

LAKE WHATCOM WATER AND SEWER DISTRICT 1220 LAKEWAY DRIVE BELLINGHAM, WASHINGTON 98229

REGULAR MEETING OF THE BOARD OF COMMISSIONERS

AGENDA

July 27, 2016

8:00 a.m. – Regular Session

- 1. CALL TO ORDER
- PUBLIC COMMENT OPPORTUNITY
 At this time, members of the public may address the Commission. Please state your name prior to making comments.
- 3. ADDITIONS, DELETIONS, OR CHANGES TO THE AGENDA
- 4. CONSENT AGENDA
- 5. SPECIFIC ITEMS OF BUSINESS:
 - A. Herrera Environmental Scope of Work and Budget
- 6. OTHER BUSINESS
- 7. MANAGER'S REPORT
- 8. PUBLIC COMMENT OPPORTUNITY
- 9. ADJOURNMENT



LAKE WHATCOM WATER AND SEWER DISTRICT

AGENDA BILL

DATE SUBMITTED:	July 18, 2016					
TO BOARD OF COMMISSIONERS		0,	À.			
FROM: Patrick Sorensen	MANAGER A	PPROVAL &	Au			
MEETING AGENDA DATE:	July 27, 2016	7				
AGENDA ITEM NUMBER:	5.A.					
SUBJECT:	Herrera Environmental Scope of Work and Budget					
LIST DOCUMENTS PROVIDED ⇒	1. Agreement	and Scope of Work				
NUMBER OF PAGES INCLUDING AGENDA BILL:	2.					
	3.	3.				
TYPE OF ACTION REQUESTED	RESOLUTION	FORMAL ACTION/ MOTION 🛛	INFORMATIONAL/ OTHER ⊠			

BACKGROUND / EXPLANATION OF IMPACT

At the previous Board meeting Rob Zisette from Herrera Environmental provided a presentation on a proposal to provide environmental testing services along the North Shore of Lake Whatcom. The Board had the opportunity to ask Mr. Zisette questions regarding the proposed approach for testing. Attached is a contract with a Scope of Services that addresses the terms and conditions agreed to at our last meeting.

FISCAL IMPACT

The total fee for professional services including travel and per diem costs are \$18,052.00. As this was not originally budgeted, the cost will be coming out of the storm water contingency fund. This was previously explained to the Board.

RECOMMENDED BOARD ACTION

To approve a contract with Herrera Environmental for services as described in the Scope of Services.

PROPOSED MOTION

To approve and authorize the General Manager to sign a Professional Services Agreement with Herrera Environmental in an amount not to exceed \$18,052.00

LAKE WHATCOM WATER AND SEWER DISTRICT PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made on July 18, 2016, between LAKE WHATCOM WATER AND SEWER DISTRICT ("District"), a Washington municipal corporation and Herrera Environmental Consultants, Inc. ("Consultant").

In consideration of the mutual benefit derived by the parties and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree and covenant as follows:

1. PROJECT

Consultant shall perform all services and furnish all labor, tools, materials, and equipment for the District's project known as Lake Whatcom North Shore Water Quality Testing ("Project") in accordance with and as more fully described in Attachment A – Scope of Work. No additional services shall be performed or deemed authorized without the written prior authorization from the District

2. PROJECT COST

The District shall pay Consultant for actual services rendered per Attachment B - Rates and Charges not to exceed an amount of eighteen thousand fifty two (\$18,052.00) ("Project Cost"). The Rates and Charges include all costs associated with the Project, including, but not limited to labor, materials, overhead, administrative, and permit and regulatory costs, unless otherwise agreed to by the parties in writing. Prior written approval from the District is required for any services not included in the Scope of Work (Attachment A). Consultant shall have no right or claim for payment for services provided which are not included in the Scope of Work (Attachment A) even if said services were performed in good faith. Any services performed in violation of this paragraph shall be at the sole cost and expense of Consultant.

3. AGREEMENT TERM/PERIOD OF PERFORMANCE

Consultant shall commence work under this Agreement upon receipt of notice to proceed from the District. The Scope of Work must be completed no later than December 31, 2016 unless extended or terminated earlier by the District pursuant to the terms and conditions of this Agreement.

4. PAYMENT TERMS

The Project Cost shall be payable in the following manner: On or before the 26th day of each month, Consultant shall submit a detailed monthly invoice for all services provided describing in reasonable and understandable detail the services invoiced, the progress of the Scope of Work, and the requested payment amount. The District shall issue a warrant for payment of approved services contained in the invoice within thirty (30) days after approval.

5. CHANGE IN THE SCOPE OF WORK

Change in the Scope of Work, Project Cost, or Term shall require execution of a written amendment signed by the Consultant and District. The District may at any time order additions, deletions, revisions, or other written changes in the Scope of Work. The Consultant will prepare and submit a proposal to the District for consideration that details changes to the Scope of Work, Project Cost or Term, at the request of the District.

Form Revision

6. STANDARD OF CARE

The Consultant shall be responsible for the professional quality, technical adequacy and accuracy, timely completion and coordination of all tests, reports and other services prepared or performed pursuant to this Agreement. The Consultant shall perform its work to conform to generally accepted professional standards applicable to the types of services and work provided hereunder. The Consultant shall be responsible for the professional standards, performance and actions of all persons and firms performing work pursuant to this Agreement. The Consultant shall, without additional compensation, correct or revise any errors, omissions or specific breaches of a contractual obligation in such tests, reports and other services. The District's approval of plans, drawings and specifications shall not relieve Consultant of responsibility for the adequacy or accuracy thereof. Consultant shall remain liable for damages and costs incurred by the District arising from Consultant's errors, omissions or negligent performance of services furnished under this Agreement.

7. INDEMNIFICATION

Consultant and subcontractors of Consultant agree to defend, indemnify, and hold harmless the District, its commissioners, officers, managers, employees, engineers, agents, and volunteers from and against any and all demands, claims. losses, injuries, damages, liabilities, suits, judgment, reasonable attorneys' fees and costs, and other expenses of any kind on account of, relating to, or arising out of any negligent, intentionally tortious, or unlawful, acts or omissions of the Consultant in the performance of the Scope of Work under this Agreement, except to the extent such injuries or damages are caused by the negligence of the District. For the purposes of this indemnification, Consultant specifically and expressly waives any immunity granted under the Washington Industrial Insurance Act, Title 51 RCW. This waiver has been mutually negotiated and agreed to by the parties. If a court of competent jurisdiction determines that this agreement is subject to RCW 4.24.115. Consultant's obligation to defend, indemnify, and hold harmless the District, its officers. employees, agents and volunteers shall be limited to the extent of the Consultant's negligent, intentionally tortious, or unlawful, acts or omissions. Consultant shall include this indemnification obligation for the benefit of the District as a subcontractor requirement in any subcontractor agreement which includes performance of services under this Agreement; provided that, Consultant shall remain wholly responsible to the District for performance of the indemnification obligation set forth herein. The provisions of this paragraph shall survive the expiration or termination of this Agreement.

8. INSURANCE

Consultant shall obtain, and keep in force during the term of this Contract, insurance policies as follows:

- a. Commercial General Liability. Limits no less than \$1,000,000.00 combined single limit per occurrence and \$2,000,000.00 aggregate for personal injury, bodily injury and property damage. Coverage shall be as broad as Insurance Services Office form number (CG 00 01) covering Commercial General Liability.
- b. Automobile Liability Insurance. Limits no less than \$1,000,000.00 combined single limit per accident for bodily injury and property damage. Coverage shall be as broad as Insurance Services Office form number (CA 00 01) covering Business Auto Coverage, symbol 1 "any auto"; or the combination of symbols 2, 8, and 9.

- c. Workers' Compensation. Coverage shall be at least as broad as Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this work by applicable Federal Law.
- d. Professional Liability. Professional Liability coverage may be required at the option of the District, in an amount of not less than \$1,000,000 per claim and in the aggregate. Insurance shall have a retroactive date before the commencement of the Term and coverage shall remain in effect for the Term of this Agreement plus three years.
- e. The insurance policies shall specifically name the District, its elected or appointed officials, officers, employees, and volunteers as insureds with regard to damages and defense of claims arising from (1) activities performed by or on behalf of the Consultant; or (2) products and completed operations of the Consultant; or (3) premises owned, leased, or used by the Consultant.
- f. The insurance policies (1) shall state that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; (2) shall be primary insurance with regard to the District; and (3) shall state that the District will be given at least 45 days' prior written notice of any cancellation, suspension or material change in coverage.
- g. Before commencing work and services, Consultant shall provide to the District a Certificate of Insurance evidencing the required insurance accompanied by endorsements as are necessary to comply with the requirements of this section. The District reserves the right to request and receive a certified copy of all required insurance policies.
- h. Any payment of deductible or self-insured retention shall be the sole responsibility of Consultant.

9. COMPLIANCE WITH CODES AND REGULATIONS

Consultant is expected to comply with all applicable statutes in performing the Scope of Work, including, but not limited to all state and local laws, regulations, codes and standards that are applicable at the time Consultant performs the services.

10. PERMITS, TAXES, TEMPORARY FUNCTIONS

Consultant shall secure and pay for all permits, fees and licenses necessary for the performance of this Agreement. Consultant shall pay any and all federal, state and municipal taxes, including sales taxes, if any, for which Consultant may be liable in carrying out this Agreement.

11. TERMINATION

This Agreement may be terminated by the District for cause when the District deems continuation to be detrimental to its interests or for failure of the Consultant to adequately perform the services specified in the Agreement. The District may terminate this Agreement for cause by sending a written notice to Consultant that specifies a termination date at least seven (7) days after the date of notice. This Agreement may also be terminated by the District without cause by sending written notice to Consultant that specifies a termination date at least thirty (30) days after the date of notice. Unless terminated for Consultant's material breach, Contractor shall be paid or reimbursed for all hours worked up to the termination date, less all payments previously made; provided that the work

Form Revision

performed after the date of notice must be only that which is reasonably necessary to terminate the work in a professional manner, unless otherwise agreed.

12. GENERAL PROVISIONS

a. Notices. Any notice or demand desired or required to be given under this Agreement shall be in writing and deemed given when personally delivered, sent by facsimile machine, or deposited in the United States Mail (or with an express courier), postage prepaid, sent certified or registered mail, and addressed to the parties as set forth below or to such other address as either party shall have previously designated by such a notice:

District: Consultant: Attn: General Manager Attn: Rob Zisette Lake Whatcom Water and Sewer District Herrera Environmental Consultants, Inc. 1220 Lakeway Drive 2200 Sixth Ave., Suite 1100 Bellingham, WA 98229 Seattle, WA 98121_ Phone: (360) 734-9224 Phone: (206) 787-8262 Fax: (360) 738-8250 Fax: (206) 441-9108

- b. Records and other Tangibles. Until the expiration of six years after the term of this Agreement, Consultant agrees to maintain accurate records of providing the services specified by the Agreement and to deliver such records to the District as requested by the District.
- c. Ownership of Work. The District has ownership rights to the plans, specifications, and other products prepared for the Project by the Consultant. Consultant shall not be responsible for changes made in the plans, specifications or other products by anyone other than the Consultant. Consultant shall have free right to retain, copy and use any tangible materials or information produced but only for its own internal purposes. Use of documents or other materials prepared under this Agreement for promotional purposes shall require the District's prior consent.
- d. Disclosure. All information developed by Consultant and all information made available to the Consultant by the District, and all analyses or opinions reached by the Consultant shall be confidential and shall not be disclosed by Consultant without the written consent of the District, unless said information is made publicly available by the District or the City of Bellingham.
- e. Non Discrimination. During the term of this Agreement, the Consultant agrees that no person shall, on the grounds of race, creed, color, national origin, sex, marital status, age, religion, or on the presence of any sensory, mental or physical disability, be discriminated against by the Consultant.
- f. Relationship of the Parties. Nothing contained herein or any document executed in connection herewith, shall be construed to create an employer-employee relationship or joint venture relationship between the District and Consultant, its employees or subcontractors. The Consultant is an independent contractor. The Consultant is responsible for its acts or omissions and acts or omissions of its agents, employees, servants, subcontractors, or otherwise during the performance of this Agreement.

- g. Entire Agreement. This Agreement and its attachments contain the entire understanding between the District and Consultant relating to the Project which is the subject of this Agreement. Subsequent modification or amendment of this Agreement shall be in writing and signed by the parties to this Agreement.
- h. Waiver. Waiver of any breach or default hereunder shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Agreement.
- i. Assignment. The Consultant shall not assign, or transfer any interest in this Agreement in whole or in part to any individual, firm or corporation without the prior written consent of the District. Subject to the provisions of the preceding sentence, this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the Consultant. This Agreement is made only for the benefit of the District and the Consultant and successors in interest and no third party or person shall have any rights hereunder whether by agency or as a third party beneficiary.
- j. Severability. If any term, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall remain in effect.
- k. Dispute Resolution. If any dispute, controversy, or claim (collectively "dispute") arises out of this Agreement, the parties agree to first try to settle the dispute in non-binding mediation with the assistance of a recognized professional mediation service. The parties shall each designate a representative with full settlement authority who will participate in the mediation. The parties shall bear all expenses associated with the mediation equally, except for attorneys' fees. Any dispute subject to, but not resolved by, mediation shall be subject to a private arbitration which, unless the parties mutually agree otherwise, shall be held in accordance with RCW 7.04A.
- 1. Jurisdiction/Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Any suit to enforce or relating to this Agreement, including the enforcement of any arbitration award, shall be brought in Whatcom County Superior Court, Whatcom County, Washington.
- m. Attorneys' Fees. In the event that any party commences litigation against the other party relating to the performance, enforcement or breach of this Agreement, the prevailing party in such action shall be entitled to all costs, including attorneys' fees, expert witness fees and costs and any such fees or costs incurred on appeal.
- n. Counterparts. This Agreement may be executed in counterparts and each shall be deemed an original, but all of which together shall constitute a single instrument.

In Witness Whereof, the parties enter into this Agreement, mutually agree on above terms, are authorized to execute this Agreement and the parties have executed this Agreement on the day and year indicated.

Hervera Environmental Consultants ("CONSULTANT") Thun He Sure (Signature)	. Inc.
Theresa M. Wood, Vice President (Printed Name and Title)	
Dated: 7/20/2016	
Approved as to form:	
Robert Carmichael Attorney for Lake Whatcom Water & Sewer District	
Dated:	
Lake Whatcom Water and Sewer District ("DISTRICT")	
Patrick Sorensen, General Manager	
Dated:	AMERICA AMERIC

ATTACHMENT A - SCOPE OF WORK

LAKE WHATCOM NORTH SHORE WATER QUALITY TESTING

On June 29, 2016, Lake Whatcom Water and Sewer District (LWWSD) authorized Herrera Environmental Consultants (Herrera) to prepare a scope of work and cost estimate to prepare a Sampling and Analysis Plan (SAP) for determining if onsite sewage system (OSS) leachate is a source of fecal coliform bacteria and phosphorus pollution in Lake Whatcom. Herrera will review existing information, outline the SAP, attend a workshop and meetings, and prepare the draft and final SAP.

This scope of work includes a discussion of the activities, assumptions, deliverables, and a schedule associated with this project:

- Task 1.0 Review Information
- Task 2.0 Outline SAP
- Task 3.0 Attend Workshop
- Task 4.0 Prepare SAP
- Task 5.0 Project Management and Meetings.

The schedule assumes that Herrera receives notice to proceed on the project by July 28, 2016.

Task 1.0 - Review Background Information

Herrera will conduct a cursory review of existing conditions of Lake Whatcom and OSS in the study area, and recent and current monitoring by others to understand and how the project SAP could supplement existing efforts and avoid duplication of work. This information will include:

- Lake conditions of fecal coliform bacteria and phosphorus loadings based on the total maximum daily load (TMDL) studies and implementation plan
- OSS conditions based on information and data recently compiled by Wilson Engineering for LWWSD
- OSS inspection and maintenance practices by Whatcom County
- Lake monitoring by LWWSD, Whatcom County, and City of Bellingham.

Herrera will review literature on sanitary sewage source investigation methods that may be used as a model for the project SAP. Herrera will use literature review findings previously performed by Herrera for various microbial source tracking studies, and update it with additional information obtained by researching online sources of information that are specific to monitoring OSS impacts on lakes.

Herrera will conduct a cursory review of literature on OSS impacts to lake water quality. Online sources of information will be summarized review will include examples of case studies of OSS

impacts to lake water quality, and management practices and policies for OSS located near lakes used for drinking water supply.

Assumptions

LWWSD will provide Herrera with information and contacts for review of recent and current lake monitoring programs and pollutant sources, and OSS conditions and inspection/maintenance practices.

Deliverables and Schedule

Literature review will be completed by August 12, 2016; the review findings will be summarized in the SAP outline (Task 2.0)

Task 2.0 — Outline SAP

Herrera will prepare an annotated outline of the project SAP summarizing results of the information review (Task 1.0), and outlining the recommended sampling and analysis methods for determining if onsite sewage systems are a source of pollution to Lake Whatcom. Methods for detecting sewage contamination of lake water range from simple field and laboratory tests of indicator chemicals or bacteria, to complex molecular methods analyzing the DNA of fecal bacteria or viruses. Herrera has evaluated all of the available methods for multiple projects and most recently recommended field testing with a fluorometer to measure low concentrations of optical brighteners for detecting OSS contamination of streams draining to Hood Canal. Herrera's principal investigator originally used fluorometer testing in 1981 to locate failing OSS units along the shoreline of Pine Lake in Sammamish, Washington. Field fluorometers have since been developed that accurately measure low concentrations of optical brighteners by measuring a specific wavelength and employing methods to correct interferences from natural substances in surface waters. Herrera will compare advantages of the two instruments from Turner Designs: AquaFluor handheld fluorometer (0.5 ppm detection limit of grab samples) and the Cyclops-7 submersible sensor (0.6 ppb detection limit with long-term data logging at higher cost). Herrera will also investigate the potential for detecting optical brighteners by renting a flow-through fluorometer.

The sampling design of optical brighteners and/or other indicator parameters will be developed based on designs of successful investigations that target locations and periods of maximum sewage discharge to the lake. It is recommended that monitoring be conducted at many nearshore locations within and outside areas of suspected discharge based on findings of the OSS analysis. Monitoring should be conducted when maximum discharge is expected, such as Saturday morning when laundry detergents are in high use, and following storm events when shallow groundwater discharge to the lake is high. It is anticipated that monitoring would be conducted on one or two days in the late fall of 2016.

An alternative monitoring approach will be considered that includes dye testing of individual OSS units. Green dye would be added to a system and observed in the lake or temporary well points installed near the shoreline. This monitoring may be conducted as an alternative to

2 of 4

nearshore monitoring of optical brighteners or other indicator parameters, or to verify that a specific OSS is responsible for the positive detection of indicator parameters.

The annotated outline will also describe the data analysis and statistical procedures for evaluating the collected data, and assess the confidence level of conclusions obtained from the alternative sampling designs. A cost estimate and preliminary schedule to implement the SAP will be included in the annotated outline.

Assumptions

- Background information will be summarized in a separate document to be included as an appendix of the SAP
- Recommended sampling analysis procedures will be briefly outlined

Deliverables and Schedule

SAP outline in electronic format by September 2, 2016

Task 3.0 - Attend Workshop

Herrera will attend a workshop with the District Board of Commissioners and other stakeholders to summarize preliminary research and coordinate completion of the SAP. Herrera's principal investigator will present research findings and recommendations outlined for Task 2 at a workshop to be scheduled by LWWSD.

Assumptions

- Workshop will be approximately 2 hours long to include a presentation and open discussion of the SAP outline
- Herrera's principal investigator will attend the workshop in Bellingham
- Herrera will not prepare a summary of the workshop activities

Deliverables and Schedule

Present the SAP outline at one, 2-hour workshop by September 16, 2016

Task 4.0 - Prepare SAP

Herrera will finalize the sampling and analysis methods based on the workshop (Task 3.0) and prepare a draft SAP for review by LWWSD and other select stakeholders. Herrera will prepare a final SAP that addresses review comments and discussions at a meeting with the District Board of Commissioners (Task 5.0). The plan will be prepared following Herrera's rigorous QA/QC process that includes reviews by a technical specialist, editor, project manager, and principal-incharge.

Assumptions

LWWSD will provide one set of written comments on the draft SAP within 2 weeks of receiving the draft SAP

Deliverables and Schedule

- Draft SAP in electronic format by October 7, 2016
- Final SAP by November 4, 2016

Task 5.0 - Project Management and Meetings

Herrera will be responsible for ongoing contract administration of this project, including preparing monthly invoices and brief progress reports, as well as coordination of work efforts with the designated client point of contact (Patrick Sorensen). Herrera's project manager and contract manager will have phone and e-mail contact with LWWSD on an as-needed basis.

Herrera's principal investigator will attend a meeting with the District Board of Commissioners to present and discuss the draft SAP. Herrera's principal investigator will attend a public meeting to present the final SAP to the Lake Whatcom Cooperative Management Program (LWWSD, City of Bellingham, and Whatcom County).

Deliverables and Schedule

Monthly progress reports and invoices.

ATTACHMENT B - RATES AND CHARGES

HERRERA ENVIRONMENTAL CONSULTANTS

Cost Estimate for Lake Whatcom North Shore Water Quality Testing Herrera Project No. 16-06326-000

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HERRENVI

ACORD.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/20/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the

certificate floider in field of such endorsement(s).				
PRODUCER Propel Insurance	NAME: Elizabeth Olson			
Tacoma Commercial Insurance	PHONE (A/C, No, Ext): 800 499-0933 FAX (A/C, No): 866	5.577.1326		
1201 Pacific Ave, Suite 1000	E-MAIL ADDRESS; elizabeth.olson@propelinsurance.com			
Tacoma, WA 98402	INSURER(S) AFFORDING COVERAGE	NAIC#		
	INSURER A : Ironshore Specialty Insurance			
INSURED Herrera Environmental	INSURER B: SAIF Corporation 36			
Consultants Inc	INSURER C: Liberty Mutual Insurance Compan	41939		
2200 6th Avenue #1100	INSURER D:			
Seattle, WA 98121	INSURER E :			
	INSURER F :			

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	X COMMERCIAL GENERAL LIABILITY						PAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	\$25,000
		_ }				1	PERSONAL & ADV INJURY	\$1,000,000

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A Professional & 000826906 11/24/2015 11/24/2016 \$1,000,000 Occurrence Pollution Liab. \$2,000,000 Aggregate DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

000826906-WA

857188- OR

Herrera Project No. 16-06326-000 Lake Whatcom Water and Sewer District, its elected or appointed officials, officers, employees and

volunteers are Additional insured per the attached from(s) and/or endorsements(s)

CERTIFICATE HOLDER	CANCELLATION
THE THE PLANT	 CANCELLATION

N/A N

RE: Project Name Lake Whatcom North Shore Water Quality Testing

Lake Whatcom Water and Sewer **District** 1220 Lakeway Drive Bellingham, WA 98229

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Deanna Winchester

11/24/2015 11/24/2016 X WC STATU-

11/23/2015 11/24/2016 E.L. EACH ACCIDENT

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AND EMPLOYERS' LIABILITY

(Mandatory in NH)

ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?

If yes, describe under DESCRIPTION OF OPERATIONS below

В

\$1,000,000

E.L. DISEASE - EA EMPLOYEE \$1,000,000

E.L. DISEASE - POLICY LIMIT \$1,000,000



LAKE WHATCOM WATER AND SEWER DISTRICT

AGENDA BILL

DATE SUBMITTED:	July 27, 2016			
TO BOARD OF COMMISSIONERS				
FROM: Patrick Sorensen	MANAGER APPROVAL Control			
MEETING AGENDA DATE:	July 27, 2016			
AGENDA ITEM NUMBER:	7.0			
SUBJECT:	Manager's Report			
LIST DOCUMENTS PROVIDED ⇒	1. Manager's Report			
NUMBER OF PAGES INCLUDING AGENDA BILL:	2.			
	3.			
TYPE OF ACTION REQUESTED	RESOLUTION FORMAL ACTION / INFORMATIONAL / OTHER ☑ OTHER ☑			

BACKGROUND / EXPLANATION OF IMPACT

Updated information from the General Manager in advance of the Board meeting.

FISCAL IMPACT

None

RECOMMENDED BOARD ACTION

None required.

PROPOSED MOTION

None

General Manager Comments

July 27, 2016

Regular Board Meeting 8:00 a.m.

Important Upcoming Dates:

- Meetings Associated with the Lake Whatcom Management Program:
 - Policy Group Meeting: There is no meeting in August. The next scheduled meeting is set for Monday, September 19, 2016 at 3:00 p.m. in the City of Bellingham's Fireplace Room located in the bottom floor of the Municipal Court Building at 625 Halleck Street. The Fireplace Room is located next to the City Information Technology Office on the east side of the Court Building.
 - Management Meeting: A meeting with the Mayor and County Executive has not been set at this time.
- Next Regular Board Meeting: The next meeting will be held on Wednesday, August 10, 2016 at 6:30 p.m.
- <u>Employee Staff Meeting</u>: The next staff meeting is set for Thursday, August 11, 2016 at 8:00 a.m. in the Board Room. Commissioner Ford is scheduled to attend this meeting as he had to miss the May meeting.
- Employee Safety Committee Meeting: The next meeting is set for August 11, 2016 at 9:00 a.m. in the small conference room.

Washington Association of Sewer & Water Districts (WASWD) Section III Meeting: The next Section III meeting will be held at Bob's Burger & Brew in Tulalip at 6:15 p.m. on August 9.

• Whatcom Water District's Caucus Meeting: The next Caucus meeting is set for August 17, 2016 at 1:00 p.m. in the Board Room.

Other:

- Committee Meeting Reports as Needed: This is a place holder for Board and staff members to report on recent committee meetings, such as the Lake Whatcom Policy Group, since the last Board Meeting.
- Out of Area: Commissioner Weide will be on vacation July 29 through August 16. She will be missing the August 10 meeting. We will need three Commissioners to have a quorum for that date.