

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

CONSENT AGENDA REQUEST

TO: Board of County Commissioners
Mark McCauley, County Administrator

FROM: Josh D. Peters, Community Development Director
Brent A. Butler, Chief Strategy Officer
Donna Frostholt, Associate Planner
A. George Terry, Associate Planner

DATE: July 22, 2024

RE: Approval of Washington Department of Commerce
Climate Planning Grant Agreement

STATEMENT OF ISSUE:

The Department of Community Development (DCD) proposes a grant agreement (attached) with the Washington State Department of Commerce for climate planning tasks in the 2023-2025 biennium.

In 2023, the state legislature passed House Bill (HB) 1181, which added a new climate goal to the Growth Management Act (GMA) and requires local communities to include a climate resiliency sub-element when updating comprehensive plans. Jefferson County's deadline for completing the 2025 Periodic Update is December 31, 2025. Last year, Commerce made \$30 million in grant funding available during the current biennium for climate planning, including fulfilling the requirements of HB 1181. The state has allocated Jefferson County \$300,000 for the 2023-2025 biennium from state Climate Commitment Act funds. With this grant money, DCD proposes to develop a new Resiliency Element for the Board of County Commissioners (BoCC) to adopt into our Comprehensive Plan during the 2025 Periodic Update, as well as initiate collaborative work on the first comprehensive update to the county's Coordinated Water System Plan (CWSP) since 1997.

ANALYSIS:

DCD applied for Climate Planning Grant (CPG) funds prior to the October 31, 2023 deadline, proposing an initial scope of work, schedule, and budget. Per an agreement with Commerce staff, we were able to submit the required letter of commitment from the BoCC during the

week of November 6, 2023. Following notification of the grant award, Commerce requested adjustments to the scope of work prior to entering into a grant agreement. In rethinking our approach for spending CPG funds during this biennium, and in consultation with Commerce staff, we incorporated a CWSP White Paper with Preliminary Analysis and Outline into the scope of work. This exercise supports the longer-term goal of producing a draft CWSP and is aligned with existing climate planning goals established by HB 1181.

The Jefferson County CWSP (1997, as amended) warrants revisions to incorporate new water law, accurately describe the current water resources situation in the county, and implement best practices for water resource management. Generally, the required procedures are contained in the Washington Administrative Code (WAC), *Chapter 248-56 Water System Coordination Act—Procedural Regulations*. Companion provisions address the community's need for fire-protection in *Chapter 248-57 Water System Coordination Act—Fire Flow Regulations*. While the CWSP should consider water infrastructure needs over a 50-year planning horizon, it must meet a minimum 20-year planning horizon. As more fully set forth in the October 23, 2023 and January 16, 2024 BoCC agenda requests on the CWSP topic, the Jefferson County Public Utility District No. 1 (PUD) continues to identify water supply problems related to uncoordinated planning, inadequate water quality or unreliable service, in part, due to the failure to update the CWSP.

To prepare a CWSP White Paper with Preliminary Analysis and Outline, a scope of work was developed with the assistance of a water planning team consisting of county staff and considering water purveyors, the Washington State Department of Health, and Jefferson County Environmental Public Health. The process to produce a new or updated CWSP requires that the Water Utility Coordinating Committee (WUCC) convene to review and recommend a draft CWSP to the BoCC. The CWSP White Paper with Preliminary Analysis and Outline is among the efforts to produce a new or updated draft CWSP and includes significant WUCC involvement. As shown in Step 7 of the Scope of Work associated with the attached grant agreement, efforts to retain a consultant for the CWSP White Paper with Preliminary Analysis and Outline work are immediate and ongoing.

On April 30, 2024, Jefferson County entered into professional services agreements with BERK Consulting (with Cascadia Consulting as a sub-consultant) to assist with the 2025 Periodic Update. Cascadia Consulting specializes in climate planning and will lead the planning process to develop a new Resiliency Element for our Comprehensive Plan.

FISCAL IMPACT:

Jefferson County has been awarded \$300,000. Of this, \$175,000 will be used to develop the Resiliency Element for the Comprehensive Plan update and \$125,000 will be used to prepare a Coordinated Water System Plan - White Paper with Preliminary Analysis and Outline.

Of the \$300,000 awarded by Commerce, \$265,900 will compensate BERK and Cascadia consulting for resiliency work and the eventual consulting firm that will be brought under contract for CWSP White Paper with Preliminary Analysis and Outline work. The remaining

\$34,100 will be used to cover staff time for grant management and public outreach. The CPG does not require local match.

RECOMMENDATION:

DCD requests that the BoCC approve the Climate Planning Grant Agreement with the Washington State Department of Commerce, attached.

REVIEWED BY:



Mark McCauley, County Administrator

07/19/24

Date

CONTRACT REVIEW FORM

(INSTRUCTIONS ARE ON THE NEXT PAGE)

Clear Form

CONTRACT WITH: Washington State Department of Commerce

Contract No: 24-63610-127

Contract For: Climate Planning Grant

Term: Date of Execution-06/30/2025

COUNTY DEPARTMENT: Community Development

Contact Person: Chelsea Pronovost

Contact Phone: (360)379-4494

Contact email: CPronovost@co.jefferson.wa.us

AMOUNT: \$300,000

Revenue: \$ 3 0 0 , 0 0 0

Expenditure: \$ 3 0 0 , 0 0 0

Matching Funds Required: _____

Sources(s) of Matching Funds _____

Fund # _____

Munis Org/Obj _____

PROCESS:

☐ Exempt from Bid Process

☐ Cooperative Purchase

☐ Competitive Sealed Bid

☐ Small Works Roster

☐ Vendor List Bid

☐ RFP or RFQ

☒ Other: Grant Award

APPROVAL STEPS:

STEP 1: DEPARTMENT CERTIFIES COMPLIANCE WITH JCC [3.55.080](#) AND CHAPTER [42.23](#) RCW.

CERTIFIED: ☒ N/A: ☐


Signature

7/10/2024
Date

STEP 2: DEPARTMENT CERTIFIES THE PERSON PROPOSED FOR CONTRACTING WITH THE COUNTY (CONTRACTOR) HAS NOT BEEN DEBARRED BY ANY FEDERAL, STATE, OR LOCAL AGENCY.

CERTIFIED: ☒ N/A: ☐


Signature

7/10/2024
Date

STEP 3: RISK MANAGEMENT REVIEW (will be added electronically through Laserfiche):

Electronically approved by Risk Management on 7/18/2024.

STEP 4: PROSECUTING ATTORNEY REVIEW (will be added electronically through Laserfiche):

Electronically approved as to form by PAO on 7/18/2024.
State language - cannot change.

STEP 5: DEPARTMENT MAKES REVISIONS & RESUBMITS TO RISK MANAGEMENT AND PROSECUTING ATTORNEY(IF REQUIRED).

STEP 6: CONTRACTOR SIGNS

STEP 7: SUBMIT TO BOCC FOR APPROVAL



Interagency Agreement with

Jefferson County

through

Growth Management Services

Contract Number:

24-63610-127

For

2023-2025 Climate Planning Grant

Dated: Date of Execution

Table of Contents

TABLE OF CONTENTS.....	2
FACE SHEET.....	3
SPECIAL TERMS AND CONDITIONS.....	4
1. AUTHORITY.....	4
2. CONTRACT MANAGEMENT	4
3. COMPENSATION.....	4
4. BILLING PROCEDURES AND PAYMENT	4
5. SUBCONTRACTOR DATA COLLECTION	5
6. ENSURE COORDINATED CLIMATE COMMITMENT ACT BRANDING	5
7. INSURANCE.....	6
8. FRAUD AND OTHER LOSS REPORTING	6
9. ORDER OF PRECEDENCE	6
GENERAL TERMS AND CONDITIONS.....	7
1. DEFINITIONS.....	7
2. ALL WRITINGS CONTAINED HEREIN.....	7
3. AMENDMENTS	7
4. ASSIGNMENT.....	7
5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION	7
6. COPYRIGHT.....	8
7. DISPUTES	8
8. GOVERNING LAW AND VENUE	9
9. INDEMNIFICATION	9
10. LICENSING, ACCREDITATION AND REGISTRATION.....	9
11. RECAPTURE.....	9
12. RECORDS MAINTENANCE	9
13. SAVINGS	9
14. SEVERABILITY.....	9
15. SUBCONTRACTING	10
16. SURVIVAL.....	10
17. TERMINATION FOR CAUSE.....	10
18. TERMINATION FOR CONVENIENCE.....	10
19. TERMINATION PROCEDURES.....	10
20. TREATMENT OF ASSETS	11
21. WAIVER	12
ATTACHMENT A: SCOPE OF WORK.....	13
ATTACHMENT B: BUDGET	16

Special Terms and Conditions

1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

2. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

3. COMPENSATION

COMMERCE shall pay an amount not to exceed **three hundred thousand dollars (\$300,000)**, for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the attached Scope of Work and Budget.

4. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly nor less than quarterly.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 24-63610-127. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Grant Start Date

COMMERCE will pay the Contractor for costs incurred beginning July 1, 2023, for services and deliverables described under this Agreement.

State Fiscal Year Payments

COMMERCE will reimburse Contractor for State Fiscal Year 2024 (July 1, 2023-June 30, 2024), and State Fiscal Year 2025 (July 1, 2024-June 30, 2025), based on the expenses incurred under this Contract.

Invoices and End of Fiscal Year

Invoices are due at a minimum of June 15, 2024 and 2025, if not submitted at more frequent intervals.

Final invoices for a state fiscal year may be due sooner than the 15th of June and Commerce will provide notification of the end of fiscal year due date.

The Contractor must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Line Item Modification of Budget

- A. Notwithstanding any other provision of this contract, the Contractor may, at its discretion, make modifications to line items in the Budget, hereof, that will not increase the line item by more than fifteen percent (15%).
- B. The Contractor shall notify COMMERCE in writing (by email or regular mail) when proposing any budget modification or modifications to a line item in the Budget (Attachments B) hereof, that would increase the line item by more than fifteen percent (15%). Conversely, COMMERCE may initiate the budget modification approval process if presented with a request for payment under this contract that would cause one or more budget line items to exceed the 15 percent (15%) threshold increase described above.
- C. Any such budget modification or modifications as described above shall require the written approval of COMMERCE (by email or regular mail), and such written approval shall amend the Project Budget. Each party to this contract will retain and make any and all documents related to such budget modifications a part of their respective contract file.
- D. Nothing in this section shall be construed to permit an increase in the amount of funds available for the Project, as set forth in Section 3 of this contract, nor does this section allow any proposed changes to the Scope of Work, include Tasks/Work Items and Deliverables under Attachment A, without specific written approval from COMMERCE by amendment to this contract.

5. SUBCONTRACTOR DATA COLLECTION

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Contract performed by subcontractors and the portion of Contract funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

6. ENSURE COORDINATED CLIMATE COMMITMENT ACT BRANDING

COMMERCE received funding from Washington's Climate Commitment Act (CCA). To strengthen public awareness of how CCA funding is used, the Office of the Governor is directing state agencies that administer funding or manage a CCA-supported program to ensure consistent branding and funding acknowledgments are used in all communications and included in funding agreements and contracts. The "Climate Commitment Act" logo and funding acknowledgment make it easy for consumers and the public to see how the state is using CCA funds to reduce climate pollution, create jobs, and improve public health and the environment, particularly for low-income and overburdened populations.

The following provisions apply to all contractors, subcontractors, service providers and others who assist CONTRACTOR in implementing the climate planning grant.

Logo requirements. The CCA logo must be used in the following circumstances, consistent with the branding guidelines posted at climate.wa.gov/brandtoolkit.

- Any WA Department of Commerce climate planning grant website or webpage that includes logos from other funding partners.
- Any WA Department of Commerce climate planning grant media or public information materials that include logos from other funding partners.

Funding source acknowledgement. This standard funding language must be used on websites and included in announcements, press releases and publications used for media-related activities, publicity and public outreach.

"The WA Department of Commerce climate planning grant is supported with funding from Washington's Climate Commitment Act. The CCA supports Washington's climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at www.climate.wa.gov."

7. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

8. FRAUD AND OTHER LOSS REPORTING

Contractor shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

9. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget

General Terms and Conditions

1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Washington Department of Commerce.
- C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Contractor, including any Attachments, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" or "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

3. AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

4. ASSIGNMENT

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and

iii. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.

B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. **COPYRIGHT**

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

7. **DISPUTES**

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority

prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

11. RECAPTURE

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

12. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

13. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

14. SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

15. SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

16. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

17. TERMINATION FOR CAUSE

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

18. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days' written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

19. TERMINATION PROCEDURES

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which COMMERCE has or may acquire an interest.

20. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management

practices.

- C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.
- E. All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

21. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Attachment A: Scope of Work

Commerce Climate Guidance (Section Steps, Tasks, and Deliverables)	Description	End Date
Step 1	Hire Consultant	
Task 1.1	Issue RFP	2/2024
Task 1.2	Retain consultant under contract	5/2024
Step 2	Initialize Project, Engage Climate Action Committee	
Task 2.1	Engage Jefferson County and City of Port Townsend joint Climate Action Committee (CAC), at June 25 th meeting, to serve as advisory committee	6/2024
Task 2.2	Conduct (4) four, 2-hour facilitated virtual meetings with CAC work group and other stakeholders at key decision points in planning process	10/2024
Task 2.3	Complete Community Engagement Plan for this project	11/2024
Step 3	Summarize Climate Impacts Identified in Jefferson County Sea Level Rise Study	
Task 3.1	Identify community assets	8/2024
Task 3.2	Describe hazards and changes in the climate	8 /2024
Task 3.3	Pair assets and hazards and describe exposure and consequences	8 /2024
Task 3.4	Identify priority climate hazards	8 /2024
Deliverable 1	Memo presenting Community Engagement Plan and Summary of Climate Impacts	12 /2024
Step 4	Audit Plans and Policies	
Task 4.1	Conduct and prepare gap analysis between HB 1181/Commerce Guidance and the following existing documents: 2011 Port Townsend/Jefferson County Climate Action Plan,	8 /2024

	2015 North Olympic Development Council (NODC) Climate Preparedness Plan for the North Olympic Peninsula, 2017 Port Townsend/Jefferson County Hazard Mitigation Plan (update in process), 2022 NODC Climate Action Toolkit, 2023 Jefferson County Sea Level Rise Study, and 2023 Community Wildfire Protection Plan (preparation in process)	
Task 4.2	Present gap analysis to Climate Action Committee; seek feedback and input	10/2024
Deliverable 2	Final Draft Gap Analysis Memo	11/2024
Step 5	Update Vulnerability and Risk Assessment	
Task 5.1	Based on gap analysis and existing documents, determine additional vulnerability and risk assessment needed	12/2024
Task 5.2	Update sensitivity if needed	1/2025
Task 5.3	Update adaptive capacity if needed	1/2025
Task 5.4	Update vulnerability if needed	1/2025
Task 5.5	Update risk if needed	1/2025
Task 5.6	Prepare an updated Vulnerability and Risk Assessment	1/2025
Task 5.7	Present Vulnerability and Risk Assessment to Climate Action Committee; seek feedback and input	2/2025
Deliverable 3	Final Draft Vulnerability and Risk Assessment	3/2025
Step 6	Comprehensive Plan Goals and Policies	
Task 6.1	Develop goals for Resiliency Element	2/2025
Task 6.2	Develop policies for Resiliency Element	2/2025
Task 6.3	Present Draft Goals and Policies to Climate Action Committee; seek feedback and input	3/2025
Task 6.4	Include Goals and Policies into County's Draft 2025 Comprehensive Plan Periodic Update	5/2025
Deliverable 4	Final Draft Resiliency Goals and Policies	6/2025

Commerce Climate Guidance (Section Steps, Tasks, and Deliverables)	Description	End Date
Step 7	Develop CWSP White Paper with preliminary analysis and outline for Jefferson County	
Task 7.1	Integrate climate planning deliverables into draft RFP	6/2024
Task 7.2	Publish RFP	7/2024
Task 7.3	Hire Consultant	8/2024
Task 7.4	Retain consultant under contract/finalize agenda request and professional services agreement after interview selection process	9/2024
Task 7.5	Engage Water Utility Coordinating Committee (WUCC) and hold kick-off with selected consultant.	10/2024
Task 7.6	WUCC will complete Community Engagement Plan for this effort	12/2024
Task 7.7	Identify the CWSP quality, supply, and data considerations specific to climate change	1/2025
Task 7.8	Conduct (3) three, 2-hour facilitated meetings with WUCC and key stakeholders	3/2025
Deliverable 5	CWSP White Paper with preliminary analysis and outline	6/2025

Attachment B: Budget

Deliverables	Commerce Grant Funds
Deliverable 1: Memo presenting Community Engagement Plan and Summary of Climate Impacts	\$39,210
Deliverable 2: Final Draft Gap Analysis Memo	\$38,740
Deliverable 3: Final Draft Vulnerability and Risk Assessment	\$39,140
Deliverable 4: Final Draft Resiliency Goals and Policies	\$57,910
Deliverable 5: CWSP White Paper with preliminary analysis and outline	\$125,000
Total:	\$300,000