

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.
202510023

Originating Department:	Public Works	
Division/Program: <i>(i.e. Dept. Division and Program)</i>	Natural Resources- Climate Action	
Contract or Grant Administrator:	Lauren Clemens	
Contractor's / Agency Name:	WA State Department of Commerce	
<p>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"/></p> <p>Yes X No <input type="checkbox"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____</p> <p>Does contract require Council Approval? Yes X No <input type="checkbox"/> If No, include WCC: _____</p> <p>Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)</p> <p>Is this a grant agreement?</p> <p>Yes X No <input type="checkbox"/> If yes, grantor agency contract number(s): <u>Not assigned</u> CFDA#: <u>N/A</u></p> <p>Is this contract grant funded?</p> <p>Yes X No <input type="checkbox"/> If yes, Whatcom County grant contract number(s): _____</p> <p>Is this contract the result of a RFP or Bid process? Contract</p> <p>Yes <input type="checkbox"/> No X If yes, RFP and Bid number(s): _____ Cost Center: _____</p> <p>Is this agreement excluded from E-Verify? No <input type="checkbox"/> Yes X If no, include Attachment D Contractor Declaration form.</p> <p>If YES, indicate exclusion(s) below:</p> <p><input type="checkbox"/> Professional services agreement for certified/licensed professional. <input type="checkbox"/> Goods and services provided due to an emergency</p> <p><input type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract for Commercial off the shelf items (COTS).</p> <p><input type="checkbox"/> Contract work is for less than 120 days. <input type="checkbox"/> Work related subcontract less than \$25,000.</p> <p>X Interlocal Agreement (between Governments). <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.</p>		
<p>Contract Amount:(sum of original contract amount and any prior amendments):</p> <p>\$ <u>\$283,000</u></p> <p>This Amendment Amount:</p> <p>\$ <u>0</u></p> <p>Total Amended Amount:</p> <p>\$ <u>N/A</u></p>	<p>Council approval required for; all property leases, all Interlocal agreements, contracts or bid awards exceeding \$75,000, and grants exceeding \$40,000 and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when: Exercising an option contained in a contract previously approved by the council.</p> <p>1. Exercising an option contained in a contract previously approved by the council.</p> <p>2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance.</p> <p>3. Bid or award is for supplies.</p> <p>4. Equipment is included in Exhibit "B" of the Budget Ordinance.</p> <p>5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.</p>	
<p>Summary of Scope: For General Fund staff cost reimbursement associated with the development of climate change element requirements of RCW 36.70A.070(9) and to meet County 2025 cost share towards climate modelling for the Lake Whatcom Management Program Workplan objective 11.1.2 to develop a Lake Whatcom Climate Vulnerability Assessment.</p>		
Term of Contract:	July 1 st , 2025- December 31 st , 2025	Expiration Date: December 31 st , 2025
Contract Routing:	<p>1. Prepared by: <u>Lauren Clemens, Climate Action Manager</u> Date: <u>August 27, 2025</u></p> <p>2. Attorney signoff: <u>Christopher Quinn, Prosecuting Attorney</u> Date: <u>August 28, 2025</u></p> <p>3. AS Finance reviewed: <u>Brad Bennett, Finance Director</u> Date: <u>September 9, 2025</u></p> <p>4. IT reviewed (if IT related): <u>N/A</u> Date: _____</p> <p>5. Contractor signed: _____ Date: _____</p> <p>6. Executive contract review: _____ Date: _____</p> <p>7. Council approved (if necessary): <u>AB2025-649</u> Date: <u>09.23.2025</u></p> <p>8. Executive signed: _____ Date: _____</p> <p>9. Original to Council _____ Date: _____</p>	



MEMORANDUM

TO: The Honorable Satpal Singh Sidhu, Whatcom County Executive, and The Honorable Members of the Whatcom County Council

THROUGH: Elizabeth Kosa, Public Works Director

FROM: Gary Stoyka, Natural Resources Manager
Lauren Clemens, Climate Action Manager
Jon-Paul Shannahan, Environmental Programs Manager *jes*

DATE: August 27, 2025

RE: Washington Department of Commerce- 2025-2027 Climate Planning Grant

Please find attached for your review a copy of the Washington Department of Commerce- 2025-2027 Climate Planning Grant. The authorized agreement will be signed electronically through DocuSign.

Requested Action

Public Works respectfully requests that the Whatcom County Council authorize the County Executive to sign this agreement for the Washington Department of Commerce 2025-2027 Climate Planning Grant for \$283,000.

Background and Purpose

Washington Department of Commerce has allocated Whatcom County non-competitive funding for development of a climate element for the 2025 Whatcom County Comprehensive Plan update and supporting climate planning technical reports. The grant agreement for \$283,000 will fund up to \$86,000 in Whatcom County staff cost reimbursement via the Climate Action Fund for technical review, tribal consultation, committee engagement, and Planning Commission and Council review and amendments of the Climate Element until the GMA periodic review deadline of December 31, 2025.

In support of the RCW 36.70A.070 requirement that the resilience sub element is consistent with the best available science and scientifically credible climate projections, the remaining \$215,000 is designated for County cost share towards the Lake Whatcom Climate Vulnerability Assessment (City of Bellingham RFP # 56B-2025, Lake Whatcom Management Program Workplan objective 11.1.2). The Commerce climate planning grant funds will provide Climate Action Fund reimbursement for 2025 Lake Whatcom Management Program Climate Action program area. The Commerce climate planning funds for the Lake Whatcom Climate Vulnerability Assessment will be applied to staff time reimbursement, as well as climate modelling.

Funding Amount and Source

This WA Department of Commerce 2025-2027 Climate Planning Grant will provide \$283,000 to support climate planning. Budget authority for this grant agreement is provided in the 2025 Natural Resources budget in the Climate Action Fund, contingent on the Whatcom County Council approval of supplemental budget request SBR 5072.

Please contact Lauren Clemens, Climate Action Manager at x6241 or Gary Stoyka, Natural Resource Manager at extension x6218 if you have any questions or concerns regarding the terms of this agreement.

Whatcom County Contract No.
202510023



Interagency Agreement with

Whatcom County

through

Growth Management Services

**Contract Number:
26-63330-334**

For

2025-2027 Climate Planning Grant

Dated: Date of Execution

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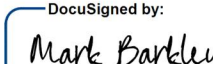
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Face Sheet

Contract Number: 26-63330-334

**Local Government Division
Growth Management Services
2025-2027 Climate Planning Grant**

1. Contractor Whatcom County 311 Grand Avenue, Suite 108 Bellingham, WA 98225-4082		2. Contractor Doing Business As (as applicable) N/A	
3. Contractor Representative Lauren Clemens Climate Action Manager 360-778-6241 LClemens@co.whatcom.wa.us		4. COMMERCE Representative Noelle Madera Climate Operation Team Lead 509-818-1040 noelle.madera@commerce.wa.gov <div style="float: right; text-align: right;"> PO Box 42525 1011 Plum St. SE Olympia, WA 98504 </div>	
5. Contract Amount \$283,000	6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>		7. Start Date Date of Execution
8. End Date December 31, 2025			
9. Federal Funds (as applicable) N/A		Federal Agency: N/A	
ALN N/A			
10. Tax ID # N/A	11. SWV # SWV0002425	12. UBI # 371-010-246	13. UEI # N/A
14. Contract Purpose For the development of climate change element requirements of RCW 36.70A.070(9), including public engagement, SEPA review, and resilience and GHG reduction subelements.			
COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work and Attachment "B" – Budget			
FOR CONTRACTOR <div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;"> <small>DocuSigned by:</small>  <small>1192C7C189654E3...</small> </div> Satpal Singh Sidhu, County Executive Whatcom County 10/13/2025 12:27 PM PDT <hr/> Date <div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;"> <small>Signed by:</small>  <small>EC466EF9C8B4FD...</small> </div> Christopher Quinn, Chief Civil Deputy Prosecuting Attorney's Office 10/13/2025 10:33 AM PDT <hr/> Date		FOR COMMERCE <div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;"> <small>DocuSigned by:</small>  <small>80312B04865C458...</small> </div> Mark K. Barkley, Assistant Director Local Government Division 10/16/2025 9:18 AM PDT <hr/> Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	

Special Terms and Conditions

1. AUTHORITY

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

2. ACKNOWLEDGEMENT OF CLIMATE COMMITMENT ACT FUNDING

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

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

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

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

3. CONTRACT MANAGEMENT

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

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

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

4. COMPENSATION

COMMERCE shall pay an amount not to exceed **\$283,000**, for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work.

5. BILLING PROCEDURES AND PAYMENT

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

The parties agree this is a performance-based contract intended to produce the deliverables identified in Scope of Work (Attachment A). Payment of any invoice shall be dependent upon COMMERCE'S acceptance of Contractor's performance and/or deliverable. The invoices and attachments shall describe and document, to COMMERCE's satisfaction, deliverables or a description of the work performed, the progress of the project, and fees. The invoice shall include the **Contract Number 26-63330-334**. Payment shall be considered timely if made by COMMERCE within thirty (30) calendar

days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

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

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

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

Final Invoices

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

Grant Timeline

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

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

Duplication of Billed Costs

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

Disallowed Costs

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

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

Line Item Modification of Budget

- A. Notwithstanding any other provision of this Contract, the Grantee may, at its discretion, make one-time modification or modifications to line items in the Budget (Attachment B) that will not increase the line item by more than twenty percent (20%).
- B. The Grantee shall notify COMMERCE in writing (by email) when proposing any budget modification to the Budget (Attachments B). Conversely, Commerce may initiate the budget modification approval process if presented with a request for payment under this Contract that would cause reallocation of line item amount to exceed the twenty percent (20%) threshold increase described above.
- C. Any such budget modification or modifications as described above shall require the written approval of COMMERCE (by email), and such written approval shall amend the Budget. Each party to this contract will retain and make any and all documents related to such budget modifications a part of their respective contract file.
- D. Nothing in this section shall be construed to permit an increase in the amount of funds available as set forth in Section 4 of this Contract, nor does this section allow any proposed changes to

the Scope of Work, including Tasks/Work Items and Deliverables under Attachment A, without specific written approval from COMMERCE by amendment to this contract.

6. SUBCONTRACTOR DATA COLLECTION

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

7. INSURANCE

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

8. FRAUD AND OTHER LOSS REPORTING

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

9. ORDER OF PRECEDENCE

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

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

General Terms and Conditions

1. DEFINITIONS

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

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

2. ALL WRITINGS CONTAINED HEREIN

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

3. AMENDMENTS

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

4. ASSIGNMENT

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

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

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

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

- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
- C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. **COPYRIGHT**

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

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

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

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

7. **DISPUTES**

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

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

8. GOVERNING LAW AND VENUE

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

9. INDEMNIFICATION

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

10. LICENSING, ACCREDITATION AND REGISTRATION

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

11. RECAPTURE

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

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

12. RECORDS MAINTENANCE

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

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

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

13. SAVINGS

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

14. SEVERABILITY

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

15. **SUBCONTRACTING**

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

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

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

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

16. **SURVIVAL**

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

17. **TERMINATION FOR CAUSE**

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

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

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

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

18. **TERMINATION FOR CONVENIENCE**

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

19. **TERMINATION PROCEDURES**

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

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

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

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

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

20. TREATMENT OF ASSETS

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

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

practices.

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

21. WAIVER

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

Attachment A: Scope of Work

Scope of Work- Deliverables 1: Tribal Consultation Memo		
Tasks and Deliverables	Description	End Date
Task 1	Formal consultation and/ or informal tribal coordination for climate planning	
Deliverable 1	Tribal Consultation Memo- Tribal MOA and/ or tribal staff comments on climate element	12/2025

Scope of Work- Deliverables 2: Public Engagement Memo		
Tasks and Deliverables	Description	End Date
Task 1	Public comment during Planning Commission and Council work session and hearing	
Deliverable 2	Public Engagement Memo- Planning Commission and Council Public Comment	12/2025

Scope of Work- Deliverables 3: Final Environmental Impact Statement- Climate		
Tasks and Deliverables	Description	End Date
Task 1	Preparation of Final EIS, including analyzing and responding to all comments received on the draft EIS, and evaluation of probable impacts	
Task 2	Publication of Final EIS and record of the environmental analysis conducted for the proposal	
Deliverable 3	Final Environmental Impact Statement- Climate Sections	12/2025

Scope of Work- Deliverable 4 and 5: Climate Element- Planning Commission Recommendation		
Tasks and Deliverables	Description	End Date
Task	GHG Reduction Sub-element- Draft Policies compliant with HB 1181- Planning Commission Discussion	
Task	Resilience Sub-element- Draft Policies compliant with HB 1181- Planning Commission Discussion	
Task	Climate Element- Planning Commission Work Session Findings	
Task	Climate Element- Planning Commission Public Hearing and Recommendation	

Deliverable 4	Climate Element- GHG Reduction- Planning Commission Recommendation to Council	9/2025
Deliverable 5	Climate Element- Resilience- Planning Commission Recommendation to Council	9/2025

Scope of Work- Deliverable 6: Climate Element- Whatcom County Council Proposed Amendments

Tasks and Deliverables	Description	End Date
Task	GHG Reduction Sub-element- Draft Policies compliant with HB 1181- Council Discussion	
Task	Resilience Sub-element- Draft Policies compliant with HB 1181- Planning Commission Discussion	
Task	Commerce Voluntary GHG Reduction Subelement Review	
Deliverable 6	Climate Element- Whatcom County Council Draft Proposed Amendments	12/2025

Scope of Work- Deliverable 7: Risk Assessment

Tasks and Deliverables	Description	End Date
Task	Incorporate analysis from Hazard and Impact Assessment to assess hazard exposure for priority hazards	
Task	Determine downscaled climate modelling and other geospatial mapping needs to complete risk assessment	
Task	Summarize assets within Whatcom County geographic boundaries projected to be affected by priority hazards	
Task	Analyze range of anticipated intensities of priority hazards	
Task	Evaluate vulnerability of areas within Whatcom County to the identified hazards, including an evaluation of susceptibility to damage from the priority hazards	
Task	Quantify and map risk information to provide baseline estimates	
Task	Develop draft mitigation strategy assessment to reduce current and future vulnerabilities described in the risk assessment.	
Deliverable 7	Draft Whatcom County Risk Assessment	12/2025

Attachment B: Budget

Deliverables	Commerce Grant Funds
Deliverable 1: Tribal Consultation Memo	\$5,000
Deliverable 2: Public Engagement Memo	\$3,000
Deliverable 3: Final Environmental Impact Statement- Climate	\$10,000
Deliverable 4: Climate Element- GHG Reduction- Planning Commission Recommendation to Council	\$15,000
Deliverable 5: Climate Element- Resilience- Planning Commission Recommendation to Council	\$15,000
Deliverable 6: Climate Element- Whatcom County Council Draft Proposed Amendments	\$20,000
Deliverable 7: Draft Whatcom County Risk Assessment	\$215,000
Grant Total:	\$283,000

Internal routing form. Will be deleted after contract fully signed.

Commerce GMS programs - Contract review and routing form		
Reviewer	Name	Initials and Date
Budget Analyst	Corina Campbell	<div><div><div>DS</div><div>CC</div></div><div>10/8/2025 9:10 AM PDT</div></div>
GMS Managing Director	Dave Andersen	<div><div><div>DS</div><div>DA</div></div><div>10/13/2025 9:18 AM PDT</div></div>
Deputy Assistant Director – LGD	Tony Hanson	<div><div><div>DS</div><div>TH</div></div><div>10/16/2025 8:46 AM PDT</div></div>

Certificate Of Completion

Envelope Id: 3E68D83D-438C-4FB3-A8BC-B725BBA12B25		Status: Completed
Subject: Complete with Docusign: Whatcom Climate Planning Grant 26-63114-334.pdf		
Division:		
Local Government		
Program: PUG		
ContractNumber: 26-63114-334		
DocumentType: Contract		
Source Envelope:		
Document Pages: 16	Signatures: 3	Envelope Originator:
Certificate Pages: 6	Initials: 3	Ashley Dofner
AutoNav: Enabled		1011 Plum Street SE
Envelopeld Stamping: Enabled		MS 42525
Time Zone: (UTC-08:00) Pacific Time (US & Canada)		Olympia, WA 98504-2525
		ashley.dofner@commerce.wa.gov
		IP Address: 198.239.106.229

Record Tracking

Status: Original	Holder: Ashley Dofner	Location: DocuSign
10/8/2025 8:11:57 AM	ashley.dofner@commerce.wa.gov	
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Storage Appliance Status: Connected	Pool: Washington State Department of Commerce	Location: Docusign

Signer Events

Signer Events	Signature	Timestamp
Corina Campbell corina.campbell@commerce.wa.gov Security Level: Email, Account Authentication (None), Login with SSO	 Signature Adoption: Pre-selected Style Using IP Address: 198.238.8.188	Sent: 10/8/2025 8:17:57 AM Viewed: 10/8/2025 9:10:35 AM Signed: 10/8/2025 9:10:40 AM

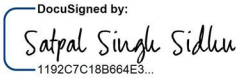


Electronic Record and Signature Disclosure:
Not Offered via Docusign

Dave Andersen dave.andersen@commerce.wa.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 198.239.106.197	Sent: 10/8/2025 9:10:42 AM Viewed: 10/13/2025 9:18:01 AM Signed: 10/13/2025 9:18:08 AM
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Electronic Record and Signature Disclosure:
Not Offered via Docusign

Christopher Quinn CQuinn@co.whatcom.wa.us Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 216.57.213.187	Sent: 10/13/2025 9:18:10 AM Viewed: 10/13/2025 10:33:10 AM Signed: 10/13/2025 10:33:20 AM
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Electronic Record and Signature Disclosure:
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ID: 56430f53-ef08-4573-9351-a84e31599a5e

Signer Events	Signature	Timestamp
Satpal Singh Sidhu SSidhu@co.whatcom.wa.us County Executive Whatcom County Human Resources Security Level: Email, Account Authentication (None)	<div> DocuSigned by:  1192C7C18B664E3... </div> Signature Adoption: Pre-selected Style Using IP Address: 216.57.213.187	Sent: 10/13/2025 10:33:22 AM Viewed: 10/13/2025 12:26:45 PM Signed: 10/13/2025 12:27:06 PM
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Tony Hanson tony.hanson@commerce.wa.gov Deputy Assistant Dir Washington State Department of Commerce Security Level: Email, Account Authentication (None)	<div> DS  </div> Signature Adoption: Pre-selected Style Using IP Address: 198.238.6.179	Sent: 10/13/2025 12:27:08 PM Viewed: 10/16/2025 8:46:30 AM Signed: 10/16/2025 8:46:43 AM
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Mark Barkley mark.barkley@commerce.wa.gov Assistant Director Washington State Department of Commerce Security Level: Email, Account Authentication (None)	<div> DocuSigned by:  80312B04865C458... </div> Signature Adoption: Pre-selected Style Using IP Address: 147.55.149.199	Sent: 10/16/2025 8:46:46 AM Viewed: 10/16/2025 9:18:23 AM Signed: 10/16/2025 9:18:31 AM
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Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
Lauren Clemens LClemens@co.whatcom.wa.us Security Level: Email, Account Authentication (None)	<div> COPIED </div>	Sent: 10/13/2025 9:18:10 AM Viewed: 10/13/2025 9:26:58 AM
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Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	10/16/2025 9:18:31 AM
Completed	Security Checked	10/16/2025 9:18:31 AM

Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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