



# Lake Whatcom Water & Sewer District Board Meeting Access Information

**Next Meeting:**

Wed October 9, 2024  
6:30 p.m.

## Meeting Access

Meetings are held in person at our Administrative offices at 1220 Lakeway Drive in Bellingham. If you prefer to attend remotely, access information is below.

**Join the meeting from your computer, tablet smartphone:**

<https://meet.goto.com/lwwsd/boardmeeting>

**You can also dial in using your phone.**

**Call: +1 (224) 501-3412 Access Code: 596-307-141**

*Press \*6 to mute/unmute your microphone*

New to GoToMeeting? Get the app now and be ready when the meeting starts:

<https://meet.goto.com/install>

## Attending a Meeting

Lake Whatcom Water & Sewer District's regular Board meetings take place on the second Wednesday of each month at 6:30 pm and the last Wednesday of each month at 8:00 am.

Meetings are open to the public per the Open Public Meetings Act.

All meetings are hybrid, available in person or online. If you wish to observe a meeting, but do not plan to actively participate, you may attend anonymously. Turn off your mic & camera, and change your display name to "Observation Only."

## Public Comment Periods

Public comment periods are built in to the agenda, one near the beginning of the meeting and one near the end.

Commissioners will listen, but will not respond or engage in dialogue during the comment period. Direct questions or requests are noted by staff for follow-up.

For the sake of time, and to leave plenty of time for scheduled agenda items, public comments are limited to 3 minutes per person and 45 minutes per comment period.

Comments may be submitted at any time through mail, email, our online contact form, or by phone.

For more information about communicating with the Board of Commissioners, [please visit our website!](#)



## Questions?

If you have questions about attending an upcoming meeting, please contact Administrative Assistant Rachael Hope at [rachael.hope@lwwsd.org](mailto:rachael.hope@lwwsd.org) or 360-734-9224.



## LAKE WHATCOM WATER AND SEWER DISTRICT

1220 Lakeway Drive  
Bellingham, WA 98229

### REGULAR MEETING OF THE BOARD OF COMMISSIONERS

## AGENDA

*October 9, 2024*

6:30 p.m. – Regular Session

1. CALL TO ORDER
2. ROLL CALL
3. PUBLIC COMMENT OPPORTUNITY  
*At this time, members of the public may address the Board of Commissioners. Please state your name and address prior to making comments, and limit your comments to three minutes. For the sake of time, each public comment period will be limited to 45 minutes.*
4. ADDITIONS, DELETIONS, OR CHANGES TO THE AGENDA
5. CONSENT AGENDA
6. SPECIFIC ITEMS OF BUSINESS
  - A. Beaver Creek Sewer Mains Cure-In-Place-Pipe Public Works Project Contract Award
  - B. Emergency Response Planning Services Interlocal Agreement with Whatcom County Approval
7. OTHER BUSINESS
8. STAFF REPORTS
  - A. General Manager
9. PUBLIC COMMENT OPPORTUNITY
10. EXECUTIVE SESSION  
*Executive Session per RCW 42.30.110(1)(g): To review the performance of a public employee (General Manager performance evaluation) – 15 minutes*
11. ADJOURNMENT



**AGENDA  
BILL  
Item 5**

**Consent Agenda**

DATE SUBMITTED:	October 3, 2024	MEETING DATE:	October 9, 2024
TO: BOARD OF COMMISSIONERS	FROM: Rachael Hope		
GENERAL MANAGER APPROVAL	<i>[Signature]</i>		
ATTACHED DOCUMENTS	1. See below		
TYPE OF ACTION REQUESTED	RESOLUTION <input type="checkbox"/>	FORMAL ACTION/ MOTION <input checked="" type="checkbox"/>	INFORMATIONAL/ OTHER <input type="checkbox"/>

**\*\*TO BE UPDATED 10.09.2024\*\***

**BACKGROUND / EXPLANATION OF IMPACT**

- Minutes for the September 25, 2024 Regular Board Meeting
- Payroll for Pay Period #20 (09.14.2024 through 09.27.2024) totaling \$46,787.45
- Benefits for Pay Period #19 totaling \$35,995.06
- Accounts Payable Vouchers total to be added

**FISCAL IMPACT**

Fiscal impact is as indicated in the payroll/benefits/accounts payable quantities defined above. All costs are within the Board-approved 2023-2024 Budget.

**RECOMMENDED BOARD ACTION**

Staff recommends the Board approve the Consent Agenda.

**PROPOSED MOTION**

A recommended motion is:

“I move to approve the Consent Agenda as presented.”



1220 Lakeway Dr • Bellingham, WA 98229

## REGULAR SESSION OF THE BOARD OF COMMISSIONERS

# Minutes

*September 25, 2024*

Board President Todd Citron called the Regular Session to order at 8:00 a.m.

**Attendees:**

Commissioner Todd Citron (v)	General Manager Justin Clary (v)
Commissioner John Carter (v)	Finance Manager Jenny Signs
Commissioner Jeff Knakal (v)	Operations Manager Jason Dahlstrom
Commissioner David Holland (v)	Recording Secretary Rachael Hope

**Excused Absences:** Commissioner Bruce Ford

No public were in attendance. Attendees noted with a (v) attended the meeting virtually.

### Consent Agenda

#### Action Taken

**Carter moved, Knakal seconded, approval of:**

- **Minutes for the September 11, 2024 Regular Board Meeting**
- **Payroll for Pay Period #19 (08.31.2024 through 09.13.2024) totaling \$50,258.97**
- **Benefits for Pay Period #19 totaling \$36,303.15**
- **Accounts Payable Vouchers totaling \$155,452.80**

**Motion passed.**

### Draft 2025-2026 Biennial Budget Presentation

Signs explained that the District's biennial budget provides for the forecasting of revenues and expenditures for the following two fiscal years. Using projected revenues based upon rate increases established in the Master Fees & Charges Schedule 29 and projected 2024 operating expenses and projects defined in the District's water and sewer capital improvement plans, District staff developed a preliminary draft of the 2025-2026 budget for Board discussion.

### General Manager's Report

Clary updated the Board on several topics, including an update on the Department of Health Lead Service Line Inventory due in October. Clary also recognized Operations & Maintenance Manager Jason Dahlstrom for participation in the American Water Works Association Emerging Leader Program, culminating in a presentation and graduation at the AWWA National Convention the week of September 9.

**Engineering Department Report**

Nicoll highlighted several projects, including conduit installation work and site restoration at Lakewood and Rocky Ridge sewer lift stations and progress on design for the Geneva Reservoir seismic retrofit project. He also reported on staff and contractor communication with Whatcom County to ensure project sites are secured for the closure of the watershed ground disturbance work window on October 1. Discussion followed.

**Finance Department Report**

Signs’ report focused on revenues and expenditures, which tracked as expected in September; as well as touching on expected FEMA funding and reimbursements of grant money, progress on the reinstatement of the District’s bond rating, and completion of the Accountability Audit with no findings by the Washington State Auditor’s Office.

**Operations & Maintenance Department Report**

Dahlstrom reported on field crew and operations activity, including a recent dog-bite incident and analysis completed by the maintenance department relative to efficiency of pump methods on the Lake Whatcom Boulevard Interceptor.

With no further business, Citron adjourned the regular session at 9:18 a.m.

\_\_\_\_\_  
Board President, Todd Citron

Attest: \_\_\_\_\_  
Recording Secretary, Rachael Hope

Minutes approved by motion at  Regular  Special Board Meeting on \_\_\_\_\_

# CHECK REGISTER

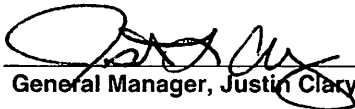
Lake Whatcom W-S District

Time: 12:49:45 Date: 09/30/2024  
**PAYROLL**  
 Page: 1

10/03/2024 To: 10/03/2024

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2867	10/03/2024	Payroll	5	EFT		3,748.73	09/14/2024 - 09/27/2024 PR 20
2868	10/03/2024	Payroll	5	EFT		2,777.01	09/14/2024 - 09/27/2024 PR 20
2869	10/03/2024	Payroll	5	EFT		3,507.39	09/14/2024 - 09/27/2024 PR 20
2870	10/03/2024	Payroll	5	EFT		1,733.66	09/14/2024 - 09/27/2024 PR 20
2872	10/03/2024	Payroll	5	EFT		2,041.69	09/14/2024 - 09/27/2024 PR 20
2873	10/03/2024	Payroll	5	EFT		3,204.48	09/14/2024 - 09/27/2024 PR 20
2874	10/03/2024	Payroll	5	EFT		2,457.38	09/14/2024 - 09/27/2024 PR 20
2875	10/03/2024	Payroll	5	EFT		2,329.29	09/14/2024 - 09/27/2024 PR 20
2876	10/03/2024	Payroll	5	EFT		2,622.82	09/14/2024 - 09/27/2024 PR 20
2877	10/03/2024	Payroll	5	EFT		2,612.29	09/14/2024 - 09/27/2024 PR 20
2878	10/03/2024	Payroll	5	EFT		3,301.80	09/14/2024 - 09/27/2024 PR 20
2879	10/03/2024	Payroll	5	EFT		2,437.64	09/14/2024 - 09/27/2024 PR 20
2880	10/03/2024	Payroll	5	EFT		2,478.68	09/14/2024 - 09/27/2024 PR 20
2881	10/03/2024	Payroll	5	EFT		3,894.94	09/14/2024 - 09/27/2024 PR 20
2882	10/03/2024	Payroll	5	EFT		3,220.69	09/14/2024 - 09/27/2024 PR 20
2883	10/03/2024	Payroll	5	EFT		2,774.23	09/14/2024 - 09/27/2024 PR 20
2871	10/03/2024	Payroll	5	15679		1,644.73	09/14/2024 - 09/27/2024 PR 20
						13,192.83	
						33,594.62	
						46,787.45	Payroll: 46,787.45

I do hereby certify, under penalty of perjury, that the above is an unpaid, just, and due obligation as described herein, and that I am authorized to certify this claim.

Sign  Date 9/30/2024  
 General Manager, Justin Clary

Board Authorization - The duly elected board for this district has reviewed the claims listed and approved the payment by motion at the meeting listed below:

\_\_\_\_\_  
 Board President, Todd Citron

Attest : \_\_\_\_\_  
 Recording Secretary, Rachael Hope

Approved by motion at \_\_\_\_\_ Regular \_\_\_\_\_ Special Board Meeting on \_\_\_\_\_  
Date Approved

# CHECK REGISTER

# BENEFITS

Lake Whatcom W-S District

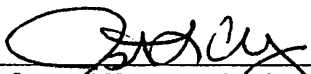
Time: 13:02:43 Date: 09/30/2024

10/03/2024 To: 10/03/2024

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2884	10/03/2024	Payroll	5	EFT	DEPARTMENT OF RETIREMENT SYSTEMS	5,592.50	Pay Cycle(s) 10/03/2024 To 10/03/2024 - DCP; Pay Cycle(s) 10/03/2024 To 10/03/2024 - ROTH DCP
2885	10/03/2024	Payroll	5	EFT	UNITED STATES TREASURY	16,708.97	941 Deposit for Pay Cycle(s) 10/03/2024 - 10/03/2024
2886	10/03/2024	Payroll	5	EFT	WA ST PUBLIC EMP RET PLAN 2	8,228.30	Pay Cycle(s) 10/03/2024 To 10/03/2024 - PERS 2
2887	10/03/2024	Payroll	5	EFT	WA ST PUBLIC EMP RET PLAN 3	3,257.64	Pay Cycle(s) 10/03/2024 To 10/03/2024 - PERS 3
2888	10/03/2024	Payroll	5	EFT	WA ST SUPPORT ENFORCEMENT REGISTRY	958.00	Pay Cycle(s) 10/03/2024 To 10/03/2024 - SUP ENF
2889	10/03/2024	Payroll	5	15680	AFLAC	354.85	Pay Cycle(s) 10/03/2024 To 10/03/2024 - AFLAC PRE-TAX; Pay Cycle(s) 10/03/2024 To 10/03/2024 - AFLAC POST-TAX
2890	10/03/2024	Payroll	5	15681	AFSCME LOCAL	334.80	Pay Cycle(s) 10/03/2024 To 10/03/2024 - UNION DUES; Pay Cycle(s) 10/03/2024 To 10/03/2024 - UNION FUND
2891	10/03/2024	Payroll	5	15682	HRA VEBA TRUST (PAYEE)	560.00	Pay Cycle(s) 10/03/2024 To 10/03/2024 - VEBA
						29,728.72	
401 Water Fund						6,266.34	
402 Sewer Fund							
						<u>35,995.06</u>	Payroll: 35,995.06

I do hereby certify, under penalty of perjury, that the above is an unpaid, just, and due obligation as described herein, and that I am authorized to certify this claim.

Sign  Date 9/30/2024  
General Manager, Justin Gary

Board Authorization - The duly elected board for this district has reviewed the claims listed and approved the payment by motion at the meeting listed below:

\_\_\_\_\_  
Board President, Todd Citron

Attest : \_\_\_\_\_  
Recording Secretary, Rachael Hope

Approved by motion at \_\_\_\_\_ Regular \_\_\_\_\_ Special Board Meeting on \_\_\_\_\_  
Date Approved



**AGENDA  
BILL  
Item 6.A**

**Beaver Creek  
Sewer Main CIPP  
Public Works Contract Award**

DATE SUBMITTED:	October 2, 2024	MEETING DATE:	October 9, 2024
TO: BOARD OF COMMISSIONERS	FROM: Greg Nicoll, District Engineer		
GENERAL MANAGER APPROVAL	<i>Scott Clay</i>		
ATTACHED DOCUMENTS	1. Bid Tabulation		
TYPE OF ACTION REQUESTED	RESOLUTION <input type="checkbox"/>	FORMAL ACTION/ MOTION <input checked="" type="checkbox"/>	INFORMATIONAL /OTHER <input type="checkbox"/>

**BACKGROUND / EXPLANATION OF IMPACT**

The District owns and operates gravity sewer pipes that were installed in the early 1970s beneath Beaver Creek, a small creek that runs through the Sudden Valley development. In November 2021, Whatcom County experienced record rainfall during a major storm event that dramatically increased flows in Beaver Creek, scouring the channel and banks of the creek and exposing the District sewer pipes. Following the event, District staff coordinated with the Washington State Department of Fish and Wildlife (WDFW) to install temporary measures to protect the exposed pipes and prevent any release of sewage to the creek. These measures, which included installing rock weirs, wood bumpers wrapped around the pipes and shoreline reinforcement, were permitted by WDFW with the condition that they must be removed within three years of the event and replaced with permanent improvements.

Since 2021, District staff has been working collaboratively with WDFW to identify permanent repairs to protect the pipes and infrastructure while minimizing impact to the creek and associated fish population. District crews recently completed some of these repairs, including removal of the wooden bumpers, some shoreline reinforcement and one of the exposed pipes that is no longer in service.

The primary improvement identified to permanently protect the pipes is installation of cured-in-place-pipe (CIPP), which is installed inside the existing pipe, providing a “pipe within a pipe” that can withstand the impact from future flooding.

By completing

District staff advertised a public works contract to install CIPP within four of the exposed sewer pipes running beneath Beaver Creek. A total of three bids were



received and the lowest responsive bid provided by a responsible bidder was provided by Iron Horse, LLC. District staff completed a review of the bidder criteria and determined that Iron Horse meets the requirements of the contract and is a responsible contractor with generally positive reviews from other agencies.

**FISCAL IMPACT**

The total bid, including sales tax, provided by Iron Horse, LLC was \$122,400, which slightly exceeded the engineer’s estimate. Although the low bid was substantially lower than the other two bids provided, the bid prices provided by Iron Horse are consistent with prices provided for other CIPP projects.

This project is part of the original emergency response project to address impacts to the District’s facilities from the 2021 storm event and was not included in a specific capital budget line item. This project will be funded by unused funds associated with the annual sewer system repair project and the Euclid Lift Station rehabilitation project.

**APPLICABLE EFFECTIVE UTILITY MANAGEMENT ATTRIBUTE(S)**

Infrastructure Strategy and Performance  
Enterprise Resiliency

**RECOMMENDED BOARD ACTION**

Staff recommend that the Board award the Beaver Creek Sewer Main CIPP (District Project #M2120C) to the lowest responsible bidder that provided a responsive bid, Iron Horse, LLC.


**PROPOSED MOTION**

Recommended motion is:

“I move to award the Beaver Creek Sewer Main CIPP public works contract to Iron Horse, LLC for a total contract price of \$122,400 and authorize the general manager to execute the contract.”



**AGENDA**      **Emergency Planning Services**  
**BILL**            **Interlocal Agreement with**  
**Item 6.B**           **Whatcom County**

DATE SUBMITTED:	September 30, 2024	MEETING DATE:	October 9, 2024
TO: BOARD OF COMMISSIONERS	FROM: Justin Clary, General Manager		
GENERAL MANAGER APPROVAL			
ATTACHED DOCUMENTS	1. Draft Interlocal Agreement with Whatcom County		
TYPE OF ACTION REQUESTED	RESOLUTION <input type="checkbox"/>	FORMAL ACTION/ MOTION <input checked="" type="checkbox"/>	INFORMATIONAL /OTHER <input type="checkbox"/>

**BACKGROUND / EXPLANATION OF IMPACT**

As a local government that is responsible for the operation of essential public facilities, proactive planning for the myriad of natural and man-caused disasters that could impact services is critical to ensuring that the District is ready to provide continuity of those services. To assist the District in its emergency preparedness, the District previously entered into a four-year agreement with the Whatcom County Sheriff’s Office Division of Emergency Management. Through this contract, the District has developed necessary emergency response and crisis communication planning documents, updated applicable District policies, and held multiple tabletop and field emergency response exercises. The existing agreement expires December 31, 2024.

As a provider of essential public services, it is critical that the District regularly update, practice on, and be ready to implement its emergency response plans, which includes completing a federally required update to our emergency response plan in 2026 per America’s Water Infrastructure Act of 2018 requirements. Using the resources available through the Whatcom County DEM provides a cost-effective means of maintaining the District emergency response readiness. A successor agreement, with a scope of work based upon District prior experience and anticipated needs, has been developed for the board’s consideration. Of note, the annual cost of services (\$10,000) has been built into the draft 2025-226 Budget.

**FISCAL IMPACT**

The fiscal impact would be \$10,000 per year, a reduction of \$10,000 per year from the existing interlocal agreement.

**APPLICABLE EFFECTIVE UTILITY MANAGEMENT ATTRIBUTE(S)**

Enterprise Resiliency

**RECOMMENDED BOARD ACTION**

Staff recommends the Board approve the interlocal agreement for emergency planning services.

**PROPOSED MOTION**

A recommended motion is:

“I move to authorize the general manager to execute the contract with Whatcom County for emergency planning services, as presented.



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

\_\_\_\_\_

Matt Klein, Deputy Director

\_\_\_\_\_

Date

\_\_\_\_\_

Donnell Tanksley, Sheriff (or designee)

\_\_\_\_\_

Date

**Approved as to form:**

Brandon Waldron (via email BW/SW 9/24/24)

Brandon Waldron  
Prosecuting Attorney

\_\_\_\_\_

Date

**Approved:**

Accepted for Whatcom County

By: \_\_\_\_\_

Satpal Singh Sidhu  
Whatcom County Executive

\_\_\_\_\_

Date

STATE OF WASHINGTON         )  
  ) ss  
COUNTY OF WHATCOM         )

On this \_\_\_\_ day of \_\_\_\_\_, 2024, 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.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of Washington, residing at \_\_\_\_\_.  
My commission expires \_\_\_\_\_.

## 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.

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.

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.



**AGENDA  
BILL  
Item 8.A**

**General Manager's  
Report**

DATE SUBMITTED:	October 3, 2024	MEETING DATE:	October 9, 2024
TO: BOARD OF COMMISSIONERS	FROM: Justin Clary, General Manager		
GENERAL MANAGER APPROVAL	<i>Justin Clary</i>		
ATTACHED DOCUMENTS	1. General Manager's Report		
TYPE OF ACTION REQUESTED	RESOLUTION <input type="checkbox"/>	FORMAL ACTION/ MOTION <input type="checkbox"/>	INFORMATIONAL /OTHER <input checked="" type="checkbox"/>

**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.



LAKE WHATCOM WATER AND SEWER DISTRICT

**General Manager’s Report**

**Upcoming Dates & Announcements**

Regular Meeting – Wednesday, October 9, 2024 – 6:30 p.m.

**Important Upcoming Dates**

Lake Whatcom Water & Sewer District			
Regular Board Meeting	Wed Oct 30, 2024	8:00 a.m.	Board Room/Hybrid
Employee Staff Meeting	Thu Oct 10, 2024	8:00 a.m.	Board Room/Hybrid Commissioner Knakal to attend
Investment Comm. Meeting	Wed Oct 30, 2024	10:00 a.m.	Board Room/Hybrid
Safety Committee Meeting	Thur Oct 24, 2024	8:00 a.m.	Board Room
Lake Whatcom Management Program			
Policy Group Meeting	Wed Dec 4, 2024	3:00 p.m.	City of Bellingham Pacific St Ops Center, Rm 111/Hybrid
Joint Councils Meeting	March 2025	TBD	TBD
Other Meetings			
WASWD Section III Meeting	Wed Oct 8, 2024	6:30 p.m.	Bob’s Burgers 8822 Quil Ceda Pkwy, Tulalip, WA
Whatcom Water Districts Caucus Meeting	Wed Oct 16, 2024	2:00 p.m.	Remote Attendance
Whatcom County Council of Governments Board Meeting	Wed Oct 9, 2024	3:00 p.m.	Council of Governments Offices 314 E Champion Street/Hybrid

**Committee Meeting Reports**

Safety Committee:

- The committee met on September 26; discussion included status of fall protection installation the North Point sewer lift station and Sudden Valley water treatment plant pump pit, airborne asbestos personal vacuum sampling pump purchase, jobsite safety inspections, and a recent dog bite during utility location activities.

Investment Committee:

- No committee meeting has been held since the last board meeting.

**Upcoming Board Meeting Topics**

- Total compensation study presentation
- 2025-2026 biennial budget discussion/adoption
- Whatcom County on-site sewage system regulation update
- Whatcom County emergency planning services interlocal agreement
- Whatcom Conservation District water conservation program interlocal agreement
- Lake Whatcom Management Program 5-year work plan adoption
- General Manager annual performance evaluation

## 2024 Initiatives Status

### Administration and Operations

#### Strategic Planning

- Conduct the AWWA Effective Utility Management (EUM) assessment process, which will inform the next revision to the six-year strategic business plan.  
*Complete—the EUM assessment was conducted in January-March and the 2025-2030 six-year strategic business plan was adopted by the board on July 10.*

#### Collective Bargaining Agreement

- Negotiate a successor agreement with AFSCME Local 114WD by December 31, 2024.  
*NW Management Services is scheduled to present the total compensation study findings during the October 30 board meeting, which will enable initiation of negotiations with AFSCME.*

#### Management Team Support

- With the 2022 and 2023 departures of the District's O&M Manager and Engineering Manager, respectively, devote time to coordinating and assisting Mr. Dahlstrom and Mr. Nicoll in their relatively new roles.  
*One-on-one check-in meetings are scheduled throughout 2024; both J Dahlstrom and G Nicoll are considering applicable leadership/management training opportunities (in addition to J Dahlstrom's participation in the yearlong APWA emerging leaders academy).*

#### Water Right Adjudication

- Represent the District in the water right adjudication process to ensure that its certificated and permitted rights are protected.  
*The Department of Ecology filed for adjudication on May 1, 2024; District legal counsel filed a notice of appearance on the District's behalf on June 20 to be formally notified of adjudication-related filings with the Whatcom County Superior Court; summons associated with each water right are anticipated to be issued in November-December.*

#### Records Management System

- Implement new records management system.  
*The District purchased the selected enterprise content management (ECM) system (Laserfiche) in December 2023 and has converted to the new system; implementation, including staff training is underway.*

#### Safety Program Update

- Continue systematic review and revision of District's safety programs by updating eight programs in 2024.  
*Staff has finalized updates to six (6) programs (meter reading, wildfire smoke, employee orientation, chemical hazard communication, motor vehicle operation, and fire safety) and is reviewing the workplace violence prevention and asbestos cement material handling programs.*

#### Capital Improvement Program Support

- Support the Engineering Department through management of specific capital improvement project(s).  
*Due to workload issues within the Engineering Department, J Clary has taken on a support role (either in the form of project manager or providing technical support) for several District capital improvement projects.*

## **Emergency Response/System Security**

### Emergency Readiness

- Continue use of Whatcom County Department of Emergency Management services to hold tabletop and/or field emergency response exercises.  
*An emergency response tabletop was held on July 10; participants included the Whatcom County Sheriff's Office and Health Department, South Whatcom Fire Authority, Sudden Valley Community Association, Washington State Department of Health, U.S. Cybersecurity & Infrastructure Security Agency, and the Federal Bureau of Investigation.*

### Business Continuity Plan

- Finalize a District-specific business continuity plan following FEMA guidance that leads District transition from emergency response (District Emergency Response Plan) to return to normal operation following a disruptive event.  
*Complete—the business continuity plan finalized in March 2024.*

## **Community/Public Relations**

### General

- Website  
*The District's web content is reviewed and updated on a regular basis.*
- Social Media  
*Posts are made to District Facebook, LinkedIn, and Nextdoor pages regularly; Nextdoor is also regularly monitored for District-related posts.*
- Press Releases  
*Press releases were issued on April 29 (Division 7 Reservoir project groundbreaking) September 11 (J Signs appointment to the HRA VEBA Trust Board), and September 24 (clean 2022-2023 audit).*

### Intergovernmental Relations

- *J Clary attended the WASWD fall conference, including the Section III and General Managers' meetings September 24-26.*
- *J Clary attended the Washington State Auditor's Office exit meeting on September 30.*
- *J Clary chaired the Whatcom County Water Utility Coordinating Committee meeting on October 2.*
- *J Clary is scheduled to attend the Whatcom Water Alliance planning meeting on October 7.*
- *J Clary is scheduled to attend the WASWD Section III meeting on October 8.*
- *J Clary is scheduled to meet with City of Bellingham public works department management on October 9.*

## **Lake Whatcom Water Quality**

### Lake Whatcom Management Program

- Participate in meetings of Lake Whatcom Management Program partners.  
*No LWMP-related meetings were held during the reporting period.*