

PROFESSIONAL SERVICES AGREEMENT

This Agreement dated March 7, 2017, is made by and between Kittitas County (hereinafter "the County") and CREA Affiliates, LLC (hereinafter "Consultant"). The County and Consultant agree as follows:

General Conditions
Exhibit A (Scope of Work)
Exhibit B (Expenditure Budget and
Compensation
Exhibit C (Proof of Insurance)

Copies of which are attached hereto and incorporated herein by this reference as fully as if set forth herein.

The term of this Agreement shall commence on the 27th day of **February**, 2017, and continue until December 31, 2017. Any party may terminate this Agreement by giving thirty (30) days notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph.

Consultant acknowledges and by signing this Agreement agrees that the Indemnification provisions set forth in Paragraphs 7 (Independent Contractor), 9 (Taxes), 15 (Defense and Indemnity Agreement), 21 (Patent/Copyright Infringement) and 24 (Confidentiality), are totally and fully part of this Agreement and have been mutually negotiated by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement this 7th day of March, 2017.

APPROVED:

CONSULTANT
CREA Affiliates, LLC

BOARD OF COUNTY COMMISSIONERS
KITTITAS COUNTY, WASHINGTON

Signature of Signatory
March 7, 2017

Paul Jewell, Chairman

Print Name of Signatory

Laura Osiadacz, Vice-Chairman

Obie O'Brien, Commissioner

ATTEST
CLERK OF THE BOARD

APPROVED AS TO FORM:

Julie A. Kjorsvik

Neil Caulkins,
Deputy Prosecuting Attorney

Consultant's Address:

CREA Affiliates, LLC
2319 N. 45th St., Ste.205
Seattle, WA 98103

Project Contact:

Anindita Mitra Director
CREA Affiliates
OFFICE: 206-297-3045
FAX: 206-316-2287

County's Address:

Kittitas County
411 N. Ruby Street, Suite 2
Ellensburg, WA 98926

Project Contact:

Robert "Doc" Hansen
Kittitas County Planning Official
OFFICE: 509-962-7506
FAX: 509-962-7663

Licensing Information:

GENERAL CONDITIONS

1. Scope of Contractor's Services:

Consultant agrees to provide to the County services and any materials set forth in the project narrative identified in Exhibit "A" during the Agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.

2. Performance of Work:

Consultant shall perform work in accordance with, and shall comply with, all of the provisions of this Agreement. All work shall comply with applicable codes and ordinances.

3. Schedule of Performance:

Unless directed otherwise by the County, Consultant shall perform the work in accordance with any schedules made a part of this Agreement.

4. Definitions:

- 4.1 "Additional Insured's" means the County, its successors and assigns, and the respective directors, officers, employees, agents and representatives of the County and its successors and assigns.
- 4.2 "Support" means the following: Consultant's directors, officers, employees, agents and representatives; and sub-engineers (and architects) of any tier; the respective directors, officers, employees, agents and representatives of these sub-engineers (and architects) of any tier; and any other person or entity acting under the direction or control of, or on behalf of, Consultant or any Consultant's sub-engineers (and architects) of any tier in connection with or incident to the performance of the Work or this Agreement.
- 4.3 The "Work" means all of the land use planning, code development, environmental review, and the performance of all other obligations, under this Agreement by Consultant or its Support.

5. Accounting and Payment for Contractor Services:

Payment to the Consultant for services rendered under this Agreement shall be as set forth in Exhibit "C." Where Exhibit "C" requires payments by the County, payment shall be based upon billings, supported unless otherwise provided in Exhibit "C," by documentation of units of work actually performed and amounts earned, including where appropriate, the actual number of days worked each month, total number of hours for the month, and the total dollar payment requested. Unless specifically stated in Exhibit "C" or approved in writing in advance by the Kittitas County Board of Commissioners, the County will not reimburse the Consultant for any costs or expenses incurred by the Consultant in performance of this Agreement.

Where required, the County shall, upon receipt of appropriate documentation, compensate the Consultant, no more often than monthly, through the County voucher system, for the Consultant's services pursuant to the fee schedule set forth in Exhibit "C".

6. Assignment and Subcontracting:

Except for the services to be provided by Central Washington University's Center for Spatial Information, no portion of this Agreement may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the County.

7. Independent Contractor:

The Consultant's services shall be furnished by the Consultant as an independent contractor and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Consultant as an independent contractor.

The Consultant acknowledges that the entire compensation for this Agreement is specified in Exhibit C and the Consultant is not entitled to any County benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to Kittitas County employees.

Consultant will defend, indemnify and hold harmless the County, its Additional Insured's, officers, agents or employees from any loss or expense, including but not limited to settlements, judgments, setoffs, attorneys' fees or costs incurred by reason of claims or demands because of breach of the provisions of this section.

8. No Guarantee of Employment:

The performance of all or part of this Agreement by the Consultant shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Consultant or any employee of the Consultant or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

9. Taxes:

The Consultant understands and acknowledges that the County will not withhold Federal or State income taxes. Where required by State or Federal law, the Consultant authorizes the County to make withholding for any taxes other than income taxes (i.e. Medicare). All compensation received by the Consultant will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Consultant to make the necessary estimated tax payments throughout the year, if any, and the Consultant is solely liable for any tax obligation arising from the Consultant's performance of this Agreement. The Consultant hereby agrees to indemnify the County against any demand to pay taxes arising from the Consultant's failure to pay taxes on compensation earned pursuant to this Agreement.

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Consultant must pay all other taxes including, but not limited to: Business and Occupation Tax, taxes based on the Consultant's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

10. Regulations and Requirement:

This Agreement shall be subject to all laws, rules and regulations of the United States of America, and State of Washington, and political subdivisions of the State of Washington, and to any other provisions set forth herein or in the attached exhibits.

11. Right to Review:

This contract is subject to review by any Federal or State auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the County. Such review may occur with or without notice, and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluation by service recipients under this Agreement. The Consultant shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for 3 years after contract termination, and shall make them available for such review, within Kittitas County, State of Washington, upon request.

12. Modifications:

- 12.1 Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.
- 12.2 The County may, at any time, by written notice thereof to Consultant ("Change Notice") make changes in the Work within the general scope of this Agreement, including, but not limited to: (a) changes in, revisions to, substitutions for, additions to or deletions of any Work; (b) changes in schedule; and (c) acceleration, deceleration or suspension of performance of any Work.
- 12.3 If any change in the Work causes an increase or decrease on Consultant's cost of, or the time required for, performance of the Work, an equitable adjustment in the compensation to Consultant and in the schedule for the performance of the Work shall be made to reflect such an increase or decrease.
- 12.4 Notwithstanding any dispute or delay in arriving at a mutually acceptable equitable adjustment, Consultant shall proceed in accordance with all Change Notices. Consultant must, within thirty (30) days after receipt of any

Change Notice that does not set forth any acceptable adjustment, submit to the County a written statement setting forth any adjustment claimed.

- 12.5 If any change results in a decrease in the Work performed, Consultant shall be entitled to compensation associated with changing the Work, such as revising documents.

13. Termination for Default:

If the Consultant defaults by failing to perform any of the obligations of the Agreement or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Consultant in the U.S. mail, postage prepaid, terminate the Agreement, and at the County's option, obtain performance of the work elsewhere. If the Agreement is terminated for default, the Consultant shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Consultant. The Consultant shall bear any extra expenses incurred by the County in completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Consultant was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

14. Termination for Public Convenience:

The County may terminate the Agreement in whole or in part whenever the County determines, in its sole discretion, that such termination is in the best interests of the County. Whenever the Agreement is terminated in accordance with this paragraph, the Consultant shall be entitled to payment for actual work performed at unit contract prices for completed items of work.

An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.

15. Defense & Indemnity Agreement:

The Consultant agrees to and shall indemnify and hold harmless the County, its Additional Insured's, appointed and elected officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its Additional Insured's, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or

persons and on account of damage to property including loss of use thereof, to the extent caused by the negligence of the Consultant, its subcontractors, its elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its Additional Insured's, appointed or elected officials or employees.

16. Industrial Insurance Waiver:

With respect to the performance of this Agreement and as to claims against the County, its Additional Insured's, officers, agents and employees, the Consultant expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this agreement extend to any claim brought by or on behalf of any employee of the Consultant. This waiver is mutually negotiated by the parties to this Agreement.

17. Venue and Choice of Law:

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the County of Kittitas. This Agreement shall be governed by the laws of the State of Washington.

18. Withholding Payment:

In the event the Consultant has failed to perform any obligation to be performed by the Consultant under this Agreement within the time set forth in this Agreement, then the County may, upon written notice, withhold all monies due and payable to Consultant, without penalty, until such failure to perform is cured or otherwise adjudicated.

19. Future Non-Allocation of Funds:

If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the County will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. No penalty or expense shall accrue to the County in the event this provision applies.

20. Contractor Commitments, Warranties and Representations:

This Agreement supersedes and replaces in its entirety any statements, commitments or other prior communications regarding Consultant's work. Consultant's work shall be governed solely by the standard of care of its profession and the promises made in this Agreement.

21. Patent/Copyright Infringement:

Consultant will defend and indemnify the County from any claimed action, cause or demand brought against the County, to the extent such action is based on the claim that information supplied by the Consultant infringes any patent or copyright. The Consultant will pay those costs and damages attributable to any such claims that are finally awarded against the County in any action. Such defense and payments are conditioned upon the following:

21.1 Consultant shall be notified promptly in writing by County of any notice of such claim.

21.2 Consultant shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement is made, provided no reduction in performance or loss results to the County.

22. Disputes:

22.1 General

Differences between the Consultant and the County, arising under and by virtue of the Agreement shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, instructions, and decisions of the Kittitas County Commissioners shall be final and conclusive.

22.2 Notice of Potential Claims

The Consultant shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the County, or (2) the happening of any event or occurrence, unless the Consultant has given the County a written Notice of Potential Claim within thirty (30) days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Consultant believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Consultant shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

22.3. Detailed Claim

The Consultant shall not be entitled to claim any such additional compensation, or extension of time, unless within thirty (30) days of the date of the Notice of Claim, and before final payment by the County, the Consultant has given the County a detailed written statement of each element of cost or other compensation requested

and of all elements of additional time required, and copies of any supporting documents evidencing the amount or extension of time claimed to be due.

23. Ownership of Items Produced:

All writings, programs, data, public records or other materials prepared by the Consultant and/or its consultants or subcontractors, in connection with performance of this Agreement shall be the sole and absolute property of the County, other than the use of the proprietary technology and forms, RECODE™ Standards created by the Consultant and protected by intellectual property laws. To the extent necessary to complete this work, Consultant shall provide Kittitas County a revocable license to use the RECODE™ Standards, limited solely for the purpose of completing the work under this Agreement, should the County decide to use RECODE™ Standards.

24. Confidentiality:

Unless such information is already in the public domain or otherwise disclosed to Consultant in a non-confidential manner, the Consultant, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the County or acquired by the Consultant in performance of this Agreement, except upon the prior written consent of the Kittitas County Prosecuting Attorney or an order entered by a court after having acquired jurisdiction over the County. Consultant shall immediately give to the County notice of any judicial proceedings seeking disclosure of such information. Consultant shall indemnify and hold harmless the County, its Additional Insured's, officials, agents or employees from all loss or expense, including, but not limited to settlements, judgments, setoffs, attorneys' fees and costs resulting from Consultant's breach of this provision.

25. Notice:

Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, notice shall be given by the Consultant to the department head of the department for whom services are rendered, and to the Kittitas County Commissioners, 205 W 5th Ave, Suite 108, Ellensburg, WA 98926. Notice to the Consultant for all purposes under this Agreement shall be given to the address reflected on the signature page. Notice may be given by delivery or by depositing in the U.S. Mail, first class, postage prepaid.

26. Severability:

If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this Agreement are declared severable.

27. Miscellaneous:

- 27.1 The County's failure or delay to insist upon strict performance of any of the provisions of this Agreement or to exercise any rights or remedies under this Agreement shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon any such provisions, rights or remedies in that or any

- other instance; rather the same shall be and remain in full force and effect.
- 27.2 This Agreement embodies the entire Agreement between the County and Consultant, and supersedes any and all prior agreements, regarding the Work. No change, amendment or modification of any provisions of this Agreement shall be valid unless set forth in a written instrument signed by the party to be bound thereby.
- 27.3 The rights and remedies of the County set forth in any provision of this Agreement are in addition to and do not in any way limit any other rights or remedies afforded to the County by any other provisions of this Agreement, by any of Consultant's Support or by law.
- 27.4 Unless the County provides prior written approval, only those individuals listed in Exhibit C are authorized to bill the County for work performed pursuant to this Agreement. The scope of this contract is expressly intended to provide planning-related support in Kittitas County. The Consultant is not being hired to represent the County before any administrative tribunal or court of law or in any other legal proceeding, other than the County's internal permit review proceedings.

28. Waiver:

Waiver of any breach or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No terms or conditions of this Agreement shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

29. Survival:

The provisions of paragraphs 7, 9, 11, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, and 28, shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

30. Entire Agreement:

This written contract represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

EXHIBIT "A"

SCOPE OF WORK

Consultant shall provide consultant services for preparation of an update to Kittitas County's Comprehensive Plan and implantation regulations as so outlined. As individual phases are commenced for these projects, the County and Consultant shall prepare a Scope of Work and cost estimate for the applicable work.

Major Comprehensive Plan Update (2037)

Kittitas County, WA

1. BACKGROUND

Kittitas County Community Development Services (CDS) is completing the development of its comprehensive plan, including but not limited to research on level of service and concurrency standards, housing policy, land use regulation, maintenance of rural character, recreation and resource management and economic development. CREÄ was selected to aid the County in the development of the comprehensive plan to meet the Washington State Growth Management Act and create ordinances and regulations necessary to implement adopted goals and policies.

2. OBJECTIVES

As a part of this scope of services, CREÄ will assist Kittitas County in its major update to the County's Comprehensive Plan. Related to this, CREÄ will work closely with County Staff to do the following:

- Write new sections and review prior work for inclusion in the plan document.
- Describe relevant maps that will be generated by County Staff and tabulate data.
- Plan for and assist facilitating and reporting back on Working Group meetings.
- Participate in a weekly Project Management Call to review documents and tasks.
- Maintain and oversee Project Schedule and Budget.

PHASE I

3. TASK DESCRIPTIONS

3.1 PROJECT PLANNING

For this task the CREÄ team will meet with County Staff to become familiar with key stakeholders, project partners, milestones and community outreach events that the project could align with. This early investment into building partnerships with local institutions, non-profits, community groups, State and County Staff will help keep the project on schedule, and as our experience has shown, will assist with the adoption of the plan.

- Finalize project scope, schedule and public outreach strategy into a detailed Work Plan.
- Working Group Meeting 1: explain their charge / responsibilities; review land use plan and development
- Refine project publicity strategy; identify translators
- Press release 1: project intent, schedule, and contact information

Deliverables

Project Scope, Schedule, Outreach Strategy (Work Plan)

Staff Meeting: Trip, agenda, presentation, minutes

Working Group Meeting: Trip; meeting minutes

Contacts List - bloggers, newsletters

Contacts List - project Partners

Press Release

Schedule

Complete by March 13, 2017

Budget

\$3,500

3.2 INVENTORIES AND ANALYSES

CREÄ will work with County Staff to assemble and illustrate the technical factors that will influence the direction of the plan. At the same time, CREÄ will reach out into the broader community as well as key stakeholders to better understand their concerns and potential “hot topics” the plan might have to address head on. This is an early attempt to flush out their 20-year community vision and to identify key issues that the plan process might have to explore and address in greater depth. The CREÄ team will illustrate 2 or 3 growth options that meet the community’s vision and goals for Kittitas County using creative graphics. We will work with County’s GIS Staff to illustrate the scenarios and assemble buildable lands capacity estimates. Considerations of the Voluntary Stewardship Program on undeveloped land will also be assessed in partnership with Kittitas County’s Conservation District. The options will be analyzed for their impact on services and infrastructure.

- Background information assembly, review and writing (natural environment, etc.)
- Review Kittitas County population and employment projections
- Evaluate potential economic trends
- Work with County Staff to develop 3 scenarios for meeting goals
- Work with County GIS for them to develop maps. Calculate buildable lands analysis for each scenario
- Working Group Meetings 2-5: Review of scenarios against goals/policies (4)

- Press Release II with links to web content

Deliverables

Background Analyses Reports

Land Use (Residential, Commercial, Industrial, Agriculture, Resource Lands, Public Facilities, Natural, Recreational, Utilities)
 Housing
 Economic Resilience
 Transportation
 Environmental (Natural, Human Safety, Climate Change, Open Skies)
 Parks
 Capital Facilities (Schools, Police, Fire)
 Utilities (Electricity)
 Rural Character

Background Analyses Report Review (population, housing and employment)

Background Analyses Report Review (economy)

Graphics, tables, etc. for each scenario as determined by Staff and CREÄ

Working Group Meeting 2-5: Trips (4), agenda, presentation, minutes

Press release 2

Schedule

Complete by May 15, 2017

Budget

\$27,000.00

3.3 PREFERRED GROWTH SCENARIO

Based on CREÄ presentation to the Working Group and Planning Commission review of the options, a preferred growth direction will be developed that will inform the distribution of land uses, densities and rural character.

Outline preferred growth scenario with Staff
 Coordination with County GIS
 Coordination with VSP
 Develop land use and infrastructure for preferred growth scenario
 Compare capacity for all land uses vs a vis economic opportunity
 Review land use map with COG and other local jurisdictions
 Working Group Meeting 6: Preferred direction against policies
 Commissioners Update 3: Preferred growth scenario/ policies
 Press Release IV: Summary growth direction

CREÄ Deliverables

Scenario Building: meeting notes

Scenario – Tables, graphics, etc.

Working Group 6: agenda, presentation, meeting minutes
Staff/Planning Commission Meeting: trip; meeting minutes
Land Use Analysis for Economic Outcomes: tables, memo
Press release – Preferred Scenario

Schedule

Complete by May 31, 2017

Budget

\$9,000.00

3.4 DEVELOP FINAL LAND USE PLAN AND ELEMENTS

The preferred growth direction will be recorded into the revised comprehensive plan document using a land use plan. This plan will be aligned with a revised infrastructure network and a plan for capital facilities.

Discuss final plan outline options with Staff.

Finalize population and economic opportunity distribution

Review and revise plan introduction, glossary.

Draft Plan Elements

1. Draft “Land Use” Element, related tables, and County maps.
2. Draft “Environmental” Element, related tables and County maps.
3. Draft “Rural Character” Element, related tables and County maps.
4. Review draft “Transportation and Circulation” Element, related tables and County maps.
5. Draft “Housing” Element, related tables.
6. Draft “Economic Resilience” Element, related tables.
7. Draft “Utilities” Element, related tables and County maps.
8. Draft “Capital Facilities” Element, related tables and County maps.
9. Draft “Parks and Recreation” Element, related tables and County maps.

Working Group Meeting 7: Review Draft Plan by Elements

Commissioners Update 4: Draft elements

Press Release IV: Summary land use direction

Deliverables

Staff Meeting: meeting notes

Report - draft elements

Economic Opportunity - report, tables

Working Group Meeting 7: trip, report edits, meeting minutes

Press release

Schedule

Complete by June 30, 2017

Budget

\$15,000.00

PHASE II

3.5 PLANNING COMMISSION REVIEW OF REVISIONS

Once the Working Group has delivered a comprehensive plan document, CREA will assist County Staff in securing Planning Commission approval and recommendation for adoption. It is likely that the document will be further edited and refined during this stage. Staff might have to host specific study sessions with the Commission to go over issues that are identified as concerns.

Publicize draft elements for public comment
Planning Commission study session to review draft Elements
CREA will update draft elements/ chapters/ maps and tables
Planning Commission review of draft elements

Deliverables

Press release
Planning Commission Study Session: trip; meeting minutes
Edited Draft: reports, tables
Call in; Edited Draft: reports, tables

Schedule

Complete by July 31, 2017

Budget

\$3,800.00

3.6 REVIEW UPDATES TO THE COUNTY DEVELOPMENT REGULATIONS

CREA will review existing regulations against plan direction. CREA will identify changes needed to zoning code, land division code, and their integration with SMP and CAO regulations. Notable instances of conflict will be noted and recorded in a memo. The interest in design standards will be assessed.

Identify changes needed to zoning code, land division code etc.
Assessment of Planning Commission review of Development Regulations.

Deliverables

Document (Microsoft Word) recording obvious instances of changes to existing regulations governing density and environmental regulations
Planning Commission: trip; meeting notes

Schedule

Complete by July 31, 2017

Budget

\$8,400.00

3.7 PLANNING COMMISSION PUBLIC HEARINGS

CREA anticipates that this update may demand extending services and infrastructure into areas with unmet needs. Public hearings hosted by the Planning Commission as well as the County Commissioners. CREA will host a study session with the Planning Commission to address concerns and questions, and will present key characteristics desired of comprehensive plans. If a Public Hearing is held by the Planning Commission, County Staff will work with the Planning Commission to note and report back to the CREA team any community and planning commission recommendations for editing the plan. CREA anticipates that County Staff will work with the Planning Commission at study sessions if more than one is needed.

- Planning Commission Study Session before hearings
- Planning Commission first public hearing on draft plan
- Planning Commission: Review hearing testimony / modifications
- Planning Commission conducts further review/ plan edits
- Planning Commission issues final recommendation for adoption by County Commission

Deliverables

Planning Commission Meeting: trip; meeting minutes
Document edits
Call in; report edits
Revised plan draft

Schedule

Complete by Sept 30, 2017

Budget

\$2,400.00

3.8 COUNTY COMMISSIONERS ADOPTION

CREA has assumed that County Staff will work with the commissioners to see the final plan document through the adoption process. CREA will host the first study session and attend the first Public Hearing for the plan update. County Staff might want to combine the County Commission's Study Session with the Planning Commission's as a Joint Study Session.

- County Commissioners study session
- County Commissioners Public Hearing
- Send Commerce 60 days notice of intent to adopt
- Publish notice of adoption in paper; triggers 60-day appeal period
- County Commission adoption by ordinance
- Submit final update ordinance to Department of Commerce

Deliverables

County Commissioners Study Session: Trip
County Commissioners Public Hearing: Trip
County Commissioners Plan Adoption: Trip

Schedule

Complete by Nov 31, 2017

Budget

\$2,400.00

3.9 REGULATIONS UPDATE

Updates to county regulations can be undertaken after the adoption of the Comprehensive plan. County Staff will have to submit the CAO to the Department of Ecology for review.

- Staff Call to review draft regulations
- Develop Draft Regulations
- Public Open House for draft regulations and zoning edits
- CAO Review/Edits
- County Commission/ Planning Commission Review Process

Deliverables

- Edited zoning document
- Edited draft CAO
- Staff and Planning Commission meetings to review zoning edits: agenda, reports, meeting minutes
- Public Open House: trip, agenda, boards, feedback summary

Schedule

Complete by Aug 31, 2017

Budget

\$18,000.00

3.10 PROJECT MANAGEMENT

CREA follows rigorous project management protocols that have allowed us to deliver all our projects on time and within budget.

Deliverables

- Monthly Invoices
- Monthly client coordination calls
- Quarterly budget review

Schedule

March through December, 2017

Budget

\$10,000.00

EXHIBIT "B"

Budget/Compensation/Schedule

4. REIMBURSABLES

4.1 Travel

CREÄ will charge for travel time and gas and car rental or will apply the federal mileage rate (\$0.535/mile) for travel to and from the County.

4.2 Lodging

CREÄ has not budgeted for overnight stay. If necessary, these costs will be applied towards the contingency.

4.3 Per diem

CREÄ will use federal rates for per diem costs which averages \$55/day/person.

4.4 Printing

CREÄ assumes that all project related printing and mailing will be undertaken by the County. For unanticipated oversized printing or bulk printing, CREÄ has set aside a printing budget as shown in Item 7 below.

Reimbursable Budget

\$3,500.00

5. Key Assumptions

Working with County Staff

CREÄ is set up to function as an extension of County Staff.

The budget and schedule rely on CREÄ's close working relationship with the County's Planning Official and the County's GIS Staff. Their roles and contributions are identified below in Items 6 and 7.

County Staff will lead the process and schedule for keeping the Planning Commission and the County Commission apprised of project updates.

County Staff will manage public outreach to various community groups, cities, institutions and other County departments. CREÄ is available to assist as requested through an email or memo of understanding. This time will be billed towards the contingency.

CREÄ will assist County Staff in developing the meeting foci and agenda for each Working Group meeting. CREÄ will summarize key issues discussed at meetings. County Staff will be responsible for all arrangements such as invitations, refreshments, communications etc. for Working Group meetings.

CREÄ will be copied or forwarded all correspondence related to the project; unless otherwise advised by County Commissioners. These include correspondence from the Working Group, other departments, Cities, Planning Commission, County

Commission and the public. CREÄ will record these in an online Communications Log that will be available for viewing and download by County Staff through Google docs.

5.2 Additional Services

The project and budget are included in the scope of services. Any change in tasks will be recorded in a memo of understanding and additional hours will be applied to the budget contingency identified in Items 6 and 7.

Currently there is no budget for an EIS. CREÄ can provide an EIS addendum and apply fees towards the contingency.

Does not include a budget for developing indicators for goals and performance measures for policies or actions.

Does not include a budget for hosting a one-day retreat with Planning Commission and County Commissioners.

5.3. Review Process and Timeline

- The project schedule is dependent on the timely review and response by County Staff of reports, memos, etc. that are delivered by CREÄ. A 1-week review period is built into each major deliverable. A delay in the review could cause a delay in the schedule. CREÄ will adjust the schedule when such delays occur.
- The process is built around a delivery a week in advance of material for Planning Commission, Working Group and County Commission meetings.

6. SCHEDULE

TASK	COMPLETE BY
Phase I	
1 Project Planning	13-March
2 Inventories and Analysis	15-May
3 Preferred Growth Scenario	31-May
4 Final Land Use Plan and Elements	30-Jun
5 Project Management	Mar. thru June
Phase II	
1 Planning Commission Review	31-Jul
2 Regulations Review	31-Jul
3 Planning Commission Hearings	30-Sep
4 County Commissioners Update	31-Nov
5 Regulations Update	31-Aug
6 Project Management	July thru Dec.

7. BUDGET

NO.	TASK	TASKBUDGET	BY PHASE
PHASE I			
1	Project Planning	\$ 3,500.00	
2	Inventories and Analysis	\$27,000.00	
3	Preferred Growth Scenario	\$ 9,000.00	
4	Final Land Use Plan and Elements	\$15,000.00	
5	Project Management	\$ 5,000.00	
6	Reimbursables	\$ 2,500.00	
	Total Phase I		\$62,000.00
PHASE II			
1	Planning Commission Review	\$3,800.00	
2	Regulations Review	\$8,400.00	
3	Planning Commission Hearings	\$2,400.00	
4	County Commissioners Update	\$2,400.00	
5	Regulations Update	\$18,000.00	
6	Project Management	\$5,000.00	
7	Reimbursable	\$2,000.00	
	Total Phase II		\$42,000.00
	Contingency	\$7,600.00	
	Total for Project		\$111,600.00

EXHIBIT "C"

Proof of Insurance

Shall be provided before time of signature.