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TELEPHONE: (510) 838-7032
COUNTY DEPT: Conservation & Natural Resources
DEPT. CONTACT PERSON: Peggy Campbell
TELEPHONE: (425) 388-6497
PROJECT: RainScaping Campaign & Program Evaluation
AMOUNT: \$245,052.24
FUND SOURCE: WO 563-10
CONTRACT DURATION: Execution through February 29, 2024

AGREEMENT CC07-21 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 CASCADIA CONSULTING GROUP, INC., a Washington Corporation (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 for the Contractor to provide a RainScaping Social Marketing Campaign and Program Evaluation. 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. 013-21SB.

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 Execution (the “Effective Date”) and shall terminate on February 29, 2024. The Contractor shall commence work upon the Effective Date and shall complete the work required by this Agreement no later than February 29, 2024, PROVIDED, HOWEVER, that the County’s obligations after December 31, 2021 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 includes overhead but does not include specific reimbursable expenses, which will be allowed only as and to the extent set forth in Schedule C attached hereto and by this reference made a part of 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. Each invoice shall also include an itemization of any reimbursable expenses incurred by the Contractor during the time period covered by the invoice, together with reasonable documentation substantiating such expenses, all in accordance with this Section 3 and Schedule C. Subject to Section 8 of this Agreement, the County will pay such invoices within thirty (30) calendar days of receipt.

All Invoices must be sent for Contract Compliance review to:

PWInvoices@snoco.org (preferred)

Or

**Snohomish County Public Works
Attn: Gidget Ames
3000 Rockefeller, M/S 607
Everett, WA 98201**

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 SnocoEpaybles@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

f. Contract Maximum. Total charges under this Agreement, all fees and expenses included, shall not exceed **\$245,052.24** for the initial term of this Agreement (excluding extensions or renewals, if any).

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: Peggy Campbell
Title: Senior Planner
Department: Conservation and Natural Resources
Telephone: (425) 388-6497
Email: peggy.campbell@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.

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 when applicable.

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 thirty (30) 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 five (5) 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 Public Works
3000 Rockefeller Ave, M/S 607
Everett, Washington 98201
Attention: Peggy Campbell
Senior Planner

If to the Contractor: Cascadia Consulting Group, Inc.
1109 First Ave., Suite 400
Seattle, WA 98101
Attention: Jessica Branom-Zwick

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 and the Contractor’s response, the RFP 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.

Schedule A Scope of Services

Project Background

The County seeks to develop a stormwater reduction campaign focused on residential properties. Stormwater runoff is an existing problem to be addressed in Snohomish County. Runoff comes from rain flowing off impermeable surfaces, such as roofs, sidewalks, streets, parking lots and compacted soil, and does not soak into the ground. Runoff picks up pollutants like fertilizer, garden chemicals, pet waste, oils, dirt, and sediments that harm our rivers, streams, lakes, and Puget Sound.

The Contractor will assist the County by informing a pilot campaign through audience research to understand better the barriers and motivators of the target audience. Once the Contractor better understands the various barriers and motivators for the target audience to participate in a RainScaping program, the Contractor will conduct message testing. As part of this effort, the Contractor will also plan and support implementation of an evaluation process that results in a final report to support the County's NPDES reporting requirements. The County has determined that the project will focus on do-it-yourself residents who live in unincorporated areas of Snohomish County.

Project Tasks

The following scope of work includes proposed activities under six tasks.

- Task 1. Project Management
- Task 2. Audience Research
- Task 3. Marketing Strategy and Message Testing
- Task 4. Evaluation Planning and Implementation
- Task 5. Evaluation Analysis and Interim Reporting
- Task 6. Final Reporting

More detail around strategy and deliverables for each of these scope of work tasks is provided below.

Task 1. Project Management

Kickoff Meeting/Strategy Session and Review of Background Documents

The Contractor will hold a virtual kickoff meeting with the County team to develop a shared understanding of project goals and desired outcomes, research and evaluation priorities, target behaviors, potential target audiences and segments, and project management structure. Given that the audience research component of the overall project has important implications for the outreach pilot campaign, developing a clear, comprehensive, and shared understanding of our goals and approach will pay dividends throughout the project. The kickoff meeting will include the following elements:

- **Understand County’s goals and program background.** Contractor will start this project by listening to the County team to gain a clear understanding of their goals, existing strategies, and other considerations for the RainScaping program overall and specifically for this audience research, message development, and evaluation project. The Contractor will also review lessons learned from County’s residential stormwater runoff reduction public education and outreach campaign and identify additional background documents to review.
- **Introduce and discuss the proposed research methodology.** The Contractor will set the stage for the project by walking the team through high-level ideas for the research methodology. The Contractor will discuss recommended strategies and use the client team’s input to revise the methodology as needed.
- **Review County’s existing data.** The Contractor will work with the County to apply available demographic data, including key metrics related to geography, race, income, etc. The Contractor will determine together with the County the audiences or areas of the county that are most impacted and consider strategies, benefits, and constraints related to prioritizing the work in communities where it is most needed.
- **Confirm project management protocols.** The Contractor will work with the County to establish clear communications and other project management protocols or preferences to ensure smooth coordination throughout the project.

After contract execution and before the kick-off meeting, the Contractor will briefly review any background documents the County can provide, including the RainScaping Campaign Plan that the team already provided, to speed up the Contractor’s understanding of the program goals, history, and research or strategy development conducted to date. The County team will also provide additional documents through the lifetime of the project like the report from the STORM working group on existing jurisdictional campaigns within the Puget Sound region that should be completed in December 2021. The Contractor will share their insights on these documents with the County team through bi-weekly check-ins and potentially through comments in shared documents.

Project Management

This task also includes ongoing project management for this scope including:

- Bi-weekly check-in meetings, which can be adjusted to meet project needs through written notification between the Contractor and County project managers
- Timely updates around project timelines and budget, monthly progress reports and invoicing
- Collaboration between the Contractor’s team, County team, and any other project partners

Deliverables

- Plan and implement kickoff meeting
- Conduct check-in meetings
- Provide bulleted list of key takeaways from document review during check-in meetings
- Monthly progress reports and invoicing

Assumptions

- For all tasks, County staff will provide timely review and approval of all materials and deliverables in one to three rounds of review. Materials and deliverables include work and evaluation plans and surveys, data collection instruments, interview or focus group guides, and other audience research and message testing collateral.
- For all tasks, the County team will consolidate and reconcile all County feedback on materials and draft deliverables before sharing with the Contractor.
- County staff will provide all existing program collateral, past research, past and existing program efforts, relevant program documents, and information about relationships and partnerships with relevant local organizations.
- The project will start at the beginning of August.

Task 2. Audience Research

Based on the results of the strategy discussion and kickoff meeting, the Contractor will conduct audience research to understand the behavior, barriers, motivators, communication channels, and other relevant information about the target audience.

Research Methodology and Work Plan

To begin the audience research task, the Contractor will develop a detailed research methodology and work plan that will guide this process. The plan will include definitive roles and responsibilities for the Contractor and the County team, a timeline for all audience research tactics, and additional details for each recommended tactic. The desired behaviors and practices around diverting driveway and roof runoff will be viewed as a behavior chain because there is no one size fits all for each potential resident.

Audience Segmentation

The Contractor will develop an audience segmentation that will help us understand, prioritize, and reach the various audience segments. To segment the audience, the Contractor will do an audience segmentation exercise by first reviewing and analyzing data provided by Snohomish County GIS such as parcel data analysis findings, geodemographic data, and analysis through ESRI Tapestry. The Contractor will provide guidance on to Snohomish County GIS as needed. Then the Contractor will present and develop 2 to 3 profiles of sub-audiences that will guide all of the project tactics.

Audience Research Tactics and Implementation

The Contractor will conduct audience research as agreed on with the County in the research methodology and work plan. Research is anticipated to include a literature review, insight interviews, and a broader online survey. Audience research tactics and roles and responsibilities for implementation will be refined in the research work plan.

Literature review regarding audience, behavior change, barriers, and other topics identified in the work plan. To understand available research about the target audiences and desired or analogous behaviors, the Contractor will review past stormwater program evaluations,

results of audience research conducted in and around Snohomish County, past work by the County team, and other potentially relevant documents regarding other do-it-yourself behaviors.

Insight interviews with relevant community leaders, residents, and organizations. The goal of these interviews will be to discover insights related to the current knowledge, sentiments, barriers, motivators, and potential behaviors to focus within the target audience and related to RainScaping. The Contractor anticipates the interviews to last approximately 30 to 45 minutes and to compensate participants for their time with a \$100 gift card or other compensation approved by the County.

Online survey with a broader audience. The Contractor will develop an online survey with invitations sent using postcards with QR codes or weblinks. The Contractor will also explore options for delivering online surveys through NextDoor or paid advertising if it can target the selected group.

Summary Memo

After completing research, The Contractor will analyze and tabulate all the data and develop a summary memo for this task. This strategic summary memo will help the next phase of the project which goes into message testing.

Deliverables

- Draft and final research methodology and workplan
- Draft and final discussion guide for interviews
- Draft and final survey
- Plan, coordinate, recruit, and schedule interviews
- Conduct and complete 8 – 10 potential interviews
- Deploy and implement survey through various channels, include data entry for paper-based surveys
- Compile initial findings in a summary memo

Assumptions

- The priority audience will be do-it-yourself residents in unincorporated areas of the county living within plats and independently outside plats which were developed without stormwater management systems to control flow or ensure water quality.
- Project team will agree on one high level audience that through an audience segmentation exercise can be split into 2 to 3 sub-audiences.
- The County to provide GIS findings from parcel analysis in August 2021.
- Snohomish County GIS will use ESRI Tapestry, if the audience research workplan determines this type of segmentation tool is necessary.
- County's team to map out the behavior chain for the project that will serve as a guide for the audience research.
- The Contractor will provide incentive to interviewees via mail or electronically.

- The County will make available and facilitate communications with all possible partners or leads that could serve as avenue to recruit participants for audience research opportunities (such as Washington State University Master Gardeners, participants in past Surface Water Management programs, partnerships with topic-related businesses, etc.).
- The County will be responsible for any mailing and printing, such as for survey postcards.
- The County will conduct activities agreed on in the audience research and work plan.

Task 3. Marketing Strategy and Message Testing

After completing audience research, the Contractor will conduct message testing. This step will test new versions of messaging and marketing pieces as well as existing messaging and marketing pieces such as the existing program website, logo, RainScaping runoff guide, and collateral. The Contractor's in-house graphic design team will develop up to three versions of simple, visually appealing designs for marketing pieces that clearly highlight the call to action using text anticipated to motivate audience members based on audience research.

Message Testing Tactics

The Contractor will test messages and designs using a virtual focus group and online polling. During both of these research opportunities, the Contractor can also obtain feedback on potential engagement tactics.

Virtual focus group. First, the Contractor will host up to 3 virtual focus groups with individuals who indicated in the surveys and interviews they were receptive to additional engagement. One of the focus groups will be reserved for a historically underrepresented or marginalized community which could be low income, limited physical ability, language dependent, or other communities. To further narrow the participant lists to 10 members who best represent the target audiences, the Contractor will ask potential participants to first complete a pre-screening and demographic questionnaire. During the focus groups, the Contractor will ask a wide variety of predetermined questions, note the responses, and facilitate discussion about the questions among focus group members. The Contractor will staff the focus groups with one moderator and one notetaker. At the end of the focus group, each participant will receive a gift card to a local nursery to purchase compost or plants related to the program.

Online polling. The Contractor will then test messages online through targeted, "boosted" advertising surveys asking the target audiences to complete a very short online poll indicating what message they like best.

Summary Memo

The Contractor will analyze findings from the focus groups and online polling and develop a summary memo that will include recommendations for final messaging development. This strategic summary memo will help the development of any materials that the County team would want to build for the pilot campaign. The Contractor will also finalize the messaging, pilot campaign tagline, and graphics for any collateral tested during this research.

Deliverables

- Draft and final focus group discussion guide
- Focus group recruitment
- Coordinate, conduct, and complete up to 3 focus groups
- Provide video recording and/or transcript for each focus group
- Draft poll questions for online polling
- Coordinate and implement one online poll
- Compile initial findings in a summary memo with final recommendations
- Final graphically designed collateral tested during audience research, provided in native InDesign files

Assumptions

- The Contractor will provide compensation for their time directly to focus group participants via mail or electronically.
- The County will share an initial draft of the RainScaping runoff guide by the contract start-date and share the final version when it is finished.
- The County will conduct activities agreed on in the audience research and work plan.

Task 4. Evaluation Planning and Implementation Assistance

The Contractor will design an evaluation plan to track participation, measure behavior change, test the effectiveness of the program elements and marketing methods, obtain feedback from participants and program staff, and recommend changes for future iterations of the program and marketing efforts. This Task will build on the Contractor understanding of the program goals, objectives, audience, behavior change elements, logistics, timeline, and other factors learned or developed throughout Tasks 1–3. The evaluation plan will describe evaluation goals and objectives, data collection methods, general topics and logistics for each data collection effort, analysis methods including anticipated subgroup comparisons and statistical analyses (as budget allows), outline for the final report, evaluation timeline, and roles and responsibilities between the County and the Contractor for evaluation activities.

To the extent possible, the evaluation plan will use data collection methods that build on program elements, such as integrating surveys into registration forms and using website analytics. The evaluation plan will also balance gathering key data on participant characteristics to inform future marketing efforts with maximizing participation by not overly burdening participants. The evaluation plan will include methods to gather and document:

- **Baseline information** on participants about factors such as current behaviors, personal or property characteristics, marketing method(s) that reached them, and/or attitudes and knowledge.
- **Ongoing participation** in the program, such as number of resident inquiries, participant registrations, and other participant interactions and activities.

- **Initial response and results** after program activities to learn about factors such as feedback on program elements, behavior or property changes already made, remaining barriers to behavior change, opportunities to improve the program immediately or in its next iteration, and needs or priorities for a cost-share or trans created collateral to ensure the program is inclusive.
- **Medium-term response and results** to assess factors such as the implementation or retention of behavior changes, maintenance of changes to their property, remaining or new barriers, and recommendations for program changes or additions. *If budget allows, the evaluation plan may also gather information from households that expressed interest but did not complete their participation in the program or households that did not participate at all to understand their barriers to participation.*
- **Program costs, logistics, and lessons learned** from County staff or partners implementing the program.

The Contractor will work closely with the County to agree on evaluation methods and the distribution of roles and responsibilities between the Contractor and the County that are tailored to the program activities, evaluation goals, the Contractor budget, and available County staffing and resources.

After finishing the evaluation plan, the Contractor will develop text for surveys, other data collection instruments, survey invitations and reminders, and other evaluation collateral identified in the plan.

The Contractor will support implementation of data collection efforts agreed on with the County in the evaluation plan. Support may include:

- Formatting or graphically designing surveys, data collection forms, invitations, reminders, or other evaluation collateral.
- Preparing distribution lists and mail merges for invitations, reminders, or other evaluation distributions.
- Entering data for paper-based data collection methods.
- Conducting phone surveys of households that registered for or participated in the program.

Deliverables

- Draft and final evaluation plan
- Draft and final baseline evaluation data collection surveys, forms, and/or invitations
- Draft and final data collection instruments or systems for tracking program participation
- Draft and final text for initial response and results evaluation data collection surveys, forms, and/or invitations

- Draft and final text for medium-term response and results evaluation data collection surveys, forms, and/or invitations
- Other data collection instruments and implementation or participant tracking support agreed on in the evaluation plan

Assumptions

- The County will print and distribute any mailed or emailed announcements, reminders, follow-ups, surveys, or other materials.
- The County will perform other activities agreed on in the evaluation plan.

Task 5. Evaluation Analysis and Interim Reporting

The Contractor will analyze data as agreed on in the evaluation plan. Data analysis will include reviewing responses to remove identifiable duplicates, reconciling any data issues, and (if included in the evaluation plan) connecting participant responses between baseline and follow-up data collection efforts. For each data collection effort, the Contractor will create basic tabulations of all responses, report overall response rates, and thematically code write-in responses. To the extent agreed on in the evaluation plan, the Contractor will also create cross-tabulations to compare subgroups or conduct statistical analyses.

For data collection efforts that occur before the medium-term response and results evaluation, The Contractor will highlight key findings and, if appropriate, recommendations, in a summary memo.

Deliverables

- Basic tabulation and brief summary memo for collected baseline data
- Basic tabulation and brief summary memo for collected initial response and results data
- Basic tabulations and brief summary memo for other data collection efforts agreed on in the evaluation plan
- If agreed on in the evaluation plan, cross-tabulations and statistical analyses of collected data

Assumptions

- The County will provide program implementation information agreed on in the evaluation plan that may include County pilot costs, tracking data from the County's website, and a logistics guide.
- The County will conduct and summarize a debrief with program implementation staff or partners to obtain their feedback and lessons learned during the pilot.
- The County will conduct activities agreed on in the evaluation plan.

Task 6. Final Reporting

The Contractor will develop a final report that clearly presents evaluation results and summarizes key findings and compiles memos from prior tasks. The final report will be designed as a living

document that is drafted throughout the life of the project and that documents topics including:

- Program goals and background
- Program and marketing overview
- Key findings from audience research, marketing strategy, and message testing
- Evaluation goals and methodology
- Evaluation results with key findings, summary tabulations, and user-friendly charts or graphs
- Lessons learned and recommendations based on implementing and evaluating the program and marketing campaign
- Appendices compiling basic tabulations from evaluation activities, summary memos from prior tasks, program collateral, and other program documentation agreed on in the evaluation plan

Deliverables

- Draft and final outline for the final report
- Draft and final content for each section of the final report (written in pieces)
- Draft and final versions of the complete final report, including appendices

Assumptions

The County will draft content agreed on in the evaluation plan.

Schedule B
Compensation

Task	Position Classification	Hourly Rate				Total Hours	Labor Cost	Expenses	Total Cost
		Senior Associate	Associate	Project Coordinator	Director/Principal				
1. Project Management		\$ 178.50	\$ 124.72	\$ 86.00	\$ 216.40	168	\$ 22,591.68	\$ -	\$ 22,591.68
2. Audience Research Marketing Strategy and Message		107	28	-	-	297	\$ 44,355.92	\$ 3,200.00	\$ 47,555.92
3. Testing		136	161	-	-	371	\$ 57,827.04	\$ 4,500.00	\$ 62,327.04
4. Evaluation Planning and Implementation Support		116	197	-	58	375	\$ 52,199.28	\$ 2,000.00	\$ 54,199.28
5. Evaluation Analysis and Interim Reporting		104	159	80	32	243	\$ 34,286.68	\$ -	\$ 34,286.68
6. Final Reporting		74	189	-	-	166	\$ 24,091.66	\$ -	\$ 24,091.66
Total Hours		600	817	80	90	1,620			
Total Cost		\$ 107,100.00	\$ 101,896.24	\$ 6,880.00	\$ 19,476.00		\$ 235,352.24	\$ 9,700.00	\$ 245,052.24

Schedule B-2
Compensation – Fee Schedule

Consultant: Cascadia Consulting Group, Inc. Project: RainScaping Campaign & Program Evaluation

Position Classification	Hourly Rate	Overhead @<u>213.09%</u>	Profit @<u>25.35%</u>	Max Rate Per Hour
Director/Principal	\$63.94	\$136.25	\$16.21	\$216.40
Senior Associate	\$52.74	\$112.39	\$13.37	\$178.50
Associate	\$36.85	\$78.52	\$9.34	\$124.72
Project Coordinator	\$25.41	\$54.15	\$6.44	\$86.00

Only Labor Classifications listed in this Schedule B-2 are eligible for payment. The overhead rate, profit, and max rate per hour listed above are the maximum rates payable under this Agreement. Rates invoiced shall be based on the hourly rate of the individual employee plus overhead plus profit, and shall not exceed the Max Rate per Hour for each classification listed in this Schedule B-2. All Consultant invoices **must** list classifications being invoiced **exactly** as stated in Schedule B-2.

The rates listed in this Schedule B-2 shall be applicable for the first twelve (12) month period and shall be subject to negotiation for the following twelve (12) month period upon request of the Consultant or the County. If negotiations are not conducted for the second or subsequent twelve (12) month periods within ninety (90) days after completion of the previous period, the rates listed in this Agreement, shall be utilized.

Schedule C
Reimbursable Expenses

Subconsultant Services and Other Direct Costs (ODC) will be reimbursed at the Actual Cost to the Consultant with no markup. These charges may include, but are not limited to, the following items:

Reimbursable Classifications	Rates
<u>Mileage</u>	<u>Current IRS Rate</u>
<u>Postage/Courier</u>	<u>At Cost</u>
<u>Outside Vendor Costs</u>	<u>At Cost</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

Any ODC not included in the above list shall not be eligible for payment without prior written consent of the County. All reimbursable charges must be necessary for the services provided under this Agreement.