

## **PROFESSIONAL SERVICES AGREEMENT**

This Agreement dated as of September 19, 2017 is made by and between Kittitas County (hereinafter "the County") and Beckwith Consulting Group (hereinafter "Contractor"). The County and Contractor 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 5th day of September, 2017, and end on the 31<sup>st</sup> Day of December 2018. 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.

Contractor 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 \_\_\_\_\_, 2017.

**APPROVED:**

Beckwith Consulting Group

BOARD OF COUNTY COMMISSIONERS  
KITTITAS COUNTY, WASHINGTON

\_\_\_\_\_  
Signature of Signatory  
(Date \_\_\_\_\_)

\_\_\_\_\_  
Paul Jewell, Chairman

\_\_\_\_\_  
Print Name of Signatory

\_\_\_\_\_  
Laura Osiadacz, Vice-Chairman

\_\_\_\_\_  
Obie O'Brien, Commissioner

Attest:

\_\_\_\_\_  
Clerk of the Board

Approved as to Form:

By: \_\_\_\_\_  
Deputy Prosecuting Attorney

**Contractor Address:**  
Beckwith Consulting Group  
PO Box 704  
LaConner, WA 98257

**County's Address:**  
Kittitas County  
205 West 5<sup>th</sup> Avenue, Suite 108  
Ellensburg, WA 98926

**Project Contacts:**

Tom Beckwith  
Beckwith Consulting Group



A handwritten signature in black ink, appearing to be 'T. Beckwith', with a horizontal line extending to the right.

**Project Contacts:**

Paul Jewell, County Commissioner  
Judy Pless, Budget & Finance Manager  
Kittitas County

## **GENERAL CONDITIONS**

### **1. Scope of Contractor's Services:**

Contractor 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:**

Contractor 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, Contractor 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: Contractor's directors, officers, employees, agents and representatives; and sub-Contractors of any tier; the respective directors, officers, employees, agents and representatives of these sub-Contractors of any tier; and any other person or entity acting under the direction or control of, or on behalf of, Contractor or any Contractor's sub-Contractors 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 duties listed in Exhibit A and the performance of all other obligations, under this Agreement by Contractor or its Support.

### **5. Accounting and Payment for Contractor Services:**

Payment to the Contractor 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 Contractor for any costs or expenses incurred by the Contractor in performance of this Agreement.

Where required, the County shall, upon receipt of appropriate documentation, compensate the Contractor, no more often than monthly, through the County voucher system, for the Contractor's service 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 Contractor's services shall be furnished by the Contractor 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 Contractor as an independent Contractor.

The Contractor acknowledges that the entire compensation for this Agreement is specified in Exhibit "B" and the Contractor 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.

Contractor 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 paragraph.

8. No Guarantee of Employment:

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

9. Taxes:

The Contractor understands and acknowledges that the County will not withhold Federal or State income taxes. Where required by State or Federal law, the Contractor authorizes the County to make withholding for any taxes other than income taxes (i.e. Medicare). All compensation received by the Contractor 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 Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Agreement. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor'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 Contractor must pay all other taxes including, but not limited to: Business and Occupation Tax, taxes based on the Contractor'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 Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for 6 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 Contractor ("Change Notice") makes 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 Contractor's cost of, or the time required for, performance of the Work, an equitable adjustment in the compensation to Contractor 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, Contractor shall proceed in accordance with all Change Notices. Contractor 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, Contractor shall be entitled to compensation associated with changing the Work, such as revising design already completed, revising calculations already performed, and revising documents.

13. Termination for Default:

If the Contractor 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 Contractor 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 Contractor 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 Contractor. The Contractor 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 Contractor 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 Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. In the event of such termination, an equitable adjustment shall be made in the compensation payable to Contractor.

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 Contractor agrees to and shall defend, indemnify and hold harmless the County, its Additional Insured's, appointed and elective officers, agents 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, agents, 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 Contractor, its sub-Contractors, 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, agents, 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 Contractor 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 Contractor. **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 law of the State of Washington.

18. Withholding Payment:

In the event the Contractor has failed to perform any obligation to be performed by the Contractor 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 Contractor, 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:

The Contractor represents and warrants to the County as follows:

- 20.1 The Contractor is duly incorporated, validly existing and in good standing under the laws of the State of Washington, and has all requisite corporate



- power and authority to enter into and to perform its obligations under this Agreement.
- 20.2 The Contractor has the authority to execute this Agreement, to make the representations and warranties set forth in it and to perform the obligations of the Contractor under this Agreement in accordance with its terms.
- 20.3 This Agreement has been validly executed by an authorized representative of the Contractor and constitutes a valid and legally binding and enforceable obligation of Contractor.
- 20.4 The Contractor has or will obtain prior to the commencement date such licenses, permits and other authorizations from federal, state and other governmental authorities, as are necessary for the performance of its obligations under this Agreement.
- 20.5 The Contractor is not in violation of any applicable law, ordinance or regulation the consequence of which will or may materially affect Contractor's ability to perform its obligations under this Agreement. The Contractor is not subject to any order or judgment of any court, tribunal or governmental agency which materially and adversely affects its operations or assets in the State of Washington, or its ability to perform its obligations under this Agreement.
- 20.6 None of the representations or warranties in this Agreement, and none of the documents, statements, certificates or schedules furnished or to be furnished by Contractor pursuant hereto or in connection with the performance of the obligations contemplated under this Agreement, contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary to make the statements of fact contained therein not misleading.

21. Patent/Copyright Infringement:

Contractor 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 Contractor infringes any patent or copyright. The Contractor 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 Contractor shall be notified promptly in writing by County of any notice of such claim.
- 21.2 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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. Contractor 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 Contractor 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 Contractor 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 Contractor and/or its consultants or sub-Contractors, in connection with performance of this Agreement shall be the sole and absolute property of the County.

24. Confidentiality:

The Contractor, its employees, sub-Contractors, and their employees shall maintain the confidentiality of all information provided by the County or acquired by the Contractor 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. Contractor shall immediately give to the County notice of any judicial proceedings seeking disclosure of such information. Contractor 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 Contractor'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 Contractor to the department head of the department for whom services are rendered, and to the Kittitas County Commissioners, 205 W 5<sup>th</sup> Ave, Suite 108, Ellensburg, WA 98926. Notice to the Contractor 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 Contractor, 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 of remedies afforded to the County by any other provisions of this Agreement, by any of Contractor's Support or by law.
- 27.4 The headings of sections and paragraphs of this Agreement are for convenience of reference only and are not intended to restrict, affect or be of any weight in the interpretation or construction of the provisions of such sections or paragraphs.

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, 28, 30, and 31, shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

30. Nondiscrimination:

30.1 The County is an equal opportunity employer.

30.2 Nondiscrimination in Employment

In the performance of this Agreement, the Contractor will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, sexual orientation, marital status, age or the presence of any sensory, mental or physical handicap; provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular worker involved. The Contractor shall ensure that applicants are employed, and that employees are treated during employment without discrimination because of their race, creed, color, national origin, sex, sexual orientation, marital status, age or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. The Contractor shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.

30.3 Nondiscrimination in Services

The Contractor will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, sexual orientation, marital status, age or the presence of any sensory, mental or physical handicap.

30.4 If any assignment and/or subcontracting has been authorized by the County, said assignment or subcontract shall include appropriate safeguards against discrimination. The Contractor shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

31. Prevailing Wage:

Contractor shall pay the prevailing rate of wages to all workers, laborers, or mechanics employed in the performance of any part of the Work in accordance with RCW 39.12 and the rules and regulations of the Department of Labor and Industries. The schedule of prevailing wages rates for the locality or localities of the Work is determined by the Industrial Statistician of the Department of Labor and Industries. It is the Contractor's responsibility to verify the applicable prevailing wage rate. It is understood that the Contractor is responsible for obtaining and completing all required government forms and submitting same to the proper authorities.

Disputes regarding prevailing wage rates shall be referred for arbitration to the Director of the Department of Labor and Industries. The arbitration decision shall be final and conclusive and binding on all parties involved in the dispute as provided for by RCW 39.12.060.

## **EXHIBIT "A"**

### **SCOPE OF WORK**

In addition to providing all material and labor, the Contractor shall perform the following:

Under the supervision and direction of the Kittitas County Public Lands Advisory Committee (PLAC), the Contactor agrees to provide the following services and engage in the following activities to develop the Kittitas County Yakima River Access Development Strategy:

#### **Task 1a: Assist in the formation of a citizen's advisory committee**

Assist in forming the Upper Yakima River Access Plan Advisory Committee. Membership may include the following as well as others as directed:

**Cities and County** – Cle Elum, Ellensburg, Kittitas County Sheriff

**Riverfront Communities** – Easton, Teanaway, Thorp, Bristol, Horlick, Holmes, Umptanum, Wymer

**State Agencies** – WDFW, DOE, WSDOT, State Parks

**Federal Agencies** – USFS, USFWS, BOR, BLM

**Tribes** – The Yakama Nation

**Conservation Groups** – American Rivers, Trout Unlimited, KEEN

**User Groups** – Yakima River Runners, River Riders, Local Guide Shops, Kittitas County Field and Stream Club, Cascade Field and Stream Club, Local outfitters

**Members of the public at large**

#### **Task 1b: Conduct a retreat**

Conduct a workshop with county staff, the Public Lands Advisory Committee, a citizens advisory committee and others deemed appropriate to strategize:

**Vision** – concerning the context, scope and particulars of the Upper Yakima River Access Plan and related scope of work.

**Assessment** – of the projects that have been completed to date, including the Yakima River Canyon Scenic Byway, Yakima River Basin Water Enhancement Project, Yakima Basin Conservation Campaign, Yakima River Basin Integrated Water Resources Management Plan, City-to-Canyon Trail Route, and Skyline Trail among other proposals.

**Participants** – identify who and how to involve river-oriented public, non-profit and for-profit entities, conservation and user groups, and public at large in the process.

Include in the outreach strategy the development of a webpage that can function as a newsletter on the counties website. Post newsletters and other materials on

planning process, schedule, meeting dates and locations, plan proposals, and other particulars on a continuous basis to inform interested parties and the general public.

#### Task 2a: Inventory river access sites

Inventory all lands, sites, and access improvements owned by public, non-profit, and for-profit entities. Assess the history, condition, development, and use capabilities as well as other relevant features of each site and facility that has been developed. In addition, assess the history, condition, potential development and use capabilities of other sites which may be made available for public river access. Existing and potential site evaluations shall include both Yakima River locations as well as off-channel tributary locations which provide access to the within one mile or less of the Yakima River. Inventory assessments shall include:

- Land and site ownership and/or river access use agreements;
- River context including flow, current, flooding, hazards, fisheries, and other conservation management provisions;
- Physical river access site setting including topography, shoreline, vegetation and other characteristics;
- Access from public roadways and trails;
- Improvements for motorized and non-motorized boat launches, put-in sites, transient docks and moorings;
- Wildlife habitat including fishing and hunting resources and opportunities;
- Trailhead services including power, water, sanitary and refuse;
- Cultural resources if known;
- Use history including purpose, groups and peak event volumes;
- Adjacent property land use and any potential conflicts.

#### Task 2b: Identify access opportunities

Conduct a series of interviews and workshops with river access conservation and user groups to determine:

**Representation** – including the mission, membership, resources and geographic representation of each conservation agency, user and interest group to be affected by or on your river access plan contents and implementation;

**Programs, services and facilities** – provided on a yearly or seasonal basis on or along the river by each group;

**Issue** – of interest for each group including access locations, improvements, utilizations, conflicts and other particulars;

**Suggestions** – for desired and potential river access site locations, improvements and other particulars including acquisition or lease or use or joint venture development or maintenance opportunities to be considered during the river access planning process.

#### Task 2c: Conduct public/user group survey

Conduct an on-line survey of river access conservation and user group members and county residents to determine:

**Reason for using** – existing public, non-profit, private and unauthorized river access sites and facilities including evaluation and assessment of locations, improvements, utilizations, conflicts and other particulars;

**Level of satisfaction** – with existing official and unofficial river access sites and improvements including design, condition, availability, safety and services;

**Desire** – for specific river access site locations, improvements, use designations and other particulars;

**Preferences** – including willingness to donate or commit funds, pay fees, bonds, levies or other financial measures with which to implement their proposals.

#### Task 2d: Tour river access sites

Tour existing and potential river access sites with the Upper Yakima River Access Plan Advisory Committee to evaluate:

- River context including flow, current, flooding, hazards, fisheries and other conservations and management provisions and programs;
- Physical river access site setting including topography, shoreline, vegetation and other characteristics;
- Access from public roadways and trails;
- Existing and potential for improvements for motorized and non-motorized boat launches, put-ins, and transient docks and moorings;
- Quality and impact on wildlife habitat including fishing and hunting resources;
- Impact on existing cultural resources;
- Existing and potential for trailhead services including power, water, sanitary, and refuse disposal;
- Existing and potential for user interests and accommodations including seasonal and annual volumes, designations, and peak event requirements;
- Existing and potential for adjacent property land use and conflicts if any.

#### Task 2e: Review of findings

Provide a review of the results of the river inventory assessment of existing and potential properties and sites, workshops with river conservation agencies and user group representatives, surveys of river users and county residents, and tours of existing and potential river access sites during public workshop review sessions with the BOCC, the Kittitas County Public Lands Advisory Committee, county staff,



Upper Yakima River Access Plan Advisory Committee, and others deemed appropriate.

Workshop participants will clarify policy issues and identify sites to be surplus, acquired and improved in following tasks.

#### Task 3a: Develop goals and strategies

Based on the results of task 2e, define the following:

##### **Goals**

- **Priorities** – for specific river access sites to be closed, acquired, and improved;

##### **Strategies**

- **Role/responsibility options** – for acquisition and development, for maintenance as well as possible joint ventures with cities, waterfront communities, state agencies, federal agencies and tribes as well as other public, non-profit and private entities.

#### Task 3b: Select strategies

Review goal statements and strategy options during a workshop review session with the BOCC, the Kittitas County Public Lands Advisory Committee, county staff, the Upper Yakima River Access Plan Advisory Committee, and others deemed appropriate.

Workshop participants will resolve final goal statements and select strategy approaches to be used in the development of the final plan.

#### Task 4a: Develop river access plans schematic design

Based on the results of task 2 and 3, develop schematic plans for the following existing site renovations and improvements and propose site acquisitions and developments including:

- Closure or transfer of surplus or unusable river access sites to other public, non-profit, or private entities;
- Site acquisition or lease or use agreements with public, non-profit, or private property owners or agencies;
- Access road improvements including turning lanes, on and off-street parking and loading areas;
- Motorized and hand-carry boat launch ramps or put-ins, temporary moorage platforms, docks or moorages;
- Site services including power, water, sanitary and refuse disposal;
- Site improvements including picnic tables and shelters, RV and tent campsites and other amenities;
- Wayfinding and interpretive signage to and on site.

#### Task 4b: Conduct open house events

Conduct open house events with public, non-profit and for-profit sponsors, river conservation agencies, user groups and interested public-at-large at various locations along to river corridor. Post the river access plan proposals and open house survey questions on a newsletter on the county website.

#### Task 4c: Review/select preferred river access plan elements

Review the river access plan proposals and open house results with the BOCC, the Kittitas County Public Lands Advisory Committee, county staff, the Upper Yakima River Access Plan Advisory Committee and others deemed appropriate at public workshop sessions. Participants will review the comments and select preferred river access plan elements to be programmed for implementation.

#### Task 5a: Develop implementation program

Based on the results of task 4c, develop a detailed 1-6 and 7-20 year implementation program to achieve the river access plan proposals including:

- **R&R cost containment** – defining your repair and replacement life cycle and end of useful life costs for existing and proposed river access sites through the application of low impact development, sustainable materials, stewardship contract and agreements, user group in-kind sponsorship and consolidated cyclical scheduling;
- **Prioritized 6/20 year capital facilities program** – of the proposed river access plan project closure, acquisition, design, and development project costs with possible funding sources or methods along with any joint venture agreements with other public, non-profit, for-profit partners, community organizations or other user groups;
- **Facility financial scenarios** – funding acquisition and development projects with RCO, LWCE and ALEA grants, lodging taxes, special property tax levies, general obligation bonds, and/or joint ventures with other public, non-profit or for-profit agencies, community organizations or other user groups;
- **Performance or benchmark measures** – measuring progress on meeting the river access plan implementation actions with any necessary adjustments to achieve success. Resolve which package of cost containment and funding sources provides the most stable financing strategies for the river access plan implementation for the 1-6 and 7-20 year periods.

#### Task 5b: Conduct open house events

Conduct open house events with public, non-profit and for-profit sponsors, river conservation agencies, user groups and interested public-at-large on the implementation proposals. Post the proposals and open house survey questions in a newsletter on the county website.

Task 5c: Review and select implementation measures

Review the river access plan implementation particulars and open house results with the BOCC, the Kittitas County Public Lands Advisory Committee, county staff, the Upper Yakima River Access Plan Advisory Committee, and others deemed appropriate.

Workshop participants will select capital facility projects, revenue sources, all implementation particulars and performance measures.

Task 6a: Edit/publish the Upper Yakima River Access Plan documents

Edit and publish the following:

- **Powerpoint presentations** – of the executive summary of the river access plan proposals on the county website;
- **Narrative document** – with the goal and strategy statements, river inventory and assessments, existing and potential river access sites, tour and survey results, access plan acquisition and improvements, financial implementation and performance measures.

Task 6b: Adopt the Upper Yakima River Access Plan, CFP, and performance measures

Assist in presenting and discussing the contents of the Yakima River Access Plan and CFP with the BOCC to complete GMA and RCO required hearings for review and adoption proceedings.

**EXHIBIT "B"**

**COMPENSATION**

As full compensation for satisfactory performance of the work, the County shall pay Contractor compensation not to exceed:

\$50,000.00 (Fifty-thousand dollars and no cents), billable in increments as tasks are completed.

## EXHIBIT "C"

The Contractor shall secure and maintain in effect at all times during performance of the Work such insurance as will protect Contractor, 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 Contractor or any of its Support.

All insurance shall be issued by companies admitted to do business in the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports unless otherwise approved by the County. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.

The Contractor shall provide proof of insurance for:

- 1) Commercial General Liability Insurance.
  - Coverage limits not less than:
    - \$1,000,000 per occurrence per project
    - \$2,000,000 general aggregate
    - \$1,000,000 products & completed operations aggregate
    - \$1,000,000 personal and advertising injury, each offense
  - Certificate Holder – Kittitas County
  - The Certificate must name the County as additional insured as defined in the Agreement
  - Sixty (60) days written notice to the County of cancellation of the insurance policy.
- 2) Stop Gap/Employers Liability.
  - Coverage limits not less than:
    - \$1,000,000 each accident
    - \$1,000,000 disease – policy limit
    - \$1,000,000 disease – each employee
  - Thirty (30) days written notice to the County of cancellation of the insurance policy.
- 3) Commercial Automobile Liability Insurance.
  - Automobile Liability for owned, non-owned, hired, and leased vehicles, with an MCS 90 endorsement and a CA 9946 endorsement attached if 'pollutants' are to be transported.
  - Coverage limits not less than:
    - \$1,000,000 combined single limit
  - Thirty (30) days written notice to the County of cancellation

of the insurance policy.

4) Workers' Compensation.

- Workers' Compensation in amounts required by law.

Contractor 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. Contractor hereby waives all rights of recourse, including any right to which another may be subrogated, against Kittitas County for personal injury, including death, and property damage. Contractor's insurance policies required above shall be primary insurance and shall be non-contributing with any other insurance maintained by Kittitas County.

The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee-owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers or contractors as well as to any temporary structures, scaffolding and protective fences.

The Contractor shall have sole responsibility for ensuring the insurance coverage and limits required are obtained by subcontractors.

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