety of the public on Forest Service lands during peak periods of public use. This agreement is for Whatcom County Sheriff's Office law enforcement patrol services in the Baker Lake Recreation area. Patrols shall be performed mid-week, holiday weekends, or when responding to complaints when no other resources are available from the Forest Service or from the deputy assigned to the Mt. Baker National Forest.

Objectives for law enforcement coverage in Baker Basin: enhance the safety and security of visitors attracted to the reservoir and its immediate environs as a result of the existence of the Baker Hydro Project.

Provide additional law enforcement coverage during the prescribed period of time in an effort to increase the presence and visibility of law enforcement within the project area. By having a variety of law enforcement resources assigned to work the project area, the ability to actively patrol, educate, deter, and investigate violations of federal and state laws and regulations increases the likelihood of gaining compliance from the visiting public. Additionally, with a collaborative approach to enforcement operations, coverage within the project area is sufficient to meet the needs of the law enforcement plan (LEP).

Law enforcement operations include, but are not limited to: handling a variety of criminal complaints, illegal drug and alcohol use, traffic violations, public health and safety issues, medical, resource protection, public education, and fire.

Furthermore, the collaborative efforts will address the increased visitation and attendance effects of sockeye season to include:

1. Parking and traffic-related violations
2. Boater/camper use and timing conflicts
3. Crowding and safety on and off the water
4. Emergencies, especially on the east side and on the water, which may be time sensitive.
5. Resource impacts – general use and misuse of developed and dispersed facilities
6. Boats anchoring in the lake in the dark without lights
7. Boaters traveling too fast
8. Boats not using the correct ramp for their size: i.e. only Kulshan and Swift Creek are appropriate for large boats and trailers
9. Boats coming from a wide area; invasive species inspections and education
10. Trash, human waste, bear and wildlife management
11. Violations of state boating and fishing regulations
12. Enforcement of delineated no-wake zones, swim areas, loon platforms

The Whatcom County Sheriff's Office agrees to:

- a) Provide enforcement patrol services by sworn and fully commissioned Whatcom County Sheriff's Office (WCSO) deputies.
- b) Deputies as determined by WCSO will patrol in Sheriff's Office-owned vehicles/vessels. Deputies will provide law enforcement services on properties on or around Baker Lake, in Whatcom County as scheduled from May 25, 2024 through September 30 2024. Additional services may be provided upon request through December 31, 2024.
- c) Enforce the laws of the State of Washington and ordinances of Whatcom County.
- d) Provide law enforcement services, in order to enhance the safety and security of those visiting the Baker Lake Recreational Area.
- e) Bill the Contractor once a month for services rendered and include the following information:
 1. Agency name, address, and telephone number
 2. Contract number
 3. Invoice date
 4. Performance dates of the work completed (start and end).
 5. Total invoice amount for the billing period.
 6. Statement that the invoice is a request for payment by reimbursement.
 7. Invoice Number
 8. Copies of all Baker Basin Law Enforcement Daily Activity Reports for the billing period (copy attached and labeled as Schedule A.)

- f) WCSO Deputies will not make any PSE keys available to anyone else or provide access to others to any secured PSE properties and or facilities.

Unit Rate Reimbursement

The WCSO overtime rate is \$99.00 per hour, with a 4-hour minimum. This rate covers wages, benefits, equipment use, and fuel costs.

Patrol Schedule:

Event:	Day:	Date(s):	Deputies:	Hours:	Cost*
Memorial Day weekend	Friday	May 25 th 2024	Two (2)	1600-0200 (10 Hrs)	\$1,980.00
	Saturday	May 26 th 2024	Two (2)	1600-0200 (10 Hrs)	\$1,980.00
Independence Day weekend	Friday	June 28 th 2024	Two (2)	1600-0200 (10 Hrs)	\$1,980.00
	Saturday	July 5 th 2024	Two (2)	1600-0200 (10 Hrs)	\$1,980.00
Other Patrol / Peak Recreation	Friday	July 12 th 2024	Two (2)	1600-2400 (8 Hrs)	\$1,584.00
	Saturday	July 13 th 2024	Two (2)	1600-2400 (8 Hrs)	\$1,584.00
	Friday	August 9 th 2024	Two (2)	1600-2400 (8 Hrs)	\$1,584.00
	Saturday	August 10 th 2024	Two (2)	1600-2400 (8 Hrs)	\$1,584.00
Labor Day weekend	Friday	August 30 th 2024	Two (2)	1600-0200 (10 Hrs)	\$1,980.00
	Saturday	August 31 st 2024	Two (2)	1600-0200 (10 Hrs)	\$1,980.00

Baker Lake is in an isolated region of our county; therefore, WCSO requires that a minimum of two deputies work the area together during the busy weekends. On some shifts, WCSO will be able to use the Forest Service deputy to help meet this requirement. Each 10-hour shift includes 2 hours of travel time and 8 hours of patrol time; each 8-hour shift includes 2 hours of travel time and 6 hours of patrol time.

EXHIBIT B

EXTRA-DUTY ASSIGNMENT POLICIES

1. Applications and Agreements to Hire Extra-Duty Deputies must be completed, signed, and submitted to the address below at least five (5) business days prior to the event.

Whatcom County Sheriff's Office
Attention: Jason Karb, Administrative Sergeant
311 Grand Avenue, Bellingham, WA 98225
Sgt. Karb may also be contacted at 360-778-6742 or JKarb@whatcomcounty.us

2. No extra duty assignment will be scheduled without an Agreement to Hire Extra-Duty Deputies approved by the Whatcom County Sheriff's Office.
3. Deputies receive their authority and direction from the Whatcom County Sheriff's Office; deputies do not operate under the direction of the party requesting extra duty services.
4. Deputies may perform law enforcement functions only.
5. Only County owned vehicles and assets may be used by deputies working extra-duty details.
6. For officer and public safety, a minimum number of deputies may be required for an event. The Sheriff's Office makes final determination as to the number of deputies required for an event if the application is accepted. This term is not negotiable.
7. Deputies must be hired for a minimum of four (4) hours for extra-duty assignments.
8. Sheriff's Office staff will deal with one person from the requesting party as primary contact. One alternate may be selected.
9. All schedule changes must be communicated to the assigned Sheriff's Office representative.
10. The Sheriff's Office requires forty-eight (48) hours written notice to cancel an extra-duty assignment. If the required notice is not given, the requesting party will be billed and responsible for paying the Sheriff's Office for the scheduled work.
11. The Whatcom County Sheriff's Office may, at its discretion, cancel any or all extra-duty jobs due to Sheriff's Office conflicts.
12. Agreements to hire extra-duty deputies will NOT be accepted for some types of service, including but not limited to: direct sale/distribution of alcoholic beverages, bail bond recovery, investigative work for insurance companies, private investigations, private guard service (including bodyguard), collection agencies, attorneys conducting any type of investigative services, jobs involving civil matters such as labor disputes, landlord/tenant disputes, jobs outside Whatcom County.

SCHEDULE A

Baker Lake Basin Law Enforcement

Activity Report

- Baker Lake
 Lake Shannon

Name:	Date:	Shift:
Agency:	Starting Mileage:	Ending Mileage:

Activity	Number of Hours	Number of Contacts
Agency Assist		
Public Assist		
SAR/Medical		
Traffic/Accidents		
Assault/Disorderly		
Drug Enf/Inv		
General Patrol		
Fire		
Property		
Recreation		
Forest Products		
Fish/Wildlife		
Boating Inspections *Aquatic Invasive Species		
Alcohol Violations		
Other		
Totals	0.00	0.00

Total # of Arrests:		Arrest Assist:
Incident Reports:	Warning Notices:	Violation Notices:
State Assist:		FS Assist:

Comments:

Employee Signature:	Date:
----------------------------	--------------

V3.1(02/2011)