

**WHATCOM COUNTY CONTRACT  
INFORMATION SHEET**

Whatcom County Contract No.  
2024 11013

Originating Department:	Sheriff's Office
Division/Program: (i.e. Dept. Division and Program)	Emergency Management
Contract or Grant Administrator:	Matt Klein
Contractor's / Agency Name:	Lake Whatcom Water and Sewer District

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

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

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

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

Is this contract the result of a RFP or Bid process? Contract \_\_\_\_\_  
 Yes  No  If yes, RFP and Bid number(s): \_\_\_\_\_ Cost Center: 16785

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

If YES, indicate exclusion(s) below:

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

Contract Amount:(sum of original contract amount and any prior amendments): \$ <u>50,000.00</u>	Council approval required for; all property leases, contracts or bid awards <b>exceeding \$40,000</b> , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, <b>except when:</b> 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance. 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
This Amendment Amount: \$ <u>0.00</u>	
Total Amended Amount: \$ <u>50,000.00</u>	

Summary of Scope: \_\_\_\_\_

To provide emergency management services to the Lake Whatcom Water and Sewer District @ \$10,000 per year for five years.

Term of Contract: Five Years      Expiration Date: 12/31/2029

Contract Routing:	1. Prepared by: <u>S Webster</u>	Date: <u>9/24/2024</u>
	2. Attorney signoff: <u>B Waldron (via email)</u>	Date: <u>9/24/2024</u>
	3. AS Finance reviewed: <u>B Bennett (via email)</u>	Date: <u>9/27/2024</u>
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: <u>J Clary</u>	Date: <u>10/10/2024</u>
	6. Submitted to Exec.: <u>[Signature]</u>	Date: <u>11/6/24</u>
	7. Council approved (if necessary): <u>AB2024-709</u>	Date: <u>11/6/2024</u>
	8. Executive signed: <u>[Signature]</u>	Date: <u>11.7.24</u>
	9. Original to Council: _____	Date: _____

Whatcom County Contract No.

202411013

**CONTRACT FOR SERVICES**  
**Between Whatcom County through the Whatcom County Sheriff's Office Division of Emergency Management**  
**and Lake Whatcom Water and Sewer District**

Lake Whatcom Water and Sewer District, hereinafter called **Requestor**, and Whatcom County, hereinafter referred to as **County**, agree and contract as set forth in this Agreement, including:

General Conditions pp. 1 to 5,  
Exhibit A - Scope of Work p. 6,  
Exhibit B - Compensation, p. 7.

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 1<sup>st</sup> day of January, 2025, regardless of the date of signature, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31<sup>st</sup> day of December, 2029.

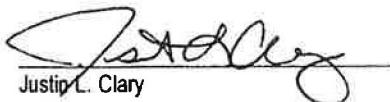
The general purpose or objective of this Agreement is for the Whatcom County Sheriff's Office Division of Emergency Management to provide emergency management services to the Lake Whatcom Water and Sewer District (LWWSO) in the City of Bellingham, WA and Whatcom County, WA, as more fully and definitively described in Exhibit A hereto. The language of Exhibit A controls in case of any conflict between it and that provided here.

The maximum consideration for the initial term of this agreement or for any renewal term shall not exceed \$10,000.00. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

IN WITNESS WHEREOF, the parties have executed this Agreement this 7<sup>th</sup> day of November, 2024.

By signing this Agreement, I represent and warrant that I am duly authorized and have legal capacity to execute and deliver this Agreement. I have read, acknowledge, and accept the Terms and Conditions set forth in this Agreement.

**FOR LAKE WHATCOM WATER AND SEWER DISTRICT:**

  
Justin L. Clary

10/10/2024  
Date

Contact Administrator / Contact Name: Justin Clary, General Manager  
Contact Phone: 360-734-9224  
Contact Email: justin.clary@lwwsd.org  
Contact Mailing Address: 1220 Lakeway Drive, Bellingham, WA 98229



## GENERAL CONDITIONS

**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.

**Insurance.** The Requestor 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 Requestor shall carry for the duration of this Agreement general liability and property damage insurance with the following minimums:  
Property Damage per occurrence - \$1,000,000.00  
General Liability & Property Damage for bodily injury- \$3,000,000.00 per occurrence

A Certificate of Insurance and endorsements must be provided by the Requestor that identifies the County as a named additional insured in the Requestor'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. Requestor 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 Requestor to take out and/or maintain any required insurance shall not relieve the Requestor 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 Requestor.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance secured by the Requestor, Whatcom County, its departments, officials, employees, agents, and volunteers will be named on all policies as an additional insured. The Requestor'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 Requestor shall furnish the Whatcom County's Sheriff's Office (WCSO) with verification of insurance and endorsements required by the Agreement. The WCSO 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 WCSO.

Any coverage for third party liability claims provided to Whatcom County, its departments, employees, officials, agents, or volunteers by a "Risk Pool" created pursuant to Ch. 48.62 RCW shall be non-contributory with respect to any policy of insurance the Requestor 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 Requestor 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 Requestor to obtain the full text of that endorsement and forward that full text to the County.

### **Indemnification.**

**A. General.** Requestor 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 Requestor'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.** Requestor 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 Requestor. Requestor understands that by entering into this Agreement, the Sheriff's Office and its Emergency Management staff 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 Requestor, its employees, subcontractors, and agents,



or any of its guests, or other people on the premises of the Requestor. 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, Requestor shall not assert that Whatcom County, its Sheriff's Office, or its Emergency Management staff 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 its Emergency Management staff, 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 Requestor or on the public roadway which relates to the performance of this Agreement, Requestor shall specifically indemnify, hold harmless, and defend Whatcom County, its Sheriff's Office and Emergency Management, and each and every officer and employee 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.

**Requestor's Business Performed at Its Own Risk.** Requestor shall take all necessary precautions and shall be responsible for the safety of its employees, agents, guests, and all persons on Requestor's property and invitees at all times when Emergency Management staff or Sheriff's Office personnel are performing services pursuant to this Agreement.

**Emergency Interruptions in Service.** Emergency Management staff and Sheriff's Office personnel 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. Requestor understands that Emergency Management staff and Sheriff's Office personnel, while performing services pursuant to this Agreement may, from time to time, be required to perform traditional duties for the benefit of the greater public. Therefore, from time to time, Emergency Management staff and Sheriff's Office personnel performing services for Requestor may be required to respond to emergencies and abandon the services being called for under this Agreement.

**Termination.** Either party may terminate this agreement upon ninety (90) days written notice to the other party.

**Compliance with Laws.** Requestor agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to Requestor'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.

**Notice.** Any notices or communications required or permitted to be given by this Contract must be (i) given in writing and (ii) personally delivered or mailed, by prepaid, certified mail or overnight courier, or transmitted by electronic mail transmission (including PDF), to the party to whom such notice or communication is directed, to the mailing address or regularly-monitored electronic mail address of such party as follows:

To Requester

Lake Whatcom Water and Sewer District  
Justin Clary, General Manager  
1220 Lakeway Drive  
Bellingham, WA 98229  
Phone: 360-734-9224  
Email: justin.clary@lwwsd.org

To County

Whatcom County Sheriff's Office, Division of Emergency Management  
Matt Klein, Deputy Director  
3888 Sound Way  
Bellingham, WA 98226  
Phone: 360-778-7160  
Email: mkleinl@co.whatcom.wa.us

Any such notice or communication shall be deemed to have been given on (i) the day such notice or communication is personally delivered, (ii) three (3) days after such notice or communication is mailed by prepaid certified or registered mail, (iii) one (1) working day after such notice or communication is sent by overnight courier, or (iv) the day such notice or communication is sent electronically, provided that the

sender has received a confirmation of such electronic transmission. A party may, for purposes of this Agreement, change his, her, or its address, email address or the person to whom a notice or other communication is marked to the attention of, by giving notice of such change to the other party pursuant to this Section.

This Contract may be executed by Email transmission and PDF signature and Email transmission and PDF signature shall constitute an original for all purposes. If agreed by the parties, this Contract may be executed by Email transmission and PDF signature and Email transmission and PDF signature shall constitute an original for all purposes.

#### **Miscellaneous Provisions.**

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.

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.

Waiver of Breach. 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.

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

Any arbitration proceeding commenced to enforce or interpret this Contract shall be brought within six years after the initial occurrence giving rise to the claim, dispute, or issue for which arbitration is commenced, regardless of the date of discovery or whether the claim, dispute, or issue was continuing in nature. Claims, disputes, or issues arising more than six years prior to a written request or demand for arbitration issued under this Contract are not subject to arbitration.

The parties may agree in writing signed by both parties that a claim or dispute may be brought in Whatcom County Superior Court rather than mediation or arbitration.

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.

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.

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

**EXHIBIT "A"**  
(Scope of Work)

The Whatcom County Sheriff's Office, Division of Emergency Management (WCSO-DEM), will provide the following services to the Lake Whatcom Water and Sewer District (LWWSD):

**Emergency Response Plan (ERP).** LWWSD will conduct a Risk and Resilience Assessment that complies with the America's Water Infrastructure Act (AWIA) of 2018 during the term of the Agreement (anticipated to be completed in 2026). Following assessment completion, LWWSD will update its ERP, as required by AWIA. WCSO-DEM will review a draft of the updated ERP and provide comments for LWWSD in consideration of incorporation within one month of receipt of the draft document to allow LWWSD's timely submittal of the AWIA-required Certification Letter to the U.S. Environmental Protection Agency.

**Emergency Response Workshop.** The WCSO-DEM will annually conduct a workshop (no greater than four hours in duration) at the Whatcom Unified Emergency Coordination Center. The workshop will coordinate roles and responsibilities of all public and community agencies (including but not limited to WCSO-DEM, LWWSD, Whatcom County Community and Health Services, South Whatcom Fire Authority, and Sudden Valley Community Association) that may respond to a disruptive event in the LWWSD service area.

**Assessment and Audit Exercises.** The WCSO-DEM will annually design and conduct for LWWSD at LWWSD facilities emergency response exercises (two full-scale and three tabletop exercises) during the five-year term of the Agreement. The specific dates, locations, and scenarios will be mutually determined by LWWSD and WCSO-DEM.

**Assistance with Grant Applications.** The WCSO-DEM will provide consulting assistance to LWWSD in preparing for grant funding from the Federal Emergency Management Agency (FEMA) and other sources.

**EXHIBIT "B"**  
(Compensation)

Billings shall be for a fixed annual cost of \$10,000.00 per year, to be billed semi-annually. The County shall bill the Contractor for services provided and shall send billings to the Contractor billing address identified in this Agreement. Payment will be considered timely if it is made within 30 days of receipt of billing.





**WHATCOM COUNTY  
SHERIFF'S OFFICE**  
DONNELL "TANK" TANKSLEY  
Sheriff



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

**MEMO**

To: Satpal Singh Sidhu, Whatcom County Executive

From: Sheriff Donnell "Tank" Tanksley, Director   
Matt Klein, Deputy Director   
Sheriff's Office Division of Emergency Management

Subject: Lake Whatcom Water and Sewer District  
Emergency Management Services Agreement

Date: September 24, 2024

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The attached Contract for Services Agreement specifies the terms whereby the Whatcom County Sheriff's Office Division of Emergency Management (WCSD-DEM) will provide emergency management services to the Lake Whatcom Water and Sewer District.

WCSD-DEM will provide emergency management services that, as detailed in Exhibit A: Scope of Work, include planning, training, and exercise deliverables. This continues services that WCSD-DEM provided under the previous contract #201705001 for 2017-2019 and contract #202007010 for 2020-2024.

The Lake Whatcom Water and Sewer District will pay WCSD-DEM \$10,000 per year for these services.

This is a five-year contract and runs from 01/01/2025 through 12/31/2029.

Please contact Matt Klein (778-7160) if you have any questions or concerns regarding this contract.

**RECEIVED**  
NOV 6 2024  
WHATCOM COUNTY  
EXECUTIVE'S OFFICE