

**WHATCOM COUNTY CONTRACT  
INFORMATION SHEET**

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

Originating Department:	Parks
Division/Program: <i>(i.e. Dept. Division and Program)</i>	Administration
Contract or Grant Administrator:	Michael McFarlane
Contractor's / Agency Name:	University of Washington for Pacific Northwest Seismic Network
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"/> Yes <input checked="" type="radio"/> No <input 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 type="radio"/> No <input checked="" type="radio"/> If yes, RFP and Bid number(s): _____ 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: <input 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 checked="" type="checkbox"/> Interlocal Agreement (between Governments). <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
Contract Amount:(sum of original contract amount and any prior amendments): \$ -0- _____ This Amendment Amount: \$ _____ Total Amended Amount: \$ _____	Council approval required for; all property leases, contracts or bid awards <b>exceeding \$40,000</b> , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, <b>except when</b> : 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: _____	
Request authorization for the County Executive to enter into a site access agreement with University of Washington on behalf of Pacific Northwest Seismic Network (PNSN) to install seismic monitoring equipment at South Fork County Park (Nesset Farm parcel)	
Term of Contract: 5-years	Expiration Date: 12.15.25

Contract Routing:	1. Prepared by: <u>Michael McFarlane</u>	Date: <u>12/18/20</u>
	2. Attorney signoff: <u>Via Email: Brandon Waldron</u>	Date: <u>12/18/20</u>
	3. AS Finance reviewed: _____	Date: _____
	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: _____

## Site Access Agreement for Seismic Monitoring

Date: 11 December 2020

This Site Access Agreement ("Agreement") is between Whatcom County Parks Department as property owner and the University of Washington, a state institution of higher education ("UW") on behalf of the Pacific Northwest Seismic Network ("PNSN"), a cooperative organization whose members include UW, the University of Oregon and the U.S. Geologic Survey.

### RECITALS

- A. PNSN is conducting research in Washington and Oregon identifying earthquake hazards, assessing earthquake risks, and monitoring seismic activity with emphasis on data contribution to *ShakeAlert*, an Earthquake Early Warning system.
- B. This research includes installing equipment at various sites and Grantor wishes to support PNSN by granting access for this purpose.

### TERMS

- Ownership.** Grantor owns the real property ("Property") located at:  
Physical Address: 6176 Saxon Rd, Saxon, WA 98244  
Tax Parcel #(s): 3705214943530000  
optional: as further depicted/legally described on Exhibit A.  
Equipment Location: Outdoors northeast of caretaker's building  
optional: as further depicted on Exhibit A or B  
Latitude: +48.683270 Longitude: -122.160788  
Station Name: UW.SAXON
- Permission.** At UW's sole cost, Grantor grants PNSN and PNSN's members permission to enter the Property for the limited purpose of conducting seismic monitoring, operation, maintenance and retrieval of data. This includes the right to construct, install, inspect, relocate, and maintain telecommunications equipment ("Equipment").
- Term and Termination of the Agreement.** This Agreement will be in effect from 16 December 2020 and will continue through 15 December 2025 and then automatically renew every five (5) years. Either party may terminate this Agreement at any time by providing at least ninety-(90)-days' written notice to the other party.

4. Installation, Operation & Removal.
  - a. PNSN will notify Grantor prior to installing any Equipment on the Property. Entry onto the Property by PNSN may occur only at reasonable times after reasonable notice to Grantor as provided below in Section 9(b). While on the Property, PNSN will use all reasonable efforts not to interfere with Grantor's use of the Property.
  - b. If the Equipment is located within Grantor's building, PNSN may use one (1) 120-volt outlet for backup low-level power that is expected to draw no more than 10 watts.
  - c. In order to record seismic activity, the Equipment must be located so that it does not move during seismic events. As a result, placement of the Equipment may require anchoring, fixing or bolting of the Equipment to the Property with the prior approval of Grantor.
  - d. PNSN will install, maintain, and operate the Equipment in accordance with applicable law and with all reasonable precaution to avoid damage to Grantor's land or property.
  - e. Upon termination of this Agreement, PNSN will remove the Equipment and restore areas of the Property on which the Equipment was located to their pre-existing condition (as nearly as possible) prior to the commencement of activities under this Agreement. This removal and restoration will be completed within ninety (90) days after the date of termination unless extended by the mutual agreement of the parties, such agreement not to be unreasonably withheld.
5. Condition of the Property. UW acknowledges that (a) Grantor has made no representation or warranty concerning the condition of the Property or the fitness of its use for seismic monitoring and, (b) entry onto the Property is accepted strictly in an "as is" condition and solely at the risk of PNSN and its members.
6. Right to Remove Equipment. Equipment located on the Property will not become a fixture. PNSN will have the right to remove any or all of the Equipment at any time.
7. Liens. PNSN shall not permit any mechanics or other liens to be filed against the Property by reason of labor or materials furnished to the Property by PNSN.
8. Liability/Insurance. Grantor shall be reimbursed for losses arising from property damage caused in whole or in part by the negligent act or omission of any employee or agent of the UW or PNSN while performing activities under this Agreement. Grantor assumes no liability for loss or damage to the Equipment or for injuries to UW's agents, contractors, employees or representatives while in, on, or about the Property.

9. Notices.

- (a) General Notices. Notices to the other party, for matters not involving access and entry to the Property, will be effective three (3) days after mailing in the US mail, postage prepaid, certified or registered mail, return receipt requested. Any notice by personal delivery will be deemed given when actually delivered.

To Grantor at:

ATTN: DIRECTOR  
Name: WHATCOM COUNTY PARKS + REC DEPT.  
Address: 3373 MT BAKER HIGHWAY  
BELLINGHAM WA 98226  
Phone: (360) 778-5850  
Email: PARKS@CO.WHATCOM.WA.US

To UW/PNSN at:

University of Washington  
PNSN  
Campus Box 351310  
Seattle, WA 98195-1310  
Phone: (206) 616-0942  
e-mail: [pnsn-admin@uw.edu](mailto:pnsn-admin@uw.edu)

- (b) Notices for Access and Entry to the Property. Grantor's preferred means for being contacted when PNSN is planning to access and enter the Property is by  phone,  e-mail, or  not all. Notices for access and entry to the Property shall be provided to Grantor as set forth above in Section 9(a) unless as may be alternatively provided below:

Name: MICHAEL MCFARLANE, DIRECTOR  
Phone: (360) 778-5850  
Email: PARKS@CO.WHATCOM.WA.US

10. Transfer or Sale of Property. Grantor will notify (a) UW of any sale or transfer of the Property at least thirty (30) days prior to such sale or transfer and (b) any third-party purchaser/transferee of the Property of the existence and terms of this Agreement.

11. Authority. Grantor represents and warrants that Grantor owns the Property and has the legal authority to enter into this Agreement and grant UW the access it provides.

**AGREED TO BY:**

**GRANTOR**

**UW**

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

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

Name: SATPAL SINGH SIDHU

Name: Paul Bodin

Title: WHATCOM COUNTY EXECUTIVE

Title: Network Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_