

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY, WASHINGTON**

IN THE MATTER OF:

RESOLUTION NO. 23-403

AUTHORIZE LEE NAPIER, DIRECTOR OF
COMMUNITY DEVELOPMENT, TO SIGN CONTRACT
2023-GEN-006 BETWEEN KIMLEY-HORN AND
LEWIS COUNTY FOR THE COMPREHENSIVE PLAN
PERIODIC UPDATE

WHEREAS, Lewis County Department of Community Development is responsible for maintain the comprehensive plan and implementing ordinance; and

WHEREAS, Lewis County must perform review and update of the comprehensive plan and implementing ordinances by June 30, 2025 (WAC 365-196-610); and

WHEREAS, the Department of Community Development has been awarded a Periodic Update Grant from the Washington State Department of Commerce to complete mandatory updates to the Lewis County comprehensive plan and implementing ordinances; and

WHEREAS, the Department of Community Development issued a notice of request for proposal on August 31, 2023 with proposals due on October 5, 2023; and

WHEREAS, the Department of Community Development received three proposals and has determined that Kimley-Horn best meets criteria as listed in the request for proposal; and

WHEREAS, at the time of noticing for requests for proposals and selecting a consultant, Washington State had not fully funded the state mandated Climate Resiliency Element, which is part of the comprehensive plan periodic update; and

WHEREAS, after selection of Kimley-Horn, the Washington State Department of Commerce did release notice of grant for the Climate Resiliency Element to fully fund the mandatory update; and

WHEREAS, the Department of Community Development has applied for the Department of Commerce non-competitive local government assistance for the Climate Resiliency Element; and

WHEREAS, draft contract 2023-GEN-006 (OpenGov) was subsequently updated to reflect the Climate Resiliency Grant, in addition to the Periodic Update Grant funding, with the condition (item 2.3 of the contract) that the contractor may not commence work until written notice is provided by the County and that written notice is contingent on a signed agreement with the Department of Commerce.

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners has determined that it is in the public's best interest to award the Lewis County comprehensive plan periodic update contract to Kimley-Horn in an amount not to exceed \$421,500 and authorizes Lee Napier, Director of the Department of Community Development, to sign contract 2023-GEN-006, as shown in Exhibit A.

DONE IN OPEN SESSION this 19th day of December, 2023.

APPROVED AS TO FORM:
Jonathan Meyer, Prosecuting Attorney

BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY, WASHINGTON

Barbara Russell
By: Barbara Russell,
Deputy Prosecuting Attorney

Sean D. Swope
Sean D. Swope, Chair

ATTEST:
Rieva Lester, CMC, Clerk of the Board

Scott J. Brummer
Scott J. Brummer, Vice Chair



Tamara Martin
By: Tamara Martin

Lindsey R. Pollock, DVM
Lindsey R. Pollock, DVM, Commissioner



PROFESSIONAL SERVICES AGREEMENT
BETWEEN KIMLEY-HORN AND
LEWIS COUNTY FOR THE PURPOSES OF
LEWIS COUNTY COMPREHENSIVE PLAN PERIODIC UPDATE
2023-GEN-006

1. AGREEMENT

This agreement is entered into and between, KIMLEY-HORN, hereinafter called Contractor, and LEWIS COUNTY, hereinafter called County, for the purpose of executing the Scope of Contractor Service (Exhibit A), Budget (Exhibit B) and Department of Commerce Periodic Update Grant Agreement (Exhibit C), copies of which are attached hereto and incorporated herein by this reference as fully as if set forth herein.

CONTRACTOR acknowledges and by signing this contract agrees that the Indemnification provisions set forth in Paragraphs 2.7, 9, 12, 20 21, 25, and 30, are totally and fully part of this contract and have been mutually negotiated by the parties.

2. General Conditions

2.1. Scope of Contractor Services

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

2.2. Period of Performance

Subject to the express provisions of this Agreement, the period of performance of this Agreement shall commence as of the date of execution by both parties and be completed as agreed to and shown in the attached Exhibit A by June 30, 2025. This agreement may be modified, extended, renewed or terminated upon at least thirty (30) days prior written notice provided by either party.

2.3. Accounting and Payment for Contractor Services

Payment to the Contractor for services rendered under this Agreement shall be as set forth in Exhibit B; however, that the total compensation for the period of time beginning on the date of this contract is fully executed and ending on June 30, 2025, shall not exceed \$421,500. 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 days worked each month, total number of hours for the month, and total dollar payment requested. Unless specifically stated in Exhibit B or approved in writing in advance by the official executor of this Agreement for the County, hereinafter referred to as the "Contract Manager", the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract.

Billings for payment shall be made via invoice, with appropriate backup documentation, sent by email to ComDevInvoice@lewiscountywa.gov and to the County Contract Manager. Invoices may be submitted not more often than monthly.

If expenses are invoiced, Contractor shall provide a detailed breakdown of each type of expense. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

Payment shall be considered timely if made by the Contractor within thirty (30) calendar days of receiving a properly completed invoice. Payment shall be sent to the address designated by the Contractor.

No payments in advance or in anticipation of services or supplies to be provided under this Contract shall be made by the Contractor.

The contractor may not commence work until written notice is provided to the contractor by the county. Notice to proceed is to subject to grant contracts being signed with the Department of Commerce.

2.4. Withholding Payment

In the event the Contractor has failed to perform any obligation to be performed by the Contractor under this Agreement and said failure has not been cured within the times 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.

2.5. Contract Management

The County is the recipient of Contractor's services, and at all times acts through its Board of County Commissioners. The respective Contract Managers for the parties shall be the contact persons for all communications and billings regarding the performance of this Contract. Each

party shall promptly notify the other party of a change in the Contract Manager, which change shall become effective upon compliance with the notice provisions of this Contract.

Contract Manager for Contractor is:

Clay White, Planning Director
Kimley-Horn
2828 Colby Ave, Suite 200, Everett, WA 98201
206-705-8486
Clay.white@kimley-horn.com

Contract Manager for County is:

Lee Napier, Director
Department of Community Development
2025 NE Kresky Avenue
Chehalis, WA 98532
360-740-2606
lee.napier@lewiscountywa.gov

2.6. Assignment and Subcontracting

No portion of this contract may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the County Contract Manager or as set forth in Exhibit A.

2.7. 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 Lewis County employees.

Contractor will indemnify and hold harmless the County, its 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.

2.8. No Guarantee of Employment

The performance of all or part of this contract 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 subcontractor or any employee of any subcontractor by the County at the present time or in the future.

2.9. 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.

2.10. Regulations and Requirement

This Agreement shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington, and to any other provisions set forth in Special Conditions. In the event of an inconsistency in this agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: applicable federal and state statutes and regulations, special terms and conditions, exhibits, general terms and conditions, any other provision of this agreement whether incorporated by reference or otherwise specified.

2.11. Prevailing Wages

If applicable, the 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 wage 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.

Each Application for Payment submitted by Contractor shall state that prevailing wages have been paid in accordance with the pre-filed statement(s) of intent, as approved. Copies of the approved intent statement(s) shall be posted on the job site with the address and telephone number of the Industrial Statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

In compliance with chapter 296-127 WAC, Contractor shall pay to the Department of Labor and Industries the currently established fee(s) for each statement of intent and/or affidavit of wages paid submitted to the Department of Labor and Industries for certification.

2.12. Public Records Maintenance and Retention

Each party shall maintain all books, records, documents, data and other evidence relating to this agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expensed in the performance of this agreement. Both parties shall retain such records for a period of six (6) years following the date of final payment.

If any litigation, claim, or audit is started before the expiration of the six (6) years period, the records shall be retained for a period of six (6) years after all litigation, claims, or audits findings involving the records have been finally resolved.

Contractor will fulfill its independent obligations, separately, under the Washington Public Records Act (Chapter 42.56 of the Revised Code of Washington). In the event the contractor fails to fulfill its obligations pursuant to this section and due in whole or in part to such failure a court of competent jurisdiction imposes a penalty for violation of the Public Records Act, the contractor shall indemnify the County for that penalty, as well as all costs and attorney fees incurred in the litigation giving rise to such a penalty. The obligations created by this section shall survive the termination of this Agreement.

The Contractor is relieved of this duty if all records are delivered to the County following completion of all other obligations under the contract.

2.13. 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 Contract Manager. 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 evaluations 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 seven (7) years after contract termination, and shall make them available for such review, within Lewis County, State of Washington, upon request.

2.14. Modifications

Either party may request changes to this agreement. Any such request made in writing must be responded to within thirty (30) days. Any and all agreed modifications shall be in writing and signed by all parties to the agreement.

2.15. Termination for Default

If the Contractor defaults by failing to perform any of the obligations of the contract or cannot perform because of regulatory order or failure to comply with regulatory requirements, including but not limited to applicable licensing laws, or becomes insolvent or is declared bankrupt or commits any act of bankruptcy- or insolvency or make 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 contract, and at the County's option, obtain performance of the work elsewhere. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract until work called for, as may be applicable under Exhibit "A", 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, as may be applicable under Exhibit "A", including all increased costs for 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.

2.16. Recapture

In the event a party fails to perform services specified in this agreement in accordance with state or federal laws and/or the provisions of this agreement, the other party reserves the right to recapture funds in an amount required to compensate the other party for the noncompliance in addition to any other remedies available at law or in equity. Repayment by the failing party or refunds under this recapture provision shall occur within the timeframe specified by the other party. In the alternative, the other party may recapture such funds from payments due under this agreement.

2.17. Suspension of Performance and Resumption of Performance

In the event of a government closure, suspension, or limitation of funding in any way after the effective date of this agreement and prior to normal completion parties may give written notice to the other to suspend performance as an alternative to termination. Parties may elect to give written notice to the other party to suspend performance when the party determined there is a reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow performance to be resumed prior to the end date of this agreement. Either party may deny the suspension and instead opt for termination by responding in writing within seven (7) days. The parties shall suspend performance on the date stated in the written notice to suspend. During the period of suspension of performance, each party may inform the other of any conditions that may reasonably affect the potential for resumption of performance. Notice may

be contingent upon the occurrence or non-occurrence of a future event; e.g. the failure of the State of Washington to pass a budget by a date specified in the notice.

2.18. Termination for Public Convenience

The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion, that such termination is in the interests of the County. Whenever the contract 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. 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 contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.

2.19. Insurance Coverage

The Consultant shall maintain at its sole expense, in force and effect at all times during the term of this Contract and until all CSAs are complete and accepted by the County, insurance coverage and limits (including endorsements) as described herein. Failure to maintain at least the required insurance shall be considered default of the Contract. The requirements contained herein, as well as County's review or acceptance of insurance maintained by Consultant are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Consultant under the Contract. Consultant agrees to notify the County at least ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Where the policy allows, coverage shall apply on a primary and noncontributory basis.

Contractor shall provide the following types and amounts of insurance:

1. **Commercial General Liability Insurance** using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than \$1,000,000 per occurrence for all covered losses and no less than \$2,000,000 general aggregate.
2. **Workers' Compensation** on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for all covered losses.
3. **Business Auto Coverage** on ISO Business Auto Coverage form CA 00 01 including owned, non-owned and hired autos, or the exact equivalent. Limits shall be no less than \$1,000,000 per accident, combined single limit. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability

policy described above. If Contractor or Contractor's employees will use personal autos in any way on this project, Contractor shall obtain evidence of personal auto liability coverage for each such person.

4. **Professional Liability** - The Consultant shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than \$1,000,000 for each occurrence, and \$2,000,000 per aggregate. When a self-insured retention (SIR) or deductible exceeds \$10,000, County reserves the right, but not the obligation, to review and request a copy of Consultant's most recent annual report or audited financial statement. For policies written on a "claims-made" basis, Consultant warrants the Retroactive Date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the term of this Contract, Consultant shall purchase a SERP with a minimum reporting period not less than three (3) years after the expiration of the Consultant term. The requirement to purchase a SERP shall not relieve the Consultant of the obligation to provide replacement coverage. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims-made" form. If coverage is provided on a "claims-made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage.

Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Such policy or policies shall include as insureds those covered by the underlying policies, including additional insureds. Coverage shall be "pay on behalf", with defense costs payable in addition to policy limits. There shall be no cross-liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to County for injury to employees of Contractor, subcontractors or others involved in the Work. The scope of coverage provided is subject to approval of County following receipt of proof of insurance as required herein.

Policy or policies must list Lewis County as "primary, non-contributory" additionally insured.

2.20. Defense and Indemnity Agreement

To the fullest extent permitted by law, the Contractor agrees to indemnify and hold the County and its departments, elected and appointed officials, agents, and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs,

attorney's fees and alternative dispute resolution costs which 1) are caused by any breach of this contract by the Contractor, its employees, agents, or volunteers, and/or Contractor's subcontractors and their employees, agents or volunteers; or 2) are caused by the negligence of the Contractor, its employees, agents, or volunteers, and/or Contractor's subcontractors and their employees, agents or volunteers Contractor's indemnity obligations shall extend to, but shall not be limited to, claims for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom). or destruction of any property (including the loss of use resulting therefrom).

This indemnification obligation of the Contractor shall not apply if the claim, damage, loss or expense is caused by the sole negligence of the County. In the event of the concurrent negligence of the Contractor, its subcontractors, employees or agents, and the County, its employees or agents, this indemnification obligation of the Contractor shall be valid and enforceable only to the extent of the negligence of the Contractor, its subcontractors, employees and agents. This indemnification obligation shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the Contractor hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the Contractor are a material inducement to County to enter into this Agreement, are reflected in the Contractor's compensation, and have been mutually negotiated by the Parties.

2.21. Participation by County – Right to participate; Survival of Contractor's Indemnity Obligations; Indemnity for Subcontractors

The County reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses or expenses and any such participation shall not constitute a waiver of Contractor's indemnity obligations under this Agreement.

The Contractor agrees all Contractor's indemnity obligations shall survive the completion, expiration or termination of this Agreement.

In the event the Contractor enters into subcontracts to the extent allowed under this Agreement, the Contractor shall include as a requirement in each such contract that Contractor's subcontractors shall indemnify the County on a basis equal to or exceeding Contractor's indemnity obligations to the County.

2.22. Venue and Choice of Law

In the event that any litigation should arise concerning interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Lewis. This Agreement shall be governed by the law of the State of Washington.

2.23. Future Non-Allocation of Funds

If sufficient funds are not appropriated or allocated for payment under this contract 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.

2.24. Contractor Commitments, Warranties and Representations

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

2.25. Patent/Copyright Infringement

Contractor will indemnify the County from any damages 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:

- A. That Contractor shall be notified promptly in writing by County of any notice of such claim.
- B. 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.

2.26. Political Activity Prohibited

None of the funds provided under this agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office or ballot measure. However, no person engaged to perform services pursuant to this agreement shall be precluded from devoting income derived from such services to any lawful political activity or to the support of a candidate for public office or of a ballot measure.

2.27. Ethics/Conflicts of Interest

In performing under this contract, both parties will assure compliance with the Ethics in Public Services Act (Chapter 42.52 Revised Code of Washington) and any other applicable state or federal law related to ethics or conflicts of interest.

2.28. Disputes

A. **General**

Differences between the Contractor and the County, arising under and by virtue of the Contract 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, rulings, instructions, and decisions of the Contract Manager, shall be final and conclusive.

B. **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 Contract Manager or 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 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.

C. **Detailed Claim**

The Contractor is not entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment 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 the extension of time claimed to be due.

2.29. Ownership of Items Produced

All writings, programs, data, public records or other materials prepared by the Contractor and/or its consultants or subcontractors, in connection with the performance of this Agreement shall be the sole and absolute property of the County.

2.30. Confidentiality

In the event that the Contractor comes in contact with or obtains knowledge of confidential information, the Contractor shall maintain the confidentiality of all obtained information provided by the County or acquired by the Contractor in performance of this Agreement, except

upon the prior written consent of the Lewis 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 proceeding seeking disclosure of such information. Contractor shall indemnify and hold harmless the County, its 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.

2.31. 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 Contract Manager for whom services are rendered, to wit: Contract Manager. Notice to the Contractor for all purposes under this Agreement shall be given to the address reflected above. Notice may be given by delivery or by depositing in the US Mail, first class, postage prepaid.

2.32. Severability and Conformance

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 terms, condition, or application. To this end, the terms and conditions of this agreement are declared severable.

If any provision of this agreement violates any applicable statute or rule of law, it is considered modified to conform to that statute or rule of law.

2.33. Waiver

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

2.34. Survival

The provisions of this Agreement which by their nature are reasonably intended to survive the expiration of this Agreement shall so survive, notwithstanding the termination or invalidity of any other portion of this Agreement for any reason.

2.35. Entire Agreement and Interpretation

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

3. Special Conditions

3.1. Funding Source

The source of funding, all or in part, for this project is provided by or through Department of Commerce , all provisions and requirements of the agreement between the County and Department of Commerce, as shown in Exhibit C, are incorporated into this agreement by reference.

3.2. Contractor Registration

The Contractor agrees and covenants to furnish unto the County proper evidence that the Contractor has fully complied with the State Licensing Law. Contractor shall include their contractor's license number in the space provided on the signatory page of this Agreement.

3.3. Debarment and Suspension

Contractor represents and warrants that, as of the execution of this Contract, neither Contractor nor any subcontractor or sub-consultant performing work under this Contract (at any tier) is included on the federally debarred bidder's list listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." If at any point during Contract's term Contractor or any subcontractor or sub-consultant performing work at any tier is included on the federally debarred bidder's list, Contractor shall notify the County immediately. Contractor's completed Vendor Debarment Certification is attached hereto and incorporated herein.

3.4. Labor Standards and Contract Assistance

The applicant shall comply with and give notices required by all federal, state, and local laws, ordinances, rules, regulations, and lawful order of public authorities applicable to performance of the project. Lewis County reserves the right to terminate this Agreement and demand reversion of monies at any time during the undertaking of said project if it is discovered that said project is in violation of any local, state, or federal laws.

3.5. Non-Discrimination (Lewis County Funds)

The Contractor should be aware that public funds are being used to assist in this project. During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment regardless of age, ancestry, arrest and conviction record, color, creed, disability, genetic testing, honest testing, marital status, membership in the National Guard, State Defense Force or any reserve component of the military forces of the United States or this state, national origin, pregnancy or childbirth, race, religion, sex (including sexual harassment), sexual orientation, and use or nonuse of lawful products off of the employer's premises during nonworking hours. Such action shall

include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contract Manager setting forth the provisions of this non-discrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.
3. If applicable, the Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, notice to be provided by the agency Contract Manager, advising the labor union or worker's representative of the contractor's commitments under Section 202 or Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in a conspicuous place available to employees and applicants for employment.
4. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books and records for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the Contractor's non-compliance with the non-discrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contract may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

7. The Contractor will include the provisions of Paragraphs (1) through (7) in every sub-contract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each sub-contract or vendor. The Contractor will take such action with respect to any sub-contract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation with a sub-contractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

3.6. Original Specifications

It is hereby expressly agreed by and between the parties involved that in any matter, dispute, suit, or proceedings arising or in any way growing out of this contract in which it may be necessary to introduce into evidence the original of such specifications, that a printed copy thereof may be used in lieu thereof with like force and effect as though the original was produced.

IN WITNESS WHEREOF, the parties have executed this Agreement on 19, December, 2023.

KIMLEY-HORN



Gabe Krell
Senior Vice President

LEWIS COUNTY



Lee Napier

Director of Community Development

Mailing Address:

2828 Colby Ave, Suite 200, Everett, WA 98201

Approved as to Form Only:

Jonathan Meyer, Prosecuting Attorney

By: 

Deputy Prosecuting Attorney

UBI or Contractors License#

SWV0187940

Federal Business Tax ID No.

56-0885615

Exhibit A: 2023-GEN-006 Scope of work

Lewis County Periodic Comprehensive Plan Update Draft budget and scope

Task 1: Project Kickoff and Project Charter (Dec 2023 – Jan 2024)

Task will include an initial project kickoff meeting followed by development of a short project charter. The charter confirms the project goals, schedule, expectations, risks/mitigation, team members, and requirements. In addition, it identifies the project team with roles, communication protocols, and project risks/mitigation. This proactive process sets a firm foundation for project work and is especially important given that the project will include close coordination between our team and multiple County departments.

Proposed Deliverables:

- Kickoff meeting agenda and notes.
- Preparation draft and final project charter.

Assumptions:

- Kickoff meeting agenda prepared in coordination with the County.
- Project charter assumes one round of review and edit.
- Assumes virtual kickoff meeting.
- Assumes County will assist in providing critical information for charter development.

Task 2: Reoccurring project team meetings and project administration (Jan 2024-June 2025)

Task will include recurring meetings that will likely be set for every two weeks at a consistent date and time. These meetings will start as soon as the contract is signed and run through the end of the project. It is expected that all County management staff involved in the project will participate in the recurring meetings, with other staff participating as needed. DCG-Watershed will attend meetings during periods when the critical areas update is ongoing. We have also allotted some time for smaller group meetings on specific topical areas.

Kimley-Horn will send agendas ahead of the recurring meetings to ensure the time is well used, ensure all team members are prepared to make progress on individual work items, and that the team can be prepared to make decisions. The agendas at these recurring meetings will cover, at a minimum, the following broad items:

- Updates and discussion of in-progress deliverables.
- Public engagement activities.
- Schedule status and deadlines.
- Other housekeeping items.

Some time to this task is also allotted for the administration of the project budget, monitoring the schedule and deadlines, and checking the progress of deliverable development for subconsultant work.

Proposed Deliverables:

- Bi-weekly meetings.
- Smaller group meetings on specific topics, when necessary.
- Preparation of meeting agendas.

Assumptions:

- Assumes two ½ hour meetings per month with project team.
- Assumes 20 hours of time for check ins with Project Manager and County.
- Assumes 40 hours for smaller project team meetings on specific tasks.

Task 3: Community Engagement Plan and Community Engagement/Public Meetings/Hearing (Jan 2024 – June 2025)

This Task will include development of a Community Engagement Plan and Community Engagement during the project. This is a shared task with the County and is broken up into subtasks to include work under the GMA Periodic Update Grant and Climate Grant. We understand that the County has already begun community engagement efforts so this task will focus on integrating into that process.

Sub-Task 3A: Community Engagement Plan and Community Engagement under GMA

Sub-Task will include development of a short Community Engagement Plan (CEP) meeting GMA requirements and which implements the Long-Range Planning Community Engagement Framework. The CEP will integrate community involvement tactics which will be utilized by the county and Kimley-Horn during the life of the project.

For community engagement, Kimley-Horn will focus on:

- Creating a brand and logo for the project
- Creating two short project surveys to better understand community priorities.
 - Survey 1: Developed at project kickoff to gain important information on community values and what is important to the community as the county plans for growth out to 2044.
 - Survey 2: The other survey would occur concurrent with the release of the draft comprehensive plan to engage the community on the draft plan.
- Assisting with creation of materials for community outreach events
- Creating content for website throughout projects
- Attending community meetings and open houses

Proposed Deliverables:

- Community Engagement Plan
- Community engagement summary of results

- Project logo and brand for project
- Two online surveys and results compilation.
- Assist with community outreach materials and content for website.

Assumptions:

- Assumes attendance at three in person events. Other meetings, where possible, could be attended virtually. Attendance would typically be planning team members.
- Assumes two rounds of review and edits on plans and materials.

Sub-Task 3B: Community Engagement Plan and Community Engagement under Climate Grant

Sub-Task will include development of a sub-chapter within the CEP focused on new climate and resiliency requirements. Engagement will include a strong focus on communities most impacted by climate change but will utilize the tactics identified in Task 3A.

For community engagement, Kimley-Horn will include Resiliency as part of engagement Tasks outlined in 3A and:

Proposed Deliverables:

- Include in the project survey questions related to community concerns regarding climate risks and vulnerabilities to assist with Task 6.
- Summary of engagement results section focused on climate and resiliency.
- Facilitate up to 8 individual stakeholder/focus groups interviews. The purpose of the interviews is to gather input from businesses, groups, and communities who may be most impacted by changes to our climate. Interviews may also include questions that would assist with the periodic update tasks in 3A.

Assumptions:

- Assumes community meetings and events in 3A will include information and discussion on new climate element and resiliency sub-element.
- Interviews will be done remotely by phone or video call, but some could be scheduled to occur in-person when combined with a consultant team visit. Interview results can be published in aggregate with individuals' input anonymized. (10 hours for prep, 8 hours for meeting, 16 hours to summarize)

Sub-Task 3C: Public meetings and hearings:

This task provides for the consultant team to be available for check-in meetings with the Planning Commission and Board of County Commissioners throughout the project, and/or to support staff in attending those check-in meetings. Consultant attendance and participation is most important at the project kickoff and at the final adoption meetings and hearings.

Proposed Deliverables:

- This task is budgeted for up to 4 adoption meetings/hearings and a flexible amount of participation at earlier legislative meetings.
- Assist with preparation of materials for meetings

Assumptions:

- Where feasible, tasks will be combined with other opportunities to meet with the county or community engagement events.
- Expenses such as mileage will be charged to this task for in person events.

Task 4: Project scoping (Jan 2024-March 2025)

Project scoping includes required projects tasks which lay the foundation for the comprehensive plan update. The following are proposed:

Sub-Task 4A. Commerce checklist – policy and state law gap analysis

This task includes filling out the Periodic Update Checklist for Fully-Planning Counties. Commerce is currently updating the Commerce checklist to include 2023 legislation. This will be the basis for understanding policy and code changes that will need to be addressed as part of the update process.

Deliverables:

- Preparation of Periodic Update checklist for Fully Planning Counties.
- Preparation of gap analysis document to highlight areas which must be addressed as part of the update.

Assumptions:

- Assumes one round of review and edits.
- Assumes county assistance on code audit sections.

Sub-Task 4B. Plan audit

This sub-task will include review of the existing plan and all its elements (excluding sub-area plans) The plans will be examined for outdated policies and consistency of terms. The audit will specifically evaluate:

- Opportunities for text revisions to clarify meaning or use of maps and graphics to convey information more efficiently.
- Potential for new and revised goals and policies and those that can be deleted or consolidated.
- Review for plan usability and implementation.
- Necessary alignment with the Countywide Planning Policies.
- Opportunities to align with updates to state law since the last update.

Deliverables:

- Preparation of plan audit document.

Assumptions:

- Assumes one round of review and edits.
- Assumes county assistance on task.
- Climate audit conducted separately but may be included within the Plan audit report.

Sub-Task 4C. Land Capacity Analysis

Task will include a land capacity analysis, meeting the state rules in WAC 365-196-325 to better determine the available capacity of land that may be developable or redevelopable during the planning period. Review for sufficient capacity of land suitable for development to accommodate the allocated housing and employment growth, including the accommodation of, as appropriate, the medical, governmental, educational, institutional, commercial, and industrial facilities related to such growth, as adopted in the applicable countywide planning policies and consistent with the 20-year population forecast from the office of financial management. This process will provide information as to land use and zoning changes that may be needed to accommodate growth, housing, and employment targets.

Deliverables:

- Development of Land Capacity Analysis that meets state rules.

Assumptions:

- Assumes one round of review and edits.
- County and cities to supply GIS and building permit data where needed.
- It is not anticipated that County will be responsible for LCA for Chehalis or Centralia UGA.
- Budget may be adjusted to completed work for smaller cities.
- Growth targets which include housing targets, to be completed by county.
- Primary focus of analysis will be UGAs and LAMIRDs.
- Assumes methodology to be provided by County for use during this process.

Sub-Task 4D. Housing Affordability and Availability Needs Assessment

In this subtask the consultant will conduct a Housing Affordability and Availability Needs Assessment for unincorporated areas meeting the state rules in WAC 365-196-410. The update will incorporate new requirements in RCW 36.70A.070(2)(a) including: (i) Units for moderate, low, very low, and extremely low-income households; and (ii) Emergency housing, emergency shelters, and permanent supportive housing.

The analysis will:

- Update the community demographic assessment describing population growth/characteristics (age, race/ethnicity) and household characteristics including the size, composition, and tenure (rent vs. own).

- Provide updated analysis of cost burden rates (highlighting severe and tenure-based trends) and housing affordability.
- Update the description of housing production over time and describe trends associated with the type/age of housing for unincorporated areas.
- Update the assessment of current housing market conditions (sales prices/rents, vacancy rates) and discuss how this impacts the housing stock and the affordability of housing.
- Provide population change analysis including available population forecast information to depict estimated population changes over the next few decades.
- Provide a workforce profile and an employment commuting trends assessment.

Proposed Deliverables:

- Draft and Final Housing Affordability and Availability Needs Assessment.

Assumptions:

- Assumes one round of review and edits.
- Assumes work will be consistent with level of information in existing Plan.
- It is not anticipated that County will be responsible for Chehalis or Centralia UGA.
- Budget may be adjusted to complete work for smaller cities. No additional work is included in this budget.
- Employment, growth, and housing targets completed by county.

Task 5: Draft Comprehensive Plan (April 2024 – June 2024)

This Task will include development of the Draft Comprehensive Plan. The draft will reflect updated formatting, element approach, and edited policies (new, revised, and proposed for removal) and content consistent with the methodology decided upon with the County. As part of this task, we will also prepare a table which outlines the why policies are proposed to be included, amended, or deleted. This will assist with the public as they have an opportunity to comment. Policy changes will be focused on those to be consistent with the CPPs and changes to state law since the last update.

Deliverables:

- Preparation of Draft Comprehensive Plan.

Assumptions:

- Draft will include close coordination with County team on policy development.
- Includes two rounds of drafting and comments.
- Coordination with County GIS on map preparation. Assumes County will take lead on map changes.
- Climate policies will be developed under Task 06.
- Transportation policy development, in coordination with the County is included in the scope. Transportation studies and analysis is not and where required, will be provided separately by the county.

Task 6: Climate Resiliency Element (Feb 2024 – Feb 2025)

This Task is focused on creating a new Climate Element and Resiliency Sub-Element meeting the requirements of RCW 36.70A.070(9) which are applicable to Lewis County.

Task 6A Climate Element with Resiliency sub-element

- Audit existing plans and policies to develop a baseline and understand current gaps and opportunities.
- Identify community assets - social, economic, and environmental assets that community members value and want to protect.
- Explore future hazards based on potential changes to the climate in the future.
- Pair assets and hazards and describe exposure and consequences.
- Prioritize issues.

Deliverables:

- Submit a memorandum outlining current policy gaps and opportunities. Will be included with report outlined in Task 4.B
- Submit a memo summarizing potential climate impacts/ risks/vulnerabilities and potential opportunities.

Assumptions:

- County GIS will assist with mapping tasks.

6B – Draft Climate Element with Resiliency sub-element

- Create new Comprehensive Plan Climate Element with Resiliency Sub-Element.
- Develop new and revised policies based upon policy analysis.
- Ensure new and revised policies cross-reference other comprehensive plan elements.

Deliverable:

- Draft Climate Element meeting the requirements of HB 1181

Assumptions:

- Includes two rounds of review and edit.
- Work on this draft will be incorporated into the overall Draft Comprehensive Plan from Task 5.

6C – Final Climate Element with Resiliency Sub-elements

- Respond to comments on Draft Climate Element
- Update Comprehensive Plan Climate Element with Resiliency Sub-Element.

Deliverable:

- New Climate Element meeting the requirements of HB 1181

Assumptions:

- Includes two rounds of review and edit.
- Work on this draft will be incorporated into the overall Final Comprehensive Plan from Task 7.

6D – Integration Plan

- Based upon adopted policies, create short integration plan outlining any policy or regulation changes to implement new policies.

Deliverable:

- Short report outlining options to implement new policies. This can be utilized when additional grant funds are sought and for code changes taken up as part of this process.

Task 7: Final Comprehensive Plan (Aug 2024 – Feb 2025)

The Task will include an updated Plan which responds to comments on the review of the draft Comprehensive Plan. We will continue to adjust the Comprehensive Plan as needed as the plan moves through the adoption process.

Deliverables:

- Update draft comprehensive plan based upon comments from the county and in response to public comments received.
- Include new and revised policies as needed to respond to comments and build the record.
- Create a response to public/agency comment response.
- Supply the county with a final comprehensive plan for adoption.

Assumptions:

- For comment response, Kimley-Horn will lead effort, but the county will provide assistance.
- Commerce 60-day notice to be provided by County.

Task 8: Capital Facilities Plan (Feb 2024 – March 2025)

The purpose of the CFP is to meet the Growth Management Act requirements listed in RCW 36.70A.070(3) and rules outlined within WAC 365-196-415. The updated CFP will identify capital improvements and associated funding that support the County's land use plan and growth targets (population and employment) for the period 2025–2045.

The CFP will update the inventory of existing capital facilities owned by public entities, showing the locations and capacities of the capital facilities. An updated forecast of the future needs for capital facilities will be provided based on the land use element (growth target distribution). Proposed locations and capacities of expanded or new capital facilities will be identified. The CFP will outline a six-year plan that will finance capital facilities within projected funding capacities and identify sources of public money for such purposes. Additionally, the CFP will outline funding sources to finance capital facilities

for the 20-year planning period, at a less detailed level than the six-year plan. The facilities identified will be consistent with WAC 365-196-415.

The consultant team will work with Lewis County and other providers of services. Outside documents will be reviewed and incorporated into the updated CFP by reference. The updated CFP will be synced with the land use element to ensure planned growth meets established levels of services and that policies are in place to reassess the land use element if probable funding falls short of meeting existing needs.

It is anticipated that the consultant team will work with and collect required data from outside service providers. The County will lead data collection efforts for County-provided services. The consultant team will coalesce data into a cohesive document.

Proposed Deliverables:

- Draft and Final Capital Facility Plan consistent with the level of information provided in the current CFP.

Assumptions:

- County will provide heavy support to gathering information for County owned facilities and from county departments.
- County will assist in gathering contact information for outside service providers and assist with contact for information for CPF.
- Assumes keeping current CFP format and just updating the information in the Plan consistent with GMA.
- The consultant team will support the County to distribute LCA results at the Transportation Analysis Zone (TAZ) level including 2045 growth projections for CFP needs.
- The consultant team will work with the County to distribute TAZ analysis to service providers for the 6- and 20-year CFP.
- County will assist with assumptions for 6-year financing plan.

Task 9: SEPA (September 2025)

This Task will include preparation of a non-project SEPA checklist. Checklist will refer to important exhibits and documents to help support the SEPA Threshold Decision.

Proposed Deliverables:

- Preparation of non-project SEPA and supporting documentation.

Assumptions:

- County to issue SEPA and lead any response to comments.
- Assumes issuance of SEPA DNS/MDNS.

Task 10: Development Regulations (Dec 2024 – June 2025)

This Task will include preparation of code amendments to address gaps created through new legislation since the last Periodic Comprehensive Plan update. In addition, code updates will address changes needed for consistency with policy changes.

Given that it is unknown at this time exactly what code changes will be required AND what code changes resulting from HB 1181 will be addressed now vs. later, we are providing hours estimate for this task.

Proposed Deliverables:

- Scoping potential code changes.
- Developing draft code amendments.
- Developing final code amendments.

Assumptions:

- Meetings and hearings will be held under Task 3C.
- Assumes one set of code changes with one SEPA DNS
- Assumes issuance of SEPA DNS/MDNS.
- Assumes approximately 160 hours for this Task.

Task 11: Critical Area update and BAS review (Mar 2024 – March 2025)

Sub-Task 11A. BAS Review and Gap Analysis

The review of Best Available Science (BAS) will include an update to the County's previous CAO update and BAS analysis. The BAS Review will cover the five types of critical areas defined in RCW 36.70A. We will prepare a formal BAS document that summarizes current and recent science and its implications in regulatory provisions. This work will be followed by a regulatory Gap Analysis that will be cross-referenced to the BAS summary to ensure a thorough analysis. The Gap Analysis will be prepared detailing where modifications to critical areas regulations should occur. Climate change factors will be covered to the extent that agency guidance is readily available.

Deliverables:

- Draft and Final BAS summary.
- Draft and Final Gap Analysis Report.

Assumptions:

- Includes one round of review and revisions.
- Meetings and hearings under Task 3C.

Sub-Task 11B. CAO Code Amendments

Coordinate with County staff to review code sections that require an update. Proposed updates will be cross-referenced to the Gap Analysis and BAS summary, as applicable.

Deliverables:

- Preliminary draft of proposed code updates for county review.
- Final draft of proposed code updates for county review which includes responding to comments.
- Final public review draft of proposed code updates.

Assumptions:

- Includes one round of review and revisions.
- Meetings and hearings under Task 3C.

Task 12: Project closeout (June 2025)

This Task will include meeting with the county and ensuring all materials are complete for final submittal to Commerce. Includes coordination on Task.

Exhibit B: 2023-GEN-006 Draft Budget

Task	Comp Plan	Climate	Total Budget
Task 1: Project Kickoff and Charter	\$ 12,500.00	\$ 5,500.00	\$ 18,000.00
Task 2: Reoccurring project team meetings and project administration	\$ 22,500.00	\$ 17,500.00	\$ 40,000.00
Task 3: Community Engagement Plan and Community Engagement			\$ -
Sub-Task 3A - Community Engagement Plan and Community Engagement under GMA	\$ 19,500.00		\$ 19,500.00
Sub-Task 3B - Community Engagement Plan and Community Engagement under Climate Grant		\$ 20,500.00	\$ 20,500.00
Sub Task 3C – Public meetings and hearing	\$ 16,000.00	\$ 12,500.00	\$ 28,500.00
Task 4: Project scoping			\$ -
Sub-Task 4A - Commerce checklist – policy and state law gap analysis	\$ 12,500.00		\$ 12,500.00
Sub-Task 4B - Plan audit	\$ 12,500.00		\$ 12,500.00
Sub-Task 4C - Land Capacity Analysis	\$ 18,000.00		\$ 18,000.00
Sub-Task 4D - Housing Affordability and Availability Needs Assessment	\$ 14,500.00		\$ 14,500.00
Task 5: Draft Comprehensive Plan	\$ 22,500.00		\$ 22,500.00
Task 6: Climate Resiliency Element			\$ -
Sub-Task 6A Climate Element with Resiliency sub-element		\$ 27,500.00	\$ 27,500.00
Sub-Task 6B - Draft Climate Element with Resiliency sub-element		\$ 19,500.00	\$ 19,500.00
Sub-Task 6C – Final Climate Element with Resiliency Sub-elements		\$ 10,500.00	\$ 10,500.00
Sub-Task 6D – Integration Plan		\$ 6,500.00	\$ 6,500.00
Task 7: Final Comprehensive Plan	\$ 12,500.00		\$ 12,500.00
Task 8: Capital Facilities Plan	\$ 23,500.00		\$ 23,500.00
Task 9: SEPA	\$ 10,500.00		\$ 10,500.00
Task 10: Development Regulations			\$ -
Sub-Task 10A - Development Regulations Audit	\$ 4,500.00	\$ 5,000.00	\$ 9,500.00
Sub-Task 10B - Draft Development Regulations	\$ 7,500.00	\$ 7,500.00	\$ 15,000.00
Sub-Task 10C - Final Development Regulations	\$ 2,500.00	\$ 2,500.00	\$ 5,000.00
Task 11: Critical Area update			\$ -
Sub-Task 11A – BAS review and GAP Analysis	\$ 49,000.00		\$ 49,000.00
Sub-Task 11B – CAO Code Amendments	\$ 21,000.00		\$ 21,000.00
Task 12: Project closeout	\$ 5,000.00		\$ 5,000.00
Total	\$ 286,500.00	\$ 135,000.00	\$ 421,500.00



Interagency Agreement with

Lewis County

through

Growth Management Services

**Contract Number:
24-63335-020**

For

**GMA Periodic Update Grant
2025 Jurisdiction (SFY24-SFY25)**

Dated: Date of Execution



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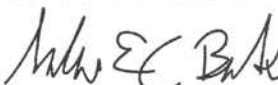
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Face Sheet

Contract Number: 24-63335-020

**Local Government Division
Growth Management Services
GMA Periodic Update Grant (PUG)**

1. Contractor Lewis County Community Development, Planning Division 2025 Kresky Avenue Chehalis, WA 98532		2. Contractor Doing Business As (as applicable) N/A	
3. Contractor Representative Mindy Brooks Senior Long Range Planner (360) 740-2610 mindy.brooks@lewiscountywa.gov		4. COMMERCE Representative Catherine McCoy Senior Planner Growth Management Services (360) 280-3147 catherine.mccoy@commerce.wa.gov PO Box 42525 1011 Plum St. SE Olympia, WA 98504-2525	
5. Contract Amount \$350,000	6. Funding Source Federal: ☐ State: ☒ Other: ☐ N/A: ☐		7. Start Date Date of Execution
8. End Date June 30, 2025			
9. Federal Funds (as applicable) N/A		Federal Agency: N/A ALN N/A	
10. Tax ID # N/A	11. SWV # SWV0001232-32	12. UBI # 212-002-978	13. UEI # N/A
14. Contract Purpose Grant funding to assist Lewis County with planning work for the completion the Growth Management Act (GMA) requirement to review and revise the comprehensive plan and development regulations under RCW 36.70A.130(5).			
COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work and Attachment B - Budget.			
FOR CONTRACTOR  Mindy Brooks, Senior Long Range Planner, on behalf of Lee Napier, Director Lewis County Community Development 10/30/23 Date		FOR COMMERCE DocuSigned by:  Mark K. Barkley, Assistant Director Local Government Division 11/20/2023 5:46 AM PST Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	



Special Terms and Conditions

1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

2. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

3. COMPENSATION

COMMERCE shall pay an amount not to exceed **three hundred fifty thousand dollars (\$350,000)**, for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in Attachment A - Scope of Work and Attachment B - Budget.

4. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly nor less than quarterly.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 24-63335-020. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement. Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

State Fiscal Year Compensation

COMMERCE will reimburse Contractor a maximum of \$175,000 for State Fiscal Year 2024 (July 1, 2023 - June 30, 2024) and a maximum of \$175,000 for State Fiscal Year 2025 (July 1, 2024 - June 30, 2025).

Grant Start Date

COMMERCE will pay the Contractor for costs incurred beginning July 1, 2023, for services and deliverables described under this Agreement.

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will



be paid by any other source, including grants, for that service.

Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Modification of the Project Budget

- A. Notwithstanding any other provision of this contract, the Contractor may, at its discretion, make modifications to line items in the Budget, hereof, that will not increase the line item by more than fifteen percent (15%).
- B. The Contractor shall notify COMMERCE in writing (by email or regular mail) when proposing any budget modification or modifications to a line item in the Budget (Attachment B,) hereof, that would increase the line item by more than fifteen percent (15%). Conversely, COMMERCE may initiate the budget modification approval process if presented with a request for payment under this contract that would cause one or more budget line items to exceed the 15 percent (15%) threshold increase described above.
- C. Any such budget modification or modifications as described above shall require the written approval of COMMERCE (by email or regular mail), and such written approval shall amend the Project Budget. Each party to this contract will retain and make any and all documents related to such budget modifications a part of their respective contract file.
- D. Nothing in this section shall be construed to permit an increase in the amount of funds available for the Project, as set forth in Section 3 of this contract, nor does this section allow any proposed changes to the Scope of Work, including Tasks/Work Items and Deliverables under Attachment A, without specific written approval from COMMERCE by amendment to this contract.

5. SUBCONTRACTOR DATA COLLECTION

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Contract performed by subcontractors and the portion of Contract funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

6. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

7. FRAUD AND OTHER LOSS REPORTING

Contractor shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

8. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B - Budget



General Terms and Conditions

1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Washington Department of Commerce.
- C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Contractor, including any Attachments, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" or "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

3. AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

4. ASSIGNMENT

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and



- iii. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.
 - B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
 - C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. **COPYRIGHT**

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

7. **DISPUTES**

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As



an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

11. RECAPTURE

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

12. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

13. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

14. SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

15. SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.



If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

16. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

17. TERMINATION FOR CAUSE

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

18. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days' written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

19. TERMINATION PROCEDURES

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and



(iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which COMMERCE has or may acquire an interest.

20. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further



damage.

- D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.
- E. All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

21. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.



Attachment A: Scope of Work

Task/Work Item	Description	SFY 2024 Funds	SFY 2025 Funds	Deliverable(s)
Task 1: Scoping Goals & Policies Completion date: November 15, 2023	Perform a gap analysis of the 2017 Comprehensive Plan. Work with the Board of County Commissioners and Planning Commission to scope priority amendments to the plan. Vet through public engagement.	\$10,000	\$0	Deliverable 1: Periodic Update Checklist
Task 2: Public Engagement Plan Completion date: On-going; final June 15, 2025	Public Engagement Plan that meets the county's guidelines. Summary report of public engagement results.	\$35,000	\$25,000	Deliverable 2A: Public Engagement Plan Deliverable 2B: Engagement Results
Task 3: Existing Conditions & Capital Facilities Draft completion date: January 31, 2024 Final completion date: April 30, 2024	Update both the existing conditions information in the comprehensive plan, and work with internal and external partners to amend the existing capital facilities element.	\$60,000	\$0	Deliverable 3A: Draft Comprehensive Plan Chapter Introductions Deliverable 3B: Updated Capital Facilities Plan
Task 4: Comprehensive Plan Goals, Policies and Future Land Uses Map Draft completion date: April 30, 2024 Final completion date: June 30, 2024	Update Comprehensive Plan goals, policies and future land use designations map. Includes SEPA checklist and determination (could result in EIS). Note – This includes new Housing Element.	\$60,000	\$0	Deliverable 4A: Draft Comprehensive Plan Deliverable 4B: Final Ordinance adopting goals, policies and future land uses map



Task 5: Scoping Zoning & Development Regulations Draft completion date: June 30, 2024 Completion date: September 30, 2024	Perform a gap analysis of the Lewis County Code zoning designations and development regulations based on the updated Comprehensive Plan goals, policies and future land use designations, as well as the mandated state updates.	\$10,000	\$10,000	Deliverable 5A: Zoning Changes Map Deliverable 5B: Periodic Update Checklist
Task 6: Amended Zoning & Development Regulations Draft completion date: January 15, 2025 Completion date: June 30, 2025	Amend the zoning designations and development regulations to implement the Comprehensive Plan. Includes SEPA checklist and determination (could results in EIS).	\$0	\$55,000	Deliverable 6A: Draft Development Regulations Deliverable 6B: Final Ordinance adopting amended zoning map and development regulations
Task 7: Critical Areas Ordinance Draft completion date: March 15, 2023 Completion date: June 30, 2025	Amend the Critical Areas Ordinance to address statutory updates. Includes SEPA checklist and determination (could results in EIS).	\$0	\$75,000	Deliverable 7A: Draft Development Regulations Deliverable 7B: Final Ordinance adoption amendment Critical Areas
Task 8: Close Out Completion date: June 30, 2025	Finding that the periodic update required by RCW 36.70A.130(b) is complete	\$0	\$10,000	Deliverable 8: Findings Resolution
Total Budget		\$175,000	\$175,000	
Control Number (Total Grant Available)		\$175,000	\$175,000	



Attachment B: Budget

Table 1: Budget by Task

Task/Work Item	SFY 2024 Budget	SFY 2025 Budget
Task 1: Scoping Goals & Policies Completion date: November 15, 2023	\$10,000	\$0
Task 2: Public Engagement Plan Completion date: On-going; final June 15, 2025	\$35,000	\$25,000
Task 3: Existing Conditions & Capital Facilities Draft completion date: January 31, 2024 Final completion date: April 30, 2024	\$60,000	\$0
Task 4: Comprehensive Plan Goals, Policies and Future Land Uses Map Draft completion date: April 30, 2024 Final completion date: June 30, 2024	\$60,000	\$0
Task 5: Scoping Zoning & Development Regulations Draft completion date: June 30, 2024 Completion date: September 30, 2024	\$10,000	\$10,000
Task 6: Amended Zoning & Development Regulations Draft completion date: January 15, 2025 Completion date: June 30, 2025	\$0	\$55,000



Task 7: Critical Areas Ordinance Draft completion date: March 15, 2023 Completion date: June 30, 2025	\$0	\$75,000
Task 8: Close Out Completion date: June 30, 2025	\$0	\$10,000
Total Budget	\$175,000	\$175,000

Table 2	SFY 2024 (7/1/2023 to 6/30/2024)	SFY 2025 (7/1/2024 to 6/30/2025)
<i>Expenses</i>		
Salaries and Benefits	\$37,500	\$52,500
Professional Services	\$137,500	\$122,500
In-Kind	\$41,000	\$41,000
Total Expenses	\$216,000	\$216,000

Table 3	SFY 2024 (7/1/2023 to 6/30/2024)	SFY 2025 (7/1/2024 to 6/30/2025)
Update Grant Funding Sources		
Commerce Update Grant Funds	\$175,000	\$175,000
Other Funds (If any)	\$41,000	\$41,000
Total Funds	\$216,000	\$216,000

BOCC AGENDA ITEM SUMMARY

Resolution:**BOCC Meeting Date:** Dec. 19, 2023**Suggested Wording for Agenda Item:****Agenda Type:** Deliberation

Authorize Lee Napier, Director of Community Development, to sign contract 2023-GEN-006 between Kimley-Horn and Lewis County for the Comprehensive Plan Periodic Update

Contact: Mindy Brooks**Phone:** 3607402610**Department:** CD - Community Development**Description:**

Authorize Lee Napier, Director of Community Development, to sign contract 2023-GEN-006 between Kimley-Horn and Lewis County for the Comprehensive Plan Periodic Update

Approvals:**Publication Requirements:****Publications:****User****Status**

PA's Office

Pending

Additional Copies:

Sherri Dokken

Cover Letter To: