

**CITY OF COVINGTON  
CONSULTANT AGREEMENT**

Contract No. \_\_\_\_\_  
**ATTACHMENT 1**

**THIS AGREEMENT** is entered into this 29th day of April, 2015 (“Effective Date”), by and between the City of Covington, Washington, a Washington municipal corporation (the “City”), and Stalzer and Associates, (the “Consultant”), a sole proprietorship. The City and the Consultant are collectively referred to in this Agreement as the “Parties”.

**WHEREAS**, the City has determined the need to have certain professional services performed for its citizens but does not have the manpower or expertise to perform such services; and

**WHEREAS**, the City desires to have the Consultant perform such professional services pursuant to certain terms and conditions; now, therefore,

**IN CONSIDERATION OF** the mutual benefits and conditions hereinafter contained, the Parties hereto agree as follows:

- 1. Scope of Services.** The Consultant shall perform those services described on Exhibit A, Scope of Services, attached hereto and incorporated herein by this reference (the “Services”), performed to the City’s satisfaction, within the time period prescribed by the City, pursuant to the direction of the City, and up to the limit of available funds. In performing the Services, the Consultant shall comply with all federal, state, and local laws and regulations, including, without limitation, all City codes, ordinances, resolutions, standards, and policies, as now existing or hereafter adopted or amended, that may be applicable to its performance. The Consultant shall not modify in any way the scope or schedule of the Services without the prior written approval of the City. Time is of the essence in every aspect of performance of the Services.
- 2. Term of Agreement.** This Agreement shall be in full force and effect from the Effective Date through and until **December 31, 2015**, unless sooner terminated under the provisions hereinafter specified.
- 3. Compensation and Method of Payment.** **The total amount to be paid under this Agreement shall not exceed ninety six thousand dollars (\$96,000).** The City shall pay the Consultant for Services rendered on a time and expenses basis based upon the Consultant’s rates as indicated on Exhibit B, Stalzer and Associates 2015 Schedule of Standard Fees and Reimbursable Expenses (the “Rates”), attached hereto and incorporated herein by this reference, and upon receipt of invoice from the Consultant. The Consultant shall not amend the Rates in any way without prior written approval from the City. Payment will only be made by the City after the Services have been satisfactorily performed, an invoice is submitted in a form acceptable to the City, and the same is approved by the appropriate City representative. Payment by the City shall be made no later than ten (10) days after said approval. Prior to or along with the first invoice submitted, the Consultant shall return to the City a completed “Request for Taxpayer Identification Number and Certification,” also known as IRS form W-9. The Consultant shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of the performance and payment of this Agreement.
- 4. Independent Contractor.** It is the intention and understanding of the City and the Consultant that the Consultant shall be an independent contractor and that nothing in this Agreement shall be considered to create the relation of employer and employee or principal and agent between the Parties hereto. The City shall be neither liable nor obligated to pay the Consultant sick leave, vacation pay, or any other benefit of employment and the Consultant shall pay all income and other taxes due. The Consultant shall be solely responsible for its acts and for the acts of its agents, employees, sub-consultants, or representatives during the performance of this Agreement. The Consultant shall have the sole judgment of the means, mode, or manner of the actual performance of this Agreement. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing this Agreement.
- 5. Warranty.** The Consultant warrants that it has the requisite training, skill, and experience necessary to provide the Services and is appropriately accredited and licensed by all applicable agencies and governmental entities, as applicable. The Consultant shall be responsible for the professional quality, timely completion, and coordination of all work products prepared or performed as part of the Services under this Agreement. The Consultant shall perform its work in accordance with the requirements of this Agreement and pursuant to the standards of professional care, skill, diligence, and competence as are normally exercised by other members

and/or firms of the profession in good standing working under the same or similar conditions and circumstances and in similar communities as the Services provided by the Consultant under this Agreement. The Consultant shall be responsible for the professional standards, performance, and actions of all persons and firms performing work pursuant to this Agreement on behalf of the Consultant. The City shall also have the right to deduct from payments to the Consultant any costs or damages incurred by the City, or which may be incurred by the City, as a result of the Consultant's failure to comply with the requirements of this Agreement or failure to meet the professional standard of care and skill, or both. Neither the City's review, approval, acceptance of, and/or payment for any Services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

**6. Ownership and Use of Documents.** Any and all original records, reports, designs, files, documents, drawings, specifications, data, or information, regardless of form or format or if finished or unfinished, and all other materials prepared or produced by the Consultant in connection with the Services under this Agreement (the "Materials") shall be the property of the City whether the project or purpose for which they were created is executed or not. At the termination or expiration of this Agreement, and at the written request of the City, any and all such Materials or information remaining in the possession of the Consultant shall be delivered to the City in their original format, or any other available format as requested by the City, within five (5) business days. No confidential information obtained or created by the Consultant shall be disclosed to any person or party other than the City without the City's prior written consent.

**7. Record Keeping and Reporting.** The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs associated with performance of the Services required under this Agreement and other such records as may be deemed necessary by the City to ensure the performance of this Agreement for a period of six (6) years from completion of all services. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review, or audit by law during the performance of this Agreement.

**8. Indemnification.** The Consultant shall indemnify, defend, and hold harmless the City, its officers, agents, and employees, from and against any and all claims for damages, losses, or liability, including attorney's fees, arising from the negligent act, omission, or failure of the Consultant, its officers, agents, and employees, in performing the Services under this Agreement. Notwithstanding anything to the contrary herein, the maximum liability of Consultant to City pursuant to this Section 8 shall be equal to the maximum consideration payable to Consultant under this Agreement. WITH RESPECT TO THE PERFORMANCE OF THIS AGREEMENT AND AS TO CLAIMS AGAINST THE CITY, ITS 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 OBLIGATION TO INDEMNIFY, DEFEND, AND HOLD HARMLESS PROVIDED FOR IN THIS PARAGRAPH EXTENDS TO ANY CLAIM BROUGHT BY OR ON BEHALF OF ANY EMPLOYEE OF THE CONSULTANT. THIS WAIVER IS MUTUALLY NEGOTIATED BY THE PARTIES. This paragraph shall not apply to any damage resulting from the sole negligence of the City, its agents, and employees. To the extent any of the damages referenced by this paragraph were caused by or resulted from the concurrent negligence of the City, its agents, or employees, the Consultant's obligation to indemnify, defend, and hold harmless the City is valid and enforceable only to the extent of the negligence of the Consultant, its officers, agents, and employees. The provisions of this section shall survive the expiration or termination of this Agreement.

**9. Insurance.** The Consultant shall at a minimum procure and maintain for the duration of this Agreement the following insurance against claims which may arise from or in connection with the performance of the Services hereunder by the Consultant, its agents, representatives, or employees and in such forms and with such carriers who have a rating satisfactory to the City [*required insurance coverage under this Agreement is indicated with a checkmark – if not required, indicate with "NA"*]:

- 9.1.  **Commercial General Liability.** Commercial general liability insurance covering liability arising from premises, operations, independent contractors, personal injury, and advertising injury and written on ISO occurrence form CG 00 01 with combined single limits of liability not less than \$1,000,000 each occurrence, \$2,000,000 general aggregate for bodily injury, including personal injury or death, products liability, and property damage.

9.2. **X Automobile Liability.** Automobile liability insurance covering all owned, non-owned, hired, and leased vehicles and written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage with combined single limits of liability not less than \$1,000,000 per accident for bodily injury, including personal injury or death and property damage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

**9.3. Additional Insurance Terms and Requirements.**

9.3.1. The City shall be named as additional insured on all above required insurance policies, with the exception of professional liability and workers' compensation coverage(s) if the Consultant participates in a state-run workers' comp program.

9.3.2. Required insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

9.3.3. All required insurance policies shall contain a clause of endorsement providing that they may not be terminated or materially amended during the Term of this Agreement, except after thirty (30) days prior written notice to the City. If the Consultant's insurance policies are "claims made," the Consultant shall be required to maintain tail coverage for a minimum period of three (3) years from the date of this Agreement is actually terminated or upon project completion and acceptance by the City.

9.3.4. The Consultant shall provide original certificates of insurance and a copy of the amendatory endorsement, concurrent with the execution of this Agreement, evidencing such above required coverage and, at the City's request, furnish the City with copies of all insurance policies and with evidence of payment of premiums or fees of such policies. The Consultant's maintenance of insurance as required above shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity. The Consultant's failure to maintain such insurance policies as required above shall be grounds for the City's immediate termination of this Agreement. The provisions of this Section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

**10. Termination.** This Agreement may be terminated by either party without cause at any time upon written notice to the other. Upon termination, all finished or unfinished Materials prepared by the Consultant pursuant to this Agreement shall be submitted to the City pursuant to Section 6 herein. The Consultant shall be entitled to payment for all Services satisfactorily performed and reimbursable expenses incurred to the date of termination.

**11. Discrimination Prohibited.** The Consultant shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Consultant to be provided under this Agreement on the basis of race, color, religion, creed, sex, age, national origin, marital status or presence of any sensory, mental or physical handicap.

**12. Assignment and Subcontract.** The Consultant shall not assign or subcontract any portion of the Services contemplated by this Agreement without the prior written consent of the City.

**13. Entire Agreement /Amendments.** This Agreement contains the entire Agreement between the Parties and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the Parties. This Agreement may not be modified or amended except by writing signed by all Parties hereto.

**14. No Waiver.** Failure or delay of the City to declare any breach or default immediately upon occurrence shall not waive such breach or default. Failure of the City to declare one breach or default does not act as a waiver of

the City's right to declare another breach or default.

**15. Severability.** Each and every provision of this Agreement shall be deemed to be severable. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof and the Agreement shall be construed in all respects as if such invalid or unenforceable provision were not a part of this Agreement.

**16. Notices.** All notices, payments, and other communications hereunder shall be in writing and shall be deemed to have been duly given if emailed, personally delivered, or mailed, by first class or certified mail, with postage prepaid to the relevant address included in the signature block below, or to such other person or place as one party shall furnish to the other in writing. Notices and payments shall be deemed given upon receipt of email or personal delivery or, if mailed, upon the earlier of actual receipt or three (3) business days after the date of mailing.

**17. Governing Law / Venue / Attorneys' Fees.** This Agreement shall be interpreted in accordance with the laws of the State of Washington. The venue for any cause of action arising out of this Agreement shall be King County, Washington. The prevailing party in any such action shall be entitled to its costs and attorneys' fees.

**18. Independent Counsel.** The Consultant acknowledges that the drafter of this Agreement is the City's legal representative to whom the Consultant does not look to for any legal counseling or legal advice with regard to this transaction. The Consultant further acknowledges that it has been advised to consult with independent legal counsel and has had an opportunity to do so. By signing this Agreement, the Consultant acknowledges that it has consulted with independent legal counsel of its choice or has knowingly waived the right to do so. There shall be no presumption of draftsmanship in favor of or implied against any party hereto.

**19. Authority / Counterparts.** Each individual executing this Agreement on behalf of the City and the Consultant represents and warrants that such individuals are duly authorized to execute and deliver this Agreement on behalf of the Consultant or the City. This Agreement may be executed in one or more counterparts and as executed shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not a signatory to the same counterpart.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement on the above Effective Date.

**CITY OF COVINGTON**

**CONSULTANT**

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By: Regan Bolli  
Title: City Manager  
16720 SE 271<sup>st</sup> Street, Suite100  
Covington, WA 98042  
Email: rbolli@covingtonwa.gov

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email: \_\_\_\_\_

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Sharon Scott, City Clerk

APPROVED AS TO FORM:  
Office of the City Attorney

By: \_\_\_\_\_

# EXHIBIT A

## SCOPE OF SERVICES

### COVINGTON COMPREHENSIVE PLAN UPDATE

#### PROJECT APPROACH

The City of Covington (the City) has requested a scope of services addressing its Comprehensive Plan Update. Stalzer and Associates (prime) and BERK Consulting (subconsultant) will work with subject matter experts on transportation, environmental science, and infrastructure serving as either subcontractors to the prime and/or as oncall consultants on City contract. References to “our” and “we” mean the Consultant team collectively as led by the prime.

Our approach and work plan are structured to address the shortcomings in the current Preliminary Draft Comprehensive Plan and to work collaboratively with City staff to achieve a complete, compliant, readable, action-oriented, and useful Comprehensive Plan. Our approach includes the following phases and review process:

#### PHASES

##### Phase 1 Situation Assessment and Plan Basics (April-June)

- Establish the sequence and schedule for delivery of Elements
- Confirm and develop cross-cutting framework policies or guiding principles
- Establish a revised document format template
- Complete the Existing Conditions Report with data and trends
- Update the Washington State Department of Commerce Checklist
- Prepare a legislative review and public engagement process suited to the Draft Comprehensive Plan process,

Number of Meetings: 2

Budget: \$15,845

##### Phase 2 Completion of a Draft Comprehensive Plan (May- September)

- Develop elements collaboratively with staff and service providers
- Share early drafts with the public

Number of Meetings: 5-6 (3-4 with staff, 1 public meeting, 1 Planning Commission meetings) Note: Appropriate team members will participate as necessary.

Budget: \$74,500

##### Phase 3 SEPA (July-September)

- Review City-prepared SEPA checklist or EIS Addendum and associated notices

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Number of Meetings: None

Budget: \$1,950

##### Phase 4 Adoption of the updated Comprehensive Plan (October-December)

- Prepare a public hearing draft plan for Planning Commission and City Council action.
- Assist staff with revisions for final plan adoption

Number of Meetings: None

Budget: \$2,200

#### Budget Summary

Total for All Phases: \$94,495 excluding Task 2-9 Shoreline Master Program Integration  
Allowance for Project Expenses: \$900




Total Project Budget: \$95,395

## REVIEW PROCESS

1. As we complete preliminary drafts of revised individual elements, they will be submitted to City staff for review and comment. Only completed preliminary drafts of entire elements and related appendices, if any, will be submitted. The sequence and schedule for delivery of preliminary draft elements will be decided with staff at a meeting in Phase I.
2. City staff will respond with one consolidated set of review comments and revisions.
3. We will contact City staff via email or telephone with questions or concerns about the City staff's comments and/or revisions. If necessary, we will schedule a conference call to discuss issues.
4. Based on the review comments and any subsequent discussions, we will revise the preliminary draft element and deliver a completed draft element. Barring technical corrections, this will be the draft element presented to the Planning Commission (see below).
5. When an appropriate number of draft elements has been completed, we will discuss them with the Planning Commission at a workshop meeting. The sequence and schedule for the discussion of the draft elements will be decided with City staff at the meeting in Phase I.
6. As draft elements are completed, it is anticipated that City staff will hold one or more community meetings. The budget assumes that we will assist in the preparation of materials and participate in two such meetings. Staff will prepare a summary of each community meeting including any proposed revisions to draft elements resulting from the community meeting. The sequence and schedule for the meetings will be decided with staff at the meeting in Phase I.
7. At the conclusion of all community meetings and Planning Commission workshops, we will produce a review draft of the entire Comprehensive Plan for discussion at a final Planning Commission workshop.
8. City staff will prepare one consolidated set of final review comments and revisions. If necessary, we will hold one meeting with City staff to discuss the final review comments and revisions.
9. We will revise the preliminary draft Plan and deliver a completed draft Plan. Barring technical corrections, this will be the draft Comprehensive Plan for City Council review.

Our phases, tasks, and workflow are illustrated on the following page. For each major task we anticipate developing technical work, collaborating at staff workshops, and supporting public engagement at meetings and online. Our workflow and tasks reflect two key philosophies:

- **Take an Integrated Collaborative Approach:** We are a multi-disciplinary team with an approach that recognizes the interrelationships among land use and growth, community and economic development, service delivery, and fiscal and environmental sustainability. We have woven collaborative team meetings and public engagement into each step of the process to best shape the Comprehensive Plan.
- **Incorporate Strategic Planning Best Practices:** Combining our collective team's community planning and strategic planning practice, we will succinctly and graphically articulate community assets and challenges, the "big ideas" the community wants to accomplish, and goals and policies reflecting priorities and fiscal conditions.

	Interactive Community Workshop
	Combined Public Open House in PC/CC Workshop
	Legislative Meetings

	PUBLIC & AGENCY ENGAGEMENT	STAFF WORKSHOPS	TECHNICAL WORK	
<b>Kickoff &amp; Situation Assessment</b>			Establish the sequence and schedule for delivery of Elements Establish a revised document format template Confirm and develop cross-cutting framework policies or guiding principles Update Commerce Checklist Prepare a legislative review and public engagement process for Draft Plan	
			Launch meeting and review of Technical Work: schedule, template, cross-cutting policies, checklist, engagement Prepare preliminary Existing Conditions & Trends Report	
		Service Providers Meeting: CFP	Existing Conditions Report & Trends	Publish Draft Existing Conditions & Trends Report Prepare Elements
			Selected Plan Elements	Compile Draft Plan Prepare Implementation Strategy Prepare SEPA Review internal draft
		Coordinate with Service Providers: CFP		Prepare Elements
		 Open House and Joint Elements Workshop	All Elements	Provide meeting support
			Draft Plan, Implementation Strategy, SEPA Review	
		 Draft Plan, Implementation Strategy, SEPA Review	Draft Plan, Implementation Strategy, SEPA Review	Publish SEPA Review
<b>Adoption of Plan</b>	 Planning Commission Review & Deliberation		Prepare hearing draft plan and respond to comments	
	 City Council Review & Deliberation		Respond to comments	

**WORK PLAN**

**PHASE 1. SITUATION ASSESSMENT AND PLAN BASICS**

**Task 1-1: Establish the sequence and schedule for delivery of preliminary draft elements**

We will prepare a draft schedule and task sequence for City staff review. Following an initial project launch meeting with City staff we will prepare a revised schedule. We will track the schedule periodically, such as with the preparation of progress reports, and update the schedule as appropriate.

**Task 1-1 Budget: \$1,390**

**Task 1-2: Confirm and develop cross-cutting framework policies or guiding principles**

Cross-cutting framework policies are alluded to in the preliminary draft plan but do not present a coherent relationship to individual Elements. We will refine the cross-cutting framework policies and relate them clearly to the community vision and the plan.

**Task 1-2 Budget: \$2,503**

**Task 1-3: Establish a revised document template**

The current Preliminary Draft Plan uses a template in InDesign. We will develop two revised Comprehensive Plan document templates for discussion with staff and decision during this phase. Both templates will emphasize consistency in tables and figures as well as highlighting the cross-cutting themes and link to the Vision. We will develop a map list and finalize the template with King County GIS staff and other Consultant team members.

**Task 1-3 Budget: \$2,630**

**Task 1-4: Complete the Commerce Checklist to identify the changes needed to the existing draft for consistency with state, regional, and local laws and plans.**

We will update the Department of Commerce Checklist. The Preliminary Draft Plan Assessment (Appendix E) focuses on the Growth Management Act and goals and policies, but less on the Growth Management Act technical requirements, or the Puget Sound Regional Council's (PSRC's) VISION 2040, and Countywide Planning Policies; each Preliminary Draft element will be tested for consistency and areas of new focus. We will also review WSDOT's Highway Program requirements. We will ensure compliance with PSRC Certification requirements related to the Transportation Element.

**Task 1-4 Budget: \$2,376**

**Task 1-5: Complete the Existing Conditions Assessment (Appendix D).**

Appendix D in the draft document includes the beginnings of an Existing Conditions and Trends Report. For each Element, we will prepare a brief existing conditions and trends analysis. These individual Existing Conditions and Trends Reports will serve as the Element inventories and analyses and remain in an Appendix or be incorporated by reference, leaving the Elements to be policy and concept focused. This approach has the added benefit of allowing for adoption of an updated appendix without revising the body of the plan. Additional information will be provided to ensure compliance with new Countywide Planning Policies and GMA requirements as well as the Vision and community needs. The budget includes time to revise and compile the inventory but technical analysis is included under the level of effort for each element in Phase 2.

**Task 1-5 Budget: \$4,706**

**Task 1-6: SEPA Strategies**

We will recommend non-project SEPA strategies following a review of the original Comprehensive Plan SEPA document and our knowledge of the citywide land capacity and transportation analysis contained in the Hawk Property Planned Action EIS. Based on our review, we anticipate the preparation of an expanded SEPA Checklist for the Comprehensive Plan Update with a Notice of Adoption (of the Hawk Property Planned Action EIS) and Determination of Non-Significance, or with an Addendum. Our



strategy will be based on our understanding of conditions, trends, and key concepts to be pursued in the Comprehensive Plan Update. The strategy may be revisited as we develop the plan.

**Task 1-6 Budget: \$977**

**Task 1-7: Public Participation Strategy**

We will build upon the community storefront process and propose a strategy for garnering community input and participation during preparation of the Draft Plan. We will prepare a memo with recommended strategies for review by City Staff and revise it accordingly.

**Task 1-7 Budget: \$1,263**

**Phase 1 Total Budget: \$15,845**

**PHASE 2. COMPLETION OF THE DRAFT PLAN**

This phase includes the work necessary to have a completed draft Comprehensive Plan. The sequence and schedule for each task will be decided with staff during Phase 1.

**Task 2-1: Fill in the gaps in the Land Use Element**

We will provide missing information and update data to current information, then streamline and clarify the discussion of the foundational growth estimates for 2035 and their relationship to growth targets and land capacity. We will introduce more Covington-centric graphics as a means of portraying the relevance of the data and increase reader interest. Finally, technical data will be consolidated into the Existing Conditions and Trends Report.

Specific subtasks include:

1. Address checklist topics not yet fully addressed in the Element (e.g. lands useful for public purposes, airport compatible uses, reference to Environmental and other elements, document no Resource lands of long-term significance, etc.)
2. Integrate January 2015 Planning Commission and Staff edits: Land Use element policies- pointed out that there was no policy that highlighted or tied back to transportation issues constraining future land development, specifically that we need improvements on SR 516. (It's a good point-We do have policies in the Transportation / CFP & Utilities Element that address this but there should be a policy and discussion of this topic in the LU Element that then cross references the Transportation and CFP elements for more detailed discussion and policy direction.)
3. Integrate the Downtown Element and Town Center Plan into the Land Use Element and augment the discussion of the Town Center Plan's successes and remaining steps with a robust implementation strategy.
4. Integrate the Hawk Property Subarea Plan vision more directly into the Land Use Element, including implementation strategies.
5. Update the capacity for employment and housing based on implementation experience with the Town Center and the recently-adopted Hawk Property Subarea Plan. Existing and future land use data will be updated with current information.
6. Clearly identify 2035 land use / growth assumptions
7. Verify total versus net population and employment figures in element.

8. Clarify 2031 target and 2035 target extension in relation to King County Buildable Lands Report<sup>1</sup>, City's own capacity estimates, and City market-based growth estimates per Hawk Property / Northern Gateway Study (citywide market-based analysis used for Hawk Property EIS).<sup>2</sup> Consider if based on Town Center Plan implementation if the growth estimates require any adjustment (and its effect on Transportation and Capital Facilities).
9. Coordinate with King County GIS staff and update the land use map and acre statistics.
10. Verify and add acre figures in text and add land use designation acres.
11. Relate this Element to the Vision / cross-cutting topics from Introduction.
12. Update the Future Land Use map FLUM (full size).
13. Prepare an annexation policy (none are included in the draft document).
14. Clarify integration of Natural Hazards Mitigation Element.

**Task 2-1 Budget: \$4,780**

**Task 2-2: Fill in the Gaps in the Housing Element**

This Element is missing essential information. The housing needs and characteristics inventory contained in the Existing Conditions and Trends Report will be summarized with appropriate graphics to provide background support for issues discussion and policies. The housing needs analysis will be expanded and related to Countywide Planning Policies Housing Policies and State goals and policies. Finally, implementation strategies will be added.

Specific subtasks include:

1. Address local role in meeting regional housing needs for those earning less than 30% of area median income per Countywide Planning Policies. Address local role in meeting needs for above 30%.
2. Reference the Human Services Master Plan and add housing Special Needs documentation (neither included in the draft document).
3. Relate this Element to the Vision.
4. Add cross-cutting goals of Healthy Communities including access to services and food as well as communities designed to promote physical activity.
5. Include the STAR Community Index goals for equity, as appropriate.
6. Integrate January 2015 Planning Commission and staff edits.

**Task 2-2 Budget: \$5,909**

**Task 2-3: Revise Transportation Element to document compliance with regional and State requirements and to evaluate the new multimodal LOS approach**

The Transportation Existing Conditions Memo and associated level of service (LOS) PowerPoint could be elaborated upon. Recommendations are there, but connective text is missing, along with key figures and data. The Transportation Existing Conditions Memo from Fehr & Peers is fairly narrow and does not present enough technical support for this Element or the Existing Conditions Report. There is much

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<sup>1</sup> 2014 Buildable Lands Report varied from the capacity estimates provided by the City/BERK to County. Not sure why they didn't use the City numbers (most likely because there was no question the City could meet its targets). The County and City overall results are similar – that the City has plenty of capacity.

<sup>2</sup> City 2031 target is low, as is 2035 target by PSRC. The Hawk Property EIS developed citywide estimates of growth based on market analysis that is between target and capacity. Market levels of growth were allocated by TAZ based on capacity. Specifically identify market-based numbers are the 2035 growth numbers. Capacity is beyond that. We need to define the 2035 numbers upon which transportation and capital facilities, as well as housing and economic development, elements will be based.

information in the Hawk Property EIS that is citywide and can be summarize and reference as needed. Additionally, we understand from City staff that the City's oncall transportation engineers have run some scenarios when the LOS policy was developed. The proposed approach to LOS has merit but many issues need to be addressed and the implications are not developed enough to inform choices. Our efforts assume that the City's oncall transportation engineers will prepare the technical and model work under the direction of the Consultant team. The Consultant team will focus on compliance, consistency, assumptions, policy direction, and implications described below, relying on the oncall consultant's technical analysis.

Specific subtasks include:

1. Document areas of update based on PSRC Certification Checklist.
2. Compile and incorporate, either directly or by reference, the transportation components of all relevant plans that have been developed by the City since the last major Comprehensive Plan update.
3. Affirm land use estimates to be modeled (e.g. Town Center reallocation).
4. Describe the Transportation vision and multimodal LOS approach. Issues to be resolved include:
  - How does corridor LOS for vehicles fit in with the corridor designations of high, medium, low for pedestrians, bicycles, and transit?
  - How would concurrency work?
  - What projects are needed to support the LOS?
  - How does that relate to impact fee basis today?
  - What does it mean for the Hawk Property Planned Action?
  - What is the City's approach to non-priority corridors?
5. Evaluate the new multimodal LOS approach for implications regarding supporting growth, reducing capital costs, prioritizing capital projects, and ramifications to impact fees, development agreements and the Hawk Property Planned Action. Based on the identified ramifications and City direction, we will work with the City to determine what can be effectively accomplished within the present scope, budget and timeline, and which may require a phased approach.
6. Coordinate and utilize DEA staff during this update process to assist in off-setting costs. We will coordinate with DEA to update travel demand model forecasts (e.g. to test any updated land use estimates such as for the Town Center), intersection and corridor operational analyses, and identification of future transportation improvement projects to reflect updates to the future land use map described in Task 5.2. We will review these results and incorporate the updated information into the Transportation Element. This analysis will also be included in the Phase 3 SEPA Review.
7. Describe key issues and challenges.

**Task 2-3 Budget: \$17,800 (Consultant team budget only; oncall transportation is separate)**

**Task 2-4: Update the Parks, Recreation and Open Space Element**

The City has a Parks, Recreation, and Open Space Plan and has retained consultants under separate contract to update the Parks Plan and develop a Park Impact Fee Study. Our team will clarify discrepancies in current levels of service in the Comprehensive Plan, Parks Plan and Code as an interim placeholder, and put a summary of the Parks Plan in the Comprehensive Plan. Staff will update Element next year when functional plan is completed (underway).

Specific subtasks include:

1. Clarify level of service (per differences found at time of Hawk Property Subarea Plan).
2. Add placeholder language from current Parks, Recreation, and Open Space Plan.

**Task 2-4 Budget: \$938**

**Task 2-5: Finish the Natural Environment Element**

Minimal work has been done on this Element in the draft plan document with the major deficiencies being the absence of a Best Available Science (BAS) review and follow-up consistency review of the

Critical Areas Regulations (CAR). Additionally, the discussion of issues appears to be missing topics and does not relate back to the Commerce Checklist. Given the recent Shoreline Master Program (SMP) work that pulled in and updated the CAR, we believe our efforts can be streamlined. Per the current structure of this Element, the Stormwater Element and applicable information in the City's new Hazard Mitigation Plan (HMP) through the BAS review will be incorporated.

Specific subtasks include:

1. Background information review & field assessment. Obtain and review pertinent existing maps, information, inventories, reports, etc. from the City and other resources, including Critical Areas Maps and SMP Inventories, Northern Gateway Study, Hawk Property Planned Action EIS, Natural Hazards Mitigation Plan, Tribal studies, and Third Party critical area reviews. Based on available information and identification of priority areas for investigation, conduct a one-day reconnaissance.
2. Best Available Science review. Prepare a synthesis of BAS, utilizing scientific literature, existing reports (including documents produced during the City's recent Shoreline Master Program update), and gray literature, following the hierarchy of approved BAS listed in WAC 365-195. The following critical areas will be covered by this analysis:
  - a. Wetlands;
  - b. Critical Aquifer Recharge Areas;
  - c. Fish and Wildlife Habitat Conservation Areas, including streams and lakes;
  - d. Frequently Flooded Areas; and
  - e. Geologically Hazardous Areas.
3. Draft and Final BAS report. Prepare a draft report of findings, summarizing the BAS by topic area. No recommendations regarding the existing critical areas regulations will be made at this time. We will finalize our report following one round of review by the City.
4. Gap Analysis. Review the Natural Environment Policies to evaluate where existing policies are inconsistent with BAS or where additional policies need to be added.

**Task 2-5 Budget: \$18,000**

**Task 2-6: Finish the Capital Facilities and Utilities Element**

As is the case with the Natural Environment Element, minimal substantive work has been done on this Element in the draft plan:

- The background discussion does not clearly identify City role versus other agency providers' roles
- The inventory information is poorly documented: What are sources? Were provider plans reviewed for coverage, population/growth, and horizon year?
- The analysis of current conditions appears incomplete. The lists of capital projects address 6-year but not 20-year plans (20-year can be more broad than 6-year but still needs to appear).
- An analysis of demand and LOS is missing. Can LOS be met? Are there gaps? How do future planned capital projects relate to growth and LOS? Fold in the portions of the Hawk Property EIS analysis that are citywide in nature. Consider incorporation by reference of provider plans.

Specific subtasks include:

1. Complete the inventory and evaluation of City and non-City utility provider plans in the Existing Conditions Report and fold it into the Element text in a streamlined and organized manner. Provider plans to be reviewed include City, King County Metro, and Special District (e.g. Covington Water District, Soos Creek Water and Sewer District) functional plans for water, wastewater, solid waste, and power and telecommunications.
2. Review the growth assumptions of these other plans in relation to the City's growth assumptions. We will ensure internal consistency with other plan elements including land use capacity, housing

supply, areas of potential economic growth and development, as well as park and transportation improvements.

3. Project future service and facility needs at the 6-year and 20-year horizons based on current levels of service and provide an analysis of any deficiencies. We will identify proposed locations and capacities of expanded or new facilities. We will identify how to coordinate facility timing and expenditures by identifying approximately when capital facilities, utilities and transportation improvements should be in place to allow growth and development.
4. Interview in person or by phone each service provider to review any technical or policy questions gleaned from the review of current plans and any direction on new policies and planned capital facilities.
5. Confirm the provider plans' base year and verify Preliminary Draft inventory information for each service category, as well as expected demand for service based on the new planning horizon year. This information will be included in the Existing Conditions and Trends Report that can be referenced in the Element. To the extent feasible the analysis will be based on readily available technical reports prepared by the service providers. Discussions of conditions will be kept brief in the element text to meet the City's desires for a concise reader friendly document.
6. Review city prepared transportation fund projections and assess and project current funding sources for other City service areas based on the City budget, special district provider plans, and impact fees providing recommendations where needed.
7. Work with the service providers to identify polices programs, or improvements to ameliorate deficiencies, current and future. Update and refine Element policies and implementation strategies accordingly
8. Integrate cross-cutting climate change and sustainability principles such as energy and water conservation.
9. Prepare and integrate maps and graphics to support the Element.

**Task 2-6 Budget: \$16,800**

**Task 2-7: Finish the Economic Development Element**

The draft of this Element essentially just needs completion. We will further summarize / elicit key economic trends and describe City priorities, strategies, and successes in Economic Development in Town Center, Hawk Property, and alignment of City, business community, and citizens.

Specific subtasks include:

1. Review recent inventory and analysis information developed by ECONorthwest and ED Hovee on behalf of the City and update the Existing Conditions Report as appropriate, with summary trend and key ideas included in the Element.
2. Integrate ED Hovee and ECONorthwest analysis into Existing Conditions Report and Element. Address City staff comments on ECONorthwest memo in the documents to which it is integrated (e.g. sources, figure numbering, etc.) Note: ECONorthwest had several track changes to the draft element from December 2014; have these been integrated into the January 2015 element? Some items such as implementation have not been included.
3. Evaluate Preliminary Draft Economic Development Element Goals and Policies and ensure appropriate integration of the Town Center and the Hawk Property Subarea Plans. We will emphasize recent City actions and next steps in implementation.
4. Tie element to Vision / cross-cutting topics from Introduction.
5. Verify population and employment figures in relation to Land Use Element.
6. Address implementation strategies – what are remaining priorities drawn from prior subarea plans and action plans?
7. Integrate January 2015 Planning Commission and Staff edits: Asked if it would be appropriate to add some policy that supported the city lobbying or trying to influence some of the utility providers to make

changes in their practices and rate schedules. (in regards to the high fees and requirements of Soos Creek that some commissioners had heard were deterrents in development in the city).

**Task 2-7 Budget: \$2,487**

**Task 2-8: Sustainability Principle Integration**

We will review preliminary draft Land Use, Natural Environment, and Capital Facilities and Utilities policies, programs, strategies and capital improvements. We will also review how the Preliminary Plan integrates City's 2010 Stormwater Plan and National Pollutant Discharge Elimination System (NPDES) Program into these elements. We will review how cross-cutting sustainability principles such as low impact development, green infrastructure, and a healthy environment have been integrated.

**Task 2-8 Budget: \$3,046**

**Task 2-9: Shoreline Master Program Integration**

The City Staff will provide content and integrate it into the template for the Comprehensive Plan. City staff anticipates an abbreviated chapter with goals and incorporating by reference the Shoreline Master Program into the Comprehensive Plan.

**Task 2-9 Budget Estimate: \$605 Based on availability of funds from savings in other tasks**

**Task 2-10: Introduction**

Upon completion of all draft Elements we will revise the introduction to the Comprehensive Plan focusing on the City's vision, mission, and citywide goals, the public participation process, and the organization of the plan as well as documenting the City's assets and challenges and key themes as directed by the Planning Commission and staff. A brief overview of GMA goals and other regional planning concepts that have guided the plan will be provided.

**Task 2-10 Budget: \$1,867**

**Task 2-11: Implementation Strategy**

We will create an implementation strategy (including objectives and action steps) that can be part of or separate from the Comprehensive Plan Elements, such as a tool that identifies policy or regulatory commitments, funding and capital facility strategies, timeframes, and responsibilities.

**Task 2-11 Budget: \$2,873**

**Phase 2 Total Budget: \$74,500 excluding Task 2-9: Shoreline Master Program Integration**

### **PHASE 3. SEPA REVIEW**

We review the City-staff prepared internal review draft of either a SEPA checklist or EIS Addendum as determined in cooperation with City staff consistent with the strategies in Phase 1. We will review City-staff prepared notices for publication. The City staff will distribute the notices and SEPA document.

**Phase 3 Budget: \$1,950**

### **PHASE 4. ADOPTION PROCESS**

We will assist the City in responding to comments and preparing the final plan for adoption.

**Phase 4 Budget: \$2,200**

### **Budget Summary**

**Total All Phases: \$94,495 excluding Task 2-9 Shoreline Master Program Integration**

**Allowance for Project Expenses: \$900**

**Total Project Budget: \$95,395**

### **Quality Assurance**

Stalzer and Associates supported by BERK will prepare or peer review of all elements to ensure a coordinated Comprehensive Plan. Each element will reflect the template established in Phase 1.

### **Document Transmittal Assumptions and Communication Protocols**

1. All documents will be transmitted in MS Word 2010 format. Once finalized, the Elements will be integrated into an InDesign Template per Phase 1.
2. All proposed revisions and comments will be transmitted as MS Word Track Changes, memoranda, and/or hand-written comments on the document transmitted digitally.
3. We will transmit all documents via email from Bill and/or Lisa, as appropriate, to Ann Mueller with cc to Richard, Salina, Bill and/or Lisa.
4. All documents from City staff will be transmitted via email from Ann Mueller to Bill and Lisa with cc to Richard and Salina.

## Exhibit B

### STALZER AND ASSOCIATES 2015 SCHEDULE of STANDARD FEES and REIMBURSABLE EXPENSES

**Standard Fees:** Compensation to Stalzer and Associates and subconsultants for all services provided will be billed on the following schedule:

	<u>Hourly Rate</u>
Bill Stalzer	\$175

**Reimbursable Internal Expenses:**

Internal office expenses will be billed at the following rates:

Photocopying        \$0.10/page

**Reimbursable Outside Services:**

Outside services including, but not limited to, subconsultant services, word processing, printing, photocopying, delivery, graphic materials, and similar project-related expenses will be billed at actual cost plus ten per cent.

**Reimbursable Travel:**

Vehicle mileage will be billed at the mileage rate established by the Washington Office of Financial Management in effect when the mileage is incurred.