

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No. _____

Originating Department:	Executive Office
Division/Program: <i>(i.e. Dept. Division and Program)</i>	Non-Departmental
Contract or Grant Administrator:	Tyler Schroeder, Deputy Executive
Contractor's / Agency Name:	City of Bellingham and Small Cities

Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes No

Yes No If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____

Does contract require Council Approval? Yes No 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 No If yes, grantor agency contract number(s): _____ CFDA#: _____

Is this contract grant funded? Yes No If yes, Whatcom County grant contract number(s): _____

Is this contract the result of a RFP or Bid process? Contract _____

Yes No If yes, RFP and Bid number(s): _____ Cost Center: TBD

Is this agreement excluded from E-Verify? No Yes If no, include Attachment D Contractor Declaration form.

- If YES, indicate exclusion(s) below:
- Professional services agreement for certified/licensed professional.
 - Contract work is for less than \$100,000.
 - Contract work is for less than 120 days.
 - Interlocal Agreement (between Governments).
 - Contract for Commercial off the shelf items (COTS).
 - Work related subcontract less than \$25,000.
 - Public Works - Local Agency/Federally Funded FHWA.

Contract Amount:(sum of original contract amount and any prior amendments): \$ <u>\$2,753,625 - (shared cost between parties)</u> This Amendment Amount: \$ _____ Total Amended Amount: \$ _____	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.
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This agreement is entered into between Whatcom County and the Cities of Bellingham, Blaine, Ferndale, Lynden, Everson and Sumas for the purpose of implementing a countywide regional wayfinding and gateway feature placement program.

Term of Contract: Inception begins date all parties have signed Expiration Date: 5 years w/two 5 year renewal options

Contract Routing:	1. Prepared by: <u>TS/TWL</u>	Date: <u>11/13/19</u>
	2. Attorney signoff: <u>KMF</u>	Date: <u>11/21/19</u>
	3. AS Finance reviewed: <u>B Bennett</u>	Date: <u>11/21/19</u>
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____	Date: _____
	6. Submitted to Exec.: _____	Date: _____
	7. Council approved (if necessary): _____	Date: _____
	8. Executive signed: _____	Date: _____
	9. Original to Council: _____	Date: _____

**Interlocal Cooperation Agreement
Between Whatcom County and the Cities of Whatcom County
For the Purpose of Implementing a Countywide Regional Wayfinding and Gateway Program**

This agreement is entered into between Whatcom County ("County") and the Cities of Bellingham, Blaine, Ferndale, Lynden, Everson, and Sumas ("Cities") for the purpose of implementing a countywide wayfinding and gateway feature placement program. This Agreement addresses cost sharing and the two phases of implementation of a Countywide Regional Wayfinding and Gateway Program.

WHEREAS, in 2015 Bellingham Whatcom County Tourism used County and City Lodging Tax Funds to contract with Roger Brooks International to perform an Opportunity Assessment of our region; and

WHEREAS, the Roger Brooks Assessment was presented to the County and Cities (together "Parties") and provided a detailed study that identified several challenges and deficiencies in the County's existing wayfinding system as well as several opportunities that could be capitalized for the greater benefit of the region; and

WHEREAS, in 2017 Bellingham Whatcom County Tourism contracted with a project management firm, MERJE, to identify methods for developing a countywide wayfinding program; and

WHEREAS, Bellingham Whatcom County Tourism worked with MERJE to solicit participation from each of the Cities and the County in developing a comprehensive program that includes sign design, sign placement, and sign content identifying primary and secondary travel routes in the region; and

WHEREAS, the Parties wish to support the project through the implementation phase; and

WHEREAS, the County and the Cities have all agreed to fund the project through their available funds as described in Exhibit B, Cost Sharing Plan, subject to council approval of future budget actions;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

ARTICLE 1. PURPOSE AND SCOPE

The purpose of this Agreement is to establish a coordinated Regional Wayfinding and Gateway Program ("Program"), which is designed to establish a consistent identity throughout the region and provide visitors a seamless journey and experience, which will benefit each community, including Program implementation, budgeting, cost sharing and Program maintenance plan, as outlined herein. The Parties intend that any future task orders entered for said Program be accomplished under the umbrella of and in accordance with this Agreement.

ARTICLE 2. ADMINISTRATION

This Agreement shall be administered by Whatcom County, by and through the Whatcom County Executive or his or her designee. No separate legal or administrative entity is established under this Agreement.

ARTICLE 3. PROGRAM PHASES

The Parties agree to support and fulfil the Program implementation through a three-phase approach.

1. Phase 1: Implementation Planning and Budgeting. Program implementation planning and budgeting includes but is not limited to:

A. Washington State Department of Transportation (WSDOT) Signage review:

1. City of Bellingham shall initiate the required Washington State Department of Transportation (WSDOT) review and approval for signage on WSDOT right-of-ways.
2. When coordination between the other Parties is needed for the WSDOT review, all Parties will facilitate that review in an expedient manner. Whatcom County's Project Manager will coordinate responses, as appropriate.
3. City of Bellingham and Whatcom County agree to equally share in the cost of WSDOT review, in an amount not to exceed \$40,000 collectively.

B. Program Management:

1. Whatcom County will issue a Request for Qualifications (RFQ) to hire a Program Management firm or Program Manager. The County will contract with the Program Management Firm or Program Manager on behalf of the Parties, who will oversee the following, or similar tasks:
 - a. Work with MERJE to complete a bid-ready set of construction documents, including engineering review of the documents, provided by a Washington State licensed engineer. This may require hiring an engineering firm directly.
 - b. Develop an updated engineer's cost estimate of the bid-ready construction plans.
 - c. Develop a Management and Maintenance plan, utilizing the Management & Maintenance Wayfinding Tools, March 29, 2018 document as a framework as outlined in Exhibit A, Management and Maintenance Project Plan.
 - d. Other tasks as determined in consultation with the Parties.

C. Program Budget:

1. Whatcom County shall set up a separate County cost center for the purposes of tracking and auditing the revenue and expenditures for the Program.
2. All Parties shall engage their respective committees and council to secure the required funding commitment for the implementation of the Program prior to the end of 2019.
3. All Parties will pay their proportionate share, based upon Exhibit B, of the cost of the Program Management Services described in section 3.1.B, including all costs to complete engineering and a bid-ready set of construction documents and specifications.

2. Phase 2: Program Management, Design, Procurement and Installation.

A. Cost Sharing Agreement:

1. The Parties will provide Whatcom County with revenue to carry out the Program as outlined in Exhibit B, Cost-Sharing Plan, subject to subsection 3.2.C below, and as modified by task order entered pursuant to Article 4.
2. The respective cost-share of each Party for all management, design, procurement, and installation related to the Program shall be as outlined in Exhibit B, Cost-Sharing Plan, subject to subsection 3.2.C below. Parties will be billed for actual costs commensurate for their respective share as set forth in Exhibit B for the purposes specified in this Agreement, or as otherwise modified pursuant to subsection 3.2.C.
3. This Cost Sharing Plan may be amended based upon updated design, fabrication methods, implementation strategy, financing strategy, engineer's estimate, etc., pursuant to subsection 3.2.C and through execution of a task order per Article 4.
4. Each jurisdiction agrees to work with the Program Manager to finalize their respective jurisdiction's vehicular, parking, and/or pedestrian portion of the Program cost estimates of the Cost Sharing Agreement.

B. Program Management:

1. Whatcom County shall contract for the Program Management services for Phase 2 implementation.
2. Whatcom County's responsibility to contract for the Program Management services of Phase 2 implementation will include

procurement, bidding, contract management, installation oversight, approval process, project acceptance, and other activities related to Program management; except as otherwise directed pursuant to subsection 3.2.C and task order under Article 4.

C. Choices by Parties and Costs:

1. Approval Authority. Each of the Parties shall have the authority to approve or disapprove the design, materials, and implementation strategy and methods for any sign or other products developed under this Agreement for use within its jurisdiction. None of the Parties shall be required to share in the costs of design, procurement, or installation of signs or other products produced under this Agreement which they have not previously approved, including costs identified in Exhibit B. Said approval of a Party shall be entered by task order.
2. Independent Bids. Each of the Parties shall have the right to procure, acquire, and install any agreed upon sign or product design through its own separate public bidding, purchasing, procurement, or installation process, at its own expense.

3. Phase 3: On-going Management, Maintenance, Replacement, and Decommissioning Plan.

1. The Parties will prepare a long-term Management, Maintenance and Replacement and Decommissioning Plan ("Plan") that will incorporate findings and recommendations into a separate interlocal agreement or an amendment of this Agreement.
2. The Parties will pay their fair share of all long-term management, maintenance, replacements, and decommissioning related to the Program, in the proportion established in Exhibit B, unless otherwise modified pursuant to subsection 3.2.C above. Parties will be billed for actual costs commensurate for their respective share, for the purposes specified in the Plan.

4. Property Ownership. For any personal or real property ("Property") acquired pursuant to expenditures identified in Exhibit B of this Agreement; the ownership of such Property shall be determined by its locus. Property to be located within one of the Cities shall become the Property of that City. Property located in the County but outside any of the Cities shall become the Property of the County. Property with an indeterminate location, shall become the Property of the County.

ARTICLE 4. MANAGEMENT AND ADDITIONAL COMMITMENTS

During the term of this Agreement, individual Parties may make independent decisions on the subject of this Agreement, best suited to that individual community, which will result in an exceedance or reduction of the costs outlined in Exhibit B and may increase or reduce its individual cost allocation and pro rata share set forth in Exhibit B. Decisions by individual Parties resulting in cost allocations or pro rata shares at variance with Exhibit B, shall be accomplished by task order in accordance with this Article 4.

4.1 *Services, Materials, and Products Defined by Task Order.* Consistent with the achievement of a common objective to further the purpose of this Agreement, each Party may make independent decisions regarding services, materials, and products as described in subsection 3.2.C, which may increase or decrease its cost allocation and pro rata share otherwise due under Exhibit B. Any such independent decision shall be reflected by execution of a task order by the Party, which shall describe the variation in services, materials, and/or products resulting in a change to Exhibit B. Specification of services, materials, and/or products for each Party shall be delineated in sequentially numbered task orders.

4.2 *Agreement for Task Order and Funding.* Each task order shall be signed by the authorized signer for the Party providing the task order and shall be delivered to the County. Any task order which by its own terms requires the written agreement of one or more other Parties shall identify such Parties and be signed by the authorized signer for each of them. Funding for each task order, each Parties share of such funding or expense, and any limitations thereon, shall also be specified and agreed upon in each separate task order. The maximum budget for a task order shall not be exceeded without the mutual written agreement of the Parties to the task order by execution of an amended task order. In the event one Party unilaterally directs an outside consultant to expand the scope of work or increase the cost beyond what is authorized a task order entered in accordance with this Agreement, said Party providing such direction to the consultant shall be solely responsible for that portion of the cost in excess of the maximum budget agreed upon.

4.3 *Minimum Process Requirements.* The acquisition of any additional outside services or materials pursuant to this Agreement, shall comply with the minimum requirements applicable to the Parties under federal and state law, and local ordinances and policies, including without limitation requirements for requests for qualifications, requests for proposals, and for bidding.

4.4 *Ownership of Property Acquired.* For any Property acquired pursuant to a task order, the task order shall specify the Party which will own and be responsible for the Property. No Party shall obtain, accept, or acquire any real or personal property under this Agreement, in excess of what is authorized herein, without executing a task order or amendment of this Agreement specifying the manner of acquiring, holding and disposing of real and/or personal property.

ARTICLE 5. PAYMENT

5.1 *Invoice Transmittal.* Following receipt by any Party of an invoice from the County for services and/or materials authorized pursuant to Exhibit B or a task order, said Party shall transmit a copy of the invoice for such services and/or materials to the County along with payment. The Parties shall make a good faith effort to review invoices without delay and to indicate any disapproval of same in writing within one (1) week of their receipt. The Parties shall attempt to resolve payment disputes as quickly as possible.

5.2 *Failure to Pay.* In the event that a Party does not pay its share of an invoice for its obligations under Exhibit B or an agreed task order within thirty (30) days from the date of receipt, the County may provide the non-paying Party a notice of intent to suspend and/or direct the suspension of all or any portion of the work authorized by this Agreement on behalf of the non-paying Party. If no payment or authorization of payment is forthcoming from the non-paying Party within five (5) days of its receipt of a notice of intent to suspend work, the County may in its sole discretion suspend and/or direct the suspension of all or any portion of the work authorized by this Agreement on behalf of the non-paying Party. The County shall under no circumstances be required to pay the non-paying Party's share, but may do so in its sole discretion without prejudice to any future determination that the non-paying Party is liable for reimbursement of such payment under this Agreement.

ARTICLE 6. DURATION

This Agreement shall be effective upon signature of the Parties and shall remain in effect for five (5) years, unless otherwise earlier terminated pursuant to Article 5. The Parties may extend the term of this Agreement for two (2) additional five (5) year terms by mutual written agreement.

ARTICLE 7. TERMINATION AND WITHDRAWAL

7.1 *Required Notice.* This Agreement may be terminated by the County, or by any three other Parties at any time, with or without cause, by providing ninety (90) days prior written notice thereof to the other Parties.

7.2 *Costs and Fees.* Upon termination, each Party shall be responsible for its share of the fees and costs incurred up to the date of termination in accordance with the terms herein.

7.3 *One Party Withdrawal.* Except for the County, one or two Parties may not unilaterally terminate this Agreement, but any Party may withdraw from it by providing ninety (90) days prior written notice. Upon withdrawal, each withdrawing Party shall be responsible for its share of the fees and costs incurred up to the date of withdrawal in accordance with the terms herein.

7.4 *Disputes.* In the event the Parties cannot agree to resolution of any dispute relating to termination within sixty (60) days before or after of the termination date of this Agreement, then the dispute shall be processed in accordance with Section 8.2 herein before any litigation is initiated.

ARTICLE 8. ADMINISTRATIVE; OTHER PROVISIONS

8.1 *Notice.* All Parties agree to coordinate with the implementation and maintenance of the Program by identifying the appropriate representative in their respective Administration and Public Works Departments and will submit contact information to the Whatcom County Administrative Services Coordinator within 30 days of execution of this Agreement. The County shall then distribute said contact information to the Cities. Notice shall be deemed received by a Party if and when it is either hand delivered, faxed, mailed, or emailed to such address as is provided by such Party. Facsimile or email transmission or retransmission of any signed original document shall be the same as delivery of an original document.

8.2 *Dispute Resolution.* Any dispute arising out of the terms and conditions of this Agreement shall first be subject to the following mediation process. If a dispute shall arise, a meeting shall be held promptly between the Parties to attempt in good faith to negotiate a resolution to the dispute. For purposes of this section 8.2 "promptly" shall mean within fourteen (14) calendar days of a Party requesting a meeting to resolve a dispute. If within ten (10) days after such meeting the Parties have not succeeded in resolving the dispute, then the dispute shall be mediated. Any Party may provide written notice to the others that the dispute shall be submitted to mediation and a mediator shall be selected. In the event that within seven (7) days of receipt of said written notice the Parties are unable to agree on a mediator, any Party may request appointment of a mediator by the Whatcom County Superior Court. The Parties shall cooperate to assure that mediation occurs in a timely manner and shall supply all materials provided to the mediator to the other Parties at least two (2) days before mediation. Engaging in mediation shall not affect any claim, right, remedy, or defense of any Party. Should mediation prove unsuccessful, all claims, rights, remedies and defenses of each party shall be preserved.

8.3 *Parties Are Separate Entities.* The Parties are separate and independent public entities operating pursuant to the terms and conditions of this Agreement. No agent, employee, or representative of a Party to this Agreement shall be deemed to be an agent, employee, or representative of any other Party for any purpose.

8.4 *Mutual Release.* To the extent permitted by law, each Party hereby releases every other Party, its successors and assigns, council members, officers, employees, agents, and representatives from any and all claims, losses, injuries, harm, liabilities, damages, costs, charges and expenses including all reasonable and necessary attorney's fees incurred in connection with performance under this Agreement.

8.5 *Mutual Indemnification.* Each Party shall indemnify, defend, and hold harmless each and every other Party, its officers, agents and employees from all suits, claims or liabilities of any nature, including attorney fees, costs and expenses, for or on account of injuries or damages sustained by any person or property resulting from acts or omissions of said Party, its agents or employees in connection with performance under this Agreement.

8.6 *Nonwaiver of Breach.* Failure of any Party at any time to require performance of any provision of this Agreement shall not limit such Party's right to enforce such provision, nor shall any waiver of any breach of any provision of this Agreement constitute a waiver of any succeeding breach of such provision or a waiver of such provision itself.

8.7 Severability. If any term or provision of this Agreement or the application thereof to any person, entity or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement and the application of such term or provision to persons, entities or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

8.8 Governing Law. The laws of the State of Washington shall govern any disputes arising under this Agreement.

8.9 Venue. Subject to section 8.2 herein, any disputes shall be adjudicated in the Superior Court for Whatcom County, Washington, unless otherwise agreed.

8.10 Section Headings. Section headings or captions are for reference only and shall not affect the construction or interpretation of this Agreement.

8.11 Applicability. This Agreement shall not supersede any existing agreements, interlocal agreements and amendments to interlocal agreements in effect between any of the Parties as of the date of this Agreement.

8.12 Entire Agreement – Modifications Must Be In Writing. This Agreement constitutes the entire agreement between the Parties as to the matters contained herein. This Agreement may be modified in writing only, upon mutual agreement of the Parties.

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, 2019.

City of Bellingham signature page for agreement with _____.

DATED this _____ day of _____, 20__, for the **CITY OF BELLINGHAM:**

Mayor

Attest:

Finance Director

Departmental Approval:

Approved as to Form:

Office of the City Attorney

Accepted for City of Blaine

Mayor of Blaine

Attested by: _____

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

On this ___ day of _____, 2019, before me personally appeared Bonnie Onyon, to me known to be the Mayor of Blaine 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
_____. My commission expires _____.

Accepted for City of Ferndale

Mayor of Ferndale

Attested by: _____

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

On this ___ day of _____, 2019, before me personally appeared John Mutchler, to me known to be the Mayor of Ferndale 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
_____. My commission expires _____.

Accepted for City of Lynden

Mayor of Lynden

Attested by: _____

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

On this ___ day of _____, 2019, before me personally appeared Scott Korthius, to me known to be the Mayor of Lynden 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
_____. My commission expires _____.

Accepted for City of Everson

Mayor of Everson

Attested by: _____

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

On this ___ day of _____, 2019, before me personally appeared John Perry, to me known to be the Mayor of Everson 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
_____. My commission expires _____.

Accepted for City of Sumas

_____ Attested by: _____
Mayor of Sumas

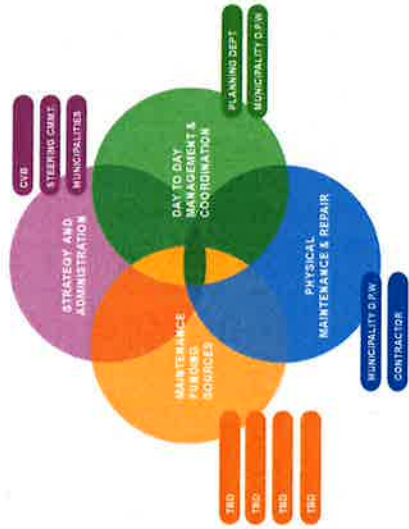
STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

On this ___ day of _____, 2019, before me personally appeared Kyle Christensen, to me known to be the Mayor of Sumas 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 _____.
My commission expires _____.

Exhibit A

MANAGEMENT & MAINTENANCE



Sign Longevity	0-4 Years	5-9 years	10-15+ years
Design and Planning	Design, General Evaluation of positive and negative aspects of the system. Planning, City in-house maintenance based on new requests and circulation/direction updates.	Design, General Evaluation of positive and negative aspects of the system. Planning, Contract with a consultant to make a major change to the City and necessary system adjustments, 1 or 2 updates possible during the line period.	If the system has not been analyzed since implementation, a major updating is likely to be needed. Outside consultants will be required to analyze the system, as well as make suggested changes based on new circulation, destinations, etc.
Vandalism	Annual cleaning/repair. Stickers and graffiti are most common. Cleaning solvents and Goo-Gone are typical products utilized.	Parts replacements and full sign replacement as needed. Cleaning solvents and Goo-Gone are typical products utilized.	Parts replacements / full sign replacement as needed. Cleaning solvents and Goo-Gone are typical products utilized.
Cleaning Schedule	Annual Cleaning	Annual Cleaning	Annual Cleaning
Management / Administration	Weekly coordination with quarterly coordination with City and fabricator during year 1 and 2. Day-to-day monitoring of the system, based on the City's observations, safety issues and citizens reports.	Annual coordination between City and fabricator during year 1 and 2. Day-to-day monitoring of the system, based on the City's observations, safety issues and citizens reports.	Annual coordination between City and fabricator during year 1 and 2. Day-to-day monitoring of the system, based on the City's observations, safety issues and citizens reports.
Breakaway Product: Transpo	Maintenance Free - Covered under Warranty for 3 years.	Maintenance Free - consider general review as part of yearly inspection process.	Maintenance Free - consider general review as part of yearly inspection process.
Reflectivity Life Span: 3M High Intensity Diamond Grade	Covered under warranty for 5-8 years Covered under warranty for 3 years.	Covered under warranty for 5-9 years Reflectivity may be effective beyond the warranty period, individual signs may require shading to be replaced during this time period.	Reflectivity becomes less effective, if not previously replaced, 10 - 15 years is the maximum lifespan.
Sign Longevity	0-4 Years	5-9 years	10-15+ years
Custom Color Life Span: 3M High Intensity Diamond Grade	Color generally maintained over warranty period. Once the direction sign panel is fading.	Fading may begin depending on the direction sign panel. Some individual signs may require shading to be replaced during this time period.	Fading occurs, if not previously replaced, 10-15 years is the maximum lifespan.
General Materials: Aluminum Sign Panels & Posts	Specifications require 5 year fabricator warranty for workmanship. General wear-and-tear maintenance required.	General wear-and-tear maintenance required.	General wear-and-tear maintenance required.
Painted Surfaces	Covered under manufacturers warranty. General maintenance and touch-up will be required.	Warranty expires. Typically color holds up beyond warranty period. Fading may begin depending on the direction sign panel is fading. Individual signs may require individual parts to be replaced during this time period.	Fading occurs - based on direction sign panel is fading - 10 - 15 years is the maximum lifespan to expect.
Sign Panels / Fasteners	Specifications require 5 year fabricator warranty for workmanship. General repairs and replacement due to auto incidents or vandalism. Inspect welds and fasteners for connection integrity.	Quantity of repairs increases, if not maintained previously, inspect welds and fasteners for connection integrity.	Consider full inventory of system and repairs based on consistency of maintenance and up-keep over the years.
Brackets / Fins / Details	Specifications require 5 year fabricator warranty. General repairs and replacement of parts due to auto incidents or vandalism. Inspect welds and fasteners for connection integrity.	Quantity of repairs increases, if not maintained previously, inspect welds and fasteners for connection integrity.	Consider full inventory of system and repairs based on consistency of maintenance and up-keep over the years.
Concrete Foundations	Maintenance free. Inspect structural integrity - similar to any construction project.	Maintenance free. Inspect structural integrity - similar to any construction project.	Maintenance free. Inspect structural integrity - similar to any construction project.

Exhibit A

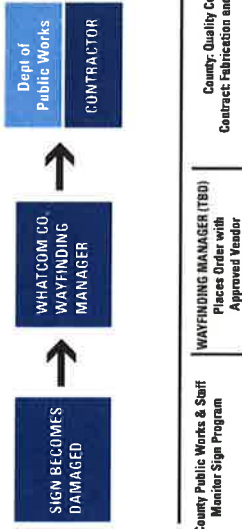
MANAGEMENT & MAINTENANCE

ANNUAL BUDGETS:
Generally 10% - 15% of the total phasing cost should be established for annual maintenance of the system.
Initial "attic stock" of parts should be included in the base bid of each phase of the project.
By purchasing materials and parts in a large quantity a yet to be determined authority or individual jurisdictions will reduce its overall costs. Attic stock can include poles (painted), sign panels (painted/no lettering), brackets finished and painted, and other parts.

MANAGEMENT
The establishment of a governing body that oversees the funding, maintenance and expansion. A project manager must be assigned the responsibility of the day to day management of the system.

MAINTENANCE FUNDING AND CONTRACTS
Maintenance should be a shared responsibility between a yet to be determined authority or individual jurisdictions and the programs Stakeholders.
Average annual maintenance budget is 10% - 15% of the total project construction cost.

DAY-TO-DAY MAINTENANCE PROCESS FOR REPAIR OR REPLACEMENT OF EXISTING SIGNS



LONG TERM MAINTENANCE PROCESS FOR ADDITION, SUBTRACTION or ALTERATIONS TO THE SYSTEM (annual)

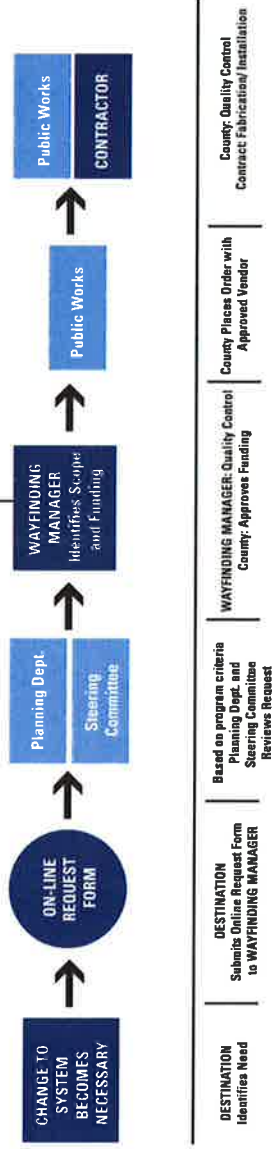


Exhibit B

WAYFIND FUNDING STRATEGY

	County	Bellingham	Blaine	Everson	Ferndale	Lynden	Sumas	Lummi Nation	Project Total
Gateways - County	196,000								196,000
Gateways - City		92,600	3,900	25,100	21,400	24,800	36,000	19,300	223,100
Gateways - Port Airport	27,000								27,000
Regional Wayfinding - Mountaintain	76,400								76,400
Regional Wayfinding - Birch Bay	159,500								159,500
Regional Wayfinding - Lummi Island	29,850								29,850
Regional Wayfinding - Pt. Roberts	44,350								44,350
Vehicular Directional		685,550	154,600	20,450	125,500	236,750	29,850	35,100	1,287,800
Implementation Costs	39,675	39,675	39,675	39,675	39,675	39,675	39,675	39,675	317,400 *
Vehicular Total	572,775	817,825	198,175	85,225	186,575	301,225	105,525	94,075	2,361,400
Economic Development (EDI) Fund		(50% of Vehicular) 408,913	(50% of Vehicular) 99,088	(85% of Vehicular) 80,964	(50% of Vehicular) 93,288	(50% of Vehicular) 150,613	(95% of Vehicular) 100,249		933,113
Port of Bellingham's Share (50% of their share)	27,000	59,000							86,000
WWU's Share		20,000							20,000
LTAC or Municipal Funding	545,775	329,913	99,088	4,261	93,288	150,613	5,276	94,075	1,322,288
Parking and Pedestrian - Port Share (3 Waterfront/Ferry)		24,600							24,600
Parking and Pedestrian - City LTAC or Other		173,000	41,400	9,500	19,000	45,800			288,700
Municipal Cost for Full Implementation	502,913	140,488	13,761	112,288	196,413	5,276	94,075		1,610,988
Total Program Cost (No Freeway)									2,674,700

* There should be an opportunity for savings in this line item if implemented all at once.