

**WHATCOM COUNTY CONTRACT  
INFORMATION SHEET**

Whatcom County Contract No.  
**202205003**

Originating Department:	Public Works
Division/Program: <i>(i.e. Dept. Division and Program)</i>	Stormwater-NPDES-950510
Contract or Grant Administrator:	Kate Rice
Contractor's / Agency Name:	Action Research

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: 10860.544410

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.  Goods and services provided due to an emergency
- Contract work is for less than \$100,000.  Contract for Commercial off the shelf items (COTS).
- Contract work is for less than 120 days.  Work related subcontract less than \$25,000.
- Interlocal Agreement (between Governments).  Public Works - Local Agency/Federally Funded FHWA.

Contract Amount:(sum of original contract amount and any prior amendments):  
 \$ 74,340.00

This Amendment Amount:  
 \$ \_\_\_\_\_

Total Amended Amount:  
 \$ \_\_\_\_\_

Summary of Scope:

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:**

- Exercising an option contained in a contract previously approved by the council.
- Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance.
- Bid or award is for supplies.
- Equipment is included in Exhibit "B" of the Budget Ordinance.
- 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.

The purpose of the project is to develop an outreach program to foster behavior changes related to proper disposal of moderate-risk hazardous waste in Whatcom County. The current project will focus on residents living in the Birch Bay Watershed and Lake Whatcom Watershed. The Stormwater Division provides an advanced level of service in these two watersheds through stormwater utility fees. Although the pilot will focus on these two areas, it will be designed such that the strategies demonstrated

Term of Contract: \_\_\_\_\_ Expiration Date: 12/31/23

- |                   |  |                        |
|-------------------|--|------------------------|
| Contract Routing: | 1. Prepared by: <u>Kate Rice</u>                       | Date: <u>4/28/22</u>   |
|                   | 2. Attorney signoff: <u>Christopher Quinn</u>          | Date: <u>5/2/2022</u>  |
|                   | 3. AS Finance reviewed: <u>Brad Bennett(email)</u>     | Date: <u>5/4/22</u>    |
|                   | 4. IT reviewed (if IT related): _____                  | Date: _____            |
|                   | 5. Contractor signed: <u>Satpal Sidhu</u>              | Date: _____            |
|                   | 6. Submitted to Exec.: _____                           | Date: <u>5/26/2022</u> |
|                   | 7. Council approved (if necessary): <u>AB-2022-290</u> | Date: _____            |
|                   | 8. Executive signed: _____                             | Date: _____            |
|                   | 9. Original to Council: _____                          | Date: _____            |

**WHATCOM COUNTY  
PUBLIC WORKS DEPARTMENT**

**Jon Hutchings  
Director**



**STORMWATER**  
322 N. Commercial, Suite 224  
Bellingham, WA 98225  
Main: (360) 778-6230  
FAX: (360) 778-6201  
[www.whatcomcounty.us](http://www.whatcomcounty.us)

**MEMORANDUM**

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

**THROUGH:** Jon Hutchings, Public Works Director

**FROM:** Kraig Olason, Stormwater Program Manager  
Kate Rice, Stormwater Program Specialist

**DATE:** APRIL 28, 2022

**RE:** Stormwater Hazardous Waste Outreach Program

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**Requested Action**

Public Works respectfully requests that the County Executive and the Whatcom County Council enter into a contract for services between Action Research and Whatcom County for the sum of \$74,340, for the purpose of developing an outreach program to foster behavior changes related to proper disposal of moderate-risk hazardous waste.

**Background and Purpose**

Whatcom County is regulated by a National Pollutant Discharge Elimination System (NPDES) Western Washington Phase II Municipal Stormwater Permit. The Permit, administered by the Washington State Department of Ecology includes requirements for conducting public education and outreach and specifically requires social marketing.

The purpose of the project is to develop an outreach program to foster behavior changes related to proper disposal of moderate-risk hazardous waste, such as paint, oil, and yard chemicals, in Whatcom County. The current project will focus on residents living in the Birch Bay Watershed and Lake Whatcom Watershed. The Stormwater Division provides an advanced level of service in these two watersheds through stormwater utility fees. Although the pilot will focus on these two areas, it will be designed such that the strategies demonstrated to be effective can be scaled up to other similar areas of the County.

**Funding Amount and Source**

The contract will be in the amount of \$74,430 and funded through the NPDES budget (10860.544410).

Please contact Kate Rice at extension 6302, if you have any questions or concerns regarding the terms of this agreement.

Encl.

Whatcom County Contract No.  
202205003

**CONTRACT FOR SERVICES**  
**Between Whatcom County and Action Research**

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

- General Conditions, pp. 1 to 13,
- Exhibit A (Scope of Work), pp. 14 to 18,
- Exhibit B (Compensation), pp. 19 to 20,
- Exhibit C (Certificate of Insurance).

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

The term of this Agreement shall commence on the 24 day of May, 2022, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31 day of December, 2023.

The general purpose or objective of this Agreement is to: complete a hazardous waste community-based social marketing project, as more fully and definitively described in Exhibit A hereto. The language of Exhibit A controls in case of any conflict between it and that provided here.

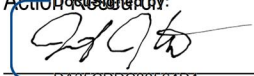
The maximum consideration for the initial term of this agreement or for any renewal term shall not exceed \$ 74,340.00. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

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

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

**IN WITNESS WHEREOF**, the parties have executed this Agreement this 5/26/2022 day of May, 2022.

**CONTRACTOR:**

Action Research:  
  
\_\_\_\_\_ 5/26/2022  
DJA35CDPC80564D4  
Jennifer Tabanico, President

**CONTRACTOR INFORMATION:**

Action Research

Jennifer Tabanico, President

Address:

3630 Ocean Ranch Blvd.

Oceanside, CA 92056

760-722-4000

tabanico@actionresearch-inc.com

**WHATCOM COUNTY:**

**Recommended for Approval:**

Jon Hutchings 5/26/2022  
Public Works Director Date

**Approved as to form:**

Christopher Quinn 5/26/2022  
Senior Deputy Prosecuting Attorney-Civil Division Date

**Approved:**

Accepted for Whatcom County:

DocuSigned by:  
Satpal Sidhu 5/26/2022  
By: Satpal Singh Sidhu, Whatcom County Executive



## GENERAL CONDITIONS

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

0.1 Scope of Services:

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

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

10.1 Term:

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

10.2 Extension:

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

11.1 Termination for Default:

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

11.2 Termination for Reduction in Funding:

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

11.3 Termination for Public Convenience:

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

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

20.1 Accounting and Payment for Contractor Services:

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

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

21.1 Taxes:

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

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

22.1 Withholding Payment:

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

23.1 Labor Standards:

The Contractor 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,

Contract for Hazardous Waste Community-Based Social Marketing Services

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 Contractor:

The Contractor's services shall be furnished by the Contractor as an independent contractor, and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent contractor.

The Contractor acknowledges that the entire compensation for this Agreement is specified in Exhibit "B" and the Contractor is not entitled to any benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to employees of the County. The Contractor represents that he/she/it maintains a separate place of business, serves clients other than the County, will report all income and expense accrued under this contract to the Internal Revenue Service, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.

Contractor will defend, indemnify and hold harmless the County, its officers, agents or employees from any loss or expense, including, but not limited to, settlements, judgments, setoffs, attorneys' fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph

30.2 Assignment and Subcontracting:

The performance of all activities contemplated by this agreement shall be accomplished by the Contractor. No portion of this contract may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the County.

30.3 No Guarantee of Employment:

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

31.1 Ownership of Items Produced and Public Records Act:

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

Ownership. Any and all data, writings, programs, public records, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other materials created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Contractor or the Contractor's subcontractors or consultants for delivery to the County under this Contract shall be the sole and absolute property of the County. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Contractor uses to perform this Contract but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the County is owned by the Contractor and is not "work made for hire" within the terms of this Agreement.

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

pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

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

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

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

31.2 Patent/Copyright Infringement:

Contractor 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 Contractor infringes any patent or copyright. The Contractor 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 Contractor shall be notified promptly in writing by the County of any notice of such claim.
- B. Contractor 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 Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the County or acquired by the Contractor 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. Contractor shall immediately give to the County notice of any judicial proceeding seeking disclosure of such information. Contractor 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 Contractor'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 Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination, and shall make them available for such review, within Whatcom County, State of Washington, upon request. Contractor also agrees to notify the Administrative Officer in advance of any inspections, audits, or program review by any individual, agency, or governmental unit whose purpose is to review the services provided within the terms of this Agreement. If no advance notice is given to the Contractor, then the Contractor agrees to notify the Administrative Officer as soon as it is practical.

34.1 Insurance

The Contractor 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 Contractor, its agents, representatives, subcontractors 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 Contractor 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 Contractor 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 Contractor for a minimum of 36 months following the Completion Date or earlier termination of this Contract, and the Contractor 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 Contractor 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

\$2,000,000.00 Minimum, Annual Aggregate

Contractor 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 Contractor 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 Contractor's and Contractor's subcontractors' insurance policies by way of endorsement for the full available limits of insurance required in this contract or maintained by the Contractor and subcontractor, whichever is greater.
- c. Primary and Non-contributory Insurance. Contractor 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 Contractor'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 Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor 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 Contractor enter into such a waiver of subrogation on a pre-loss basis.
- e. Review of and Revision of Policy Provisions. Upon request, the Contractor 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 Contractor 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 Contractor 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. Contractor 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 Contractor 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 Contractor under this Contract are expressly conditioned upon the Contractor's compliance with all insurance requirements. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract. Payment to the Contractor may be suspended in the event of non-compliance, upon which the County may, after giving five business days' notice to the Contractor 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 Contractor. Upon receipt of evidence of Contractor's compliance, payments not otherwise subject to withholding or set-off will be released to the Contractor.
- j. Workers' Compensation. The Contractor shall maintain Workers' Compensation coverage as required under the Washington State Industrial Insurance Act, RCW Title 51, for all Contractors' employees, agents and volunteers eligible for such coverage under the Industrial Insurance Act.
- k. Failure of the Contractor to take out and/or maintain required insurance shall not relieve the Contractor or subcontractors 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 Contractor 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 Contractor's insurance requirements under this Contract.
- l. Availability of Contractor Limits. If the Contractor 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 Contractor, irrespective of whether such limits maintained by the Contractor 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 Contractor.
- m. Insurance for Subcontractors. If the Contractor subcontracts (if permitted in the contract) any portion of this Contract, the Contractor shall include all subcontractors as insureds under its policies or shall require separate certificates of insurance and policy endorsements from each subcontractor. Insurance coverages by subcontractors must comply with the insurance requirements of the Contractor in this contract and shall be subject to all of the requirements stated herein, including naming the County as additional insured.
- n. The Contractor agrees Contractor'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 Contractor agrees to indemnify, defend and hold the County Contract for Hazardous Waste Community-Based Social Marketing Services

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

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

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

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

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

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

35.1 Non-Discrimination in Employment:

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

Furthermore, in those cases in which the Contractor is governed by such laws, the Contractor shall take affirmative action to insure that applicants are employed, and treated during employment, without regard to their race, color, creed, religion, national origin, sex, age, marital status, sexual orientation (including gender identity), disability, or veteran status, except where such constitutes a bona fide occupational qualification. Such action shall include, but not be limited to: advertising, hiring, promotions, layoffs or terminations, rate of pay or other forms of compensation benefits, selection for training including apprenticeship, and participation in recreational and educational activities. In all solicitations or advertisements for employees placed by them or on their behalf, the Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

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

35.2 Non-Discrimination in Client Services:

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

36.1 Waiver of Noncompetition:

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

37.1 Administration of Contract:

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

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

*Kate Rice, Program Specialist, [krice@co.whatcom.wa.us](mailto:krice@co.whatcom.wa.us)*

37.2 Notice:

Any notices or communications required or permitted to be given by this Contract must be (i) given in writing and (ii) personally delivered or mailed, by prepaid, certified mail or overnight courier, or transmitted by electronic mail transmission (including PDF), to the party to whom such notice or communication is directed, to the mailing address or regularly-monitored electronic mail address of such party as follows:

To Kate Rice: Whatcom County Public Works Stormwater  
322 N. Commercial, St., Suite 224  
Bellingham, WA 98225  
Attention: Kate Rice  
Telephone: (360) 778-6302  
Email: [KRice@co.whatcom.wa.us](mailto:KRice@co.whatcom.wa.us)

To Holly Faulstich: Whatcom County Public Works Stormwater  
322 N. Commercial, St., Suite 224  
Bellingham, WA 98225  
Attention: Holly Faulstich  
Telephone: (360) 778-6290  
Email: [HFaulsti@co.whatcom.wa.us](mailto:HFaulsti@co.whatcom.wa.us)

Any such notice or communication shall be deemed to have been given on (i) the day such notice or communication is personally delivered, (ii) three (3) days after such notice or communication is mailed by prepaid certified or registered mail, (iii) one (1) working day after such notice or communication is sent by overnight courier, or (iv) the day such notice or communication is sent electronically, provided that the sender has received a confirmation of such electronic transmission. A party may, for purposes of this



Agreement, change his, her or its address, email address or the person to whom a notice or other communication is marked to the attention of, by giving notice of such change to the other party pursuant to this Section.

37.3 If agreed by the parties, this Contract may be executed by Email transmission and PDF signature and Email transmission and PDF signature shall constitute an original for all purposes.

38.1 Certification of Public Works Contractor's Status under State Law:

If applicable, Contractor certifies that it has fully met the responsibility criteria required of public works contractors 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 Contractor further certifies, by executing this contract, that neither it nor its principles is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or Agency.

The Contractor also agrees that it shall not knowingly enter into any lower tier covered transactions (a transaction between the Contractor 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 Contractor 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. Contractor shall immediately notify Whatcom County if, during the term of this Contract, Contractor 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](http://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 Contractor Commitments, Warranties and Representations:

Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor 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 Contractor and the County, arising under and by virtue of the Contract Documents, shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions, and decisions of the Administrative Officer shall be final and conclusive.

b. Notice of Potential Claims:

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

c. Detailed Claim:

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

d. Arbitration:

Other than claims for injunctive relief, temporary restraining order, or other provisional remedy to preserve the status quo or prevent irreparable harm, brought by a party hereto (which may be brought either in court or pursuant to this arbitration provision), and consistent with the provisions hereinabove, any claim, dispute or controversy between the parties under, arising out of, or related to this Contract or otherwise, including issues of specific performance, shall be determined by arbitration in Bellingham, Washington, under the applicable American Arbitration Association (AAA) rules in effect on the date hereof, as modified by this Agreement. There shall be one arbitrator selected by the parties within ten (10) days of the arbitration demand, or if not, by the AAA or any other group having similar credentials. Any issue about whether a claim is covered by this Contract shall be determined by the arbitrator. The arbitrator shall apply substantive law and may award injunctive relief, equitable relief (including specific performance), or any other remedy available from a judge but shall not have the power to award punitive damages. Each Party shall pay all their own costs, attorney fees and expenses of arbitration and the parties shall share equally in the Arbitrator's fees and costs. The decision of the arbitrator shall be final and binding and an order confirming the award or judgment upon the award may be entered in any court having jurisdiction. The parties agree that the decision of the arbitrator shall be the sole and exclusive remedy between them regarding any dispute presented or pled before the arbitrator. At the request of either party made not later than forty-five (45) days after the arbitration demand, the parties agree to submit the dispute to nonbinding mediation, which shall not delay the arbitration hearing date; provided, that either party may decline to mediate and proceed with arbitration.

Any arbitration proceeding commenced to enforce or interpret this Contract shall be brought within six years after the initial occurrence giving rise to the claim, dispute, or issue for which arbitration is commenced, regardless of the date of discovery or whether the claim, dispute, or issue was continuing in nature. Claims, disputes, or issues arising more than six years prior to a written request or demand for arbitration issued under this Contract are not subject to arbitration.

e. The parties may agree in writing signed by both parties that a claim or dispute may be brought in Whatcom County Superior Court rather than mediation or arbitration.

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

43.1 Venue and Choice of Law:

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Whatcom. This Agreement shall be governed by the laws of the State of Washington.

44.1 Survival:

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

45.1 Entire Agreement:

This written Agreement, comprised of the writings signed or otherwise identified and attached hereto, represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

**EXHIBIT "A"**  
(SCOPE OF WORK)

## **Project Approach**

### Background

Whatcom County is regulated by a National Pollutant Discharge Elimination System (NPDES) Western Washington Phase II Municipal Stormwater Permit. The Permit, administered by the Washington State Department of Ecology includes requirements for conducting public education and outreach and specifically requires social marketing. The Whatcom County Public Works Stormwater Division works to prevent pollution from stormwater runoff, improve water quality, and protect public and private properties from flooding and erosion in the regulated areas of unincorporated Whatcom County.

### Purpose

The purpose of the project is to develop an outreach program to foster behavior changes related to proper disposal of moderate-risk hazardous waste in Whatcom County. The current project will focus on residents living in the Birch Bay Watershed and Lake Whatcom Watershed. The Stormwater Division provides an advanced level of service in these two watersheds through stormwater utility fees. Although the pilot will focus on these two areas, it will be designed such that the strategies demonstrated to be effective can be scaled up to other similar areas of the County.

### Approach

Many key water quality outcomes are tied directly to human behavior. Consequently, the delivery of effective behavior change programs is essential to achieving the water quality protection goals outlined in the Permit. By far, the most common approach to promoting behaviors that prevent pollution has been through marketing campaigns that aim to increase knowledge and awareness through wide-reaching media efforts such as radio, television, and social media. Although these campaigns are often memorable and recognizable, a growing body of scientific research demonstrates that provision of information rarely results in the adoption of pro-environmental behavior (McKenzie-Mohr, 2011). Pollution prevention behaviors, including hazardous waste disposal, are often more difficult, more costly, or more time-consuming than the alternatives, and simply knowing what to do or recognizing its importance is rarely enough to spark action.

Community-based social marketing (CBSM) has emerged as an effective alternative to traditional education campaigns (McKenzie-Mohr, 1996; 1999; 2011; McKenzie-Mohr, Lee, Schultz, & Kotler, 2011; Schultz & Tabanico, 2007). CBSM is based on social science research demonstrating that behavior change is often most effectively achieved through initiatives delivered at the community level that focus on removing barriers to an activity while simultaneously enhancing the activity's benefits. CBSM brings together knowledge from the field of social marketing with a variety of behavior change "tools" drawn from social psychology, environmental psychology, and other behavioral sciences.

CBSM involves five steps:

1. Selecting which behavior(s) to target;
2. Identifying the barriers and benefits to the selected behavior(s);
3. Developing strategies that reduce the barriers to the behavior(s) to be promoted, while simultaneously enhancing the benefits;
4. Piloting the strategies and determining which are most cost-effective; and,
5. Broadly implementing the most cost-effective strategies and conducting ongoing evaluation.

CBSM has been demonstrated time and again to produce substantial and measurable changes in behavior, and the approach is well suited to address the specific needs of the Stormwater Division. Additionally, because the programs developed under this approach are piloted on a small scale, the program can be refined as needed until there is documented evidence to show that the program works before it is broadly implemented. This research-based approach can prevent spending money on ineffective programs such as large traditional advertising campaigns or a social media presence that do not translate into measurable behavior change.

## **Proposed Work Plan**

### **Phase One: Behavior Prioritization**

Contract for Hazardous Waste Community-Based Social Marketing Services



### Task 1. Kickoff Meeting

The contractor will facilitate a conference call or virtual meeting with County staff and other project stakeholders including the Whatcom County Health Department and Waste Management Program representatives, as appropriate. The purpose of the meeting is to identify project goals, logistics, and clarify project tasks. The contractor will confirm the timelines and dates for meetings, reporting, invoicing, deliverables, and other key milestones. The contractor will also identify communication preferences, clarify review and approval procedures, and define roles and responsibilities.

### Task 2. CBSM Briefing

The contractor will conduct a complimentary two-hour virtual training for County staff and key project stakeholders. The training will include an introduction to the CBSM process and key elements. The overview session will align staff and partners on the goals, procedures, and terminology associated with the community-based social marketing approach. The session will help to ensure that leadership, staff, and partners are equipped at the outset with an understanding of the process and the data gathering activities that will ultimately lead to program elements.

### Task 3. Review Existing Data

The contractor will work with the Stormwater Division, Whatcom County Health Department, Solid Waste Management Program, Disposal of Toxics facility, and others as appropriate, to gather relevant data regarding current hazardous waste disposal priorities and procedures in Whatcom County. Behavior-change programs are most successful when they are focused on just a few, high impact behaviors rather than a laundry list of things people could do. Although the program may educate about all materials, we will address barriers to the most important items. The goal of the data review is to identify the priority focus materials for the barrier and benefit research phase.

### Task 4. Identify Target Behaviors

Using the information gathered in Task 3, the contractor will develop a list of clearly defined behaviors. These disposal behaviors and associated materials will be prioritized based on an analysis of their impact on water quality, probability of change, level of improper disposal (penetration) and applicability to the target population. The highest rated behaviors will be promoted to the barrier and benefit research phase. Where appropriate, the contractor will also identify and define behavior chains. A behavior chain is defined as an essential behavior or series of sub-actions that precede engagement in the target behavior. Barriers to any one of those behaviors can impede engagement in the target behavior.

### **PHASE ONE DELIVERABLES:**

- Project plan and timeline
- CBSM briefing
- List of end-state non-divisible behaviors
- Behavior chains

### **Phase Two: Barrier/Benefit Research and Strategy Recommendations**

A barrier is anything that impedes an individual from engaging in a particular behavior. Barriers can be either internal to the individual (i.e., lack of motivation) or external to the individual (i.e., lack of infrastructure). Barriers to one-time behaviors (e.g., purchase appropriate storage containers) are likely to be different than repetitive behaviors (e.g., recycling used motor oil). Barriers to engaging in behaviors vary depending on the population, context, and behavior of interest. Barriers to taking a particular action can also differ by demographic characteristics, job functions, values, or other population segments. Although this step adds some time and cost to the project, failure to properly address identified barriers can result in the delivery of programs that have little or no impact.

#### Task 1. Literature Review

The contractor will conduct a brief literature review related to moderate-risk hazardous waste disposal to identify the range of barriers and benefits uncovered in other programs. The contractor will work with the County to obtain and review relevant reports and data on event participation, collection rates, event participant feedback, and other relevant information.

#### Task 2. Develop Barrier/Benefit Survey

The contractor will develop a barrier/benefit survey to assess barriers that impede proper disposal of high priority items and benefits that may facilitate participation. Based on the anticipated budget and focused geographic location for the pilot, the contractor has identified intercept

surveys as the most viable method for obtaining relevant and representative data on perceived barriers and benefits. To make the most efficient use of our time with participants, the contractor will create survey modules based on current use of various groups of hazardous materials. If the participant uses garden chemicals (or automotive fluids, etc.), follow-up questions about barriers to proper disposal will be asked of those specific items. The number of modules and target sample size will be determined by the behaviors of interest selected in Step 1. The contractor will collaborate with county staff to select locations for the intercept interviews and ask for permission to conduct the surveys near or within various retail locations (e.g., automotive, gardening, or hardware stores).

#### Task 3. Implement Barrier/Benefit Survey

The contractor will create all implementation protocols, data collection tracking documents, and a print-ready survey document.

Action Research employees will travel to Whatcom County and conduct the intercept interviews over a two-day period. Action Research employees will train and work with County staff and volunteers who are available to assist with data collection.

#### Task 4. Analyze Survey Data

The contractor will analyze the data and summarize the findings to provide the foundation for the next step, develop strategies. Analyses will include descriptive, inferential, and multivariate statistics, as appropriate. Results will be presented in a PowerPoint presentation showing key findings.

#### Task 5. Develop Strategy Table

The contractor will create a strategy table that displays the relationship between research outcomes and possible strategy elements. For each possible strategy element (e.g., social norms), the table will list options for how the element can be operationalized through various channels. The table will also include key messages to address motivations and informational barriers. Although it is not possible to say in advance exactly what the strategies will look like until the barrier/benefit research is complete, approaches based on CBSM principles will be created to address each barrier and to emphasize the benefits of engaging in hazardous waste disposal behaviors. Based on our experience, these may include:

- Convenience. Make the behavior easier to do and, if possible, decrease the convenience of undesirable alternatives.
- Social Diffusion. Using the social networks of early adopters and trusted neighborhood or community leaders, provide opportunities for them to share their engagement in the target behaviors.
- Social Norms. Through signage, posters, and other means, communicate messages about the social approval of the target behavior or the extent to which others are engaged. Provide ways to make the behaviors more visible.
- Prompts. Strategically place reminders to help residents remember to engage in the proper disposal actions
- Commitment. Secure personal pledges and public-facing displays of engagement in the target behaviors.

### PHASE TWO DELIVERABLES:

- Brief summary of literature review findings
- Draft and final survey instrument
- Final survey data file
- Topline results by survey item
- PowerPoint presentation of results
- Strategy table document

### Phase Three: Strategy Design

In the strategy design phase, the contractor will utilize outcomes from the barrier and benefit research to develop specific strategies and tools to reduce barriers and enhance motivations. the contractor will develop techniques for removing the identified barriers and select appropriate behavior change tool(s) that will enhance motivation.

#### Task 1. Develop Creative Brief

Before creating outreach materials, the contractor will work with the County to develop a creative direction for the campaign. A creative platform and premise will be created to include options for review and discussion. The brief will include a list of creative deliverables including art concepts, messages, themes, and possible slogans. Once the campaign theme is determined, specific tactics will be developed which could include flyers, stickers, posters, digital ads, and other branded collateral.

## Task 2. Develop Outreach Pieces

Once the creative brief is approved, the contractor will develop the campaign messages, design, content, and recommended distribution protocol. Action Research will be responsible for production and distribution of the outreach. Anticipated deliverables include three outreach pieces (e.g., flyer and postcard) and digital material (e.g., web content or landing page). Where appropriate, the contractor will also utilize existing materials rather than creating original outreach collateral to save program resources.

## Task 3. Develop Strategy Plan

The contractor will create a detailed strategy plan that includes the outreach messages and materials, and identification of program messengers and communication channels. The plan will also include preliminary pilot designs. The contractor will propose utilizing pilots that include more than one treatment group. For example, creating treatment groups that receive the materials via different outreach channels (e.g., direct mail versus in-person), provides data about the effectiveness (and cost) of those channels. The same is true if there is an interest in testing different program messages or social science tools.

### PHASE THREE DELIVERABLES:

- Creative brief memo
- Production ready files for three outreach pieces
- Strategy plan

### Phase Four: Pilot Testing

Following the CBSM approach, the contractor will be careful to pilot each strategy with a small portion of each audience using (whenever possible) a control group. Pilot testing allows us to determine the efficacy of specific programs and highlights areas where changes need to be made before widespread implementation. Furthermore, this approach will allow the contractor to test strategy elements against each other on a small scale, which is a useful way of identifying the most cost-effective way of achieving behavior change over the long term.

#### Task 1. Identify Pilot/Control Groups

The contractor will identify treatment and control areas in each of the two target watersheds. They will seek input from the County in selecting pilot areas that have broad applicability. The contractor proposes an experimental design with a minimum sample size of at least 300 in each watershed (i.e., 200 participants in the treatment group(s) and 100 participants in the control group). Ultimately, sample sizes will be determined based on a combination of the selected target behaviors and outreach approach.

#### Task 2. Develop Metrics

The contractor will identify relevant metrics by drawing from existing records at the collection facilities and events. The contractor will recommend additional metrics, if needed, to adequately measure behavior change.

#### Task 3. Implement Pilot

The contractor will implement the outreach in the treatment areas in Birch Bay and Lake Whatcom Watersheds. For purposes of budgeting, the contractor will assume that the core outreach will be delivered by direct mail, by Action Research. If in-person elements are needed (e.g., events, door hanger placement), the contractor will coordinate with the County to utilize County staff, interns, or volunteers, as appropriate. The contractor will create all implementation documents which includes all necessary protocols, tracking spreadsheets, and scripts.

#### Task 4. Analyze Pilot Results

The contractor will analyze the results of the pilot using all available metrics. If a control group is used, the contractor will compare results obtained from the treatment group with those obtained in the control area. If multiple delivery methods are tested, the contractor will compare the cost-effectiveness of each at changing behaviors. The contractor will present the results in the summary report along with recommendations for revising or scaling up the program.

### PHASE FOUR DELIVERABLES:

- Metrics list
- Pilot implementation plan
- Summary report

## Phase Five: Implementation and Evaluation

### Task 1. Develop Turnkey Strategy

When the pilot is successful at changing behavior, the tested strategies can be implemented more broadly. Additionally, the strategies developed, and pilot tested using the community-based social marketing framework can be packaged into turnkey strategies or toolkits that can be applied more broadly to communities that share similar profiles of barriers and benefits to the target behaviors.

The contractor will write a comprehensive program implementation plan that includes all program elements (i.e., communications and outreach materials, protocols and tracking tools) and recommendations for ongoing evaluation. The contractor will include instructions for packaging program elements that can be used as turnkey strategies across the County and in other jurisdictions.

#### PHASE FIVE DELIVERABLES:

- A comprehensive implementation plan that includes turnkey strategy elements

#### Timeline

Below is the anticipated timeline for completing the services outlined in this contract.

Task	Deliverables	Target Date
<b>Phase One: Behavior Prioritization</b>		
<i>Task 1. Kickoff Meeting</i>	Meeting Agenda and Notes	June 2022
<i>Task 2. Optional CBSM Briefing</i>	2-hour virtual presentation	June 2022
<i>Task 3. Review Existing Data</i>	Outcome summary	June 2022
<i>Task 4. Identify Target Behaviors</i>	Behavior list	July 2022
<b>Phase Two: Barrier/Benefit Research and Strategy Recommendations</b>		
<i>Task 1. Literature Review</i>	Brief memo	July 2022
<i>Task 2. Develop Barrier/Benefit Survey</i>	Final survey instrument	July 2022
<i>Task 3. Implement Barrier/Benefit Survey</i>	Completed intercept surveys	August 2022
<i>Task 4. Analyze Survey Data</i>	Data file	August 2022
<i>Task 5. Develop Strategy Table</i>	Recommendation document	Sept 2022
<b>Phase Three: Strategy Design</b>		
<i>Task 1. Develop Creative Brief</i>	One-page summary	Sept 2022
<i>Task 2. Develop Outreach Pieces</i>	Up to three outreach pieces	Oct 2022
<i>Task 3. Develop Strategy Plan</i>	Written plan	Oct 2022
<b>Phase Four: Pilot Testing</b>		
<i>Task 1. Identify Pilot/Control Groups</i>	Brief memo	Sept 2022
<i>Task 2. Develop Metrics</i>	Brief memo	Sept 2022
<i>Task 3. Implement Pilot*</i>	Implementation plan	Nov-Feb 22-23
<i>Task 4. Analyze Pilot Results</i>	Summary report	Mar 2023
<b>Phase Five: Implementation and Evaluation</b>		
<i>Task 1. Develop Turnkey Strategy</i>	Implementation manual	Mar 2023

\*Implementation timeline, including evaluation will be determined during strategy development and pilot design. A shorter one-month timeframe for implementation may be appropriate but is unknown at this time.



**EXHIBIT "B"**  
(COMPENSATION)

**Budget and Funding**

The source of funding for this agreement, in the amount not to exceed \$74,340, is NPDES cost center 10860.544410.

The budget for this work is as follows:

Action Research	President		Project Manager		Graphic Designer		Production Artist		Traffic & Production		Research Associate		Research Coordinator		Research Assistant		Direct Costs				
	Tabanico		Large/Rhoades		Decker		Caymo		Trout		Nelson		Ballard		TBD		Supplies & Printing	Travel	LABOR	DIRECT	TOTAL
	\$200.00		\$150.00		\$115.00		\$100.00		\$100.00		\$100.00		\$90.00		\$60.00						
Budget Estimate	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Cost	Cost			
<b>Behavior Prioritization</b>	2	\$400	10	\$1,500	0	\$0	0	\$0	0	\$0	14	\$1,400	1	\$90	0	\$0	0	0	\$3,390	\$0	<b>\$3,390</b>
Kick-off Meeting	1	\$200	2	\$300	0	\$0	0	\$0	0	\$0	2	\$200	1	\$90	0	\$0	\$0	\$0	\$790	\$0.00	\$790
CBSM Briefing (pro bono)	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$0	\$0	\$0	\$0.00	\$0
Review HHW facility + other	0	\$0	2	\$300	0	\$0	0	\$0	0	\$0	8	\$800	0	\$0	0	\$0	\$0	\$0	\$1,100	\$0.00	\$1,100
Identify + create behavior list	1	\$200	6	\$900	0	\$0	0	\$0	0	\$0	4	\$400	0	\$0	0	\$0	\$0	\$0	\$1,500	\$0.00	\$1,500
<b>Barrier Research</b>	3	\$600	41	\$6,150	0	\$0	0	\$0	0	\$0	76	\$7,600	74	\$6,660	44	\$2,640	\$400	\$4,200	\$23,650	\$4,600	<b>\$28,250</b>
Conduct literature review	0	\$0	1	\$150	0	\$0	0	\$0	0	\$0	8	\$800	0	\$0	0	\$0	\$0	\$0	\$950	\$0.00	\$950
Create survey + methods	2	\$400	16	\$2,400	0	\$0	0	\$0	0	\$0	28	\$2,800	36	\$3,240	0	\$0	\$0	\$0	\$8,840	\$0.00	\$8,840
Implement, AR collects data	0	\$0	4	\$600	0	\$0	0	\$0	0	\$0	4	\$400	32	\$2,880	32	\$1,920	\$400	\$4,200	\$5,800	\$4,600.00	\$10,400
Analyze data + report	0	\$0	12	\$1,800	0	\$0	0	\$0	0	\$0	32	\$3,200	4	\$360	12	\$720	\$0	\$0	\$6,080	\$0.00	\$6,080
Create strategy table	1	\$200	8	\$1,200	0	\$0	0	\$0	0	\$0	4	\$400	2	\$180	0	\$0	\$0	\$0.00	\$1,980	\$0.00	\$1,980
<b>Strategy Development</b>	3	\$600	12	\$1,800	56	\$6,440	24	\$2,400	9	\$900	3	\$300	0	\$0	0	\$0	\$0	\$0	\$12,440	\$0	<b>\$12,440</b>
Create creative brief	1	\$200	4	\$600	24	\$2,760	0	\$0	1	\$100	1	\$100	0	\$0	0	\$0	\$0	\$0	\$3,760	\$0.00	\$3,760
Create outreach materials	1	\$200	4	\$600	32	\$3,680	24	\$2,400	8	\$800	2	\$200	0	\$0	0	\$0	\$0	\$0	\$7,880	\$0.00	\$7,880
Create strategy plan	1	\$200	4	\$600	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$0	\$0	\$800	\$0.00	\$800
<b>Pilot Design</b>	2	\$400	30	\$4,500	2	\$230	0	\$0	4	\$400	52	\$5,200	68	\$6,120	0	\$0	\$3,350	\$0	\$16,850	\$3,350	<b>\$20,200</b>
Identify pilot + control groups	1	\$200	4	\$600	0	\$0	0	\$0	0	\$0	4	\$400	0	\$0	0	\$0	\$0	\$0.00	\$1,200	\$0.00	\$1,200
Define metrics + protocols	0	\$0	2	\$300	0	\$0	0	\$0	0	\$0	4	\$400	4	\$360	0	\$0	\$0	\$0.00	\$1,060	\$0.00	\$1,060
Implement, print materials	0	\$0	8	\$1,200	2	\$230	0	\$0	4	\$400	4	\$400	24	\$2,160	0	\$0	\$3,350	\$0.00	\$4,390	\$3,350.00	\$7,740
Analyze data + report	1	\$200	16	\$2,400	0	\$0	0	\$0	0	\$0	40	\$4,000	40	\$3,600	0	\$0	\$0	\$0.00	\$10,200	\$0.00	\$10,200
<b>Implementation + Eval</b>	2	\$400	48	\$7,200	4	\$460	14	\$1,400	2	\$200	4	\$400	0	\$0	0	\$0	\$0	\$0	\$10,060	\$0	<b>\$10,060</b>
Create turnkey toolkit	2	\$400	48	\$7,200	4	\$460	14	\$1,400	2	\$200	4	\$400	0	\$0	0	\$0	\$0	\$0	\$10,060	\$0.00	\$10,060
<b>TOTALS</b>	<b>12</b>	<b>\$2,400.00</b>	<b>141</b>	<b>\$21,150.00</b>	<b>62</b>	<b>\$7,130.00</b>	<b>38</b>	<b>\$3,800.00</b>	<b>15</b>	<b>\$1,500.00</b>	<b>149</b>	<b>\$14,900.00</b>	<b>143</b>	<b>\$12,870.00</b>	<b>44</b>	<b>\$2,640.00</b>	<b>\$3,750.00</b>	<b>\$4,200.00</b>	<b>\$66,390.00</b>	<b>\$7,950.00</b>	<b>\$74,340.00</b>

As consideration for the services provided pursuant to Exhibit A, Scope of Work, the County agrees to compensate the Contractor according to the hourly rates provided in the Rate Schedule provided above. Other reasonable expenses incurred in the course of performing the duties herein shall be reimbursed. Mileage is to be reimbursed at the IRS rate; lodging and per diem will be reimbursed at a rate not to exceed the GSA rate for the location at which services are provided. Reimbursement for air travel will be at coach rates. Other expenditures such as printing, postage and telephone charges shall be reimbursed at actual cost. Car rentals will be reimbursed for Standard sized, or lesser.

The Contractor will invoice monthly. Invoices will include hours worked by employee by day together with tasks accomplished. Requests for reimbursement of expenses must be accompanied by copies of paid invoices itemizing costs incurred. Costs of alcoholic beverages are not eligible for reimbursement. Compensation shall not exceed the contract amount of \$74,340. Any work continuing after the completion date of the amended contract, unless otherwise agreed upon in writing, will be at the Contractor's expense.

Lodging: \$96/person/night

Meals and Incidentals:

- o Day of Travel to and From Bellingham: \$44.25
- o Full days working in Bellingham: \$59

**Invoicing**

1. The Contractor shall submit itemized invoices on a monthly/quarterly basis in a format approved by the County. Monthly/quarterly invoices must be submitted by the 15th of the month following the month of service.

2. The Contractor shall submit invoices to (include Contract #):

Attn: Kate Rice, Program Specialist  
 Whatcom County Public Works,  
 322 N. Commercial St., Suite 224  
 Bellingham, WA 98225

Contract for Hazardous Waste Community-Based Social Marketing Services

In lieu of mailing invoices, the contractor may opt to email invoices to the following:

Project Manager: Kate Rice, [krice@co.whatcom.wa.us](mailto:krice@co.whatcom.wa.us)

Cc: Beth Bushaw, [bbushaw@co.whatcom.wa.us](mailto:bbushaw@co.whatcom.wa.us)

3. Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from Contractor. The County may withhold payment of an invoice if the Contractor submits it more than 30 days after the expiration of this contract.

4. Invoices must include the following statement, with an authorized signature and date:

**I certify that the materials have been furnished, the services rendered, or the labor performed as described on this invoice.**

5. Duplication of Billed Costs or Payments for Service: The Contractor shall not bill the County for services provided under this contract if the Contractor has been or will be paid by any other source. The Contractor is responsible for any audit exceptions or disallowed amounts paid as a result of this contract.

6. If the Agreement covers "public work" as defined by RCW and WAC, then Contractor shall submit "Intent to Pay Prevailing Wages" and "Affidavits of Wages Paid" per all applicable Washington State Prevailing Wage Law and as more fully defined in RCW 39.04, RCW 39.12 and WAC 296-127.

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/28/2022

**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 rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Lovitt & Touché A Marsh and McLennan Agency, LLC 1050 W Washington Street, Suite 233 Tempe AZ 85281	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2"><b>CONTACT NAME:</b> Carrie Perica, CISR</td> </tr> <tr> <td><b>PHONE (A/C. No. Ext):</b> 520-722-7223</td> <td><b>FAX (A/C. No):</b></td> </tr> <tr> <td colspan="2"><b>E-MAIL ADDRESS:</b> cperica@lovitt-touche.com</td> </tr> <tr> <th colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td colspan="2"><b>INSURER A :</b> Massachusetts Bay Insurance Company</td> <td style="text-align: center;">22306</td> </tr> <tr> <td colspan="2"><b>INSURER B :</b> Landmark American Insurance Company</td> <td style="text-align: center;">33138</td> </tr> <tr> <td colspan="2"><b>INSURER C :</b></td> <td></td> </tr> <tr> <td colspan="2"><b>INSURER D :</b></td> <td></td> </tr> <tr> <td colspan="2"><b>INSURER E :</b></td> <td></td> </tr> <tr> <td colspan="2"><b>INSURER F :</b></td> <td></td> </tr> </table>	<b>CONTACT NAME:</b> Carrie Perica, CISR		<b>PHONE (A/C. No. Ext):</b> 520-722-7223	<b>FAX (A/C. No):</b>	<b>E-MAIL ADDRESS:</b> cperica@lovitt-touche.com		INSURER(S) AFFORDING COVERAGE		NAIC #	<b>INSURER A :</b> Massachusetts Bay Insurance Company		22306	<b>INSURER B :</b> Landmark American Insurance Company		33138	<b>INSURER C :</b>			<b>INSURER D :</b>			<b>INSURER E :</b>			<b>INSURER F :</b>		
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<b>INSURER E :</b>																												
<b>INSURER F :</b>																												
<b>INSURED</b> Action Research, Inc. 3630 Ocean Ranch Blvd. Oceanside CA 92056	ACTIRES-C1																											

**COVERAGES** **CERTIFICATE NUMBER:** 1444263550 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>  <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	OD4A636297	6/15/2021	6/15/2022	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 Deductible \$ 0
A	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b>  <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> California <input type="checkbox"/> Included	Y		OD4A636297	6/15/2021	6/15/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Deductible \$ 0
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<input type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional Liability Claims Made Coverage Retro Date: 6/15/07			LHR789640	6/15/2021	6/15/2022	Occurrence Limit \$1,000,000 Aggregate Limit \$1,000,000 Deductible \$2,500

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 The above-indicated Additional Insured and Waiver of Subrogation (WOS) are provided with respects to General Liability and Automobile Liability, when required in a written and executed contract. Such coverage afforded by these policies for the benefit of the additional insured(s) is primary and any other coverage maintained by such additional insured(s) shall be non-contributory when required in a written and executed contract.

Supporting endorsements attached include: 391-1006; 391-1003  
 Whatcom County, its departments, elected and appointed officials, employees, agents and volunteers as additional insureds

<b>CERTIFICATE HOLDER</b>  Whatcom County Public Works Stormwater 322 N. Commercial St., Suite 224 Bellingham WA 98225	<b>CANCELLATION</b>  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 
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POLICY: OD4A636297

insured's rights against all those other insurers.

- c. When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

- d. We will share the remaining loss, if any, with any other insurance that is not described in this provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations for this Coverage.

**e. Method of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable Limit of Insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable Limit of Insurance to the total applicable limits of insurance of all insurers.

- f. When this insurance is excess, we will have no duty under Business Liability Coverage to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so; but we will be entitled to the insured's rights against all those other insurers.

**I. Premiums**

1. The first Named Insured shown in the Declarations:
  - a. Is responsible for the payment of all premiums; and
  - b. Will be the payee for any return premiums we pay.
2. The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation or anniversary of the effective date of this policy, we will compute the

premium in accordance with our rates and rules then in effect.

3. With our consent, you may continue this policy in force by paying a continuation premium for each successive one-year period. The premium must be:

- a. Paid to us prior to the anniversary date; and
- b. Determined in accordance with paragraph 2. above.

Our forms then in effect will apply. If you do not pay the continuation premium, this policy will expire on the first anniversary date that we have not received the premium.

4. Undeclared exposures or change in your business operation, acquisition or use of locations may occur during the policy period that is not shown in the Declarations. If so, we may require an additional premium. That premium will be determined in accordance with our rates and rules then in effect.

**J. Premium Audit**

1. This policy is subject to audit if a premium designated as an advance premium is shown in the Declarations. We will compute the final premium due when we determine your actual exposures.
2. Premium shown in this policy as advance premium is a deposit premium only. At the close of each audit period, we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
3. The first Named Insured must keep records of the information we need for premium computation and send us copies at such times as we may request.

**K. Transfer of Rights of Recovery Against Others to Us**

1. Applicable to **SECTION I - PROPERTY Coverage:**

If any person or organization to or for whom we make payment under this policy has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:



- 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.

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;



- (3) Any physical or chemical change in the product made intentionally by the vendor;
- (4) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instruction from the manufacturer, and then repackaged in the original container;
- (5) Any failure to make such inspection, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product;
- (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor;
- (8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
- (a) The exceptions contained within the exclusion in subparagraphs (4) or (6) above; or
- (b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (9) "Bodily injury" or "property damage" arising out of an "occurrence" that took place before you have signed the contract or agreement with the vendor.
- (10) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
- (11) Any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- d. With respect to the insurance afforded to these vendors, 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 vendor for a covered claim is the lesser of the amount of insurance:
1. Required by the contract or agreement 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.
- 3. Alienated Premises**
- SECTION II - LIABILITY, B. Exclusions, 1. Applicable To Business Liability Coverage k. Damage to Property, paragraph (2) is replaced by the following:**
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises and occurred from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.
- 4. Broad Form Property Damage - Borrowed Equipment, Customers Goods, Use of Elevators**
- a. The following is added to **SECTION II - LIABILITY, B. Exclusions, 1. Applicable To Business Liability Coverage, k. Damage to Property:**
- Paragraph (4) does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.
- Paragraph (3), (4) and (6) do not apply to "property damage" to "customers goods" while on your premises nor to the use of elevators.
- b. For the purposes of this endorsement, the following definition is added to **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions:**
1. "Customers goods" means property of your customer on your premises for the purpose of being:
    - a. Worked on; or
    - b. Used in your manufacturing process.
  - c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent or on any other basis.
- 5. Incidental Malpractice - Employed Nurses, EMT's and Paramedics**
- SECTION II - LIABILITY, C. Who Is An Insured, paragraph 2.a.(1)(d) does not apply to a nurse,**

emergency medical technician or paramedic employed by you if you are not engaged in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.

## 6. Personal Injury - Broad Form

a. **SECTION II - LIABILITY, B. Exclusions, 2. Additional Exclusions Applicable only to "Personal and Advertising Injury"**, paragraph e. is deleted.

b. **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions, 14.** "Personal and advertising injury", paragraph b. is replaced by the following:

b. Malicious prosecution or abuse of process.

c. The following is added to **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions, Definition 14.** "Personal and advertising injury":

"Discrimination" (unless insurance thereof is prohibited by law) that results in injury to the feelings or reputation of a natural person, but only if such "discrimination" is:

(1) Not done intentionally by or at the direction of:

(a) The insured;

(b) Any officer of the corporation, director, stockholder, partner or member of the insured; and

(2) Not directly or indirectly related to an "employee", not to the employment, prospective employment or termination of any person or persons by an insured.

d. For purposes of this endorsement, the following definition is added to **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions:**

1. "Discrimination" means the unlawful treatment of individuals based upon race, color, ethnic origin, gender, religion, age, or sexual preference. "Discrimination" does not include the unlawful treatment of individuals based upon developmental, physical, cognitive, mental, sensory or emotional impairment or any combination of these.

e. This coverage does not apply if liability coverage for "personal and advertising injury" is excluded either by the provisions of the Coverage Form or any endorsement thereto.

## 7. Product Recall Expense

a. **SECTION II - LIABILITY, B. Exclusions, 1. Applicable To Business Liability Coverage,**

**o. Recall of Products, Work or Impaired Property** is replaced by the following:

**o. Recall of Products, Work or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

If such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it, but this exclusion does not apply to "product recall expenses" that you incur for the "covered recall" of "your product".

However, the exception to the exclusion does not apply to "product recall expenses" resulting from:

(4) Failure of any products to accomplish their intended purpose;

(5) Breach of warranties of fitness, quality, durability or performance;

(6) Loss of customer approval, or any cost incurred to regain customer approval;

(7) Redistribution or replacement of "your product" which has been recalled by like products or substitutes;

(8) Caprice or whim of the insured;

(9) A condition likely to cause loss of which any insured knew or had reason to know at the inception of this insurance;

(10) Asbestos, including loss, damage or clean up resulting from asbestos or asbestos containing materials; or

(11) Recall of "your products" that have no known or suspected defect solely because a known or suspected defect in another of "your products" has been found.

b. The following is added to **SECTION II - LIABILITY, C. Who Is An Insured**, paragraph 3.b.:

"Product recall expense" arising out of any withdrawal or recall that occurred before you acquired or formed the organization.



- c. The following is added to **SECTION II - LIABILITY, D. Liability and Medical Expenses Limits of Insurance:**

**Product Recall Expense Limits of Insurance**

- a. The Limits of Insurance shown in the SUMMARY OF COVERAGES of this endorsement and the rules stated below fix the most that we will pay under this Product Recall Expense Coverage regardless of the number of:

- (1) Insureds;
- (2) "Covered Recalls" initiated; or
- (3) Number of "your products" withdrawn.

- b. The Product Recall Expense Aggregate Limit is the most that we will reimburse you for the sum of all "product recall expenses" incurred for all "covered recalls" initiated during the policy period.

- c. The Product Recall Each Occurrence Limit is the most we will pay in connection with any one defect or deficiency.

- d. All "product recall expenses" in connection with substantially the same general harmful condition will be deemed to arise out of the same defect or deficiency and considered one "occurrence".

- e. Any amount reimbursed for "product recall expenses" in connection with any one "occurrence" will reduce the amount of the Product Recall Expense Aggregate Limit available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.

- f. If the Product Recall Expense Aggregate Limit has been reduced by reimbursement of "product recall expenses" to an amount that is less than the Product Recall Expense Each Occurrence Limit, the remaining Aggregate Limit is the most that will be available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.

**g. Product Recall Deductible**

We will only pay for the amount of "product recall expenses" which are in excess of the \$500 Product Recall Deductible. The Product Recall Deductible applies separately to each "covered recall". The limits of insurance will not be reduced by the amount of this deductible.

We may, or will if required by law, pay all or any part of any deductible amount, if applicable. Upon notice of our payment

of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

The Product Recall Expense Limits of Insurance apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for the purposes of determining the Limits of Insurance.

- d. The following is added to **SECTION II - LIABILITY, E. Liability and Medical Expense General Conditions, 2. Duties in the Event of Occurrence, Offense, Claim or Suit:**

You must see to it that the following are done in the event of an actual or anticipated "covered recall" that may result in "product recall expense":

- (1) Give us prompt notice of any discovery or notification that "your product" must be withdrawn or recalled. Include a description of "your product" and the reason for the withdrawal or recall;

- (2) Cease any further release, shipment, consignment or any other method of distribution of like or similar products until it has been determined that all such products are free from defects that could be a cause of loss under this insurance.

- e. For the purpose of this endorsement, the following definitions are added to **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions:**

1. "Covered recall" means a recall made necessary because you or a government body has determined that a known or suspected defect, deficiency, inadequacy, or dangerous condition in "your product" has resulted or will result in "bodily injury" or "property damage".

2. "Product recall expense(s)" means:

- a. Necessary and reasonable expenses for:

- (1) Communications, including radio or television announcements or printed advertisements including stationary, envelopes and postage;

- (2) Shipping the recalled products from any purchaser, distributor or user to the place or places designated by you;
  - (3) Remuneration paid to your regular "employees" for necessary overtime;
  - (4) Hiring additional persons, other than your regular "employees";
  - (5) Expenses incurred by "employees" including transportation and accommodations;
  - (6) Expenses to rent additional warehouse or storage space;
  - (7) Disposal of "your product", but only to the extent that specific methods of destruction other than those employed for trash discarding or disposal are required to avoid "bodily injury" or "property damage" as a result of such disposal,
- you incur exclusively for the purpose of recalling "your product"; and
- b. Your lost profit resulting from such "covered recall".
- f. This Product Recall Expense Coverage does not apply:

- (1) If the "products - completed operations hazard" is excluded from coverage under this Coverage Part including any endorsement thereto; or
- (2) To "product recall expense" arising out of any of "your products" that are otherwise excluded from coverage under this Coverage Part including endorsements thereto.

**8. Unintentional Failure to Disclose Hazards**

The following is added to **SECTION II - LIABILITY, E. Liability and Medical Expenses General Conditions:**

**Representations**

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

**9. Unintentional Failure to Notify**

The following is added to **SECTION II - LIABILITY, E. Liability and Medical Expenses General Conditions, 2. Duties in the Event of Occurrence, Offense, Claim or Suit:**

Your rights afforded under this Coverage Part shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury", "property damage" or "personal and advertising injury" is not covered under this Policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

