



## CLARK COUNTY STAFF REPORT

**DEPARTMENT:** Community Planning

**DATE:** August 19, 2014

**REQUEST:** Approval of contract with ESA for the completion of a supplemental environmental impact statement in support of the 2016 Clark County Comprehensive Plan update.

**CHECK ONE:**                     Consent                     CAO

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### BACKGROUND

Clark County is updating its Comprehensive Growth Management Plan, with a deadline of June 30, 2016. One of the requirements of the update process is an analysis of potential environmental impacts from policy and land use changes proposed as part of the update.

For the 2016 update, the Board has adopted a number of planning assumptions, including the medium OFM population forecast for 2035 and a jobs target. The determination has been made using the Vacant and Buildable Lands Model (VBLM) that there is sufficient land in current urban growth areas to accommodate planned-for jobs and population.

The environmental review for the 2007 plan update included an environmental impact statement (EIS) on various growth alternatives. Because predicted growth has not occurred and little or no urban growth area expansion is planned, the environmental analysis for the 2016 plan update will be re-adoption of the 2007 EIS and preparation of a supplemental EIS (SEIS) to review any other changes proposed. Contracts for the 2007 EIS (which included work on the EIS done for the 2004 plan) totaled more than \$600,000.

Knowing that the comprehensive plan update was coming and that no funding was coming from the state Department of Commerce, the Board approved a \$300,000 decision package for Community Planning for the 2013-14 biennium for the update. Funds for this project will come from overall update funding. Details of the project are contained in the attached Professional Services Contract, Exhibit A.

### COMMUNITY OUTREACH

The consultant was selected through a competitive bid process that included one addendum.

### BUDGET AND POLICY IMPLICATIONS

The Board approved funds for the comprehensive plan update for the 2013-14 biennium. Preparation of the SEIS will be funded as part of the update process per the contract agreement between ESA Inc. and Clark County dated August 19, 2014 and ending on June 1, 2015.

*MP*  
*OK*  
*4/1*



**FISCAL IMPACTS**

Yes (see attached form)

No

**ACTION REQUESTED**

Approval of the attached contract with ESA in the amount of \$99,936 to a supplemental EIS as outlined in RFP #675, with the County Administrator provided authority to sign any subsequent amendments thereto.

**DISTRIBUTION**

Please return both signed original contract documents to Community Planning.

ATTACHMENTS: Two original copies of the contract with ESA.

\_\_\_\_\_  
Name: Oliver Orjiako  
Title Director

Approved: Aug. 19, 2014  
CLARK COUNTY  
BOARD OF COMMISSIONERS

SR 186-14

# FISCAL IMPACT ATTACHMENT

## Part I: Narrative Explanation

The funds for the project were approved by the Board in the 2013-14 biennium budget for the establishment of a rural industrial land bank. The deliverables to the county are those listed in Exhibit A of the attached contract.

## Part II: Estimated Revenues

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
<b>Total</b>						

II. A – Describe the type of revenue (grant, fees, etc.)

## Part III: Estimated Expenditures

III. A – Expenditures summed up

Fund #/Title	FTE's	Current Biennium		Next Biennium		Second Biennium	
		GF	Total	GF	Total	GF	Total
0001.000.545.558611.411.088156		\$49,968	\$49,968				
0001.000.545.558612.411.088156		\$49,968	\$49,968				
<b>Total</b>		\$99,936	\$99,936				

III. B – Expenditure by object category

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Salary/Benefits						
Contractual						
Supplies						
Travel						
Other controllables	\$99,936	\$99,936				
Capital Outlays						
Inter-fund Transfers						
Debt Service						
<b>Total</b>	\$99,936	\$99,936				

CP 4-29

**Professional Services Agreement  
Comprehensive Plan Supplemental EIS (RFP #675)**

THIS Agreement is entered into this 19<sup>th</sup> day of August 2014, by and between CLARK COUNTY, after this called "County," a political subdivision of the State of Washington, and ESA, Inc., after this called the "Contractor."

**WITNESSETH**

WHEREAS, the Contractor has been chosen through a competitive bid process by the County (RFP # 675) and has the expertise to provide professional services for Clark County and to perform those services more particularly set out in the proposal attached hereto and incorporated herein by this reference as Exhibit A.

WHEREAS, Clark County does not have available staff to provide such services for the benefit of the services of Clark County, NOW, THEREFORE,

THE COUNTY AND THE CONTRACTOR MUTUALLY AGREE AS FOLLOWS:

1. Services. The Contractor shall perform services as set forth in Exhibit A.
2. Term. The Agreement shall be effective beginning August 15, 2014, and ending June 30, 2015.
3. Compensation. County shall pay the Contractor for performing said services upon receipt of a written invoice according to the schedule set forth in Exhibit B, which is attached hereto and incorporated herein by this reference. The parties mutually agree that in no event shall the amount of billing exceed the dollar amount in Exhibit B without prior written approval of the County.
4. Termination. The County may terminate this Agreement immediately upon

*any breach by Contractor in the duties of Contractor as set forth in the Agreement. The waiver by the County of one or more breaches shall not be construed as a waiver of any other or subsequent breach or breaches. Further, County may terminate this Agreement upon immediate notice to Contractor in the event that the funding for the project ceases or is reduced in amount. The Contractor will be reimbursed for services expended up to the date of termination.*

*5. Independent Contractor. The Contractor shall always be an independent contractor and not an employee of the County, and shall not be entitled to compensation or benefits of any kind except as specifically provided herein.*

*6. Indemnification. The Contractor does release, indemnify and promise to defend and save harmless the County, its elected officials, officers, employees and agents from and against any and all liability, loss, damages, expenses, actions, and claims, including costs and reasonable attorney's fees incurred by the County, its elected officials, officers, employees and agents in defense thereof, asserted or arising directly or indirectly on account of or out of the performance of service pursuant to this Agreement. In making these assurances, the Contractor specifically agrees to indemnify and hold harmless the County from any and all bodily injury claims brought by employees of the Contractor and expressly waives its immunity under the Industrial Insurance Act as to those claims which are brought against the County; provided, however, this paragraph does not purport to indemnify the County against the liability for damages arising out of bodily injuries to person or damages caused by or resulting from the sole negligence of the County, its elected officials, officers, employees and agents.*

*7. Wage and hour compliance. Contractor shall comply with all applicable*

*provisions of the Fair Labor Standards Act and any other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall always save County free, clear and harmless from all actions, claims, demands and expenses arising out of said act and the rules and regulations that are or may be promulgated in connection therewith.*

8. *Social Security and Other Taxes.* *The Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income or other form of taxes, fees, licenses, excises, or payments required by any city, federal or state legislation that is now or may during the term of this Agreement be enacted as to all persons employed by the Contractor in performance of the work pursuant to this Agreement and shall assume exclusive liability therefore, and meet all requirements thereunder pursuant to any rules and regulations that are now and may be promulgated in connection therewith.*

9. *Contract Documents:* *Contract documents consist of this Agreement, Exhibit A, a scope of work which consists of a proposal based on RFP #675, and Exhibit B, a budget document.*

10. *Equal Employment Opportunity:* *The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual orientation, age, disability, marital status or national origin.*

11. *Changes:* *County may, from time to time, require changes in the scope of the services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the County and the Contractor, shall be in writing, signed by both*

*parties, and incorporated in the written amendments to the Agreement.*

*12. Public Records Act: Notwithstanding any provisions of this Agreement to the contrary, to the extent any record, including any electronic, audio, paper or other media, is required to be kept or indexed as a public record in accordance with the Washington Public Records Act, RCW Chapter 42.56, as may hereafter be amended, Contractor agrees to maintain all records constituting public records and to produce or assist Clark County in producing such records, within the time frames and parameters set forth in state law. Contractor further agrees that upon receipt of any written public record request, Contractor shall, within two business days, notify Clark County by providing a copy of the request to the Clark County Public Records Officer/Department of Community Planning.*

*13. Governing Law. This Agreement shall be governed by the laws of the State of Washington. Venue for any litigation shall be in Superior Court for the State of Washington in Clark County, Washington.*

*14. Confidentiality. With respect to all information relating to County that is confidential and clearly so designated, the Contractor agrees to keep such information confidential.*

*15. Conflict of Interest. The Contractor covenants that it has had no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services hereunder. The Contractor further covenants that no person having such interest shall be employed by it, or shall perform services as an independent contractor with it, in the performance of this Agreement.*

*16. Consent and Understanding. This Agreement contains a complete and*



**Vendor/Contractor:**

*Have you or any of your employees who will be directly compensated retired from a Washington State Retirement System using the 2008 Early Retirement Factor?*

Yes

No

*If yes, please provide the name and social security number for each retiree to Clark County Purchasing.*

## SCOPE OF WORK

### Supplemental Environmental Impact Statement (SEIS) for the 2016 Clark County Comprehensive Growth Management Plan Update

#### Project Understanding

Clark County is updating its 2007 Comprehensive Growth Management Plan, a process required by the Washington Growth Management Act (GMA). The GMA requires that jurisdictions identify and plan for projected growth through 2035. The purpose of this project is to develop a supplemental environmental impact statement (SEIS) for the Clark County Comprehensive Plan Update. The SEIS will be based on the DEIS and FEIS prepared for the 2007 plan update. The SEIS will inform the choices among alternative paths that the County could take in its planning policies and practices.

To meet Clark County's environmental review needs, ESA proposes to prepare a Draft and Final SEIS in compliance with the State Environmental Policy Act (SEPA), including a generalized capital facilities analysis of the preferred alternative and assist County staff with SEPA Scoping meetings and public hearings on the Draft SEIS. This scope of work describes the process required to complete the scope of work in four major tasks. A separate cost schedule is provided in Attachment B.

#### General Assumptions

- Clark County is the lead agency for the SEPA SEIS;
- Unless otherwise stated, all deliverables will be provided in electronic format to the County Project Manager. Clark County will be responsible for production of hard copies;
- Clark County will provide an electronic version in MS Word of the 2007 SEIS, and other information useful for this SEIS analysis, including GIS data files;
- Assistance from various Clark County agencies for information may be required, in particular Public Works. We anticipate considerable assistance from the Transportation Planning Division;
- Assistance from utility and other service providers may also be required, and we assume that Clark County will be able to assist in obtaining access to key staff;
- Delays in end of comment periods and/or public hearings may result in delays in delivery of ESA work products;
- The project is scheduled to conclude by June 30, 2015.

#### Scope of Work

##### Task 1 – Draft SEIS

##### Task 1.1 Develop Alternatives and Scope of SEIS Analysis

After the EIS scoping meeting, review of scoping comments, and review of the 2007 Comp Plan EIS, ESA will develop alternatives scenarios for accommodating growth along with establishing the assumptions for a baseline or No-Action Alternative. This will be done in coordination with County staff who will ensure recent Board policy decisions are accurately reflected. These alternatives will serve as the actions for environmental analysis and the post scoping review will establish the elements of the environment that will be the focus of attention in the SEIS.

*Assumptions*

- a) No more than two Action Alternatives and a No-Action Alternative will be developed.

*Deliverables*

- 1) Memorandum describing the framework for the SEIS, identifying the alternatives and elements of the environment to be analyzed in the SEIS document.

*Target Schedule*

- September 15, 2014

**Task 1.2 Prepare Preliminary Draft SEIS**

This task involves the preparation of the environmental analysis for the comprehensive plan. It will be organized substantively as called out in CCC 40.570.050 and will rely on GIS-based data and graphics to convey information. A summary will be developed that can be used as a stand-alone document for easy distribution during public outreach.

For each element of the environment analyzed in the Draft SEIS, ESA will describe the affected environment, analyze potential impacts and propose mitigation measures. The Affected Environment sections will focus on environmental and regulatory changes since the 2007 EIS.

The analysis of potential impacts will consider direct, indirect, long-term, short-term, and cumulative impacts of each of the Alternatives, including a general analysis of potential capital facilities in each of the jurisdictions. ESA will compare the impacts of the No-Action Alternative to the other Action Alternatives. The analysis of potential impacts will be general and qualitative given the programmatic nature of the actions, i.e., implementation of policy options. After impacts are disclosed, mitigation measures will be proposed as appropriate.

The Preliminary Draft SEIS will be provided to Clark County for internal review.

*Assumptions*

- a) No more than three alternatives will be analyzed (including the No-Action Alternative) without a revision to this scope and budget;
- b) The analysis will supplement that provided in the 2007 Comp Plan EIS.

*Deliverables*

- 1) One electronic version of the Preliminary Draft SEIS\_v1 for internal County review.

*Target Schedule*

- Sixty days from end of scoping period.

**Task 1.3 Prepare Final Draft SEIS**

ESA will incorporate County comments and produce a revised version of the Draft SEIS referred to as Draft SEIS\_v2 for final approval. Minor revisions will be incorporated into a Final Draft SEIS\_v3 for public review. ESA will organize the document into a format that is readably accessible both electronically and as hard-copy.

*Assumptions*

- a) Clark County will provide one consolidated set of comments on the Preliminary Draft SEIS\_v1 within two weeks of receipt of the PDSEIS\_v1;
- b) County comments on the Preliminary Draft SEIS\_v1 will not result in changes to the alternatives without revision to this scope and budget;
- c) Clark County will provide one consolidated set of comments on the camera-ready Draft SEIS\_v2 within 3 days of receipt of the DSEIS\_v2; the comments will be minor;

- d) Clark County will be responsible for notification, publication, and distribution of electronic and hard-copy documents.

*Deliverables*

- 1) One electronic camera-ready version of the Draft SEIS\_v2 for final internal County review.
- 2) One electronic pdf printer-ready version of the Final Draft SEIS\_v3 for hard-copy production; and one electronic bookmarked version for on-line viewing and publication as a CD.

*Target Schedule*

- DSEIS\_v2 thirty days from receipt of County comments;
- DSEIS\_v3 five days from receipt of County comments on DSEIS\_v2.

## **Task 2 – Final SEIS**

Preparation of the Final SEIS will include responding to comments; developing the preferred alternative and refining the environmental analysis. The Final SEIS will include a new summary and project description sections and minor edits to the technical analysis will be documented in track changes.

### Task 2.1 Screen Comments

ESA will consolidate and organize comments received on the Draft SEIS according to topic. Together with County staff, the comments will be assigned to the appropriate responder. ESA will input the comments in a database to track the status of response.

*Assumptions*

- a) Clark County will transmit all public comments to ESA in a timely manner;
- b) For purposes of cost estimating ESA has assumed 100 comment letters with no more than 30 distinct and substantive comments from the letters and public hearings. If there are substantially more comments, the scope and budget for this task will need to be revised.

*Deliverables*

- 1) Spreadsheet of comments and responder assignments;

*Target Schedule*

- Two weeks from end of the comment period.

### Task 2.2 Prepare Preliminary Final SEIS

#### **A. Develop Preferred Alternative**

By developing the preferred alternative from the alternatives that were analyzed in the Draft SEIS, we envision that the document will not require new analysis since the impacts will have been disclosed and mitigation proposed.

#### **B. Revise Draft SEIS**

The summary and project description sections would be revised to incorporate the Preferred Alternative and minor amendments would be made to the technical analysis. Other than a generalized analysis of capital facilities for the Preferred Alternative, no new analysis will be required.

**C. Response to Comments**

Comment letters and responses will be reproduced in a new section in the Final SEIS. Comments within each letter will be enumerated and a response provided. Similar comments that have been responded to may be referenced to those earlier responses.

*Assumptions*

- a) It is assumed that the Draft SEIS would not need to be extensively revised after the public comment period.

*Deliverables*

- 1) Preliminary Final SEIS for internal County review

*Target Schedule*

- Forty-five days from end of the comment period on Draft SEIS

**Task 2.3 Prepare Final SEIS**

ESA will revise the Preliminary Final SEIS in response to County staff comments and prepare the Final Supplemental Environmental Impact Statement on the proposed 2016 Comprehensive Plan for public distribution.

*Assumptions*

- a) Clark County will provide one consolidated set of comments on the Preliminary Final SEIS\_v1 within two weeks of receipt of the PFSEIS\_v1;
- b) County comments on the Preliminary Final SEIS\_v1 will not result in substantive changes without revision to this scope and budget;
- c) Clark County will provide one consolidated set of comments on the camera-ready Final SEIS\_v2 within 3 days of receipt of the DSEIS\_v2; the comments will be minor;
- d) Clark County will be responsible for notification, publication, and distribution of electronic and hard-copy documents of the Final SEIS\_v3.

*Deliverables*

- 1) Final SEIS\_v2 camera-ready for final Clark County approval
- 2) Final SEIS\_v3 for public distribution

*Target Schedule*

- Final SEIS\_v2, thirty days from receipt of County comments on PFSEIS\_v1
- Final SEIS\_v3, five days from receipt of County final approval

**Task 3 – Public Involvement**

Through the SEIS process, ESA will build on the work of the public involvement efforts to date, assisting Clark County staff provide community members with an opportunity to help shape, review and discuss options for land use and infrastructure plans.

**Task 3.1 SEIS Scoping**

ESA will attend SEIS Scoping in late August.

*Assumptions*

- a) Clark County staff have made all arrangements for the Scoping meetings, including presentation materials and handouts;
- b) ESA staff will be at the meetings in an audit role.

*Deliverables*

- 1) Attendance at each of the four public scoping meetings by at least one ESA team member.

*Target Schedule*

- August 19, 20 and August 27, 28

**Task 3.2 Draft SEIS Public Hearing**

ESA will assist County staff with presentation of findings at the public hearing on the Draft Supplemental EIS.

*Assumptions*

- a) The public hearing will be conducted by the Joint Board of County Commissioners and Planning Commission on January 22, 2015.
- b) Clark County will provide notification; publication and distribution of hard-copy materials for the public hearing.

*Deliverables*

- 1) Presentation and handout materials in electronic format for the agenda packets.

*Target Schedule*

- Presentation and handout materials will be provided two weeks in advance of the hearing date

**Task 3.3 City Coordination**

ESA will support County staff coordinate with City staff or other stakeholders as budget allows. The County Project Manager could schedule meetings with representatives during times ESA is on-site for scoping or public hearings.

**Task 4 – Project Management**

This task incorporates activities for both ESA Team and Clark County team communication and coordination to ensure a smooth working relationship.

**Task 4.1 Project Team Coordination**

ESA will coordinate the work of its internal team and subconsultants, ensuring production (with appropriate QC and technical editing) of deliverables on schedule and within budget.

ESA will work with the County Project Manager on a detailed schedule for the preparation of the EIS and interim work products and update that schedule as needed.

ESA staff will attend a kickoff meeting with Clark County staff during one of the scoping meeting days to obtain an overview of the Comprehensive Plan Update efforts and to better understand the County's goals for integration of the SEIS process.

Check-ins will be provided via e-mail or teleconference either on a regularly scheduled basis or periodically on an as-needed basis as defined during the kickoff meeting.

**Task 4.2 Progress Reports & Invoicing**

ESA will prepare and submit monthly invoices and progress reports, which will include subcontractor progress reports, invoices, and schedule milestone updates.

*Deliverables*

- 1) Monthly invoices and progress reports.

## EXHIBIT B

ESA  
/

**COST SCHEDULE**  
**Supplemental Environmental Impact Statement (SEIS) for the**  
**2016 Clark County Comprehensive Growth Management Plan Update**

The cost of the services described in Exhibit A Scope of Work is estimated to be \$99,936. Work will be invoiced on a time and materials basis. A breakdown of costs by task is shown in the table below.

<b>Task</b>	<b>Description</b>	<b>Hours</b>	<b>Cost</b>
<b>ESA</b>			
1	Draft SEIS	375	\$46,940
2	Final SEIS	225	\$27,980
3	Public Involvement	40	\$5,720
4	Project Management	48	\$5,920
	<b>Subtotal</b>	<b>688</b>	<b>\$86,560</b>
<b>SubConsultants</b>			
	KPFF	25	5,000
	FCSG	30	5,000
	BST	16	2,500
	<b>Subtotal</b>	<b>71</b>	<b>\$12,500</b>
<b>Other</b>			
	Expenses		\$876
	<b>Total</b>	<b>759</b>	<b>\$99,936</b>