

# WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No. \_\_\_\_\_

Originating Department: _____	
Division/Program: <i>(i.e. Dept. Division and Program)</i> _____	
Contract or Grant Administrator: _____	
Contractor's / Agency Name: _____	
<p>Is this a New Contract?    If not, is this an Amendment or Renewal to an Existing Contract?    Yes    No</p> <p>Yes    No    If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____</p> <p>Does contract require Council Approval?    Yes    No    If No, include WCC: _____</p> <p>Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)</p> <p>Is this a grant agreement?</p> <p>Yes    No    If yes, grantor agency contract number(s): _____ CFDA#: _____</p> <p>Is this contract grant funded?</p> <p>Yes    No    If yes, Whatcom County grant contract number(s): _____</p> <p>Is this contract the result of a RFP or Bid process?    Contract</p> <p>Yes    No    If yes, RFP and Bid number(s): _____ Cost Center: _____</p> <p>Is this agreement excluded from E-Verify?    No    Yes    If no, include Attachment D Contractor Declaration form.</p> <p>If YES, indicate exclusion(s) below:</p> <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Professional services agreement for certified/licensed professional.         <input type="checkbox"/> Contract work is for less than \$100,000.         <input type="checkbox"/> Contract work is for less than 120 days.         <input type="checkbox"/> Interlocal Agreement (between Governments).       </div> <div> <input type="checkbox"/> Goods and services provided due to an emergency         <input type="checkbox"/> Contract for Commercial off the shelf items (COTS).         <input type="checkbox"/> Work related subcontract less than \$25,000.         <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.       </div> </div>	
<p>Contract Amount:(sum of original contract amount and any prior amendments): \$ _____</p> <p>This Amendment Amount: \$ _____</p> <p>Total Amended Amount: \$ _____</p>	<p>Council approval required for; all property leases, contracts or bid awards <b>exceeding \$40,000</b>, and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, <b>except when:</b></p> <ol style="list-style-type: none"> <li>1. Exercising an option contained in a contract previously approved by the council.</li> <li>2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance.</li> <li>3. Bid or award is for supplies.</li> <li>4. Equipment is included in Exhibit "B" of the Budget Ordinance.</li> <li>5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.</li> </ol>
Summary of Scope: _____	
Term of Contract: _____	Expiration Date: _____

Contract Routing:	1. Prepared by: _____ Date: _____ 2. Attorney signoff: _____ Date: _____ 3. AS Finance reviewed: _____ Date: _____ 4. IT reviewed (if IT related): _____ Date: _____ 5. Contractor signed: _____ Date: _____ 6. Executive contract review: _____ Date: _____ 7. Council approved, if necessary: _____ Date: _____ 8. Executive signed: _____ Date: _____ 9. Original to Council: _____ Date: _____	
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**CONTRACT FOR SERVICES**  
**Between Whatcom County and General Code, LLC**

General Code, LLC, hereinafter called **Contractor** and Whatcom County, hereinafter referred to as **County**, agree and contract as set forth in this Agreement, including:

General Conditions, pp. 3 to 12,  
Exhibit A (Scope of Work), pp. 13 to 14,  
Exhibit B (Compensation), pp. 15 to 15,  
Exhibit C (Certificate of Insurance).

Copies of these items are attached hereto and incorporated herein by this reference as if fully set forth herein.

The term of this Agreement shall commence on the 1 day of January, 2026, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31 day of December, 2026.

The general purpose or objective of this Agreement is to: provide legal publishing services, including digital management of the Whatcom County Code, as more fully and definitively described in Exhibit A hereto. The language of Exhibit A controls in case of any conflict between it and that provided here.

The maximum consideration for the initial term of this agreement or for any renewal term shall not exceed \$ 16,000. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

Contractor acknowledges and by signing this contract agrees that the Indemnification provisions set forth in Paragraphs 11.1, 21.1, 30.1, 31.2, 32.1, 34.2, and 34.3, if included, are totally and fully part of this contract and have been mutually negotiated by the parties.

**IN WITNESS WHEREOF**, the parties have executed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 2025.

**Each signatory below to this Contract warrants that he/she is the authorized agent of the respective party; and that he/she has the authority to enter into the contract and to bind the party thereto.**

**CONTRACTOR:**

General Code, LLC

\_\_\_\_\_  
Cristina LoVerde, Vice President, Client Engagement

**CONTRACTOR INFORMATION:**

**General Code, LLC**

Cristina LoVerde, Vice President, Client Engagement

**Address:**

3490 Winton Place  
Rochester, NY 14623

**Mailing Address:**

3490 Winton Place  
Rochester, NY 14623

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

\_\_\_\_\_  
Department Director                      Date

**Approved as to form:**

\_\_\_\_\_  
Prosecuting Attorney                      Date

**Approved:**  
Accepted for Whatcom County:

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

## GENERAL CONDITIONS

### ***Series 00-09: Provisions Related to Scope and Nature of Services***

#### **0.1 Scope of Services:**

The Contractor agrees to provide to the County services and any materials as set forth in the project narrative identified as Exhibit "A", during the agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.

### ***Series 10-19: Provisions Related to Term and Termination***

#### **10.1 Term:**

Services provided by Contractor prior to or after the term of this contract shall be performed at the expense of Contractor and are not compensable under this contract unless both parties hereto agree to such provision in writing. The term of this Agreement may be extended by mutual agreement of the parties; provided, however, that the Agreement is in writing and signed by both parties.

#### **10.2 Extension:**

The duration of this Agreement may be extended by mutual written consent of the parties, for a period of up to one year, and for a total of no longer than three years.

#### **11.1 Termination for Default:**

If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. mail, first class postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. Termination shall be effective upon Contractor's receipt of the written notice, or within three (3) days of the mailing of the notice, whichever occurs first. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

#### **11.2 Termination for Reduction in Funding:**

In the event that funding from State, Federal or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement, and prior to its normal completion, the County may summarily terminate this Agreement as to the funds withdrawn, reduced, or limited, notwithstanding any other termination provisions of this Agreement. If the level of funding withdrawn, reduced or limited is so great that the County deems that the continuation of the programs covered by this Agreement is no longer in the best interest of the County, the County may summarily terminate this Agreement in whole, notwithstanding any other termination provisions of this Agreement. Termination under this section shall be effective upon receipt of written notice as specified herein, or within three days of the mailing of the notice, whichever occurs first. .

#### **11.3 Termination for Public Convenience:**

The County may terminate the Agreement in whole or in part whenever the County determines, in its sole discretion, that such termination is in the interests of the County. Whenever the Agreement is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work as well as reasonable compensation for partially completed work at and any incurred out-of-pocket expenses related to the terminated work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by the County at any time during the term, whether for default or convenience, shall not constitute breach of contract by the County.

### ***Series 20-29: Provisions Related to Consideration and Payments***

#### **20.1 Accounting and Payment for Contractor Services:**

Payment to the Contractor for services rendered under this Agreement shall be as set forth in Exhibit "B." Where Exhibit "B" requires payments by the County, payment shall be based upon written claims supported, unless otherwise provided in Exhibit "B," by documentation of units of work actually performed and amounts earned, including, where appropriate, the actual number of days worked each month, total number of hours for the month, and the total dollar payment requested, so as to comply with municipal auditing requirements.

Unless specifically stated in Exhibit "B" or approved in writing in advance by the official executing this Agreement for the County or his designee (hereinafter referred to as the "Administrative Officer") the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract. Where required, the County shall, upon receipt of appropriate documentation, compensate the Contractor, no more often than monthly, in accordance with the County's customary procedures, pursuant to the fee schedule set forth in Exhibit "B."

21.1 Taxes:

The Contractor understands and acknowledges that the County will not withhold Federal or State income taxes. Where required by State or Federal law, the Contractor authorizes the County to withhold for any taxes other than income taxes (i.e., Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Agreement. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Agreement.

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes, including, but not limited to, Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

22.1 Withholding Payment:

In the event the County's Administrative Officer determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the Administrative Officer determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than 10 days after it determines to withhold amounts otherwise due. A determination of the Administrative Officer set forth in a notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provisions of the Disputes clause of this Agreement. The County may act in accordance with any determination of the Administrative Officer which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount so paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Contractor by reason of good faith withholding by the County under this clause.

23.1 Labor Standards: *Not Applicable*

**Series 30-39: Provisions Related to Administration of Agreement**

30.1 Independent Contractor:

In providing services under this Contract, the Contractor is an independent contractor, and neither it nor its officers, agents, or employees are employees of the County for any purpose. The Contractor shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes, by, or on behalf of the Contractor, its employees, and/or others by reason of this Contract.

The Contractor shall protect, indemnify, defend, and save harmless the County, its officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Contractor's failure to pay any such compensation, wages, benefits, or taxes, and/or (2) the supplying to the Contractor of work, services, materials, or supplies by Contractor employees or other suppliers in connection with or support of the performance of this Contract.

30.2 Assignment and Subcontracting:

The performance of all activities contemplated by this agreement shall be accomplished by the Contractor. No portion of this contract may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the County. ; General Code Company may however, without the other party's written consent, transfer any of Contractor's obligations under this Agreement to any of its affiliated entities, including but not limited to International Code Council, Inc., General Code Enterprises, LLC, or ICC Codification, Inc.

30.3 No Guarantee of Employment:

The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

31.1 Ownership of Items Produced and Public Records Act:

All writings, programs, data, public records or other materials prepared by the Contractor and/or its consultants or subcontractors, in connection with performance of this Agreement, shall be the sole and absolute property of the County. If the Contractor creates any copyrightable materials or invents any patentable property, the Contractor may copyright or patent the same, but the County retains a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover, or otherwise use the materials or property and to authorize other governments to use the same for state or local governmental purposes. Contractor further agrees to make research, notes, and other work products produced in the performance of this Agreement available to the County upon request.

Ownership. Any and all data, writings, programs, public records, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other materials created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Contractor or the Contractor's subcontractors or consultants for delivery to the County under this Contract shall be the sole and absolute property of the County. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Contractor uses to perform this Contract but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the County is owned by the Contractor and is not "work made for hire" within the terms of this Agreement. General Code Company retains ownership of all proprietary software, systems, and intellectual property used in the delivery of services under this contract. The County is granted a non-exclusive, royalty-free license to use any deliverables created specifically for the County during the term of this agreement.

Public Records Act. This Contract and all records associated with this Contract shall be available for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Contractor are needed for the County to respond to a request under the Act, as determined by the County, the Contractor agrees to make them promptly available to the County at no cost to the County. If the Contractor considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Contractor shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Contractor and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Contractor (a) of the request and (b) of the date that such information will be released to the requester unless the Contractor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act. The County shall not be liable to the Contractor for releasing records not clearly identified by the Contractor as confidential or proprietary. The County shall not be liable to the Contractor for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

The Contractor shall be liable to the requester for any and all fees, costs, penalties or damages imposed or alleged as a result of the Contractor's failure to provide adequate or timely records.

This provision and the obligations it establishes shall remain in effect after the expiration of this contract.

31.2 Patent/Copyright infringement: Not Applicable

33.1 Right to Review:

This contract is subject to review by any Federal, State or County auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the Administrative Officer or by the County Auditor's Office. Such review may occur with or without notice and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination, and shall make them available for such review, within Whatcom County, State of Washington, upon request. Contractor also agrees to notify the Administrative Officer in advance of any inspections, audits, or program review by any individual, agency, or governmental unit whose purpose is to review the services provided within the terms of this Agreement. If no advance notice is given to the Contractor, then the Contractor agrees to notify the Administrative Officer as soon as it is practical.

34.1 Insurance: 4.j. Workers' Compensation. The Contractor shall maintain Workers' Compensation coverage as required under the Washington State Industrial Insurance Act, RCW Title 51, for all Contractors' employees, agents and volunteers eligible for such coverage under the Industrial Insurance Act.

34.3 Defense & Indemnity Agreement. To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold the County and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees, and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease, or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which: 1) are caused in whole or in part by any error, act or omission, negligent or otherwise, of the Contractor, its employees, agents or volunteers or Contractor's subcontractors and their employees, agents or volunteers; or 2) directly or indirectly arise out of or occur in connection with performance of this Contract or 3) are based upon the Contractor's or its subcontractors' use of, presence upon, or proximity to the property of the County. This indemnification obligation of the Contractor shall not apply in the limited circumstance where the claim, damage, loss, or expense is caused by the sole negligence of the County.

The Contractor's warranties contemplated herein do not extend to failures arising out of (i) incorrect or insufficient data, specifications or instructions provided by the County. Except as expressly stated herein,

Should a court of competent jurisdiction determine that this contract is subject to RCW 4.24.115, then in the event of concurrent negligence of the Contractor, its subcontractors, employees or agents, and the County, its employees or agents, this indemnification obligation of the Contractor shall be valid and enforceable only to the extent of the negligence of the Contractor, its subcontractors, employees, and agents. This indemnification obligation of the Contractor shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the Contractor hereby expressly waives any immunity afforded by such acts.

It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein. The parties specifically agree that this Contract is for the benefit of the parties only and this Contract shall create no rights in any third party. The County reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses, or expenses, and such participation shall not constitute a waiver of Contractor's indemnity obligations under this Agreement.

In the event the Contractor enters into subcontracts to the extent allowed under this Contract, the Contractor's subcontractors shall indemnify the County on a basis equal to or exceeding Contractor's indemnity obligations to the County. The Contractor shall pay all attorney's fees and expenses incurred by the County in establishing and enforcing the County's rights under this indemnification provision, whether or not suit was instituted.

The Contractor agrees all Contractor's indemnity obligations shall survive the completion, expiration or termination of this Agreement. The foregoing indemnification obligations of the Contractor are a material inducement to County to enter into this Agreement and are reflected in the Contractor's compensation.

By signing this contract, the Contractor acknowledges that it has freely negotiated and agreed to the indemnification requirements to defend, indemnify and hold harmless the County from all claims and suits including those brought against the County by the Contractor's own employees, arising from this contract.

35.1 Non-Discrimination in Employment:

The County's policy is to provide equal opportunity in all terms, conditions and privileges of employment for all qualified applicants and employees without regard to race, color, creed, religion, national origin, sex, sexual orientation (including gender identity), age, marital status, disability, or veteran status. The Contractor shall comply with all laws prohibiting discrimination against any employee or applicant for employment on the grounds of race, color, creed, religion, national origin, sex, sexual orientation (including gender identity), age, marital status, disability, political affiliation, or veteran status, except where such constitutes a bona fide occupational qualification.

Furthermore, in those cases in which the Contractor is governed by such laws, the Contractor shall take affirmative action to insure that applicants are employed, and treated during employment, without regard to their race, color, creed, religion, national origin, sex, age, marital status, sexual orientation (including gender identity), disability, or veteran status, except where such constitutes a bona fide

occupational qualification. Such action shall include, but not be limited to: advertising, hiring, promotions, layoffs or terminations, rate of pay or other forms of compensation benefits, selection for training including apprenticeship, and participation in recreational and educational activities. In all solicitations or advertisements for employees placed by them or on their behalf, the Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The foregoing provisions shall also be binding upon any subcontractor, provided that the foregoing provision shall not apply to contracts or subcontractors for standard commercial supplies or raw materials, or to sole proprietorships with no employees.

35.2 Non-Discrimination in Client Services:

The Contractor shall not discriminate on the grounds of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation (including gender identity), disability, or veteran status; or deny an individual or business any service or benefits under this Agreement unless otherwise allowed by applicable law; or subject an individual or business to segregation or separate treatment in any manner related to his/her/its receipt any service or services or other benefits provided under this Agreement unless otherwise allowed by applicable law; or deny an individual or business an opportunity to participate in any program provided by this Agreement unless otherwise allowed by applicable law.

36.1 Waiver of Noncompetition: Not Applicable

36.2 Conflict of Interest:

If at any time prior to commencement of, or during the term of this Agreement, Contractor or any of its employees involved in the performance of this Agreement shall have or develop an interest in the subject matter of this Agreement that is potentially in conflict with the County's interest, then Contractor shall immediately notify the County of the same. The notification of the County shall be made with sufficient specificity to enable the County to make an informed judgment as to whether or not the County's interest may be compromised in any manner by the existence of the conflict, actual or potential. Thereafter, the County may require the Contractor to take reasonable steps to remove the conflict of interest. The County may also terminate this contract according to the provisions herein for termination.

37.1 Administration of Contract:

This Agreement shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington. The Contractor also agrees to comply with applicable federal, state, county or municipal standards for licensing, certification and operation of facilities and programs, and accreditation and licensing of individuals.

The County hereby appoints, and the Contractor hereby accepts, the Whatcom County Executive, and his or her designee, as the County's representative, hereinafter referred to as the Administrative Officer, for the purposes of administering the provisions of this Agreement, including the County's right to receive and act on all reports and documents, and any auditing performed by the County related to this Agreement. The Administrative Officer for purposes of this agreement is:

Cathy Halka  
Clerk of the Council  
311 Grand Ave., Suite 105  
Bellingham, WA 98225  
[chalka@co.whatcom.wa.us](mailto:chalka@co.whatcom.wa.us)

37.2 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        General Code, LLC  
            Attention: Cristina LoVerde  
            3490 Winton Place  
            Rochester, NY 14623  
            Telephone: 800-836-8834  
            Email: [cloverde@genearlcode.com](mailto:cloverde@genearlcode.com)

To:        Whatcom County Council  
            Attention: Clerk of the Council  
            311 Grand Avenue, Suite 105  
            Bellingham, WA 98225  
            Telephone: 360-778-5010



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.

37.3 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.

38.1 Certification of Public Works Contractor's Status under State Law: *Not Applicable*

38.2 Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions: *Not Applicable*

38.3 E-Verify: *Not Applicable*

38.4 County Responsibilities:

The County shall be responsible for the correctness and accuracy of the information it supplies to the Contractor ("County Content"). By acquiring an online hosted code, the County hereby requests that County Content be posted online, and the County will be responsible for the presentation, accuracy and completeness of the County Content provided, and the Contractor will be entitled to post that County Content without review or editing. Further, the County is responsible for providing the Contractor with timely decisions and answers to questions raised by the Contractor. The County shall also be responsible for completing its work in accordance with any applicable performance schedule. Contractor shall not be responsible or liable for any delay or failure of performance caused in whole or in part by County's delay in performing, or failure to perform, any of its obligations under this Agreement, which shall include providing responsive information to Contractor necessary for Contractor's timely performance hereunder.

The County shall identify, and name, an appropriate individual, with corresponding contact information, including electronic mail address, as the "Primary Contact" with whom the Contractor should communicate matters regarding the online code, such as maintenance notifications, and who has the authority to make requests including release of County data, both internally to the Contractor and to the County, restoration of data, and other configuration changes.

38.5 Warranties and Disclaimer:

The Contractor warrants that the services and any deliverables provided hereunder will be in accordance with the terms and conditions of this Agreement and any applicable performance schedule and will be free of material defects. The Contractor warrants that the Licensed Program, as defined herein, will perform substantially in accordance with the accompanying written materials for a period of one year from the date of receipt. Regardless of the County's acceptance of completed materials when delivered, the Contractor shall correct errors found either by the County or the Contractor.

The Contractor's warranties contemplated herein do not extend to failures arising out of (i) incorrect or insufficient data, specifications or instructions provided by the County or (ii) work or services performed by others that are not performed by CONTRACTOR and or, affiliated entities of the CONTRACTOR. Except as expressly stated herein, THE CONSULTANT MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND, INCLUDING, WITHOUT LIMITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO ANY SERVICES, LICENSED PROGRAM AND/OR RELATED MATERIALS TO BE FURNISHED BY THE CONSULTANT.

38.6 Limitations on Liability:

The cumulative liability of the Contractor and its licensors for all obligations, warranties and guaranties, whether express or implied, with respect to services performed and software licensed hereunder shall be limited to the amount paid to the Contractor pursuant to this Agreement. The Contractor, and its licensors shall not be liable to the City or any other person or entity for lost profits, revenues, use, opportunities, or data, or any indirect, special, incidental, punitive or consequential damages arising from the performance or nonperformance of services or the use or inability to use any software or product. The limitations and protections against liability afforded the Contractor, and its licensors herein shall apply to any action or claim in connection with the services, whether based on contract, tort, statute or otherwise (including but not limited to negligence, warranty and strict liability).

38.7 Software Ownership and License:

A. Definitions.

"Licensed Program" shall mean the CONSULTANT software product eCode360® and any other software product provided to the CITY by the CONSULTANT or its affiliates or licensors pursuant to the Proposal.

"Update" means a new release of the Licensed Software made available by the CONSULTANT to its customers, containing bug fixes and minor modifications or enhancements, but not a new version containing significant new features, as determined by the CONSULTANT in its sole discretion.

"Use" shall mean accessing, downloading, copying or duplication of any portion of a Licensed Program from the Internet, storage units or media for processing or the utilization of the Licensed Program for its intended purpose.

B. License Grant. The CONSULTANT hereby grants the COUNTY a non-exclusive, non-transferable, non-licensable, non-assignable license to Use the Licensed Program.

C. Proprietary Rights; Restrictions.

The Licensed Program provided by the CONSULTANT is proprietary and owned by the CONSULTANT and/or its affiliates and licensors. The COUNTY acknowledges that the Licensed Program is licensed, not sold, and agrees to respect all proprietary rights associated with it. The COUNTY shall use the Licensed Program solely as permitted by this Agreement and shall not decompile, disassemble, reverse engineer, sublicense, sell, distribute, rent, or disclose the Licensed Program in any form without the express written permission of the CONSULTANT.

The COUNTY shall not use the Licensed Program to infringe on any third party's intellectual property rights or violate any applicable laws or regulations. Furthermore, the COUNTY shall not use the Licensed Program for any actions that are defamatory, trade libelous, threatening, harassing, or obscene. Upon the COUNTY request, the CONSULTANT shall promptly deliver all materials related to the Licensed Program, including source code, upgrades, modifications, and other related documents or materials developed solely for and paid for by the COUNTY to perform the Work.

The COUNTY will retain all rights, including copyrights, and title to the text of its code (the "Code") but hereby grants to the CONSULTANT the right and license to use, reproduce, adapt, distribute, display and advertise the Code, and to digitize the Code and to prepare, reproduce, publish, distribute, transmit, perform, display, broadcast, upload, download, communicate to the public, lend or otherwise transfer or make available or store in any medium a copy of the Code whether or not adapted or abridged on its own or in combination with any other work by means of or through any electronic medium, including, digital, optical and magnetic information storage and retrieval platforms or systems, on-line, electronic or other reproduction, transmission or publication, or by any other means whether now known or subsequently developed.

All computer software and other intellectual property of the CONSULTANT used in performing its services shall remain the property of the CONSULTANT and/or its affiliates and/or licensors. Model building codes and/or other model codes used by the CONSULTANT in the Licensed Program or otherwise in performing its services shall remain the property of the CONSULTANT and/or its affiliates, and no ownership or other proprietary right in those model codes is conveyed in the COUNTY.

#### **Series 40-49: Provisions Related to Interpretation of Agreement and Resolution of Disputes**

##### **40.1 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.

##### **40.2 Contractor Commitments, Warranties and Representations:**

*The Contractor warrants that the commitment, services and any deliverables provided hereunder will be in accordance with the terms and conditions of this Agreement and any applicable performance schedule and will be free of material defects. The Contractor warrants that the Licensed Program, as defined herein, will perform substantially in accordance with the accompanying written materials for a period of one year from the date of receipt. Regardless of the County's acceptance of completed materials when delivered, the Contractor shall correct errors found either by the County or the Contractor.*

The Contractor's warranties contemplated herein do not extend to failures arising out of (i) incorrect or insufficient data, specifications or instructions provided by the County. Except as expressly stated herein, THE CONTRACTOR MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND, INCLUDING, WITHOUT LIMITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO ANY SERVICES, LICENSED PROGRAM AND/OR RELATED MATERIALS TO BE FURNISHED BY THE CONTRACTOR

41.1 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.

41.2 Waiver:

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.

42.1 Disputes:

a. General:

Differences between the Contractor and the County, arising under and by virtue of the Contract Documents, shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions, and decisions of the Administrative Officer shall be final and conclusive.

b. Notice of Potential Claims:

The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Administrative Officer or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within ten (10) days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

c. Detailed Claim:

The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within thirty (30) days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

d. 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.

- e. 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.

*Unless otherwise specified herein, this Contract shall be governed by the laws of Whatcom County and the State of Washington.*

43.1 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.

44.1 Survival:

The provisions of paragraphs 11.1, 11.2, 11.3, 21.1, 22.1, 30.1, 31.1, 31.2, 32.1, 33.1, 34.2, 34.3, 36.1, 40.2, 41.2, 42.1, and 43.1, if utilized, shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

45.1 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 following list outlines the services provided under this contract:

**A. Conversion**

1. No-fee conversion of Whatcom County's Code to Contractor's eCode360 platform. Note. The Licensed Program" pursuant to this contract shall mean the Contractor software product eCode360® and any other software product provided to the County by the Contractor or its affiliates or licensors pursuant to the Proposal.

**B. Updates**

1. County staff will provide adopted ordinances and resolutions on a monthly or more frequent basis. Ordinances will be incorporated into the code. Non-codified ordinances and resolutions will be added to the ordinances and resolutions lists.
2. Provide a pdf of the entire code on a quarterly basis, giving the county a picture of the code at those periods in time, in the format specified in section C below (preferred). Or, alternatively, provide a means for county staff to download a pdf of the entire code.

**C. History Notes/Legislative History**

1. Provide a code that contains annotations referencing ordinance numbers and dates of adoption.

**D. Publishing details for printable pdf code file, per page edits**

1. Layout - two columns per page.
2. Typeface – Times New Roman size 11 font.
3. Duplex pages with title headings on one page per leaf, right-hand page.
4. All chapter headings beginning with a new column.
5. See item B.2. regarding providing pdf of updates on quarterly basis.

**E. Electronic Copy**

1. Provide code and updates in an electronic format that is fully searchable. "Update" means a new release of the Licensed Software made available by the Contractor to its customers, containing bug fixes and minor modifications or enhancements, but not a new version containing significant new features, as determined by the Contractor in its sole discretion.

**F. Contractor must also provide Internet hosting of the Code as described below.**

1. Provide users with the ability to print or save as RTF any title, chapter, or selection of the Code with ease. "Use" shall mean accessing, downloading, copying or duplication of any portion of a Licensed Program from the Internet, storage units or media for processing or the utilization of the Licensed Program for its intended purpose.
2. Post updates to the website, as soon as possible, after receiving the updates from the County.
3. Provide a notation automatically inserted into the Code when a new ordinance is adopted.
4. Provide links within the Code from one chapter or section to another related chapter or section for easier research and navigation of code content as well as links to State of Washington code citations.
5. Provide the capability for frequently requested or common searches to be marked and stored for quick retrieval at a later date.
6. Maintain ongoing compliance with federal ADA web accessibility standards, including Web Content Accessibility Guidelines (WCAG) 2.1 Level AA or higher, and compliance with new rule for Title II (New Rule on the Accessibility of Web Content and Mobile Apps Provided by State and Local Governments)
7. Provide a mobile-friendly website format.
8. Provide a customized code interface that matches the County's website.

**G. Process**

1. Average turnaround time for processing routine supplementation is between 4 and 6 weeks.
2. After the enactment of new legislation, the County can forward a copy to us by whatever method is most convenient.
3. Online copies of the legislation can be sent via email to [ezsupp@generalcode.com](mailto:ezsupp@generalcode.com). Upon receipt, we will send you an email confirming that we have received your legislation. Should an alternative method of transmission be required for transferring large files, please contact us and we will provide the necessary information.
4. General Code will hold legislation pending a pre-approved schedule, or begin the job, as directed by the County. Please note that charges for supplementation services are outside of the scope of this proposal and will be billed separately. An estimate of the charges applicable to a particular supplement is available upon request.
5. Between regular Code supplements, General Code will temporarily post PDF copies within 1 to 2 business days of receipt of new legislation to your online Code, to provide ready access to information until such time as the legislation can be codified through

supplementation. If supplementation does not occur within one year of appending, General Code will remove the link to that new legislation.

6. Code supplements will be provided on a schedule designed to meet the needs of Whatcom County. Typical schedules may be quarterly, semiannual, or annual, or upon authorization by the County. Updates to the electronic version of the Code can occur on a more frequent schedule than printed supplements if the County prefers.
7. The work on your supplement specifically focuses on the new legislation being incorporated with each supplement. For each supplement we provide project management, record keeping, processing, professional review of new legislation, and consult throughout the project.
8. Our goal is to make the information easily accessible without altering in any way the meaning of what was originally adopted. The work on your supplement specifically focuses on the new legislation being incorporated with each supplement. As part of our process for new legislation, we will:
  - Acknowledge receipt of all materials
  - Verify adoption of all legislation, including date of action by governing body
  - Review legislation and distinguish between Code and non-Code material
  - Update record of legislation received and its disposition (Disposition List)
  - Request any missing legislation/missing pages
  - Determine proper placement of legislation within Code
  - Impose or utilize the adopted flexible section numbering system that allows for later changes
  - Create/modify chapter, article and/or section titles
  - Add historical annotations
  - Add any necessary cross references
  - Include editorial notes to sections that require additional explanation
  - Correct any misspellings so that searchability in eCode360 is not compromised
  - Impose a distinctive style for definitions, to aid Code user in quickly finding the meaning of a particular term
  - Maintain legislative integrity by following the original tables and graphics and, where necessary, improving the presentation so that the information contained therein is easily accessible
  - Impose standard internal section organizational hierarchy consistent with the rest of the Code
  - Impose standard style conventions consistent with the rest of the Code, i.e., number citation, capitalization, non-substantive grammar and punctuation, internal and statutory reference citation
  - Confirm accuracy of internal references; correct as necessary and appropriate
  - Confirm accuracy of statutory references; correct as necessary and appropriate
  - Read and review for missing wording; internal conflicts
  - Update ancillary Code pieces, such as the Table of Contents and chapter schemes, when necessary
  - Update Code Index
  - Create an Instruction Page so that Code holders can properly update the Code
  - Notify client of any issues and concerns noted and work together to determine appropriate resolution
9. Amendments to the printed Code occur in the form of printed supplement pages that are issued as replacement pages. Printed supplements include an updated Table of Contents, Disposition List, Index, text pages, and Instruction Page.
10. Amendments to the electronic version of the Code can be provided on their own schedule or can accompany printed supplements. Electronic updates will be incorporated into the Code, and a fully searchable, complete Code will be delivered online.
11. Printed supplements to the Code will be delivered in bulk to Whatcom County, unless it chooses to utilize General Code's Distribution Services.

**EXHIBIT "B"**  
(COMPENSATION)

**TASK ITEMIZATION – PRICE PROPOSAL**

<b>OPTIONS</b>	<b>COST</b>
<b>Publication Service</b>	
Editorial	\$22.95 per page
Graphics, tables, maps	\$15.00 per page
Update online code	included
PDF file for in-house printing/archival	included
<b>Online Code</b>	
Initial conversion of files to electronic format	included
Online hosting fee – per year	\$1,195
<b>Additional Products or Services</b>	
Telephone support	included
Subscription service	included
Sample ordinances	included
<b>Additional Online Options</b>	
Print selections by title, chapter, or section	included
Save selections as RTF by title, chapter, or section	included
Update online code as soon as ordinances are received	included
Note sections of code amended by new ordinances	included
Links to municipal code citations	included
Links to state code citations	included
Saved searches	included
ADA-compatible version	included*
Customized code interface	included

\*<https://www.generalcode.com/ada-title-ii-compliance/>

**EXHIBIT "C"**  
(CERTIFICATE OF INSURANCE)