# PROFESSIONAL SERVICES AGREEMENT

This Agreement dated as of _____, 2015, is made by and between Kittitas County (hereinafter "the County") and BERK (hereinafter "Consultant"). The County and Consultant agree as follows:

General Conditions
Exhibit A (Scope of Work)
Exhibit B (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 ___ day of _____, 2015, and continue until June 30, 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 ___ day of _____, 2015.

**APPROVED**:

CONSULTANT
BERK

_____
Signature of Signatory
(Date _____, 2015)

_____
Print Name of Signatory

BOARD OF COUNTY COMMISSIONERS
KITTITAS COUNTY, WASHINGTON

_____
Gary Berndt, Chairman

_____
Obie O'Brien, Vice-Chairman

_____
Paul Jewell, Commissioner

Attest:

_____
Clerk of the Board

Approved as to Form:

By:_____
Deputy Prosecuting Attorney

**Consultant's Address**:
BERK
2025 First Avenue, Suite 800
Seattle, WA 98121

**Project Contact:**
Kevin Ramsey
Senior Associate
BERK
OFFICE: 206-493-2373

**County's Address**:
Kittitas County
411 N. Ruby Street, Suite 2
Ellensburg, WA 98926

**Project Contact:**
Doc Hansen
Community Development Director
Kittitas County
OFFICE: 509-962-7046
FAX: 509-962-7682

**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 "B." Where Exhibit "B" requires payments by the County, payment shall be based upon billings, supported unless otherwise provided in Exhibit "B," 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 "B" 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 "B."

6. Assignment and Subcontracting:
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 "B" 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 defend, 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, whether such injury to persons or damage to property is due to 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. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

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:
Any written commitment received from the Consultant concerning this Agreement shall be binding upon the Consultant, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Consultant to fulfill such a commitment shall render the Consultant liable for damages to the County. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

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 Documents 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 ten (10) 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 completion of the portion of the work from which the claim arose, 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.

24. Confidentiality:

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 B" 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**

BERK shall provide consultant services for preparation of the required periodic update to Kittitas County's Comprehensive Plan and Development Regulations (2017 Update), as described in the following Scope of Work. This Scope of Work may be supplemented with additional tasks and budget at the direction of the County. The Scope of Work for any additional tasks negotiated will be billed on a time and materials basis not to exceed the agreed upon budget.

Should the County require additional tasks for this project that are outside the agreed upon Scope of Work additional Scopes of Work and cost estimates shall be prepared for the applicable work and this Professional Services Agreement will be modified with the authorization of the County.

# BERK Scope of Work - Kittitas County Projection, Allocation, and Land Capacity Analysis

Kittitas County Community Development Services (CDS) is seeking consulting services to provide population, demographic, and employment analysis and related studies necessary to allocate growth through a regional County-city consultation process, a foundation in comprehensive plan development. This proposed Scope of Work covers tasks related to population and employment projection, allocation, and land capacity analysis.

Task descriptions and budgets are provided separately below. All proposed tasks will be executed in close consultation with CDS staff and cities as appropriate. This scope may be supplemented with additional tasks and budget at the direction of the CDS Director and Kittitas County Board of Commissioners approval. The scope of work and any additional tasks negotiated will be billed on a time and materials basis for the not to exceed fee in the agreed budget.

## Project Description

An overview of each task is included below, followed by assumptions regarding data and support to be provided by CDS.

## Task 1. Meetings and Project Management

Two BERK staff will travel to Kittitas County for a kick-off meeting with CDS and interested cities. Up to four additional meetings with CDS and cities will be conducted, one in person and three virtually using screen sharing and teleconference.

# Task 2. Population and Employment Projections

## Task 2a. Population Projections

BERK will review the Office of Financial Management (OFM) population projections released in 2012 and conduct additional research to inform OFM's next round of projections that will be released in 2017. BERK will contact OFM and discuss the potential for influencing OFM's projections for the County due in 2017.
GMA requires counties to consider a population allocation in the range of OFM's low, medium and high forecasts. For infrastructure planning or phasing purposes, this Scope assumes evaluation of the 2012 medium forecast, and for conservative planning estimates, BERK will evaluate the 2012 high forecast. To identify recent trends and inform OFM's 2017 projection efforts, BERK will conduct an analysis of new Census data released after the 2012 OFM projections. BERK will also seek to identify historic factors related to population change and net migration that may not be considered in OFM's assumptions. Finally, BERK will analyze and consider new factors that may impact migration patterns in the future, such as transportation improvements on I-90, growth in telecommuting and long distance commuting, and the impacts of new transportation technologies. The findings of this analysis will be considered in the development of new population projections and documented in a memo for the County to submit to OFM.

## Task 2b. Employment Projections

GMA requires that communities plan for population growth for a 20-year period and consider employment needs, but does not require an employment projection or allocation (RCW 36.70a.110(2)). If the County or cities are considering UGA boundary revisions for employment purposes, it may be beneficial to conduct a countywide employment projection and UGA allocation (Task 4b) to size them in relation to population growth.
As part of Task 2b, BERK would develop and implement a methodology for projecting employment in Kittitas County. This would include review of regional projections and assumptions developed by the Washington State Employment Security Department. BERK would also work with the County and cities to identify factors that are unique to Kittitas County and may influence future employment change.

*Task 2 Deliverables: Population projection technical memo; Employment projection technical memo; Projection spreadsheets.*

# Task 3. Land Capacity Analysis

## Task 3a. Land Capacity Analysis for Residential Development

BERK will calculate total aggregate capacity for residential development within the current boundaries of each UGA where growth is anticipated to be allocated. Capacity will be measured both in dwelling units and population.
The steps for this task include:

- Prepare data entry template and instructions for County/cities: BERK will prepare a spreadsheet template for the entry of permit information by County and city planners. The permit data will be used to analyze achieved densities and help inform future assumed densities to apply in the land

capacity analysis. Permit information will also help to identify trends in urban and rural development.

- Analyze Census data and establish key assumptions: BERK will prepare a memo documenting a proposed set of assumptions for land capacity analysis for authorization by the County and cities, including densities, household size, market factor (land unavailable for development), lands for rights of way and public purposes, etc.
- Perform GIS analysis to determine land capacity by parcel: Using County and city-provided layers for parcels, critical areas, land use, zoning, public lands, etc., BERK will develop an estimate of buildable land.
- Calculate capacity by UGA: Applying key assumptions, BERK will estimate land capacity by UGA.

### Task 3b. Land Capacity Analysis for Commercial and Industrial Development

Under this task BERK would calculate total aggregate capacity for commercial and industrial development within the current boundaries of each UGA. Then BERK would determine aggregate capacity for commercial and industrial employment growth on these parcels based on density assumptions. This task also includes the development of user-friendly spreadsheets that the County and cities can used to test the impacts of adjusting assumptions or parcel zoning. The budget estimate assumes that the work would be conducted at the same time as the population land capacity analysis for efficiency.

*Task 3 Deliverables: Data entry template and instructions; Technical memo; Parcel capacity spreadsheet; UGA capacity analysis spreadsheet*

## Task 4. Growth Allocation

### Task 4a. Allocation of Population by Subarea

GMA requires counties to consider a population allocation in the range of OFM's low, medium and high forecasts and to consult with cities on the allocation of population. To inform the decision and provide alternatives for consideration in County and city land use plans and SEPA review, it is useful to compare two scenarios against one another. Therefore, this task includes analysis to develop two allocation scenarios:

- The Current Share Allocation would assume that each city/UGA maintain its current share of total population.
- The Trend Allocation would be developed by analyzing Census data from 2000 and 2010 and OFM data from 2010-2015 to calculate relative shares of countywide population growth during that period. New projected growth would then be allocated according to those shares.

This allocation would consider an urban/rural share, and within the urban share, allocation to cities and associated UGAs. If other subarea allocations are desired (e.g. master planned resorts or limited areas of more intense rural development) or if cities wish to adjust allocations to reflect policy choices which diverge from trends, this work could be conducted as part of a supplemental task.

### Task 4b. Allocation of Employment by Subarea and Industry

This task includes analysis to develop two employment allocation alternatives. The Current Share Allocation would assume that each UGA maintains its current share of total employment by sector, bounded by available capacity. The Trend Allocation would be based on an analysis of recent trends in development and employment growth by UGA and region of the county. This task could also consider allocations to non-UGA subareas and local knowledge and perspectives about factors likely to impact development.

*Task 4 Deliverables: Technical memo and UGA/subarea allocation spreadsheets*

## Task 5. Preferred Scenario

### Task 5a. Develop Preferred Population Scenario

Following the review of population projections, land capacity findings, and preliminary allocations by County and city staff, BERK will work with CDS to develop a preferred scenario that reflects city and County policy objectives. This task includes some time for additional analysis.

### Task 5b. Develop Preferred Employment Scenario

Following the review of employment projections, land capacity findings, and preliminary allocations by County and city staff, BERK would work with CDS to develop a preferred scenario that reflects city and County policy objectives. This task includes some time for additional analysis.

*Task 5 Deliverables: Technical memo and preferred scenario spreadsheet*

## Assumptions

The scope, budget, and schedule in this document are based on the following provisions, assumptions and conditions. The purpose of this list is to describe mutual expectations and understandings required of all parties to this Scope of Work to complete the project on time and within budget.

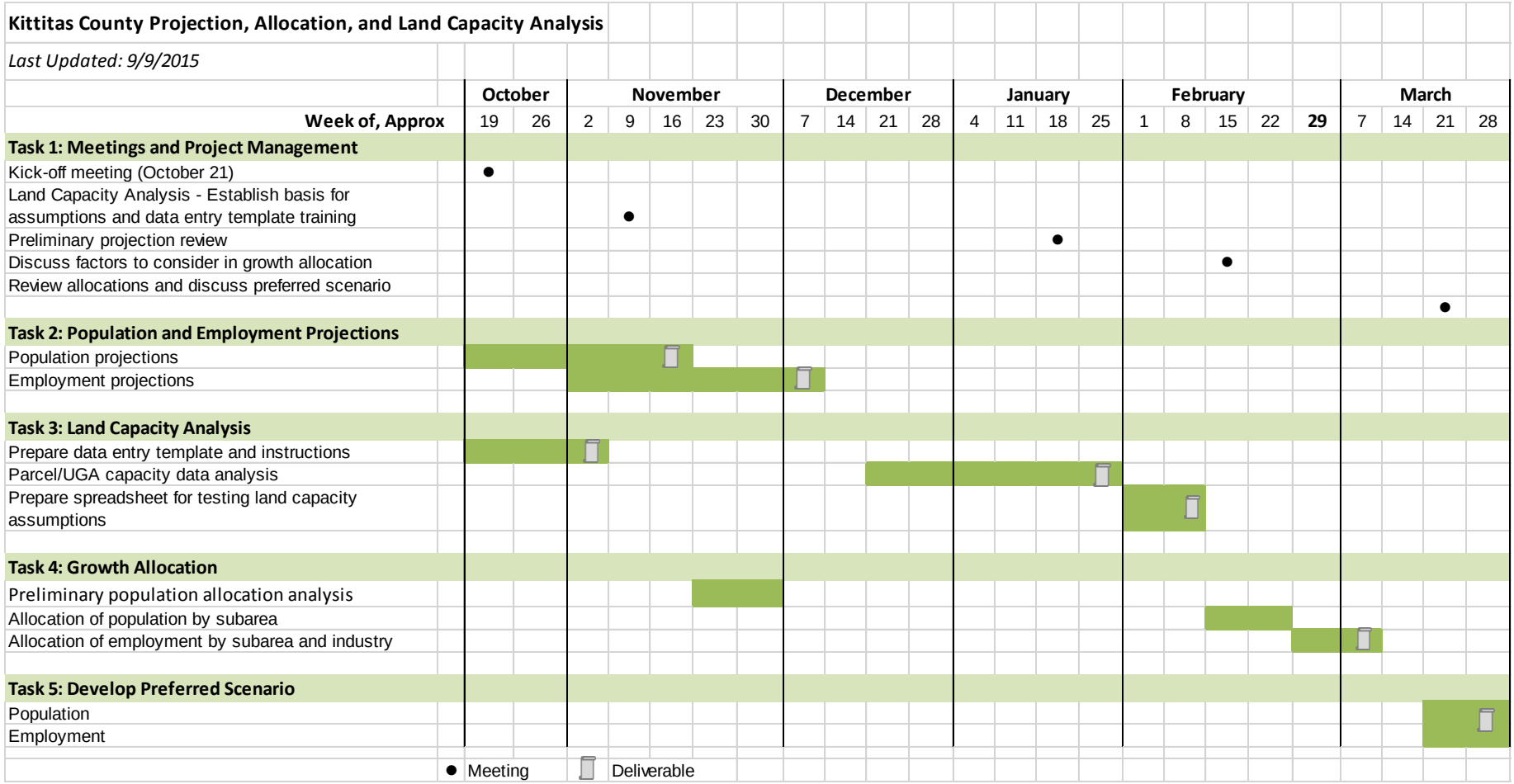
- Some data collection and preparation in support of Tasks 3a and 3b will be conducted by the County or individual cities and coordinated by CDS. BERK will provide instructions, standardized zoning and land use definitions, and a spreadsheet for inputting local data. BERK will also provide the most recent available housing occupancy rates and persons per household estimates by UGA based on Census data analysis. Data to be gathered and prepared by cities or the County include:
    - A GIS shapefile of all city and unincorporated UGA parcels with information about zoning and current assessed land use, classified by standardized categories. Parcel data should also include current number of dwelling units, assessed land value, and assessed improvement value.
    - A GIS shapefile with the locations of critical areas including: fish and wildlife habitat conservation areas, wetlands, critical aquifer recharge areas, frequently flooded areas, and geologically hazardous areas.

- Notable planned or permitted residential or institutional land use projects, such as university residence halls or master planned developments that significantly impact capacity to accommodate future growth.
- Assumptions about occupancy rates and persons per household for future growth.
- Assumptions about future development density (housing units per acre) by residential zone. This may be informed by an analysis of achieved densities based on the past ten years of development activity using instructions provided by BERK.
- Notable planned or permitted commercial, industrial or institutional land use projects that significantly impact future capacity.
- Assumptions about future development density (floor area ratio) by commercial/industrial zone. This may be informed by an analysis of achieved densities based on the past ten years of development activity using step by step instructions provided by BERK.
- Assumptions about occupancy rate and employment density (employment per building square foot) for future growth.

- Task 4b assumes that the County will provide sufficient data to conduct an employment trend analysis by sub-area. This could include data about completed commercial and industrial building permits for projects in both incorporated and unincorporated areas. This data would include the parcel number, land use type (commercial or industrial), year built, and building square footage. Parcel assessment data may be used as a substitute if similar information is provided.
- CDS will coordinate outreach to cities and other stakeholders wishing to inform UGA allocations. In addition to regular check-ins with CDS staff, BERK will participate in two virtual meetings with County and city staff to discuss preliminary and preferred projections/allocations.
- Budget cost estimates for each task may be transferred from one task to another due to greater or lesser level of effort, provided that each task is completed and the total budget is not exceeded.
- Additional service requests or alterations beyond those described in this document will require contract modifications or explicit, pre-approved substitutions. BERK will not perform additional work until written authorization is provided.

# Schedule

The proposed schedule is presented below. The Consultant will prepare regular progress reports with monthly billings to the County, and the schedule may be adjusted based on project needs to the mutual agreement of the County and Consultant.



## EXHIBIT "B"

## COMPENSATION

The consulting services required will be billed on an hourly rate basis.

### Hourly Rates

| Staff[1] | Hourly Range |
|---|---|
| Lisa Grueter | $175 |
| Kevin Ramsey | $150 |
| Lisa Sturdivant | $125 |
| Aaron Raymond | $125 |

[1]These staff are those identified in the BERK proposal submitted to the Kittitas County on 9/10/15. Individuals may be added or changed as project needs are better defined.

### Reimbursable Expenses

| REIMBURSABLES | |
|---|---|
| **Item** | **Rate** |
| Mileage | at current IRS reimbursement rate |
| Copies | Copies - B/W $0.10 each page<br>Copies – Color $0.35 each page<br>Printing - Large Format (34"x44") $28.50 each page<br>Printing - Small Format (22"x44") $13.00 each page |
| Lodging | At cost |

# Budget

The table on the next page estimates the cost associated with each task.

| | Total Estimated Cost by Task |
|---|---|
| **Task 1. Meetings and Project Management** | |
| Kick off meeting in Kittitas County (includes travel time) | $2,300 |
| Four additional meetings (one in person and two by teleconference and screen sharing) | $4,400 |
| **Subtotal** | **$6,700** |
| **Task 2a: Population Projections** | |
| Analysis and county consultation | $5,900 |
| Develop memo for OFM | $1,800 |
| **Subtotal** | **$7,700** |
| **Task 2b: Employment Projections** | |
| | $4,500 |
| **Subtotal** | **$4,500** |
| **Task 3a: Land Capacity Analysis for Residential Development** | |
| Prepare data entry template and instructions for County/cities | $2,000 |
| Analyze Census data and establish key assumptions: | $2,200 |
| GIS analysis to determine land capacity by parcel | $7,200 |
| Additional analysis to calculate capacity by UGA | $2,500 |
| **Subtotal** | **$13,900** |
| **Task 3b: Land Capacity Analysis for Employment Growth** | |
| Expand data entry template and instructions to include commercial/industrial lands | $1,500 |
| Supplemental data analysis for commercial and industrial lands | $2,400 |
| Prepare spreadsheets for testing land capacity assumptions | $2,500 |
| **Subtotal** | **$6,400** |
| **Task 4a: Allocation of Population by Subarea** | |
| Develop current share allocation | $1,200 |
| Develop trends allocation | $1,600 |
| **Subtotal** | **$2,800** |
| **Task 4b: Allocation of Employment by Subarea and Industry** | |
| | $5,200 |
| **Subtotal** | **$5,200** |
| **Task 5a: Develop Preferred Population Scenario** | |
| Refine projection and allocation based on county and city feedback | $3,200 |
| **Subtotal** | **$3,200** |
| **Task 5b: Develop Preferred Employment Scenario** | |
| Refine projection and allocation based on county and city feedback | $2,100 |
| **Subtotal** | **$2,100** |
| **Subtotal Consultant Cost** | **$52,500** |
| **Project Expenses @ ~2% of project budget** | **$1,000** |
| **Estimated Project Total** | **$53,500** |

Any other expenses shall be subject to prior approval by the County and shall only be reimbursed at cost, with no markup.

## EXHIBIT "C"

## PROOF OF INSURANCE

The Consultant shall secure and maintain in effect at all times during performance of the Work such insurance as will protect Consultant, its Support and the Additional Insured's from all claims, losses, harm, costs, liabilities, damages and expenses arising out of personal injury (including death) or property damage that may result from performance of the work or this Agreement, whether such performance is by Consultant or any of its Support.

The Consultant shall provide proof of insurance for 1) Commercial (comprehensive) General Liability insurance with coverage limits not less than $1,000,000 combined single limit per occurrence and annual aggregates. 2) Professional Liability and 3) Employers Liability insurance shall be maintained with at least $1,000,000 coverage. Proof of a policy of 4) Commercial Automobile Liability Insurance, including coverage for owned, non-owned, leased, or hired vehicles written on an insurance industry standard form or equivalent, with limits of liability not less than $1,000,000. Worker's Compensation shall be in the amount required by law. Upon the request of the County, Consultant shall furnish the County a certificate of insurance with Endorsement as evidence that policies providing insurance required by this Agreement are in full force and effect. The type of insurance required by this Agreement is marked below.

☐ 1) Commercial General Liability Insurance
Certificate Holder – Kittitas County
The Certificate must name the County as additional insured as defined in the Agreement
Thirty (30) days written notice to the County of cancellation of the insurance policy.

☐ 2) Professional Liability
Certificate Holder – Kittitas County
Thirty (30) days written notice to the County of cancellation of the insurance policy

☐ 3) Employers Liability.
Thirty (30) days written notice to the County of cancellation of the insurance policy.

☐ 4) Commercial Automobile Liability Insurance.

Thirty (30) days written notice to the County of cancellation of the insurance policy.

NOTE: No contract shall form until and unless a copy of the Certificate of Insurance, properly completed and in the amount required, is attached hereto.