

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No.

202312007

Originating Department:	Council Office
Division/Program: (i.e. Dept. Division and Program)	Council Office
Contract or Grant Administrator:	Dana Brown-Davis, Clerk of the Council
Contractor's / Agency Name:	Whatcom Law Group / Rajeev Majumdar
Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input type="radio"/> No <input checked="" type="radio"/> Yes <input checked="" type="radio"/> No <input type="radio"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____	
Does contract require Council Approval? Yes <input checked="" type="radio"/> No <input type="radio"/> If No, include WCC: _____ Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, grantor agency contract number(s): _____ CFDA#: _____	
Is this contract grant funded? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, Whatcom County grant contract number(s): _____	
Is this contract the result of a RFP or Bid process? Yes <input checked="" type="radio"/> No <input type="radio"/> If yes, RFP and Bid number(s): RFP# 23-83 Contract Cost Center: 1100.6630	
Is this agreement excluded from E-Verify? No <input type="radio"/> Yes <input checked="" type="radio"/> If no, include Attachment D Contractor Declaration form.	
If YES, indicate exclusion(s) below: <input checked="" type="checkbox"/> Professional services agreement for certified/licensed professional. <input type="checkbox"/> Goods and services provided due to an emergency <input type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract for Commercial off the shelf items (COTS). <input type="checkbox"/> Contract work is for less than 120 days. <input type="checkbox"/> Work related subcontract less than \$25,000. <input type="checkbox"/> Interlocal Agreement (between Governments). <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
Contract Amount:(sum of original contract amount and any prior amendments): \$ 220,320 This Amendment Amount: \$ _____ Total Amended Amount: \$ 220,320	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: 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance. 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
Summary of Scope:	
Contractor will perform hearing examiner services in accordance with Whatcom County Code, including review and prepare for hearings, preside over hearings, and prepare all written recommendations and decisions.	
Term of Contract: 2 years	Expiration Date: December 31, 2025

Contract Routing:	1. Prepared by: <u>Cathy Halka</u>	Date: <u>11/21/2023</u>
	2. Attorney signoff: <u>Karen Frakes (by email)</u>	Date: <u>11/22/2023</u>
	3. AS Finance reviewed: <u>Andrew Tan</u>	Date: <u>11/28/2023</u>
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____	Date: <u>12/6/2023</u>
	6. Executive contract review: <u>></u>	Date: <u>12/6/23</u>
	7. Council approved, if necessary: <u>Cathy Halka AB2023-786</u>	Date: <u>12/05/2023</u>
	8. Executive signed: _____	Date: <u>12/6/2023</u>
	9. Original to Council: _____	Date: _____

COUNTY COURTHOUSE
311 Grand Avenue, Suite #105
Bellingham, WA 98225-4038
(360) 778-5010



CLERK OF THE COUNCIL
Dana Brown-Davis, C.M.C.

MEMORANDUM

TO: Satpal Sidhu, County Executive
FROM: Council Office Staff
RE: 2024-2025 Contract for Hearing Examiner Services
DATE: November 28, 2023

Enclosed is a contract between Whatcom County and Whatcom Law Group / Rajeev Majumdar for your review and signature.

- **Background and Purpose**

The County issued a request for proposals for hearing examiner services (RFP#23-83) on October 11, 2023, with a closing date of November 7, 2023. Whatcom Law Group / Rajeev Majumdar was the sole respondent to the RFP and over the last five years has provided hearing examiner services for many jurisdictions, including Island and Whatcom counties, and for the cities of Bellingham, Blaine, Ferndale, Lynden, and Oak Harbor.

- **Funding Amount and Source**

The proposed 2-year contract amount is not to exceed \$220,320, paid monthly at \$9,000 per month in 2024 (for a total amount of \$108,000) and \$9,360 per month in 2025 (for a total amount of \$112,320). The Council Office budget includes funding for this contract in 2024.

- **Timeframe**

The timeframe of the proposed contract is for two years from January 1, 2024 through December 31, 2025.

Please contact Cathy Halka at ext. 5019, if you have any questions.

Encl.

Whatcom County Contract No.
202312007

CONTRACT FOR SERVICES
Between Whatcom County and Whatcom Law Group / Rajeev Majumdar

Whatcom Law Group / Rajeev Majumdar, hereinafter called **Contractor** and Whatcom County, hereinafter referred to as **County**, agree and contract as set forth in this Agreement, including:

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

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

The term of this Agreement shall commence on the 1 day of January, 2024, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31 day of December, 2025.

The general purpose or objective of this Agreement is to: provide hearing examiner services in accordance with Whatcom County Code Chapter 2.11, 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 \$ 220,320. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

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

IN WITNESS WHEREOF, the parties have executed this Agreement this 12/6/2023 day of _____, 2023.

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

CONTRACTOR:

Whatcom Law Group, Rajeev Majumdar

DocuSigned by:
Rajeev Majumdar 12/6/2023
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Rajeev Majumdar, President

CONTRACTOR INFORMATION:

Whatcom Law Group
Rajeev D. Majumdar, President

Address
289 H Street
Blaine, WA 98230
(360) 332-7000
rajeev@whatcomlaw.com

Mailing Address:

P.O. Box 1258
Blaine, WA 98231-1258

Contract for Services
Hearing Examiner Services, Whatcom Law Group / Rajeev Majumdar, 2024

WHATCOM COUNTY:

Recommended for Approval:

DocuSigned by:

Dana Brown Davis

12/6/2023

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Department Director

Date

Approved as to form:

Karen Frakes (by email/ch) 11/22/2023

Prosecuting Attorney

Date

Approved:

Accepted for Whatcom County:

DocuSigned by:

By: Satpal Singh Sidhu

12/6/2023

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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, 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:

Contract for Services

Hearing Examiner Services, Whatcom Law Group / Rajeev Majumdar, 2024

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

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

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

30.2 Assignment and Subcontracting:

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

Rajeev Majumdar will serve as the hearing examiner for Whatcom County under this contract. On rare occasions, there may be hearings that the Hearing Examiner will not be able to conduct for reasons including, conflict of interest, illness, accident, or personal/family crisis. In those instances, the Hearing Examiner may propose to the County's administrator of this contract a Hearing Examiner Pro Tem to assist in the matter. Whatcom Law Group attorneys Casie Rodenberger, Matthew Rommelmann, Alejandra Cabrales, and Roger Ellingson are approved to serve as Pro Tem Hearing Examiners. Any other attorneys proposed to serve as Hearing Examiner Pro Tem require written approval from the County's administrator of this contract prior to the Hearing Examiner appointing a Hearing Examiner Pro Tem. The appointed Pro Tem shall be free of conflicts of interest in the matter and must be an active member of the Washington State Bar Association with experience related to the matter before the Hearing Examiner. The County reserves the right to reject the appointment.

Payment for Pro Tem services is included in the gross compensation provided to the Hearing Examiner under the terms of this contract and is the sole responsibility of the Hearing Examiner. All terms and conditions of the agreement shall apply to the Hearing Examiner Pro Tem.

In the event that a Hearing Examiner Pro Tem serves in place of Rajeev Majumdar, the insurance requirements of this contract must be met for the Hearing Examiner Pro Tem, and documentation provided to the Hearing Examiner Coordinator and County's designated administrator for this contract.

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

Contract for Services

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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.

Contract for Services

Hearing Examiner Services, Whatcom Law Group / Rajeev Majumdar, 2024

1. Automobile Liability

\$100,000 Minimum, each person
\$300,000 Minimum per occurrence
\$1,000,000.00 Minimum, umbrella policy

2. 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 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

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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: *(Must be included in every contract as per Ord. 2021-016)*

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: *(Must be included in every contract as per Ord. 2021-016)*

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:

Dana Brown-Davis, Clerk of the Council
311 Grand Avenue, Suite 105
Bellingham, WA 98225
360-778-5010
dbrown@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:

Whatcom Law Group
Rajeev D. Majumdar, President
289 H Street
Blaine, WA 98230
(360) 332-7000
rajeev@whatcomlaw.com

Whatcom County Council Office
Dana Brown-Davis, Clerk of the Council
311 Grand Avenue, Suite 105
Bellingham, WA 98225
360-778-5010
dbrown@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:

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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

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.

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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.

Contract for Services

Hearing Examiner Services, Whatcom Law Group / Rajeev Majumdar, 2024

EXHIBIT "A"
(SCOPE OF WORK)

The contractor shall perform the following hearing examiner duties in accordance with Whatcom County Code:

- Review applicable ordinances, statutes, and files in preparation for public hearing
- Preside over the hearing. Set the order of the testimony and ensure that all relevant material is included in the hearing record.
- Interrogate staff members and witnesses when appropriate.
- Conduct field inspections and examine the property which is in the subject of the hearing, when appropriate.
- Review the facts and the applicable ordinances and statutes to determine whether the standards requisite for issuance of a permit have been met.
- Review administrative determinations appealed to the Hearing Examiner to ensure that the ordinances were correctly applied by the administrator, and that the facts were correctly determined.
- Prepare all written recommendations and decisions of applications for land use permits and administrative appeals within the time frame outlined in the Whatcom County Code, inclusive of any clerical services associated with preparation.
- It is the responsibility of the contractor to arrange and pay for a qualified Hearing Examiner Pro Tem, if required as per law.

Additional services included in this contract are as follows:

- Drafting revisions and updates to the "Business Rules of the Whatcom County Hearing Examiner" and making recommendations for County Council to make such changes pursuant to WCC 2.11.220.
- Reporting to County Council as requested to better educate and explain processes and costs to policy makers; and
- Meeting at least bi-annually with Whatcom County Planning and other stakeholders to discuss standards and formats for pleadings, discuss potential changes to the code, and otherwise be open to discussing how to make the process more efficient and transparent.

The County will not provide any office space, equipment, or secretarial services for the hearing examiner.

Contractor is responsible for all secretarial services related to the duties of the hearing examiner, including all clerical services such as preparation of written recommendations and decisions. Contractor will provide their own office space and equipment necessary to complete their duties.

The County will post notices, update online information, and host online meetings.

The County reserves the right to negotiate the assignment of major project permit applications outside of this contract.

EXHIBIT "B"
(COMPENSATION)

In consideration of the services performed under the terms of this contract during the period from January 1, 2024 through December 31, 2025, the contractor will be paid two hundred twenty thousand three hundred twenty dollars (\$220,320).

In the 2024 year, compensation will be paid monthly at \$9,000 per month for a total not to exceed annual amount of \$108,000. In the 2025 year, compensation will be paid monthly at \$9,360 per month for a total not to exceed annual amount of \$112,320.

Billing Procedures:

The contractor shall submit written claims on a monthly basis for reimbursement of services provided unless otherwise approved in writing by the County. It is agreed that the contractor shall be paid for his services within 30 days of receipt of the monthly claim and upon determination of accuracy. Monthly claims are to be submitted to the Clerk of the Council.

EXHIBIT "C"
(CERTIFICATE OF INSURANCE)



Auto Insurance Declaration Page

Policy Number: 51968-31-52
Effective: 12/14/2023 12:01 AM
Expiration: 6/14/2024 12:01 AM
Named Insured(s): Rajeev D Majumdar
 Sara C Majumdar
 4029 Willowbrook Ln
 Bellingham, WA 98229-5044
 rajeev@northwhatcomlaw.com

Underwritten By: Truck Insurance Exchange
 6301 Owensmouth Ave.
 Woodland Hills, CA 91367

Premiums

► **Policy Premium** **\$1,264.00**

This is not a bill.

Your bill with the amount due will be mailed separately.

Household Drivers

Are there drivers not listed below who either reside in your household (even if temporarily away from home) or are guests staying in your home for more than 90 days? If so, please contact us or your agent. If you have purchased coverage for loss to your insured car (for example, Collision Coverage), your deductible could increase to \$5000 for a loss to your car (or an attached trailer) because your car was being operated by one of those unlisted drivers at the time of the loss. Details regarding this higher deductible can be found in your policy documents.

Name	Driver Status	Name	Driver Status
Rajeev D Majumdar	Covered	Sara C Majumdar	Covered

Vehicle Information

Veh. #	Year/Make/Model/VIN	Coverage	Deductible	Limit
1	2014 Honda Odyssey Van (New) Ex/-N/-R 5FNRL5H61EB134531	Comprehensive: Collision:	\$100 \$100	
2	2018 Hyundai Sonata 4D Sel/Limited Ultimate 5NPE34AF2JH706852	Comprehensive: Collision:	\$100 \$100	

Coverage Information

Coverage	Limits (applicable to all vehicles)	Premiums by Vehicle	
		Vehicle 1	Vehicle 2
Bodily Injury Liability	\$500,000 each person \$500,000 each accident	\$98.00	\$100.00
Property Damage Liability	\$100,000 each accident	\$50.00	\$64.00
Underinsured Motorist Bodily Injury	\$500,000 each person \$500,000 each accident	\$95.00	\$112.00
Underinsured Motorist Property Damage	\$50,000 each accident	\$9.00	\$16.00
Comprehensive		\$77.00	\$204.00
Collision		\$129.00	\$213.00
Towing and Road Service		\$7.00	\$7.00

farmers.com Policy No. 51968-31-52

Questions?

Call your agent Paula L. Crosetti
 Insurance Agency LLC at (360)
 676-8893 or email
 pcrosetti@farmersagent.com

Manage your account:

Go to www.farmers.com to access
 your account any time!

Declaration Page (continued)

***Information on Additional Fees**

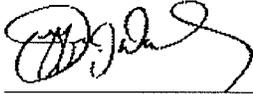
The "Fees" stated in the "Premium/Fees" section on Page 1 apply on a per-policy, not an account basis. The following additional fees also apply:

- 1. Service Charge per installment** (In consideration of our agreement to allow you to pay in installments):
 - For Automatic Bank Payment plans also enrolled in online billing (paperless): **\$0.00** (applied per account)
 - For other Automatic Bank Payment plans: **\$2.00** (applied per account)
 - For Automatic Debit Card plans: **\$3.00** (applied per account)
 - For Automatic Credit Card plans: **\$5.00** (applied per account)
 - For all non-automatic payment plans: **\$7.00** (applied per account)
- 2. Late Fee: \$15.00** (applied per account)
- 3. Returned Payment Charge: \$20.00** (applied per check, electronic transaction, or other remittance which is not honored by your financial institution for reasons including, but not limited to, insufficient funds or a closed account)
- 4. Reinstatement Fee: \$25.00** (applied per policy)

One or more of the fees or charges described above may be deemed a part of premium under applicable state law.

If this account is for more than one policy, changes in these fees are not effective until the revised fee information is provided for each policy.

Countersignature



Authorized Representative



Tel: 1-800-841-3000

GEICO Advantage Insurance Company
P.O. Box 509090
San Diego, CA 92150-9090

Declarations Page

This is a description of your coverage.
Please retain for your records.

Policy Number: 4411-20-44-66

Coverage Period:

09-23-23 through 03-23-24

Your coverage begins and ends at 12:01am local time at the address of the named insured.

Endorsement Effective: 09-29-23

Date Issued: September 29, 2023

BRANDON REESON AND ALEJANDRA
CABRALES
3847 DEEMER RD
BELLINGHAM WA 98226-8002

Email Address: ahsreeson@gmail.com

<u>Named Insured</u>	<u>Additional Drivers</u>
Brandon Reeson Alejandra Cabrales	None

<u>Vehicles</u>	<u>VIN</u>	<u>Vehicle Location</u>	<u>Finance Company/ Lienholder</u>
1 1994 Dodge Dakota	1B7GG23YXRS718129	BELLINGHAM WA 98226-8002	
2 2012 Toyota Camry	4T1BF1FK8CU051521	BELLINGHAM WA 98226-8002	TWINSTAR CU
3 2011 M Benz Glk Class	WDCGG8HB8BF639820	BELLINGHAM WA 98226-8002	WECU

<u>Coverages*</u>	<u>Limits and/or Deductibles</u>	<u>Vehicle 1</u>	<u>Vehicle 2</u>	<u>Vehicle 3</u>
Bodily Injury Liability Each Person/Each Occurrence	\$100,000/\$300,000	\$48.27	\$84.42	\$81.41
Property Damage Liability	\$50,000	\$57.66	\$74.06	\$71.57
Medical Payments	\$10,000	\$12.49	\$27.23	\$26.36
Personal Injury Protection	Option A	\$30.45	\$68.34	\$60.30
Underinsured Motorist Each Person/Each Occurrence	\$25,000/\$50,000	\$6.94	\$9.91	\$9.91
Underinsured Motorist Property Damage	\$10,000	\$4.75	-	-
	\$15,000	-	\$8.82	\$8.82
Comprehensive (Excluding Collision)	\$250 Ded	-	-	\$60.39
	\$500 Ded	\$11.34	\$26.50	-

T-K

DEC_PAGE (03-14) (Page 1 of 4)

Continued on Back

Endorsement Page 9 of 13

Policy and Coverages

Auto 968082314

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[Print](#)

At a Glance

Platinum+ loyalty level
Discounts and Rewards

Policy period

September 29, 2023 – March 29, 2024

ID Cards

Total policy premium

\$950.00

Billing and Payments

Contact information

Account Preferences

Policy Activity

People

Matthew Rommelmann

Primary named insured

Birth year

Driving Record and Filings

Update **Remove**

Christina Rommelmann

Insured driver

Birth year

...

Driving Record and Filings

Update **Remove**

Add a driver

Or just check the price

Provide some details first. You can add a driver now or save the info for later.

Vehicles

2017 HYUNDAI IONIQ HYBRID

VIN KMHC75LC0HU035536

Primary/garaging location

WA, 98225

Primary use

Commuter

Ridesharing

No

Update **Replace** **Remove**

2017 MAZDA CX-3

VIN JM1DKFD72H0153240

Primary/garaging location

WA, 98225

Primary use

Commuter

Ridesharing

No
Lienholder
WECU

Update Replace Remove

Add a vehicle

Or just check the price

Provide some details first. You can add a vehicle now or save the info for later.

Coverages

Update Coverages

Vehicle Coverages

2017 HYUNDAI IONIQ HYBRID

VIN KMHC75LC0HU035536

Bodily Injury & Property Damage Liability	\$218.00
\$250,000 each person,\$500,000 each accident,\$100,000 each accident	
Underinsured Motorist	\$92.00
\$250,000 each person,\$500,000 each accident	
Underinsured Motorist Property Damage	\$15.00
\$10,000 each accident,\$100 deductible or \$300 deductible for hit & run	
Personal Injury Protection	\$27.00
\$10,000	
Comprehensive	\$43.00
\$250 deductible	
Collision	\$133.00
\$500 deductible	

Rental Reimbursement	\$15.00
\$40 each day,maximum 30 days	
Roadside Assistance	\$5.00
Selected	
Custom Parts and/or Equipment value	\$0.00
No Coverage	
Loan/Lease Payoff	\$0.00
No Coverage	
Total vehicle premium:	\$548.00

2017 MAZDA CX-3

VIN JM1DKFD72H0153240

Bodily Injury & Property Damage Liability	\$133.00
\$250,000 each person,\$500,000 each accident,\$100,000 each accident	
Underinsured Motorist	\$53.00
\$250,000 each person,\$500,000 each accident	
Underinsured Motorist Property Damage	\$14.00
\$10,000 each accident,\$100 deductible or \$300 deductible for hit & run	
Personal Injury Protection	\$16.00
\$10,000	
Comprehensive	\$49.00
\$250 deductible	
Collision	\$119.00
\$500 deductible	
Rental Reimbursement	\$13.00
\$40 each day,maximum 30 days	

Roadside Assistance

Selected

\$5.00

Custom Parts and/or Equipment value

No Coverage

\$0.00

Loan/Lease Payoff

No Coverage

\$0.00

Total vehicle premium:

\$402.00

Total policy premium: \$950.00

Deductible Savings Bank[®]

Status

Not enrolled

[See Program Details](#)

Please view information online to stay up-to-date with any changes.

**LIABILITY INSURANCE
IDENTIFICATION CARD**

**Mutual of Enumclaw
Insurance Company**
1460 Wells Street, Enumclaw, WA 98022
www.MutualofEnumclaw.com
NAIC #14761

EFFECTIVE DATE 03/28/2023
EXPIRATION DATE 03/28/2024

POLICY NUMBER FPP 0000742 11

YEAR MAKE &/OR MODEL 2018 KIA OPTIMA EX
VEHICLE IDENTIFICATION NUMBER 5XXGU4L30JG270622

AGENT NAME AND PHONE NUMBER:
OLTMAN INSURANCE AGENCY INC
360-734-3960

INSURED:
HARRY RODENBERGER
& THERESA M CARTER-RODENBERGER
9545 DELTA LINE RD
BLAINE WA 98230

KEEP THIS CARD IN YOUR AUTOMOBILE AT ALL TIMES

Car
auto

Mutual of Enumclaw Insurance Company Enumclaw, Washington 98022
Business Auto Coverage Form Declarations - Farmers Auto

Item One:

Named Insured: HARRY RODENBERGER

Policy Number: FPP 0000742 11

Form of Business: Individual

Item Two: Schedule of Coverages and Covered Autos

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages applies only to those "autos" shown as covered "autos" in the COVERED AUTO column below. "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTO Section of the Business Auto Coverage Form next to the name of the coverage.

COVERAGES	COVERED AUTOS	LIMIT		PREMIUM
		THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS		
LIABILITY	7	\$350,000	Per accident	\$875
PERSONAL INJURY PROTECTION	7	Separately stated in each PIP endorsement minus \$N/A Deductible		\$96
AUTO MEDICAL PAYMENTS		\$	Each Insured	
UNINSURED MOTORISTS COVERAGE	*	\$	Each Accident	
UNDERINSURED MOTORISTS COVERAGE	*7	\$350,000	Each Accident	\$237
PHYSICAL DAMAGE COMPREHENSIVE COVERAGE	7	See ITEM THREE for Schedule of Owned "Autos" See ITEM FOUR for hired or borrowed "autos"		\$292
PHYSICAL DAMAGE SPECIFIED CAUSES OF LOSS COVERAGE		See ITEM THREE for Schedule of Owned "Autos" See ITEM FOUR for hired or borrowed "autos"		
PHYSICAL DAMAGE COLLISION COVERAGE	7	See ITEM THREE for Schedule of Owned "Autos" See ITEM FOUR for hired or borrowed "autos"		\$603
PHYSICAL DAMAGE TOWING AND LABOR COVERAGE		\$ for each disablement of a private passenger "auto"		
ADDITIONAL COVERAGE ENDORSEMENTS INCLUDED:				
ESTIMATED ADDITIONAL PREMIUM FOR ENDORSEMENTS				
TOTAL ESTIMATED PREMIUM				
				\$2,103

* For application of Covered Autos symbol with regard to UM/UIM coverage, refer to applicable UM/UIM coverage form(s).

BUSINESS AUTO COVERAGE DECLARATIONS - Farmers Auto (Continued) Policy Number: FPP 000742 11

ITEM TWO (CONTINUED)

LIST OF ALL FORMS AND ENDORSEMENTS ATTACHED AND APPLICABLE AT POLICY INCEPTION:

See Attached Schedule - DP 00 95 01 08

Quick reference for Covered Auto Designation Symbols from the COVERED AUTOS section of the Business Auto Coverage Form.

Refer to the Business Auto Coverage Form CA 00 01 Section I for a complete description of COVERED AUTOS and policy provisions that may apply.

- | | |
|--|--|
| 1 = ANY "AUTO." | 6 = OWNED "AUTOS" SUBJECT TO A COMPULSORY UNINSURED MOTORISTS LAW. |
| 2 = OWNED "AUTOS" ONLY. | 7 = SPECIFICALLY DESCRIBED "AUTOS." |
| 3 = OWNED PRIVATE PASSENGER "AUTOS" ONLY. | 8 = HIRED "AUTOS" ONLY. |
| 4 = OWNED "AUTOS" OTHER THAN PRIVATE PASSENGER "AUTOS" ONLY. | 9 = NONOWNED "AUTOS" ONLY. |
| 5 = OWNED "AUTOS" SUBJECT TO NO-FAULT. | 10 = |
| | 11 = |



BUSINESS AUTO COVERAGE DECLARATIONS - Farmers Auto (Continued)

Policy Number: FPP 0000742 11

ITEM THREE: SCHEDULE OF OWNED AUTOS

Cov. Auto No.	Description of Covered Auto	Covered Auto VIN	Garage Location	Terr.	Class Code	Cost New/Age Group	GVW/Radius/Use OR Private Passenger/Use
1	2010 VOLKSWAGN TIQUAN	WVGBV7AX9AW529519	WA	030	7399	\$31,000 / 11	PPT/ALL OTHER
2	2017 CHEVROLET COLORADO	1GCPTE1XH1183430	WA	030	7399	\$40,560 / 7	PPT/ALL OTHER
3	2018 KIA OPTIMA EX	5XXGU4L30JG270622	WA	030	7399	\$25,600 / 6	PPT/ALL OTHER

Cov. Auto No.	Liability Premium	Uninsured or Underinsured Motorist Premium	Auto Medical Premium	P.I.P. Premium	Physical Damage Coverages and Premiums						Cov. Auto Total Premium	
					Limit ** ACV or Value	Comprehensive Deductible *	Premium	Specified Causes Premium	Collision Deductible *	Premium		Towing Premium
1	\$379	\$79		\$32	ACV	\$250	\$53		\$500	\$82		\$625
2	\$248	\$79		\$32	ACV	\$250	\$140		\$500	\$283		\$782
3	\$248	\$79		\$32	ACV	\$250	\$99		\$500	\$238		\$696

*See Business Auto Coverage Form CA 00 01, Section III Physical Damage For Limit of Insurance and Deductible Provisions.
 **If a Value Amount is shown in lieu of ACV, refer to Endorsement CA 99 28.

PAULA L. CROSETTI INSURANCE AGENCY LLC
2136 JAMES ST
BELLINGHAM, WA 98225-4140



Personal Umbrella Renewal

RAJEEV D MAJUMDAR
SARA C MAJUMDAR
4029 WILLOWBROOK LN
BELLINGHAM WA 98229-5044

10/23/2023

Dear Rajeev D Majumdar and Sara C Majumdar,

Thank you for choosing Farmers for your umbrella insurance needs. We appreciate the opportunity to offer continued coverage for you contingent upon payment toward the premium as stated below.

Please review the enclosed policy renewal offer document:

- Declaration page – a summary of your insurance coverages, limits, and deductibles

A summary of your premium information is shown below.

Premium at-a-glance

► **Policy Premium** **\$741.00**

This is not a bill. Your bill with the amount due will be mailed separately.

As you review your renewal documents, you will notice an increase in your premium of \$85.00. Some or all of this increase was the result of a state-wide change in the price we charge for insurance coverage. At times, we are required to revise rates for a variety of reasons, including an increase in overall claims, as well as rising medical, repair, or materials costs to settle those claims.

Please contact your agent if you would like to speak with someone about this rate revision and other factors that may have influenced your price. Your agent can also conduct a full household and policy review, and make sure you are receiving all discounts for which you are eligible. Farmers is committed to keeping your rates affordable while providing customized coverage options, and we want to continue to be your choice for insurance.

If you prefer, you can log into farmers.com today to review your balance and make a payment. You can also contact us at 1-877-327-6392 or visit your agent's office with your payment.

Sincerely,

Farmers Insurance Group®

Your Farmers Policy

Policy Number: 76851-13-82

Effective: 12/14/2023 12:01 AM

Expiration: 12/14/2024 12:01 AM

Your Farmers Agent

Paula L. Crosetti Insurance Agency LLC

2136 James St

Bellingham, WA 98225-4140

(360) 676-8893

pcrosetti@farmersagent.com

To file a claim log on to [Farmers.com](https://farmers.com) or the [Farmers® Mobile App](#) or call

1-800-435-7764

Did you know?



Farmers Friendly Review

Contact your agent to learn more about the policy discounts, coverage options, and other product offerings that may be available to you.



Go Paperless

Save stamps, time and trees....Go Paperless! You can choose to receive your Farmers policy documents and/or billing statement electronically. Enroll at farmers.com and choose the paperless options!



Go Mobile

The Farmers® Mobile App gives you 24/7 account access on the go. Text GETAPP to 29141 to download it today!

farmers.com



Personal Umbrella Declaration Page

Policy Number: 76851-13-82
Effective: 12/14/2023 12:01 AM
Expiration: 12/14/2024 12:01 AM
Named Insured(s): Rajeev D Majumdar
 Sara C Majumdar
 4029 Willowbrook Ln
 Bellingham, WA 98229-5044
 rajeev@northwhatcomlaw.com

Underwritten By: Farmers Insurance Exchange
 6301 Owensmouth Ave.
 Woodland Hills, CA 91367

Premiums (Item 1)

Policy Premium **\$741.00**

This is not a bill.

Your bill with the amount due will be mailed separately.

Rated Exposures (Item 2)

Exposure Type	Quantity	Exposure Type	Quantity
Owner Occupied Residence	1	Uninsured/Underinsured Motorist	2
Rental Units	2	Motorized Vehicle	2

Schedule of Underlying Insurance (Item 3)

You have told us you have underlying insurance policies with liability limits listed below. If the underlying policies terminate or the liability limits are less than shown below, in the event of a covered loss we will only pay those damages we would have paid if the limits and policies were in place as scheduled. You must keep the coverages and limits below in effect to avoid gaps in your protection.

Insurance Carrier	Policy Number	Coverage	Limit of Insurance (in thousands of dollars)
Foremost County Mutual Insurance Company	5006862685	Renters 2607 Yew St, Bellingham, WA 98226-3934	500
Truck Insurance Exchange	519683152	Auto Liability	500/500/100
Truck Insurance Exchange	768530991	Homeowner 4029 Willowbrook Ln, Bellingham, WA 98229-5044 2607 Yew St, Bellingham, WA 98226-3934	300

Limits (Item 4)

Coverage Type	Limit (each occurrence)	Coverage Type	Limit (each occurrence)
General Liability	\$2,000,000	Uninsured/Underinsured Motorist	\$1,000,000
Retained Limit	\$250		

farmers.com

Policy No. 76851-13-82

Questions?

Call your agent Paula L. Crosetti
 Insurance Agency LLC at (360)
 676-8893 or email
pcrosetti@farmersagent.com

Manage your account:

Go to www.farmers.com to access
 your account any time!

Declaration Page (continued)

Driver Information

Name	Driver Status	Name	Driver Status
Rajeev D Majumdar	Covered	Sara C Majumdar	Covered

Policy and Endorsements

This section lists the policy form number and any applicable endorsements that make up your insurance contract. Any endorsements that you have purchased to extend coverage on your policy are also listed in the coverages section of this declarations document: 56-5277 4th ed.; J7203 2nd ed.; S7927 4th ed.

Other Information

- Go Green by logging onto Farmers.com or contacting your Farmers Agent.

*Information on Additional Fees

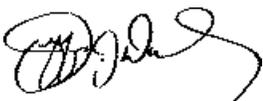
The "Fees" stated in the "Premium/Fees" section on Page 1 apply on a per-policy, not an account basis. The following additional fees also apply:

- Service Charge per installment** (In consideration of our agreement to allow you to pay in installments):
 - For Automatic Bank Payment plans also enrolled in online billing (paperless): **\$0.00** (applied per account)
 - For other Automatic Bank Payment plans: **\$2.00** (applied per account)
 - For Automatic Debit Card plans: **\$3.00** (applied per account)
 - For Automatic Credit Card plans: **\$5.00** (applied per account)
 - For all non-automatic payment plans: **\$7.00** (applied per account)
- Late Fee: \$15.00** (applied per account)
- Returned Payment Charge: \$20.00** (applied per check, electronic transaction, or other remittance which is not honored by your financial institution for reasons including, but not limited to, insufficient funds or a closed account)
- Reinstatement Fee: \$0.00** (applied per policy)

One or more of the fees or charges described above may be deemed a part of premium under applicable state law.

If this account is for more than one policy, changes in these fees are not effective until the revised fee information is provided for each policy.

Countersignature



Authorized Representative



Subscription Agreement Notice

Subscription Agreement Notice

(Please keep for your records)

By payment of the policy premium, you acknowledge that you have received and read the Farmers Insurance Exchange Subscription Agreement (the terms of which are provided below) and that you agree to be bound to all of the terms and conditions of the Subscription Agreement.

Under the Subscription Agreement, you appoint Farmers Underwriters Association (the "Association") to act as the attorney-in-fact. The Association has acted in this capacity since 1928. The Subscription Agreement provides for payment of compensation to the Association for its becoming and acting as attorney-in-fact. This compensation consists of a membership fee and a percentage of premiums on all policies of insurance or reinsurance issued or effected by the Exchange. These fees are included in your policy payment and are not an additional fee.

We reserve the right to request that you provide us with a signed Subscription Agreement and if you fail to do so, your coverage may be terminated.

Subscription Agreement

For and in consideration of the benefits to be derived therefrom the subscriber covenants and agrees with Farmers Insurance Exchange and other subscribers thereto through their and each of their attorney-in-fact, the Farmers Underwriters Association, to exchange with all other subscribers' policies of insurance or reinsurance containing such terms and conditions therein as may be specified by said attorney-in-fact and approved by the Board of Governors or its Executive Committee for any loss insured against, and subscriber hereby designates, constitutes and appoints Farmers Underwriters Association to be attorney-in-fact for subscriber, granting to it power to substitute another in its place, and in subscriber's name, place and stead to do all things which the subscriber or subscribers might or could do severally or jointly with reference to all policies issued, including cancellation thereof, collection and receipt of all monies due the Exchange from whatever source and disbursement of all loss and expense payments, effect reinsurance and all other acts incidental to the management of the Exchange and the business of interinsurance; subscriber further agrees that there shall be paid to said Association, as compensation for its becoming and acting as attorney-in-fact, the membership fees and twenty per centum of the Premium Deposit for the insurance provided and twenty per centum of the premiums required for continuance thereof.

The remaining portion of the Premium Deposit and of additional term payments made by or on behalf of the subscriber shall be applied to the payment of losses and expenses and to the establishment of reserves and general surplus. Such reserves and surplus may be invested and reinvested by a Board of Governors duly elected by and from subscribers in accordance with provisions of policies issued, which Board or its Executive Committee or an agent or agency appointed by written authority of said Executive Committee shall have full powers to negotiate purchases, sales, trades, exchanges, and transfers of investments, properties, titles and securities, together with full powers to execute all necessary instruments. The expenses above referred to shall include all taxes, license fees, attorneys' fees and adjustment expenses and charges, expenses of members' and governors' meetings, agents' commissions, and such other specified fees, dues and expenses as may be authorized by the Board of Governors. All other expenses incurred in connection with the conduct of the Exchange and such of the above expenses as shall from time to time be agreed upon by and between the Association and the Board of Governors or its Executive Committee shall be borne by the Association.

The principal office of the Exchange and its attorney-in-fact shall be maintained in the City of Los Angeles, County of Los Angeles, State of California.

This agreement can be signed upon any number of counterparts with the same effect as if the signatures of all subscribers were upon one and the same instrument, and shall be binding upon the parties thereto, severally and ratably as provided in policies issued. Wherever the word "subscriber" is used the same shall mean members of the Exchange, the subscriber hereto, and all other subscribers to this or any other like agreement. Any policy issued hereon shall be non-assessable.



Privacy Policy

This notice describes our privacy policies and procedures in safeguarding information about customers and former customers that obtain financial products or services for personal, family or household purposes. **Please note that if state law is more protective of an individual's privacy than federal privacy law, we will protect information in accordance with state law while also meeting federal requirements.**

Information We Collect

We may collect the following categories of information for the purposes identified below. Please note that the examples are not an exhaustive list and may fall into multiple categories. Categories and specific pieces of information collected may vary depending on the nature of your relationship with us.

Category	Examples
Personal Identifiers	Name, alias, address, social security number, date of birth, passport number, unique personal identifier, online identifier, IP address, e-mail address, account name, government issued identification number, phone number, signature
Personal Characteristics	Gender, demographic, medical and health, convictions, marital status, offspring, driving record, family member/other status, and other descriptions of your physical characteristics.
Commercial Information	Personal property, insurance policy number, medical information, or health insurance information, purchased products or services, considered products or services, purchasing or consuming histories or tendencies.
Biometric Information	Voice print, photo.
Internet or network activity	Information regarding your interactions with websites, applications, and advertisements, browser type, electronic communications, IP address, cookies.
Geolocation	IP address, physical address, telephone number, state, municipality, location, devices, applications on mobile and computer devices.
Audio, electronic, visual, thermal, olfactory	Audio, electronic, photo, visual information, such as a call or video recording, voicemail messages.
Professional information and Employment information/Education Information	Job titles, work history, school attended, employment status, veteran, or military status.
Education Information	Job titles, work history, school attended, marital status, e-mail, telephone recordings.
Inferences	Preferences, behaviors, characteristics, trends, predispositions, attitudes, abilities, and aptitudes.
Sensitive Personal Information	Social security number, driver's license number, state ID card, account login, precise geo-location, bank account number, credit or debit card number, or any other financial information, trade union membership, your communications with us.

Purposes for Collection of Personal Information

We collect and use your personal information to offer, provide and maintain insurance products and related services to you. We may use your personal information for one or more of the following purposes:

- To offer, provide, and maintain insurance products and related services to you;
- To authenticate and verify your identity; to maintain your preferences and to contact you;
- Security: authentication and verification of your identity, fraud identification and protection;
- Conduct analytics, research and development, improvement of our products and services;
- To conduct quality assurance;
- To provide a location-based product or service requested by you;
- To apply relevant discounts;
- To create profiles based on personal information collected and reflecting individual preferences to provide appropriate or relevant products and services and improve and analyze our products and services and provide relevant marketing;

We collect certain information ("nonpublic personal information") about you and the members of your household ("collectively, you") from the following sources:

- Information you provide on applications or other forms, such as your social security number, assets, income, and property information.
- Information about your transactions with us, our affiliates, or others, such as your policy coverage, premiums, and payment history.
- Information from your visits to the websites we operate, use of our mobile sites and applications, use of our social media sites, and interaction with our on-line advertisements.
- Information we receive from consumer reporting agencies or insurance support organizations, such as motor vehicle records, credit report information, and insurance claim history; and
- If you obtain a life, long-term care, or disability product, information we receive from you, medical professionals who have provided care to you and insurance support organizations, regarding your health.

How Long Do You Retain My Information

We retain your personal data for as long as reasonably necessary to fulfill the purpose for which it was collected or to comply with legal, regulatory, or internal procedures or obligations.

How We Protect Your Information

Our customers are our most valued assets. Protecting your privacy is important to us. We restrict access to personal information to those individuals, such as our employees and agents, who provide you with our products and services. We require individuals with access to your information to protect it and keep it confidential. We maintain physical, electronic, and procedural safeguards that comply with applicable regulatory standards to guard your nonpublic personal information. We do not disclose any nonpublic personal information about you except as described in this notice or as otherwise required or permitted by applicable law.

Information We Disclose

We may disclose the nonpublic personal information we collect about you, as described above, to our affiliates, to companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements, and to other third parties, all as permitted by law and for our everyday business purposes, such as to process your transactions and maintain your accounts and insurance policies. Many employers, benefit plans or plan sponsors restrict the information that can be shared about their employees or members by companies that provide them with products or services. If you have a relationship with Farmers

or one of its affiliates as a result of products or services provided through an employer, benefit plan or plan sponsor, we will follow the privacy restrictions of that organization.

We are permitted to disclose personal health information:

- (1) to process your transaction with us, for instance, to determine eligibility for coverage, to process claims or to prevent fraud.
- (2) with your written authorization, and
- (3) otherwise as permitted by law.

When you are no longer our customer, we continue to share your information as described in this notice.

Sharing Information with Affiliates

The Farmers Insurance Group[®] of Companies includes affiliates that offer a variety of financial products and services in addition to insurance. Sharing information enables our affiliates to offer you a more complete range of products and services.

We may disclose nonpublic personal information, as described above in Information We Collect, as permitted by law to our affiliates, which include:

- Financial service providers such as insurance companies and reciprocals, investment companies, underwriters, and brokers/dealers.
- Non-financial service providers, such as data processors, billing companies and vendors that provide marketing services for us.

We are permitted by law to share with our affiliates information about our transactions and experiences with you. In addition, we may share with our affiliates consumer report information, such as information from credit reports and certain application information, received from you and from third parties, such as consumer reporting agencies and insurance support organizations.

Important Privacy Choices

You have choices about the sharing of some information with certain parties. These choices may differ based on the particular affiliate(s) with which you do business.

For 21st Century customers: We are offering you an Opt-Out opportunity which is included with your policy documents. If you prefer that we not share your consumer report information with Farmers you may opt-out of such disclosures that is, you may direct us not to make those disclosures --other than as otherwise permitted by law. You may do so by following the procedure explained in the Opt-Out Form. You may opt-out only by returning the Opt-Out Form. We will implement your request within a reasonable time. If it is your decision not to opt-out and to allow sharing of your information with the Farmers affiliates, you do not need respond in any way.

For Bristol West customers: If you prefer that we not share consumer report information with our affiliates, except as otherwise permitted by law, you may use the Opt-out form included with your policy documents. Please verify that your Bristol West policy number is listed. If not, please add the policy numbers on the form and mail to the return address printed on the form. We will implement your request within a reasonable time after we receive it. Any policyholder may opt-out on behalf of other joint policyholders. An opt-out by any joint policyholder will be deemed to be an opt-out by all policyholders of the policy. If it is your decision not to opt-out and to allow sharing of your information with our affiliates, you do not need to request an Opt-Out or respond to us in any way.

For Farmers customers: If you prefer that we not share consumer report information with our affiliates, except as otherwise permitted by law, you may request an Opt-Out Form by calling toll free, 1-800-327-6377, (please have all of your policy numbers available when requesting Opt-Out Forms). A form will be mailed to your attention. Please verify that all of your Farmers policy numbers are listed. If not, please add the policy numbers on the form and mail to the return address printed on the form. Any policyholder may opt out on behalf of other joint policyholders. An opt-out by any joint policyholder will be deemed to be an opt-out by all policyholders of the policy issued by the affiliates listed on the Farmers Privacy Notice. We will implement your request within a reasonable time after we receive the form.

If you decide not to opt-out or if you have previously submitted a request to opt-out on each of your policies, no further action is required.

Additionally, under the California Consumer Privacy Act (“CCPA”), California residents have the right to opt out of the sale of personal information to certain third parties. Although we do not currently share personal information in a manner that would be considered a sale under CCPA, you may still submit a request to opt out by calling us at 1-855-327-6548 or submitting a request through our CCPA Web Form at <https://www.farmers.com/california-consumer-privacy/>.

Modifications to our Privacy Policy

We reserve the right to change our privacy practices in the future, which may include sharing nonpublic personal information about you with other nonaffiliated third parties. Before we make any changes, we will provide you with a revised privacy notice and give you the opportunity to opt-out of, or, if applicable, to opt-in to that type of information sharing.

Website and Mobile Privacy Policy

Our Enterprise Privacy Statement includes our website and mobile privacy policies which provides additional information about website and mobile application use. Please review those notices if you transmit personal information to us over the Internet through our websites and/or mobile applications

Recipients of this Notice

While any policyholder may request a copy of this notice, we are providing this notice to the named policyholder residing at the mailing address to which we send your policy information. If there is more than one policyholder on a policy, only the named policyholder will receive this notice. You may receive more than one copy of this notice if you have more than one policy with us. You also may receive notices from affiliates, other than those listed below.

More Information about these Laws?

This notice is required by applicable federal and state law. For more information, please contact us.

Signed

Farmers Insurance Exchange, Fire Insurance Exchange, Truck Insurance Exchange, Mid-Century Insurance Company, Farmers Insurance Company, Inc. (A Kansas Corp.), Farmers Insurance Company of Arizona, Farmers Insurance Company of Idaho, Farmers Insurance Company of Oregon, Farmers Insurance Company of Washington, Farmers Insurance of Columbus, Inc., Farmers Insurance Hawaii, Inc., Farmers New Century Insurance Company, Farmers Services Insurance Agency, Farmers Specialty Insurance Company, Farmers Texas County Mutual Insurance Company, Farmers Financial Solutions, LLC (a member of FINRA and SIPC)*, FFS Holding, LLC, Illinois Farmers Insurance Company, Mid-Century Insurance Company of Texas, Texas Farmers Insurance Company, Civic Property and Casualty Company, Exact Property and Casualty Company, and Neighborhood Spirit Property and Casualty Company, American Federation Insurance Company, 21st Century Advantage Company, 21st Century Assurance Company, 21st Century Casualty Company, 21st Century Centennial Insurance Company, 21st Century Insurance & Financial Services, Inc., 21st Century Insurance Company, 21st Century North America Insurance Company, 21st Century Premier Insurance Company, Hawaii

Insurance Consultants Ltd., American Pacific Insurance Company, Inc., Bristol West Casualty Insurance Company, Bristol West Holdings, Inc., Bristol West Insurance Company, Bristol West Insurance Services of California, Inc., Bristol West Insurance Services, Inc. of Florida, Bristol West Preferred Insurance Company, BWIS of Nevada, Inc.; Coast National Holding Company, Coast National Insurance Company; Foremost County Mutual Insurance Company, Foremost Insurance Company Grand Rapids, Michigan, Foremost Lloyds of Texas, Foremost Property and Casualty Insurance Company, Foremost Signature Insurance Company, and Security National Insurance Company (Bristol West Specialty Insurance Company in TX), Farmers Property and Casualty Insurance Company, Farmers Casualty Insurance Company, Farmers Group Property and Casualty Insurance Company, Economy Fire & Casualty Company, Economy Preferred Insurance Company, Farmers Lloyds Insurance Company of Texas, Economy Premier Assurance Company, Farmers Direct Property & Casualty Insurance Company, Toggle Insurance Company.

The above is a list of the affiliates on whose behalf this privacy notice is being provided. It is not a comprehensive list of all affiliates of the companies comprising the Farmers Insurance Group of Companies.

*For more background information on Farmers Financial Solutions, LLC (“FFS”) or its registered representatives/Agents, visit FINRA’s BrokerCheck at www.finrabrokercheck.com or call the BrokerCheck toll free hotline at (800) 289-9999. You may obtain information about the Securities Investor Protection Program (SIPC) including the SIPC brochure by contacting SIPC at (202) 371-8300 or via the internet at www.sipc.org. FFS is registered with the US Securities and Exchange Commission and the Municipal Securities Rulemaking Board (MSRB). The MSRB website is accessible at www.msrb.org and includes an Investor Brochure that describes the protections that may be provided by the MSRB and how to file a complaint with the appropriate regulatory authority.



2023 Exchange Update

Dear Fellow Farmers Insurance Exchange Member:

As we close the books on 2022, Farmers Insurance Group® continues to provide its customers with coverage options to help them manage risk and meet their insurance needs. We strive to deliver the best value and experience to every customer we're privileged to serve. Farmers appreciates your business and looks forward to continuing to earn your confidence for many years to come.

Farmers Insurance Exchange is one of the insurers comprising Farmers Insurance Group®. Farmers Insurance Exchange along with Fire Insurance Exchange and Truck Insurance Exchange, and their subsidiaries and affiliates, provide automobile, homeowners, personal umbrella, and business owners insurance. For more information, please visit farmers.com.

Recent Developments

- We have transitioned to new Farmers Group, Inc. CEO Raul Vargas as former CEO Jeff Dailey retired after 11 years as CEO on December 31, 2022.
- Farmers expanded on its digital focused eCheckout initiative to improve customers' purchase and onboarding experience. eCheckout is now available in 26 states for Farmers auto, home, renters, condo, and umbrella products.
- In a year of elevated weather catastrophes, Farmers responded with our award-winning Catastrophe team to serve our customers and help communities in need, including during Hurricane Ian where Farmers was the first insurer on the scene.

Better Together

- Farmers became the first U.S. based insurer to sign the United Nations Principles for Sustainable Insurance.
- Farmers updated its "Diversity & Inclusion" commitment to "Diversity, Equity, Inclusion & Belonging". The addition of Equity and Belonging emphasizes the importance of both within the Farmers culture.
- Farmers Claims introduced enhanced customer service options for Spanish speaking customers by providing Spanish survey options and introducing a new bilingual skillset option.

Your Voting Rights

As a member of Farmers Insurance Exchange, you have the important right to vote for representatives of the Exchange Board of Governors. To ensure that all our customers have an opportunity to exercise their voting rights, we now have three ways in which you can cast your votes. You may vote in person at the Annual Meeting of Members of Farmers Insurance Exchange, appoint a proxy to act on your behalf by requesting and returning a completed proxy form, or conveniently cast your votes online through your Farmers.com account. Additional information on Farmers Insurance Exchange and your voting options can be found in the FAQs on the other side of this page.

Thank you for your ongoing support and participation.

Sincerely,

A handwritten signature in black ink, appearing to read "Thomas G. Allen".

Thomas G. Allen
Chair of the Board of Governors of Farmers Insurance Exchange

2023 Exchange Update (continued)

FREQUENTLY ASKED QUESTIONS

As a member of Farmers Insurance Exchange, we want you to understand the basics of the operation of an Exchange because, as you will see below, you are an owner of the Exchange.

What is an Exchange?

An Exchange is an insurance organization, which operates in most ways like any other insurance company, but with a few key differences. Farmers Insurance Exchange was organized under a provision in the California Insurance Code, which allows insureds to "exchange" policies with other insureds. Because the insureds cannot practically be involved in actually issuing policies, collecting premium, paying commissions to agents, etc., they appoint a third party - called an "attorney-in-fact" (AIF) - to perform those duties on their behalf for a fee. That appointment is made through a document called a "Subscription Agreement." You were asked to sign a Subscription Agreement at the time you applied for insurance with Farmers Insurance Exchange and that is how you became a member (aka subscriber).

Who owns the Exchange?

You do. Subscribers of the Exchange are owners until such time as they no longer have insurance from the Exchange. Subscribers elect a Board of Governors which supervises the financial affairs of the Exchange and the performance of the AIF in conformity with the Subscription Agreement terms.

Why is an AIF fee paid to Farmers Underwriters Association (FUA)?

Under the Subscription Agreement mentioned above, members appoint FUA to perform certain of the tasks, such as policy issuance and collection of premium, which are involved in running an insurance operation. The Subscription Agreement specifies an AIF fee of 20 percent of premium, although FUA has taken less than that amount.

What is FUA?

FUA is the business name utilized by Farmers Group, Inc. (FGI) to describe its functions as the AIF for Farmers Insurance Exchange. FGI is part of the Zurich Insurance Group, Ltd (ZIG), a Swiss company. Neither FUA, FGI nor ZIG has any ownership interest in Farmers Insurance Exchange, which is owned by its subscribers (insureds).

How was your premium dollar spent by Farmers Insurance Exchange in 2022?

Your premium dollar covers Exchange costs including losses incurred, acquisition costs, taxes, license fees, the AIF fee, and any contributions to surplus. For 2022, the AIF fee was 12.3% of the premium dollar, which included the AIF profit of 6.59% of the premium dollar for that year.

Can the Exchange lose money?

If premiums collected exceed claims payments and other expenses (including the fee for the AIF), then the Exchange retains those net premium earnings (as contributions to surplus). If premiums are not sufficient to cover claims and expenses, the Exchange will lose money. That's one reason it is important to build surplus to pay future losses. The AIF does not participate in claims losses and does not enjoy any net premium earnings. Importantly, subscribers are not responsible for any losses the Exchange might suffer.

How can I exercise my right to vote?

You may exercise your voting rights in any of the following ways:

1. By attending the annual members' meeting in Woodland Hills, CA on March 18, 2024 at 2 PM,
2. Electronically through your Farmers.com account (voting will be available from January 1, 2024 to March 8, 2024 and you will be required to create a Farmers.com account if you do not already have one), or
3. Through mail by requesting a paper proxy from the Subscriber Relations Office (completed proxies must be received by March 8, 2024)

Where can I get more information about the Exchange, or obtain a paper proxy?

You can go to www.farmers.com/about-us for most questions. If you have additional questions or want to obtain a paper proxy along with a postage paid envelope to confidentially return your proxy, please contact:

Subscriber Relations Office
Farmers Insurance Exchange
Attn: Corporate Secretary
P.O. Box 4461
Woodland Hills, CA 91365
Subscriber.relations@farmersinsurance.com