

CONSULTANT: Forterra NW
CONTACT PERSON: Nicholas Bratton
ADDRESS: P.O Box 4189
Seattle, WA 98194
FEDERAL TAX ID NUMBER/U.B.I. NUMBER: 94-3112461 / 601-185-304
TELEPHONE/FAX NUMBER: (206) 905-6941
COUNTY DEPT: DCNR
DEPT. CONTACT PERSON: Molly Beeman
TELEPHONE/FAX NUMBER: (425) 262-2888
PROJECT: Land Conservation Strategy
AMOUNT: \$396,435
FUND SOURCE: 309-510949-56599
CONTRACT DURATION: NTP through 2024

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (the "Agreement") is made by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the "County") and Forterra, a consultant (the "Contractor"). In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. Purpose of Agreement; Scope of Services. The purpose of this Agreement is provide consultant support for the development of a comprehensive "Land Conservation Strategy" for Snohomish County. The scope of services is as defined in Schedule A attached hereto and by this reference made a part hereof. This Agreement is the product of County RFP No. 22-14SB.

The services shall be performed in accordance with the requirements of this Agreement and with generally accepted practices prevailing in the western Washington region in the occupation or industry in which the Contractor practices or operates at the time the services are performed. The Contractor shall perform the work in a timely manner and in accordance with the terms of this Agreement. Any materials or equipment used by the Contractor in connection with performing the services shall be of good quality. The Contractor represents that it is fully qualified to perform the services to be performed under this Agreement in a competent and professional manner.

The Contractor will prepare and present status reports and other information regarding performance of the Agreement as the County may request.

2. Term of Agreement; Time of Performance. This Agreement shall be effective upon Notice to Proceed, by which the County will advise Contractor they may begin work under this Agreement (the “Effective Date”), and shall terminate on December 31, 2024. Work under the Agreement shall not begin under any circumstances until after the full execution of the Agreement by the parties. The Contractor shall commence work upon the Effective Date and shall complete the work required by this Agreement no later than Dec. 31, 2024, PROVIDED, HOWEVER, that the County’s obligations after December 31, 2023 are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with the County Charter and applicable law.

3. Compensation.

a. Services. The County will pay the Contractor for services as and when set forth in Schedule B, which is attached hereto and by this reference made a part of this Agreement.

b. Overhead and Expenses. The Contractor’s compensation for services set forth in Section 3a above includes overhead and expenses and no separate claims for reimbursement of overhead or expenses will be allowed under this Agreement.

c. Invoices. The Contractor shall submit properly executed invoices to the County no more frequently than monthly. Each invoice shall include an itemization of the dates on which services were provided, including the number of hours and a brief description of the work performed on each such date. Subject to Section 8 of this Agreement, the County will pay such invoices within thirty (30) calendar days of receipt.

d. Payment. The County's preferred method of payment under this contract is electronic using the County's "e-Payable" system with Bank of America. The Contractor is highly encouraged to take advantage of the electronic payment method.

In order to utilize the electronic payment method, the Contractor shall email SnocoEpayables@snoco.org and indicate it was awarded a contract with Snohomish County and will be receiving payment through the County's e-Payable process. The Contractor needs to provide contact information (name, phone number and email address). The Contractor will be contacted by a person in the Finance Accounts Payable group and assisted with the enrollment process. This should be done as soon as feasible after County award of a contract or purchase order, but not exceeding ten (10) business days.

Department approved invoices received in Finance will be processed for payment within seven calendar days for e-Payable contractors. Invoices are processed for payment by Finance two times a week for contractors who have selected the e-Payable payment option.

In the alternative, if the Contractor does not enroll in the electronic ("e-Payable") payment method described above, contract payments will be processed by Finance with the issuance of paper checks or, if available, an alternative electronic method. Alternative payment methods, other than e-Payables, will be processed not more than 30 days from receipt of department approved invoices to Finance.

THE COUNTY MAY MAKE PAYMENTS FOR PURCHASES UNDER THIS CONTRACT USING THE COUNTY'S VISA PURCHASING CARD (PCARD).

Upon acceptance of payment, the Contractor waives any claims for the goods or services covered by the Invoice. No advance payment shall be made for the goods or services furnished by Contractor pursuant to this Contract.

e. Payment Method. In addition to Payment section above, the County may make payments for purchases under this contract using the County's VISA purchasing card (PCARD).

Are you willing to accept PCARD payments without any fees or surcharges?

Yes ☐

No ☒

4. Independent Contractor. The Contractor agrees that Contractor will perform the services under this Agreement as an independent contractor and not as an agent, employee, or servant of the County. This Agreement neither constitutes nor creates an employer-employee relationship. The parties agree that the Contractor is not entitled to any benefits or rights enjoyed by employees of the County. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Agreement. The County shall only have the right to ensure performance. Nothing in this Agreement shall be construed to render the parties partners or joint venturers.

The Contractor shall furnish, employ and have exclusive control of all persons to be

engaged in performing the Contractor's obligations under this Agreement (the "Contractor personnel"), and shall prescribe and control the means and methods of performing such obligations by providing adequate and proper supervision. Such Contractor personnel shall for all purposes be solely the employees or agents of the Contractor and shall not be deemed to be employees or agents of the County for any purposes whatsoever. With respect to Contractor personnel, the Contractor shall be solely responsible for compliance with all rules, laws and regulations relating to employment of labor, hours of labor, working conditions, payment of wages and payment of taxes, including applicable contributions from Contractor personnel when required by law.

Because it is an independent contractor, the Contractor shall be responsible for all obligations relating to federal income tax, self-employment or FICA taxes and contributions, and all other so-called employer taxes and contributions including, but not limited to, industrial insurance (workers' compensation). The Contractor agrees to indemnify, defend and hold the County harmless from any and all claims, valid or otherwise, made to the County because of these obligations.

The Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes, fees, licenses, excises or payments required by any city, county, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by the Contractor and as to all duties, activities and requirements by the Contractor in performance of the work under this Agreement. The Contractor shall assume exclusive liability therefor, and shall meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

5. Ownership. Any and all data, 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 Agreement 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 Agreement 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.

6. Changes. No changes or additions shall be made in this Agreement except as agreed to by both parties, reduced to writing and executed with the same formalities as are required for the execution of this Agreement.

7. County Contact Person. The assigned contact person (or project manager) for the County for this Agreement shall be:

Name: Molly Beeman
Title: OES Manager
Department: DCNR
Telephone: (425) 262-2888
Email: molly.beeman@snoco.org

8. County Review and Approval. When the Contractor has completed any discrete portion of the services, the Contractor shall verify that the work is free from errors and defects and otherwise conforms to the requirements of this Agreement. The Contractor shall then notify the County that said work is complete. The County shall promptly review and inspect the work to determine whether the work is acceptable. If the County determines the work conforms to the requirements of this Agreement, the County shall notify the Contractor that the County accepts the work. If the County determines the work contains errors, omissions, or otherwise fails to conform to the requirements of this Agreement, the County shall reject the work by providing the Contractor with written notice describing the problems with the work and describing the necessary corrections or modifications to same. In such event, the Contractor shall promptly remedy the problem or problems and re-submit the work to the County. The Contractor shall receive no additional compensation for time spent correcting errors. Payment for the work will not be made until the work is accepted by the County. The Contractor shall be responsible for the accuracy of work even after the County accepts the work.

If the Contractor fails or refuses to correct the Contractor's work when so directed by the County, the County may withhold from any payment otherwise due to the Contractor an amount that the County in good faith believes is equal to the cost the County would incur in correcting the errors, in re-procuring the work from an alternate source, and in remedying any damage caused by the Contractor's conduct.

9. Subcontracting and Assignment. The Contractor shall not subcontract, assign, or delegate any of the rights, duties or obligations covered by this Agreement without prior express written consent of the County. Any attempt by the Contractor to subcontract, assign, or delegate any portion of the Contractor's obligations under this Agreement to another party in violation of the preceding sentence shall be null and void and shall constitute a material breach of this Agreement.

10. Records and Access; Audit; Ineligible Expenditures. The Contractor shall maintain adequate records to support billings. Said records shall be maintained for a period of seven (7) years after completion of this Agreement by the Contractor. The County or any of its duly authorized representatives shall have access at reasonable times to any books, documents, papers and records of the Contractor which are directly related to this Agreement for the purposes of making audit examinations, obtaining excerpts, transcripts or copies, and ensuring compliance by the County with applicable laws. Expenditures under this Agreement, which are determined by audit to be ineligible for reimbursement and for which payment has been made to the Contractor, shall be refunded to the County by the Contractor.

11. Indemnification.

a. Professional Liability.

The Contractor agrees to indemnify the County and, if any funds for this Agreement are provided by the State, the State and their officers, officials, agents and employees from damages and liability for damages, including reasonable attorneys' fees, court costs, expert witness fees, and other claims-related expenses, arising out of the performance of the Contractor's professional services under this Agreement, to the extent that such liability is caused by the negligent acts, errors or omissions of the Contractor, its principals, employees or subcontractors. The Contractor has no obligation to pay for any of the indemnitees' defense-related cost prior to a final determination of liability or to pay any amount that exceeds Contractor's finally determined percentage of liability based upon the comparative fault of the Contractor, its principals, employees and subcontractors. For the purpose of this section, the County and the Contractor agree that the County's and, if applicable, the State's costs of defense shall be included in the definition of damages above.

b. All Other Liabilities Except Professional Liability.

To the maximum extent permitted by law and except to the extent caused by the sole negligence of the County and, if any funds for this Agreement are provided by the State, the State, the Contractor shall indemnify and hold harmless the County and the State, their officers, officials, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incidental to the services and/or deliverables provided by or on behalf of the Contractor. In addition, the Contractor shall assume the defense of the County and, if applicable, the State and their officers and employees in all legal or claim proceedings arising out of, in connection with, or incidental to such services and/or deliverables and shall pay all defense expenses, including reasonable attorneys' fees, expert fees and costs incurred by the County and, if applicable, the State, on account of such litigation or claims.

The above indemnification obligations shall include, but are not limited to, all claims against the County and, if applicable, the State by an employee or former employee of the Contractor or its subcontractors, and the Contractor, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects only the County and, if applicable, the State, under any industrial insurance act, including Title 51 RCW, other worker's compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

In the event that the County or, if applicable, the State incurs any judgment, award and/or cost including attorneys' fees arising from the provisions of this section, or to enforce the provisions of this section, any such judgment, award, fees, expenses and costs shall be recoverable from the Contractor.

In addition to injuries to persons and damage to property, the term "claims," for purposes of this provision, shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind,

delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in an unfair trade practice.

The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

Nothing contained within this provision shall affect or alter the application of any other provision contained within this Agreement.

12. Insurance Requirements. The Contractor shall procure by the time of execution of this Agreement, and maintain for the duration of this Agreement, (i) insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the services hereunder by the Contractor, its agents, representatives, or employees, and (ii) a current certificate of insurance and additional insured endorsement.

a. General. Each insurance policy shall be written on an "occurrence" form, except that Professional Liability, Errors and Omissions coverage, if applicable, may be written on a claims made basis. If coverage is approved and purchased on a "claims made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the work which is the subject of this Agreement.

By requiring the minimum insurance coverage set forth in this Section 12, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Agreement. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

b. No Limitation on Liability. The Contractor's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or in equity.

c. Minimum Scope and Limits of Insurance. The Contractor shall maintain coverage at least as broad as, and with limits no less than:

(i) General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit. CG 00 01 current edition, including Products and Completed Operations;

(ii) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. CA 0001 current edition, Symbol 1;

(iii) Workers' Compensation: To meet applicable statutory requirements for workers' compensation coverage of the state or states of residency of the workers providing services under this Agreement;

(iv) Employers' Liability or "Stop Gap" coverage: \$1,000,000

d. Other Insurance Provisions and Requirements. The insurance coverages required in this Agreement for all liability policies except workers' compensation and Professional Liability, if applicable, must contain, or must be endorsed to contain, the following provisions:

(i) The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Agreement. Such coverage shall be primary and non-contributory insurance as respects the County, its officers, officials, employees and agents. Additional Insured Endorsement shall be included with the certificate of insurance, "CG 2026 07/04" or its equivalent is required.

(ii) The Contractor's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

(iii) Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the County and shall be the sole responsibility of the Contractor.

(iv) Insurance coverage must be placed with insurers with a Best's Underwriting Guide rating of no less than A:VIII, or, if not rated in the Best's Underwriting Guide, with minimum surpluses the equivalent of Best's surplus size VIII. Professional Liability, Errors and Omissions insurance coverage, if applicable, may be placed with insurers with a Best's rating of B+:VII. Any exception must be approved by the County.

Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits until after forty-five (45) calendar days' prior written notice has been given to the County.

If at any time any of the foregoing policies fail to meet minimum requirements, the Contractor shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

e. Subcontractors. The Contractor shall include all subcontractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements for each subcontractor. Insurance coverages provided by subcontractors instead of the Contractor as evidence of compliance with the insurance requirements of this Agreement shall be subject to all of the requirements stated herein.

13. County Non-discrimination. It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

The Contractor shall comply with the substantive requirements of Chapter 2.460 SCC, which are incorporated herein by this reference. Execution of this Agreement constitutes a certification by the Contractor of the Contractor's compliance with the requirements of Chapter 2.460 SCC. If the Contractor is found to have violated this provision, or to have furnished false or misleading information in an investigation or proceeding conducted pursuant to this Agreement or Chapter 2.460 SCC, this Agreement may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the Contractor's obligations under other federal, state, or local laws against discrimination.

14. Federal Non-discrimination. Snohomish County assures that no persons shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964 (Pub. L. No. 88-352), as amended, and the Civil Rights Restoration Act of 1987 (Pub. L. No. 100-259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any County sponsored program or activity. Snohomish County further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

15. Employment of County Employees. SCC 2.50.075, "Restrictions on future employment of County employees," imposes certain restrictions on the subsequent employment and compensation of County employees. The Contractor represents and warrants to the County that it does not at the time of execution of this Agreement, and that it shall not during the term of this Agreement, employ a former or current County employee in violation of SCC 2.50.075. For breach or violation of these representations and warranties, the County shall have the right to terminate this Agreement without liability.

16. Compliance with Other Laws. The Contractor shall comply with all other applicable federal, state and local laws, rules, and regulations in performing this Agreement.

17. Compliance with Grant Terms and Conditions. The Contractor shall comply with any and all conditions, terms and requirements of any federal, state or other grant, if any, that wholly or partially funds the Contractor's work hereunder.

18. Prohibition of Contingency Fee Arrangements. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the County shall have the right to terminate this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

19. Force Majeure. If either party is unable to perform any of its obligations under this Agreement as a direct result of an unforeseeable event beyond that party's reasonable control, including but not limited to an act of war, act of nature (including but not limited to earthquake

and flood), embargo, riot, sabotage, labor shortage or dispute (despite due diligence in obtaining the same), or governmental restriction imposed subsequent to execution of the Agreement (collectively, a “force majeure event”), the time for performance shall be extended by the number of days directly attributable to the force majeure event. Both parties agree to use their best efforts to minimize the effects of such failures or delays.

20. Suspension of Work. The County may, at any time, instruct the Contractor in writing to stop work effective immediately, or as directed, pending either further instructions from the County to resume the work or a notice from the County of breach or termination under Section 21 of this Agreement.

21. Non-Waiver of Breach; Termination.

a. The failure of the County to insist upon strict performance of any of the covenants or agreements contained in this Agreement, or to exercise any option conferred by this Agreement, in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

b. If the Contractor breaches any of its obligations hereunder, and fails to cure the same within five (5) business days of written notice to do so by the County, the County may terminate this Agreement, in which case the County shall pay the Contractor only for the services and corresponding reimbursable expenses, if any, accepted by the County in accordance with Sections 3 and 8 hereof.

c. The County may terminate this Agreement upon two (2) business days’ written notice to the Contractor for any reason other than stated in subparagraph b above, in which case payment shall be made in accordance with Sections 3 and 8 hereof for the services and corresponding reimbursable expenses, if any, reasonably and directly incurred by the Contractor in performing this Agreement prior to receipt of the termination notice.

d. Termination by the County hereunder shall not affect the rights of the County as against the Contractor provided under any other section or paragraph herein. The County does not, by exercising its rights under this Section 21, waive, release or forego any legal remedy for any violation, breach or non-performance of any of the provisions of this Agreement. At its sole option, the County may deduct from the final payment due the Contractor (i) any damages, expenses or costs arising out of any such violations, breaches or non-performance and (ii) any other set-offs or credits including, but not limited to, the costs to the County of selecting and compensating another contractor to complete the work of the Agreement.

22. Notices. All notices and other communications shall be in writing and shall be sufficient if given, and shall be deemed given, on the date on which the same has been mailed by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the County:	Snohomish County Dept of Conservation & Natural Resources 3000 Rockefeller Ave M/S 303
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Everett, Washington 98201
Attention: Molly Beeman
Energy and Sustainability Manager

and to: Snohomish County Purchasing Division
3000 Rockefeller Avenue, M/S 507
Everett, Washington 98201
Attention: Bramby Tollen
Purchasing Manager

If to the Contractor: Forterra
5101 14th Ave NW
Suite 200, #307
Seattle, WA 98107
Attention: Nicholas Bratton
Sr. Director of Policy

The County or the Contractor may, by notice to the other given hereunder, designate any further or different addresses to which subsequent notices or other communications shall be sent.

23. Confidentiality. The Contractor shall not disclose, transfer, sell or otherwise release to any third party any confidential information gained by reason of or otherwise in connection with the Contractor's performance under this Agreement. The Contractor may use such information solely for the purposes necessary to perform its obligations under this Agreement. The Contractor shall promptly give written notice to the County of any judicial proceeding seeking disclosure of such information.

24. Public Records Act. This Agreement and all public records associated with this Agreement shall be available from the County 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. 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.

25. Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties. The language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings of this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

26. Complete Agreement. The Contractor was selected through the County's RFP or RFQ identified in Section 1. The RFP or RFQ and the Contractor's response are incorporated herein by this reference. To the extent of any inconsistency among this Agreement, the RFP or RFQ, and the Contractor's response, this Agreement shall govern. To the extent of any inconsistency between the RFP or RFQ and the Contractor's response, the RFP or RFQ shall govern.

27. Conflicts between Attachments and Text. Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

28. No Third Party Beneficiaries. The provisions of this Agreement are for the exclusive benefit of the County and the Contractor. This Agreement shall not be deemed to have conferred any rights, express or implied, upon any third parties.

29. Governing Law; Venue. This Agreement shall be governed by the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County.

30. Severability. Should any clause, phrase, sentence or paragraph of this agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

31. Authority. Each signatory to this Agreement represents that he or she has full and sufficient authority to execute this Agreement on behalf of the County or the Contractor, as the case may be, and that upon execution of this Agreement it shall constitute a binding obligation of the County or the Contractor, as the case may be.

32. Survival. Those provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive.

33. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement.

SNOHOMISH COUNTY:

Harper, Lacey Digitally signed by Harper, Lacey
Date: 2023.06.15 09:07:22 -07'00'

County Executive Director

Approved as to insurance
and indemnification provisions:

Barker, Sheila Digitally signed by Barker, Sheila
Date: 2023.05.02 18:36:33 -07'00'

Risk Management Date

Approved as to form only:

/s/ Sean Reay 2/17/23

Deputy Prosecuting Attorney Date

COUNCIL USE ONLY

Approved 6/14/2023

ECAF # 2023-0506

MOT/ORD Motion 23-193

Forterra NW:

DocuSigned by:
Michelle Connor
B63BE6C6071A4E7...

4/26/2023

Michelle Connor Date
President & CEO
Date

Approved as to form only:

DocuSigned by:
Suzanne Skinner
050E9E7E82B74A9...

4/13/2023

Suzanne Skinner Date
Legal Counsel to the Contractor

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DS
EL

Schedule A
Scope of Services

**SEE ATTACHED SCHEDULE A
FORTERRA 22-14SB SCOPE**

Schedule B
Compensation

**SEE ATTACHED SCHEDULE B
FORTERRA 22-14SB BUDGET**

Snohomish County Land Conservation Strategy Scope of Work – Schedule A to contract

Task 1. Background Documentation

Task description: The team will identify, gather, and synthesize the body of work already produced in the area of conservation planning and prioritization in Snohomish County. This information will be foundational to informing the design of this strategy. The team will bring together data, reports, stakeholder group recommendations, and other materials to develop a synthesis of existing knowledge as a basis for establishing goals and priorities for the Strategy.

Lead: Forterra

Support: Peak

- 1.1 – Identify list of plans and information to be used
 - Description: This activity will involve identification and compilation of relevant plans and resources to inform goal-setting. During this activity the team will create a list of and links to relevant files. Furthermore, to understand a baseline for the strategy, the team will assess what data are available that quantify existing land conserved. If such data are unavailable or incomplete, the team will identify tracking needs for the county to measure land conservation outcomes.
 - County needs: this list serves as the basis for engaging conservation-focused staff and partners across the county to weigh in and provide additional information and resources. County will share documentation and datasets (including geospatial data) with the team.
 - Timeline: Within one month of project start
 - Deliverable: Resource list to County PM
- 1.2 – Meta-analysis of relevant plans and information
 - Description: Meta-analysis will include review and synthesis of prior work, identifying recurring themes, findings, recommendations, and goals to inform LCS goal-setting process.
 - County needs: review of and feedback on findings, guidance on communication preferences.
 - Timeline: Within two months of project start
 - Deliverable: findings and synthesis to County PM
- 1.3 – Creation of web-based conservation planning central repository
 - Description: This activity creates the compendium and summary of prior work and publishes it in a central repository as part of the final web-based deliverable to serve as a resource for implementation and future conservation planning. Synthesis of findings and recommendations from prior work. Esri webpage with compiled regional, local and partner datasets.

- County needs: Repository for referencing conservation plans and datasets.
- Timeline: Within three months of project start
- Deliverables:
 - Draft compilation and synthesis of prior work shared with County PM
 - Web-based application with search functionality for County PM as part of Communications Materials (Task 3.10).

Task 2. Goals

Task description: Given the previous work in the County and region, the team's approach is to provide a starting point for draft goals to the county for initial feedback, then to stakeholders for input. The method is to customize goals to local context drawing on existing frameworks rather than develop a novel set of goals from scratch. This will support a more consistent and coordinated conservation effort on a regional scale. The initial goal framework will follow the open space types developed by PSRC (Regional Open Space Plan) and King County, which will be further refined and developed for goals to inform later tasks. Goal-setting discussions will begin around outcomes (i.e. what kind of future do stakeholders want to see for conservation in the County?) and principles (i.e. ensuring equity), to be followed by developing draft numbers that correspond to those outcomes and inform subsequent tasks (i.e. Priorities). The final numbers will evolve or be adaptively managed based on stakeholder engagement, lessons learned from King County, and priorities of the Executive, Council and staff at the county.

Lead: Forterra

Support: Peak

- 2.0 - Leadership committee – included here for reference (see Task 3.2 for further detail)
 - Description: The County will nominate and convene a small advisory group to give guidance and feedback on key decision points or design questions throughout the project – particularly around goal-setting – to ensure a range of experiences, perspectives, and representation is included in the development of recommendations.
 - County needs: Composition of the leadership committee is at the County's discretion and may include staff, department directors, and representation from the Executive's office and County Council.
 - Timeline: Identification of membership to be completed prior to the start of Task 2.1.
- 2.1 – Initial goals
 - Description: This activity will include documentation of the approach, justification, background documents used and draft goals for each open space type.
 - County needs: Leadership Committee feedback.
 - Timeline: Within two months of project start

- o Deliverable: Memo (note: this is informed by the GIS knowledge base created in Task 3h, Activity 1) containing draft initial goals to County PM and Leadership Committee for feedback.
- 2.2 – Working goals
 - o Description: This activity will include establishing principles on which to base design of goals, refinement of the goals based on feedback, revisions, additional information, and new source documents. Additional feedback from PSRC and King County will help to balance regional consistency and local interests. Invite tribes to define their own involvement and shape principles of goal-setting.
 - o County needs: County PM and staff to engage in stakeholder review and participatory editing with stakeholders and tribes to the extent they want to or are able to.
 - o Timeline: Within four months of initial goal submittal
 - o Deliverable: Revised memo to County PM documenting a summary of review and changes made, to be used as a starting point for goal discussion with stakeholder groups and tribes.
- 2.3 – Final goals
 - o Description: The goal framework (i.e. PSRC Regional Open Space Plan categories) should not change following 2.2 as these will form a basis for the menu of mechanisms and funding strategies, however quantifiable content (such as acreages or miles) may be refined during the project. If the working goals are adaptively managed and edited during development of the strategy and as future tasks are completed, these will be captured in the Final Report and deliverables of Task 9. If no additional changes are made, a summary of the final goals and process for developing them will be included in the final report based on the memos developed for this task.

Task 3. Community and Public Engagement

Task 3.1 Communications Plan

Task description: The Communications Plan will outline the key contacts, workgroups, activities, and deliverables for a successful level of engagement with the leadership, governments, and residents of Snohomish County. The consultant team seeks engagement with leadership and input from the public that leads to a land conservation strategy that constituents support and is set up for success. The Communications Plan will include the following specific tasks below but will also consider the needs for communications and decision-making associated with all tasks in this project.

Lead: Peak

Support: MFA and Forterra

- 3.1.a – Draft Communications Plan

- Description: The consultant team will meet with County staff to align on goals, outcomes, and tactics to be detailed in the communications plan. The consultant team will then draft a communications plan designed to reach a wide swath of interests and focused on engaging under-represented parts of the community. Once a draft is ready for review, the consultant team will submit the plan to the PM to review and provide comment back to the consultant team. Once comments are received, the consultant team will finalize the communications plan and share the final with the PM and County staff.
 - County needs: Draft Communications Plan to County PM to share with staff.
 - Timeline: Within 2 months of project start
 - Deliverable: Draft communications plan.
- 3.1.b – Final Communication Plan
 - Description: Provide a final version of the communications plan incorporating input from County staff.
 - County needs: County PM needs a final communications plan.
 - Timeline: Within 3 months of project start
 - Deliverable: Final communications plan to project team and County PM.

Task 3.2 County Meetings

Task description: The team will hold approximately 5 coordination meetings with County staff and, as appropriate, the Leadership Committee with the purpose of sharing progress and gathering input and direction. Track and convey all input to the County PM and consultant team.

Lead: Peak

Support: MFA, Forterra

- 3.2.a – Identify County LCS Leadership Committee
 - Description: Identify key County staff and their alternates to participate in the LCS coordination meetings.
 - County needs: PM needs to know who will be on the committee and who their alternates are.
 - Timeline: Within 2 months of project start
 - Deliverable: List of participants (primary and secondary) to County PM and project team.
- 3.2.b – Coordination meetings
 - Description: Hold approximately five meetings between consultant team and Leadership Committee to agree on project approach and give input on design questions, policy direction, and other decision points as needed. Coordinate meeting schedule and agenda with County PM.
 - County needs: Participation of Leadership Committee.

- Timeline: Beginning in month 3 of the project and coinciding with major project milestones or tasks.
- Deliverable: Up to five meetings. Notes shared with PM and Coordination Team.

Task 3.3 Form Stakeholder Group

Task description: Coordinate with County PM and other County Staff to identify organizations and individuals to comprise a stakeholder group. Determine with County staff if a multi-interest group or a series of interest focused groups is most desired. Make contact with potential representatives to inform them of the process and confirm participation. Establish a mailing list and a tentative meeting frequency and schedule. Track and convey all input to the County PM and consultant team.

Lead: Peak

- 3.3.a - Identify organizations and individuals
 - Description: Work with PM and County Coordinating Team to identify candidates for inclusion in the Stakeholder process.
 - County needs: County PM and Coordinating Team need to provide input on the list of potential participants.
 - Timeline: Within 3 months of project start
 - Deliverable: List of likely candidate organizations and individuals for the Stakeholder Group(s) for the project team and County PM.
- 3.3.b - Identify willing participants.
 - Description: Contact all candidate organizations and individuals identified by the PM and Coordinating Team to describe the planning process and identify willing participants.
 - County needs: County PM needs to know which organizations and individuals are participating and approve the final list.
 - Accept list of participants
 - Timeline: Within 4 months of project start
 - Deliverable: Verified list of organizations and participants for County PM and Coordinating Team.

Task 3.4 Elected Official Interviews

Task description: Meet with Snohomish County elected officials to understand their priorities for a conservation vision. Help elected officials understand how they will be involved throughout the process, and how their constituents will be able to engage and provide feedback. Track and convey all input to the County PM and consultant team.

Leads: Forterra and Peak

- 3.4.a – Meetings with County Council members and County Executive

- Description: In coordination with the County PM, Forterra and Peak will plan, coordinate and meet with each of the County Council members and the County Executive to gather their input and identify their priorities for a conservation vision. Also, information will be provided to these elected officials about the process, how they can be involved, and how their constituents can engage and provide feedback.
- County needs: PM needs to know schedule and may want to participate in the meetings
- Timeline: Within 6 months of project start
- Deliverable: Meetings held and notes from each meeting are prepared and provided to County PM.

Task 3.5 Tribal Meetings

Task description: Reach out to the local tribes in coordination with the County at the project outset to understand their goals, needs, and concerns they would like the strategy to address. Solicit additional resources such as plans tribes have developed. Inform each tribe of the process planned and invite their participation. Determine how each tribe would like to participate (jointly or individually) to provide input and guide help the County process. Establish a mailing list and a tentative meeting frequency and schedule. Track and convey all input to the County PM and consultant team.

Lead: Peak

- 3.5.a – Outreach
 - Description: Make contact with liaisons for each of the four tribes to inform them of the process planned and anticipated schedule, and to invite their participation. Identify participants from each tribe and the tribe's desired approach to meeting and providing input and review.
 - County needs: Support from Executive office or other upper-level official to provide a formal invitation to collaborate in the process.
 - Timeline: Within 3 months of project start
 - Deliverable: Report covering which tribes wish to collaborate, how they hope to engage, and who will be their representatives for project team and County PM
- 3.5.b – Meetings with tribal representatives for coordination and information sharing.
 - Description: Organize and facilitate three meetings with each participating tribe to inform goal design, priorities, tools, and other components of the strategy.
 - County needs: None
 - Timeline: Meetings will be held in months 4, 7 and 10.
 - Deliverable: Meeting notes and shared resources gathered at each meeting for project team and County PM.
- 3.5.c – Meetings with tribal representatives for feedback on recommendations

- Description: Near the completion of the project, plan and facilitate one meeting with each participating tribe to review the output and recommendations from the LCS and to gather formal input from tribal representatives. Make sure product is sent out ahead of the meeting leaving time for review before the meeting.
- County needs: None
- Timeline: Approximately month 15
- Deliverable: A report summarizing input from tribes on the draft LCS to guide final LCS development to project team and County PM.

Task 3.6 Stakeholder meetings

Task description: Convene stakeholder groups organized around specific interests (i.e. farm, forest, recreation, etc.) to gather input on design of specific strategy elements.

Lead: Peak

Support: MFA, Forterra

- 3.6 - Stakeholder meetings
 - Description: Plan, coordinate, facilitate up to 18 stakeholder meetings – for example six groups convening three times each. The meetings will be organized around the following topic areas or others as they align with Land Conservation Strategy goals:
 - Urban Green Space (Neighborhood green and open space to create more livable neighborhoods.)
 - Trails (Land to connect trails and communities to increase livability & inspire healthy living.)
 - Natural Lands (Natural lands for wildlife, recreation, & resilience in an uncertain future.)
 - Rivers (River corridors to sustain salmon and reduce flooding.)
 - Farmlands (Farmlands and community gardens for healthy local food.)
 - Forests (Forestlands to support clean air, clean water, cooler summers, and recreation.)
 - County needs: Receive notes and have any issues identified
 - Timeline: Months 4 to 15
 - Deliverable: up to 18 meetings and associated notes. Provide notes to County PM and leadership committee.

Task 3.7 Outreach Summary

Task description: The team will develop an organized record of all the input received from elected officials, tribes, stakeholders and the general public.

Lead: MFA

Support: Peak

- 3.7 - Outreach Summary

- Description: The team will provide a summary of the outreach conducted, input received along with how it resulted in recommendations in the final report.
- County needs: The summary will support the County PM in their efforts to move the project recommendations forward and will provide support for communicating with the public.
- Timeline: The outreach summary will be developed in the final months of the project once stakeholder and public engagement has largely been complete. This document will require at least one round of review by the consultant team and County PM.
- Deliverable: Outline, draft and final summary document to County PM and available for upload to the County website.

Task 3.8 Mapping

Task description: GIS and mapping support, including spatial data compilation, web map configuration, mapping survey form set-up, spatial analysis, and visualization in the form of static map figures and a story map.

Lead: MFA

- 3.8.a – Web Map Knowledge Base
 - Description: Many geospatial products measuring and assessing Snohomish County's natural resources have been created over the past several years. An important element to reviewing and organizing the background information is developing a GIS knowledge base where these data can be centralized and coupled with land use, development trends, and demographic data. The information contained in the knowledge base will be used for three purposes: provide the source data for base maps that will help guide the facilitated stakeholder meetings, populate communications materials such as the project webpage and story map, and analyze the data to help prioritize conservation efforts.
 - County needs: Confirm which datasets (including regional, local and partner data) should be included in the knowledge base. Provide access to datasets where necessary.
 - Timeline: Within 1 month of Task 2 completion.
 - Deliverable: Central repository of existing geospatial data relevant to conservation planning, in the form of a Knowledge Base web map. Web map URL and credentials to County PM and other stakeholders identified.
- 3.8.b – Survey123
 - Description: Collect feedback using an ArcGIS virtual mapping tool (Survey123) for advisory group members to provide place-based feedback to be used in subsequent tasks. This tool can also be combined with a public survey to capture public feedback.

- County needs: Provide input and recommendations on questions to include in the survey and target audiences.
- Timeline: Within one month of task 2 completion.
- Deliverable: Form set up and launch; formatted survey results. Survey123 URL to Stakeholder group members.
- 3.8.c – Outreach Results Summary Maps
 - Description: At the conclusion of the outreach process, the team will publish a summary of public input (Task 3g) for all stakeholders to view, which will be supported by map figures.
 - County needs: Summary maps to show results from Survey123 findings.
 - Timeline: Within 1 month of task 3.8.b completion.
 - Deliverable: Summary maps (to be contained in public outreach summary document). Map figure PDFs to compilers of the summary document (Peak).
- 3.8.d – Story Map
 - Description: The team will produce a story map that helps the public understand the approach of the project and the recommendations coming out of the process. The story map will evolve as the project progresses. It will be a primary communications vehicle that illustrates an accessible and informative representation of the existing conditions, process and stakeholder engagement, strategy development, findings and recommendations, and potential impacts and benefits to the natural environment and public. The compilation of resources will include geospatial data, descriptions of methods, records of stakeholder engagement, and source data used.
 - County needs: Story map to use in public and stakeholder engagement activities to share findings and information.
 - Timeline: Between task 2 completion and task 9 completion.
 - Deliverable: Story Map. URL to County PM and other identified stakeholders, or provide for input to project webpage (Task 3.9).

Task 3.9 Project webpage

Task description: Project webpages serve as a destination to communicate project information, share resources, and provide updates around key milestones. Webpages are also an effective way to provide accessible information in multiple languages. The team will develop a website plan and design in coordination with the County, as well as develop a management plan for the website during and after the project.

Lead: MFA

Support: Forterra

- 3.9.a – Draft webpage content
 - Description: Drawing from the Communications Plan (Task 3.1), MFA will develop content and a rough layout for a webpage providing key project information

including a project overview with key milestones, an area for project updates, ways for the public to get engaged, and resources and links for more information. MFA will also outline all accessibility features available including translation, screen-reader adaptability, etc.

- County needs: County PM needs a project webpage to host project-related information as a part of widespread public engagement and to reach accessibility and equity goals.
 - Timeline: Within 1 month of task 3.1 completion.
 - Deliverable: Word document with webpage content in a rough layout with images (if available)
- 3.9.b – Draft webpage mockup
 - Description: MFA will either design a new webpage or use an existing County webpage to build out the webpage. This will allow the County PM to visit and interact with the project webpage and provide comment prior to the public launch of the webpage.
 - County needs: County PM will review and provide comments and provide MFA the go-ahead to continue with webpage launch.
 - Timeline: Within 2 weeks of county approval of content
 - Deliverable: Draft webpage to project team and County PM.
 - 3.9.c – Final webpage launch
 - Description: Following final review and approval, MFA will launch the project webpage so it is accessible to all.
 - County needs: See 3.9.a. County PM will review and provide comments and provide MFA the go-ahead to launch the webpage.
 - Timeline: Within 10 business days of county approval of website mockup.
 - Deliverable: Final webpage URL to project team and County PM.
 - 3.9.d – Webpage updates
 - Description: MFA will draft, coordinate review, and update the project webpage periodically throughout the project duration. The team anticipates up to four updates to the webpage.
 - County needs: See 3.9.a
 - Timeline: Within 1 week of completion of major project milestones as mutually agreed by consultant team and County PM.
 - Deliverable: Webpage updates for County PM.

Task 3.10 Communication materials

Task description: The Communications Plan (Task 3.1) will identify project materials to be developed in support of overall project communication for all project elements. Materials will include a project factsheet (8.5x11, double-sided), postcard, email listserv, briefing packet and presentation, and open house materials. Depending on County priorities and task budget, this may also include a video to accompany the virtual open house.

Lead: Peak and MFA

- 3.10.a – Draft communication materials
 - Description: MFA will develop content and a rough layout for all communication materials determined in the Communications Plan.
 - County needs: review and approval from County PM.
 - Timeline: Within 3 weeks of Task 3.1 completion.
 - Deliverable: Word document(s) with content in a rough layout with images (if available) for project team and County PM.
- 3.10.b – Final communication materials
 - Description: Once review is complete, MFA will finalize communications materials for printing and posting to the project webpage.
 - County needs: review and approval from County PM.
 - Timeline: Within 3 weeks of County PM approval of task 3.10.a materials.
 - Deliverable: Word and PDF document(s) for each communication material for project team and County PM.
- 3.10.c – Revise materials
 - Description: The first two activities will ensure that the team has quality materials to work from but cannot anticipate all of the needs that will arise. This third activity allows MFA the space to identify further edits to project materials and update the materials throughout the duration of the project.
 - County needs: review and approval from County PM .
 - Timeline: Between completion of task 3.10.b and completion of task 9.
 - Deliverable: Word and PDF document(s) for each communication product.

Task 3.11 Virtual open house

Task description: Virtual open houses are a valuable tool for community engagement. These events can also provide better accommodation for ASL and language translation and interpretation, ensuring that information is accessible to all participants.

To ensure that the general public has the opportunity to provide input on the draft plan, the team proposes a virtual open house to review the draft plan so that the public has the background information they need to provide public comment. This will be in the format of a passive open house in which the public can participate at their convenience. As a supplemental option, the team may host a live virtual open house on Zoom or similar platform with a

presentation and utilizing a webpage to walk through project information, materials, and comment function.

Lead: Peak (planning and facilitating), MFA (build virtual platform, digital advertising – see Task 3.1d)

- 3.11.a – Open house plan
 - Description: Peak with support from MFA will develop a virtual open house plan that will include goals, outcomes, metrics, public notification of open house including digital engagement, meeting agenda, topics for public comment, work-back plan and other key details regarding facilitation and presentation organization.
 - County needs: review and approval from County PM.
 - Timeline: Approximately month 10.
 - Deliverable: Draft and final virtual open house plan for project team and County PM.
- 3.11.b – Virtual open house build-out
 - Description: MFA will use the virtual open house plan to develop an online webpage to host open house materials, collect comments, and host materials and the virtual open house recording after the open house is complete.
 - County needs: review and approval from County PM.
 - Timeline: Approximately month 11.
 - Deliverable: Virtual open house webpage for County PM.
- 3.11.c – Host virtual open house and brief summary
 - Description: Once the plan is ready and the project team has their virtual open house webpage live and ready, the consultant team will host the virtual open house and collect public input. The consultant team recommends leaving the open house webpage and comment tool open for at least one week following the open house to allow the community to review the recording and provide comment. Following the conclusion of the virtual open house, Peak and MFA will provide a brief summary of key outcomes of the event including number of participants, key questions and comments, and digital engagement metrics.
 - County needs: review and approval from County PM.
 - Timeline: The County PM will determine the virtual open house date and the consultant team will coordinate planning and preparations working toward that date. Following the open house, the team will provide a brief email summary of highlights from the open house. Full public input and feedback will be incorporated into the final plan as outlined in separate tasks in this scope document. (Approximately month 12)
 - Deliverable: Virtual open house summary will be included as part of Task 3.7.

Task 3.12 Digital engagement

Task description: Digital engagement reaches communities where they are—on their phones. Social media ads and boosted social media posts ensure that specific demographics are aware of the project and know how to stay engaged and informed as the project moves forward. MFA will use digital engagement tactics around key public engagement milestones including the virtual open house and public survey.

Lead: MFA

- 3.12 – Digital engagement for virtual open house and community survey
 - Description: As part of the open house plan and survey plan, MFA will recommend boosted social media posts and ads to encourage the desired audiences to participate.
 - County needs: review and approval from County PM.
 - Timeline: MFA will include digital engagement as part of the virtual open house planning process (Task 3.11) and the community survey (Task 3.13).
 - Deliverable: Digital engagement implementation for virtual open house, metrics to be included in virtual open house summary captured in Task 3.7.

Task 3.13 Community survey

Task description: Survey design, implementation and data analysis

Lead: Peak

Support: MFA

- 3.13.a – Survey design
 - Description: Peak will design a statistically valid community survey to solicit community input to incorporate into the plan and recommendations. Peak's survey specialist will advise on design to solicit the most useful and representative information for consideration by the community.
 - County needs: review and approval from County PM.
 - Timeline: Month 7
 - Deliverable: Survey design to project team, stakeholders, and County PM.
- 3.13.b – Data collection
 - Description: Peak will distribute the survey online and through the County's newsletter using a QR code or simple web address. Peak can also make paper copies available at key community locations such as libraries and city halls. The survey will be written in English, and Peak will work with the County to determine whether to translate the survey into any other languages.
 - County needs: County staff assist with posting of the survey on the project website.
 - Timeline: Month 8
 - Deliverable: Survey made available to stakeholders and general public through a variety of approaches. URL available to project team and County PM for distribution.

- 3.13.c – Data analysis and report
 - Description: At the conclusion of the survey period, Peak will analyze the responses and create a summary of input to incorporate into the LCS.
 - County needs: County staff review the summary report from the survey.
 - Timeline: Month 9
 - Deliverable: Interim report to County PM with analysis of input from the survey with summary of high points to consider in the LCS.

Task 4. Priorities

Task description: The team will design criteria and a framework for Snohomish County to prioritize lands for conservation. This work will combine the synthesis of findings from prior work (Task 1), support the goals of the Land Conservation Strategy (Task 2), and incorporate input from stakeholder groups (Task 3) to integrate scientific expertise and community grounding to recommend conservation priorities for the Strategy.

Lead: Forterra

Support: MFA

- 4.1 – criteria development
 - Description: The team will design a set of criteria to evaluate privately owned lands in the county, including factors relating to conservation value and conversion risk. The criteria will combine findings of Task 1, will align with the Strategy goals as developed in Task 2, and will be shaped by stakeholder groups.
 - County needs: staff input
 - Timeline: Within 7 months after project start
 - Deliverables:
 - Preliminary criteria to county and stakeholder groups,
 - Draft criteria to stakeholder groups, County staff, and leadership committee
 - Final criteria to County project manager
- 4.2 – framework development
 - Description: The team will create a prioritization framework to guide conservation efforts by the county and partners derived from the criteria developed in Activity 1.
 - County needs: staff input
 - Timeline: Within 8 months after project start
 - Deliverables:
 - Draft framework document and spreadsheet to stakeholder groups and county staff
 - Final framework document and spreadsheet to county project manager
- 4.3 – Spatial Analysis for Conservation Priorities
 - Description: Spatial analysis will support the creation and communication of priorities as well as visually represent goals. The team will produce draft and

final maps corresponding to the priorities developed in partnership with Snohomish County and the input of tribes, stakeholder groups, and the wider public. The team will document the process to inform adaptive management of priorities as criteria or considerations evolve.

- County needs: Input on criteria for prioritization.
- Timeline: Within 10 months after project start
- Deliverable: Maps to be included in an evaluation framework, priorities dataset added to the knowledge base web map, and a list of the highest priority properties for conservation. Documentation of the process. Maps appropriate for decision-making, internal to the County and for public distribution.
 - Draft map to county staff for feedback
 - Final version of map published on Strategy webpage

Task 5. High priority properties

Task description: Applying the criteria established in Task 4 and additional guidance from the county and stakeholder groups, the team will develop draft maps and lists of the highest priority properties (as a subset of those identified in Task 4) for the county and partners to inform near-term conservation efforts.

Lead: Forterra

Support: MFA

- 5.1 – analysis of properties.
 - Description: Develop a methodology for identifying a subset of properties from Task 4 as highest priority for conservation, with input from the county and stakeholder groups.
 - County needs: agency review of draft analysis and recommendations
 - Timeline: Within 9 months from project start
 - Deliverables:
 - Draft analysis design to stakeholder groups and county
 - Final analysis design to county
- 5.2 – create list and maps of priority areas and guidance using methodology refined in 5.1.
 - Description: Create two versions of a list identifying properties as the highest priority for conservation – one for internal county use with specific property identifiers, the other for public use that retains ownership confidentiality. Recommend objectives for timing and scope (i.e. seek conservation of X% of these lands within Y years).
 - County needs: review and approval from County PM.
 - Timeline: Within 10 months from project start
 - Deliverables to county:
 - County (internal) list, descriptions, and map of highest priority properties, including specific identifying attributes

- Public facing priority descriptions and corresponding map without parcel-level identifying attributes
- Recommendations for timing and scope for pursuing conservation of these properties

Task 6. Menu of conservation mechanisms

Task description: The team will draw from prior work (findings of Task 1) and stakeholder input to inform a menu of mechanisms for the County to consider for achieving the goals of the strategy. The menu will include a comprehensive accounting of existing conservation tools and will evaluate additional options.

Lead: Forterra

Support: Peak

Task description: The team will compile a suite of conservation tools and programs that

- Are already in use,
- Exist but are not fully implemented, and
- Are new and can expand conservation and stewardship capacity.

The menu will include an assessment of each tool or program, what kind of land it best applies to (i.e. forest, farm, rural, etc.), who can use it (county, tribes, NGOs, etc.), and recommendations for how to efficiently implement and expand the range of tools to align them with the Strategy priorities (Tasks 4 and 5) and overall goals (Task 2).

- 6.1 – Menu of mechanisms
 - Description: Draft a menu of mechanisms for County.
 - County needs: review and approval from County PM.
 - Timeline: Within 10 months from project start
 - Deliverable: summary memorandum to county PM
- 6.2– Revised menu of mechanisms
 - Description: Revised menu of mechanisms for subset of stakeholders (tribes, land trusts, King County, DNR) to review and provide comment, identify gaps and opportunities
 - County needs: review and approval from County PM.
 - Timeline: Within 11 months from project start
 - Deliverables: summary memorandum posted emailed or posted to shared document site for review and comment by subset of relevant stakeholders
- 6.3– Final menu of mechanisms
 - Description: Complete a final menu of mechanisms for LCS
 - County needs: review and approval from County PM.
 - Timeline: Within 12 months from project start
 - Deliverables: summary memorandum

Task 7. Operations and maintenance strategies

Task description: The team will address the question of how the County and partners can sustainably own, steward, and monitor conserved lands, both in the public and private domains. This will include an assessment of stewardship and ownership strategies that apply across different ownership types and different conservation vehicles (i.e. easements, acquisitions, term-limited programs), including what strategies are appropriate to which land types and an evaluation of staff resources needed for stewardship. This analysis will examine innovative approaches to land stewardship and operations that reduce the administrative burden on the County.

Lead: Forterra

- 7.1 – Needs assessment.
 - Description: Meet with county staff in DCNR to identify land types, desired uses, and existing approaches to stewardship and monitoring of conserved lands. Assess agency capacity for existing and expanded stewardship roles. Document current strategies; evaluate scope, benefits, and limitations of each.
 - County needs: information on existing stewardship and monitoring systems, geospatial data where applicable and available.
 - Timeline: Within 11 months from project start
 - Deliverable: summary memorandum to county PM describing current stewardship strategies, assessment of each, and assessment of agency capacity to steward and monitor conserved lands.
- 7.2 – New approaches
 - Description: Examine innovative approaches to stewardship that are cost effective or streamline administrative role for the county. Examples include rapid assessments and utilization of technology to monitor easements, developing and expanding volunteer-based programs, holding of easements by private and quasi-governmental partners, and developing partnerships with private organizations to share responsibilities.
 - County needs: feedback on implementation steps needed to pursue new stewardship approaches.
 - Timeline: Within 13 months from project start
 - Deliverables:
 - Draft memorandum to county PM and stakeholder groups describing current stewardship strategies, assessment of each, and assessment of agency capacity to steward and monitor conserved lands.
 - Final memorandum to county PM recommending refinements to existing stewardship approaches and implementation of new stewardship and monitoring strategies as they relate to different land types and needs.

Task 8. Funding

Task description: Building on Tasks 6 and 7, the team will assess a comprehensive array of funding sources that will support the menu of operational approaches and strategy goals. The task will provide a comprehensive examination of the funding landscape and support the preparation of funding scenarios and the selection of a preferred funding strategy.

Lead: ECONorthwest

Support: Forterra

- 8.1 - Existing Conditions Analysis
 - Description: The analysis will describe current conditions and past trends regarding how the county has funded its conservation efforts. This task will also catalog existing state-level funding sources (and federal pass-through to the extent they are applicable) and assess any eligibility criteria as they relate to the county's efforts. These findings will provide an overview of the funding landscape that consists of internal county taxes (or fund allocations) and external funding sources, including any novel arrangements that have not been used in the past.
 - County needs: Access to detailed funding and/or budget information
 - Timeline: Within 2 months from start
 - Deliverable: Technical memorandum submitted to county project manager
- 8.2 - Future Funding Scan and Assessment
 - Description: This analysis will present estimates of funding for each potential funding source that this county may want to consider. This analysis serves to understand the key issue of funding adequacy as it relates to the relative need for conservation and operations. Depending on the source (taxes or grants) the county may also consider:
 - Stability: The degree of fluctuations the source may experience relative to changes in the economy (both positive and negative economic swings).
 - Fairness: How the sources affect vertical equity (i.e., the capacity to pay a tax) and horizontal equity (i.e., the degree to which payers are treated consistently).
 - Administrative, competitive, and political feasibility: The degree to which funding can be obtained or implemented given administrative, competition, or political constraints.
 - Competitiveness: The degree that a project may score favorably in grant competitions.
 - County needs: Engagement with project steering committee and county project manager
 - Timeline: Within 2 months of task 2 completion
 - Deliverable: Technical memorandum submitted to county project manager
- 8.3 - Alternative and Preferred Funding Strategy
 - Description: This task will marry operational and capital expenditures to scenarios for funding. This includes the preparation for funding scenarios reflecting a range of

policy guidance, operational needs, and capital expenses. The team will workshop these scenarios with the county's leadership team to select a preferred strategy that connects project funding to conservation priorities and impact of the efforts.

- County needs: Engagement with project steering committee and county project manager
- Timeline: Within 3 months from task 2 completion
- Deliverable: The final element of this task will be the packaging of the technical work in a presentation deck with summary findings and annotated technical memorandum.

Task 9. Final products

Task description: The consultant team will prepare a collection of the final products for the County. These will include a Land Conservation Strategy summary plan (a public-facing document articulating the main points in a visually engaging way), a technical report (a public, but internally-oriented resource for the county documenting the methodology, engagement summaries, research findings, and work done to inform the plan), a story map, and a compilation of resources.

Lead: MFA

Support: Forterra, Peak, ECONorthwest

- 9.1 – Technical report outline
 - Description: Outline for the final report.
 - County needs: The outline will provide the County PM information to approve the development of the final report.
 - Timeline: The final report elements will be compiled and submitted within 15 months of project start.
 - Deliverable: Outline of the final report to County PM.
- 9.2 – Draft technical report
 - Description: Draft final report for review and approval by the consultant team and County PM.
 - County needs: The draft report will provide the County PM information to approve the completion of the final report.
 - Timeline: The final report elements will be compiled and submitted within 15 months of project start.
 - Deliverable: Draft final report to County PM.
- 9.3 – Final technical report
 - Description: Final report detailing methods, sources, recommendations, and scenarios, intended to serve as an implementation resource for County staff and partners.

- County needs: The final report will provide the County PM record of project elements.
 - Timeline: The final report elements will be compiled and submitted within 15 months of project start.
 - Deliverable: Final report to County PM and available for upload to the County website.
- 9.4 – Land Conservation Summary Plan
 - Description: The consultant team will provide a Land Conservation Summary plan, brief and visually oriented, as the public-facing product articulating the goals, timing, resources, and high-level overview of the strategy. This will be analogous to the King County Land Conservation Initiative summary document.
 - Deliverables:
 - Draft summary plan to county PM
 - Final summary plan to county PM
- 9.5 – Resource Compilation
 - Description: The team will provide a detailed compendium of all informational resources used to develop the Land Conservation Strategy. This may include names of advisory group members, raw survey data, geospatial data sets, financial modeling methodology, or other technical information used in the project.
 - Deliverable: Resource compendium document organizing all informational resources and electronic versions of all source information and data.
- 9.6 – Story Map
 - Description: The story map will be developed and updated on the county website over the course of the project. The complete version will be one of the final products of the project.
 - Deliverable: Completed story map on county webpage spanning the entirety of the Land Conservation Strategy development process.

Deliverable	Option: Hours x Rate	Not to Exceed
Task 1: Background Documentation		
Compendium and summary of prior work	56 hrs x \$157/hr blended rate	\$8,780
Task 2: Goals		
Draft guiding principles and project goals	44.5 hrs x \$179/hr blended rate	\$7,963
Task 3: Stakeholder Group		
Stakeholder Engagement	665 hrs x \$176/hr blended rate	\$117,355
Public Outreach	360 hrs x \$158/hr blended rate	\$56,790
Task 4: Priorities		
Priority list, decision framework, map	138 hrs x \$173/hr blended rate	\$23,920
Task 5: High Priorities Properties		
List and map	94 hrs x \$180/hr blended rate	\$16,900
Task 6: Menu		
Framework and tools memorandum	77 hrs x \$166/hr blended rate	\$12,745
Task 7: Operation and Maintenance Strategies		
Best practices and implementation recommendations memorandum	79 hrs x \$180/hr blended rate	\$14,195
Task 8: Funding Strategies		
Best practices and implementation recommendations memorandum	212 hrs x \$208/hr blended rate	\$44,160
Task 9: Final materials		
Report Production	165 hrs x \$172/hr blended rate	\$28,360
Other Expenses		
Project Coordination	252 hrs x \$190/hr blended rate	\$47,910
Expenses		\$17,350
Total		\$396,435

Est. Time to Complete
56 hrs
45 hrs
665 hrs
360 hrs
138 hrs
94 hrs
77 hrs
79 hrs
212 hrs
165 hrs
252 hrs
2,143 hrs