

CITY OF BELLINGHAM
CONTRACT#

Contract Authorization Routing

Number
(Assigned by FINANCE)

2007-0247

Tracking Number: MAPH-734SE2
Type: Contract
Dept: PUBLIC WORKS

Contracting Party	GeoNorth	Original Cont #	
Name/Project #	On-Call GIS Services		
Termination Date	05/31/2008	If Contract is Extended, New Termination Date:	
City Project Mgr	Don Burdick		

Certificate of Insurance Attached Waived N/A

Is Notary required? No

P.O. Required? No Maximum Payable \$\$ See Contract

Exhibits Attached: Yes No

Special Instructions: Please give copy to Mary Newby after scanning.

5/22 Distribution: Original - Attach to Contract, Copy: Return to Originating Dept.
Modification of Contract - Attach Copy of Original Contract to Physical document

Approval Cycle Settings

- 1 Approval conditions: 100 % approval
- 2 Routing method: Serial (one at a time)
- 3
- 4 Grp_PWeRouter: Yes
- 5 Allow Approver comments: Yes
- 6 Automatically Delegate to Assistant...: Yes No
- 7 Automatically Skip Approvers...: Yes No
- 8 Days until skipped/delegated: \

Notification

Access

5/23/07 Rev'd Inance
✓ Sean

ON-CALL SERVICES AGREEMENT
CITY OF BELLINGHAM – GeoNorth

The CITY OF BELLINGHAM, a municipal corporation of the State of Washington, located at City Hall, 210 Lottie Street, Bellingham, Washington, 98225 (hereinafter the "City"), and GeoNorth, 921 SW Washington St., Suite 777, Portland OR 97205 (hereinafter the "Contractor"), in consideration of the mutual covenants herein, agree as follows:

I. **OBJECTIVE.** The objective of this Agreement is On-Call GIS Services that expire on May 31, 2008.

II. **TERM OF AGREEMENT.** The term of this Agreement is from May 31, 2007 to May 31, 2008. However, any and all task orders issued prior to the expiration of the term shall automatically extend the term of this Agreement, only with respect to the work to be performed under that task order (the "Task Order Work"), until such date as the Task Order Work is complete.

III. **RESPONSIBLE OFFICERS.**

A. The City representative for a given item of work to be performed hereunder shall be identified as the "Project Manager" on the Task Order for such work.

B. The City designates Don Burdick, GIS/Technical Services Manager as its Representative for the Project. The City's Representative is its liaison officer to the Contractor for all purposes in carrying out the Project.

C. Contractor designates the following persons as those assigned to this Project; changes may only be made with the City's written acquiescence: Ms. Stephanie Luasik ~~Q~~ MARSHALL PAYNE ~~(M)~~

IV. SCOPE OF WORK UNDERTAKEN BY CONTRACTOR AND PROJECT

SCHEDULE. Contractor agrees to perform On-Call GIS Services for the City as requested from time to time and as designated by Task Order. If notified by a City Project Manager of the scope of a given project, Contractor shall deliver in writing or by fax a signed quote indicating (a) Contractor's availability to perform the work requested, (b) the not-to-exceed price (and basis for same) to perform the work, and (c) the estimated time for performance. If selected to perform the work, a Task Order will be executed by Contractor and the appropriate City Department, which document shall incorporate by reference all applicable provisions of this Agreement for Contractor Services.

V. PAYMENT.

- A. Payments to the Contractor will be made monthly for work done during the previous month, based on invoices submitted to the Project Manager. A short narrative progress report shall accompany each invoice, which report shall discuss any problems or potential causes for delay, with the status of the Project, amount of work completed, and other relevant information.
- B. The cost records and accounts pertaining to this Agreement are to be kept available for inspection by representatives of the City or any other governmental agency with jurisdiction for a period of three (3) years after final payment.
- C. The basis for payment is indicated on attached Exhibit A, which is incorporated herein by this reference. Exhibit A shall include the contractor's range of rates by position classification. Exhibit A shall be in effect for the entire contract period unless this Agreement is modified in writing and signed by the parties.

VI. CHANGES AND ADDITIONAL WORK.

- A. Upon request of the City, the Contractor shall make such revisions in work done under this Agreement as are necessary to correct errors or omissions appearing therein and make such other minor revisions as are reasonably requested, without additional compensation therefor.

- B. The City may, at any time, by written order direct the Contractor to revise portions of the Project work previously completed in a satisfactory manner, delete portions of the Project, make other changes within the general scope of the services or work to be performed under this Agreement, or request other additional work not reasonably implied by the scope of work. If such changes cause an increase or decrease in the Contractor's cost of or time required for performance of any service under this Agreement, an equitable cost and/or completion time adjustment shall be made, and this Agreement shall be modified in writing accordingly. The Contractor must assert any claim for adjustment under this section in writing within thirty days from the date of receipt by the Contractor of the notification of change.

VII. INFORMATION AND WORK PROVIDED BY THE CITY. Such data as is possessed by the City and is useful or necessary to the Contractor in order to carry out the Project shall be turned over to the Contractor at a time and place mutually convenient. The Contractor is entitled to rely on the data provided. Except as specifically provided in this section, the City is not required to retain additional Contractors, do research or obtain additional data for use by the Contractor at the City's expense.

VIII. CONTRACTOR'S STUDIES, REPORTS AND WORK PRODUCT.

- A. The Contractor shall prepare such information and studies as may be pertinent and necessary, or as may be requested by the City, in order that the City may pass critical judgment on the features of the work. This item does not constitute additional work as described in this Agreement.

- B. All documents, maps, programming source code, configuration files, models, data and other materials of whatever kind prepared by the Contractor pursuant to this Agreement shall be deemed property of the City upon completion or termination of this Agreement. The Contractor may keep file copies of its work product, but shall retain no other rights of ownership therein.

IX. TIME OF BEGINNING AND COMPLETION.

- A. The Contractor shall not begin work under the terms of this Agreement until authorized in writing by the City's Project Manager. The completion time for all work under this Agreement shall be the Project schedule contained in the Scope of Work.
- B. Established completion time is a material part of this Agreement and shall not be extended because of any unwarranted delays attributable to the Contractor. However, it may be extended by the City in the event of a delay attributable to the City or because of unavoidable delays caused by an act of God or other conditions beyond the control of the Contractor.

X. RELATIONSHIP OF THE PARTIES: SUBCONTRACTING.

- A. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement; and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration or otherwise recover the full amount of such fee, commission, percentage, gift or contingent fee.

- B. During the period of this Agreement, the Contractor shall not engage, on a full-time, part-time, or other basis, any professional or technical personnel who are, or have been at any time during the period of this Agreement, in the employ of the City (except regularly retired employees) without written consent of the City.
- C. This Agreement is for the performance of professional services. The parties intend that the Contractor shall be an independent Contractor in the performance of services rendered pursuant hereto. To this end, Contractor represents that it is customarily in the business of providing the services described in this Agreement, has its own place of business, is eligible for and does file with the Internal Revenue Service a schedule of business expenses, has established or will timely establish an account with the State Department of Revenue and has received a unified business identifier number, and maintains a separate set of books and records for such business.
- D. Any and all employees of the Contractor while engaged in the performance of any work or services required by the Contractor under this Agreement shall be considered employees of the Contractor only and not of the City. Any and all claims that may or might arise under the Workers Compensation Act on behalf of said employees while so engaged on any of the work or services to be rendered herein shall be the sole obligation and responsibility of the Contractor.
- E. None of the services covered by this Agreement shall be subcontracted by the Contractor without written consent of the City, executed by its Project Manager. The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it. The Contractor shall insert in each subcontract appropriate provisions requiring compliance with the provisions of this Agreement, and subcontractors shall be deemed to be bound by all the terms hereof unless specifically allowed by modification hereto.

XI. CONFLICT OF INTEREST.

- A. Contractor covenants that it presently has no pecuniary or proprietary interest and shall not acquire any such interests, direct or indirect, which conflicts in any manner or degree with the performance of services required to be performed under this Agreement. The Contractor further covenants that in the performance of this Agreement no person or subcontractor having such interest shall be employed.
- B. No members of the City government and no other officer, employee or agent of the City who exercises any functions or responsibilities in connection with carrying out the Project shall have any personal interest, direct or indirect, in this Agreement.

XII. DISPUTE RESOLUTION, ATTORNEYS' FEES, AND APPLICABLE LAW.

- A. The City and the Contractor shall give each other prompt notice of any development either observes or becomes aware of which affects the scope or timing of the Project or involves any defect in the work of Contractor, contractors or subcontractors. In the event of material disagreements between the City's Project Manager and the Contractor's Representative arising out of this Agreement, the issue shall be addressed at meetings between the parties, which shall in such case also include at least the Project Manager and the Contractor's Representative (or equivalent), all of whom shall use their best efforts to timely resolve the dispute.
- B. In the event of litigation to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs.
- C. This Agreement and all provisions hereof shall be interpreted in accordance with the laws of the State of Washington in effect on the date of execution of this Agreement. The Superior Court of Whatcom County, Washington, shall

have exclusively jurisdiction and venue over any legal action arising under this Agreement, without recourse to any principles of Conflicts of Laws.

XIII. TERMINATION.

- A. In the event of the death of a member, partner, or officer of the Contractor, or any of its supervisory personnel assigned to the Project, the surviving members of the Contractor hereby agree to complete the work under the terms of this Agreement if requested to do so by the City in its sole discretion.

- B. In the event that funding is withdrawn, reduced or limited in any way after the effective date of this Agreement due to City budgetary constraints, and prior to its normal completion, the City 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 City deems that the continuation of the services covered by this Agreement is no longer in the best interest of the City, the City may summarily terminate this Agreement in whole notwithstanding any other termination provision of this Agreement. Termination under this Section shall be effective upon receipt of written notice thereof. Nothing herein prevents Contractor from being paid sums, duly documented, for work performed prior to termination.

- C. Should either party hereto believe that the other has failed to substantially perform all or a material part of its obligations under the Agreement, it shall deliver written notice to that effect to the other, specifying the alleged default and giving the other party fifteen (15) days to cure such default. Thereafter, should the default not be remedied to the satisfaction of the non-defaulting party, this Agreement may be terminated upon seven (7) days written notice (delivered by certified mail). In the event of termination under this subparagraph, the Contractor shall be paid an amount, in the discretion of the Project Manager, which takes into account actual costs incurred by the Contractor in performing the Project work to the date of termination, the

amount of work originally required which was satisfactorily completed to the date of termination, the cost to the City of completing the work itself or of employing another firm to complete it and the inconvenience and time which may be required to do so, along with any other factors which affect the value to the City of the Project work which has been performed to the date of termination. In no event shall the Contractor receive an amount based on anticipated profit on unperformed services or other work.

- D. Upon receipt of a termination notice, the Contractor shall promptly discontinue all services affected unless the notice directs otherwise, and shall promptly deliver or otherwise make available to the City all data, drawings, specifications, calculations, reports, estimates, summaries, and such other information and materials as the Contractor or its subcontractors may have accumulated in performing this Agreement, whether completed or in progress, and shall also make available all equipment and/or materials purchased specifically for the Project where the City has reimbursed the Contractor therefor. The City may thereafter, in its sole option, take over the work and prosecute the same to completion by whatever means it chooses. Contractor shall have the right, during the termination notice period, to complete such analyses and records as necessary to place its files in order and, when necessary for protection of its professional reputation, to produce a report of services completed to the date of termination.

- E. Termination of this Agreement shall not prevent the City from invoking those provisions herein necessary to protect or enforce its rights hereunder, which provisions shall survive termination.

XIV. LEGAL RELATIONS AND INSURANCE.

- A. To the best of its ability, the Contractor shall comply, and shall ensure its subcontractors comply, with all City ordinances and resolutions, and federal and state grant agreements and local laws, regulations and ordinances applicable to the work and services to be performed under this Agreement.
- B. The Contractor shall defend, indemnify and hold harmless the City, its officers, employees, principals and agents from any and all injury or damage to the City or its property, and also from all claims, demands, causes of action, or suits of any kind that arise directly or indirectly out of, are incident to or are due to any actual or alleged negligence, act of willful misconduct, or breach of duty by the Contractor, its agents, employees, representatives or subcontractors in performing work and services under this Agreement. In the event of any claim against the City or against both the City and the Contractor involving an allegation of negligence, act of willful misconduct, or breach of duty on the part of the Contractor, the Contractor shall be responsible for promptly providing a defense to the City. In the event of an ultimate finding of sole negligence by the City, its officers, employees, principals, or agents, the City shall reimburse the Contractor for its defense costs and shall satisfy any judgment against it. In the event of an ultimate finding of concurrent negligence by the Contractor and the City, the Contractor's and the City's responsibility for defense costs and for satisfying any judgement shall be proportionate to the percentage of each party's negligence or that of its agents, employees, representatives and subcontractors. In the event of an ultimate finding of no negligence by the City, the Contractor shall have total responsibility for defense costs and for satisfying any judgment.
- C. The Contractor specifically agrees to defend and indemnify the City from claims or suits brought by Contractor's own employees against the City. For this purpose, Contractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW. Further, the indemnification obligation under this Agreement shall not be limited in any way by any limitation on benefits payable to or for any

third party under the workers' compensation acts. This waiver has been mutually negotiated by the parties.

- D. The City's rights and remedies in this Agreement are in addition to any other rights and remedies provided by law or equity.
- E. Prior to execution of the Agreement, the Contractor shall file with the City appropriate evidence of insurance from insurer(s) certifying to the coverage of all insurance required herein and which will be subject to approval by the City. In the event that the Contractor is unable, through no fault or neglect, to maintain such insurance, the City shall have the right to terminate the Agreement pursuant to paragraph XII after giving the Contractor a reasonable opportunity to find alternate insurance coverage acceptable to the City. All insurance policies shall be endorsed to require the insurer to provide thirty days' notice of cancellation.
- F. The Contractor shall require that all subcontractors obtain and maintain comprehensive general liability, professional liability and workers compensation insurance appropriate and applicable to the scope of work and services to be performed by such subcontractors. It shall be the responsibility of the Contractor to initially determine the appropriate and applicable insurance coverage, which will be submitted to the City for approval. The Contractor shall furnish to the City insurance certificates for all subcontractors.
- G. The Contractor shall obtain and maintain the minimum limits of liability insurance set forth below. By requiring such minimum limits, the City shall not be deemed to have assessed the risks which may be applicable to the Contractor under this Agreement. The Contractor shall assess its own risks and, if it deems it appropriate and prudent, maintain greater limits. The insurance of the Contractor shall be the primary insurance with respect to those matters indemnified pursuant to paragraphs B and C above. The City, which shall be interpreted to include its officials and employees, shall be named as additional insured on all liability insurance policies(together with any

required endorsement evidencing such status), except professional liability insurance. Said insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability (all insurance certificates shall be attached). Such policies shall provide the coverage required as follows for any and all occurrences arising out of the Contractor's performance under this Agreement:

1. Broad form Commercial General Liability, affording limits of liability of \$1,000,000 as a combined single limit per occurrence for bodily injury, personal injury, and property damage.
2. Automobile liability affording limits of liability of \$1,000,000 as a combined single limit per accident for bodily injury and property damage.
3. If professional services are performed as part of the contract, professional liability insurance, affording limits of liability of \$1,000,000 in the aggregate covering all professional activities performed under this contract. If the insurance maintained by the Contractor is maintained on a "claims made" basis rather than an occurrence basis, said insurance shall be continued by the Contractor until at least five years after the date of the completion of the Project.
4. Workers Compensation coverage as required by the laws of the State of Washington. The insurer shall waive all rights of subrogation against the City or its agents for losses arising from work performed by the Contractor.

XV. ASSIGNMENT. The Contractor shall not sublet or assign any of the work covered by this Agreement without the express written consent of the City.

XVI. EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES. The Contractor agrees that it will comply with all State and local non-discrimination laws and regulations in effect at the time this Agreement is executed. The Contractor shall also comply with all

Federal non-discrimination laws and regulations if any of this Agreement is financed with Federal funds.

XVII. COMPLIANCE WITH LOCAL LAWS. The Contractor shall be duly licensed (including Business Registration with the City of Bellingham) and shall comply with all applicable laws, ordinances, and codes of the State and local governments.

XVIII. ACCOUNTING AND AUDIT.. The Contractor agrees to keep records of all financial matters pertaining to this Agreement in accordance with generally accepted accounting principles. The financial records shall be made available to representatives of the City or any other governmental agency with jurisdiction for audit, at such reasonable times and places as the City shall designate.

XIX. NOTICE. Any notice required to be given under the terms of this Agreement shall be directed to the party at the address set forth herein below:

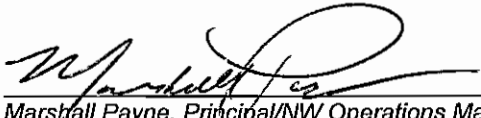
City: City of Bellingham
Public Works Dept
2221 Pacific St.
Bellingham, WA 98229

Attn: Don Burdick, GIS/Technical Services Manager


Contractor: GeoNorth
921 SW Washington St., Suite 777
Portland, OR 97205

Attn: ~~Ms. Stephanie Lukasik~~ *MR. MARSHALL PAYNE*

XX. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the parties hereto and supersedes all other prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or cancelled by a duly executed document in writing pursuant to this Agreement. This Agreement supersedes and takes precedence over any prior agreements with the City of Bellingham.

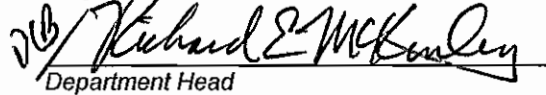

Marshall Payne, Principal/NW Operations Manager

DATED, this the 16th day of April, 2007.

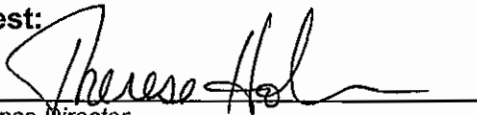

MAY 22 2007

Mayor

Departmental Approval:


Department Head

Attest:



Finance Director

Approved as to Form:

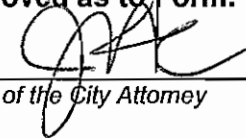

Office of the City Attorney

Exhibit A

GeoNorth Rates

Position	Hourly Rate
Project Manager	\$150
Business Analyst	\$125
On-site Mentoring	\$125
Senior GIS Programmer/Analyst	\$125
GIS Programmer/Analyst	\$125
GIS Technician	\$125
Senior Database Programmer/Analyst	\$125
Database Programmer/Analyst	\$125
Web Application Programmer	\$125
Senior Network/System Engineer	\$125
Network/System Engineer	\$125

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/3/2007

PRODUCER (907) 297-7300
Wells Fargo Insurance Services of Alaska, Inc.
1500 W. Benson Blvd.
Suite 102
Anchorage, AK 99503

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED 3GLP, Inc.
DBA GeoNorth, LLC & Public Knowledge Systems, LLC
P.O. Box 111586
Anchorage, AK 99511-1586

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: St. Paul/Travelers	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	TT08400059	7/1/2006	7/1/2007	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 250,000
						MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Business Automobile	TT08400059	7/1/2006	7/1/2007	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WVA8400542	7/1/2006	7/1/2007	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER	
						E.L. EACH ACCIDENT	\$ 500,000
						E.L. DISEASE - EA EMPLOYEE	\$ 500,000
						E.L. DISEASE - POLICY LIMIT	\$ 500,000
A		OTHER Professional	TT08400059	7/1/2006	7/1/2007	Total Limit	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
RE: Certificate Holder is named as an Additional Insured in respects to the General Liability Policy

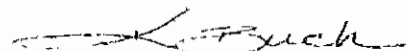
CERTIFICATE HOLDER

City of Bellingham
2221 Pacific St.
Bellingham, WA 98229-

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

CC: 000 D689
* M: 00 I: 000 T: 002
* O C O O 2 TT08400059 6147

**DESCRIBED PERSON OR ORGANIZATION ENDORSEMENT –
ADDITIONAL PROTECTED PERSONS**

The **St Paul**

This endorsement changes your Commercial General Liability Protection.

How Coverage Is Changed

The following is added to the Who Is Protected Under This Agreement section. This change adds certain protected persons and limits their protection.

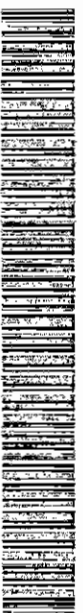
Described person or organization. The person or organization shown in the Coverage Summary as a described person or organization is a protected person. But only for covered injury or damage that results from;

- premises you own, rent or lease; or
- your work.

We explain what we mean by your work in the Products and completed work total limit section.

Other Terms

All other terms of your policy remain the same.



ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/3/2007

PRODUCER (907) 297-7300
Wells Fargo Insurance Services of Alaska, Inc.
 1500 W. Benson Blvd.
 Suite 102
 Anchorage, AK 99503

INSURED **3GLP, Inc.**
 DBA GeoNorth, LLC & Public Knowledge Systems, LLC
 P.O. Box 111586
 Anchorage, AK 99511-1586

RECEIVED
 JUL 10 2007
COB
PUBLIC WORKS OPS

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: St. Paul/Travelers	
INSURER B: Hudson Specialty Insurance Co.	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	TBD	7/1/2007	7/1/2008	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Business Auto	TBD	7/1/2007	7/1/2008	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY - AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	TBD	7/1/2007	7/1/2008	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	E&O	OTHER	TBD	7/1/2007	7/1/2008	Total Limit \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
RE: Certificate Holder is named as an Additional Insured in respects to the General Liability Policy

CERTIFICATE HOLDER	CANCELLATION
City of Bellingham 2221 Pacific St. Bellingham, WA 98229-	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>[Signature]</i>

ACORD™ CERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD/YYYY)
7/2/2008

PRODUCER (907) 297-7300
Wells Fargo Insurance Services of Alaska, Inc.
 1500 W. Benson Blvd.
 Suite 102
 Anchorage, AK 99503

INSURED **3GLP, Inc.**
DBA GeoNorth, LLC & Public Knowledge Systems, LLC
 P.O. Box 111586
 Anchorage, AK 99511-1586

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: St. Paul/Travelers	
INSURER B: Hudson Specialty Insurance Co.	
INSURER C:	
INSURER D:	
INSURER E:	

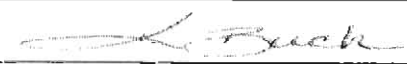
COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	TT09402442	7/1/2008	7/1/2009	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	TT09402442	7/1/2008	7/1/2009	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	6591C259	7/1/2008	7/1/2009	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B		OTHER E&O - Professional	TT09402442	7/1/2007	7/1/2008	\$1,000,000 Aggregate \$10,000 Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
RE: Certificate Holder is named as an Additional Insured in respects to the General Liability

THIS IS EVIDENCE OF INSURANCE PROCURED AND DEVELOPED UNDER THE ALASKA SURPLUS LINES LAW AS 21.34. IT IS NOT COVERED BY THE ALASKA INSURANCE GUARANTY ASSOCIATION ACT, AS 21.80. SURPLUS LINES BROKER:

CERTIFICATE HOLDER	CANCELLATION
City of Bellingham 2221 Pacific St. Bellingham, WA 98229-	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.