

**AGREEMENT
FOR PROFESSIONAL SERVICES**

BETWEEN

**CITY OF LYNDEN
300 4TH STREET
LYNDEN, WASHINGTON 98264**

AND

**PEAK SUSTAINABILITY GROUP
P O BOX 2006
BELLINGHAM, WASHINGTON 98227**

PROJECT: City of Lynden Comprehensive Plan – 2025 Climate Planning

THIS AGREEMENT combines all understanding between the Parties regarding professional services for the Project named above and supersedes all prior proposals, quotations, solicitations, negotiations, representations, agreements, or understandings, whether written or oral.

The performance of the professional services described here, as well as payment for such services, shall be on the terms and conditions presented in this Agreement and the following Sections which are attached and incorporated by reference which, taken together, shall constitute the whole Agreement.

- Section 1 - Relationship of the Parties
- Section 2 - Payment
- Section 3 - General Provisions
- Section 4 - Scope of Services
- Section 5 - Extent of Agreement

SECTION 1: RELATIONSHIP OF THE PARTIES

The City of Lynden hereby contracts with Peak Sustainability Group ("Consultant") to perform the professional services described in Exhibit A of this Agreement.

This Agreement shall enure to the benefit of and be binding upon the successors, assigns, and legal representatives of each of the Parties hereto. The Consultant must notify and obtain approval from the City prior to contracting with a subConsultant(s). Any other assignment or transfer of an interest in this Agreement, by either Party, without the written consent of the other shall be void.

SECTION 2: PROFESSIONAL REIMBURSEMENT

Professional Reimbursement to the Consultant shall be in accordance with the Consultant's budget for the Scope of Work described in Exhibit A.

The budgeted total cost for each requested service shall be a "not to exceed" cost. The City shall pay all of the Consultant's invoices in accordance with the other conditions of the Agreement.

SECTION 3: GENERAL PROVISIONS

3.1 PROFESSIONAL SERVICES

The Consultant shall be consultant and advisor to the City, and shall not be agent or representative of the City. The Consultant represents that the studies, projections, plans, reports, design drawings, specifications, cost estimates, and all other engineering, consulting, and analytical services furnished under this Contract will be in accordance with generally accepted professional practices. The Consultant hereby agrees to exercise usual and customary professional care in efforts to comply with all federal; state and local laws, rules and ordinances applicable to the work and to this Agreement in force at the time of Consultant's performance of the work hereunder.

The Consultant makes no other representation or warranty, express or implied.

3.2 PAYMENT CONDITIONS

The City agrees to pay the Consultant on a monthly basis, during the term of the project, commensurate with portions of the work completed. The Consultant's compensation shall be paid monthly on account, for the services performed during that month, with payment due within 30 days of the invoice date. The City of Lynden, Finance Department, must receive invoices from vendors by the 5th of each month (or the following Monday if the 5th falls on a weekend day) for processing in the current month's run. The Finance Department is required to seek City Council approval to pay invoices during the second City Council meeting of the month (third Monday) before payment can be rendered. **All invoices must include the Project name and number and the services rendered, according to the approved scope of work, for which payment is to be rendered. Consultant is responsible for providing a cost tracking report for fund allocations and for declining budget balances on invoices. Invoices and supporting documentation will be reviewed for completeness before payment will be authorized.**

The Consultant will not incur any liability for damages of any type or nature when the performance is stopped as a result of stopping performance of services due to the failure of the City to pay for services rendered.

3.3 GENERAL CITY RESPONSIBILITIES

The City shall provide full information regarding its requirements for the services to be performed by the Consultant, and any circumstances known to the City that would hinder the Consultants performance, or make performance by the Consultant more difficult or expensive than would ordinarily be expected. The City shall furnish any required information and services, and shall render approvals and decisions as expeditiously as necessary for the orderly progress of the Consultant's services. If the City observes or otherwise becomes aware of any fault or defect in the services performed by the Consultant, the City shall promptly give written notice thereof to the Consultant.

3.4 PROFESSIONAL RESPONSIBILITY

The Consultant represents that the services shall be performed within the limits prescribed by this Agreement in a manner consistent with that type of care and skill ordinarily exercised by other professional consultants under similar circumstances. No other representations to the City, express or implied, and no

warranty or guarantee is included or intended in the Agreement, or in any report, opinion, document, or otherwise. The Consultant shall not accept other tasks, within the City of Lynden, that could be viewed as a conflict of interest.

3.5 LIABILITY FOR CLAIMS

The City shall, to the extent of its negligence and/or the negligence of its agents or employees, defend and indemnify the Consultant against any and all liability for personal injury (including death resulting therefrom) or property damage of any kind, sustained by any person and caused by or resulting from the concurrent negligence of the City, its agents, or employees, and the Consultant, its agents, or employees. Likewise, the Consultant, shall, to the extent of its negligence and/or the negligence of its agents or employees, defend and indemnify the City against any and all liability for personal injury (including death resulting therefrom) or property damage of any kind, sustained by any person and caused by or resulting from the concurrent negligence of the Consultant, its agents, or employees, and the City, its agents, or employees. For purposes of this provision, the City and Consultant agree to waive the statutory immunity under Title 51 of the Revised Code of Washington, and the parties, by this Agreement, certify and warrant that its waiver of statutory immunity was mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

3.6 INDEMNIFICATION

The City agrees that the following language shall be included in any agreement between the City and any third person and/or any third person and fourth person ("SubConsultant") for work of any kind or nature to be performed in connection with the Project, including without limitation, construction services.

"The Consultant shall defend, indemnify, and hold harmless the City and its respective officers, agents, and employees, from and against all damages, claims, losses, demands, suits, judgments, actions, and costs, including reasonable attorney's fees and expenses, arising out of or resulting from the performance of the work, provided that any such damages, claim, loss, demand, suit, judgment, cost, or expense:

- (1) Is attributable to bodily injury, sickness, disease, or death or to injury to, or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom or to purely economic loss; and
- (2) Is caused in whole or in part by any negligent act or omission on the part of the SubConsultant, anyone directly or indirectly employed by any one of them, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.
- (3) It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Consultant and City. The provisions of this section shall survive the expiration or termination of this Agreement."

3.7 INSURANCE

The Consultant shall maintain insurance coverage for claims under the Workmen's Compensation Act and claims for bodily injury, death, or property damage, which might arise from the performance of their services under this Agreement. Limits of liability shall be as follows:

Professional Liability	\$1,000,000	each occurrence
Professional Liability	\$2,000,000	annual aggregate
Comprehensive General Liability	\$1,000,000	each occurrence
Comprehensive General Liability	\$2,000,000	annual aggregate
Errors and Omissions	\$1,000,000	each occurrence
Errors and Omissions	\$2,000,000	annual aggregate
Automobile Liability	\$1,000,000	combined single limit
Worker's Compensation	Statutory benefits	

The City of Lynden shall be listed as additional insured on all applicable certificates of insurance. Consultant will provide City with current insurance certificate upon request.

3.8 OPPORTUNITY TO REMEDY

The parties agree that in the event of alleged error or omission by the Consultant in performance of services under the Scope of Services, the City shall notify the Consultant promptly in writing of that fact and allow the Consultant a reasonable time to remedy the problem. Upon notice the Consultant shall promptly review and remedy the problem at the cost of the Consultant. Where responsibility for a problem may be shared by the Consultant and others, the Consultant shall endeavor to remedy the Consultant's share, at the cost of the Consultant, and to cooperate with others involved. If the Consultant demonstrates that it is not at fault, for a problem identified by the City under this Section, the City shall reimburse the Consultant for its costs of investigating the problem.

3.9 TERMINATION

After one year, the City may, at its sole discretion, terminate the Agreement, by giving the Consultant a 90-day written Notice of Termination, and the Consultant may terminate the Agreement by giving the City a 90-day written Notice of Termination. If any portion of the authorized work covered by this Agreement, and begun by the Consultant, shall be abandoned, unreasonably delayed, or indefinitely postponed, the Consultant may terminate this Agreement. Whether or not terminated, the City shall pay the Consultant for the services rendered in connection therewith, prior to written notice of such abandonment, delay, or postponement, payment to be based insofar as possible, on the amounts specifically established in the Agreement.

3.10 OWNERSHIP AND USE OF DOCUMENTS

Drawings, specifications, documents and electronic discs prepared by the Consultant pursuant to this Agreement are property of the City. The Consultant may retain copies, including reproducible copies of drawings and specifications for information and reference. The Consultant does not intend or represent such drawings and specifications to be suitable for reuse by the City or others on extensions of the Project. The City shall retain copyrights to any and all documents produced by it during the course of this Agreement. The City shall indemnify, hold harmless, and defend the Consultant from and against any and all claims

asserted by any party in any manner resulting from unauthorized use by the City, of the Consultant-prepared drawings, specifications, or other documents.

All inventions, patents, design patents, and computer programs and copyrights relating thereto, acquired or developed by the Consultant in connection or relation to the Project, shall remain the property of the Consultant and shall be protected by the City from use by others, except pursuant to agreement in writing between the Consultant and the City, with agreed-upon compensation to the Consultant.

3.11 DISPUTE RESOLUTION

Any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach, termination, or invalidity thereof, shall be submitted for mediation pursuant to the Mediation Rules of the American Intermediation Service (AIS) prior to the commencement of arbitration or other adjudicative procedures.

Mediations and arbitration hearings shall be held at the location mutually agreed upon by the Consultant and the City.

If a settlement is agreed upon through mediation, the parties may agree that the settlement be reduced to writing, and that the mediator(s) shall be deemed to be arbitrator(s), for the sole purpose of signing that written settlement agreement, which shall then have the same force and effect as an arbitral award.

3.12 CLAIMS AND DISPUTES

At the City's request, and only if the City and the Consultant first agree on compensation to the Consultant, the Consultant will assist the City in reviewing and evaluating claims and disputes, preparing information for the City's legal counsel, providing services as witness in litigation or arbitration to which the City is a party, and providing other services in connection with actual or potential claims or disputes, regardless of whether or not the Consultant is named in such legal action. In no case shall the Consultant be obligated to provide such services until the method of compensation therefore is agreed.

3.13 COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION

The Consultant agrees to comply with all federal, state, and local laws governing equal opportunity employment. The Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, marital status, national origin, or the presence of any sensory, mental, or physical handicap, unless based on a bona fide occupational qualification. Such action includes, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation and selection for training, including apprenticeship. The Consultant further agrees to maintain notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause.

The Consultant will ensure that applicants for employment, and all employees during their employment, are treated without regard to race, creed, color, sex, age, marital status, national origin, or the presence of any sensory, mental, or physical handicap, unless based on a bona fide occupational qualification. The Consultant agrees to take affirmative action to ensure that all of its employees, agents, and subConsultants adhere to this provision.

The Consultant will make positive efforts to utilize small businesses and minority-owned business sources of supplies and services. Efforts will allow these sources the maximum feasible opportunity to compete for sub-agreements and contracts to be performed utilizing federal grant funds.

3.14 REFERENCE INFORMATION

If the Consultant is required by the City to rely upon information provided by or through the City or a third party to perform the Consultant's services, the Consultant shall not be liable for errors or omissions in the Consultant's services caused by errors or omissions in said information.

3.15 ADDITIONAL TAXES

Since the Consultant's costs can be adversely affected through the application of new, additional, or retroactive taxes or charges (for instance, a sales tax on professional services or a new income tax), amounts due to the Consultant shall be increased equitably to compensate for any additional taxation charges, over those currently in effect, or for taxes retroactively determined to be due on services rendered, or on products delivered by the Consultant to the City.

3.16 APPLICABLE LAWS AND VENUE

This Agreement has been, and shall be construed as having been made and delivered within the State of Washington, and it is mutually understood and agreed by and between the City and the Consultant, that this Agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance. Any action in law, suit in equity, or judicial proceeding, for the enforcement of this Agreement, or any of the provisions contained therein, shall be instituted and maintained only in the Whatcom County Superior Court, Bellingham, Washington.

SECTION 4: SCOPE OF SERVICES

The Consultant agrees to perform the services requested per the attached Scope of Work.

The Consultant will make every attempt to complete the work within the estimated budget and time schedule. However, should changes in the Scope of Work require the Consultant to expend more time or incur more expenses than anticipated, the Consultant will notify the City, and upon concurrence by the City, an amendment to the Agreement will be prepared and executed.

SECTION 5: EXTENT OF AGREEMENT

This Agreement contains all of the terms and conditions agreed upon by the parties. The parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement. This Agreement may only be amended by written agreement of the parties.

SECTION 6: NOTICES

In every case where, under any of the provisions of this Agreement or in the opinion of either the City or the Consultant or otherwise, it shall or may become necessary or desirable to make, give, or serve any declaration, demand, or notice of any kind or character or for any purpose whatsoever, the same shall be in

writing, and it shall be sufficient to either (1) deliver the same or a copy thereof in person to the Public Works Director, if given by the Consultant, or to the President or Secretary of the Consultant personally, if given by the City; or (2) mail the same or a copy thereof by registered or certified mail, postage prepaid, addressed to the other party at such address as may have theretofore been designated in writing by such party, by notice served in the manner herein provided, and until some other address shall have been so designated, the address of the City for the purpose of mailing such notices shall be as follows:

Community Development Director
CITY OF LYNDEN
300 4th Street
Lynden, Washington 98264

and the address of the Consultant shall be as follows:

Peak Sustainability Group
PO Box 2006
Bellingham, WA 98227



SECTION 7: ATTORNEY'S FEES

The parties agree that in the event a civil action is instituted by either party to enforce any of the terms and conditions of this Agreement or to obtain damages or other redress for any breach hereof, the prevailing party shall be entitled to recover from the other party, in addition to its other remedies, its reasonable attorney's fees in such suit or action and upon any appeal therefrom.

SECTION 8: CONTRACT VALIDITY

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby, if such remainder would then continue to conform to the terms and requirements of the applicable law.

SECTION 9: NONWAIVER OF BREACH

Failure of either party to require performance of any provision of this Agreement shall not limit such party's right to enforce such provision, nor shall a waiver of any breach of any provision of this Agreement constitute a waiver of any succeeding breach of such provision or a waiver of such provision itself.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year written below.

CONSULTANT:
Peak Sustainability Group

CITY OF LYNDEN

Htz 3/27/24
Date

Scott Korthuis 4/1/24
Date

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

I certify that I know or have satisfactory evidence that Sarah Parker signed this instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in this instrument.

DATED: 3-27-24

[Signature]
NOTARY PUBLIC in and for the State of Washington,
Residing at Bellingham
My commission expires 7-27-27



STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

I certify that I know or have satisfactory evidence that Scott Korthuis signed this instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in this instrument.

DATED: 4/1/2024

Pamela D. Brown
NOTARY PUBLIC in and for the State of Washington,
Residing at Whatcom County
My commission expires 9/4/2025

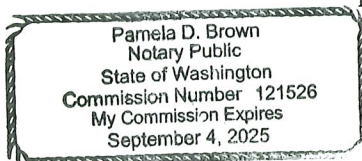


Exhibit A - SCOPE OF WORK

City of Lynden 2025 Comprehensive Plan Climate Planning Element

I. Scope of Work

Overall Scope: Provide professional planning services necessary to complete the tasks outlined in the City's request for proposals, titled "Request for Proposals for Consultant Services – City of Lynden Comprehensive Plan – Climate Planning Update," which was due February 9, 2024. Consistent with the Peak Sustainability Proposal, our work will be divided into tasks, as described in detail below. Peak Sustainability (Peak) will serve as the prime consultant for this project, with BHC Consultants, LLC (BHC) and SCJ Alliance (SCJ) serving as subconsultants.

Task 0 – Project Management and Coordination

Budget: (none, estimated value of \$6,500 is incorporated in other tasks deliverables)

Peak will:

- Develop a project workplan that includes a project schedule and key deliverables.
- Initiate the project with a kick-off meeting with staff from the City of Lynden (the City) to review the workplan, communication preferences, and review processes.
- Meet with key City staff twice monthly, or as needed.
- Coordinate the work of the consultant team, which includes the following: tracking deliverable deadlines; reviewing work prior to submittal to client; and, internal meetings between prime and subconsultants.
- Manage overall project budget. Prepare invoices for fees and expenses and reporting on overall budget status, including current project billings, total project billings, and remaining project budget.

Assumptions

- Project timeline includes work from April 2024 through December 2024.
- Meetings between Peak, City Staff, and subconsultants will be held virtually unless otherwise noted.
- City staff will keep Planning Commission and City Council briefed on progress throughout the project.

Task 1 – Community Outreach Surveys

Budget: \$10000

Deliverables: A report summarizing the results and key findings from the survey.

Peak will:

- Work with SCJ write, distribute, promote, and promote one online outreach survey to the community.
- Convert the online survey into a physical version that can be mailed to Lynden residents by the City.
- Consolidate and analyze the raw data received from the online survey and the raw data from the paper survey tabulated by the City.
- Generate a report summarizing the results and key findings.

Assumptions

- Outreach for the online climate planning element survey will occur in coordination with the survey for the comprehensive plan survey.
- City staff will:
 - Review and approve the survey with up to two rounds of feedback incorporated.
 - Support survey distribution.
 - Will tabulate paper survey results and send the raw data to Peak.

Task 2 – Community Meetings

Budget: \$7500

Deliverables: A memo summarizing the results of targeted public meetings.

Peak will:

- Recruit and convene a representative advisory group to provide guidance and input at key decision points throughout the Climate Planning Element decision process.
- Coordinate with SCJ to support one community meeting in late spring in the City of Lynden at a public location with sufficient notice. The meeting will present the approach to the climate planning element in the context of the Comprehensive Plan updates.
- Plan and facilitate up to four community meetings focused on key audiences identified with the City that can be held virtually or in-person.
- Draft a set of key questions based on the community survey results to engage key audiences in the community meetings and specific questions for interest groups when needed.

Assumptions:

- The initial meeting presenting the approach to the climate planning element will be a portion of a broader meeting on the Comprehensive Plan Updates.
- City staff will:
 - Provide recommendations for the advisory group and key audiences.

- Help secure meeting venues and invite public to attend events using the City's existing communication tools.
 - Provide the City's Public Outreach Plan for use by the consultant team and identify existing community groups or individuals to contact for targeted outreach.
 - Will provide public noticing of events and coordinate locations or rentals.
 - Review and approve the questions for the community meetings with up to two rounds of feedback.
- Some topic meetings may be held virtually to save on costs or if public health conditions require it.

Task 3 – Environmental Justice Report

Budget: \$10000

Deliverables: The Environmental Justice Report (EJ Report), which documents the process, summarizes feedback, and provides recommendations related to the Climate Planning efforts within the City.

Peak will coordinate with SCJ to:

- Create an equity baseline with comprehensive data analysis that identifies vulnerable populations consistent with the definitions of HB1181.
- Assess environmental, health and demographic indicators such as limited English proficiency, race and ethnicity, household income, and health disparities using data from the U.S. Census bureau and WA Environmental Health Disparities Map.
- Review and guide the EJ Report, as well as use the report to review the City's County's Comprehensive Plan for injustices, disparities, and disparate impacts.

Assumptions:

- City staff will support outreach and engagement for vulnerable and overburdened communities.

Task 4 – Comprehensive Plan Legislative Review

Budget: \$5000

Deliverables: A policy gap analysis memo describing the changes needed to comply with HB 1181.

In coordination with Peak, BHC will:

- Conduct an audit of the existing Lynden Comprehensive Plan, Shoreline Master Program, and any supporting environmental or hazard mitigation plans to identify policies that support climate planning.
- Generate a memo that identifies existing policies that support the implementation of HB

1181 and identify gaps where new goals, policies, or analysis is needed.

- Consult the Department of Commerce periodic Update checklist to assess gaps for climate policy.

Assumptions

- City staff will provide access to existing planning documents, environmental documents, and mapping data.

Task 5 – Proposed Element Updates

Budget: \$5000

Deliverables: Redline edits of existing City Comprehensive Plan elements and content for the new Health and Wellness Element and Community Resilience Chapter.

Peak will coordinate with BHC to:

- Identify content in the existing City Comprehensive Plan that could be included in the new Health and Wellness Element that address community climate change resilience.

Assumptions

- City staff will provide insight into the City's vision for the Health and Wellness Element or provide examples that represent the vision for this element.

Task 6 – Goals and Policy Updates

Budget: \$5000

Deliverables: Draft Health and Wellness Element content related to climate planning, and other climate planning goals and policies to add to existing comprehensive plan updates.

Peak will coordinate with BHC to:

- Incorporate policy gap analysis and community feedback to draft new introduction content, move existing comprehensive plan goals and policies from other chapters where needed, and draft new policies and goals.
- Work with City staff to determine major structural changes for new climate planning content in the Health and Wellness element or in other comprehensive plan elements.

Assumptions

- City staff will review and comment on draft goals and policies.
- The consultant team will provide City Staff with a review draft one month before the final deliverable deadline.
- The Transportation Element will be completed separately outside this scope and will be added as an appendix to the draft Comprehensive Plan. City staff will manage all drafting, review, and workflow tasks with transportation consultant.
- The update does not include work on the Parks and Trails Master Plan, which will remain an unchanged appendix.

Task 7a and 7b– Inventory and Climate Planning Element

Budget: \$10,000

Deliverables: A memo summarizing potential climate impacts and an inventory of climate assets and vulnerabilities (Task 7a); draft new Climate Planning Element (Task 7b).

Task 7a: Inventory of climate assets and vulnerabilities

In coordination with Peak, BHC will:

- Conduct a high-level climate vulnerability analysis (CVA) to identify which of the City's assets and communities are predisposed to be adversely affected by climate change impacts.
- Review the existing Whatcom County Hazard Mitigation Plan to identify potential hazards that could be impacted by climate change.
- Draft a memo summarizing potential climate impacts and an inventory of climate assets and vulnerabilities.

Task 7b: Draft Climate Planning Element

In coordination with Peak, BHC will:

- Complete a draft of the Climate Planning Element that includes two sub-elements, Greenhouse Gas Reduction (Task 8) and Community Resilience (Task 9).
- Include relevant background and policy information as required by HB 1181 and the Department of Commerce Guidance.

Assumptions

- This task will be delivered in two phases; the inventory of climate assets and vulnerabilities will be completed in August 2024, and the draft Climate Planning Element will be completed in December 2024.
- The consultant team will use the UW Climate Impacts Group mapping information to conduct the CVA following guidance from the Department of Commerce.

Task 8– Greenhouse Gas Reduction Sub-Element

Budget: \$6,000

Deliverables: a draft GHG Reduction sub-element with goals and policies to be included in the new Climate Element.

Peak will:

- Peak will review the emissions sources from the Whatcom County Climate Action Plan for reference in the Greenhouse Gas Reduction Sub-Element.
- Review current plans and activities to determine what actions the City has already taken to reduce GHGs.
- Assess opportunities for Lynden to reduce GHG emissions using the Department of Commerce's Immediate Climate Element Planning Guidance and Menu of Measures to

generate a draft list of goals, policies, and GHG reduction measures.

- Identify key steps to implement measures, such as partnerships, City assets, funding sources, or demonstration projects.
- Draft the GHG Reduction sub-element for inclusion in the new Climate Element.

Assumptions

- City staff will:
 - Provide feedback on an initial list of opportunities from the Department of Commerce's Intermediate Climate Planning Element and the associated Menu of Measures to understand if there are any opportunities identified by Commerce that could present challenges for the City.
 - Review and comment on draft goals and policies.
- The Urban Forestry Plan will be completed separately outside this scope. City staff will manage all drafting, review, and workflow tasks with relevant leads.
- Transportation can represent a significant opportunities for Greenhouse Gas Reduction. City staff will manage all drafting, review, and workflow tasks with the consultant team leading the Transportation Element.

Task 9– Community Resilience Sub-Element

Budget: \$8,000

Deliverables: Final Climate Planning Element and Community Resilience Sub-Element goals and policies that meet the requirements of HB 1181; Lynden-specific content for the updated Whatcom County Natural Hazards Mitigation Plan.

Peak will coordinate with BHC to:

- Draft policies and goals for the Community Resilience Sub-Element based on the policy gaps analysis, public engagement, and direction from City staff to address the following topics:
 - Infrastructure
 - Agriculture
 - Health and Wellness
 - Warming/Cooling Centers
 - Open Space/Greenways
- Reinforce existing comprehensive plan content to comply with HB 1181 requirements.
- Identify key steps to implement measures, including partnerships, City assets, funding sources, or demonstration projects.

Assumptions

- City staff will review and comment on draft goals and policies.

Task 10a and 10b– Development Regulations

Budget: \$10,000

Deliverables: Code update memo outlining needed code updates (Task 10a); Draft updated Development Regulations redlines (10b).

BHC, in coordination with Peak, will:

- Review existing City of Lynden development regulations to identify any areas of inconsistency with the goals and policies of the proposed Climate Planning Element.
- Consult the Development Regulations Update Checklist, prepared with the Comprehensive Plan Amendment, to assess if any identified code deficiencies apply to climate resilience.
- Prepare a memo on the code update approach.
- Prepare a draft of redlines to existing code chapters to add, delete, or amend development regulations to implement the City of Lynden’s Climate Planning Element.
- Provide peer review of one additional round of edits to redlines prepared by staff.

Assumptions

- City staff will:
 - Review and comment on code update approach memo prior to the consultant team developing draft code redlines.
 - In scenarios where multiple options are provided in the code update approach memo, provide direction on which option to pursue.
 - Review draft code redlines and provide comment. Incorporate consultant peer review.
 - Manage City review, SEPA, and adoption.

Task 11-Final Ordinance of Comprehensive Plan Adoption

Budget: \$8,000

Deliverables: Ordinance document that incorporates the climate planning and community resilience updates into the City’s Comprehensive Plan Update.

BHC will, in coordination with Peak:

- Integrate the Climate Planning Element and Climate Planning updates into the review drafts of the City’s Comprehensive Plan.
- Be available for two public hearings, one hearing before the Planning Commission and one hearing before the City Council.
- Incorporate any changes resulting from the public review process into the final ordinance draft of the City’s Comprehensive Plan as needed.

Assumptions

- City staff will:
 - Perform SEPA review and noticing.
 - Receive and respond to public comment on the draft plan.
 - Provide direction to the consultant team on revisions needed after public review process.
 - Take code through adoption.

II. Schedule

Task	Deliverable	Timeline
0	Kick-off meeting	Within two weeks of the virtual kick-off meeting for the City of Lynden Comprehensive Plan Update
0	Project Check-ins	Regularly throughout project timeline
0	Invoices	Monthly
1	A report that summarizes the results and key findings of a community survey	July 2024
2	Memo summarizing the results of public meetings	September 2024
3	Environmental Justice Report	September 2024
4	Policy gap analysis for HB 1181 compliance	July 2024
5	Redline edits of existing Comprehensive Plan elements and content for new Health and Wellness Element	December 2024
6	Draft Health and Wellness Element content related to climate planning, and other climate planning goals and policies to add to existing comprehensive plan updates	December 2024
7a	A memo summarizing potential climate impacts and an	August 2024

	inventory of climate assets and vulnerabilities	
7b	Draft new Climate Planning Element	December 2024
8a	A spreadsheet with GHG emissions data and estimations	December 2024
8a	Draft GHG Reduction sub-element with goals and policies to be included in the new Climate Element.	December 2024
9	Final Climate Planning Element and Community Resilience Sub-Element goals and policies that meet the requirements of HB 1181	December 2024
9	Lynden-specific content for the updated Whatcom County Natural Hazards Mitigation Plan	December 2024
10a	Code update memo outlining needed code updates	June 2025
10b	Draft updated Development Regulations redlines	October 2025
11	Ordinance document that incorporates the climate planning and community resilience updates into the City's Comprehensive Plan Update.	June 2025

III. Budget

Task	Peak hours	BHC hours	SCJ hours	Total Budget
Project Management	25	0	0	\$6,500
Task 1: Community Outreach Surveys	35	0	30	\$27,500
Task 2: Community Meetings	40	0	10	
Task 3: Environmental Justice Report	35	0	30	
Task 4: Comprehensive Plan Legislative Review	0	30	0	\$15,000
Task 5: Proposed Element Updates	20	15	0	
Task 6: Goals and Policies Update	20	15	0	
Task 7a and 7b: Inventory and Climate Planning Element	0	60	0	\$10,000
Task 8: GHG Reduction Sub-Element	40	0	0	\$6,000
Task 9: Community Resilience Sub-Element	25	30	0	\$8,000
Task 10: Development Regulations	0	60	0	\$10,000
Task 11: Final Ordinance for Comprehensive Plan Adoption	0	50	0	\$8,000
Totals	240	260	70	\$91,000