

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

CONSENT AGENDA REQUEST

TO: Board of County Commissioners
Josh D. Peters, County Administrator

FROM: Chelsea Pronovost, Interim Director, DCD
George Terry, Associate Planner

DATE: September 8, 2025

RE: 2025-2027 Department of Commerce Climate Planning Grant (CPG)
Contract # 24-63330-192

STATEMENT OF ISSUE:

On June 23, 2025 the Department of Community Development (DCD) and the Board of County Commissioners (BoCC) executed a grant amendment (attached) to the Washington State Department of Commerce Growth Management Services Climate Planning Grant (CPG) scope of work and budget for the 2023-2025 biennium. This action amended the 2023-2025 CPG contract (24-63610-127) descriptions and requirements of deliverables and the associated budget. This demonstrated the work done and dollars spent on the CPG scope of work through the end of the 2023-2025 biennium. On June 30, 2025 Jefferson County satisfied the requirements and closed the contract on the 2023-2025 CPG. Coincidentally, DCD applied for the 2025-2027 biennium CPG; however, this was only to allow for the expenditure of the remaining grant funds from the previous biennium and includes no additional grant funding. Our approved 2025-2027 CPG contract and scope of work describes what those unspent and remaining funds are and the deliverables that will be associated with this 2025-2027 CPG contract.

In 2023, the state legislature passed House Bill (HB) 1181, which added a new climate goal to the Growth Management Act (GMA) that requires local communities to include a climate resiliency sub-element as part of the next Periodic Update of Comprehensive Plan. Jefferson County's deadline for completing the 2025 Periodic Update is December 31, 2025. In 2023, Commerce made \$30 million in grant funding available during the 2023-2025 biennium for climate planning, including fulfilling the requirements of HB 1181. The state allocated Jefferson County \$300,000 for the 2023-2025 biennium from state Climate Commitment Act funds. With this grant money, DCD proposed to develop a new Climate Resiliency Element for the 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.

In order to exhaust unspent grant dollars and to facilitate the continuation of this important work, the Department of Commerce allowed our jurisdiction to amend our 2023-2025 biennium CPG contract and, through this separate action, execute a new agreement for the 2025-2027 CPG biennium. This 2025-2027 CPG contract spends remaining funds on efforts still needed to accomplish the work laid out in 2023 and runs in tandem with our ongoing Comprehensive Plan Periodic Update. This contract aims to complete this work by December 31, 2025.

ANALYSIS:

This new, 2025-2027 CPG contract accomplishes two things. First, Deliverable 1 Final, Adopted Climate Resiliency Goals works to accommodate the climate planning efforts and timeline associated with the ongoing Comprehensive Plan Periodic Update. Second, Deliverable 2 Final CWSP White Paper provides adequate time to accomplish our best work while taking care to utilize all grant funds awarded to Jefferson County through the state's Climate Commitment Act. Both of these planning exercises and their deliverables support the climate planning guidelines established through HB 1181.

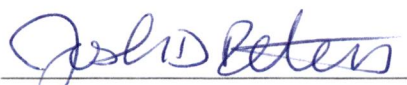
FISCAL IMPACT:

The state allocated Jefferson County \$300,000 for the 2023-2025 biennium from state Climate Commitment Act funds. As the 2023-2025 CPG contract amendment and this 2025-2027 CPG contract shows, our actual climate planning expenditures for the 2023-2025 biennium were \$226,700, an expenditure shortfall of \$73,300. The budget for the 2025-2027 CPG contract (Attachment B) shows this \$73,300 spread across two deliverables. Grant funds for Deliverable 1 Final, Adopted Climate Resiliency Goals and Policies are \$24,434 and Deliverable 2 Final CWSP White Paper are \$48,866. The 2025-2027 CPG contract includes no additional grant funding beyond that which was allocated during the 2023-2025 biennium.

RECOMMENDATION:

Approve and fully execute the 2025-2027 CPG contract with the Washington State Department of Commerce. As previously noted, this contract is directly connected to a separate and previous Consent Agenda Request (06-23-2025) executing the 2023-2025 CPG contract amendment. Today's request represents step two of a two-part exercise to fully realize this concerted effort.

REVIEWED BY:


Josh D. Peters, County Administrator

9/4/25
Date

CONTRACT REVIEW FORM
(INSTRUCTIONS ARE ON THE NEXT PAGE)

Clear Form

CONTRACT WITH: Washington State Department of Commerce

Contract No: 26-63610-192

Contract For: 2025-2027 Climate Planning Grant

Term: Date of Execution-12/31/2025

COUNTY DEPARTMENT: Community Development
Contact Person: Chelsea Pronovost
Contact Phone: 360-379-4494
Contact email: Cpronovost@co.jefferson.wa.us

AMOUNT: \$73,300

Revenue: \$73,300

Expenditure: \$73,300

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

08/28/2025

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

08/28/2025

Date

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

Electronically approved by Risk Management on 8/28/2025.

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

Electronically approved as to form by PAO on 8/28/2025.
State CPG grant for 2025-2027. Standard state terms.

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:
26-63330-192**

For

2025-2027 Climate Planning Grant

Dated: Date of Execution

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Special Terms and Conditions

1. AUTHORITY

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

2. ACKNOWLEDGEMENT OF CLIMATE COMMITMENT ACT FUNDING

This Agreement is funded in whole or in part by the Climate Commitment Act. Grantee agrees that any website, announcement, press release, and/or publication (written, visual, or sound) used for media-related activities, publicity, and public outreach issued by or on behalf of Grantee which reference programs or projects funded in whole or in part with Washington's Climate Commitment Act (CCA) funds under this Grant, shall contain the following statement:

"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."

The Grantee agrees to ensure coordinated Climate Commitment Act branding on work completed by or on behalf of the Grantee. The CCA logo must be used in the following circumstances, consistent with the branding guidelines posted at [CCA brand toolkit](#), including:

- A. Any project related website or webpage that includes logos from other funding partners;
- B. Any publication materials that include logos from other funding partners;
- C. Any on-site signage including pre-during Construction signage and permanent signage at completed project sites; and
- D. Any equipment purchased with CCA funding through a generally visible decal.

3. 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.

4. COMPENSATION

COMMERCE shall pay an amount not to exceed **\$73,300**, for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work.

5. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of deliverables and 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 parties agree this is a performance-based contract intended to produce the deliverables identified in Scope of Work (Attachment A). Payment of any invoice shall be dependent upon COMMERCE'S acceptance of Contractor's performance and/or deliverable. The invoices and attachments shall describe and document, to COMMERCE's satisfaction, deliverables or a description of the work performed, the progress of the project, and fees. The invoice shall include the **Contract Number 26-63330-192**. 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.

Contract funds must be used only for work covered by this Agreement. All back-up documents such as consultant or subcontractor/subgrantee invoices, expense reports, and/or staff time and expenses related to contract work, should be provided if requested by Commerce.

Final Invoices

Commerce will provide notification of the end of contract due date.

Grant Timeline

COMMERCE will reimburse the Contractor beginning July 1, 2025, for costs paid performing work as described under this Agreement.

Allowable expenses for the performance of work and submission of completed deliverables to Commerce are eligible for reimbursement under this Contract from July 1, 2025, through the end date listed on the Face Sheet, subject to reimbursement requirements stated herein. Commerce shall not reimburse Grantee expenses for activities outside this period.

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.

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final deliverable (or completion of the project, final report, etc.).

Line Item Modification of Budget

- A. Notwithstanding any other provision of this Contract, the Grantee may, at its discretion, make one-time modification or modifications to line items in the Budget (Attachment B) that will not increase the line item by more than twenty percent (20%).
- B. The Grantee shall notify COMMERCE in writing (by email) when proposing any budget modification to the Budget (Attachments B). Conversely, Commerce may initiate the budget modification approval process if presented with a request for payment under this Contract that would cause reallocation of line item amount to exceed the twenty percent (20%) threshold increase described above.
- C. Any such budget modification or modifications as described above shall require the written approval of COMMERCE (by email), and such written approval shall amend the 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 as set forth in Section 4 of this Contract, nor does this section allow any proposed changes to the Scope of Work, including Tasks/Work Items and Deliverables under Attachment A, without specific written approval from COMMERCE by amendment to this contract.

6. 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.

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	Usher Draft Climate Resiliency Goals and Policies (Climate Element) through to final version and adoption by the Board of County Commissioners (BoCC).	
Task 1.1	Present Hearing Draft of the Climate Element for public comment and Planning Commission (PC) review and input.	8/2025
Task 1.2	PC recommendation letter on Climate Element and transmittal to BoCC	9/2025
Task 1.3	BoCC agenda preparation. Staff presentation/update to BoCC on PC recommendation.	9/2025
Task 1.4	Present Draft Climate Element to BoCC; seek feedback and input.	10/2025
Task 1.5	BoCC Special Meetings to review Draft Climate Element.	11/2025
Task 1.6	BoCC Regular Meeting for public hearing.	11/2025
Task 1.7	Possible, multiple BoCC Special Meetings to accommodate deliberations.	11/2025
Task 1.8	BoCC final action and adoption of Climate Element to coincide with adoption of updated Comprehensive Plan.	12/2025
Deliverable 1	Final, Adopted Climate Resiliency Goals and Policies	12/2025
Step 2	Finalize Coordinated Water System Plan (CWSP) White Paper that reflects the Water Utility Coordination Committee's (WUCC) final	

	recommendation, including climate change issues related to the CWSP update.	
Task 2.1	Present draft materials to WUCC for discussion and revision.	8/2025
Task 2.2	Review Jefferson County Code for consistency with CWSP Update and Comprehensive Plan alignment.	8/2025
Task 2.3	Consider other relevant elements related to water supply. This may include existing Coordinated Water System Plan(s), Regional Wastewater Plan(s), Reclaimed Water Plan(s), Groundwater Management Area Plan(s), and the Capital Facilities Element of our Comprehensive Plan.	10/2025
Task 2.4	Incorporate new provisions governing water systems, including among others components, the State Municipal Water Law of 2003, updated definitions of municipal water supplier, required water use efficiency measures, and water loss control.	10/2025
Task 2.5	Summarize new and update existing CWSP policies and incorporate performance metrics.	11/2025
Deliverable 2	Final CWSP White Paper	12/2025

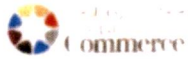
Attachment B: Budget

Deliverables	Commerce Grant Funds
Deliverable 1: Final, Adopted Climate Resiliency Goals and Policies	\$24,434
Deliverable 2: Final CWSP White Paper	\$48,866
Total:	\$73,300

Amendment

Contract Number: 24-63610-127

Amendment: 1



Local Government Division
Growth Management Services
2023-2025 Climate Planning Grant

1. Contractor Jefferson County PO Box 1220 Port Townsend, WA 98368		2. Contractor Doing Business As (optional) N/A	
3. Contractor Representative (only if updated) Josh D. Peters Director 360-379-4450 jpeters@co.jefferson.wa.us		4. COMMERCE Representative (only if updated) Noelle Madera Climate Operations Team Lead 509-818-1040 noelle.madera@commerce.wa.gov	
5. Original Contract Amount (and any previous amendments) \$300,000		6. Amendment Amount \$-73,300	
		7. New Contract Amount \$226,700	
8. Amendment Funding Source Federal: State: X Other: N/A:		9. Amendment Start Date Date of Execution	
		10. Amendment End Date June 30, 2025	
11. Federal Funds (as applicable): N/A		Federal Agency: N/A	
		ALN: N/A	
12. Amendment Purpose: The purpose of this amendment is to change the scope of work and budget line items, with an overall decrease to the total budget.			

COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract As Amended and attachments and have executed this Contract Amendment on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Contract As Amended are governed by this Contract Amendment and the following other documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget. A copy of this Contract Amendment shall be attached to and made a part of the original Contract between COMMERCE and the Contractor. Any reference in the original Contract to the "Contract" shall mean the "Contract as Amended"

FOR CONTRACTOR

Heidi Eisenhour, Chair
Jefferson County Board of Commissioners

6/23/25

Date

Approved as to form only

June 14, 2025

Philip C. Hunsucker
Chief Civil Deputy Prosecuting Attorney

Date

FOR COMMERCE

DocuSigned by:

65C599C401AD40A

Mark K. Barkley, Assistant Director
Local Government Division

6/25/2025 | 3:37 PM PDT

Date

APPROVED AS TO FORM ONLY

Sandra Adix
Assistant Attorney General

3.20.2014

Date

Amendment

This Contract is **amended** as follows:

Attachment A Scope of Work is hereby replaced in its entirety by Attachment A-1 – Scope of Work.

Attachment B Budget is hereby replaced in its entirety by Attachment B-1 – Budget

ALL OTHER TERMS AND CONDITIONS OF THIS CONTRACT REMAIN IN FULL FORCE AND EFFECT.

Amendment

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	

Amendment

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, 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)	8 /2024
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	

Amendment

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	Draft Resiliency Goals and Policies	6/2025
(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 DRAFT White Paper with preliminary analysis and outline	6/2025

Amendment

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: Draft Resiliency Goals and Policies	\$47,610
Deliverable 5: CWSP DRAFT White Paper with preliminary analysis and outline	\$62,000
Total:	\$226,700



Interagency Agreement with

Jefferson County

through

Growth Management Services

Contract Number:

24-63610-127

For

2023-2025 Climate Planning Grant

Dated: Date of Execution

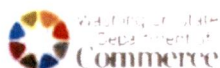
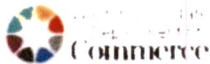


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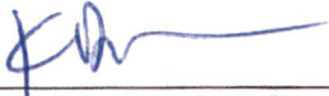
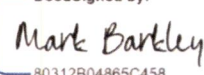
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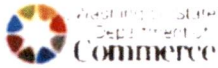


Face Sheet

Contract Number: 24-63610-127

**Local Government Division
Growth Management Services
2023-2025 Climate Planning Grant**

1. Contractor Jefferson County PO Box 1220 Port Townsend, WA 98368		2. Contractor Doing Business As (as applicable) N/A	
3. Contractor Representative Josh D. Peters Director, Department of Community Development 360-379-4450 jpeters@co.jefferson.wa.us		4. COMMERCE Representative Noelle Madera Climate Operations Team Lead 509-818-1040 noelle.madera@commerce.wa.gov	
5. Contract Amount \$300,000	6. Funding Source Federal: ☐ State: ☒ Other: ☐ N/A: ☐		7. Start Date Date of Execution
8. End Date June 30, 2025			
9. Federal Funds (as applicable) N/A		Federal Agency: N/A	
10. Tax ID # N/A		11. SWV # SWV0002430-15	
12. UBI # 161-001-169		13. UEI # N/A	
14. Contract Purpose For the development of the Growth Management Act (GMA) climate change and resiliency element requirements related to the implementation of HB 1181 and climate related implementation activities. COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work and Attachment "B" - Budget			
FOR CONTRACTOR  Commissioner Kate Dean, Chair Jefferson County Board of Commissioners 7/22/24 Date Approved as to form only:  Philip C. Hunsucker, Chief Civil Deputy Prosecuting Attorney Date		FOR COMMERCE DocuSigned by:  80312B04865C458 Mark K. Barkley, Assistant Director Local Government Division 8/6/2024 1:16 PM PDT Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	



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

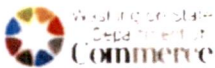
COMMERCE will pay the Contractor for costs incurred beginning July 1, 2023, for services and deliverables described under this Agreement.

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

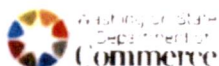
- A. Notwithstanding any other provision of this contract, the Contractor may, at its discretion, make modifications to line items in the Budget, hereof, that will not increase the line item by more than fifteen percent (15%).
- B. The Contractor shall notify COMMERCE in writing (by email or regular 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.

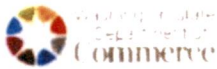
8. FRAUD AND OTHER LOSS REPORTING

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

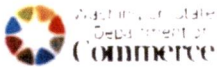
This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

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.

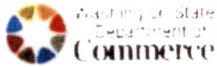
"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability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

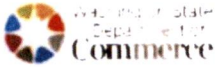
If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

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.

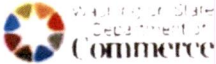
The rights and remedies of COMMERCE provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

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.

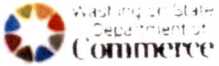
After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- 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

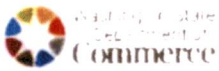


practices.

- 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.

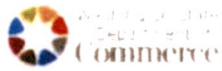
21. **WAIVER**

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.

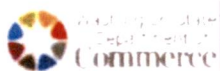


Attachment A: Scope of Work

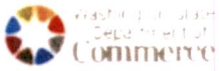
Commerce Climate Guidance (Section Steps, Tasks, and Deliverables)	Description	End Date
Step 1	Hire Consultant	
Task 1.1	Issue RFP	2/2024
Task 1.2	Retain consultant under contract	5/2024
Step 2	Initialize Project, Engage Climate Action Committee	
Task 2.1	Engage Jefferson County and City of Port Townsend 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