

**PUBLIC UTILITY DISTRICT No. 1
of Whatcom County**

Agenda for the Regular Meeting of December 17, 2024
8:15 a.m. at the PUD Office
(Zoom, & Teleconference)

1. Call to Order | Pledge of Allegiance
2. Approval of Agenda (2 minutes)
3. Consent Agenda (5 minutes)
 - a) Approval of the Minutes of the Regular Meeting of December 10, 2024
 - b) Approval of Claims for December 17, 2024
4. Public Comment (10 minutes – Individual speakers: 3 minutes)
5. General Manager Report (10 minutes)
6. Operations Report (10 minutes)
7. Old Business (30 minutes)
 - a) Broadband Update
 - b) Adjudication Update
 - c) Geothermal Update
 - d) Strategic Plan Update
8. New Business (30 minutes)
 - a) Action 1: Approve Professional Services Agreement (Professional Surveying and Engineering Services) with Complete Design, Inc.
 - b) Action 2: Approve Interlocal Agreement with Mason County PUD 3 and the Transfer of \$150,000 in BPA EEI Budget Listed in Exhibit A to the Agreement
 - c) Resolution 1: Resolution No. 868 Delegation of Authority
 - d) Resolution 2: Resolution No. 869 A Resolution Of The Board Of Commissioners Of The Public Utility District No. 1 Of Whatcom County (“District”) Amending The Policy For Employee Compensation For Administrative Employees For Purposes Of Amending Salary Ranges
9. Commissioner Reports (10 minutes)
 - a) Upcoming Per Diem Requests
Commissioner Arnett: None as of publication
Commissioner Ury: None as of publication
Commissioner Deshmane: None as of publication
10. Public Comment (10 minutes– Individual speakers: 3 minutes)
11. Executive Session: None as of publication
12. Adjourn (Estimated 10:20 AM)

Notice:

All Commissioners will participate either via Zoom/internet or teleconference.

The public meeting can be accessed;

By internet: <https://us02web.zoom.us/j/86759281365>

NOTE: IF ATTENDING VIA ZOOM WE WOULD APPRECIATE YOUR FULL NAME FOR THE COMMISSION RECORD THOUGH IT IS NOT REQUIRED

<p>Or telephone: Dial 1 (253) 215 8782 <u>or</u> 1 (253) 205 0468 Webinar ID: 867 5928 1365</p>

Next Commission Meetings

January 14 and January 20, 2025 |8:15 a.m.| Regular Meetings

Meetings to be held at the District Office

1705 Trigg Road, Ferndale, WA 98248

or other location announced

Contact: Chris Heimgartner, General Manager (360) 384-4288 x 119

info@pudwhatcom.org

www.pudwhatcom.org

Attendee Report

Report Generated: #####

Topic	Webinar ID	Actual Start Time	Actual Duration (min)	Unique Viewers	Total User Max	Conc	Enable Registration
December 898	9107	12/10/2024 8:00	125	9	15	5	No

Panelist Details

Attended	User Name	Email	Join Time	Leave Time	Time in Sec	Is Guest	Country/Region Name
Yes	Kurt Wank	kurtwank@pudwhatc	12/10/2024 8:13	12/10/2024 9:07	54	No	United States
Yes	Whatcom	zoom@pudwhatcom.	12/10/2024 8:04	12/10/2024 10:04	120	No	United States
Yes	Rebecca S	rebeccas@pudwhatc	12/10/2024 8:50	12/10/2024 9:07	18	No	United States
Yes	Annette Sr	annettesmith@pudwl	12/10/2024 8:16	12/10/2024 9:07	52	No	United States
Yes	Brian Walt	brianwalters@pudwh	12/10/2024 8:18	12/10/2024 9:37	79	No	United States
Yes	Aaron Pet	aaronpeterson@pudv	12/10/2024 8:00	12/10/2024 10:04	125	No	United States

Attendee Details

Attended	User Name	Email	Join Time	Leave Time	Time in Sec	Is Guest	Country/Region Name
Yes	Kurt Wank	kurtwank@pudwhatc	12/10/2024 8:13	12/10/2024 8:13	1	No	United States
Yes	stephanieh		12/10/2024 8:01	12/10/2024 9:07	67	Yes	United States
Yes	Whatcom	zoom@pudwhatcom.	12/10/2024 8:00	12/10/2024 8:04	5	No	United States
Yes	Rebecca S	rebeccas@pudwhatc	12/10/2024 8:11	12/10/2024 8:50	40	No	United States
Yes	garrettl		12/10/2024 8:15	12/10/2024 9:07	53	Yes	United States
Yes	Annette Sr	annettesmith@pudwl	12/10/2024 8:14	12/10/2024 8:16	2	No	United States
Yes	Brian Walt	brianwalters@pudwh	12/10/2024 8:14	12/10/2024 8:18	5	No	United States
Yes	devinc		12/10/2024 8:18	12/10/2024 9:07	50	Yes	United States
Yes	Jon Littlefield		12/10/2024 8:49	12/10/2024 9:09	21	Yes	United States

**MINUTES OF THE REGULAR
MEETING OF THE COMMISSION
December 10, 2024**

1. Call to Order | Pledge of Allegiance

The regular meeting of the Board of Commissioners of Public Utility District No. 1 of Whatcom County was called to order at 8:15 a.m. by Commissioner Jaime Arnett. Said meeting was open to the public and notice thereof had been given as required by law.

Those present at the meeting included:

COMMISSION AND STAFF

Atul Deshmane	Commissioner
Jaime Arnett	Commissioner
Eddy Ury	Commissioner
Jon Sitkin	Legal Counsel
Chris Heimgartner	General Manager
Aaron Peterson	IT/SCADA Technician
Andrew Entriakin	Director – Broadband and New Power Supply
Annette Smith	Director of Finance
Brian Walters	Assistant General Manager
Garrett Love-Smith	Engineering Manager
Joseph Shay	Clerk of the Board / Records
Kurt Wank	Assistant General Manager
Jon Littlefield	Electric Systems Supervisor
Lisa Moeller	Director – HR & Communications
Paul Siegmund	Automation and Technology Manager
Rebecca Schlotterback	Contracts and Regulatory Compliance Manager
Stephanie Hooper	Accountant I

VISITORS

Dave Olson	Cornerstone Consulting
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2. Approval of Agenda

ACTION:

Jon Sitkin, PUD Counsel requested an update to the agenda of an addition of an executive session to discuss two pieces of business including a public employee performance discussion and a discussion regarding potential litigation. The executive session was expected to take approximately 35 minutes and no action would be taken during the session. Commissioner Ury made a motion to approve the updated agenda. Commissioner Arnett seconded the motion. The motion passed unanimously.

3. Approval of Consent Agenda

a) Approval of the Minutes of Regular Commission Meeting of November 26, 2024 & Approval of the Claims of December 10, 2024:

Commissioner Ury made a motion to approve the consent agenda as a whole including both the minutes and the claims. Commissioner Arnett seconded the motion. The motion passed unanimously.

Claims of December 10, 2024:

ALUMICHEM CANADA INC (formerly WATERHOUSE ENV.)	62,352.20
INDUSTRIAL SUPPLY, INC	2,580.34
AT&T MOBILITY	1,853.86
BELLINGHAM HERALD	423.36
CDW/COMPUTER DISCOUNT WAREHOUSE	1,613.66
CENTRAL WELDING SUPPLY	101.49

COBB, FENDLEY & ASSOCIATES, INC	34,016.86
COMPRESSORS NORTHWEST (AIRWARE INC)	13,318.36
CORNERSTONE MANAGEMENT, INC.	578.50
CRINA HOYER CONSULTING	390.00
CULLIGAN NORTHWEST	46.33
EDGE ANALYTICAL LABORATORIES	25.00
FERNDALE AUTO PARTS	21.78
FLOWSERVE FSD CORPORATION	101,399.19
HARDWARE SALES, INC .	93.37
HEALTH PROMOTIONS NORTHWEST	150.00
HOOPER, STEPHANIE	50.71
IVOXY CONSULTING LLC	4,247.23
LAGESTEE, TODD	82.69
MALLORY SAFETY & SUPPLY LLC	45.13
MOELLER, LISA	220.95
MOTION AND FLOW CONTROL PRODUCTS INC	84.30
NEL/SON DISTRIBUTING DBA NELSON-REISNER	1,184.67
NESS CRANE SERVICE, INC	2,813.40
NORTH COAST ELECTRIC COMPANY	1,632.75
NORTHSOUND TELECOM LLC	3,166.45
ODP BUSINESS SOLUTIONS LLC	52.73
P&P EXCAVATING, LLC	48,031.36
PACIFIC POWER BATTERIES	156.96
PROSCAPES	565.76
PUD #1 OF WHATCOM COUNTY	10,000.00
PUGET SOUND ENERGY, INC	2,762.91
REGENCE BLUE SHIELD	45,490.77
RICOH USA	275.19
SD MYERS	2,352.00
SSC - SANITARY SERVICE COMPANY	643.11
STAR RENTALS	1,708.88
TEAMSTER LOCAL #231	699.00
ULINE, INC.	455.24
UNITED WAY OF WHATCOM COUNTY	637.00
UTILITIES UNDERGROUND LOCATION	23.76
WASHINGTON DENTAL SERVICE	2,869.80
WASHINGTON TEAMSTERS WELFARE	15,957.60
WHATCOM JANITORIAL	1,430.00
WILSON ENGINEERING, LLC	288.00
GRAND TOTAL	\$ 366,892.65

4. Public Comment – None

5. General Manager’s Report – General Manager Heimgartner reported on three pieces of business. 1. He noted that the river flow has been fluctuating from high to normal levels necessitating the use of more treatment chemicals at the plants. 2. The general manager noted the County Treasury will be implementing new accounting software by the first of January. The general manager asked that the commissioners get their year-end financials in early. He also explained that with a major change in financial systems there is always the possibility of a snafu, while this is not expected he wanted the commissioners to be aware of the possibility. 3. The general manager informed the commissioners that he had sent out an RFP to consulting firms to assist with the PUD’s strategic planning process. He had heard back from 6 firms with 4 of those firms offering bids for service. Commission action on which consulting firm to use will be taken in the new year.

6. Operations Report – Kurt Wank, Assistant General Manager reported that divers have been working on cleaning screens and replacing pumps to winterize Plant 1, and that a flow meter has been added at Plant 2.

7. Old Business

a) **Broadband Update** – General Manager Heimgartner and the commission discussed how the PUD was to move forward with the Point Roberts broadband project. The general manager noted that it was staff’s recommendation to use the indefeasible right of use (IRU) model similar to the BEAD Grant project to complete the project at Point Roberts. The general manager asked for commission approval to begin the IRU negotiation process. The commission granted the general managers request.

b) **Adjudication Update** – Legal counsel reported to the Commission that judge approved the Department of Ecology’s motion and the summons will be sent out in either January or February 2025 and response will be due on May 1, 2026. Legal counsel also noted some procedural decisions and clarifications of rules were made at the last hearing. Legal counsel informed the commission that Bill Clark is seeking to pass legislation to reopen the claim period for the agricultural industry to allow for anyone with a surface water claim prior to 1917 that hasn’t filed to be able to file. Mr. Clark asked the PUD to sign on to this legislation and PUD counsel sought commission approval to do so. The commission approved the request of counsel on behalf of Bill Clark.

c) **Geothermal Update** – No update at this time.

d) **Strategic Plan Update** – The general manager covered the strategic planning update during his general manager’s report.

e) **2025 PUD No. 1 of Whatcom County Budget Public Hearing** – The commission recessed the regular meeting and opened the public hearing for public comment and discussion related to the 2025 Final Budget. No public comment was presented. The commission closed the public hearing and resumed the regular commission meeting.

8. New Business

a) **Action 1: Approve Professional Services Agreement Dave Olson, Cornerstone Management Inc.** – Commissioner Deshmane made a motion to approve the action item. Commissioner Ury seconded the motion. The motion passed unanimously.

b) **Resolution 1: Resolution No. 864 A Resolution by The Commission Of Public Utility District No. 1 Of Whatcom County ("District") Adopting The District Budget For The 2025 Calendar Year** - Commissioner Deshmane made a motion to approve the resolution. Commissioner Ury seconded the motion. The motion passed unanimously.

c) **Resolution 2: Resolution No. 865 A Resolution by the Commission of Public Utility District No. 1 of Whatcom County (“District”) Adopting Industrial Water Utility Water Rates, And Grandview Utility Service Rates For 2025** - Commissioner Deshmane made a motion to approve the resolution. Commissioner Ury seconded the motion. The motion passed unanimously.

d) **Resolution 3: Resolution No. 866 A Resolution by The Commission Of Public Utility District No. 1 Of Whatcom County (“District”) Adopting Rates And Charges Related To Use And Operation Of The District’s Electric Utility For 2025** - Commissioner Deshmane made a motion to approve the resolution. Commissioner Ury seconded the motion. The motion passed unanimously.

9. Commission Reports/Per Diem Requests

a) **Commission Reports / Per Diem Requests:**

Commissioner Arnett had nothing to report at the time of the meeting.

Commissioner Deshmane reported he will be attending the Council of Governments meeting, the Energy Northwest Zoom meeting, and requested permission to attend a meeting of the League of Women Voters climate team meeting on Friday December 14, 2024.

Commissioner Ury had nothing to report at the time of the meeting.

10. Public Comment – No public comment.

11. Executive Session

Executive Session: Public Employee Performance Discussion (20 mins), Potential litigation (15 mins). 30 Minutes Total and No Action Will Be Taken During the Session

12. Adjourn

There being no further business Commissioner Arnett adjourned the meeting at 10:04 a.m.

Jaime Arnett, President/Commissioner

Atul Deshmane, Vice President/Commissioner

Eddy Ury, Secretary/Commissioner

Commission Clerk Note:

Video recordings of the Whatcom PUD Commission Meetings are available online at the following link on the PUD’s Website: <https://www.pudwhatcom.org/the-commission/2024-agenda-packets-meeting-minutes-recordings/>

PUBLIC UTILITY DISTRICT No.1

of Whatcom County

1705 Trigg Road • Ferndale, WA 98248
P: (360) 384-4288 • F: (360) 384-4849

Memo

To: Commissioners Arnett, Deshmane, and Ury

From: Garrett Love-Smith, Engineering Manager

Date: December 17, 2024

Re: Approve Professional Services Agreement: Complete Design, Inc.

Requested Action – APPROVE PROFESSIONAL SERVICES AGREEMENT (PSA) WITH COMPLETE DESIGN, INC., TO PERFORM ENGINEERING AND CAD UPDATING SERVICES FOR THE WHATCOM PUD AND AUTHORIZE THE GENERAL MANAGER TO SIGN THE AGREEMENT.

Background – In beginning of 2024 Whatcom PUD identified several drawings that needed to be updated in a CAD format for both the electric and water utility. This led to conversations with Complete Design, Inc (CDI) about the services they could provide with this issue. After discussions with CDI staff, it was clear that they had the ability to not only help update our CAD format and standards for outdated drawings, but also provide additional civil engineering services key to upcoming projects.

Whatcom PUD staff recommends that Whatcom PUD contract with CDI to provide technical services as directed by the Whatcom PUD. Work will be performed under individual Work Orders as needed and approved by the Whatcom PUD Commission or the General Manager per the Whatcom PUD's Purchasing Policy.

Fiscal Impact – The PSA has no fiscal impact to the Whatcom PUD. Work Orders associated with the Agreement will have specific budgets and are covered in the 2025 Whatcom PUD Budget.

Recommended Action – APPROVE PROFESSIONAL SERVICES AGREEMENT (PSA) WITH COMPLETE DESIGN, INC., TO PERFORM ENGINEERING AND CAD UPDATING SERVICES FOR THE WHATCOM PUD AND AUTHORIZE THE GENERAL MANAGER TO SIGN THE AGREEMENT.

**STANDARD AGREEMENT
FOR PROFESSIONAL SURVEYING AND ENGINEERING SERVICES**

THIS AGREEMENT (“Agreement”) is made and entered into this 10th day of December 2024, by and between the **PUBLIC UTILITY DISTRICT NO. 1 of WHATCOM COUNTY**, 1705 Trigg Road Ferndale, WA 98248, hereinafter called the "Whatcom PUD," and **COMPLETE DESIGN, INC** , having an address of P.O. Box 1914, Wenatchee, WA 98801, hereinafter called "Consultant," for projects generally described as:

To provide Surveying, Engineering, and Environmental services for the purpose of assisting Whatcom PUD in completing Capital Improvement and other maintenance projects.

WHEREAS, Whatcom PUD desires to retain a Consultant to provide professional Surveying, Engineering and Environmental services for Whatcom PUD; and

WHEREAS, the selection of the consultants, and the Consultant herein, were made after the completion of a process that complied with all provisions of Federal, State, and local laws concerning selection of professional services.

WHEREAS, Complete Design Inc. does offer to provide such professional Surveying, Engineering and Environmental services.

NOW, THEREFORE, for and in consideration of the promises and the mutual covenants set forth herein, the parties agree as follows:

1. **Scope of Services.** The specific assignments for the Consultant will be identified from time to time by Whatcom PUD. The Consultant will prepare and submit to Whatcom PUD a proposed Work Order which shall include the proposed scope of services and fee estimate for the proposed assignment. If acceptable, Whatcom PUD will execute the Work Order for the specific assignment. The scope of Work Orders is hereinafter referred to as “Work”. Services of the Consultant shall conform with the standard of care applicable to professionals providing similar such services in the State of Washington. All Work Orders must be approved in writing and approved in advance by the Commission and/or General Manager of Whatcom PUD. The terms and conditions of this Agreement shall apply in all Work Orders approved by the Whatcom PUD, unless a Work Order contains terms and conditions different than those provided herein. Any Work Order and this Agreement shall be interpreted to give full meaning to all provisions. In the event that any provision of this Agreement is in conflict with any provision of an approved Work Order, the more specific shall control, and if a conflict still exists, then the Work Order shall control the specific conflicting provision.

2. **Term.** The term of this Agreement shall commence on execution of this Agreement until all tasks associated with the scope of services herein, as may be amended, have been completed by Consultant or December 31, 2026, whichever is sooner, unless terminated earlier as provided herein. Under the terms of the contract, the term may be extended for two (2) additional one-year periods.

3. **Termination.** Whatcom PUD reserves the right to terminate this Agreement at any time by sending written notice of termination to the Consultant. The notice shall specify a termination date at least fourteen (14) calendar days after the date the notice is issued. The notice shall be effective upon the earlier of either actual receipt by the Consultant (whether by fax, mail, delivery or other method reasonably calculated to be received by the Consultant in a reasonably prompt manner) or three (3) calendar days after issuance of the notice. Upon the notice date, the Consultant shall immediately commence to end the Work in a reasonable and orderly manner. Unless terminated for the Consultant's material breach, the Consultant shall be paid or reimbursed for: (a) all hours worked and eligible expenses incurred up to the notice date, less all payments previously made; and (b) those hours worked and eligible expenses incurred after the notice date, but prior to the termination date, that were reasonably necessary to terminate the Work in an orderly manner. The notice shall be sent by the United States Mail to the Consultant's address provided herein, postage prepaid, certified or registered mail, return receipt requested, or by hand delivery. In addition, the notice may also be sent by any other method reasonably believed to provide the Consultant actual notice in a timely manner, such as fax. Whatcom PUD does not by this Section waive, release or forego any legal remedy for any violation, breach or non-performance of any of the provision of this Agreement. At its sole option, Whatcom PUD may deduct from the final payment due the Consultant (a) any damages, expenses or costs arising out of any such violations, breaches, or non-performance and (b) any other back charges or credits.

4. **Compensation and Payment.** The Consultant shall be compensated on the basis of hours worked and expenses incurred by the Consultant, or on the basis of rates established for specific tasks, all at the rates shown attached hereto as Exhibit A. The Consultant shall obtain the prior written approval of Whatcom PUD for any charges for additional services by the Consultant, the additional services of others retained by Consultant, or the furnishing of additional supplies, materials or equipment. The Consultant shall not be entitled to compensation for any such additional charges incurred in violation of this paragraph.

4.1 The Consultant shall submit monthly statements, including project budget status and a narrative progress description of services rendered in a form and in such detail as requested by Whatcom PUD. Whatcom PUD shall make prompt monthly payments for work completed to Whatcom PUD's satisfaction and billed before the first day of the month. Whatcom PUD shall review and consider for approval all bills submitted one week prior to a regularly scheduled meeting of Whatcom PUD Commissioners. After approval of the Consultant's statement of bill, Whatcom PUD shall forward the approval to the County Treasurer for payment in the normal course of events. In no event shall Whatcom PUD be charged interest on payments due under this Agreement. Whatcom PUD shall not be obligated to pay for services deemed unsatisfactory.

5. **Compliance with Laws.** All Federal, State and local laws applicable in the rendering of the services by the Consultant shall be in compliance with in all respects by the Consultant, as shall all rules and regulations of Whatcom PUD and any other governmental agency. The Consultant shall register, as required by RCW 23B.15.010, to do business in the State of Washington and provide proof of the same to Whatcom PUD.

6. **Project Management.** Whatcom PUD's designated representative may at any time issue written directions within the general scope of this Agreement. If any such direction causes an increase or decrease in the cost of this Agreement or otherwise affects any other provision of this Agreement, the Consultant shall immediately notify the designated representative in writing and take no further action concerning those written directions until such time as the parties have executed a written change order. No additional work shall be performed or charges incurred unless and until Whatcom PUD approves in writing the change order and the increased cost thereof. Any work done in violation of this paragraph shall be at the sole expense of the Consultant.

7. **Recordation of Documents Affecting Title.** Prior to the execution or recordation of any documents affecting title to any property, the said document shall be reviewed by Whatcom PUD. Whatcom PUD shall be responsible for all costs associated with such review.

8. **Conflict of Interest.** Consultant covenants that it presently has no interest and shall not acquire an interest, directly or indirectly, which would conflict in any manner or degree with its performance under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed by it or any of its subcontractors.

9. **Insurance.** Consultant shall procure and maintain during the term of this Agreement the following insurance:

a. Comprehensive general liability policy covering all claims for personal injury (including death) and/or property damage arising out of Consultant's services. The limits of liability shall be not less than One Million Dollars (\$1,000,000) for each occurrence and in the aggregate unless Whatcom PUD approves in writing a lesser limit.

b. Automobile Liability Insurance covering all owned and non-owned automobiles or vehicles used by or on behalf of Consultant. The limits of liability shall be not less than One Million Dollars (\$1,000,000) for each occurrence and in the aggregate unless Whatcom PUD approves in writing a lesser limit.

c. Workers Compensation Insurance as required by law.

9.1 The foregoing insurance policies shall name Whatcom PUD as an additional insured. Consultant shall provide two (2) certificates of insurance and, if requested, copies of any policy to Whatcom PUD. Receipt of such certificate or policy by Whatcom PUD does not constitute approval by Whatcom PUD of the terms of such policy. Furthermore, the policy of insurance required herein shall: (i) be written as a primary policy; (ii) expressly provide that such insurance may not be materially changed, amended or canceled with respect to Whatcom PUD except upon forty-five (45) days prior written notice from Consultant to Whatcom PUD; (iii)

contain an express waiver of any right of subrogation by the insurance company against Whatcom PUD and Whatcom PUD 's elected officials, employees, or agents; (iv) expressly provide that the insurance proceeds of any loss will be payable notwithstanding any act or negligence of Consultant which might otherwise result in a forfeiture of said insurance; and (v) in regard to physical property damage coverage, expressly provide that all proceeds shall be paid jointly to Whatcom PUD and Consultant.

9.2 If Consultant fails to procure and maintain the insurance described above, Whatcom PUD shall have the right, but not the obligation, to procure and maintain substitute insurance and to pay the premiums. Consultant shall pay to Whatcom PUD upon demand the full amount paid by Whatcom PUD, or Whatcom PUD may offset such premiums against amounts to be paid to Consultant.

10. Indemnification. Consultant shall indemnify and hold Whatcom PUD harmless from and against all costs and losses, and all claims, demands, suits, actions, payments and judgments, arising from personal injury or otherwise, brought or recovered against Whatcom PUD by reason of any negligent act or omission of Consultant, its directors, officers, agents or employees in the performance and execution of the Services hereunder, including any and all expenses, legal or otherwise, incurred by Whatcom PUD or its representatives in the defense of any claim or suit.

11. Confidentiality. Any reports, documents, questionnaires, records, information or data given to or prepared or assembled under this Agreement which Whatcom PUD requests to be kept confidential shall not be made available by the Consultant to any individual or organization without prior written approval of Whatcom PUD, except as may be ordered by a court of competent jurisdiction. The provisions of this section shall survive the expiration or earlier termination of this Agreement. No reports, records, questionnaires, software programs provided by Whatcom PUD or other documents produced in whole or in part by the Consultant under this contract shall be the subject of an application for copyright by or on behalf of the Consultant.

12. Property of Whatcom PUD. All Plans, Reports, Documents, Photographs, Drawings, and Specifications that are generated by the Consultant for Whatcom PUD under this contract are and shall remain the property of Whatcom PUD whether the Project for which they are made is executed or not. The Consultant assumes no liability for any use of the Drawings and Specifications other than that originally intended for this Project. The Consultant shall retain originals during the performance of the Services and reproducible copies shall be provided as requested by Whatcom PUD. Upon completion of the work, the originals of all Plans, Drawings and Specifications shall be delivered to Whatcom PUD.

13. Electronic Transmission. All electronically transmitted output must be compatible with existing Whatcom PUD software and must be accompanied by at least one (1) copy of written reports. Consultant shall check with Whatcom PUD for software application and system compatibility.

14. **Contamination.** For the purpose of this clause, contamination conditions shall mean the actual or alleged existence, discharge, release or escape of any irritant, pollutant, contaminant, or hazardous substance into or upon the atmosphere, land, groundwater, or surface water of or near the property. Consultant will promptly notify Whatcom PUD of contamination conditions, if identified.

15. **No Employment Relation Created.** Consultant is an independent contractor, who will provide services to Whatcom PUD. The Parties are not “partners” and this Agreement does not create a partnership, joint venture relationship or an employer-employee relationship. The relationship between Whatcom PUD and the Consultant is not and shall not be construed to be an employment relationship under any circumstance, and shall be construed only to be an independent contractor relationship with Whatcom PUD.

16. **Industrial Insurance Act Defense Waiver.** The Consultant expressly waives any claim of defense against Whatcom PUD as may be provided by the Industrial Insurance Act, RCW 51.04.010 *et seq.* for any claim asserted by any person (or relative or estate thereof) for injury or death sustained during the course of the Contract work.

17. **Subconsultants.** Contractor shall notify Whatcom PUD in writing of all subconsultants hired or utilized by Consultant. At the time of project completion, the Consultant agrees to certify to Whatcom PUD that all sub-consultants have been paid in full. Consultant shall be solely responsible for the performance of any sub-consultant. All such subconsultants shall possess all licenses and insurance as required by the laws of the State of Washington.

18. **Discrimination.** In connection with the performance of this Agreement, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, marital status, or being handicapped, a disadvantaged person, or a disabled or Vietnam era veteran. The Consultant shall take affirmative action to ensure that the employees are treated during employment without regard to, their race, color, religion, sex, national origin, age, marital status, or being handicapped, or disadvantaged person, or disabled or Vietnam era veteran.

19. **Understanding of Agreement.** Each party acknowledges that such party has read this Agreement and understands its contents, that such party has had the opportunity to have this Agreement reviewed by an attorney of such party’s choice, and that such party either has consulted with an attorney or voluntarily has chosen not to consult with an attorney before signing this Agreement.

20. **Litigation/Arbitration.** In the event either party herein finds it necessary to bring an action against the other party to enforce any of the terms, covenants or conditions hereof or any instrument executed pursuant to this Agreement by reason of any breach or default hereunder or thereunder, the party prevailing in any such action or proceeding shall be paid all costs and attorneys’ fees incurred by the other party, and in the event any judgment is secured by such prevailing party all such costs and attorneys’ fees of collection shall be included in any such judgment. In the event of any dispute arising between the parties to this Agreement, any such dispute shall be submitted to binding arbitration as provided herein. The parties shall select an independent and unbiased arbitrator who is not affiliated directly or indirectly with either party within ten (10) days after any party demands arbitration. If the parties fail to select or cannot

agree upon an arbitrator within this time, then they shall make application to the Superior Court of Whatcom County, pursuant to RCW 7.04A et seq., for an order appointing an arbitrator. Such application may be made at any time after the ten (10) day period has expired. Upon application to the court for an arbitrator, the Court shall select an arbitrator who shall render his/her decision no later than sixty (60) days after his/her appointment. If the arbitrator requests a hearing prior to rendering his/her decision, such hearing shall be held in Whatcom County, Washington within thirty (30) days of the arbitrator's appointment. The arbitrator's decision shall be binding on both parties. Each party shall bear its own expenses associated with the arbitration but shall share equally the costs of the arbitrator. RCW Chapter 7.04A and Rules 5.2 through 5.4 of the Mandatory Arbitration Rules for Superior Court ("MAR") shall govern the arbitration. In the event of any inconsistencies between the Binding Arbitration Clause, RCW Chapter 7.04A, and MAR 5.2 through 5.4, the terms of the Binding Arbitration Clause shall take precedence over RCW Chapter 7.04A and MAR 5.2 through 5.4; and RCW Chapter 7.04A shall take precedence over MAR 5.2 through 5.

21. **Notices.** All notices, demands, requests, consents and approvals which may or are required to be given by any party to any other party hereunder shall be in writing and shall be deemed to have been duly given if delivered personally, sent by facsimile, sent by a nationally recognized overnight delivery service, or if mailed or deposited in the United States mail and sent by registered or certified mail, return receipt requested, postage prepaid to:

Whatcom PUD: Garrett Love-Smith, Engineering Manager
Public Utility District No. 1 of Whatcom County
1705 Trigg Road | PO Box 2308
Ferndale, WA 98248

Consultant: Ryan Kelso
Complete Design Inc.
P.O. Box 1914
Wenatchee, WA 98801

or to such other address as the foregoing parties hereto may from time-to-time designate in writing and deliver in a like manner. All notices shall be deemed complete upon actual receipt or refusal to accept delivery. Facsimile transmission of any signed original document and retransmission of any signed facsimile transmission shall be the same as delivery of an original document.

22. **Amendment.** No modification, termination or amendment of this Agreement may be made except by written agreement signed by all parties, except as provided herein.

23. **Waiver.** No failure by any of the foregoing parties to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or any other covenant, agreement, term or condition. Any party hereto, by notice and only by notice as provided herein, may, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party hereto. No waiver shall affect or alter this Agreement, and each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

24. **Captions.** The captions of this Agreement are for convenience and reference only and in no way define, limit, or describe the scope or intent of this Agreement.

25. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

26. **Counterparts.** This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

27. **Neutral Authorship.** Each of the provisions of this Agreement has been reviewed and negotiated and represents the combined work product of all parties hereto. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement.

28. **Governing Law.** This Agreement and the right of the parties hereto shall be governed by and construed in accordance with the laws of the State of Washington.

29. **Time of Performance.** Time is specifically declared to be of the essence of this Agreement and of all acts required to be done and performed by the parties hereto.

30. **Entire Agreement.** The entire agreement between the parties hereto is contained in this Agreement and the exhibits hereto, and this Agreement supersedes all of their previous understandings and agreements, written and oral, with respect to this transaction. This Agreement may be amended only by written instrument executed by the parties subsequent to the date hereof. The Consultant specifically understands that no Whatcom PUD employees other than the project manager or his/her supervisors are authorized to direct the work of the Consultant and/or amend this Agreement.

IN WITNESS WHEREOF, the parties hereto execute this Agreement.

WHATCOM PUD:

PUBLIC UTILITY DISTRICT NO. 1 OF WHATCOM COUNTY

By: _____
Title: General Manager

Date signed: _____

CONSULTANT:

Complete Design Inc.

By: 

Title: Principal

Firm's EIN: 20-3881035

Date signed: 12/10/2024



Exhibit A
2024 Fee Schedule

As listed at www.completedesign.cc . Rates are revised on a yearly basis in January.

	HOURLY RATE		HOURLY RATE
Land Surveying		Architecture	
Professional Land Surveyor	\$225	Architect	\$180
Survey Crew Chief	\$180	Architectural Designer III	\$120
Survey Technician	\$150	Architectural Designer II	\$110
Survey Crew Member	\$150	Architectural Designer I	\$80
Surveying Project Manager	\$180	Architectural Project Manager	\$180
Engineering		Interior Design	
Professional Engineer III - Civil	\$200	Interior Designer	\$120
Professional Engineer II - Civil	\$180	Graphic Design	
Professional Engineer I - Civil	\$160	Graphic Designer	\$120
Civil EIT III	\$150	Landscape Design	
Civil EIT II	\$130	Landscape Designer	\$150
Civil EIT I	\$120	Land Use Planning	
Engineer Technician III	\$150	Land Use Planner	\$150
Engineer Technician II	\$130	Admin/Production Support	
Engineer Technician I	\$110	Ex Assistant / Business Admin	\$120
Engineering Project Manager	\$180	Permit Technician	\$110
		Finance Specialist	\$110
		Office Assistant	\$80

PUBLIC UTILITY DISTRICT NO. 1

of Whatcom County

1705 Trigg Road • Ferndale, WA 98248
P: (360) 384-4288 • F: (360) 384-4849

Memo

To: Commissioners Arnett, Deshmane, and Ury

From: Brian Walters – Assistant General Manager

Date: December 17, 2024

Re: Approve Interlocal Agreement with Mason County PUD 3 and the Transfer of \$150,000 in BPA EEI Budget Listed in Exhibit A to the Agreement

Requested Action – APPROVE INTERLOCAL AGREEMENT WITH MASON COUNTY PUD 3 AND THE TRANSFER OF \$150,000 OF THE DISTRICT’S BPA EEI PROGRAM BUDGET AND AUTHORIZE THE DISTRICT’S GENERAL MANAGER TO SIGN THE AGREEMENT IMPLEMENTING THE TRANSFER.

Background – Public Utility District No.3 of Mason County (“Mason PUD 3”) has exhausted its BPA EEI budget for BPA’s current two year rate period FY 2024-25. Mason PUD 3 has requested that the District transfer \$150,000 of the District’s remaining EEI budget for the current BPA rate period to Mason PUD 3. In order to proceed with a transfer of EEI Budget to Mason PUD 3, a new Interlocal Agreement must be executed between the District and Mason PUD 3.

The transfer of BPA EEI budget from one party to the other is memorialized in Exhibit A to the Agreement. Future transfers agreed to by the parties (either to or from Mason PUD 3) will be accomplished by amendments to Exhibit A, as long as the Interlocal Agreement remains in effect.

If the Interlocal Agreement and transfer is approved by the Commission, the District will still have sufficient remaining BPA EEI Program Budget to cover any potential District sponsored energy efficiency projects for the remainder of BPA’s 2024-25 rate period, which ends September 30, 2025. The District will then receive another budget allocation for BPA’s following 3 year rate period, which begins October 1, 2025 and extends thru September 30, 2028.

The Interlocal Agreement and Exhibit A are included with this memo for the Commission’s review.

Fiscal Impact – If approved, Exhibit A and the budget transfer described therein will have no direct fiscal impact on the District’s 2025 Annual Budget.

Recommended Action – APPROVE INTERLOCAL AGREEMENT WITH MASON COUNTY PUD 3 AND THE TRANSFER OF \$150,000 OF THE DISTRICT’S BPA EEI PROGRAM BUDGET AND AUTHORIZE THE DISTRICT’S GENERAL MANAGER TO SIGN THE AGREEMENT IMPLEMENTING THE TRANSFER

**INTERLOCAL AGREEMENT
BETWEEN
PUBLIC UTILITY DISTRICT NO.1 OF WHATCOM COUNTY
AND
PUBLIC UTILITY DISTRICT NO.3 OF MASON COUNTY

FOR SHARING OF
ELECTRIC SYSTEM RELATED SERVICES**

THIS INTERLOCAL AGREEMENT (the “Agreement”) is made this _____ day of December 2024, between Public Utility District No. 1 of Whatcom County, a Washington municipal corporation (hereinafter “Whatcom PUD”), and Public Utility District No.3 of Mason County, a Washington municipal corporation (hereinafter “Mason PUD 3”). Whatcom PUD and Mason PUD 3 are jointly referred to herein as (the “Parties”) and individually as (“Party”).

WHEREAS, Whatcom PUD and Mason PUD 3 are authorized to engage in the provision of electric energy supply and services to wholesale and retail customers; and

WHEREAS, Whatcom PUD and Mason PUD 3 are authorized to construct and operate facilities necessary to generate, transmit, and/or distribute electric energy within their respective service areas; and

WHEREAS, the Parties have a common interest in sharing resources, when feasible, for the cost-effective delivery of electric energy related services to their respective customers; and

WHEREAS, the Parties are both power supply and transmission customers of the Bonneville Power Administration; and

WHEREAS, it is in the public interest for the Parties as public entities to work in a cooperative manner; and

WHEREAS, the Parties desire to enter into this Agreement under the terms and conditions of Chapter 39.34 RCW (entitled the Interlocal Cooperation Act);

NOW, THEREFORE, in consideration of the mutual covenants contained herein, Whatcom PUD and Mason PUD 3 agree as follows:

1.0 PURPOSE.

The purpose of this Agreement is to establish procedures whereby the Parties can combine, share, and use their respective skills and assets, thereby expediting their respective receipt and delivery of electric energy and related services to customers within their respective service areas. The cooperative efforts enabled by this Agreement are intended to reduce the cost of electric system planning, construction, and operation over what would otherwise be achieved if the Parties acted independently. Further, this Agreement enables a sharing of benefits available to each Party as a wholesale customer of the Bonneville Power Administration (“BPA”).

2.0 DECISIONS.

All decisions under this Agreement shall be by consensus of the Parties, subject to the financial, technical, and legal limitations of both Parties. In the event that the Parties are unable to agree upon a means of undertaking any proposed action pursuant to this Agreement, then either Party shall have the unilateral right to reject such means, without contributing additional time or other resources to the further negotiation thereof.

3.0 GENERAL SCOPE OF SERVICES.

The services to be provided under this Agreement are limited in scope to the transfer from either Party to the other of a portion of either Party's BPA conservation budget, also referred to as the EEI budget. Such budget is determined by BPA through a rate setting process and allocated among each of BPA's power supply customers for each two year BPA power rate period. The allocated budget is available to customers to reimburse them for a portion of the cost of qualifying conservation (i.e. energy efficiency) programs and projects customers implement.

3.1 EXHIBIT A – TRANSFERS

Any transfer of BPA conservation funds as agreed to by the Parties shall be as described on Exhibit A, attached hereto and incorporated herein by this reference. Any revision to the transfer amount and/or conditions on such transfers shall be by written amendment to Exhibit A approved by the Board of Commissioners of each Party unless a Party has specifically delegated that authority to its General Manager.

4.0 COMPENSATION FOR SERVICES.

For the scope of services described above, there is no compensation owed by either Party to the other.

5.0 TERM.

This Agreement shall commence as of the date entered in the above first paragraph of this Agreement and shall continue until **day 30 of the month of September 2028** unless either Party terminates this agreement by providing written notice to the other Party, not less than 30 days prior to the date such party desires the termination of the Agreement to become effective. Either Party may require that the terms and conditions of this Agreement be re-negotiated by providing written notice to the other Party, not less than 30 days prior to the date such party desires the modification to the Agreement to become effective. A notice of re-negotiation shall not be a notice of termination; however, nothing prevents a party from delivering both a notice of re-negotiation and a notice of termination.

If the Agreement is terminated, in accordance with the provisions of this section 5, then the Parties agree to negotiate in good faith to unwind the obligations entered into under this Agreement. If the Parties cannot agree to a resolution of the obligations entered into within ninety days of the termination date of this Agreement, then the Parties agree to submit to binding arbitration, as set forth in Section 9.7 below.

6.0 CONTACT PERSONS.

The following persons, referred to as Contact Person(s), are responsible for the administration of this Agreement for each Party and have the authority to execute Task Orders on behalf of their Party under this Agreement:

For Whatcom PUD: General Manager
For Mason PUD 3: General Manager

or such other persons as may be specified from time to time in writing by either Party.

7.0 RELATIONSHIPS OF THE PARTIES, RELEASE AND INDEMNIFICATION.

The Parties agree that they are each independent public entities operating pursuant to the terms and conditions of this Agreement. No agent, employee, or representative of a Party to this Agreement shall be deemed to be an agent, employee, or representative of any other party for any purpose. To the extent permitted by law, each Party remains solely and entirely responsible for the acts of its respective staff performing services for the other Party under this Agreement.

7.1 *Release by Mason PUD 3.* To the extent permitted by law, Mason PUD 3 hereby releases Whatcom PUD, its successors and assigns, Directors, Commissioners, officers, employees, agents, and representatives from any and all claims, losses, injuries, harm, liabilities, damages, costs, charges and expenses including all reasonable and necessary attorney's fees incurred in connection with Whatcom PUD and its employees' performance under this Agreement.

7.2 *Release by Whatcom PUD.* To the extent permitted by law, Whatcom PUD hereby releases Mason PUD 3, its successors and assigns, Directors, Commissioners, officers, employees, agents, and representatives from any and all claims, losses, injuries, harm, liabilities, damages, costs, charges and expenses including all reasonable and necessary attorney's fees incurred in connection with Mason 3 PUD and its employees' performance under this Agreement.

7.3 *Indemnification.* Each Party, as an indemnitor, agrees to protect, defend, hold harmless, and indemnify each other Party from and against all third party claims, suits, and actions arising from the intentional or negligent acts or omissions of such indemnitor, its agents, or employees in the performance of this Agreement.

8.0 EXTENT OF AGREEMENT AND MODIFICATIONS.

This Agreement, together with the Exhibits and Addenda as may be added upon approval of both Parties, contains all of the terms and conditions agreed upon by the Parties. The Parties agree that there are no understandings, oral or otherwise, modifying or adding to this Agreement. No amendments, changes, or modification of this Agreement shall be valid or binding upon either Party unless such amendment, change, or modification be in writing and executed by both Parties.

9.0 MISCELLANEOUS PROVISIONS.

9.1 *No waiver.* The failure of either Party to insist upon or enforce strict performance by the other Party of any provision of this Agreement or to exercise any right under this Agreement shall not be construed as a waiver or relinquishment to any extent of such Party's right to assert or rely upon any such provision or right in that or any other instance; rather, the same shall be and remain in full force and effect.

9.2 *Applicable Law.* This Agreement shall be interpreted, construed, and enforced in accordance with the laws of the State of Washington, except to the extent such laws may be preempted by the laws of the United States of America.

- 9.3 *Governing Law and Venue:* The Parties agree that any dispute shall be governed by the laws of the State of Washington, and any proceeding in law or in equity shall be brought in Thurston County, State of Washington, or such other place as both Parties may agree to in writing.
- 9.4 *Standards.* The Parties and the Parties' employees and agents will adhere to applicable professional and ethical standards and will perform all work in a manner consistent with generally accepted skill and care and prudent utility practice for the type of work undertaken.
- 9.5 *Neutral Authorship:* Each of the provisions of this Agreement has been reviewed and negotiated, and represents the combined work product of the Parties. No presumption or other rules of construction, which would interpret the provisions of this Agreement in favor of or against the party preparing the same, shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement.
- 9.6 *Entire Agreement.* This Agreement sets forth the entire Agreement and supersedes any and all prior Agreements of the Parties with respect to the subject matters hereof.
- 9.7 *Arbitration:* The Parties mutually covenant to work cooperatively to timely resolve any dispute that may arise between the Parties concerning this Agreement. However, if the Parties cannot mutually settle a dispute, the dispute or claim shall be submitted to binding arbitration. The Parties agree that the arbitration shall be governed by the rules and procedures outlined in RCW 7.04A *et.seq.* and the Thurston County Mandatory Arbitration Rules, and that the Parties will jointly stipulate to an arbitrator. In the event that the Parties are unable to agree to an arbitrator, the Parties agree that the Presiding Judge of Thurston County Superior Court may appoint the arbitrator. The prevailing Party as determined by the arbitrator shall be entitled to reasonable attorneys' fees and costs.
- 9.8 *Notices:* All notices, demands, requests, consents, and approvals which may, or are required to be given to any party or any other party hereunder, shall be in writing and shall be deemed to have been duly given if delivered personally, sent by facsimile, sent by a nationally recognized overnight delivery service, or if deposited in the United States mail and sent by registered or certified mail, return receipt requested, postage paid to:

Public Utility District No.1 of Whatcom County:	General Manager Whatcom PUD 1705 Trigg Road P.O. Box 2308 Ferndale, WA 98248
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Public Utility District No.3 of Mason County:	General Manager Mason PUD 3 2621 E.Johns Prairie Road P.O. Box 2148 Shelton, WA 98584
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- 9.9 *Statutory Notice.* Pursuant to RCW 39.34.040, following execution, this Agreement will be listed by subject on the web sites respectively of both Whatcom PUD and Mason 3 PUD.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives all as of the day and year first above written.

PUBLIC UTILITY DISTRICT NO.1 OF WHATCOM COUNTY

Chris Heimgartner
General Manager

ATTEST:

PUBLIC UTILITY DISTRICT NO.3 OF MASON COUNTY

Annette Creekpaum
General Manager

APPROVED AS TO FORM:

General Counsel

EXHIBIT A

BPA EEI BUDGET TRANSFERS

This Exhibit A is attached to and by this reference incorporated into the Interlocal Agreement between Public Utility District No.1 of Whatcom County (“Whatcom PUD”) and Public Utility District No.3 of Mason County (“Mason PUD 3”) (collectively referred to as the “Parties”).

1.0 Budget Transfer – BPA Rate Period (FY 2024-2025)

Subject to Bonneville Power Administration (“BPA”) approval, Whatcom PUD and Mason PUD 3 agree for each Party’s respective BPA two year Rate Period (FY 2024-2025) as follows:

Whatcom PUD and Mason PUD 3 agree to request that BPA transfer **ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000)** of BPA’s Energy Efficiency Incentive (EEI) program budget funds for Rate Period (FY 2024-2025), which were previously allocated to Whatcom PUD, to Mason PUD 3. This transfer does not involve any actual monetary payment by Whatcom PUD to Mason PUD 3, nor is Whatcom PUD obligated to make any payment to Mason PUD 3. Rather, it is a joint request to BPA to re-allocate a portion of the BPA EEI program budget funds allocated to Whatcom PUD for BPA Rate Period (FY 2024-2025) to Mason PUD 3.

2.0 Conditions on Transfer

For this specific transfer of BPA EEI program budget from Whatcom PUD to Mason PUD 3, there are no conditions on the transfer with the exception of BPA prior approval.

3.0 Amendments to Exhibit A

Should either Party request any future BPA EEI program budget transfers from the other Party and such Party agrees, then it shall be by amendment to this Exhibit A, pursuant to written agreement of the Parties.

IN WITNESS WHEREOF, the Parties have caused this EXHIBIT A to the AGREEMENT to be executed by their duly authorized representatives all as of the day and year written above.

PUBLIC UTILITY DISTRICT NO.1 OF WHATCOM COUNTY

Chris Heimgartner
General Manager

Date

ATTEST:

PUBLIC UTILITY DISTRICT NO.3 OF MASON COUNTY

Annette Creekpaum
General Manager

Date

ATTEST:



Action Memo

To: Commissioners Arnett, Deshmane and Grant
From: Chris Heimgartner, General Manager
Date: December 17, 2024
Re: **Approve Resolution No. 868 – Delegation of Authority**

Requested Action:

APPROVE RESOLUTION NO. 868 FOR THE DISTRICT'S DELEGATING ADMINISTRATIVE POWERS AND DUTIES OF THE GENERAL MANAGER AND DESIGNEES REPEALING ALL PRIOR RESOLUTIONS DEALING WITH THE SAME SUBJECT MATTER.

Background:

The master policy directive of the Commission of the Public Utility District No. 1 of Whatcom County ("District") was originally adopted as Resolution No. 559 on November 27, 2007, for the purpose of establishing the delegated administrative powers and duties of the General Manager and designees. This policy states that it will be reviewed and affirmed annually each succeeding year following its adoption. The current Delegation of Authority policy will expire on December 31, 2024.

This is a recommendation to amend the Delegation of Authority to remain in effect until December 31, 2025, unless it is extended prior to that date.

This amendment includes the following update to: Exhibit A – Authorized Purchasing Limits
Amending Exhibit A to reflect current job titles, removal of defunct positions and the addition of new positions to the list. The below exhibit is the markup showing the changes made. The final version will be included in the resolution.

Fiscal Impact:

There is no fiscal impact to the District.

Recommended Action:

APPROVE RESOLUTION NO. 868 FOR THE DISTRICT'S DELEGATING ADMINISTRATIVE POWERS AND DUTIES OF THE GENERAL MANAGER AND DESIGNEES REPEALING ALL PRIOR RESOLUTIONS DEALING WITH THE SAME SUBJECT MATTER.

Public Utility District No. 1 of Whatcom County
Authorized Purchasing Limits

POSITION	AUTHORIZED LIMIT*
Commissioners.....	\$3,000
General Manager.....	\$100,000
Assistant General Manager.....	\$25,000
Director of Finance.....	\$10,000
Director of Utility Operations.....	\$10,000
Engineering Manager.....	\$10,000
Director of Broadband/New Power Supply.....	\$10,000
Broadband Program Manager.....	\$10,000
Director of HR & Communications.....	\$5,000
Manager – Automation & Technology Services.....	\$5,000
Electric System Supervisor.....	\$3,500
Chief Water Operator.....	\$2,500
Project Manager.....	\$2,500
Manager – Contracts and Regulatory Compliance.....	\$2,500
Executive Assistant to General Manager.....	\$2,500
Clerk to the Board/Records.....	\$1,000
Accountant 1.....	\$1,000
IT/SCADA Technician.....	\$1,000
Automation Technician.....	\$1,000
Substation Technician.....	\$1,000
Water System Operators.....	\$500
OPEN POSITIONS (January 1, 2021)	
Manager – Construction and Facilities.....	\$5,000
Water Systems Supervisor.....	\$2,500
Assistant Finance Director.....	\$2,500

Commented [JS1]: Garrett Love – Smith's position

Commented [JS2]: Position removed from list defunct

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Commented [JS3]: Position Created 2024

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Commented [JS4]: Position removed from list defunct

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Commented [JS5]: Position Created 2024

Commented [JS6]: Removed as all current and future positions are accounted for in the list above.

*Exclusive of sales tax

RESOLUTION NO. 868

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE
PUBLIC UTILITY DISTRICT NO. 1 OF WHATCOM COUNTY
("DISTRICT") DELEGATING ADMINISTRATIVE POWERS AND
DUTIES OF THE GENERAL MANAGER AND DESIGNEES,
SUPERSEDING ALL PRIOR RESOLUTIONS ADDRESSING THE SAME
SUBJECT MATTER**

WHEREAS, RCW 54.16.100 authorizes the Board of Commissioners of Public Utility District No. 1 of Whatcom County (Commission) to delegate administrative powers and duties to the General Manager through this resolution known as the "Delegation of Authority", and

WHEREAS, the Commission now wishes to amend and extend the existing Delegation of Authority to continue to provide a master policy directive on the delegated administrative powers and duties of the General Manager and designees and to repeal any resolutions dealing with the same subject matter; and

WHEREAS, the existing Delegation of Authority adopted by Resolution 842 expires on December 31, 2024; and

WHEREAS, the Commission has determined to replace the previous Delegation of Authority adopted in Resolution No. 842 with the Delegation of Authority adopted in this resolution effective upon adoption and shall remain in effect, unless amended, or until December 31, 2025.

NOW, THEREFORE, BE IT RESOLVED by the Commission of Public Utility District No. 1 of Whatcom County as follows:

Section 1. The master policy directive of the Commission of the Public Utility District No.1 of Whatcom County as set forth herein, is adopted for the purpose of establishing the delegated administrative powers and duties of the General Manager and his/her designees. This policy directive will remain in effect until December 31, 2025 unless it is extended prior to that date. This policy will be reviewed and affirmed annually each succeeding year following its adoption.

Section 2. All portions of resolutions heretofore approved by the Commission pertaining to the subject matters contained in this resolution are hereby repealed.

Section 3. The following policy directive on the delegated administrative powers and duties of the General Manager is hereby adopted.

I. PREAMBLE

A. The following policy is adopted by the Commission of the Public Utility District No. 1 of Whatcom County for the purpose of establishing the administrative powers and duties of the General Manager who is responsible for District operations. The General Manager may delegate to District personnel such administrative authority or reporting requirements herein established as is necessary and advisable in the efficient exercise of the General Manager's powers and duties.

B. This policy sets forth specific delegations of power and duties from the Commission to the General Manager. This policy shall not be interpreted to limit the duties or responsibilities of the General Manager, as those duties are determined from time-to-time by the Commission. The General Manager may designate a senior District employee to act in the place of the General Manager with regard to the powers and duties in the absence of the General Manager and with notification to the Commission. The authority of the General Manager to designate a senior District employee to act in the place of the General Manager for purposes of making purchases is limited to the purchasing authority granted in the "purchasing limits" set forth in Exhibit A to this resolution, unless specified otherwise by direct action of the Commission, or as established in RCW 54 (PUD Laws).

Subject to the limits within this delegation, the responsibility for all administration and operations of the District rests with the General Manager.

C. To implement delegations of authority to District personnel, the General Manager shall promulgate policy and procedural manuals, monetary and budgetary directives and other such documents as personnel position descriptions, affirmative action plans, safety manuals, etc. which shall provide a clear span of authority and responsibility to the designees of the General Manager.

D. Any Commission directives or initiatives shall be made through the General Manager and shall be made only by the Commission acting as a body of the whole. Those directives include but are not limited to the policies adopted by the Commission, including but not limited to travel policy, rate schedules, financial guidelines, standard rates/practices, and personnel policies.

E. The phrase "administration and District operations", as used herein, means the regular day-to-day business of the District, including but not limited to, operating, maintaining, and administering all of its properties, facilities services and programs; including the implementation of construction work, alterations, repairs, maintenance, and improvements of the District's physical facilities; and, the necessary planning incidental thereto; the conduct of financial accounting and legal matters as they relate to the District's operation; the administration of all other operations which include personnel administration (i.e., hiring, firing, salary and benefits, training, grievance procedures, task and project assignments, employee training and incentive programs, etc.); the execution and administration of contracts; publish legal notices; and, all other pertinent functions.

F. The General Manager shall inform the Commission regarding significant information, incidents, and business transactions by methods agreeable to the Commission. The General Manager shall report to the Commission those actions as within this delegation. The General Manager is the managing official of the District, appointed by the Commission, and holds office as their representative. **Nothing herein should be construed in any way as abrogating the duties and the responsibilities of the Commission.**

II. POLICY GOVERNING REAL PROPERTY

A. **Lease Arrangements:** All real property when available for leasing shall, except as otherwise provided herein below, be leased only under an appropriate written lease instrument executed by the Commission accompanied by a lease bond or other form of security in accordance with law. However, the General Manager may execute short-term leases (one year, or less) subject to all of the following conditions:

1. The appropriate lease surety must be in place consistent with statutory requirements and the District's standard form of lease, with the exception of State and Federal leases that require the use of the tenant's lease form as long as the content of the lease form does not materially change the District's intent in its standard lease form.

2. The arrangements for short-term occupancy shall be evidenced by the District's standard form of lease, (except that any clearly inapplicable provision or provisions inconsistent with the policy herein set out shall be deleted from the standard form).

3. The amount of the rental shall be in accordance with the rental revenue standards adopted by the Commission for similar District property of the same or similar class and type and devoted to similar uses.

4. The use to which the property may be put by the tenant shall be expressly stated and shall be in accordance with the standards of use adopted by the Commission for the same or similar District property or properties.

5. The lease may not be renewed or otherwise extended beyond one year without prior Commission approval.

B. **Other Real Property Related Actions:** The General Manager is authorized to execute the following property instruments, subject to the terms specified herein:

1. Execution of temporary and permanent easements for purposes of utility installments only where the District is the beneficiary of such easement, according to terms and conditions approved by the Commission in advance, or attached hereto as an Exhibit.

2. Changes in name of responsible party to the lease if all other conditions, including primary ownership, remain the same.

3. Response to estoppels and attornments.

C. Lease Renewals: The General Manager is authorized to renew leases provided such renewals are provided for in the basic lease; all other substantive terms of the lease remain unchanged; rental adjustments provided for in the lease are made; and, the lease is in good standing.

D. Lease Enforcement and Lease Terminations: The General Manager is authorized to enforce all terms and conditions of District leases. The General Manager is authorized to issue all appropriate notices of default and/or notices of termination with regard to District leases. The General Manager is authorized to terminate any lease under the terms and conditions therein. Upon termination, the General Manager is authorized to take all steps necessary to retake possession of the leasehold and recover for the District all sums due the District pursuant to the lease and the law. The General Manager shall keep the Commission informed with respect to lessees that are issued default notices or termination notices.

III. POLICY GOVERNING CONTRACTS FOR PROVISION OF WATER DELIVERY SERVICES

A. Irrigation Water Contracts: The General Manager shall have the responsibility for following all required statutory procedures in connection with all irrigation water service contracts. The General Manager is authorized to, without prior Commission approval, execute on behalf of the District any renewal of a contract for irrigation services if the customer is in good standing with the District relative to the payment on account for previous service, and conditions 1-4 below are satisfied. The General Manager is authorized, without prior Commission approval, to execute on behalf of the District any new irrigation service contract with new customer in a form approved by the Commission, provided that the following criteria are satisfied:

1. The agreement requires the District to provide irrigation water to three hundred (300) acres of land or less;

2. The estimated irrigation water usage under the agreement does not exceed ten percent (10%) of the District's total water right allowed for irrigation;

3. The estimated cumulative irrigation water usage of all existing irrigation agreements and the new irrigation agreement does not exceed eighty percent (80%) of the District's total irrigation water right; and

4. The agreement meets all other criteria, as determined by the Commission, for irrigation water service.

5. The estimated annual revenue amount would not exceed \$50,000 or annual gallon consumption estimated below 20 million gallons of water and the contract meets all standard District requirements and the estimated consumption of water in the new contract will not cause the District to exceed its allowed use of water for irrigation purposes.

B. Industrial Water Contracts: The General Manager shall have the responsibility for following all required statutory procedures in connection with all industrial water service contracts. The General Manager is authorized, without prior Commission approval, to execute on behalf of the District any amendment to or renewal of an existing industrial water contract if:

1. The term of the contract is not extended more than 1 year,

2. The value of the amendment or renewal does not exceed \$100,000 or 10% of the annual value of the existing contract, whichever is greater, or,

3. The amendment is not a re-assignment of the contract to a new party to the

agreement.

C. Special Services Contracts: The General Manager shall have the responsibility for following all required statutory procedures in connection with contracts for the provision of special services to other public agencies and private sector clients. An example of such a service is where the District staff delivers maintenance or operation service to a city, another water district or a private company for a charge. The General Manager is authorized, without prior Commission approval, to execute on behalf of the District any new special service contract with a private party for such services with a cost not to exceed \$100,000 and no additional District staffing or additional staff equipment is needed in the provision of these services and the General Manager informs the Commission of such action.

IV. POLICY GOVERNING CONTRACTS FOR PERFORMANCE OF WORK, PUBLIC WORK, ELECTRONIC DATA PROCESSING & TELECOMMUNICATION SYSTEMS, PROFESSIONAL SERVICES, AND CONSTRUCTION OR IMPROVEMENT OF AN ELECTRICAL FACILITY

A. Contract Awards: The General Manager shall have the responsibility for following all required statutory procedures in connection with all contracts. The General Manager is authorized to carry out all procedures required by applicable statutes preliminary to the acts required to be performed by the Commission at an open meeting. The General Manager may, without prior Commission approval, execute on behalf of the District contracts for \$100,000 or less so long as the expenditure is within the limits of overall budgetary authority as approved by the Commission.

B. Emergency Contracts: When any emergency shall require the immediate execution of a contract, the General Manager, pursuant to the procedures of RCW 39.04.020 (and as amended), is authorized to make a finding of the existence of such emergency and execute any contract necessary to respond to the existing emergency, provided that the General Manager shall, at the first Commission meeting following the General Manager's finding of the existence of an emergency, request District Commission ratification of the finding of an emergency and any contract awarded or executed pursuant to this authority. From the inception of any such emergency, the General Manager shall continuously advise the Commission of the status of the emergency situation and the progress of any such contracts executed to remedy the emergency. Emergency contracts executed pursuant to the authority herein shall contain a clause which states that the contract is subject to ratification by the Commission and that if ratification does not follow, the contract shall terminate, and the Contractor shall be compensated for his/her work and materials used to the time of termination.

C. Change Orders: In the instances where contracts have been awarded and under which the work is in progress, and individual changes in plans and/or specifications are necessitated in order to properly accomplish the work, the General Manager is authorized, without prior Commission approval, to execute individual change orders to the contract following the guidelines set forth in the current Purchasing Policy. The General Manager's authorized approval limit for change orders is the same as the delegated purchasing limit (currently \$100,000), so long as the expenditure is within the limits of overall budgetary constraints as approved by the Commission, and the limits on approval of change orders including the cumulative change order limitations set forth in the District's Purchasing Policy.

V. POLICY GOVERNING CONTRACTS FOR ACQUISITION OF MATERIALS, EQUIPMENT, SUPPLIES AND SERVICES

A. Purchase of Materials, Equipment, Supplies, Work, and Services: The General Manager shall have the responsibility for following all required statutory procedures, where applicable, in connection with all contracts for the acquisition of materials, equipment, supplies work, and services. The General Manager or designee may, without prior Commission approval, execute on behalf of the District, contracts for materials, equipment, supplies, work, or services for amounts up to \$100,000 or such other amount as set forth in the District's Purchasing Policy, so long as the expenditure is within the limits of overall budgetary constraints as approved by the Commission, and the limits on approval of change orders including the cumulative change order limitations set forth in the District's Purchasing Policy.

B. Emergency Contracts for Acquisition of Materials, Equipment, Supplies, and Services: When an emergency shall require the immediate acquisition of materials, equipment,

supplies, and services, the General Manager is authorized to make a finding of the existence of such emergency and execute any contract for acquisition of materials, equipment, supplies, and services necessary to respond to the existing emergency, provided that the General Manager shall, at the first Commission meeting following the General Manager's finding of the existence of an emergency, request District Commission ratification of the finding of an emergency and any contract awarded or executed pursuant to this authority. From the inception of any such emergency, the General Manager shall continuously advise the Commission of the status of the emergency situation and the progress of any such public work contracts executed to remedy the emergency. Emergency acquisition contracts executed pursuant to the authority herein shall contain a clause which states that the contract is subject to ratification by the Commission and that if ratification does not follow, the contract shall terminate, and the Contractor shall be compensated for his/her work and materials used to the time of termination.

VI. POLICY GOVERNING ADJUSTMENT AND SETTLEMENT OF CLAIMS AND PENALTIES EXCEPTING THOSE COVERED BY PARAGRAPH XIV BELOW

A. Procedure for Settling Claims: The General Manager shall be responsible for the implementation of necessary procedures for the settlement of all claims, either against or on behalf of the District. Procedures in the handling of such claims shall, at a minimum, include the following:

1. For purpose of this Paragraph VI, "claim" shall mean the assertion of any position, penalty, right or responsibility by or against the District, its Commissioners or employees, but not including (1) uncollectible accounts only to the extent as covered in Paragraph X herein, or (2) claims asserted by or against the District which have or may become the subject of litigation.

2. No claims against the District shall be considered unless and until proper notice has been served by the claimant upon the District as provided by law.

3. All claims for or against the District may be processed in all respects (except for their final approval and payment) by the General Manager or Legal Counsel. No such claims shall be submitted to the Commission until a tentative agreement has been reached with the parties concerned for their settlement.

4. Except as provided under Section B below, no claims shall be finally approved for settlement except by the Commission and no claim shall be paid except as authorized by the Commission.

B. General Manager's Authority to Settle Claims Against the District: Any claim asserted against the District and arising from District operations and not exceeding .05% of annual District operating revenues for the last complete fiscal year for a single claim, or that does not personally name a Commissioner, may be adjusted and settled by the General Manager without approval by the Commission but only on the recommendation of Legal Counsel that the settlement of the claim proposed is in the best interest of the District taking into account all relative factors including, but not limited to, the cost of litigation and the effect of the particular settlement on the District's overall risk management strategy. All such claims, when settled, shall be reported to the Commission.

VII. POLICY GOVERNING TRAVEL OF EMPLOYEES AND OTHER AUTHORIZED REPRESENTATIVES OF THE DISTRICT

A. General Manager's Authority: The General Manager is authorized to approve travel by employees and/or other authorized representatives of the District in order to effectuate necessary District operations, provided that the travel expenses are within the annual budget approved by the Commission, and provided that the Commission shall be advised prior to all international travel (excluding Canada).

VIII. POLICY GOVERNING STAFF AND EMPLOYEE ADMINISTRATION

A. General Manager's Authority: The General Manager shall have the authority to manage all personnel matters of District employees and staff which includes hiring, firing, discipline, training, grievance procedures, employee benefits, and administration of the employee salary schedule and, if any, incentive programs. The General Manager shall carry out these

responsibilities according to guidelines and policies to be established by the General Manager and within overall budgetary constraints.

IX. POLICY GOVERNING GENERAL MANAGER'S AUTHORITY FOR PROPERTY ACQUISITIONS AND SALES

A. Authority of the General Manager for Acquisitions Authorized by the Commission: When the District Commission authorizes the acquisition of real property by purchase or condemnation, the General Manager shall take all necessary steps, including the securing of appraisals, to secure title of such property for the District. Acquisition price of individual properties (or ownerships) shall in no case exceed the District's appraisal by 10% (ten percent), nor shall the total price paid for all properties exceed the estimates of the District Commission's authorization without further specific Commission authorization.

B. Execution of Documents of Sale: The sale of real property is reserved to the specific Commission authorization. When the Commission authorizes the sale of real property, the General Manager shall take all necessary steps to complete the transaction, including but not limited to, accepting deposits, opening escrow and signing all necessary documents.

X. POLICY GOVERNING DISPOSITION OF UNCOLLECTIBLE ACCOUNTS:

A. Definition of "Write-off": The term "write-off" means the adjustment of the accounting records of the District to reflect the fact that the account is uncollectible in the normal course of operations. The General Manager may authorize Legal Counsel to initiate or continue with legal action to collect an account without regard to whether the account has been written off the accounting records of the District.

B. Procedures: The General Manager is authorized to establish procedures for and to write off any uncollectible account in the amount of .05% of annual operating revenues of the last complete fiscal year or less subject to the following general guidelines:

1. Prior to writing off any account receivable or uncollectible, the General Manager shall be satisfied that every reasonable effort has been made by the District to accomplish the collection of the account.

2. Any account in excess of .05% of annual operating revenues of the last complete fiscal year which is deemed to be uncollectible shall be referred to the District Commission for final write-off.

XI. POLICY GOVERNING LEASE SURETY, SURETY BONDS, RENTAL DEPOSITS, AND INSURANCE POLICIES

A. Authority of the General Manager: The General Manager or his designee is authorized to take all necessary actions on behalf of the Commission in connection with lease surety, lease surety bonds, rental deposits, or insurance coverage required pursuant to any leases of the District, including any of the following actions:

1. Where the lease is not in default, to release any surety, surety bond, or rental deposit where an adequate substitute surety or rental deposit has been provided.

2. To approve any surety, surety bond, rental deposit, certificate of insurance, or insurance policies submitted in fulfillment of the requirements of any lease, including substitute or replacement coverage for any terminated bond, surety, or rental insurance.

3. To approve any substitute or modifications of surety or insurance coverage, and to release any surety or insurance company when substitute or replacement insurance coverage has been provided in connection with any outstanding lease of the District.

XII. POLICY GOVERNING SALE OF PERSONAL PROPERTY

A. Sale of Property Pursuant to RCW 54.16.180: The General Manager or his designee is authorized, pursuant to RCW 54.16.180, to sell, convey, lease, or otherwise dispose of all or any part of the personal property which has become unserviceable, inadequate, obsolete, worn out, unfit, or which is no longer necessary, material to, and useful in such operations

subject to the following conditions:

1. That the market value of such personal property does not exceed \$10,000; and
2. That prior to any such sale or conveyance, the General Manager shall itemize and list the property to be sold and make written certification to the Commission that the listed property is no longer needed for District purposes; and
3. That the sale of surplus and obsolete property will make all reasonable attempts to receive the highest retrievable value; and
4. That any large block of such property having a value in excess of \$10,000 shall not be divided into components of a lesser value and sold unless done so by public competitive bid, and
5. That no property which is part of the District's Master plan of improvement or modification thereof shall be disposed of until the Master plan has been modified and until such property is found to be surplus to District needs, and
6. That in no case shall surplus personal property be sold to any District official or employee or members of their families without the specific approval of the Commission.

B. The General Manager shall develop and implement policies and practices regarding the circumstances in which District officials, employees, or members of their families, may participate in the purchase of surplus personal property.

XIII. POLICY GOVERNING INVESTMENT OF TEMPORARILY IDLE DISTRICT FUNDS

A. Authority of the General Manager: For purposes of this paragraph, "Temporarily Idle District Funds" shall mean those funds which are not required for immediate expenditure. In accordance with applicable law relating to the investment of public funds, the General Manager is authorized to direct the investment of temporarily idle District funds. These directives shall permit, but shall not be limited to, investments in authorized government securities, sale of such investment and necessary interfund transfers.

XIV. LITIGATION

A. Management and Supervision of Litigations: The General Manager and the District's Legal Counsel (appointed by the Commission) shall be responsible for the procedures necessary for management and supervision of all litigation in which the District has an interest, direct or indirect. For purposes of this section, "litigation" shall mean the assertion or potential assertion of any position, right or responsibility by or against the District, including actions which have been filed in any court or any quasi-judicial or administrative forum.

B. Special Legal Services: The General Manager, on consultation with the District's Legal Counsel, is authorized to retain other such special counsel at fees as may be negotiated to assist in the handling of any claims, litigation, or other matters necessary to attend to the legal affairs of the District, within overall budgetary constraints.

C. Engagement of Experts: The General Manager may engage or cause to be engaged through Legal Counsel, such experts as may be necessary for the orderly support of claims or litigation in which the District has a direct or indirect interest, without limitations otherwise prescribed in Paragraph IX of this resolution. Such engagement shall be upon authorization given by Legal Counsel after having satisfied himself that such expenditure is necessary to the adequate preparation and representation of the District's position in such litigation or claim and shall, wherever practicable, include evaluation of the litigation or claim and an estimate of the probable cost of such experts.

D. Consultation with Commission: In instances of litigation in which the value has, or is likely to exceed .05% of annual operating revenues of the last complete fiscal year, the General Manager will in conjunction with the District's Legal Counsel consult with the Commission regarding strategy and the economic impact of litigation.

XV. RENEWABLE ENERGY CREDITS (RECS) FROM BONNEVILLE POWER ADMINISTRATION (BPA)

A. General Manager's Authority: The General Manager shall have the authority to sell Renewable Energy Credits (RECS) from the Bonneville Power Administration (BPA) to a third party, subject to the terms and conditions set forth herein. Any such transaction shall be reported to the Commission at the next regularly scheduled commission meeting.

For each calendar year, the General Manager shall not sell RECS the District possesses for less than the aggregate dollar amount of the same number of RECS it has purchased that calendar year, without Commission approval.

XVI. PUBLIC RECORDS ACT COMPLIANCE, AND NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENTS

A. The General Manager and his/her designee shall implement public record and retention policies adopted by the Commission, and shall implement the same in a manner consistent with State and Federal laws. Provided however, nothing in this resolution shall obligate or require the District to assert or to not assert any exemption under the Public Records Act. The General Manager in consultation with the District's legal counsel, may use his/her discretion in asserting any exemption to the disclosure of public records as provided in State or federal law.

B. Non-Disclosure and Confidentiality Agreements. From time to time potential and/or existing customers of the District may seek a confidentiality agreement with the District for a variety of reasons, which may include interests of national security, critical infrastructure facilities, and/or the protection of private party proprietary rights or interests. The General Manager is authorized to execute such agreement provided that such agreements expressly allowed disclosure of public records when (1) requested by any member of the public, (2) when such records are not exempt from disclosure under the Public Record Act or other State or Federal Law, and (3) such agreement is approved by the District's legal counsel.

XVII. TERM

The term for this Master Policy Directive shall be in effect upon adoption to December 31, 2025 unless amended or extended prior to that date.

XVII. PRIOR RESOLUTIONS TERMINATED

All prior resolutions in conflict with or inconsistent with this Resolution are hereby terminated.

ADOPTED by the Board of Commissioners of Public Utility District No. 1 of Whatcom County at a regular meeting thereof held this 17th day of December, 2024.

**Public Utility District No. 1 of
Whatcom County**

Jaime Arnett, President/Commissioner

Atul Deshmane, Vice President/Commissioner

Eddy Ury, Secretary/Commissioner

Public Utility District No. 1 of Whatcom County
Authorized Purchasing Limits

POSITION	AUTHORIZED LIMIT*
Commissioners.....	\$3,000
General Manager.....	\$100,000
Assistant General Manager.....	\$25,000
Director of Finance	\$10,000
Director of Utility Operations.....	\$10,000
Engineering Manager.....	\$10,000
Director of Broadband/New Power Supply	\$10,000
Director of HR & Communications.....	\$5,000
Manager – Automation & Technology Services	\$5,000
Electric System Supervisor	\$3,500
Chief Water Operator.....	\$2,500
Project Manager.....	\$2,500
Manager – Contracts and Regulatory Compliance	\$2,500
Clerk to the Board/Records.....	\$1,000
Accountant 1	\$1,000
IT/SCADA Technician	\$1,000
Automation Technician.....	\$1,000
Substation Technician.....	\$1,000
Water System Operators	\$500

*Exclusive of sales tax

RESOLUTION NO. 869

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE PUBLIC UTILITY DISTRICT NO. 1 OF WHATCOM COUNTY (“DISTRICT”) AMENDING THE POLICY FOR EMPLOYEE COMPENSATION FOR ADMINISTRATIVE EMPLOYEES FOR PURPOSES OF AMENDING SALARY RANGES

WHEREAS, RCW 54.12.090 authorizes the Board of Commissioners of the District (the “Commission”) to create positions and fix salaries; and

WHEREAS, the Commission finds it in the best interest of the District to annually review the policy for administrating a compensation program “Policy for Employee Compensation of Administrative Employees” for the Administrative Employees (non-bargaining unit) of the District; and

WHEREAS, RCW 54.16.100 authorizes the General Manager to recommend to the Commission compensation of the Administrative Employees (non-bargaining unit), including salaries; and

WHEREAS, the General Manager has reviewed the organization of the District and the positions and salary ranges required to efficiently manage and achieve the goals of the District; and

NOW, THEREFORE, BE IT RESOLVED by the Commission of Public Utility District No. 1 of Whatcom County as follows:

I

Effective January 1, 2025, the position titles shown on the attached *Salary Ranges List for District Administrative Employees (Exhibit A)* are hereby authorized and classified in the salary ranges shown and supersede any previous lists.

ADOPTED by the Board of Commissioners of Public Utility District No. 1 of Whatcom County at a regular meeting thereof, held this 17th day of December, 2024.

Public Utility District No. 1 of Whatcom County

Jaime Arnett, President/Commissioner

Atul Deshmane, Vice President/Commissioner

Eddy Ury, Secretary/Commissioner

Exhibit A

Policy for Employee Compensation for Administrative Employees

Proposed Salary Ranges List

Position Title	Current Base Salary Range		Proposed 2025 Base Salary Range	
Assistant General Manager	145,000	175,000	148,000	192,000
Assistant General Manager	145,000	175,000	148,000	192,000
Director of Finance	120,000	135,000	135,000	175,000
Director of Broadband & New Power	110,000	125,000	115,000	150,000
Director of HR & Communications	110,000	130,000	126,000	164,000
Electric System Supervisor	115,000	125,000	129,000	168,000
Substation Tech II	100,000	115,000	115,000	150,000
Substation Tech 1	100,000	115,000	108,000	140,000
Mgr of Automation/Tech Serv.	112,000	125,000	129,000	168,000
Mgr of Contracts & Regulatory Compliance	98,000	110,000	98,000	127,000
Automation Technician	95,000	110,000	88,500	115,000
Project Manager	75,000	95,000	84,500	110,000
Engineering Manager	105,000	130,000	105,000	130,000
IT/SCADA Technician	80,000	95,000	81,000	105,000
IT/SCADA Technician	80,000	95,000	81,000	105,000
Accountant I	55,000	70,000	56,000	73,000
Clerk of Board/Records	60,000	75,000	60,000	75,000

EFFECTIVE: January 1, 2025
 RESOLUTION NO. 869
Superseded Resolution Nos. 843, 835, 832, 831, 826, 810, 787, 777, 761, 752, 744, 737, 734, 720, 716, 702, 695, 687, 675, 663, 550, 560.