

**WHATCOM COUNTY CONTRACT  
INFORMATION SHEET**

Whatcom County Contract No.

**201909019**

Originating Department:	Planning and Development Services
Program/Project: (i.e. Dept. Division and Project)	Long Range Planning – Climate Impact Advisory Committee 2620/262025/2500
Contract or Grant Administrator:	Chris Elder
Contractor's / Agency Name:	Cascadia Consulting Group
Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____	
Does contract require Council Approval? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If No, include WCC: _____ (see Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, grantor agency contract number(s): _____ CFDA#: _____	
Is this contract grant funded? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, Whatcom County grant contract number(s): _____	
Is this contract the result of a RFP or Bid process? Contract _____ Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, RFP and Bid number(s): <u>RFP#19-50</u> Cost Center: <u>2500.6630</u>	
Is this agreement excluded from E-Verify? No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> If no, include Attachment D Contractor Declaration form.	
If YES, indicate exclusion(s) below: <input type="checkbox"/> Professional services agreement for certified/licensed professional. <input checked="" type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract for Commercial off the shelf items (COTS). <input type="checkbox"/> Contract work is for less than 120 days. <input type="checkbox"/> Work related subcontract less than \$25,000. <input type="checkbox"/> Interlocal Agreement (between Governments). <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
Contract Amount:(sum of original contract amount and any prior amendments): \$ <u>50,000</u> This Amendment Amount: \$ _____ Total Amended Amount: \$ <u>50,000</u>	Contracts that require Council Approval (incl. agenda bill & memo) <ul style="list-style-type: none"> <li>Professional Services Agreement above \$20,000.</li> <li>Bid is more than \$50,000.</li> <li>Professional Service Contract Amendments that have an increase greater than \$20,000 and other contracts with a cumulative increase greater than \$50,000.</li> </ul> RENEWALS: Council approval is not required when exercising an option to renew that is provided in the original contract.
Summary of Scope: Support update to the Climate Action Plan including completion of greenhouse gas inventory and business as usual forecast and analysis, coordination of climate vulnerability assessment , and review implementation status of 2007 Climate Action Plan and identification of mitigation and adaptation strategies.	
Term of Contract:	Expiration Date: June 30, 2020

Contract Routing:	1. Prepared by: <u>Chris Elder</u>	Date: <u>August 26, 2019</u>
	2. Attorney signoff: _____	Date: <u>8-27-19</u>
	3. AS Finance reviewed: <u>bbennet</u>	Date: <u>9/10/19</u>
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: <u>[Signature]</u>	Date: <u>9/5/19</u>
	6. Submitted to Exec.: _____	Date: <u>9-10-19</u>
	7. Council approved (if necessary): _____	Date: <u>9/10/19</u>
	8. Executive signed: _____	Date: <u>9/11/19</u>
	9. Original to Council: _____	Date: <u>9-13-19</u>

Contract for Climate Action Plan Update support  
Cascadia Consulting Group, Inc.

COUNTY ORIGINAL

Whatcom County Contract No.  
201909019

CONTRACT FOR SERVICES AGREEMENT  
Cascadia Consulting Group, Inc.

Cascadia Consulting Group, 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. 4 to 8,
- Exhibit A (Scope of Work), pp. 9 to 12,
- Exhibit B (Compensation), pp. 13 to 13

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 11 day of September, 2019, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 30 day of June, 2020.

The general purpose or objective of this Agreement is to: provide climate action planning support, 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 \$50,000. 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 11<sup>th</sup> day of Sept, 2019.

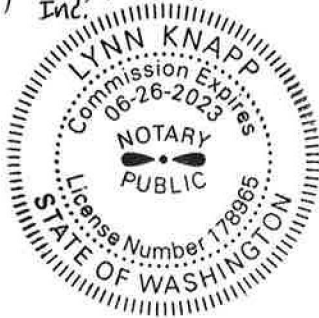
CONTRACTOR:


Cascadia Consulting Group, Inc.

  
\_\_\_\_\_  
Christy Shelton, Principal

STATE OF WASHINGTON )  
COUNTY OF King ) ss.

On this 5 day of September, 2019, before me personally appeared Christy Shelton to me known to be the Principal (title) of Cascadia Consulting Group, Inc. (Company) and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.



  
\_\_\_\_\_  
NOTARY PUBLIC in and for the State of Washington, residing at 5231 26<sup>th</sup> Ave S. My commission expires 6/26/2023.  
Seattle, WA 98108

Contract for Climate Action Plan Update support  
Cascadia Consulting Group, Inc.



## 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: Not Applicable

#### 11.3 Termination for Public Convenience:

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

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

#### 20.1 Accounting and Payment for Contractor Services:

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

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

21.1 Taxes:

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

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

22.1 Withholding Payment:

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

23.1 Labor Standards: Not Applicable

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

30.1 Independent Contractor:

The Contractor's services shall be furnished by the Contractor as an independent contractor, and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent contractor.

The Contractor acknowledges that the entire compensation for this Agreement is specified in Exhibit "B" and the Contractor is not entitled to any benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to employees of the County. The Contractor represents that he/she/it maintains a separate place of business, serves clients other than the County, will report all income and expense accrued under this contract to the Internal Revenue Service, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.

Contractor will defend, indemnify and hold harmless the County, its officers, agents or employees from any loss or expense, including, but not limited to, settlements, judgments, setoffs, attorneys' fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph.

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:

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.

31.2 Patent/Copyright Infringement: Not Applicable

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: Not Applicable

34.1 Proof of Insurance:

The Contractor shall carry for the duration of this Agreement general liability and property damage insurance with the following minimums:

Property Damage per occurrence - \$500,000.00 (this amount may vary with circumstances)

General Liability & Property Damage for bodily injury- \$1,000,000.00 (this amount may vary with circumstances)

A Certificate of insurance, that also identifies the County as an additional insured, is attached hereto as Exhibit "C". This insurance shall be considered as primary and shall waive all rights of subrogation. The County insurance shall be noncontributory.

- a. Professional Liability - \$1,000,000 per occurrence: Not Applicable

34.2 Industrial Insurance Waiver: Not Applicable

34.3 Defense & Indemnity Agreement:

The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elective officers and employees, from and against all loss or expense, including, but not limited to, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property, including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, its subcontractors, its successor or assigns, or its agents, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County or its appointed or elected officials or employees. In case of damages caused by the concurrent negligence of Contractor, its subcontractors, its successors or assigns, or its agents, servants, or employees, and the County, its appointed or elected officers, employees or their agents, then this indemnification provision is enforceable only to the extent of the negligence of the Contractor, its agents, or its employees.

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 agreement is for the benefit of the parties only and this agreement shall create no rights in any third party.

35.1 Non-Discrimination in Employment:

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, 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, age, marital status, disability, 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, 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: Not Applicable

36.1 Waiver of Noncompetition: Not Applicable

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:

Mark Personius, Director  
5280 Northwest Drive  
Bellingham, WA 98226

37.2 Notice:

Except as set forth elsewhere in the Agreement, for all purposes under this Agreement except service of process, notice shall be given by the Contractor to the County's Administrative Officer under this Agreement. Notice to the Contractor for all purposes under this Agreement shall be given to the address provided by the Contractor herein above in the "Contractor Information" section. Notice may be given by delivery or by depositing in the US Mail, first class, postage prepaid.

38.1 Certification of Public Works Contractor's Status under State Law: Not Applicable

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

38.3 E-Verify: Not Applicable

**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: Not Applicable

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: Not Applicable

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 A. 2017 GHG Emissions Inventory and Business-As-Usual Forecast** **\$19,000**

1. Review **existing greenhouse gas (GHG) inventory** materials that the County has assembled.
2. Meet with project manager and other relevant staff in an **initial kick-off meeting** to confirm project objectives, deliverables, schedule, and communication.
3. Develop a **data collection checklist** for the 2017 community and municipal inventories. The checklist will outline specific data items needed for the inventory along with a brief description of the item, source for the information, and point of contact for data collection. The checklist will be built around the requirements and organization of the U.S. Community Protocol, the Local Government Operations Protocol, and the corresponding ClearPath tool.
4. Conduct **sector-based government operations and communitywide greenhouse gas inventories for 2017**. Compile and summarize all activity data in an Excel workbook before uploading the data into ICLEI's ClearPath tool for analysis (assuming the County renews its ICLEI membership such that the ClearPath tool is available; if not, the analysis will be completed in Excel). The consultant's independent Quality Control team will review all quantitative products.
5. Prepare a public-facing **Greenhouse Gas Inventory Report** that briefly summarizes the methodology and findings of the 2017 community and government operations inventories and provides a comparison to the 2000/2005 original inventories.
6. Prepare a **business-as-usual (BAU) forecast** of community-level emissions in Whatcom County, incorporating the following data types: 1) current and historical emissions trends, 2) external factors such as utility Integrated Resource Plans and state and federal policies (e.g., CAFE standards), and 3) forecasted changes in population. Compare the BAU to the established emissions-reduction targets to reveal the "wedge" of emissions reductions needed through the identified actions.

#### **Deliverables**

- A1. In-person kick-off meeting
- A2. Data collection checklist
- A3. 2017 community and municipal GHG inventories in Excel and/or ClearPath
- A4. Brief GHG inventory report (approximately 5 pages, public-facing)
- A5. BAU projection "wedge" graphic

### **Task B. Conduct Vulnerability Assessment and Prepare Guidance Document** **\$19,400**

#### ***Conduct a Climate Vulnerability Assessment for Whatcom County (Steps 1-4)***

1. **Summarize climate impacts from the latest scientific literature** on observed and projected climate trends relevant to Whatcom County, focusing on sea level rise, flooding, fires, drought, heat waves, air quality, and other climate-related risks based on the County's goals. The scope of risks will be identified in the kick-off meeting, and the County will provide existing information on these risks to include in the review.
2. Consult available literature and work with the County team to determine and obtain information on up to **four focus areas** for the vulnerability assessment, which may include natural ecosystems, public health and safety, the local economy, and/or water supply and management. The County will provide input on

infrastructure and assets in built, natural, and social systems and their existing conditions, including relevant documents. The consultant will prepare a consolidated list of questions, and the County project manager will compile combined responses.

3. Conduct **vulnerability assessment process for each sector**, involving the following steps:
  - **Define terms.** During the kick-off meeting, provide a brief overview of a vulnerability assessment and its components of exposure, sensitivity, and adaptive capacity. Work with the County to agree upon definitions for high, medium, and low exposure, sensitivity, and adaptive capacity; these definitions will help prioritize the most vulnerable sectors, resources, and communities.
  - **Exposure analysis.** Draw on the climate impacts summary in step 1 to identify known climate conditions that impose stresses on built, natural, and social systems, and use local information gathered in the kick-off meeting and review of County plans to determine which areas and assets are stressed by each climate condition.
  - **Sensitivity analysis.** Through the kick-off meeting, interviews with relevant County staff, and the climate impacts summary, identify sectors, resources, and communities that are particularly susceptible to the climate impacts the County is likely to face. Gather information about existing conditions and anticipated future conditions to evaluate relative sensitivity to climate stressors.
  - **Adaptive capacity analysis.** Focus on the areas and sectors with the greatest exposure and sensitivity, as identified in the Exposure Analysis and Sensitivity Analysis, and assess their existing ability to accommodate changes in climate and their potential for becoming more resilient through improved management, policies, operations, or infrastructure. Engage County staff and other relevant stakeholders through online communications (e.g., a survey) and up to four phone interviews, as needed, to gather input on existing programs that help to build resilience and document gaps or impacts that are not adequately addressed with current programs.
  - **Vulnerability assessment.** Prepare a matrix to categorize sectors, resources, and communities in the County by their assessed vulnerability level (based on the previously agreed-upon definitions) and identify the most vulnerable (that is, those with high exposure, high sensitivity, and low adaptive capacity).
4. Summarize findings in up to four public-facing **sector-focused vulnerability assessment fact sheets** using graphics, such as a color-coded heat map that identifies the relative vulnerability of sectors, resources, and communities in the County. Include potential adaptation actions in the fact sheets, following prioritization of measures in Task C.

***Prepare a Guidance Document for Future County Vulnerability Assessments (Steps 5-6)***

5. Prepare a **draft guidance document** that is compatible with County departments' structures and decision-making processes, drawing on discussion at the kick-off meeting and up to four interviews with key departmental staff. The guidance document will include the following:
  - **Climate impacts summary.** A condensed, user-friendly version of the climate impacts summary described in step 1 above (1-2 pages).
  - **Vulnerability assessment framework.** This includes clear, step-by-step methodology used for the vulnerability assessment in step 3 above, so County staff can replicate the assessment in the future as new information becomes available.
  - **Considerations for adaptation actions.** This includes steps and considerations for identifying and assessing adaptation actions during the vulnerability assessment process in the form of an Excel workbook.
  - **Vulnerability assessment templates.** Worksheets and other templates used in conducting the vulnerability assessment process will be included in appendices.

6. Collect County input to review and **revise the guidance document**. Provide the draft document and an online feedback form (such as Google Forms or SurveyMonkey) for the County project manager to distribute to the Advisory Committee and approximately six staff members across County departments for review and feedback. Revise and finalize guidance document.

#### **Deliverables**

- B1. Literature review summary (internally-focused document, not designed for public audience, approximately 15-20 pages, excluding references)
- B2. Four sector-specific factsheets (2-3 pages each, public-facing) providing vulnerability assessment results for selected sectors, including potential adaptation actions
- B3. Overview factsheet (1-2 pages, public-facing) summarizing overall vulnerability assessment
- B4. Vulnerability assessment guidance document with tools/templates (approximately 20-25 pages, internally-focused)

### **Task C. Review Implementation Status of 2007 CAP and Identify Strategies** **\$11,600**

1. Review and **compile the existing measures within the 2007 CAP**, drawing on the County's existing summaries to date.
2. Evaluate the **current implementation status** of each measure and identify which measures may need updating, which measures are already completed, and which measures have stalled or are no longer relevant. Conduct up to four interviews with County staff to gather information for key sectors. (If additional input is needed, the consultant will provide an interview guide for the County project manager to gather and compile additional feedback.)
3. Develop a **comprehensive list of potential mitigation and adaptation measures** based on the implementation review; staff interviews; prior experience; Whatcom County's context, challenges, and opportunities; and community perspectives as obtained through the Climate Impact Advisory Committee.
4. Evaluate and rank each measure using **multi-criteria analysis**. Provide an initial qualitative evaluation of each measure. Rankings will be refined by County staff and the Advisory Committee during an Advisory Committee meeting. Potential criteria may include the following:
  - Effectiveness and impact, including contribution towards stated goals (e.g., emission reduction potential).
  - Cost, including affordability and expenditure timeframe.
  - Co-benefits, such as quality of life, equity, employment, health, and insurance risk reduction.
  - Feasibility, including County control, regulatory constraints, and technical and financial considerations.
  - Buy-in from relevant County departments, stakeholders, and the community.
  - Speed with which impact can be achieved.
  - Urgency, given windows of opportunity in the planning cycle as well as the timing of climate impacts.
5. Use the list of measures evaluated and ranked in the previous step to create a smaller list of **early action items**. Identify measures that rank high in terms of feasibility, buy-in, speed, and cost in the multi-criteria analysis. These measures will form the initial list of early action items. County staff and the Advisory Committee will review and confirm the early action item list and identify implementation steps. Provide a template for specifying implementation details, such as immediate next steps, metrics, timeframe, and responsible party; the implementation template will be intended for completion by County staff and the Advisory Committee.

## **Deliverables**

- C1. Meeting with Advisory Committee to finalize multi-criteria analysis and list of measures
- C2. Comprehensive list of potential adaptation and mitigation measures
- C3. Prioritized list of adaptation and mitigation measures
- C4. List of early action items with corresponding implementation template.

## **Drafts and Review Process Assumptions**

For final deliverables, two rounds of review and revisions are assumed: 1) with the County project manager, Climate Impact Advisory Committee, and other staff as identified by the County; 2) with the County project manager for final approval. The County manager will disseminate materials for review, obtain and reconcile comments, and provide consolidated feedback on drafts.

## **Schedule**

This scope of work will be completed by June 30, 2020.

# EXHIBIT "B" COMPENSATION

## Climate Action Planning Support

As consideration for services provided in Exhibit A, Scope of Work, the County agrees to compensate the Contractor according to the hourly rates provided below. Other reasonable expenses incurred in the course of performing the duties herein shall be reimbursed as described here:

- Mileage will be reimbursed at the current IRS rate
- Other expenditures such as outside printing and postage shall be reimbursed at actual cost
- In house computer usage and domestic and long distance telephone charges shall be at no cost

### Contractor Hourly Rates

Work conducted by the following contractor staff members shall be billed at the following fully loaded hourly rates, inclusive of overhead and fees for 2019/2020.

- Christy Shelton, Project Manager, \$190/hour
- Britain Richardson, Inventory/Mitigation Lead, \$100/hour
- Emily Wright, Vulnerability/Adaptation Lead, \$100/hour
- Andrea Martin, Strategic Advisor, \$170/hour
- Tristan Smit, Research Assistant, \$75/hour
- Associate I, \$90/hour
- Project Assistant, \$75/hour

### Project Budget

<b>Task</b>	<b>Est. Hours</b>	<b>Est. Budget</b>
A. 2017 GHG Emissions Inventory and Business-As-Usual Forecast	175	\$19,000
B. Conduct Vulnerability Assessment and Prepare Guidance Document	180	\$19,400
C. Review Implementation Status of 2007 CAP and Identify Strategies	110	\$11,600
<b>TOTAL</b>	<b>465</b>	<b>\$50,000</b>

**WHATCOM COUNTY**


Planning & Development Services  
5280 Northwest Drive  
Bellingham, WA 98226-9097  
360-778-5900, TTY 800-833-6384  
360-778-5901 Fax



**Mark Personius, AICP**  
Director

**Memorandum**

**TO:** Honorable County Councilmembers  
Honorable County Executive Jack Louws

**FROM:** Chris Elder, Planner II 

**DATE:** August 26, 2019

**SUBJECT:** Request authorization for the County Executive to enter into a contract between Whatcom County and Cascadia Consulting Group, Inc. to provide Climate Action Plan update support, in the amount of \$50,000.

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Enclosed are two (2) originals of the contract between Cascadia Consulting Group and Whatcom County for your review and signature.

▪ **Background and Purpose**

Whatcom County Council established the Climate Impact Advisory Committee through Ordinance 2017-080 on December 5, 2017. Whatcom County Council allocated \$50,000 to support Climate Action Planning in Whatcom County in the 2019-2020 biennial budget. Staff released RFP #19-50 requesting support for Climate Action Planning services which closed on June 25, 2019. An interview committee comprised of Whatcom County staff and one member of the Climate Impact Advisory Committee selected Cascadia Consulting Group, Inc. to provide support in updating the Climate Action Plan including completion of greenhouse gas inventory and business as usual forecast and analysis, coordination of climate vulnerability assessment, and review implementation status of 2007 Climate Action Plan and identification of mitigation and adaptation strategies. The attached contract including a scope of work accurately reflects the request from the Climate Impact Advisory Committee and the request from County Council as described in Ordinance 2017-080. Staff and the committee are excited to make significant progress towards addressing climate change in partnership with Cascadia Consulting Group, Inc.

▪ **Funding Amount and Source**

\$50,000 is reserved in Cost Center 2500.6630.

Please contact Chris Elder at extension 5932 if you have any questions or concerns regarding the terms of this agreement.