



**CONTRACT FOR SERVICES**  
**Between Whatcom County and Triangle Associates, Inc.**

Triangle Associates, Inc., hereinafter called **Contractor** and Whatcom County, hereinafter referred to as **County**, agree and contract as set forth in this Agreement, including:

- General Conditions, pp. 1 to 13,
- Exhibit A (Scope of Work), pp. 14 to 17,
- Exhibit B (Compensation), pp. 18 to 19,
- Exhibit C (Certificate of Insurance).

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

The term of this Agreement shall commence on the 24 day of April, 2024, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 30 day of September, 2025.

The general purpose or objective of this Agreement is to: support the Forest Resilience Task Force and develop a resilience plan in accordance with Whatcom County Code Chapter 2.170, as more fully and definitively described in Exhibit A hereto. The language of Exhibit A controls in case of any conflict between it and that provided here.

The maximum consideration for the initial term of this agreement or for any renewal term shall not exceed \$ 74,927.50. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

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

**IN WITNESS WHEREOF**, the parties have executed this Agreement this \_\_\_\_ day of April, 2024.

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

**CONTRACTOR:**

Triangle Associates, Inc.

\_\_\_\_\_  
Betsy Daniels, Co-President

**CONTRACTOR INFORMATION:**

Triangle Associates, Inc.  
Betsy Daniels, Co-President

Address:  
2825 Eastlake Ave E Suite 300  
Seattle, WA 98102  
bdaniels@triangleassociates.com

Mailing Address:  
2825 Eastlake Ave E Suite 300  
Seattle, WA 98102  
bdaniels@triangleassociates.com

**WHATCOM COUNTY:**  
**Recommended for Approval:**

\_\_\_\_\_  
Department Director                      Date

**Approved as to form:**

\_\_\_\_\_  
Prosecuting Attorney                      Date

**Approved:**  
Accepted for Whatcom County:

By: \_\_\_\_\_  
Satpal Singh Sidhu, Whatcom County Executive

## GENERAL CONDITIONS

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

#### 0.1 Scope of Services:

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

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

#### 10.1 Term:

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

#### 10.2 Extension:

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

#### 11.1 Termination for Default:

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

#### 11.2 Termination for Reduction in Funding:

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

#### 11.3 Termination for Public Convenience:

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

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

#### Contract for Services

Forest Resilience Task Force and Plan, Triangle Associates, Inc.  
V. 2023-1(DocuSign)

20.1 Accounting and Payment for Contractor Services:

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

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

21.1 Taxes:

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

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

22.1 Withholding Payment:

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

23.1 Labor Standards:

The Contractor agrees to comply with all applicable state and federal requirements, including but not limited to those pertaining to payment of wages and working conditions, in accordance with RCW 39.12.040, the Prevailing Wage Act; the Americans with Disabilities Act of 1990; the Davis-Bacon Act; and the Contract Work Hours and Safety Standards Act providing for weekly payment of prevailing wages, minimum overtime pay, and providing that no laborer or mechanic shall be required to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous to health and safety as determined by regulations promulgated by the Federal Secretary of Labor and the State of Washington.

***Series 30-39: Provisions Related to Administration of Agreement***

30.1 Independent Contractor:

In providing services under this Contract, the Contractor is an independent contractor, and neither it nor its officers, agents, or employees are employees of the County for any purpose. The Contractor shall be responsible for all federal and/or state tax, industrial insurance,

and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

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

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

30.2 Assignment and Subcontracting:

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

30.3 No Guarantee of Employment:

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

31.1 Ownership of Items Produced and Public Records Act:

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

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

Public Records Act. This Contract and all records associated with this Contract shall be available for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Contractor are needed for the County to respond to a request under the Act, as determined by the County, the Contractor agrees to make them promptly available to the County at no cost to the County. If the Contractor considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Contractor shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Contractor and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Contractor (a) of the request and (b) of the date that such information will be released to the requester unless the Contractor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

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

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

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

31.2 Patent/Copyright Infringement:  
 Contractor will defend and indemnify the County from any claimed action, cause or demand brought against the County, to the extent such action is based on the claim that information supplied by the Contractor infringes any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County in any action. Such defense and payments are conditioned upon the following:  
 A. The Contractor shall be notified promptly in writing by the County of any notice of such claim.  
 B. Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.

32.1 Confidentiality:  
 The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of this Agreement, except upon the prior written consent of the County or an order entered by a court after having acquired jurisdiction over the County. Contractor shall immediately give to the County notice of any judicial proceeding seeking disclosure of such information. Contractor shall indemnify and hold harmless the County, its officials, agents or employees from all loss or expense, including, but not limited to, settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision.

33.1 Right to Review:  
 This contract is subject to review by any Federal, State or County auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the Administrative Officer or by the County Auditor's Office. Such review may occur with or without notice and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination, and shall make them available for such review, within Whatcom County, State of Washington, upon request. Contractor also agrees to notify the Administrative Officer in advance of any inspections, audits, or program review by any individual, agency, or governmental unit whose purpose is to review the services provided within the terms of this Agreement. If no advance notice is given to the Contractor, then the Contractor agrees to notify the Administrative Officer as soon as it is practical.

34.1 Insurance  
 The Contractor shall, at its own expense, obtain and continuously maintain the following insurance coverage for the duration of this contract, which shall include insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, subcontractors or employees. All insurers providing such insurance shall have an A.M. Best Rating of not less than A- (or otherwise be acceptable to the County) and be licensed to do business in the State of Washington and admitted by the Washington State Insurance Commissioner. Coverage limits shall be the minimum limits identified in this Contract or the coverage limits provided or available under the policies maintained by the Contractor without regard to this Contract, whichever are greater.

**1. Commercial General Liability**

|                                   |                                |
|-----------------------------------|--------------------------------|
| Property Damage                   | \$500,000.00, per occurrence   |
| General Liability & bodily injury | \$1,000,000.00, per occurrence |
| Annual Aggregate                  | \$2,000,000.00                 |

At least as broad as ISO form CG 00 01 or the equivalent, which coverage shall include personal injury, bodily injury and property damage for Premises Operations, Products and Completed Operations, Personal/Advertising Injury, Contractual Liability, Independent Contractor Liability, medical payments and Stop Gap/Employer's Liability. Coverage shall not exclude or contain sub-limits less than the minimum limits required, unless approved in writing by the County.

**2. Professional Liability**

Professional Liability - \$1,000,000 per occurrence

- a. Obtain professional liability insurance covering the negligent acts, errors, or omissions of the professional in connection with the performance of services to the County. If any insurance policy or the professional liability insurance is written on a claims made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims made, and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Completion Date or earlier termination of this Contract, and the Contractor shall annually provide the Contracting Agency with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period ("tail") or execute

another form of guarantee acceptable to the Contracting Agency to assure financial responsibility for liability for services performed.

### 3. Business Automobile Liability

\$1,000,000.00 Minimum, per occurrence  
\$2,000,000.00 Minimum, Annual Aggregate

Contractor shall provide auto liability coverage for owned, non-owned and hired autos using ISO Business Auto Coverage form CA 00 01 or the exact equivalent with a limit of no less than \$1,000,000 per accident. If Contractor owns no vehicles this requirement may be met through a non-owned auto Endorsement to the CGL policy.

### 4. Additional Insurance Requirements and Provisions

- a. All insurance policies shall provide coverage on an occurrence basis.
- b. Additional Insureds. Whatcom County, its departments, elected and appointed officials, employees, agents and volunteers shall be included as additional insureds on Contractor's and Contractor's subcontractors' insurance policies by way of endorsement for the full available limits of insurance required in this contract or maintained by the Contractor and subcontractor, whichever is greater.
- c. Primary and Non-contributory Insurance. Contractor shall provide primary insurance coverage and the County's insurance shall be non-contributory. Any insurance, self-insured retention, deductible, risk retention or insurance pooling maintained or participated in by the County shall be excess and non-contributory to Contractor's insurance.
- d. Waiver of Subrogation. The insurance policy shall provide a waiver of subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the Contractor enter into such a waiver of subrogation on a pre-loss basis.
- e. Review of and Revision of Policy Provisions. Upon request, the Contractor shall provide a full and complete certified copy of all requested insurance policies to the County. The County reserves the right, but not the obligation, to revise any insurance requirement, including but not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the requirements of this Contract. Additionally, the County reserves the right, but not the obligation, to review and reject any proposed insurer providing coverage based upon the insurer's financial condition or licensing status in Washington.
- f. Verification of Coverage/Certificates and Endorsements. The Contractor shall furnish the County with a certificate of insurance and endorsements required by this contract. The certificates and endorsements for each policy shall be signed by a person authorized by the insurer to bind coverage on its behalf. The certificate and endorsements for each insurance policy are to be on forms approved by the County prior to commencement of activities associated with the contract. The certificate and endorsements, and renewals thereof, shall be attached hereto as Exhibit "C". If Exhibit C is not attached, the Contractor must submit the certificate and endorsements required in this contract to the County prior to the commencement of any work on the contracted project. A certificate alone is insufficient proof of the required insurance; endorsements must be included with the certificate. The certificate of insurance must reflect the insurance required in this contract, including appropriate limits, insurance coverage dates, per occurrence, and in the description of operations, include the County project, Whatcom County, its departments, officials, employees, agents and volunteers as additional insureds, primary, non-contributory, and waiver of subrogation.
- g. The County must be notified immediately in writing of any cancellation of the policy, exhaustion of aggregate limits, notice of intent not to renew insurance coverage, expiration of policy or change in insurer carrier. Contractor shall always provide the County with a current copy of the certificate and endorsements throughout the duration of the contract.



- h. No Limitation on Liability. The insurance maintained under this Contract shall not in any manner limit the liability or qualify the liabilities or obligations of the Contractor to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or equity.
- i. Payment Conditioned on Insurance and Failure to Maintain Insurance. Compensation and/or payments due to the Contractor under this Contract are expressly conditioned upon the Contractor's compliance with all insurance requirements. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract. Payment to the Contractor may be suspended in the event of non-compliance, upon which the County may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the County on demand or offset against funds due the Contractor. Upon receipt of evidence of Contractor's compliance, payments not otherwise subject to withholding or set-off will be released to the Contractor.
- j. Workers' Compensation. The Contractor shall maintain Workers' Compensation coverage as required under the Washington State Industrial Insurance Act, RCW Title 51, for all Contractors' employees, agents and volunteers eligible for such coverage under the Industrial Insurance Act.
- k. Failure of the Contractor to take out and/or maintain required insurance shall not relieve the Contractor or subcontractors from any liability under the contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations concerning indemnification. The County does not waive any insurance requirements even in the event the certificate or endorsements provided by the Contractor were insufficient or inadequate proof of coverage but not objected to by the County. The County's failure to confirm adequate proof of insurance requirements does not constitute a waiver of the Contractor's insurance requirements under this Contract.
- l. Availability of Contractor Limits. If the Contractor maintains higher insurance limits than the minimums shown above, the County shall be insured for the full available limits, including Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate furnished to the County evidences limits of liability lower than those maintained by the Contractor.
- m. Insurance for Subcontractors. If the Contractor subcontracts (if permitted in the contract) any portion of this Contract, the Contractor shall include all subcontractors as insureds under its policies or shall require separate certificates of insurance and policy endorsements from each subcontractor. Insurance coverages by subcontractors must comply with the insurance requirements of the Contractor in this contract and shall be subject to all of the requirements stated herein, including naming the County as additional insured.
- n. The Contractor agrees Contractor's insurance obligation shall survive the completion or termination of this Contract for a minimum period of three years.

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

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

employee benefit act, and the Contractor hereby expressly waives any immunity afforded by such acts.

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

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

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

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

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

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

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

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

35.2 Non-Discrimination in Client Services: *(Must be included in every contract as per Ord. 2021-016)*

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

36.1 Waiver of Noncompetition:

Contractor irrevocably waives any existing rights which it may have, by contract or otherwise, to require another person or corporation to refrain from submitting a proposal to or performing work or providing supplies to the County, and contractor further promises that it will not in the future, directly or indirectly, induce or solicit any person or corporation to refrain from submitting a bid or proposal to or from performing work or providing supplies to the County.

36.2 Conflict of Interest:

If at any time prior to commencement of, or during the term of this Agreement, Contractor or any of its employees involved in the performance of this Agreement shall have or develop an interest in the subject matter of this Agreement that is potentially in conflict with the County's interest, then Contractor shall immediately notify the County of the same. The notification of the County shall be made with sufficient specificity to enable the County to make an informed judgment as to whether or not the County's interest may be compromised

in any manner by the existence of the conflict, actual or potential. Thereafter, the County may require the Contractor to take reasonable steps to remove the conflict of interest. The County may also terminate this contract according to the provisions herein for termination.

37.1 Administration of Contract:

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

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

Cathy Halka, Legislative Analyst  
Whatcom County Council Office  
311 Grand Avenue, Suite 105  
Bellingham, WA 98225  
chalka@co.whatcom.wa.us

37.2 Notice:

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

Cathy Halka, Legislative Analyst  
Whatcom County Council Office  
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Any such notice or communication shall be deemed to have been given on (i) the day such notice or communication is personally delivered, (ii) three (3) days after such notice or communication is mailed by prepaid certified or registered mail, (iii) one (1) working day after such notice or communication is sent by overnight courier, or (iv) the day such notice or communication is sent electronically, provided that the sender has received a confirmation of such electronic transmission. A party may, for purposes of this Agreement, change his, her or its address, email address or the person to whom a notice or other communication is marked to the attention of, by giving notice of such change to the other party pursuant to this Section.

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

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

If applicable, Contractor certifies that it has fully met the responsibility criteria required of public works contractors under RCW 39.04.350 (1), which include: (a) having a certificate of registration in compliance with RCW 18.27; (b) having a current state unified business identifier number; (c) if applicable, having industrial insurance coverage for its employees working in Washington as required in Title 51 RCW, an employment security department number as required in Title 50 RCW, and a state excise tax registration number as required in Title 82 RCW; and (d) not being disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

38.2 Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:

If applicable, the Contractor further certifies, by executing this contract, that neither it nor its principles is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or Agency.

The Contractor also agrees that it shall not knowingly enter into any lower tier covered transactions (a transaction between the Contractor and any other person) with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, and the Contractor agrees to include this clause titled "Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" without modification, in all lower tier covered transactions and in all solicitations for lower tier transactions.

The "Excluded Parties List System in the System for Award Management (SAM) website is available to research this information at WWW.SAM.GOV. Contractor shall immediately notify Whatcom County if, during the term of this Contract, Contractor becomes debarred.

38.3 E-Verify:

The E-Verify contractor program for Whatcom County applies to contracts of \$100,000 or more and sub contracts for \$25,000 or more if the primary contract is for \$100,000 or more. If applicable, Contractor represents and warrants that it will, for at least the duration of this contract, register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work for Whatcom County. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor/Seller agrees to maintain records of such compliance and, upon request of the County, to provide a copy of each such verification to the County. Contractor/Seller further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Washington. Contractor/Seller understands and agrees that any breach of these warranties may subject Contractor/Seller to the following: (a) termination of this Agreement and ineligibility for any Whatcom County contract for up to three (3) years, with notice of such cancellation/termination being made public. In the event of such termination/cancellation, Contractor/Seller would also be liable for any additional costs incurred by the County due to contract cancellation or loss of license or permit." Contractor will review and enroll in the E-Verify program through this website: [www.uscis.gov](http://www.uscis.gov)

***Series 40-49: Provisions Related to Interpretation of Agreement and Resolution of Disputes***

40.1 Modifications:

Either party may request changes in the Agreement. Any and all agreed modifications, to be valid and binding upon either party, shall be in writing and signed by both of the parties.

40.2 Contractor Commitments, Warranties and Representations:

Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to, any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

41.1 Severability:

If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

41.2 Waiver:

Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto. The failure of the County to insist upon strict performance of any of the covenants and agreements of this Agreement, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such, or any other covenants or agreements, but the same shall be and remain in full force and effect.

42.1 Disputes:

a. General:

Differences between the Contractor and the County, arising under and by virtue of the Contract Documents, shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken.

Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions, and decisions of the Administrative Officer shall be final and conclusive.

b. Notice of Potential Claims:

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

c. Detailed Claim:

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

d. Arbitration:

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

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

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

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

43.1 Venue and Choice of Law:

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

44.1 Survival:

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

45.1 Entire Agreement:

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

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

**Task 1: Project Administration, Coordination, and Management**

Successful coordination and support of the Forest Resilience Task Force ('Task Force') as members work to develop the Forest Resilience Plan.

*Task 1.1: Project Kickoff Meeting & Background Research*

Schedule and facilitate one (1) virtual kick-off meeting with Whatcom County and other key players within 30 days of the Notice to Proceed. The purpose of this meeting is to ensure the scope, deliverables, and project schedule are fully discussed and understood by the team.

*Task 1.2: Project Team and Consultant-County Meetings*

Schedule and facilitate weekly internal team meetings and bi-weekly (or as needed) Project Team meetings to ensure project objectives, priorities, and deliverables are on track. We will set up collaborative project management tools, distribute meeting agendas, and send follow-up action items. The Project Team includes the consultant and a County-designated staff person.

*Task 1.3: Progress Reports and Invoicing*

Develop comprehensive project status reports, summarize hours and expenses, and conduct budget tracking each month. Consultant's experienced administrative staff and advanced software systems ensure efficiency and accountability for invoicing, time tracking, budget tracking, and project management.

*Task 1.4: Project Close-Out Meeting*

Schedule and facilitate a project close-out meeting with the County to reflect on the process and identify final project needs as appropriate.

**Deliverables for Task 1**

- Kickoff Meeting including agenda, facilitation, and meeting summary.
- Regular Project Team meetings with the County, as needed.
- Monthly invoices and progress reports.

**Assumptions for Task 1:**

- Project Team meetings not to exceed 15, 1-hour meetings over the project's lifetime.
- A County point of contact will support Consultant and work consistently and collaboratively to provide input, feedback on deliverables, and help determine project goals, etc.

**Task 2: Meeting Facilitation**

Foster collaboration and agreement among diverse interests by employing a toolkit of established facilitation best practices to accomplish project goals and objectives. Ensure that all necessary resources, materials, and supporting documentation are prepared and shared with meeting participants well in advance. Design and implement a facilitation strategy for Task Force meetings and Plan workshop meetings as needed that solicit collaborative contributions and decision-making across public agencies, Tribes, and diverse stakeholder interests. Ensure well-organized meetings structured to meet specific objectives and desired outcomes.

*Task 2.1: Facilitate Forest Resilience Task Force Meetings*

Schedule and facilitate monthly virtual (hybrid) Task Force meetings. This includes preparing presentations and leading discussion as well as coordination with presenters and project partners as needed. All Task Force meetings will comply with Whatcom County code Chapter 2.170 Forest Resilience Task force and the Open Public Meetings Act (OPMA) (Chapter 42.30 RCW). County will provide a physical location where member of the public can view and participate in the meeting as required by OPMA.

*Task 2.2: Task Force Member Coordination and Support*

Provide general support for Task Force members, including but not limited to calls between meetings, navigating group dynamics and information sharing.

**Deliverables for Task 2**

- Monthly in-person and remote (hybrid) Task Force meetings, including agenda, facilitation, and meeting summary.
- Meeting agendas developed for posting on the county website in accordance with OPMA.
- Meeting logistics including meeting invites, member coordination, and remote meeting access and hosting.
- Coordination of presentation materials

**Assumptions for Task 2**

- County staff will be responsible for providing a physical meeting space to allow public participation in the meeting for OPMA compliance with 'hybrid' meeting requirements.
- Meeting summary developed by consultant. Meeting summary is a high-level description of meeting topics discussed and actions taken, as well as a list of members present.
- Monthly Task Force meetings not to exceed 13, each of which will focus on a specific element of the planning process and be designed to leverage Task Force expertise to inform technical aspects of the plan.
- Task Force meetings not to exceed 90 minutes each.
- Consultant will support communication between the Task Force members via email and phone as appropriate.

### Task 3: Plan Development

Assist the Task Force in developing a comprehensive Forest Resilience Plan. The planning process aims to incorporate evidence-based strategies to achieve key objectives, including enhancing the timber economy sustainably, rehabilitating forest ecosystems for fish and wildlife, addressing stream flow variations, boosting carbon capture and storage, fostering diverse recreational activities, enhancing watershed health (including Lake Whatcom), strengthening forest resilience against wildfires, pests, and diseases, and increasing overall adaptability to climate change effects.

All Task Force meetings will comply with Whatcom County code Chapter 2.170 Forest Resilience Task force and the Open Public Meetings Act – Meetings (Chapter 42.30.30 RCW).

To accomplish these goals, **the Consultant** may employ a variety of tools, including:

- Engage Stakeholders, Tribes, and the Public through workshops, webinars, and discussions with surveys to gather diverse opinions and ensure everyone's voice is heard. Use visualization tools to present data and plan outcomes in a clear, understandable way to all stakeholders and Tribes, supporting the final strategies.
- Incorporate DEI and Environmental Justice by Integrating DEI (Diversity, Equity, Inclusion) and environmental justice principles by specifically seeking out and considering the voices and needs of marginalized and underrepresented communities, ensuring equitable benefits and impacts.

#### Task 3.1 Support Data Collection & Policy Review

To support data collection and policy review, the consultant will:

- **Utilizing Project Team Technical Expertise:** Utilize technical expertise on the Project Team and within the Task Force, Consultant will assist the Task Force with the compilation and review of existing relevant data to inform the Plan, as well as review of existing policies and procedures to which the Plan must adhere. County will compile all existing policy documents, and the Task Force may recommend additions for consultant review.
- **Data Gathering:** Use of online surveys and feedback tools to gather detailed data on forest resilience from a wide range of sources.
- **Review County Policies and Resources:** Consultant to compile information and Task Force members, Tribes, and stakeholders to review and discuss existing policies, programs, resources, organizational structures, and current staff capacities.
- **Use of Shared Documents:** We will ensure that the shared document platform is used only as a tool for distributing drafts and collecting comments to be discussed in public meetings. Users assigned to a shared document file shall not be a quorum of the Task Force.
- **Documentation and Accessibility:** Ensure that all versions of the document and the comments received are part of the public record. Shared documents or work of any subcommittees will be made available on the public meeting agenda and included in the meeting minutes, ensuring that the public has full access to the deliberative process.

#### Task 3.2 Draft Plan and Incorporate Task Force Guidance

Develop a detailed draft of the Plan guided by Task Force expertise and County priorities and conservation planning elements to ensure the long-term health and sustainability of the forest ecosystem. Building on Task 3.1, this task will incorporate conservation goals, adaptive management, stakeholder and Tribal involvement, climate adaptation, resource assessment, and success metrics. The draft will be a foundation for further review, refinement, and implementation in subsequent planning stages.

#### Key Steps:

1. **Identify Goals and Strategies:** Prioritize objectives to guide strategies for enhancing forest resilience, considering both ecological and economic needs.



2. **Involve Stakeholders and Tribes:** Engage local, state, federal, and Tribal entities, along with community groups, to gather diverse perspectives and foster broad support for conservation efforts (see Task 4).
3. **Plan for Climate Change Adaptation:** Include strategies to enhance ecosystem resilience and mitigate climate-related risks such as wildfires and habitat loss.
4. **Assess Resource Needs:** Evaluate necessary resources, including funding, staffing, and expertise, and explore potential partnerships to support conservation initiatives effectively.
5. **Define Success Metrics:** Establish clear indicators for monitoring outcomes to gauge the plan's effectiveness over time.
6. **Utilize Adaptive Management:** Incorporate techniques for flexible strategy adjustment based on emerging science, monitoring results, and feedback to ensure the plan remains responsive to changing conditions.
7. **Draft Concepts for Task Force Review:** Share initial ideas through online platforms, allowing for immediate feedback and joint refinement with the Task Force, Tribes, and stakeholders.
8. **Revisions to Concepts Based on Task Force Guidance:** Adjust and refine draft concepts based on feedback and guidance from the Task Force and County staff, ensuring alignment with the project's goals and objectives.

### Deliverables for Task 3

- Draft Plan reflecting input and revisions from stakeholders and Task Force members for review by appropriate County staff.

### Assumptions for Task 3:

- County to provide relevant background materials for Consultant review. Task Force to identify additional background materials.
- Consultant will leverage Task Force members for their subject-matter expertise to support writing the plan draft. Consultant will be solely responsible for writing the plan.
- Consultant will incorporate one round of final edits from appropriate County staff or designated Task Force member. .

### Task 4: Tribal, Stakeholder, and Public Engagement

The success of the project will depend greatly on the degree that Tribes, stakeholders, and the public are aware of the project and process early on and allowing them to provide input throughout the process to ensure their support.

To ensure that the Plan includes diverse value sets and desired outcomes that inform forest management plans for publicly owned and private forestlands, the Consultant will synthesize the informal feedback gathered during Tribal, stakeholder, and public engagement activities and present our findings for consideration by the Task Force. This informal outreach will supplement formal government-to-government consultations that may be necessary between each Tribe and the County. The Task Force will drive the stakeholder and public engagement approach, with assistance from the Project Team. Stakeholders to be engaged in the process include but are not limited to the U.S. Forest Service, WA Department of Natural Resources, Lummi Nation, Nooksack Indian Tribe, Whatcom Land Trust, timber businesses, local non-profit and advocacy organizations, and County advisory groups such as the Forest Advisory Committee, Climate Impact Advisory Committee, Wildlife Advisory Committee, Planning Commission, and Parks and Recreation Commission.

#### *Task 4.1 Create Engagement Framework and Identify Target Outreach Populations*

With guidance from the Task Force, Consultant will develop a stakeholder and public engagement framework and timeline to ensure the Task Force receives timely input to include in the draft Plan. Separate from stakeholder and public engagement, the Project Team will collaborate with Task Force representatives from the Lummi Nation and Nooksack Indian Tribe to assist the County in developing and executing a Tribal engagement strategy. The insights learned from this informal engagement will shape the Task Force's framework for engaging and coordinating with Tribal governments on forestry issues, as stipulated by ordinance. Engagement efforts will include the identification of community values and desired outcomes to inform forest management plans for publicly owned forest lands.

#### *Task 4.2 Assess, Conduct Outreach, and Synthesize Results*

Consultant will leverage a comprehensive suite of engagement tools to ensure robust stakeholder and public involvement, aligning with the Task Force's objectives and the ordinance's requirements, as described below.

1. **Situational Assessment Interviews** with Tribes, key stakeholders, and target audience members, such as the Task Force will occur at the outset of the process. Consultant will arrange and facilitate fifteen (15) interviews with diverse experts, stakeholders, Tribal representatives, and public agencies identified during interest mapping.

#### **During these interviews, Consultant will:**

- Explain the Task Force and its needs for the Plan.



- Understand interviewees' interest in the forest and what they envision and value for future management.
  - Orient interviewees to the Plan drafting process and ensure understanding of how their input will be used.
  - Seek to understand the best ways to engage the Whatcom County community in the planning process.
2. Based on the results of the situational assessment, Consultant will develop a brief survey to reach a wide audience to gather information on usage patterns, conservation values, access, recreation, productivity, and desired future conditions.

#### Deliverables for Task 4

- One draft interview assessment questions for County review.
- Final list of situational assessment questions.
- One-page Engagement Framework outlining strategies for engaging stakeholders and Tribes in forestry discussions informed by situational assessments.
- Survey provided to the County as a PDF for in-person distribution and as a SurveyMonkey link for online sharing to County channels, listservs, and website.
- Synthesized results presentation summarizing key themes (themes summary), concerns, and priorities identified during the engagement process, informing the development of actionable strategies and recommendations within the Plan.

#### Assumptions for Task 4:

- Consultant will incorporate one round of edits from the County staff into the final survey questionnaire.
- Survey questions not to exceed 10, with up to two short answer questions.
- Whatcom County will post the survey link online and promote the survey through county social media accounts. Consultant will promote the survey more broadly as budget allows.
- Themes summary not to exceed 20 slides detailing feedback from survey respondents related to concerns, and priorities identified during the engagement process that will ultimately inform actionable strategies and recommendations within the Plan. Consultant will provide the County with the raw data results of the survey and basic analysis from the SurveyMonkey software.
- The County and/or Task Force will provide the contact list for the 15 situational assessment interviews with support and recommendations from Consultant.
- Consultant will be responsible for outreach to 15 identified interviewees and scheduling and coordinating interviews.
- Situational assessment interviews not to exceed 15, 30-minute interviews. Stakeholders identified in the RFP will be prioritized as part of the outreach process. Additional stakeholders will be identified as budget allows.

#### Task 5: Final Plan Document

To complete the final Plan document, Consultant will work with the Task Force to incorporate all necessary elements and to reflect input from stakeholders, agencies, Tribes, the County, and other reviewers. This document will serve as a comprehensive guide for forest management and resilience efforts in the Whatcom County area, guided by conservation planning principles and stakeholder collaboration. The following elements are important considerations for the Plan:

- **Executive Summary:** A concise overview highlighting the key objectives, strategies, and recommendations outlined in the Plan.
- **Methodology:** A detailed description of the approach used for plan development, including stakeholder and Tribal engagement processes and methodologies employed.
- **Description of Forest Assets:** A description or inventory detailing forest assets such as ownership structures and general descriptions of forested areas within the County.
- **Policy Document Analysis:** A summary of key guidance and regulations affecting forest management.
- **Collaboration Framework:** A framework outlining the approach for future collaboration among stakeholders, Tribes, agencies, and the County. This section should delineate roles, responsibilities, and mechanisms for ongoing coordination.
- **Recommendations:** Detailed recommendations outlining specific policies, leadership roles, implementation timelines, and associated costs.
- **Action Plan:** Outline of specific actions required to implement each recommendation, including a timeline, budget allocation, monitoring, and evaluation.

### *Task 5.1 Incorporate Task Force Guidance and Feedback into Final Plan*

- Review all guidance and feedback provided by Task Force members.
- Ensure alignment of Task Force input with overall plan objectives.
- Make necessary revisions and adjustments to integrate Task Force suggestions.
- Work closely with Task Force to address any concerns or discrepancies.

### *Task 5.2 Final Review*

- Conduct a comprehensive examination of the completed Plan.
- Review all content, graphics, formatting, and references for accuracy and completeness.
- Address any remaining concerns or errors identified during the review process.

#### **Deliverable for Task 5**

- Final Plan Document.

#### **Assumptions for Task 5:**

- Consultant will incorporate one final round of edits from County staff to finalize the document.
- Consultant will complete basic formatting and provide all document elements (images, fonts, etc.) to the County, should they choose to make further edits. Final plan document will be formatted in a visually pleasing way that is easy for the public and other stakeholders to read and understand.
- County to provide photos and/or new graphics necessary for the plan.
- Final plan document not to exceed 20 pages.

### **Task 6: Plan Status Updates and Presentations to County Council and County Executive**

To ensure full transparency and cultivate buy-in on the Plan as key milestones are achieved, Consultant will provide periodic status update presentations to the County Council and County Executive. Updates will coincide with each major milestone.

#### *Task 6.1 Prepare Plan updates and presentations*

Consultant will provide status updates to the Task Force, County Council, the County Executive, and other interested groups as needed and appropriate throughout the process. Status updates are assumed to occur virtually and will include meeting agendas, presentations, summaries, and coordination with presenters and project partners as needed.

#### **Task 6 Deliverables:**

- Three in-person and remote (hybrid) status update meetings, including agenda, facilitation, and action items/key takeaways after each meeting.
- Schedule hybrid meetings.
- Meeting facilitation and presentations for plan status updates.

#### **Task 6 Assumptions:**

- Status update meetings not to exceed three (beginning, middle, and end of project), one-hour meetings.
- County staff to develop meeting summaries/minutes for Council meetings.
- Consultant to provide brief action items/key takeaways after each meeting.
- Consultant to provide brief agenda, presentations, and meeting materials (documents for review, questions for feedback, etc.) prior to each meeting for posting on the county website in accordance with OPMA.

**EXHIBIT "B"**  
(COMPENSATION)

The following staff will contribute to this project and their rates are specified in the table below.

- Joy Juelson, Process Advisor: \$185/hr, approximately 43 total hours
- Hilary Wilkinson/Melanie del Rosario, Project Manager: \$145/hr, approximately 145.5 total hours
- Kate Galambos, Project Support/Engagement Lead: \$125/hr, approximately 253 total hours
- Subject Matter Advisor (faculty): \$120/hr, approximately 107.5 total hours
- Finance Support: \$130/hr, approximately 10 total hours

| TASK | DESCRIPTION   | HOURLY RATE    | TOTAL HOURS | COST               |
|------|---|----------------|-------------|--------------------|
| 1    | Project Administration, Coordination and Management | \$120-185/hour | 152         | \$20,200.00        |
| 2    | Meeting Facilitation                                | \$120-185/hour | 107.75      | \$14,716.25        |
| 3    | Plan Development                                    | \$120-185/hour | 93          | \$12,460.00        |
| 4    | Tribal, Stakeholder and Public Engagement           | \$120-185/hour | 107.25      | \$14,491.25        |
| 5    | Final Plan Document                                 | \$120-185/hour | 78          | \$10,255.00        |
| 6    | Plan Status Updates and Presentations               | \$120-185/hour | 21          | \$2,805.00         |
|      | <b>TOTAL</b>  |                | <b>559</b>  | <b>\$74,927.50</b> |

The county agrees to compensate the contractor according to the tasks and rates listed above.

Contractor may transfer funds between tasks listed above with county pre -approval (in writing) and limited to no more than 10% change in each task.

The contractor shall submit itemized invoices on no more frequent than a monthly basis in a format approved by the County, and as follows:

- Billings will be based on tasks completed and reimbursable expenses up to and not exceeding the amounts shown above.
- Invoices are to be submitted by the 25th of the month following the month of service.

- Invoices are to include for each task the hours billed, total cost per invoice period, remaining balance, and percentage complete.
- A billing progress report of tasks completed during the billing period and upcoming tasks for the next period will be provided as additional documentation with each invoice.
- Reimbursable expenses:
  - o Mileage at per mile, meals and lodging reimbursements shall not exceed GSA approved rate for Bellingham area.
  - o Copies of receipts are required for reimbursement of expenses other than mileage.
  - o Reimbursable expenses must not constitute a gift of public funds.

Any work performed prior to the effective date of this contract or continuing after the completion date of the same unless otherwise agreed upon in writing, will be at the contractor' s expense.

Invoices are to be submitted to the County Council Office:

Whatcom County Council Office  
Attn: Cathy Halka, Legislative Analyst  
311 Grand Ave, Suite 105  
Bellingham, WA 98225  
[chalka@co.whatcom.wa.us](mailto:chalka@co.whatcom.wa.us)  
(cc: [dbrown@co.whatcom.wa.us](mailto:dbrown@co.whatcom.wa.us))

Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from the contractor.

EXHIBIT "C"  
(CERTIFICATE OF INSURANCE)