



GOODS AND SERVICES CONTRACT

TITLE:	TerrAdapt	WDFW NUMBER:	22-20817
CONTRACTOR:	Resolve	CONTRACT PERIOD:	09/12/2022 to 06/30/2023
TYPE:	Payable / Goods and Services Sole Source #89832	CONTRACT VALUE:	\$200,000.00

A. PARTIES TO THIS CONTRACT

This contract is entered into between the Washington State Department of Fish and Wildlife (WDFW), PO Box 43135, Olympia, WA 98504-3135; and Resolve (Contractor), 2445 M Street NW, Suite 550, Washington, District of Columbia 20037; and shall be binding upon the agents and all persons acting by or through the parties.

B. PURPOSE OF CONTRACT

This contract sets out the terms and conditions by which the Contractor shall provide goods and/or services to WDFW.

C. DESCRIPTION OF PROJECT

The Contractor shall perform the project as described in Attachments, which are incorporated herein by this reference:

- Attachment A - General Terms and Conditions
- Attachment B - Contract/Project Summary
- Attachment C - Statement of Work

D. PERIOD OF PERFORMANCE

The performance period under this Contract shall commence on 09/12/2022 and terminate on 06/30/2023. No expenditures made before or after this period are eligible for reimbursement unless incorporated by written amendment into this Contract. The Contract may be terminated, or the performance period extended pursuant to terms set forth in Attachment A.

E. COMPENSATION / PAYMENT

The total dollars provided by WDFW for this project shall not exceed \$200,000.00. The Contractor shall be responsible for all project costs exceeding this amount. Only eligible reimbursement activities that are in direct support of the project deliverables identified in this Contract will be reimbursed. Any additional services provided by the Contractor must have prior written approval of WDFW.

Compensation for services rendered shall be payable upon receipt of properly completed invoices, which shall be submitted to the Project Manager by the Contractor not more often than monthly. The invoices shall describe and document to WDFW's satisfaction a description of work performed, activities accomplished, or the progress of the project. The rates shall be in accordance with those herein agreed to.

Payment shall be considered timely if made by WDFW within 30 days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor. WDFW may, in its sole discretion, terminate the contract or withhold payments claimed by the Contractor for the services rendered if the Contractor fails to satisfactorily comply with any term or conditions of this contract.

F. RIGHTS AND OBLIGATIONS

All rights and obligations of the parties of this contract are subject to this contract, including the Attachments, which are incorporated herein by this reference. By signing this contract the Contractor acknowledges that they have read, fully understand, and agree to be bound by all terms and conditions set forth in this contract.

G. COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND WDFW POLICIES

The Contractor shall comply with, all applicable state, federal, and local laws, and regulations, including published WDFW policies, while performing under this contract

H. ORDER OF PRECEDENCE

In the event of an inconsistency in this contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

Applicable Federal and State of Washington statutes and regulations.

Special Terms and Conditions as contained in this Contract.

Attachment A - General Terms and Conditions.

Any other provision, term or material incorporated herein by reference or otherwise incorporated.

I. CONTRACT REPRESENTATIVES

The below named representatives for each of the parties shall be the contact people for all communications and billings regarding the performance of this contract. All written communications regarding this contract shall be sent to the designated representatives at the addresses below unless notified in writing of any change.

Contractor's Representative

Erin Bongard
202-525-9884
ebongard@resolve.ngo

WDFW's Representative

Harriet Morgan
360-742-7984
Harriet.Morgan@dfw.wa.gov

J. ENTIRE CONTRACT

This Contract, along with all attachments and exhibits, constitutes the entire agreement of the parties. No other understandings, verbal or otherwise, regarding this contract shall exist or bind any of the parties.

K. APPROVAL

This contract shall be subject to the written approval of WDFW'S authorized representative and shall not be binding until so approved. This contract may be altered, amended, or waived only by a written amendment executed by both parties per Attachment A.

IN WITNESS WHERE, WDFW and the Contractor have signed this contract.

RESOLVE

WASHINGTON DEPARTMENT OF FISH AND WILDLIFE

SIGNATURE AND DATE

SIGNATURE AND DATE

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

**Attachment A -
GENERAL TERMS AND CONDITIONS
Services Contract**

DEFINITIONS

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

- A. "AGENCY" or "WDFW" shall mean the **Department of Fish and Wildlife** of the State of Washington, any division, section, office, unit, or other entity of the AGENCY, or any of the officers or other officials lawfully representing that AGENCY.
- B. "AGENT" shall mean the Director, and/or the delegate authorized in writing to act on the Director's behalf.
- C. "CFR" shall mean the Code of Federal Regulations of the United States. All references in the contract to CFR titles or sections shall include any successor, amended or replacement regulation.
- D. "CONTRACTOR" shall mean that firm, provider, organization, individual or other entity performing service(s) under this contract and shall include all employees of the CONTRACTOR.
- E. "RCW" shall mean the Revised Code of Washington. All references in the contract to RCW chapters or sections shall include any successor, amended or replacement statutes.
- F. "SUBCONTRACTOR" shall mean one not in the employment of the CONTRACTOR, who is performing all or part of those services under this contract under a separate contract with the CONTRACTOR. The terms "SUBCONTRACTOR" and "SUBCONTRACTORS" means SUBCONTRACTOR(s) in any tier.

ACCESS TO DATA

In compliance with RCW 39.26.180, the CONTRACTOR shall provide access to data generated under this contract to AGENCY, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the CONTRACTOR'S reports, including computer models and methodology for those models.

ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this contract shall be made by the AGENCY.

AMENDMENTS

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

AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

The CONTRACTOR must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

ASSIGNMENT

Neither this contract, nor any claim arising under this contract, shall be transferred, or assigned by the CONTRACTOR without prior written consent of the AGENCY.

ATTORNEYS' FEES

In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney fees and costs.

CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

The CONTRACTOR shall not use or disclose any information concerning the AGENCY, or information that may be classified as confidential, for any purpose not directly connected with the administration of this contract, except with prior written consent of the AGENCY, or as may be required by law.

CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONTRACTOR terminate this contract if it is found after due notice and examination by the AGENT that there is a violation of the Ethics in Public Service Act, Chapter 42.52

RCW; or any similar statute involving the CONTRACTOR in the procurement of, or performance under this contract. In the event this contract is terminated as provided above, the AGENCY shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of a breach of the contract by the CONTRACTOR. The rights and remedies of the AGENCY provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the AGENT makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

COPYRIGHT PROVISIONS

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

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

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

The CONTRACTOR shall exert all reasonable effort to advise the AGENCY, at the time of

delivery of materials furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document that was not produced in the performance of this contract.

The AGENCY shall receive prompt written notice of each notice or claim of infringement received by the CONTRACTOR with respect to any data delivered under this contract. The AGENCY shall have the right to modify or remove any restrictive markings placed upon the data by the CONTRACTOR.

COVENANT AGAINST CONTINGENT FEES

The CONTRACTOR warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established agents maintained by the CONTRACTOR for securing business. The AGENCY shall have the right, in the event of breach of this clause by the CONTRACTOR, to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

DISALLOWED COSTS

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

DISPUTES

Except as otherwise provided in this contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with AGENT.

1. The request for a dispute hearing must:
 - Be in writing;
 - State the disputed issue(s);
 - State the relative positions of the parties;
 - State the CONTRACTOR'S name, address, and contract number; and
 - Be mailed to the AGENT and the other party's (respondent's) contract manager within 3 working calendar days after the parties agree that they cannot resolve the dispute.

2. The respondent shall send a written answer to the requester's statement to both the agent and the requester within 5 working calendar days.
3. The AGENT shall review the written statements and reply in writing to both parties within 10 working days. The AGENT may extend this period, if necessary, by notifying the parties.
4. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this contract shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution method in addition to the dispute resolution procedure outlined above.

DRUG-FREE WORKPLACE

The CONTRACTOR shall comply with the Drug-Free Workplace Act of 1988, 41 USC 701-707, as amended. Compliance with the Drug-Free Workplace Act includes publishing a drug-free workplace statement and establishing a drug-free awareness program for CONTRACTOR employees; and taking actions concerning CONTRACTOR employees who are convicted of violating drug statutes in the workplace. The CONTRACTOR shall provide written notice of a conviction of a Contractor employee of a drug violation in the workplace to WDFW within seven (7) calendar days after the Contractor learns of the conviction.

DUPLICATE PAYMENT

The AGENCY shall not pay the CONTRACTOR, if the CONTRACTOR has charged or will charge the State of Washington or any other party under any other contract or agreement, for the same services or expenses.

FILING REQUIREMENT

The provisions of Chapter 39.26 RCW may require the AGENCY to file this contract as a sole source contract with the Department of Enterprise Services (DES) for approval. If so, filed the effective date of this contract is upon DES approval of the contract, the tenth (10th) working day after it is filed with DES, or as agreed between the parties, whichever is later.

FINAL INVOICE

The CONTRACTOR shall submit the final invoice not later than 60 calendar days from the end of the contract period.

GOVERNING LAW

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

INDEMNIFICATION

To the fullest extent permitted by law, the CONTRACTOR shall indemnify, defend, and hold harmless State, agencies of State and all officials, agents, and employees of State, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim," as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom. The CONTRACTOR'S obligations to indemnify, defend, and hold harmless includes any claim by the CONTRACTORS' agents, employees, representatives, or any subcontractor or its employees. The CONTRACTOR expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to the CONTRACTOR'S or any subcontractor's performance or failure to perform the contract. The CONTRACTOR'S obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees, and officials. The CONTRACTOR waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless State and its agencies, officials, agents, or employees.

INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent contractor relationship will be created by this contract. The CONTRACTOR and his or her employees or agents performing under this contract are not employees or agents of the AGENCY. The CONTRACTOR will not hold himself/herself out as or claim to be an officer or employee of the AGENCY or of the State of Washington by reason hereof, nor will the CONTRACTOR make any claim of right, privilege or benefit that would accrue to such employee under

law. Conduct and control of the work will be solely with the CONTRACTOR.

INDUSTRIAL INSURANCE COVERAGE

The CONTRACTOR shall comply with the provisions of Title 51 RCW, Industrial Insurance. If the CONTRACTOR fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees, as may be required by law, AGENCY may collect from the CONTRACTOR the full amount payable to the Industrial Insurance accident fund. The AGENCY may deduct the amount owed by the CONTRACTOR to the accident fund from the amount payable to the CONTRACTOR by the AGENCY under this contract and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the CONTRACTOR.

INSURANCE

The CONTRACTOR shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the state should there be any claims, suits, actions, costs, damages, or expenses arising from any negligent or intentional act or omission of the CONTRACTOR or subcontractor, or agents of either, while performing under the terms of this contract.

The CONTRACTOR shall provide insurance coverage, which shall be maintained in full force and effect during the term of this contract, as follows:

1. Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, in adequate quantity to protect against legal liability arising out of contract activity but no less than \$1,000,000 per occurrence. Additionally, the CONTRACTOR is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.
2. Automobile Liability. In the event that services delivered pursuant to this contract involve the use of vehicles, either owned or unowned by the CONTRACTOR, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per

occurrence, using a Combined Single Limit for bodily injury and property damage.

3. Marine Insurance. If the CONTRACTOR will be using a vessel or boat in the performance of this contract, the CONTRACTOR shall maintain a Commercial Marine Protection and Indemnity (P&I) Policy with P&I limit of not less than \$1,000,000 per occurrence and with a deductible not to exceed \$25,000 (to include diving operations if diving is a part of the contracted service for any liability which includes coverage for injury to the crew and passengers).
4. The insurance required shall be issued by an insurance company/ies authorized to do business within the state of Washington, and shall name the state of Washington, its agents and employees as additional insureds under the insurance policy/ies. All policies shall be primary to any other valid and collectable insurance. CONTRACTOR shall instruct the insurers to give AGENCY thirty (30) calendar days advance notice of any insurance cancellation.

The CONTRACTOR shall submit to AGENCY within fifteen (15) calendar days of the contract effective date, a certificate of insurance that outlines the coverage and limits defined in this section. The CONTRACTOR shall submit renewal certificates as appropriate during the term of the contract; the failure of the AGENCY to enforce this term in no way reduces the CONTRACTOR's responsibilities under this section.

LICENSING, ACCREDITATION AND REGISTRATION

The CONTRACTOR shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements/standards, necessary for the performance of this contract.

LIMITATION OF AUTHORITY

Only the AGENT or AGENT'S delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this contract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this contract is not effective or

binding unless made in writing and signed by the AGENT.

MINORITY, WOMEN AND VETERAN-OWNED BUSINESSES

The AGENCY encourages participation by minority and women-owned business enterprises certified by the Office of Minority and Women's Business Enterprises (OMWBE); and veteran-owned businesses certified by the Department of Veteran's Affairs (DVA). If any part of this contract is subcontracted to an OMWBE or DVA-certified firm the CONTRACTOR shall submit a statement of participation indicating what OMWBE or DVA certified firm was used and the dollar amount of their subcontracts.

COMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this contract, the CONTRACTOR shall comply with all federal and state nondiscrimination laws, regulations, and policies. In the event of the CONTRACTOR'S non-compliance or refusal to comply with any nondiscrimination law, regulation, or policy, this contract may be rescinded, canceled, or terminated in whole or in part, and the CONTRACTOR may be declared ineligible for further contracts with the AGENCY. The CONTRACTOR shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

PREVAILING WAGE

If work performed by CONTRACTOR employees is subject to Chapter 39.12 of the Revised Code of Washington, the CONTRACTOR shall pay the prevailing rate of wages to all CONTRACTOR workers, laborers, or mechanics in the performance of any part of the work described in the contract in accordance with state law and Department of Labor and Industries rules and regulations. The CONTRACTOR shall comply with the filing requirements required by this statute, including Statement of Intent to Pay Prevailing Wage, and Affidavit of Wages Paid.

PRIVACY

Personal information including, but not limited to, "Protected Health Information," collected, used, or acquired in connection with this contract shall be protected against unauthorized use, disclosure,

modification, or loss. CONTRACTOR shall ensure its directors, officers, employees, subcontractors, or agents use personal information solely for the purposes of accomplishing the services set forth herein. CONTRACTOR and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as otherwise required by law.

Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The CONTRACTOR agrees to indemnify and hold harmless the AGENCY for any damages related to the CONTRACTOR'S unauthorized use of personal information.

PUBLICITY

The CONTRACTOR agrees to submit to the AGENCY all advertising and publicity matters relating to this contract wherein the AGENCY'S name is mentioned, or language used from which the connection of the AGENCY'S name may, in the AGENCY'S judgment, be inferred or implied. The CONTRACTOR agrees not to publish or use such advertising and publicity matters without the prior written consent of the AGENCY.

RECORDS MAINTENANCE

The CONTRACTOR shall maintain books, records, documents, data, and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. The CONTRACTOR shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by the AGENCY, personnel duly authorized by the AGENCY, the Office of the State Auditor, and federal and state officials so authorized by law, regulation, or agreement. If any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

REGISTRATION WITH DEPARTMENT OF REVENUE

The CONTRACTOR shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this contract.

RIGHT OF INSPECTION

The CONTRACTOR shall provide right of access to its facilities to the AGENCY, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

RIGHTS TO INVENTIONS

If this contract meets the definition of "funding agreement" under 37 CFR § 401.2 (a) regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under this contract, the CONTRACTOR must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any related implementing regulations issued by the Federal funding agency and WDFW.

SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, the AGENCY may terminate the contract under the "Termination for Convenience" clause, without the ten-day notice requirement, subject to renegotiation at the AGENCY'S discretion under those new funding limitations and conditions.

SEVERABILITY

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

SITE SECURITY

While on AGENCY premises, CONTRACTOR, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

STATEWIDE VENDOR PAYMENT REGISTRATION

The CONTRACTOR is required to be registered in the Statewide Vendor Payment System prior to submitting a request for payment under this contract. The Washington State Office of Financial Management (OFM) maintains the Statewide Vendor Payment System; to obtain registration materials contact the Statewide Payee Desk at (360) 407-8180; or go to: <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>.

SUBCONTRACTING

Neither the CONTRACTOR nor any SUBCONTRACTOR shall enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of the AGENCY. In no event shall the existence of the subcontract operate to release or reduce the liability of the contractor to the Department for any breach in the performance of the contractor's duties. This clause does not include contracts of employment between the contractor and personnel assigned to work under this contract.

Additionally, the CONTRACTOR is responsible for ensuring that all terms, conditions, assurances, and certifications set forth in this agreement are carried forward to any subcontracts. CONTRACTOR and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as provided by law.

TAXES

All payments accrued because of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the CONTRACTOR or its staff shall be the sole responsibility of the CONTRACTOR.

TERMINATION FOR CAUSE

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

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

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

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

TERMINATION FOR CONVENIENCE

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

TERMINATION PROCEDURES

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

The AGENCY shall pay to the CONTRACTOR the agreed upon price, if separately stated, for completed work and services accepted by the AGENCY, and the amount agreed upon by the CONTRACTOR and the AGENCY for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are

accepted by the AGENCY, and (iv) the protection and preservation of property, unless the termination is for default, in which case the AGENT shall determine the extent of the liability of the AGENCY. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. The AGENCY may withhold from any amounts due the CONTRACTOR such sum as the AGENT determines to be necessary to protect the AGENCY against potential loss or liability.

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

After receipt of a notice of termination, and except as otherwise directed by the AGENT, the CONTRACTOR shall:

1. Stop work under the contract on the date, and to the extent specified, in the notice;
2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
3. Assign to the AGENCY, in the manner, at the times, and to the extent directed by the AGENT, all of the rights, title, and interest of the CONTRACTOR under the orders and subcontracts so terminated, in which case the AGENCY has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the AGENT to the extent AGENT may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to the AGENCY and deliver in the manner, at the times, and to the extent directed by the AGENT any property which, if the contract had been completed, would have been required to be furnished to the AGENCY;
6. Complete performance of such part of the work as shall not have been terminated by the AGENT; and

7. Take such action as may be necessary, or as the AGENT may direct, for the protection and preservation of the property related to this contract, which is in the possession of the CONTRACTOR and in which the AGENCY has or may acquire an interest.

TREATMENT OF ASSETS

1. Title to all property furnished by the AGENCY shall remain in the AGENCY. Title to all property furnished by the CONTRACTOR, for the cost of which the CONTRACTOR is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in the AGENCY upon delivery of such property by the CONTRACTOR. Title to other property, the cost of which is reimbursable to the CONTRACTOR under this contract, shall pass to and vest in the AGENCY upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by the AGENCY in whole or in part, whichever first occurs.
2. Any property of the AGENCY furnished to the CONTRACTOR shall, unless otherwise provided herein or approved by the AGENCY, be used only for the performance of this contract.
3. The CONTRACTOR shall be responsible for any loss or damage to property of the AGENCY that results from the negligence of the CONTRACTOR or which results from the failure on the part of the CONTRACTOR to maintain and administer that property in accordance with sound management practices.
4. If any AGENCY property is lost, destroyed, or damaged, the CONTRACTOR shall

immediately notify the AGENCY and shall take all reasonable steps to protect the property from further damage.

5. The CONTRACTOR shall surrender to the AGENCY all property of the AGENCY prior to settlement upon completion, termination, or cancellation of this contract
6. All reference to the CONTRACTOR under this clause shall also include CONTRACTOR'S employees, agents, or SUBCONTRACTORS.

WAGE LAWS COMPLIANCE

By signing this contract the CONTRACTOR warrants that the CONTRACTOR has NOT been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of RCW chapters 49.46, 49.48, or 49.52 within three (3) years prior to the start date of this contract. The CONTRACTOR further warrants that it will remain in compliance with these requirements during the performance period of this contract. The CONTRACTOR will immediately notify the AGENCY of any finding of a willful violation entered by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction entered during the performance period of this contract.

WAIVER

Waiver of any default or breach shall not be deemed a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this contract unless stated to be such in writing and signed by authorized representative of the AGENCY.

APPROVED AS TO FORM BY THE OFFICE OF THE ATTORNEY GENERAL 5/10/2022

**Attachment B -
CONTRACT/PROJECT SUMMARY**

TITLE: TerrAdapt	WDFW CONTRACT NUMBER: 22-20817
PERIOD: 09/12/2022 to 06/30/2023 CONTRACTOR: Resolve CONTRACTOR CONTACT: Erin Bongard 202-525-9884 CONTRACT TYPE: Payable / Goods and Services Sole Source #89832	WDFW MANAGER: Harriet Morgan 360-742-7984

SUMMARY CONTRACT DESCRIPTION:

The purpose of this project is to update and expand TerrAdapt -- a state-of-the art monitoring of habitat and connectivity tool – to help WDFW managers better prioritize where conservation actions (e.g., protecting core habitat, restoring habitats post-disturbance, or mitigating key movement barriers) are implemented to maintain ecologically connected networks of habitat that support a thriving and resilient network of ecosystems across Washington.

Master Index Number(s): 11310

CFDA Number	Award Year	Award Number	Research & Development?
Not Applicable-----	-----	-----	-----

Attachment C Statement of Work

TerrAdapt

Background and Purpose

Project description: The purpose of this project is to update and expand TerrAdapt -- a state-of-the-art monitoring of habitat and connectivity tool – to help WDFW managers better prioritize *where* conservation actions (e.g., protecting core habitat, restoring habitats post-disturbance, or mitigating key movement barriers) are implemented to maintain ecologically connected networks of habitat that support a thriving and resilient network of ecosystems across Washington.

Timeline and Budget

The consultant portion of this project is scheduled to begin on or around *September 12th*, 2022 with a final close date of June 31, 2023. A maximum of \$200,000 is available for this contract. The estimated budget for the scope of work described in the following section is \$200,000. Contractor will invoice WDFW upon completion of each deliverable.

Scope of Work

Summary: Protecting and restoring habitat and mitigating movement barriers are highly effective but costly conservation actions, requiring managers to be strategic in *where* they implement them to deliver the greatest and most enduring benefits with limited resources. However, managers are challenged to optimally site these actions, in part, because the data currently available to inform regional spatial prioritization is increasingly becoming outdated given recent widespread disturbances (e.g., wildfire and human development).

Further, the potential risk of climate change (e.g., species range shifts) to diminish the future value of implementation investments is presently unknown. This lack of an up-to-date, climate-aware, regional-scale perspective hinders achievement of Washington's conservation goals for at-risk species, particularly in highly dynamic landscapes like the several ecoregions within Washington. This project will expand TerrAdapt in a way to address this knowledge gap by continuously providing managers with timely and actionable priorities for *where* to implement based on recent trends, current conditions, and projected future risks.

The contractor will perform a series updates/expansions to an existing tool, TerrAdapt. TerrAdapt is a novel dynamic spatial decision support system (DSS) that uses the latest remote sensing, AI, and spatial analysis technologies powered by [Google Earth Engine](#) (GEE) to monitor habitat conditions, project future impacts of climate change, and continuously revise spatial priorities accordingly. With these updates/expansions, TerrAdapt will provide state-of-the-art monitoring of habitat and connectivity for 5 species and 4 ecosystems based on cutting-edge remote sensing approaches and the latest climate models. Production of these models will be fully automated in the Google cloud, updating annually each fall. These products will be fully validated and documented and available to WDFW users via TerrAdapt's web portal (including a map interface, dashboard, and download capabilities) and API.

Task 1. Update landsat processing.

- **Budget:** \$8,000
- **Level of Effort (LOE):** 80 hours
- **Deliverable:** Updated TerrAdapt Landsat imagery processing approach to incorporate Continuous Change Detection and Classification (CCDC) algorithm, providing state-of-the-art change detection and temporal segmentation.
- **Assumptions:** None.

Task 2. Revise landcover classification.

- **Budget:** \$12,000
- **LOE:** 120 hours
- **Deliverable:** Revise and rerun TerrAdapt landcover classification based on new CCDC inputs and including a more detailed taxonomy of landcover classes, fractional landcover probabilities, and forest/shrubsteppe cover. This will improve accuracy and increase ability to monitor landcover and landcover change in greater detail.
- **Assumption(s):** None.

Task 3. Implement robust area estimator.

- **Budget:** \$10,000
- **LOE:** 100 hours
- **Deliverable:** Implement a robust area estimator for quantifying area of landcover/disturbance change, including error estimates that account for classification error (quantified by the landcover validation above). This will provide statistically rigorous accounting of landcover/land-use change for reporting purposes.
- **Assumption(s):** None.

Task 4. Centrality metrics.

- **Budget:** \$8,000
- **LOE:** 80 hours
- **Deliverable:** Add the capability for TerrAdapt to quantify core/corridor centrality metrics, improving the ability to prioritize areas for implementation that are central within the habitat network.
- **Assumption(s):** None.

Task 5. Corridor models.

- **Budget:** \$8,000
- **LOE:** 80 hours
- **Deliverable:** Expand connectivity algorithms in TerrAdapt to include corridor models for all species/ecosystem core areas. Currently the only connectivity metric available in TerrAdapt is cost-distance to the nearest core. Corridor mapping products will be complementary to this and help more explicitly map habitat networks. Once mapped, we will run centrality metrics from #4 above on all cores/corridors.
- **Assumption(s):** None.

Task 6. Update climate models to CMIP6.

- **Budget:** \$8,000
- **LOE:** 80 hours
- **Deliverable:** Update climate model inputs into TerrAdapt to include new CMIP6 scenarios (replacing CMIP5 scenarios currently used), including a range of GCMs appropriate for the PNW.
- **Assumption(s):** None.

Task 7. Rerun all TerrAdapt models to include new landsat, landcover, and climate inputs.

- **Budget:** \$12,000
- **LOE:** 120 hours
- **Deliverable:** Rerun all TerrAdapt products using the new revisions to the landsat imagery processing (CCDC), new climate models (CMIP6), and new landcover classification (more detailed taxonomy, partial probabilities). Updated models will be run over an expanded temporal scope to include 1984-2022.
- **Assumption(s):** None.

Task 8. Model validation.

- **Budget:** \$50,000
- **LOE:** 500 hours
- **Deliverable:** Validate the TerrAdapt landcover, disturbance, forest structure, and shrubsteppe cover models using available field observations as well as new data produced via image interpretation. Write validation report documenting the accuracy of these models.
- **Assumption(s):** WDFW provides the consultant with available landcover, disturbance, forest structure, and shrubsteppe cover observations (for example, field-based observations of landcover, percent canopy cover, burned areas, and percent sagebrush cover) from Washington. These observations are not needed for producing the revised landcover classification but they are useful in validating the new model.

Task 9. Expand Google cloud infrastructure to support automated production.

- **Budget:** \$8,000 hours
- **LOE:** 80 hours
- **Deliverable:** Expand the TerrAdapt Google cloud infrastructure to fully automate production of all products on an annual schedule.
- **Assumption(s):** None.

Task 10. Documentation, metadata.

- **Budget:** \$16,000
- **LOE:** 160 hours
- **Deliverable:** Provide detailed documentation of all products on website (and downloads from our site), including methods, inputs/outputs, and metadata.
- **Assumption(s):** None.

Task 11. Project management.

- **Budget:** \$20,000
- **LOE:** 200 hours
- **Deliverable:**
- **Assumption(s):** None.

Task Deadlines: All tasks will be completed concurrently and will be completed by June 2023.

Budget

WDFW will reimburse the Contractor according to the following deliverable schedule for each deliverable approved by and accepted by the WDFW Project Manager

Item	Time (hours)	Cost
1. Update landsat processing	80	\$8,000
2. Revise landcover classification	120	\$12,000
3. Implement robust area estimator	100	\$10,000
4. Centrality metrics	80	\$8,000
5. Corridor models	80	\$8,000
6. Update climate models to CMIP6	80	\$8,000
7. Rerun all TerrAdapt models to include new landsat, landcover, and climate inputs	120	\$12,000
8. Model validation	500	\$50,000
9. Expand Google cloud infrastructure to support automated production.	80	\$8,000
10. Documentation, metadata	160	\$16,000
Project manager	200	\$20,000
Subtotal	1600	\$160,000
Administrative costs (25%)		\$40,000
Total	1600	\$200,000

Budget Narrative

The budget includes 1400 hours of salary support (at a rate of \$100/hr) for TerrAdapt staff to complete the 10 deliverables and 200 additional hours of salary support for a project manager to oversee all aspects of the project and coordinate with WDFW staff. In total, the budget includes 1600 hours of staff time for \$160,000 and \$40,000 in administrative costs (25%) to support TerrAdapt institutional administrative expenses.