



**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** for User by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Job Title

**ACCEPTED** for the **CITY OF BELLINGHAM** by:

\_\_\_\_\_  
Michael Olinger, Joel Pfundt, Public Works Co-Directors

\_\_\_\_\_  
Date

**WHATCOM COUNTY:**  
**Recommended for Approval:**

\_\_\_\_\_  
Elizabeth Kosa, Public Works Director    Date

**Approved as to form:**

\_\_\_\_\_  
Christopher Quinn, Chief Civil Deputy Prosecuting Attorney    Date

**Approved:**  
Accepted for Whatcom County:

By: \_\_\_\_\_  
Satpal Singh Sidhu, Whatcom County Executive