

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

202503019

Originating Department:	Parks & Recreation								
Division/Program: (i.e. Dept, Division and Program)	Parks Capital (8090)								
Contract or Grant Administrator:	Rod Lamb								
Contractor's / Agency Name:	JA Brennan Associates LLC								
Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input type="radio"/> No <input checked="" type="radio"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____									
Does contract require Council Approval? Yes <input checked="" type="radio"/> No <input type="radio"/> If No, include WCC: _____ Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)									
Is this a grant agreement? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, grantor agency contract number(s): _____ CFDA#: _____									
Is this contract grant funded? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, Whatcom County grant contract number(s): _____									
Is this contract the result of a RFP or Bid process? Yes <input checked="" type="radio"/> No <input type="radio"/> If yes, RFP and Bid number(s): RFQ #24-27 Contract Cost Center: _____									
Is this agreement excluded from E-Verify? No <input type="radio"/> Yes <input checked="" type="radio"/> If no, include Attachment D Contractor Declaration form.									
If YES, indicate exclusion(s) below: <table border="0"> <tr> <td><input checked="" type="checkbox"/> Professional services agreement for certified/licensed professional.</td> <td><input type="checkbox"/> Goods and services provided due to an emergency</td> </tr> <tr> <td><input type="checkbox"/> Contract work is for less than \$100,000.</td> <td><input type="checkbox"/> Contract for Commercial off the shelf items (COTS).</td> </tr> <tr> <td><input type="checkbox"/> Contract work is for less than 120 days.</td> <td><input type="checkbox"/> Work related subcontract less than \$25,000.</td> </tr> <tr> <td><input type="checkbox"/> Interlocal Agreement (between Governments).</td> <td><input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.</td> </tr> </table>		<input checked="" type="checkbox"/> Professional services agreement for certified/licensed professional.	<input type="checkbox"/> Goods and services provided due to an emergency	<input type="checkbox"/> Contract work is for less than \$100,000.	<input type="checkbox"/> Contract for Commercial off the shelf items (COTS).	<input type="checkbox"/> Contract work is for less than 120 days.	<input type="checkbox"/> Work related subcontract less than \$25,000.	<input type="checkbox"/> Interlocal Agreement (between Governments).	<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.
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Contract Amount:(sum of original contract amount and any prior amendments): \$ 265,000.00 This Amendment Amount: \$ _____ Total Amended Amount: \$ 265,000.00	Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when: <ol style="list-style-type: none"> 1. Exercising an option contained in a contract previously approved by the council. 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. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance. 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. 								
Summary of Scope:									
Term of Contract: 12 months									
Expiration Date: 3/5/2025									

Contract Routing:	1. Prepared by: Dave Bramer	Date: 2/28/2025
	2. Attorney signoff: Brandon Waldron (by email BW/DB)	Date: 3/3/2025
	3. AS Finance reviewed: Andrew Tan (by email AT/DB)	Date: 3/13/2025
	4. IT reviewed (if IT related):	Date:
	5. Contractor signed: Tanja Wilcox	Date: 3/13/2025
	6. Executive contract review: <i>[Signature]</i>	Date: 3.13.25
	7. Council approved, if necessary: AB2025-249	Date: 3/25/25
	8. Executive signed: <i>[Signature]</i>	Date: 3.26.25
	9. Original to Council:	Date:


WHATCOM COUNTY
Parks & Recreation Dept.
3373 Mount Baker Highway
Bellingham, WA 98226



Bennett Knox
Director
Christ Thomsen
Parks Operations Manager

MEMORANDUM

TO: The Honorable Satpal Singh Sidhu, Whatcom County Executive, and
The Honorable Members of the Whatcom County Council

THROUGH: Bennett Knox, Director 

FROM: Rod Lamb, Design and Development Manager

RE: Vision Plan for Hovander Homestead Park

DATE: 3/13/2025

Please find included herein the contract between Whatcom County and J.A. Bennan & Associates PLLC (JAB) for your review and approval.

Background and Purpose

Parks requests approval of the attached contract with JAB for professional design services required for an overall vision plan for Hovander Homestead Park. This contract provides the design and engineering services needed complete outreach and inventory for the community needs and desires for the next 15-20 years of the park. The final result of this contract will be an actionable vision plan outlining potential improvements to the park and subsequent costs for construction and on-going maintenance.

Through RFQ# 24-27, the County requested qualifications from eight design firms. Of those eight firms, six provided Statements of Qualifications. The County interviewed four of those firms and found JAB to be the most qualified for this project. JAB's extensive project portfolio of work creating vision plan documents, along with their experience in community outreach, and work on projects located along large seasonally shifting rivers was the justification for their selection as the most qualified consultant to complete the work.

Funding Amount and Source

The budget for this project was approved by Council on 2/25/2025 with Ordinance 2025-010 (AB2025-164) and is funded by the Parks Special Revenue Fund.

Differences from Previous Contract

This is a new contract.

Please contact Rod Lamb at extension 5858, if you have any questions or concerns regarding the terms of this agreement,

Encl

202503019

CONTRACT FOR SERVICES
Between Whatcom County and J.A. Brennan Associates

J.A. Brennan Associates PLLC, hereinafter called **Consultant** 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 26,
- Exhibit B (Consultant Fee Matrix), pp. 27 to 30,
- Exhibit C (Compensation), p. 31,
- Exhibit D (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 3rd day of March, 2025, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 3rd day of March, 2026.

The general purpose or objective of this Agreement is for: Professional Planning and Design Services for the Vision Plan for Hovander Homestead Park, as more fully and definitively described in Exhibits A & B hereto. The language of Exhibits A & B control 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 \$265,000.00. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

Consultant 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 26th day of March, 2025.

CONSULTANT:

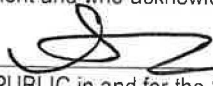
J.A. Brennan Associates PLLC


 Tanja Wilcox, Senior Associate

STATE OF WASHINGTON)
) ss.
 COUNTY OF Whatcom)

On this 13 day of March, 2025, before me personally appeared Tanja Wilcox to me known to be the senior Associate (title) of JA Brennan Ass (Company) and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.




 NOTARY PUBLIC in and for the State of Washington, residing at Bellingham My commission expires 4/27/26

WHATCOM COUNTY:

Recommended for Approval:

 3/13/25
Department Director Date

Approved as to form:

Brandon Waldron (by email BW.DB) 3/3/2025
Prosecuting Attorney Date

Approved:

Accepted for Whatcom County:

By:  3-26-25
Satpal Singh Sidhu, Whatcom County Executive

STATE OF WASHINGTON)
COUNTY OF WHATCOM) ss

On this 26th day of March, 2025, before me personally appeared Satpal Singh Sidhu, to me known to be the Executive of Whatcom County, who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.


NOTARY PUBLIC in and for the State of Washington, residing at
Bellingham. My commission expires 9-10-28.

CONSULTANT INFORMATION:

J.A. Brennan Associates PLLC

James Brennan, Principal

Address:
2701 First Avenue Suite 510
Seattle, WA 98121

Mailing Address:
2701 First Avenue Suite 510
Seattle, WA 98121

Phone: 206.583.0620



GENERAL CONDITIONS

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

0.1 Scope of Services:

The Consultant agrees to provide to the County services and any materials as set forth in the project narrative identified as Exhibits "A" and "B", 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 Consultant prior to or after the term of this contract shall be performed at the expense of Consultant 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 Consultant 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 Consultant 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 Consultant'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 Consultant 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 Consultant. The Consultant 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 Consultant shall be entitled to payment for actual work performed at unit contract prices for completed items of 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 Consultant Services:

Payment to the Consultant 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 Consultant for any costs or expenses incurred by the Consultant in the performance of this contract. Where required, the County shall, upon receipt of appropriate documentation, compensate the Consultant, 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 Consultant understands and acknowledges that the County will not withhold Federal or State income taxes. Where required by State or Federal law, the Consultant authorizes the County to withhold for any taxes other than income taxes (i.e., Medicare). All compensation received by the Consultant 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 Consultant to make the necessary estimated tax payments throughout the year, if any, and the Consultant is solely liable for any tax obligation arising from the Consultant's performance of this Agreement. The Consultant hereby agrees to indemnify the County against any demand to pay taxes arising from the Consultant'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 Consultant must pay all other taxes, including, but not limited to, Business and Occupation Tax, taxes based on the Consultant'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 Consultant 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 Consultant 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 Consultant to termination or damages, provided that the County promptly gives notice in writing to the Consultant 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 Consultant 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 Consultant 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 Consultant, (3) to set off any amount so paid or incurred from amounts due or to become due the Consultant. In the event the Consultant obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Consultant by reason of good faith withholding by the County under this clause.

23.1 Labor Standards:

The Consultant agrees to comply with all applicable state and federal requirements, including but not limited to those pertaining to payment of wages and working conditions, in accordance with RCW 39.12.040, the Prevailing Wage Act; the Americans with Disabilities Act of 1990; the Davis-Bacon Act; and the Contract Work Hours and Safety Standards Act providing for weekly payment of prevailing wages, minimum overtime pay, and providing that no laborer or mechanic shall be required to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous to health and safety as determined by regulations promulgated by the Federal Secretary of Labor and the State of Washington.

Series 30-39: Provisions Related to Administration of Agreement

30.1 Independent Consultant:

In providing services under this Contract, the Consultant is an independent Consultant, and neither it nor its officers, agents, or employees are employees of the County for any purpose. The Consultant 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 Consultant, its employees, and/or others by reason of this Contract.

The Consultant 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 Consultant's failure to pay any such compensation, wages, benefits, or taxes, and/or (2) the supplying to the Consultant of work, services, materials, or supplies by Consultant 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 Consultant. 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.

30.3 No Guarantee of Employment:

The performance of all or part of this contract by the Consultant shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Consultant or any employee of the Consultant or any subconsultant or any employee of any subconsultant 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 Consultant and/or its consultants or subconsultants, in connection with performance of this Agreement, shall be the sole and absolute property of the County. If the Consultant creates any copyrightable materials or invents any patentable property, the Consultant 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. Consultant 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 Consultant or the Consultant's subconsultants 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 Consultant 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 Consultant and is not "work made for hire" within the terms 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 Consultant are needed for the County to respond to a request under the Act, as determined by the County, the Consultant agrees to make them promptly available to the County at no cost to the County. If the Consultant 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 Consultant 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 Consultant 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 Consultant (a) of the request and (b) of the date that such information will be released to the requester unless the Consultant obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Consultant 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 Consultant to claim any exemption from disclosure under the Act. The County shall not be liable to the Consultant for releasing records not clearly identified by the Consultant as confidential or proprietary. The County shall not be liable to the Consultant 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 Consultant shall be liable to the requester for any and all fees, costs, penalties or damages imposed or alleged as a result of the Consultant'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:

Consultant will defend and indemnify the County from any claimed action, cause or demand brought against the County, to the extent such action is based on the claim that information supplied by the Consultant infringes any patent or copyright. The Consultant will pay those costs and damages attributable to any such claims that are finally awarded against the County in any action. Such defense and payments are conditioned upon the following:

A. The Consultant shall be notified promptly in writing by the County of any notice of such claim.

B. Consultant shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.

32.1 **Confidentiality:**

The Consultant, its employees, subconsultants, and their employees shall maintain the confidentiality of all information provided by the County or acquired by the Consultant in performance of this Agreement, except upon the prior written consent of the County or an order entered by a court after having acquired jurisdiction over the County. Consultant shall immediately give to the County notice of any judicial proceeding seeking disclosure of such information. Consultant shall indemnify and hold harmless the County, its officials, agents or employees from all loss or expense, including, but not limited to, settlements, judgments, setoffs, attorneys' fees and costs resulting from Consultant's breach of this provision.

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 Consultant 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. Consultant 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 Consultant, then the Consultant agrees to notify the Administrative Officer as soon as it is practical.

34.1 **Insurance**

The Consultant shall, at its own expense, obtain and continuously maintain the following insurance coverage for the duration of this contract, which shall include insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, subconsultants or employees. All insurers providing such insurance shall have an A.M. Best Rating of not less than A- (or otherwise be acceptable to the County) and be licensed to do business in the State of Washington and admitted by the Washington State Insurance Commissioner. Coverage limits shall be the minimum limits identified in this Contract or the coverage limits provided or available under the policies maintained by the Consultant without regard to this Contract, whichever are greater.

1. Commercial General Liability

Property Damage	\$500,000.00, per occurrence
General Liability & bodily injury	\$1,000,000.00, per occurrence
Annual Aggregate	\$2,000,000.00

At least as broad as ISO form CG 00 01 or the equivalent, which coverage shall include personal injury, bodily injury and property damage for Premises Operations, Products and Completed Operations, Personal/Advertising Injury, Contractual Liability, Independent Consultant Liability, medical payments and Stop Gap/Employer's Liability. Coverage shall not exclude or contain sub-limits less than the minimum limits required, unless approved in writing by the County.

2. Professional Liability

Professional Liability - \$1,000,000 per occurrence

- a. Obtain professional liability insurance covering the negligent acts, errors, or omissions of the professional in connection with the performance of services to the County. If any insurance policy or the professional liability insurance is written on a claims made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims made, and state the retroactive date. Claims-made form coverage shall be maintained by the Consultant for a minimum of 36 months following the Completion Date or earlier termination of this Contract, and the Consultant shall annually provide the Contracting Agency with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Consultant shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the Contracting Agency to assure financial responsibility for liability for services performed.

3. Business Automobile Liability

\$1,000,000.00 Minimum, per occurrence

\$1,000,000.00 Minimum, Annual Aggregate

Consultant shall provide auto liability coverage for owned, non-owned and hired autos using ISO Business Auto Coverage form CA 00 01 or the exact equivalent with a limit of no less than \$1,000,000 per accident. If Consultant owns no vehicles this requirement may be met through a non-owned auto Endorsement to the CGL policy.

4. Additional Insurance Requirements and Provisions

- a. All insurance policies shall provide coverage on an occurrence basis.
- b. Additional Insureds. Whatcom County, its departments, elected and appointed officials, employees, agents and volunteers shall be included as additional insureds on Consultant's and Consultant's subconsultants' insurance policies by way of endorsement for the full available limits of insurance required in this contract or maintained by the Consultant and subconsultant, whichever is greater.
- c. Primary and Non-contributory Insurance. Consultant shall provide primary insurance coverage and the County's insurance shall be non-contributory. Any insurance, self-insured retention, deductible, risk retention or insurance pooling maintained or participated in by the County shall be excess and non-contributory to Consultant's insurance.
- d. Waiver of Subrogation. The insurance policy shall provide a waiver of subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit Consultant to enter into a pre-loss agreement to waive subrogation without an endorsement, then Consultant agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the Consultant enter into such a waiver of subrogation on a pre-loss basis.
- e. Review of and Revision of Policy Provisions. Upon request, the Consultant shall provide a full and complete certified copy of all requested insurance policies to the County. The County reserves the right, but not the obligation, to revise any insurance requirement, including but not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the requirements of this Contract. Additionally, the County reserves the right, but not the obligation, to review and reject any proposed insurer providing coverage based upon the insurer's financial condition or licensing status in Washington.
- f. Verification of Coverage/Certificates and Endorsements. The Consultant shall furnish the County with a certificate of insurance and endorsements required by this contract. The certificates and endorsements for each policy shall be signed by a person authorized by the insurer to bind coverage on its behalf. The certificate and endorsements for each insurance policy are to be on forms approved by the County prior to commencement of activities associated with the contract. The certificate and endorsements, and renewals thereof, shall be attached hereto as Exhibit "C". If Exhibit C is not attached, the Consultant must submit the certificate and endorsements required in this contract to the County prior to the commencement of any work on the contracted project. A certificate alone is insufficient proof of the required insurance; endorsements must be included with the certificate. The certificate of insurance must reflect the insurance required in this contract, including appropriate limits, insurance coverage dates, per occurrence, and in the description of operations, include the County project, Whatcom County, its departments, officials, employees, agents and volunteers as additional insureds, primary, non-contributory, and waiver of subrogation.
- g. The County must be notified immediately in writing of any cancellation of the policy, exhaustion of aggregate limits, notice of intent not to renew insurance coverage, expiration of policy or change in insurer carrier. Consultant shall always provide the County with a current copy of the certificate and endorsements throughout the duration of the contract.
- h. No Limitation on Liability. The insurance maintained under this Contract shall not in any manner limit the liability or qualify the liabilities or obligations of the Consultant to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or equity.
- i. Payment Conditioned on Insurance and Failure to Maintain Insurance. Compensation and/or payments due to the Consultant under this Contract are expressly conditioned upon the Consultant's compliance with all insurance requirements. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract. Payment to the

Consultant may be suspended in the event of non-compliance, upon which the County may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the County on demand or offset against funds due the Consultant. Upon receipt of evidence of Consultant's compliance, payments not otherwise subject to withholding or set-off will be released to the Consultant.

- j. **Workers' Compensation.** The Consultant shall maintain Workers' Compensation coverage as required under the Washington State Industrial Insurance Act, RCW Title 51, for all Consultants' employees, agents and volunteers eligible for such coverage under the Industrial Insurance Act.
- k. Failure of the Consultant to take out and/or maintain required insurance shall not relieve the Consultant or subconsultants from any liability under the contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations concerning indemnification. The County does not waive any insurance requirements even in the event the certificate or endorsements provided by the Consultant were insufficient or inadequate proof of coverage but not objected to by the County. The County's failure to confirm adequate proof of insurance requirements does not constitute a waiver of the Consultant's insurance requirements under this Contract.
- l. **Availability of Consultant Limits.** If the Consultant maintains higher insurance limits than the minimums shown above, the County shall be insured for the full available limits, including Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this contract or whether any certificate furnished to the County evidences limits of liability lower than those maintained by the Consultant.
- m. **Insurance for Subconsultants.** If the Consultant subcontracts (if permitted in the contract) any portion of this Contract, the Consultant shall include all subconsultants as insureds under its policies or shall require separate certificates of insurance and policy endorsements from each subconsultant. Insurance coverages by subconsultants must comply with the insurance requirements of the Consultant in this contract and shall be subject to all of the requirements stated herein, including naming the County as additional insured.
- n. The Consultant agrees Consultant's insurance obligation shall survive the completion or termination of this Contract for a minimum period of three years.

34.3 Defense & Indemnity Agreement.

To the fullest extent permitted by law, the Consultant 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 To the extent caused by the consultant or in part by any error, act or omission, negligent or otherwise, of the Consultant, its employees, agents or volunteers or Consultant's subconsultants 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 Consultant's or its subconsultants' use of, presence upon, or proximity to the property of the County. This indemnification obligation of the Consultant shall not apply in the limited circumstance where the claim, damage, loss, or expense is caused by the sole negligence of the County.

In the event of concurrent negligence of the Consultant, its subconsultants, employees or agents, and the County, its employees or agents, this indemnification obligation of the Consultant shall be valid and enforceable only to the extent of the negligence of the Consultant, its subconsultants, employees, and agents. This indemnification obligation of the Consultant 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 Consultant 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 Consultant's indemnity obligations under this Agreement.

In the event the Consultant enters into subcontracts to the extent allowed under this Contract, the Consultant's subconsultants shall indemnify the County on a basis equal to or exceeding Consultant's indemnity obligations to the County. The Consultant 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 Consultant agrees all Consultant's indemnity obligations shall survive the completion, expiration or termination of this Agreement. The foregoing indemnification obligations of the Consultant are a material inducement to County to enter into this Agreement and are reflected in the Consultant's compensation.

By signing this contract, the Consultant 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 Consultant'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 Consultant 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 Consultant is governed by such laws, the Consultant 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 Consultant 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 subconsultant, provided that the foregoing provision shall not apply to contracts or subconsultants for standard commercial supplies or raw materials, or to sole proprietorships with no employees.

35.2 Non-Discrimination in Client Services:

The Consultant 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:

Consultant irrevocably waives any existing rights which it may have, by contract or otherwise, to require another person or corporation to refrain from submitting a proposal to or performing work or providing supplies to the County, and Consultant further promises that it will not in the future, directly or indirectly, induce or solicit any person or corporation to refrain from submitting a bid or proposal to or from performing work or providing supplies to the County.

36.2 Conflict of Interest:

If at any time prior to commencement of, or during the term of this Agreement, Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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:

Rod Lamb, Design & Development Manager
Whatcom County Parks and Recreation
3373 Mount Baker Highway
Bellingham, WA 98226
Contact Phone No.: (360) 778-5858
Email: rlamb@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:

J.A. Brennan Associates PLLC
2701 First Avenue Suite 510
Seattle, WA 98121
Attention: James Brennan
Telephone: (206) 583-0620
Email: Jim@jabrennan.com

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 Consultant's Status under State Law:

If applicable, Consultant certifies that it has fully met the responsibility criteria required of public works Consultants under RCW 39.04.350 (1), which include: (a) having a certificate of registration in compliance with RCW 18.27; (b) having a current state unified business identifier number; (c) if applicable, having industrial insurance coverage for its employees working in Washington as required in Title 51 RCW, an employment security department number as required in Title 50 RCW, and a state excise tax registration number as required in Title 82 RCW; and (d) not being disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

38.2 Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:

If applicable, the Consultant further certifies, by executing this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or Agency.

The Consultant also agrees that it shall not knowingly enter into any lower tier covered transactions (a transaction between the Consultant and any other person) with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, and the Consultant agrees to include this clause titled "Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" without modification, in all lower tier covered transactions and in all solicitations for lower tier transactions.

The "Excluded Parties List System in the System for Award Management (SAM) website is available to research this information at WWW.SAM.GOV. Consultant shall immediately notify Whatcom County if, during the term of this Contract, Consultant becomes debarred.

38.3 E-Verify:

The E-Verify contractor program for Whatcom County applies to contracts of \$100,000 or more and sub contracts for \$25,000 or more if the primary contract is for \$100,000 or more. If applicable, Contractor represents and warrants that it will, for at least the duration of this contract, register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work for Whatcom County. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor/Seller agrees to maintain records of such compliance and, upon request of the County, to provide a copy of each such verification to the County. Contractor/Seller further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Washington. Contractor/Seller understands and agrees that any breach of these warranties may subject Contractor/Seller to the following: (a) termination of this Agreement and ineligibility for any Whatcom County contract for up to three (3) years, with notice of such cancellation/termination being made public. In the event of such termination/cancellation, Contractor/Seller would also be liable for any additional costs incurred by the County due to contract cancellation or loss of license or permit." Contractor will review and enroll in the E-Verify program through this website: www.uscis.gov

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 Consultant Commitments, Warranties and Representations:

Any written commitment received from the Consultant concerning this Agreement shall be binding upon the Consultant, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Consultant to fulfill such a commitment shall render the Consultant liable for damages to the County. A commitment includes, but is not limited to, any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

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 Consultant 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 Consultant 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 Consultant 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 Consultant 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. Consultant 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 Consultant 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 Consultant 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)

See attached Scope of Work for full description of tasks and work to be performed.

Exhibit A



landscape architects & planners
2701 First Avenue | Suite 510 | Seattle, WA 98121
t | 206.583.0620 | w | jabrennan.com

March 12, 2025

Scope of Work

Hovander Homestead Park – Vision Plan

Prepared for:

Whatcom County Parks & Recreation

Prepared by:

J.A. Brennan Associates PLLC
2701 1st Ave, Suite 510
Seattle, WA 98121

Project Description

Hovander Homestead Park and the Tennant Lake Wildlife Area, managed by the Washington Department of Fish & Wildlife, together span over 720 acres, feature historical structures and natural areas, and hold great cultural significance. The parks offer family-friendly activities and host community events like festivals, concerts, and special occasions such as the Ski to Sea Race and, in the recent past, the Highland Games.

Given the changes and underutilization of some facilities since the last significant park planning in 2009, a comprehensive Vision Plan is necessary. The new plan should consider the area's local context and demographic changes, particularly with the nearby, fast-growing community of Ferndale. This Vision Plan will be required for securing park improvement funding.

Hovander Homestead Park is a well-loved park for picnicking, wildlife viewing, garden tours, plant sales and boating access. However, use patterns are changing over time as the demonstration gardens grow in popularity and the animal contact area has declined. Large-scale community events in the park have also declined as funding has become limited.

The Vision Plan will create a roadmap to guide current and future park improvements and connections to the community for the next 15-20 years. Park improvements anticipated include covered picnic shelters, vehicular and circulation upgrades, integration of a new maintenance facility (designed by others), interpretive and wayfinding signage, and environmental restoration. The outreach process may result in additional recreational programming.

The J.A. Brennan (JAB) team will provide a final vision plan with input from Whatcom County Parks & Recreation (Parks), Project Partners, Tribes and the public.

Collaboration:

It's anticipated that JAB will be working in collaboration with Parks during development of tech memos, reports and questionnaires. This collaboration could include Parks staff working in edit mode clarifying statements and wording in order to work together to create the best final product in the most efficient way.

The following scope describes the consultant team roles and the major tasks anticipated for the project. See fee matrix for associated scope hours, products, specific meetings and fee for each of the consultant team members.

Consultant Team Roles

Prime Consultant:

- **J.A. Brennan Associates (JAB) | Landscape architects and planners:**
Project management and lead for all elements of the project, including production of the final report

Sub-Consultants:

- **Wilson Engineering (Wilson) | Civil Engineering**
- **Douglass Consulting (DC) | Wetlands and Permitting**
- **GeoEngineers (GEI) | Geotechnical Engineering**
- **Northwest Hydraulic Consultants (NHC) | River Hydrology & Hydraulics**
- **Sieger Consulting (SC) | Finance**
- **Equinox Research and Consulting International, Inc (ERCI) | Cultural Resources**

Tasks

Task A – Administration/Coordination

This task includes budget for correspondence and meeting coordination, scheduling and contract administration.

Deliverables:

- Monthly invoices

Task B – Inventory / Data Collection

Work in this task includes site visits, data collection and review, identification of regulatory constraints, base map preparation, and other elements identified in the fee matrix. During our analysis process, we will look at existing use patterns, social patterns, historical and cultural influences of the site, and potential impacts to surrounding land uses, sensitive areas, access, circulation, architectural character, utilities availability, topography, vegetation, soils and views. It is assumed Parks will provide all available pertinent information.

Perform site visits to observe the existing conditions, focusing on conceptual planning. The site visits will include on-site meetings with Parks staff and any identified stakeholders if desired. A base map will be prepared that identifies and locates natural and man-made features. Survey needs will also be identified and confirmed.

Review will include aspects of Whatcom County Code, Comprehensive Plan land use designations, and Parks, Recreation, and Open Space Plan which are relevant to the river and park. JAB and Wilson will review property legal constraints/easements/land management constraints as mapped and provided by Parks.

Hydrology will be mapped using existing topography and culvert locations to better understand water movement through the study area and help identify areas of potential erosion. From this information the JAB team will provide input for creating basemaps to inform the siting of the new program elements and activities that may be suitable to take place within the floodplain.

The base map will be prepared from a combination of GIS layers and as-built drawings provided by Parks, mapping from aerial imagery, LiDAR ASCII points, and site inventory.

Wilson Engineering – Civil

The initial tasks to be performed by Wilson include review and analysis of available site data. Existing Parks geotechnical reports and data available from the USDA Natural Resources Conservation Service database will be analyzed to determine soil types and suitability for improvements. General stormwater management and code compliance will be reviewed for park improvements and programming elements.

As-built information for site utilities will be assembled and analyzed to determine locations and scope of utility extensions for potential park improvements. Wilson will also provide comments on circulation maps created by JAB.

Douglass Consulting – Wetland

Douglass Consulting (DC) will assess the approximate locations of critical areas and potential buffers, based on existing information and a reconnaissance-level site investigation. Identifying the general location and extent of the wetlands and critical areas is appropriate for a Vision Plan. DC will help create overlays to convey this information to the public and to decision-makers in a clear and visual manner.

DC will prepare guidance on the permitting implications for the alternative layouts of critical park elements that will be developed in the Vision Plan. Preliminary review of Whatcom County Critical Areas maps and Washington Department of Ecology wetland mapping in their Coastal Atlas show areas of potential wetlands on the 750-acre park, including riparian wetlands along the Nooksack River, and scrub-shrub wetlands further from the riverbanks.

DC will assist the Vision Plan team to locate the desired improvements at Hovander Park to optimize the opportunities for park visitors while highlighting the values and benefits of the natural environs. DC will contribute to the technical memorandum summarizing the opportunities for programming and integrating the park elements into the natural environment.

GeoEngineers – Geotechnical

GeoEngineers will participate in a kickoff meeting with site visit.

GeoEngineers will review available existing information including geologic maps, LiDAR data, and internal resources from nearby projects as part of a desktop evaluation of potential site conditions.

GeoEngineers will provide geotechnical considerations input to technical memorandum (prepared by others).

Northwest Hydraulic Consultants – River Hydrology & Hydrology

NHC will attend the combined kick-off meeting/site visit and provide data from the previously simulated Nooksack River events to inform the project team on flooding events.

Sieger Consulting – Finance

Subtask 2 Kickoff Meeting (combined with 1 site visit)

Sieger Consulting (SC) will prepare for and attend the project kickoff meeting but not the site visit.

Subtask 16 – Baseline financial analysis and initial funding model

We will work with County staff to agree on population, employment, and overall growth projections (likely from the County Comprehensive Plan) over the horizon of the project. We will then develop a baseline funding analysis and financial model that assesses available resources for this project in the context of the City's financial policies, financial reality, and existing guiding planning documents. The financial model will project available resources long-term based on the agreed-upon growth, population, and employment projections.

ERCI – Cultural Resource

ERCI will produce the Cultural Resources Overview Report – This report will include information and recommendations for potential cultural interpretive themes, using archival data.

Deliverables & Meetings:

- Issues & Opportunities Map
- Tech memo summarizing findings
- Site vicinity map
- See fee matrix for other products and meetings

Task C – Community, Project Partner Group & Tribal Engagement

In coordination with Parks staff, and design team members JAB will engage the project partner group, tribal and the general public in the planning process, including workshops and meetings. Meetings will be designed to be interactive and set up so that design work can take place during the meeting in a workshop format. Meeting notices, final agenda, meeting notes and mailings will be provided by the Parks. Boards or PowerPoint presentations will be provided by JAB prior to each public meeting.

Meeting with Tribal representatives (Lummi, Nooksack, Swinomish) to add their insights. Up to two in-person meetings, with tribes combined in each meeting.

Meetings will likely be primarily accomplished using a virtual meeting process whether Zoom, Microsoft Teams or other digital platforms. The County will organize and host any online digital platform for virtual meetings. The County will host the community indexed outreach survey (on Parks' Survey Monkey account) on their online digital platform. Public and Project Partner meeting notes will be documented on flipcharts and provided to Parks. Meeting notes may be hand-written, or if more detail or more formal notes are required, will be produced by the County.

As part of the Vision Plan design process, JAB will assist with public meetings, project partner group and tribal meeting facilitation and presentations. Our goal with the public process is to ensure that all parties get a chance to be heard, provide meaningful input, and realize that they are a vital part of the design process.

Our process for Community, Project Partner Group & Tribal Engagement input includes:

- a. **Developing a public engagement plan** (JA Brennan)
JAB will work with Parks to develop a public outreach plan and schedule to guide the process. The basis of this will be derived from this scope of work. This will be a brief memo (up to 2 pages) describing the process and tools that will guide the outreach.
- b. **Community Indexed Outreach Survey**
JAB team will develop a public outreach survey with appropriate demographic questions to support indexing the overall results against the overall population and cross-tabulating results to understand them based on demographic and other population characteristics. In collaboration with Parks, JAB will provide question development, survey organization/question ordering and logic, and distribution strategies. The survey will include questions concerning the potential program for the park.
- c. **Partner group Meeting #1** - Information, opportunities and constraints meeting and programming discussion
Present baseline criteria for potential park improvements and solicit initial input from key partner group for park program improvements.
- d. **Partner group Meeting #2**- Alternative concepts
Will present two different alternatives to elicit input from the key partner group and to refine and narrow the park program further.

- e. **Partner group Meeting #3-** Draft preferred alternative vision plan
Present a Draft preferred master plan based on the input from Stakeholder Meeting #2 and review provided from Parks.
- f. **Public Meeting #1** - Information, opportunities and constraints meeting and programming discussion
Present baseline criteria for potential park improvements and solicit initial input from the public for park program improvements.
- g. **Public Meeting #2-** Alternative concepts
Present two different alternatives to elicit input from the public and to refine and narrow the park program further.
- h. **Public Meeting #3-** Draft preferred alternative vision plan
Present a draft preferred vision plan based on the input from Public Meeting #2 and review provided from Parks. The comments will be incorporated into the Final Vision Plan.
- i. **County Parks Commission / Public Meeting** - Present Final Vision Plan
Support Parks staff with a presentation to Whatcom County Parks Commission of the final vision plan for approval and adoption.

Sieger Consulting – Finance and Public Outreach Survey

Subtask 4 Research underserved groups (identify demographics)

SC will provide a demographic profile of the project area (including unincorporated Whatcom County, Whatcom County overall, and other geographies, as desired) to understand the population and identify affinity groups who may otherwise be underrepresented in public outreach efforts and special interest groups with the potential to be overrepresented in public outreach efforts. Existing public outreach efforts will be compared to this demographic profile to identify affinity groups that have been historically underrepresented and help inform strategies for engaging them.

Subtask 5 Under-represented community Indexed Outreach Survey

SC will work with JA Brennan to develop a public outreach survey with appropriate demographic questions to support indexing the overall results against the overall population and cross-tabulating results to understand them based on demographic and other population characteristics. SC will support question development, survey organization/question ordering and logic, and distribution strategies. SC will work with JA Brennan to assess the demographic distribution of results while the survey is in progress, to support additional outreach to those who may otherwise be underrepresented in results.

SC will also provide significant support in analyzing survey results, including cross-tabulating results by population characteristics, identifying majority and minority project preferences, and helping identify special-interest groups that may be overrepresented.

SC will provide additional survey-associated public outreach support in collaboration with JA Brennan, including with material development and model meetings for survey outreach.

Wilson Engineering – Civil

Wilson will attend the partner group workshop to provide input on the site alternatives, based on the analysis of existing conditions, site stormwater, utilities, and circulation. Wilson will also attend the three partner group meetings and provide input on the programming discussion, alternative concepts, and preferred alternative vision plan. Input on civil design findings for the preferred alternative vision plan will be provided for the tech memo.

Douglass Consulting – Wetland

DC will assist in discussions at tribal, public, and decision-maker meetings with information about natural resources, permitting, critical paths, and timelines. DC will contribute to the technical memorandum summarizing the discussions, opportunities, and resolutions.

ERCI – Cultural Resource

Engage with Lummi Nation, Nooksack Indian Tribe and Swinomish regarding land use in and around Hovander Park.

Deliverables & Meetings:

- See fee matrix for products and meetings

Task D – Program Definition

This task involves the preparation of a park program list (includes uses and facilities) to be used in developing vision plan alternatives, the draft vision plan and the final vision plan. The emphasis will be on park facilities and improvements. However, we will also develop a potential program addressing possible uses for the historic structures: Interpretive Center, Homestead, barn and shed. No floorplans or architectural designs are anticipated for the buildings.

Public and Project Partner input is anticipated in this task and is described in Task H below. Work products will include:

- Establish project goals list
- Definition of program elements with associated program matrix
- Program PowerPoint presentation – to share images of potential design elements, uses and facilities
- Draft/final tech memo summarizing park programming

Douglass Consulting – Wetland

DC will review the project goals and matrix and contribute clarifying information to both documents. Provide input for technical memo summarizing findings.

Deliverables & Meetings:

- Programming matrix identifying list of uses, sizing, parking requirements and character
- See fee matrix for additional items

Task E – Alternative Development

Develop up to 2 preliminary alternatives for the vision plan based on public, staff and project partners input, permitting requirements and site opportunities and constraints. The alternatives will be diagrammatic to keep the discussion focused on the big picture.

Each alternative will have one overall plan, one detail area plan, and sections to illustrate the concepts.

- Incorporate data and analysis into graphic and written formats for presentation and discussion with the public, project partners and Parks staff.
- These alternatives will be vetted by Parks staff.

Review existing models of river flood & hydrology.

Wilson Engineering – Civil

Wilson will provide comments on the two diagrammatic site concept plans prepared by JAB. Input will also be provided for the alternatives tech memo.

Douglass Consulting – Wetland

DC will contribute to the agency site walk.

GeoEngineers – Geotechnical

GeoEngineers will provide limited geotechnical review and input to the alternatives development and evaluation.

Northwest Hydraulic Consultants – River Hydrology & Hydrology

NHC will refine the existing hydraulic model to represent and simulate alternatives for the project site determined collectively with the project team. These will be developed to the concept level (and can serve as the starting point upon which additional detailed modeling work would be conducted for future design). Example features could include berms, constructed ponds, side channels, etc. Flood events to be simulated will be selected from those twenty-five previously developed (ranging from Nov. 2004 through Jan. 2024). It's anticipated that up to three of these floods will be simulated each for up to three different alternatives i.e., nine total simulations (an alternative is defined as one feature such as a berm or side channel), for comparison with the previously run existing condition, or the equivalent. Model refinement and providing model simulation results will be limited to the budget allocated for this task.

Sieger Consulting – Finance

Subtask 6 Prepare up to 3-page alternatives tech memo

SC will identify and describe the high-level financial and implementation considerations (including but not limited capital funding, operations and maintenance funding, cost-recovery, timing of funding, and lifecycle costs) relevant to each alternative, providing comparison among the options and identifying key strengths and weaknesses of each alternative from a funding and implementation policy perspective.

ERCI – Cultural Resource

Principal Investigator will attend a select meeting, as identified, to inform designers.

Deliverables & Meetings:

- See fee matrix

Task F – Draft Preferred Alternative

Create a draft concept plan design and technical memorandum for Hovander Park based on the outcome of the public involvement process and Whatcom County direction. The draft concept plan will be based on the preferred alternative selected during the alternative development process, project objectives, assumptions and expectations as determined through discussion with Parks in the previous task.

JAB will lead the team in the development of the preferred conceptual landscape plan layout of roads, buildings, trails, picnic areas, and interpretive facilities. Preliminary site grading and planting will also be explored. Interpretive concepts will also be developed by JAB.

To depict the design intent and character we will include an overall plan, detail area plans, site sections, and illustrative sketches. The draft preferred vision plan may be hand drawn or a combination of CAD and hand drawn. Color renderings will be prepared using Illustrator and/or Photoshop software. JAB will also prepare alternative interpretive theme concepts (written only).

Wilson Engineering – Civil

Wilson will develop a preliminary strategy for stormwater management and utilities to support the draft concept plan created by JAB. The strategy will be refined to incorporate alternative development comments. Wilson will review and comment on the cost estimate prepared by JAB.

Douglass Consulting – Wetland

DC will provide input on the technical memorandum, include overview of wetland resources based on existing mapping; and overview of potential impacts based on the preferred alternative, and potential locations for further wetland determinations and mitigation opportunities.

Northwest Hydraulic Consultants – River Hydrology & Hydrology

NHC will provide narrative text, figures and/or data regarding model development, application, and Task E simulation results to support development of the Draft Vision Plan up to the allotted budget amount.

Deliverables & Meetings:

- See fee matrix

Task G– Final Vision Plan

The final Vision plan will be a refinement of the draft vision plan, after having received input from the Whatcom County, stakeholders and community members. A preliminary square-footage level cost estimate will be provided for the final master plan.

The vision plan will be primarily AutoCAD-drafted (base); although some information may be hand-drawn. Illustrative drawings will be completed to convey design feasibility and finished project character.

Vision plan graphics will include the refinement of up to 6 sections created for the draft vision plan and the development of one new site section to illustrate the design intent and character.

A final perspective sketch will be developed to illustrate the design intent and character. The final perspective will be a refinement of the draft perspective sketch to finalize the graphic to support with funding efforts.

JAB will also prepare a final interpretive theme concept (written only).

Wilson Engineering – Civil

Wilson will review and comment on the final preferred plan cost estimate, tech memo, and vision plan prepared by JAB.

Douglass Consulting – Wetland

DC will provide limited review and input for tech memo.

Northwest Hydraulic Consultants – River Hydrology & Hydrology

NHC will provide narrative text, figures and/or data regarding model development, application, and Task E simulation results to support development of the Final Vision Plan up to the allotted budget amount.

Sieger Consulting – Finance

Subtask 8 Prepare up to 14-page memo (previous memos as base)

SC will identify and describe the detailed financial and implementation considerations (including but not limited to capital funding, operations and maintenance funding, cost-recovery, timing of funding, and lifecycle costs) related to the final, preferred Vision Plan. This will include providing high-level funding strategies, identifying key timing considerations, and identifying areas of analysis to be considered in the implementation and management plan (for example, phasing, debt capacity, analysis related to potential voted initiatives, analysis related to cost-recovering or revenue generating strategies, etc.).

ERCI – Cultural Resource

ERCI will provide input to interpretive theme in final report

Deliverables & Meetings:

- See fee matrix

Task H– Implementation and Management Plan

JA Brennan will create a general implementation strategy/phasing program for the preferred elements that identifies priorities for improvements and a general timeline for implementation. Our team will also provide a Preliminary Financing Plan which will include potential grants and financing opportunities.

The phasing and implementation strategy for the park vision plan will be summarized in a draft and final memo.

Phasing costs will be developed. The final Vision Plan capital cost will be broken into specific phasing components to illustrate potential Rough order of Magnitude (ROM) costs for a phased park development to guide funding.

Management Plan:

In collaboration with Parks, a long-term maintenance and operations plan will be developed to assess ongoing maintenance needs and associated operational costs. This plan will serve as a critical tool for decision-makers in budgeting future improvements at Hovander Homestead Park, sustaining high levels of visitor service and experience while ensuring efficient resource stewardship.

The management strategy will focus on:

- Preserving high-quality recreation opportunities while safeguarding fish and wildlife habitat.
- Preserving the integrity of the Hovander Homestead Historic District.
- Ensuring the accessibility, safety, and functionality of park infrastructure—including grounds, trails, bridges, and public facilities—by maintaining well-kept, secure, and accessible spaces that support public enjoyment.
- Balancing visitor access and ecological health, including habitat conservation, water quality improvements, and sustainable vegetation management.
- Ensuring compliance with critical areas mitigation requirements, incorporating adaptive management if areas do not meet performance standards.

Operations & Management Documentation:

A memo and matrix will define operational and management objectives, staffing needs, and required equipment to support long-term sustainability and efficiency. The memo and matrix will identify current maintenance and operations activities as a baseline condition and anticipated future maintenance and operational requirements that will be required to support proposed improvements. Parks will provide JAB an example maintenance and operations template to incorporate into the final vision plan.

The Long-Term Maintenance Budget Planning Memo will include:

- Vegetation Management & Establishment (watering, weeding, lawn care, fertilizing, pruning, plant health)
- Hardscape & Infrastructure (trails, boardwalks, bridges, parking, signage)
- Structures & Utilities (Historic structures, maintenance and operations facilities, department-owned utilities). Costs associated with buildings will be provided by the County.
- Environmental Management (water quality, wildlife & habitat conservation)

Deliverables:

- See fee matrix

Wilson Engineering – Civil

Wilson will review and comment on the implementation plan, phasing cost estimate, and Operations & Management plan prepared by JAB.

Douglass Consulting – Wetland

No tasks for DC under Task H.

Sieger Consulting – Finance

Subtask 4 Project Implementation Schedule

SC will provide input on financial feasibility as part of the final project implementation schedule and help provide a final funding program aligned to the final schedule.

Subtask 5 Preliminary Financing Plan (funding models & sources)

SC will develop a preliminary financing plan identifying a proposed funding model and key funding sources as well as a high-level pro-forma of any cost-recovery/revenue-generating and key competitive funding for the County to pursue to fund the project. The financing plan will be flexible to allow the County to pursue competitive and other unsecured funding while also providing an alternative plan if some or all of such funding is not obtained.

Deliverables & Meetings:

- See fee matrix

Task I – Final Report

Final Vision Plan report will be prepared to include vision, phasing, financing and implementation schedule. The report will be prepared in Word or InDesign. The final document will include all of the deliverables presented in the base scope as a legible, clear summary document. This task deliverable includes compiling a final report document, with 1 revision. Some deliverables may be included in an appendix to the report.

Douglass Consulting – Wetland

No tasks for DC under Task I.

Deliverables & Meetings:

- See fee matrix

Task M – Client & Team Meetings

This task will include team coordination and meetings to progress the design. Team members will be activated as required for specific meetings. JAB will coordinate via email and telephone communication with design team and Parks staff. JAB will organize a kickoff meeting and initial site visit with the design team. To ensure productive meeting outcomes JAB will prepare meeting agendas with desired outcomes and record any pertinent action items identified during virtual and in-person meetings. JAB will submit draft meeting agendas to Parks for review not less than 24 hours before scheduled meetings.

Wilson Engineering – Civil

Wilson will attend up to 8 hours of virtual meetings, as requested to support the development of the plan. In addition, Wilson will attend the alternatives screening meeting at the Parks' office and an on-site design workshop with Parks staff.

Douglass Consulting – Wetland

DC will attend up to 3 virtual meetings of up to one hour duration.
DC will attend one Jail Project Wetland Mitigation team meeting (virtual)
DC will attend onsite design workshop (up to 3 hours)
DC will attend up to 2 virtual client progress meetings of up to one hour duration.

Northwest Hydraulic Consultants – River Hydrology & Hydrology

NHC will have one staff member attend up to four virtual meetings of up to one hour duration each, plus an on-site design workshop, if desired, or meetings up to the equivalent duration.

Sieger Consulting – Finance and Outreach

SC will attend and participate in up to three one-hour team web meetings.

Subtask 5 Design workshop with Parks Staff (incl. Regional & Maint. Staff) (1 on-site)

SC will attend and participate in the onsite design workshop with Parks Staff.

Subtask 6 Client Progress Meetings (up to 8, virtual 1-hr mtgs) (team 1-2)

SC will attend and participate in one one-hour virtual client progress meetings.

Subtask 7 Implementation and management meeting with Parks Regional & Maintenance staff (2) Virtual

SC will attend and participate in two virtual implementation and management meetings with Parks Regional and Maintenance staff.

ERCI – Cultural Resource

ERCI will attend the initial site visit with the design team and provide a brief status update via email to JAB as needed.

Deliverables & Meetings:

- Up to 3 team web meetings
- 3 PW River & Flood Dept. meetings
- 1 Jail Project Wetland Mitigation Team meeting
- Alternatives screening meeting (client meeting)
- Design workshop with Parks Staff (on site)
- 8 Client Progress Meetings (virtual 1-hr mtgs) (refer to team scope for their attendance)

- Implementation and management meeting with Parks Regional & Maintenance staff (2) Virtual

General / J.A. Brennan Assumptions

1. Wetland and stream delineation is not required. A preliminary reconnaissance is provided.
2. After J.A. Brennan makes changes to the draft vision plan, one more round of edits will be made with only minor revisions (unless a previous comment had been missed) and then the final plan will be printed. A digital copy and up to 4 printed copies of the final plans will be provided.
3. JAB does not provide contaminated soils remediation services.
4. Parks will provide coordinated, consolidated review comments at each product submittal. Additional fee will be required for additional review steps.
5. Graphics will be developed using a combination of CAD, Illustrator, Photoshop and hand-drawn graphics. Graphics will be provided in pdf/jpg format only.
6. Client will provide existing site information for project area including topography, important water elevations and data, parcel boundaries, pavement edges, roads, utilities, and vegetation and other information needed for design.
7. Parks will lead the correspondence and outreach with the tribe, project partners, adjacent property owners, community members and the general public. JAB will support outreach to the extent described in the scope.
8. Arborist services are not anticipated and will be provided by Parks if required.
9. Parks does not require support for review of water rights.
10. JAB will not be responsible for working with adjacent landowners, except at Project Partner meetings and public meetings.
11. Non-Project SEPA is not provided; however, JAB will assist Parks' application with exhibits and other vision plan details developed during the planning process.
12. Parks will review cost estimate assumptions before JAB begins cost estimating.
13. Coordination of volunteer work is not included in the scope.
14. Parks will be responsible for the distribution of all documents.
15. JAB CAD standards will be used.
16. Parks will provide GIS layer information in CAD.
17. No environmental permitting or other permitting is included in this contract scope.

Wilson Engineering: Civil Engineering Scope Assumptions

1. Parks to provide any available geotechnical studies, topographic and boundary surveys, as-builts, and engineering reports relevant to future park improvements. No new topographic or boundary survey will be provided.
2. General grading schemes and drainage patterns will be identified, but quantities and elevations will not be determined.
3. Drawings, details, and sections will be developed by JAB with comments provided by Wilson.
4. Conceptual stormwater and utility layouts will be documented for high-level cost estimating and notation by JAB on plans, but drawings will not be provided by Wilson.

Douglass Consulting: Environmental Planning/Wetland Scope Assumptions

1. Parks to provide any available wetland and critical area studies and mapping of the park.
2. Critical areas reconnaissance will be limited and focused on agreed-upon high priority locations in the park.
3. No wetland determinations or flagging of wetland boundaries will be conducted. If such fieldwork is desired, it can be performed under a separate scope and fee.
4. DC is not preparing a wetland mitigation plan but will outline potential wetland mitigation locations and opportunities.

GeoEngineers: Geotechnical Assumptions

None Provided

Northwest Hydraulic Consultants: River Hydraulic, Hydrology Assumptions

1. It's assumed that the existing Nooksack River hydraulic model and simulated flood events will be the basis for this work and modifications made to this model are as defined in the Task E.

Sieger Consulting: Finance Assumptions

None provided

ERCI: Cultural Resource Assumptions

1. No human remains will be identified
2. No cultural landscape inventory/assessment will be needed
3. No archaeological survey will be needed

EXHIBIT "B"
(CONSULTANT FEE MATRIX)

See attached Fee Matrix for full cost associated with tasks and work to be performed.

Whatcom County Parks & Recreation Department

J.A. Brennan Associates, PLLC

Hovander Homestead Park Vision Plan

WORK ITEM Rate	DESCRIPTION	Total Sieger Consulting	Total GeoEngineers	Total ERCI Cultural R.	Total Sub consultants	Markup (10%)	Grand Total
A Administration / Coordination (JAB only)							
1	File set-up				\$0	\$0	\$840
2	Progress reports				\$0	\$0	\$1,980
3	Prepare invoices		\$796		\$1,296	\$130	\$3,641
4	Scheduling				\$0	\$0	\$1,770
5	General project management, correspondence, meeting coordination		\$372		\$1,722	\$172	\$1,894
Total Task A		\$0	\$1,168	\$0	\$3,018	\$302	\$10,125
B Inventory/Data Collection							
1	Prepare base maps with OHW and critical area buffers (approx.)				\$200	\$20	\$2,825
2	Kickoff meeting (combine with 1 site visit)	\$600	\$1,335		\$5,060	\$506	\$9,196
3	Site visit (up to 1 additional)			\$867	\$1,542	\$154	\$5,326
4	Data review, reports, plans (veg, flooding, population growth...)				\$0	\$0	\$1,980
5	Review property legal constraints/easements/land management constraints (docs fr				\$0	\$0	\$435
6	Soils analysis (review and synthesize existing data)		\$1,168		\$1,618	\$162	\$2,215
7	Cultural Resources overview report (incl. cultural themes)			\$5,316	\$5,316	\$532	\$6,283
8	Site stormwater & hydrology analysis				\$2,034	\$203	\$2,672
9	Utilities analysis, existing conditions/system data gathering				\$2,034	\$203	\$2,432
10	Limited aerial and on-site reconnaissance of rivers/streams, wetlands, wildlife habita						
11	mitigation/restoration potential				\$3,000	\$300	\$4,050
12	Assess & summarize regulatory framework, impact to project feasibility and operatio						
13	management				\$750	\$75	\$1,530
14	River flood and hydrology model queries (review existing models)				\$900	\$90	\$1,425
15	Site vicinity map				\$0	\$0	\$995
16	Issues and opportunities map (incl. circulation patterns)				\$1,050	\$105	\$2,630
	Prepare up to 6 page tech memo (team input)		\$1,168		\$2,068	\$207	\$4,725
	Baseline Financial Analysis and initial funding model	\$1,800			\$1,800	\$180	\$2,705
Total Task B		\$2,400	\$3,671	\$6,183	\$27,372	\$2,737	\$51,424
C Community, Project Partner Group & Tribal Engagement							
1	Tribal outreach plan/contact Tribal leaders for input on approach				\$200	\$20	\$655
2	Tribal quarterly meetings (Lummi, Nooksack, Swinomish; up to 2 mtgs - (TW in-perso			\$867	\$1,867	\$187	\$4,004
3	Community engagement plan / strategy and methodology				\$0	\$0	\$1,035
4	Research underserved groups (identify demographics)	\$400			\$400	\$40	\$875
5	Under-represented community Indexed Outreach Survey (See detailed task breakdow	\$2,100	\$0	\$0	\$2,100	\$210	\$8,100
6	Meeting posters (up to 2) with QR code - 3 hours assist with distribution (JAB)				\$0	\$0	\$2,100
7	Review Previous Public/Community input (2024 Pros Plan, Ferndale outreach, other)				\$0	\$0	\$570
8	Attend community/tribal events - for outreach (up to 6)				\$0	\$0	\$5,040
9	Prepare Power Point for outreach meetings				\$0	\$0	\$5,310
10	Partner group workshop (on site at alternatives)				\$900	\$90	\$6,550
11	Partner group meetings 1, 2, & 3 (1. Information, opportunities and constraints meet						
12	programming discussion 2. Alternative concepts 3. Preferred alternative vision plan)				\$2,025	\$203	\$8,603
13	Public meetings 1, 2, & 3 (1. Information, opportunities and constraints meeting and						
14	programming discussion 2. Alternative concepts 3. Preferred alternative vision plan)				\$0	\$0	\$6,660
	Vision Plan review meeting (County Commission/Public)				\$0	\$0	\$1,395
	Prepare up to 3 page tech memo (team input)				\$1,200	\$120	\$2,525
Total Task C		\$2,500	\$0	\$867	\$8,692	\$869	\$53,421
D Programming							
1	Establish project goals list				\$150	\$15	\$720
2	Potential program and activity matrix				\$300	\$30	\$1,320
4	Select images for program elements (for boards and PPT)				\$0	\$0	\$1,095
5	Draft/Final Program Memo				\$0	\$0	\$1,155
Total Task D		\$0	\$0	\$0	\$450	\$45	\$4,290
E Alternative Development							
1	Diagrammatic alternative site bubble diagram plans (up to 2)				\$450	\$45	\$5,735
2	Detail area landscape plan (up to 1 per alternative)				\$0	\$0	\$3,405
3	Landscape sections (up to 3 per alternative)				\$0	\$0	\$3,400
4	Agency Site walk				\$300	\$30	\$1,015
5	River flood and hydrology model queries (review existing models)				\$4,200	\$420	\$5,055
6	Prepare up to 3 page alternatives tech memo (team input)	\$600	\$1,100		\$2,750	\$275	\$4,530
Total Task E		\$600	\$1,100	\$0	\$7,700	\$770	\$23,140
F Draft Preferred Alternative							

Whatcom County Parks & Recreation Department

J.A. Brennan Associates, PLLC

Hovander Homestead Park Vision Plan

WORK ITEM Rate	DESCRIPTION	Total Sieger Consulting	Total GeoEngineers	Total ERCI Cultural R.	Total Sub consultants	Markup (10%)	Grand Total
1	Draft preferred conceptual landscape plan				\$0	\$0	\$5,380
2	Detail area landscape plans (up to 2)				\$0	\$0	\$6,290
3	Interpretive theme alternatives				\$0	\$0	\$2,360
4	Stormwater treatment & utilities concept				\$2,034	\$203	\$2,867
5	Site sections (up to 6)				\$0	\$0	\$4,250
6	Draft sketches (up to 2)				\$0	\$0	\$4,620
7	River flood and hydrology model queries (review existing models)				\$600	\$60	\$1,095
8	Prepare up to 6 page tech memo (team input)				\$1,200	\$120	\$3,755
9	Site visit to refine design				\$900	\$90	\$5,040
10	Review/discuss/respond to comments from alternative development				\$375	\$38	\$848
11	Cost estimate				\$900	\$90	\$5,730
Total Task F		\$0	\$0	\$0	\$6,009	\$601	\$42,235
G	Final Vision Plan						
1	Final preferred Vision Plan				\$0	\$0	\$2,500
2	Revise detail area landscape plans (up to 2)				\$0	\$0	\$2,830
3	Revise landscape site sections (up to 6)				\$0	\$0	\$5,305
4	Revise sketches (up to 2)				\$0	\$0	\$2,845
5	River flood and hydrology model queries (review existing models)				\$600	\$60	\$1,095
6	Interpretive theme - preferred				\$0	\$0	\$2,160
7	Cost Estimate - for Final preferred Vision Plan				\$450	\$45	\$4,575
8	Prepare up to 14 page memo (previous memos as base)	\$1,200			\$2,400	\$240	\$8,270
9	Review/discuss/respond to comments from draft concept				\$375	\$38	\$653
Total Task G		\$1,200	\$0	\$0	\$3,825	\$383	\$30,233
H	Implementation and management plan						
1	Phasing plan graphic (bubbles on master plan)				\$0	\$0	\$2,225
2	Phasing & Implementation Strategy / Action Plan (3 page memo)				\$225	\$23	\$2,033
3	Phasing cost estimate				\$225	\$23	\$1,793
4	Project Implementation Schedule	\$600			\$600	\$60	\$3,090
5	Preliminary Financing Plan (funding models & sources)	\$1,800			\$1,800	\$180	\$3,145
6	Management Plan (ops and mngmt objectives, staffing & equipment requirements)				\$225	\$23	\$3,938
7	Maintenance standards for grounds and facility				\$0	\$0	\$2,265
Total Task H		\$2,400	\$0	\$0	\$3,075	\$308	\$18,488
I	Final Report						
1	Prepare up to 20 page Final Vision Plan Report (Vision, Phasing, Financing, Schedule)				\$300	\$30	\$5,960
Total Task I		\$0	\$0	\$0	\$300	\$30	\$5,960
M	Client & Team Meetings						
1	Team web meetings (3) (1-hr each)	\$450			\$1,875	\$188	\$4,163
2	PW River & Flood Dept. meetings (3) virtual				\$975	\$98	\$1,688
3	Jail Project Wetland Mitigation Team meetings (1) virtual				\$300	\$30	\$555
4	Alternatives screening meeting (client meeting - in person)				\$675	\$68	\$3,923
5	Design workshop with Parks Staff (incl. Regional & Maint. Staff) (1 on-site)	\$600			\$2,925	\$293	\$7,188
6	Client Progress Meetings (up to 8, virtual 1-hr mtgs) (team 1-2)	\$150			\$1,100	\$110	\$5,470
7	Implementation and management meeting with Parks Regional & Maintenance staff	\$300			\$300	\$30	\$2,700
Total Task M		\$1,500	\$0	\$0	\$8,150	\$815	\$25,685
Vision Plan - Total Fee		\$10,600	\$5,939	\$7,050	\$68,591	\$6,859	\$265,000

Whatcom County Parks & Recreation Department

J.A. Brennan Associates, PLLC

Hovander Homestead Park Vision Plan

WORK ITEM Rate	DESCRIPTION	Total eager sulting	Total GeoEngineers	Total ERCI Cultural R.	Total Sub consultants	Markup (10%)	Grand Total
C5	Under-represented Community Indexed Outreach Survey						
5.1	Setup Meeting Template (boards and graphics and facilitation agenda)	\$150			\$150	\$15	\$2,085
5.2	Draft and Final Survey - question development and upload to survey monkey & i	\$600			\$600	\$60	\$2,865
5.3	Meeting format - revision	\$150			\$150	\$15	\$600
5.4	Social Media Outreach & potential mailing (NIC)	\$0			\$0	\$0	\$0
5.5	Indexed Results - draft and final	\$1,200			\$1,200	\$120	\$1,755
5.6	Translation to Spanish via Google Translate (incl. QC review)				\$0	\$0	\$795
	Total: Under-represented community Indexed Outreach Survey	\$2,100	\$0	\$0	\$2,100	\$210	\$8,100

EXHIBIT "C"
(COMPENSATION)

The maximum consideration for the initial term of this Agreement or for any renewal term shall not exceed \$265,000.00 including Washington State Sales Tax.

The Contract Number, set forth, shall be included on all invoices or correspondence in connection therewith.

Invoices shall include a monthly statement of work performed. This statement must give the actual quantity and cost of the completed work as listed in the scope of work contract proposal or by executed change order.

The Consultant must submit invoices to the County no later than the 5th day of the month following the month in which the work was completed. The County will process and issue warrants for the completed work by the end of the month in which the statement was submitted. Invoices submitted later than the above date will be paid at the end of the next month or within 60 days.

The Consultant shall send invoices to:

Whatcom County Parks & Recreation
Attn: Rod Lamb
3373 Mt. Baker Hwy
Bellingham, WA98226

Consultant may invoice the County progressively not more than once per month. Progressive billings will be for the amount of work completed.

Consultant may invoice the County upon completion of the project in its entirety for the full contract amount upon acceptance of the project by the Contract Administrator.

EXHIBIT "D"
(CERTIFICATE OF INSURANCE)

Client#: 328420

JABRE1

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

3/07/2025

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

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

PRODUCER USI Insurance Services LLC 601 Union Street, Suite 1000 Seattle, WA 98101		CONTACT NAME: see below PHONE (A/C, No, Ext): 206 441-6300 E-MAIL ADDRESS: Select@usi.com FAX (A/C, No): 610-362-8503	
		INSURER(S) AFFORDING COVERAGE INSURER A: Citizens Insurance Company of America	NAIC # 31534
INSURED JA Brennan Associates, PLLC 2701 First Ave., Suite 510 Seattle, WA 98121		INSURER B: Travelers Casualty & Surety Co. of Amer INSURER C: Allmerica Financial Benefit Ins. Co. INSURER D: INSURER E: INSURER F:	31194 41840

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	OB2H51987604	03/01/2025	03/01/2026	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			AW2H51988704	03/01/2025	03/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	OB2H51987604 (WA Stop Gap)	03/01/2025	03/01/2026	PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE - EA EMPLOYEE \$2,000,000 E.L. DISEASE - POLICY LIMIT \$2,000,000
B	Professional Liability		X	107592877	03/01/2025	03/01/2026	\$2,000,000 per claim \$2,000,000 annl aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Hovander Homestead Park

The General Liability and Automobile Liability policies include an automatic Additional Insured endorsement that provides Additional Insured status to Whatcom County, its departments, elected and appointed officials, employees, agents and volunteers only when there is a written contract that requires such status, and only with regard to work performed by or on behalf of the named insured.
(See Attached Descriptions)

CERTIFICATE HOLDER**CANCELLATION**

Whatcom County Parks & Recreation
3373 Mt. Baker Hwy
Bellingham, WA 98226

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

AUTHORIZED REPRESENTATIVE

Gary D. Patterson

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DESCRIPTIONS (Continued from Page 1)

The General Liability policy contains a special endorsement with "Primary and Noncontributory" wording, when required by written contract. The General Liability, Automobile Liability and Professional Liability policies provide a Blanket Waiver of Subrogation when required by written contract, except as prohibited by law.

Primary/Non-Contributory endorsement (Auto Liability) and 30-day cancellation endorsement have been ordered and this Certificate will be re-sent when endorsements are received and processed.

AVENUES BUSINESSOWNERS DECLARATION

BUSINESSOWNERS RENEWAL DECLARATIONS

22

RENEWAL OF OB2 H519876

Policy Number	Policy Period From To	Coverage is Provided in the	Agency Code
OB2-H519876-04	03/01/2025 03/01/2026	CITIZENS INSURANCE COMPANY OF AMERICA	090112000

Named Insured and Address

J A BRENNAN ASSOCIATES, PLLC
2701 FIRST AVE SUITE 510
SEATTLE, WA 98121

Agent

206-441-6300
KIBBLE & PRENTICE HOLDING
COMPANY
601 UNION ST STE 1000
SEATTLE, WA 98101

Forms and Endorsements Schedule

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391-1313	01/15	EXCLUSION OF PUNITIVE DAMAGES
391-1006	08/16	LIABILITY SPECIAL BROADENING
391-1562	08/16	WA EXC EMPL RELATED PRACTICES
BP1804	12/23	EXCL - VIOL LAW ADDR DATA PRIV
391-1557	08/16	WA LMT FUNGI OR BACTERIA COVG
391-2056	12/23	EXCL - ACC DISC CONF PERS MAT
421-0022	07/02	ASBESTOS EXCLUSION
231-0475	06/89	PILR NOTICE
391-1003	08/16	BUSINESSOWNERS COVERAGE FORM
BP0612	11/13	WA CHANGES - DEFENSE COSTS
391-1533	08/16	WASHINGTON CHANGES
391-1375	01/10	AMEND LIMITS PERSONAL AND ADV
391-1534	03/21	WA CHANGES - DOMESTIC ABUSE
391-1209	03/06	EPLI INSURANCE CVG ENDR
391-1206	03/06	IMPORTANT NOTICE
391-1208	03/06	EPLI SUPPLEMENTAL DEC
391-1413	08/16	EMPLOYEE BENEFITS LIABILITY
401-1246	12/14	WA DESIGNATED CANCEL NOTICE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESSOWNERS LIABILITY SPECIAL BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SUMMARY OF COVERAGES	Limits	Page
1. Additional Insured by Contract, Agreement or Permit	Included	1
2. Additional Insured - Broad Form Vendors	Included	2
3. Alienated Premises	Included	3
4. Broad Form Property Damage - Borrowed Equipment, Customers Goods and Use of Elevators	Included	3
5. Incidental Malpractice (Employed Nurses, EMT's and Paramedics)	Included	3
6. Personal and Advertising Injury - Broad Form	Included	4
7. Product Recall Expense	Included	4
Product Recall Expense Each Occurrence Limit	\$25,000 Occurrence	5
Product Recall Expense Aggregate Limit	\$50,000 Aggregate	5
Product Recall Deductible	\$500	5
8. Unintentional Failure to Disclose Hazards	Included	6
9. Unintentional Failure to Notify	Included	6

This endorsement amends coverages provided under the Businessowners Coverage Form through new coverages and broader coverage grants. This coverage is subject to the provisions applicable to the Businessowners Coverage Form, except as provided below.

The following changes are made to **SECTION II - LIABILITY**:

1. Additional Insured by Contract, Agreement or Permit

The following is added to **SECTION II - LIABILITY, C. Who Is An Insured**:

Additional Insured by Contract, Agreement or Permit

- a. Any person or organization with whom you agreed in a written contract, written agreement or permit to add such person or organization as an additional insured on your policy is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

- (1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;

- (2) Premises you own, rent, lease or occupy; or

- (3) Your maintenance, operation or use of equipment leased to you.

- b. The insurance afforded to such additional insured described above:

- (1) Only applies to the extent permitted by law; and

- (2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

- (3) Applies on a primary basis if that is required by the written contract, written agreement or permit.

- (4) Will not be broader than coverage provided to any other insured.

- (5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.

c. This provision does not apply:

- (1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".
- (2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
- (3) To any lessor of equipment:
 - (a) After the equipment lease expires; or
 - (b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor.
- (4) To any:
 - (a) Owners or other interests from whom land has been leased if the "occurrence" takes place or the offense is committed after the lease for the land expires; or
 - (b) Managers or lessors of premises if:
 - (i) The "occurrence" takes place or the offense is committed after you cease to be a tenant in that premises; or
 - (ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
- (5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and advertising injury" involved the rendering of or failure to render any professional services by or for you.

d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION II - LIABILITY, D. Liability and Medical Expense Limits of Insurance**:

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

1. Required by the contract, agreement or permit described in Paragraph a.; or
2. Available under the applicable Limits of Insurance shown in the Declarations.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

e. All other insuring agreements, exclusions, and conditions of the policy apply.

2. Additional Insured - Broad Form Vendors

The following is added to **SECTION II - LIABILITY, C. Who Is An Insured**:

Additional Insured - Broad Form Vendors

- a. Any person or organization that is a vendor with whom you agreed in a written contract or written agreement to include as an additional insured under this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.
- b. The insurance afforded to such vendor described above:
 - (1) Only applies to the extent permitted by law;
 - (2) Will not be broader than the insurance which you are required by the contract or agreement to provide for such vendor;
 - (3) Will not be broader than coverage provided to any other insured; and
 - (4) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto
- c. With respect to insurance afforded to such vendors, the following additional exclusions apply:

The insurance afforded to the vendor does not apply to:

 - (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reasons of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement;
 - (2) Any express warranty unauthorized by you;

AVENUES BUSINESSOWNERS DECLARATION

BUSINESSOWNERS RENEWAL DECLARATIONS

22

RENEWAL OF OB2 H519876

Policy Number	Policy Period From To	Coverage is Provided in the	Agency Code
OB2-H519876-04	03/01/2025 03/01/2026	CITIZENS INSURANCE COMPANY OF AMERICA	090112000

Named Insured and Address

J A BRENNAN ASSOCIATES, PLLC
2701 FIRST AVE SUITE 510
SEATTLE, WA 98121

Agent

206-441-6300
KIBBLE & PRENTICE HOLDING
COMPANY
601 UNION ST STE 1000
SEATTLE, WA 98101

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231-0475	06/89	PILR NOTICE
391-1003	08/16	BUSINESSOWNERS COVERAGE FORM
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391-1533	08/16	WASHINGTON CHANGES
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391-1206	03/06	IMPORTANT NOTICE
391-1208	03/06	EPLI SUPPLEMENTAL DEC
391-1413	08/16	EMPLOYEE BENEFITS LIABILITY
401-1246	12/14	WA DESIGNATED CANCEL NOTICE

Form 391-1016 (7-99)

Date Issued: 12/26/2024

ORIGINAL/INSURED

- (3) This Extension provides an additional amount of insurance.

SECTION II - LIABILITY

Paragraphs 2. through 8. amend coverage provided under **SECTION II - LIABILITY**.

1. Additional Insured by Contract, Agreement or Permit - Amended

For purposes of the coverage provided by this endorsement, Coverage 1. **Additional Insured by Contract, Agreement or Permit**, subparagraph c. (5) of the **Businessowners Liability Special Broadening Endorsement** is replaced by the following:

This provision does not apply to:

- (5) All professional liability as an architect or engineer arising out of any construction agreement or activities under which any insured or anyone acting on any insured's behalf provides or provided service, advice, expertise or work. Construction includes, but is not limited to, the plan, conception, design, build, construct, assembly, development, safety, erection, formation, reconstruct, rehabilitation, repair, or any improvement made to real property. Construction also includes the hiring, supervision or management of any of these activities. However, this exclusion does not apply to liability arising out of an insured's presence at a jobsite that was not caused by professional activities listed in the above paragraph.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and advertising injury" involved professional liability as an architect or engineer arising out of any construction agreement or activities under which any insured or anyone acting on any insured's behalf provides or provided service, advice, expertise or work.

2. Additional Insured by Contract, Agreement or Permit - Primary and Non-contributory

- a. The following is added to **SECTION III - COMMON POLICY CONDITIONS (APPLICABLE TO SECTION I - PROPERTY AND SECTION II - LIABILITY)**, paragraph H. Other insurance:

Additional Insured - Primary and

Non-Contributory

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under **SECTION II - LIABILITY, C. Who is an Insured**, is primary and non-contributory, the following applies:

If other valid and collectible insurance is available to the Additional Insured for a loss covered under **SECTION II - LIABILITY** of this Coverage Part, our obligations are limited as follows:

(1) Primary Insurance

This insurance is primary to other insurance that is available to the Additional Insured which covers the

Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

- (a) For the sole negligence of the Additional Insured;
- (b) When the Additional Insured is an Additional Insured under another primary liability policy; or
- (c) When b. below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

(2) Excess Insurance

- (a) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

- (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
- (ii) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;
- (iii) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner; or

- (iv) If the loss arises out of the maintenance or use of aircraft,

AVENUES BUSINESSOWNERS DECLARATION

BUSINESSOWNERS RENEWAL DECLARATIONS

22

RENEWAL OF OB2 H519876

Policy Number	Policy Period From To	Coverage is Provided in the	Agency Code
OB2-H519876-04	03/01/2025 03/01/2026	CITIZENS INSURANCE COMPANY OF AMERICA	090112000

Named Insured and Address

J A BRENNAN ASSOCIATES, PLLC
2701 FIRST AVE SUITE 510
SEATTLE, WA 98121

Agent

206-441-6300
KIBBLE & PRENTICE HOLDING
COMPANY
601 UNION ST STE 1000
SEATTLE, WA 98101

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391-1413	08/16	EMPLOYEE BENEFITS LIABILITY
401-1246	12/14	WA DESIGNATED CANCEL NOTICE

Form 391-1016 (7-99)

Date Issued: 12/26/2024

ORIGINAL/INSURED

- a. Prior to a loss to your Covered Property.
- b. After a loss to your Covered Property only if, at time of loss, that party is one of the following:
 - (1) Someone insured by this insurance;
 - (2) A business firm:
 - (a) Owned or controlled by you; or
 - (b) That owns or controls you; or
 - (3) Your tenant.

You may also accept the usual bills of lading or shipping receipts limiting the liability of carriers.

This will not restrict your insurance.

2. Applicable to **SECTION II - LIABILITY** Coverage:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair such rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

We waive any right of recovery we may have against any person or organization with whom you have a written contract, permit or agreement to waive any rights of recovery against such person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".

This condition does not apply to Medical Expenses Coverage.

L. Transfer of Your Rights and Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Named Insured. If you die, your rights and duties will be transferred to your legal representative but only while that legal representative is acting within the scope of their duties as your legal representative. Until your legal representative is appointed, anyone with proper temporary custody of your property will have your rights and duties but only with respect to that property.

BUSINESS AUTO POLICY RENEWAL DECLARATIONS

22

RENEWAL OF: AW2 H519887

Policy Number	Policy Period From To	Coverage is Provided in the	Agency Code
AW2-H519887-04	03/01/2025 03/01/2026	ALLMERICA FINANCIAL BENEFIT INS	0901120

ITEM ONE: Named Insured and Address

J A BRENNAN ASSOCIATES
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601 UNION ST STE 1000
SEATTLE, WA 98101

Business Auto Forms and Endorsements Schedule

Form Number	Edition Date	Description
CA0001	0306	BUSINESS AUTO COVERAGE
CA0135	0108	WA CHANGES
IL0146	0810	WA COMMON POLICY CONDITIONS
IL0198	0908	NUCLEAR ENERGY LIAB EXCLUSION
CA2393	0106	WA EXCLUSION OF TERRORISM NBC
4610301	0107	NOTICE TO POLICYHOLDER ON TERR
IL0123	1113	WA CHANGES - DEFENSE COSTS
CA9903	0306	AUTO MEDICAL PAYMENT COVERAGE
CA2134	0108	WA UIM COVERAGE
4610155	0997	BUSINESS AUTO BROADENING
4011246	1214	WA DESIGNATED CANCEL NOTICE
4610478	1212	BLANKET AI PRI & NON CONT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

A. The following is added to SECTION II - LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured:

Additional Insured if Required by Contract

If you agree in a written contract, written agreement or written permit that a person or organization be added as an additional "insured" under this Coverage Part, such person or organization is an "insured"; but only to the extent that such person or organization qualifies as an "insured" under paragraph A.1.c. of this Section.

If you agree in a written contract, written agreement or written permit that a person or organization be added as an additional "insured" under this Coverage Part, the most we will pay on behalf of such additional "insured" is the lesser of:

- (1) The Limits of Insurance for liability coverage specified in the written contract, written agreement or written permit; or
- (2) The Limits of Insurance for Liability Coverage shown in the Declarations applicable to this Coverage Part.

Such amount shall be part of and not in addition to the Limits of Insurance shown in the Declarations applicable to this Coverage Part. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

B. The following is added to SECTION IV - BUSINESS AUTO CONDITIONS, Paragraph B. General Conditions, subparagraph 5. Other Insurance:

Primary and Non-Contributory

If you agree in a written contract, written agreement or written permit that the insurance provided to a person or organization who qualifies as an additional "insured" under SECTION II - LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured, subparagraph Additional Insured if Required by Contract is primary and non-contributory, the following applies:

The liability coverage provided by this Coverage Part is primary to any other insurance available to the additional "insured" as a Named Insured. We will not seek contribution from any other insurance available to the additional "insured" except:

- (1) For the sole negligence of the additional "insured"; or
- (2) For negligence arising out of the ownership, maintenance or use of any "auto" not owned by the additional "insured" or by you, unless that "auto" is a "trailer" connected to an "auto" owned by the additional "insured" or by you; or
- (3) When the additional "insured" is also an additional "insured" under another liability policy.

C. This endorsement will apply only if the "accident" occurs:

1. During the policy period;
2. Subsequent to the execution of the written contract or written agreement or the issuance of the written permit; and
3. Prior to the expiration of the period of time that the written contract, written agreement or written permit requires such insurance to be provided to the additional "insured".

D. Coverage provided to an additional "insured" will not be broader than coverage provided to any other "insured" under this Coverage Part.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

BUSINESS AUTO POLICY RENEWAL DECLARATIONS

22

RENEWAL OF: AW2 H519887

Policy Number	Policy Period From To	Coverage is Provided in the	Agency Code
AW2-H519887-04	03/01/2025 03/01/2026	ALLMERICA FINANCIAL BENEFIT INS	0901120

ITEM ONE: Named Insured and Address

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601 UNION ST STE 1000
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CA2134	0108	WA UIM COVERAGE
4610155	0997	BUSINESS AUTO BROADENING
4011246	1214	WA DESIGNATED CANCEL NOTICE
4610478	1212	BLANKET AI PRI & NON CONT

14. AUTO LOAN PHYSICAL DAMAGE EXTENSION

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance** provision:

When a "loss" results in a total loss to a covered auto you own for which a Loss Payee is designated in this policy, the most we will pay for "loss" in any one "accident" is the greater of:

1. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
2. The outstanding balance of the initial loan, less any amounts for taxes, overdue payments, overdue payment charges, penalties, interest, any charges for early termination of the loan, costs for Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan, and carry-over balances from previous loans.

15. AUTO LEASE PHYSICAL DAMAGE EXTENSION

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance** provision:

If, because of damage, destruction or theft of a covered "auto", which is a long-term leased "auto", the lease agreement between you and the lessor is terminated, "we" will pay the difference between the amount paid under paragraph **C. LIMIT OF INSURANCE 1. or 2.** and the amount due at the time of "loss" under the terms of the lease agreement applicable to the leased "auto" which you are required to pay: less any fees to dispose of the auto; any overdue payments; financial penalties

imposed under a lease for excessive use, abnormal wear and tear or high mileage; security deposits not refunded by the lessor; cost for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan; and carry over balances from previous leases.

This coverage applies only to the initial lease for the covered "auto" which has not previously been leased. This coverage is excess over all other collectible insurance.

SECTION IV - CONDITIONS

16. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The following is added to **SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit Or Loss:**

- d. Knowledge of any "accident", claim, "suit" or "loss" will be deemed knowledge by you when notice of such "accident", claim, "suit" or "loss" has been received by:
 - (1) You, if you are an individual;
 - (2) Any partner or insurance manager if you are a partnership; or
 - (3) An executive officer or insurance manager if you are a corporation.

17. BLANKET WAIVER OF SUBROGATION

Paragraph **5. Transfer Of Rights Of Recovery Against Others To Us, SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions** is replaced by the following:

**5. Transfer Of Rights Of Recovery
Against Others To Us**

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, which have not been waived through the execution of an "insured contract", written agreement, or permit, prior to the "accident" or "loss" giving rise to the payment, those rights to recover damages from another are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after the "accident" or "loss" to impair them.

**18. UNINTENTIONAL FAILURE TO
DISCLOSE INFORMATION**

The following is added to **SECTION IV BUSINESS AUTO CONDITIONS. B. General Conditions**, paragraph 2. **Concealment, Misrepresentation Or Fraud:**

Your unintentional error in disclosing, or failure to disclose, any material fact existing after the effective date of this Coverage Form shall not prejudice your rights under this Coverage Form. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

**19. HIRED AUTO - WORLDWIDE
COVERAGE**

The following is added to **SECTION IV - Business Auto Conditions, B. General Conditions**, paragraph 7. **Policy Period, Coverage Territory** provision:

- e. Outside the coverage territory described in a., b., c., and d. above for an "accident" or "loss" resulting from the use of a covered "auto" you hire, without a driver, or your employee hires without a driver, at your direction, for the purpose of conducting your business, for a period of 30 days or less, provided the suit is brought within The United States of America or its territories or possessions.

SECTION V - DEFINITIONS

20. MENTAL ANGUISH

Paragraph C. **"Bodily injury"**, **SECTION V - DEFINITIONS** is replaced by the following:

- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death or mental anguish resulting from any of these.



Travelers 1st Choice+[®]

**DESIGN PROFESSIONALS LIABILITY COVERAGE
DECLARATIONS**

POLICY NO. 107592877

Travelers Casualty and Surety Company of America
Hartford, Connecticut
(A Stock Insurance Company, herein called the Company)

Important note: This is a claims-made policy. To be covered, a claim must be first made against an insured during the policy period or any applicable extended reporting period.

The limit of liability available to pay settlements or judgments will be reduced by defense expenses. The deductible applies to defense expenses.

This policy is composed of the Declarations, the Professional Liability Coverage, the Professional Liability Terms and Conditions, and any endorsements attached thereto.

ITEM 1	NAMED INSURED: J. A. BRENNAN ASSOCIATES PLLC DBA: Principal Address: 2701 1ST AVE STE 510 SEATTLE, WA 98121-1169
ITEM 2	POLICY PERIOD: Inception Date: March 1, 2025 Expiration Date: March 1, 2026 12:01 A.M. standard time both dates at the Principal Address stated in ITEM 1.

ITEM 9	FORMS AND ENDORSEMENTS ATTACHED AT ISSUANCE: DPL-1001-1108; DPL-2019-0418; PTC-1001-1108; PTC-2072-0511; PTC-19006-0315; PTC-19007-0418; PTC-3047-1214
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The Declarations, the Professional Liability Terms and Conditions, the Professional Liability Coverage, and any endorsements attached thereto, constitute the entire agreement between the Company and the Insured.

Countersigned By _____

IN WITNESS WHEREOF, the Company has caused this policy to be signed by its authorized officers.

J. P. KKK

President

Wendy C. Shy

Corporate Secretary

- D. the dates of the alleged events; and
- E. the reasons for anticipating a **Claim**,

any **Claim** subsequently made against any **Insured** arising out of such **Potential Claim** will be deemed to have been made on the date such notice was received by the Company.

All notices under this section must be sent or delivered to the Company set forth in ITEM 3 of the Declarations and will be effective upon receipt.

IX. RELATED CLAIMS

All **Claims** or **Potential Claims** for **Related Wrongful Acts** will be considered as a single **Claim** or **Potential Claim**, whichever is applicable. All **Claims** or **Potential Claims** for **Related Wrongful Acts** will be deemed to have been made the date:

- A. the first of such **Claims** for **Related Wrongful Acts** was made; or
 - B. the first notice of such **Potential Claim** for **Related Wrongful Acts** was received by the Company,
- whichever is earlier.

X. SUBROGATION

In the event of payment under this policy, the Company is subrogated to all of the **Insured's** rights of recovery against any person or organization to the extent of such payment and the **Insured** will execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** will do nothing to prejudice such rights.

Section X. SUBROGATION does not apply if the **Insured**, prior to the date a **Wrongful Act** is committed, has waived its right of recovery for **Damages** that result from such **Wrongful Act**.

XI. RECOVERIES

All recoveries from third parties for payments made under this policy apply, after first deducting the costs and expenses incurred in obtaining such recovery:

- A. first, to the Company to reimburse the Company for any Deductible amount it has paid on behalf of any **Insured**;
- B. second, to the **Insured** to reimburse the **Insured** for the amount it has paid which would have been paid hereunder, but for the fact that such amount is in excess of the applicable limit hereunder;
- C. third, to the Company to reimburse the Company for the amount paid hereunder; and
- D. fourth, to the **Insured** in satisfaction of any applicable Deductible paid by the **Insured**,

provided that such recoveries do not include any recovery from insurance, suretyship, reinsurance, security or indemnity taken for the Company's benefit.

XII. ACQUISITIONS

If, during the **Policy Period**, the **Named Insured** acquires or forms an entity that performs **Professional Services**, coverage will be provided for such acquired or formed entity and its respective **Insured Persons** for **Wrongful Acts** committed after the **Named Insured** acquires or forms such entity. Coverage for such entity will end 90 days after the acquisition or formation of such entity, or the end of the **Policy Year**, whichever is earlier, unless the Company has agreed to provide such coverage by endorsement.