# CLARK COUNTY STAFF REPORT

| DEPARTMENT/DIVISION:   | Board of County Commissioners   |  |  |  |  |
|--|---|--|--|--|--|
| DATE:  | _December 16, 2014  |  |  |  |  |
| REQUEST:   | That the Board of County Commissioners grant signature authority to the director of economic development to execute a personal services contract with Mackenzie to conduct the industrial land site readiness project and to sign all related contract documents. |  |  |  |  |
| CHECK ONE:   | X Consent   | County Administrator   |  |  |  |
| BACKGROUND: The industrial land site readiness project is a joint effort by Clark County and the Port of Vancouver through interlocal agreement to address the need for industrial employment land in Clark County served by freight rail and truck infrastructure. The project will evaluate sites in the St. Johns/Barberton area as to market readiness with respect to regional economic development goals and target industries, clearly identifying opportunities and constraints for involved stakeholders. |   |  |  |  |  |
|  | experience and established<br>selected using the MRSC ro  | credentials in conducting this type of analysis within ster.   |  |  |  |
| <b>COMMUNITY OUTREACH</b> :  | No public outreach is require   | ed for this action.  |  |  |  |
| BUDGET AND POLICY IMPLICATIONS: The industrial land site readiness project is funded through \$70,000.00 of general fund and a contribution from the Port of Vancouver in the amount of \$32,100.00 through interlocal agreement.  |   |  |  |  |  |
| FISCAL IMPACTS:  | Yes   | □ No   |  |  |  |
| <u>ACTION REQUESTED</u> : That the Board of County Commissioners grant signature authority to the director of economic development to execute a personal services contract with Mackenzie to conduct the industrial land site readiness project and to sign all related contract documents.  |   |  |  |  |  |
| DISTRIBUTION: BOCC, PA   | , Purchasing/General Service  | es (   |  |  |  |
| Jeff Swanson Director of Economic Develo   | pment   | APPROVED: DM Meller CLARK COUNTY, WASHINGTON Board of County Commissioners  Dec. 16, 2014  SR 287-14 |  |  |  |

mon of

\* 7 1 7 8 7 0 \*

# FISCAL IMPACT ATTACHMENT

# Part I: Narrative Explanation

The General Fund (0001) currently has the budget and revenue to pay for the 2013-14 biennium payment of \$70,000 for this project. For the 2015-16 Biennium the General Fund will need spending authority and revenue collection authority of \$32,100.00 to pay the remainder of the invoices and to collect the contribution from the Port of Vancouver.

### Part II: Estimated Revenues

|                            | Current Biennium |       | Next Biennium |       | Second Biennium |       |
|----------------------------|------------------|-------|---------------|-------|-----------------|-------|
| Fund #/Title               | GF               | Total | GF            | Total | GF              | Total |
| 0001/General Fund-Railroad | 40,000           |       | 32,100        |       |                 |       |
| 0001/General Fund          | 30,000           |       | 1             |       |                 |       |
|                            |                  |       |               |       |                 |       |
|                            |                  |       |               |       |                 |       |
| Total                      | 70,000           |       | 32,100        |       |                 |       |

II. A – Describe the type of revenue (grant, fees, etc.) The revenue used to pay for this project includes General Fund funding in the amount of \$30,000.00, an insurance reimbursement that is already in the railroad 2013-14 revenue budget of \$40,000, and a contribution from the Port of Vancouver in the amount of \$32,100.00 which will be collected in 2015.

# Part III: Estimated Expenditures

### III. A – Expenditures summed up

|                            |       | Current Biennium |       | Next Biennium |       | Second Biennium |       |
|----------------------------|-------|------------------|-------|---------------|-------|-----------------|-------|
| Fund #/Title               | FTE's | GF               | Total | GF            | Total | GF              | Total |
| 0001/General Fund-Railroad | 0     | 40,000           |       | 32,100        |       |                 | i     |
| 0001/General Fund          |       | 30,000           |       |               |       |                 |       |
|                            |       | ·                |       |               |       |                 |       |
|                            |       |                  |       |               |       |                 |       |
| Total                      | 0     | 70,000           |       | 32,100        |       |                 |       |

### III. B - Expenditure by object category

|                      | Current Biennium |       | Next Biennium |       | Second Biennium |       |
|----------------------|------------------|-------|---------------|-------|-----------------|-------|
| Fund #/Title         | GF               | Total | GF            | Total | GF              | Total |
| Salary/Benefits      |                  | 1     |               |       |                 |       |
| Contractual          | 70,000           |       | 32,100        |       |                 |       |
| Supplies             |                  |       |               |       |                 |       |
| Travel               |                  |       |               |       |                 |       |
| Other controllables  |                  |       |               |       |                 |       |
| Capital Outlays      |                  |       |               |       |                 |       |
| Inter-fund Transfers |                  |       |               |       |                 |       |
| Debt Service         |                  |       |               |       |                 |       |
| Total                | 70,000           |       | 32,100        |       |                 |       |

# **Professional Services Contract**

THIS CONTRACT, entered this <u>16th</u> day of <u>December</u> 2014, by and between CLARK COUNTY, after this called "County," a political subdivision of the State of Washington, and Mackenzie Engineering Inc., an Oregon Corporation, after this called "Contractor."

# WITNESSETH

WHEREAS, the Contractor has been chosen through a competitive process by the County 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. <u>Services</u>. The Contractor shall perform services as set forth in Exhibit A.
- 2. <u>Time</u>. The Contract shall be effective beginning December 17, 2014 and ending June 15, 2015.
- 3. <u>Compensation</u>. County shall pay the Contractor for performing said services upon receipt of a written invoice according to the schedule set forth in Exhibit A, which is attached hereto and incorporated herein by this reference. The parties mutually agree that in no event shall the amount billing exceed the dollar amount in Exhibit A without prior written approval of the County.
  - 4. <u>Termination</u>. The County may terminate this Contract immediately upon any

breach by Contractor in the duties of Contractor as set forth in Contract. The waiver by the County of one or more breaches shall not be construed as a waiver of any subsequent breach or breaches. Further, County may terminate this Contract 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 / Hold Harmless. The Contractor shall defend, indemnify and hold the County, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Contractor in performance of this Contract, except for injuries and damages caused by the sole negligence of the County. Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the County, its officers, officials, employees, and volunteers, the Contractor's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this

indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Contract.

- 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. <u>Social Security and Other Taxes</u>. 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 Contract 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. <u>Contract Documents:</u> Contract documents consist of this Contract and Exhibit A, which is incorporated herein by this reference. If there is a conflict between the terms of the Contract and those of Exhibit A, the Contract shall control.
- 10. <u>Equal Employment Opportunity:</u> 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. <u>Changes:</u> County may, from time to time, require changes in the scope of

the services to be performed hereunder. Any change or revision to this Contract, including any increase or decrease in the amount of the Contractor's compensation, must be mutually agreed upon by and between County and the Contractor in a writing signed by both parties, and shall be incorporated as a written amendment to the Contract.

- 12. <u>Public records act</u>: Notwithstanding the provisions of this Contract 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 Public Works.
- 13. <u>Governing Law</u>. This Contract 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. <u>Confidentiality</u>. Subject to the requirements of Section 12, above, with respect to all information relating to County that is confidential and clearly so designated, the Contractor agrees to keep such information confidential.
- 15. <u>Conflict of Interest</u>. 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 Contract.

- 16. Consent and Understanding. This Contract, which includes Exhibit A, contains a complete and integrated understanding of the agreement between the parties and supersedes any understandings, agreement, or negotiations, whether oral or written, not set forth herein or in written amendments hereto duly executed by both parties.
- 17. <u>Severability</u>. If any provision of this agreement is held invalid, the remainder will continue in full force and effect, in accordance with its terms.

IN WITNESS THEREOF, County and the Contractor have executed this contract on the date first above written.

| CLARK COUNTY                                     |
|--|
| mann   |
| By Jeff Swanson Director of Economic Development |
|  |
|  |

APPROVED AS TO FORM ONLY ANTHONY F. GOLIK

Clark County Prosecuting Attorney

By Christine Cook, Sr. Deputy Prosecuting Attorney

# **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 County Purchasing. | ne and social security number for each retiree to Clark |



DESIGN DRIVEN I CLIENT FOCUSED

November 26, 2014 (Revised December 4, 2014) (Revised December 8, 2014)

Clark County Attention: Jeff Swanson 1300 Franklin Street, Suite 667 Vancouver, WA 98666-5000

Re: Industrial Land Site Readiness Project Scope of Work and Budget Proposal Project Number 2130417.00

Dear Mr. Swanson:

## PROJECT UNDERSTANDING

Traded-sector companies sell goods to buyers outside of Clark County and southwest Washington, bringing additional wealth into the region. Attracting and retaining traded-sector industrial companies is important for Clark County's long-term economic prosperity, and establishing a supply of development-ready large sites with rail service is a critical component to attract and retain large industrial firms and generate traded-sector jobs. Positive economic impacts from additional traded-sector companies will help fuel the local growth of Clark County by increasing the competitiveness of the region, and opening up new commercial opportunities and investments. Clark County competes with other metropolitan areas for these traded-sector industries, and must be able to provide a reasonable inventory of available sites.

The Port of Vancouver brings the capability to remove obstacles and act as a catalyst for industrial development, investment, and job generation for family wage, traded-sector employment. This analysis can help inform the Port in how to strategically partner with other public agencies and the private development community to improve development readiness of traded sector employment lands.

As a project jointly funded by the Port of Vancouver and Clark County, the focus of the Clark County Industrial Lands Inventory and Site Readiness Pilot Project (the Project) is to achieve the following.

- Establish a set of criteria, metrics, and model to evaluate employment land suitability for business development, recruitment, and retention. This initial set of sites will be used as a pilot project to set the model for evaluation of additional sites in the future.
- Provide a focus for local agreement on the supply and market readiness of industrial lands in Clark County, beginning with sites initially designated by Clark County as a Pilot project, and applied to additional sites authorized by Clark County.
- Support regional economic development efforts by reviewing the target industries listed in the 9/2011 TIP
   Strategies report for CREDC (Columbia River Economic Development Council) against land availability.

- Illustrate the benefits of a coordinated approach to future policy and public/private investment decisions in the region.
- Illustrate the benefits of "ready" employment land and provide clear identification of constraints and opportunities of sites in the pilot study.

A preliminary review of areas likely to yield development sites in Clark County suggests a concerning shortage of large development-ready employment sites. The reaction to the preliminary analysis also shows a broad interest from the development community in a regional land inventory. We have participated in similar studies for the Portland Metro Area, Clackamas County, and will soon be beginning a study for Washington County. This scope identifies a pilot project setting the stage for a potential countywide analysis.

Given the constraints of public and private funding it is crucial to fully grasp the cost and time required to develop land for employment use. Industrial sites are in varying states of readiness, requiring regulatory approvals (permitting, mitigation), entitlements (land division, rezoning), infrastructure (filling/grading, sewer, water, road), consolidation of sites, neighborhood compatibility, and/or brownfield cleanup. A clearer understanding of the actions and investment required to make more of these sites development ready is needed to ensure both the county and the region's competitiveness.

On the funding side, there are limited financial tools available to address barriers to development of complex industrial sites. Although the private credit markets are recovering from the past recession, developers generally are unable to finance projects that require significant upfront capital investment, long term payback and regulatory uncertainty. Public sector grant financing is an option to be considered for regional projects, and there is also a continued need for the creation of new, innovative financing tools that will allow large parcel industrial developers to acquire, develop, and hold property as part of a regional economic development strategy. The private sector cannot be successful alone. Given these opportunities and constraints, leveraging public and private sector assets provides a better and more coordinated use of public investments. The pilot project is one vehicle for engaging collective energy as part of a regional economic development strategy.

## **PROJECT APPROACH**

The intent of this pilot project is to:

- 1. Establish a set of criteria and metrics to evaluate employment lands, and establish a base for review of additional sites as authorized through additional task orders from Clark County; and
- 2. Review an initial group of up to 6 regionally significant development sites with at least 4 sites being less than 100 acres and up to 2 larger sites up to 300 acres.

The following outlines our approach.



#### **Establish Criteria for Infrastructure Review**

Mackenzie will assemble the following:

- List of existing providers for each element of infrastructure in Clark County. Below is a list of possible partner organizations in the project:
  - Utilities
  - Water
  - Sewer
  - Transportation
  - Electric
  - Telecommunications
  - Rail
  - Educational/Job Training
  - Local Industrial and Commercial Broker
- Existing growth plan, comprehensive plan, and agency strategy for growth for the designated study sites.
- Base map will include existing comprehensive plan alignments for roads, water, sewer, and rail. The map will
  also include GIS data for wetlands, slopes, archaeological resources, contours, habitat areas lakes, and streams.
   Where available, CAD data can be integrated into the base map to reflect site specific conditions.
- A list of up to 6 sites within the study area will be developed based on a county and port developed preliminary list of potential sites, which may be comprised of multiple parcels, and identify the use (light industrial, railroad industrial, commercial, etc.) to be analyzed on each development site. At least four of the sites will be 100 acres or less, and up to two sites selected will be up to 300 acres.
- The County and Port will assemble the project team that may include representatives from service providers, a local commercial or industrial broker, county staff, community partners, and consultant team representatives. In addition to providing direction on the project to the consultant team, the stakeholders will be responsible to act as a liaison with their agency to provide needed information and review as identified below. This team may be a subset of the existing Economic Development Action Team. We will also include the CREDC Land for Jobs Committee as a sounding board to allow for broad input on assumptions and evaluation criteria and metrics. This will minimize consultant cost and utilize existing agencies and departments to provide current and accurate date for the analysis.

### Identify Industry Type and Develop a Build-out Concept for Evaluation

- Examine adjacent industry/development patterns for indications of industry/development type.
- Evaluate site location, environmental constraints, educational/job training needs of the industry, existing uses
  on and around the site and topography.
- Prepare a recommendation of two industry types for further consideration on each site. Industry types are assumed to be consistent with the target industries identified in the 2009 TIP Strategies report.



- Meet with the project stakeholder team for discussion and determination of which industry type is best for additional analysis.
- Receive direction from the stakeholder team on site specific phasing.
- Develop a conceptual layout similar to the attached concept plan on a site in Canby, Oregon. The conceptual layout will be based on the site constraints and existing conditions as available from Clark County GIS and other publicly available GIS data sources, and the chosen industry type. Layouts will assume that onsite stormwater treatment and detention will be the primary method of addressing stormwater treatment and detention/retention requirements.

# Compare Existing and Forecasted Future incremental Infrastructure Needs, Assess Development Costs, forecast fiscal impacts, and Project Permitting Timelines as relevant to study sites and industries

- Prepare a matrix outlining project incremental demand on infrastructure available to the site using target industry needs based on past project experience and published industry models, which may include the Industrial profiles utilized in the Portland Metro Region as a resource.
- Evaluate demand projections for the incremental impacts of each site against existing and planned subarea infrastructure.
- Identify the presence or absence of a skilled workforce to support target industries.
- Provide existing Real Market Value (transaction price) and future development ready land values.
- Provide Job Density Assumptions to support the fiscal analysis in this study.
- Identify existing economic incentives, public financing, and tax mileage rates.
- Assess the identified demands and the costs timelines and permitting required providing the needed infrastructure for service. Service providers include Water, Sewer, Power, Data/ Voice communications, and Transportation (roads and rail as needed).
- Provide stormwater infrastructure and modeling, sizing, and layout of site specific storm site development (persite fee).
- Prepare site infrastructure documentation for site-specific infrastructure description and summary for report.
- Prepare slope mitigation modeling for site-specific grading analysis of steeply sloped sites.
- Provide an investigation and analysis of potential environmental contamination summarized in a memo for each site to generally include a review of historic photos, review of the Washington State Department of Ecology database, and visual assessment from the public right of way adjacent to the site. Where remediation is needed, a conceptual remediation cost estimate will be developed based on the information obtained.

### **Fiscal Impact Assessment**

For Clark County the assessment of fiscal impacts will be based on property tax revenues and indirect impact on sales tax revenues, due primarily to no personal income tax. We will model the property tax based on tax rate increases provided by county staff. Modeling will be presented with similar content and form to the attached economic output model document.



# **Evaluating and Modeling and Deliverables**

Consultant will finalize the site readiness marketing data by developing site data sheets, which can be used in economic development efforts and to help inform public policy and infrastructure investment decisions. Site data sheets generally include the following information.

- Opportunities or gaps in available infrastructure to serve the build out concept.
- Financial readiness modeling based on Inputs provided from the above analysis.
- Site specific analytical tool.
- Market analysis to inform inputs on economic use, phasing, job densities (dependent on use), and market timing.
- Economic and fiscal impact analysis, based on development of the conceptual site development use with the employment densities provided.
- Description of project timing for each site and likely total project cost.

### Deliverables include:

- Site data sheets with content described above, delivered in a print ready form and a form the County and Port can edit.
- Report outlining the analysis and an Interpretation of results.
- Report/appendix for utility infrastructure study methodology.
- Report/appendix for transportation study methodology.
- Recommendations for revisions in the methodology for future sites.

The consultant team will present the results of the study to the Clark County Board of Commissioners, Port of Vancouver Commission, and the local Economic Development Agency. Up to three workshop style meetings, coordinated by Clark County and Port of Vancouver staff, are assumed in the budget.

## **ASSUMPTIONS**

The scope and fee is based on the following additional assumptions and contributions by County and Port staff.

# **Timing**

Once the proposal is accepted and funded by the County and Port, the County and Port will assemble the project team. Mackenzie will hold a project scoping session with the team to outline responsibilities, project tasks, timelines, and expectations for both the consultant and the team members. This activity will be considered pre-authorization to proceed and will be funded out of the project budget. Once the scoping session is complete and partners have agreed to participate, the county will issue the authorization to proceed and the four month timeline for the project will begin. The budget is based on the assumption that the entire project is completed within 4 months from authorization to proceed. Delays to the project may result in additional fees.



Delays within Mackenzie's control are associated with tasks performed by the consultant in this scope of work, or reasonably related to those tasks, including inventory, analysis, modeling and report preparation. Delays not within Mackenzie's control are failure of the partners in the project to supply information assigned to them in this scope of work, or reasonably associated with the work assigned in this scope.

## **Wetlands/Habitat Support Services**

County staff will conduct mapping based evaluations, including any site specific knowledge or prior approvals on the site, for the potential existence and extent of wetlands and/or waterways regulated under the law for each of industrial site and will include documentation and coordination with the project team. Documentation will include the following.

- Maps of potential wetland/habitat on site.
- Estimated acreage of wetlands/habitat on site.
- Narrative detailed whether wetlands/habitat on site can be filled/removed with industrial development and detailing all, if any, required mitigation.
- Detailed timelines of required permits and permit timelines associated with any on/off site wetlands/habitat fill
  and/or mitigation, and identification of environmental constraints, processes to permit, and likely mitigation and
  permitting costs needed for the concept development.

## **Archeological Support Services**

County staff will provide site assessments related to archeology during the duration of the project. Support services may include, but are not limited to the following.

- Identify required permits and permit costs and timelines to achieve the concept development.
- Coordinate with additional state and federal agencies to determine additional permitting costs, timelines, and processes including archeological reviews required for conceptual site development.

### **GIS Support Services**

County GIS staff will assist the consultant by providing GIS services and mapping throughout the project. Support services may include, but are not limited to the following.

- Base maps of the subject area and each site with 11x17 aerial exhibit of the site (for reference) and 11x17 aerial exhibit of the site with natural resources, slope/contour lines, and infrastructure.
- Most recent County GIS shapefiles consisting of, but not limited to, wetlands, floodplain, streams, contours, slope, utilities, only for the subject area and sites.
- Conceptual development site plans conversion (created by consultant in AutoCAD) into GIS shapefiles and geodatabases, if determined necessary throughout the project.
- Use of available GIS shape files and data from the county's GIS system.



# **Planning/Community Development Support Services**

County Community Development services will assist the consultant by providing the following.

- Fee estimates for all county permitting costs for the concept site development, including site engineering, fire, health department SEPA, environmental review fees, building permit fees, and any fees for land use approvals or reviews.
- A list of permits and approval processes with an estimated timeline to include average consultant response times from permitting history over the previous 12 months.
- Job Density Assumptions.

# **Engineering Support Services**

County engineering will assist the consultant by providing the following.

- Transportation/freight modes directly serving the site trucks, rail, water, air.
- Transportation infrastructure improvements required as part of site development, and includes all frontage improvements and all required on- and off-site improvements, typically identified in the agency capital improvement plan (CIP) or transportation system plan (TSP).
- Transportation infrastructure barriers to immediate site development (within 6 months) and typically include nearby off-site infrastructure improvements necessary for industrial/freight traffic to effectively serve the property, and includes planned infrastructure improvements including cost, funding, and timing.
- Long-term transportation operating deficiencies and are typically more-distant off-site deficiencies that are identified in the agency TSP, such as poor transportation corridor mobility or interchange deficiencies, and includes identifying all planned infrastructure improvements including cost, funding and timing.
- Identify any known transportation barriers that may be limiting/discouraging site development that are not specifically identified in the points above.
- Storm water is assumed to be remedied onsite. The analysis will treat this as a development engineering issue for the site and will not address stormwater as regional issue.

### Additional general assumptions of information provided by the Clark County or the partner organizations

- Having a predetermined use and phasing where applicable for each site. Uses will be based on the direction of Clark County or the partner organizations. (i.e. not based on market input).
- Existing Real Market Value (transaction price) and future development ready land values will be provided by Clark County or the partner organizations.
- CPRs, mileage rates, and incentive zone applicability will be provided to the consultant team by Clark County or the partner organizations.



- The consultant team will be represented at all stakeholder committee meetings by at least one representative.
   Assembly and management of this committee will be by Clark County staff.
- Additional sites can be analyzed through this project. Additional work order authorizations and funding will be provided by Clark County for additional sites beyond this pilot project. Additional sites will be analyzed using the methodology and metrics developed in this pilot project.
- This scope and budget may be amended based on lessons learned and additional data collected through mutual agreement of the consultant and Clark County. Amendments will be in writing, either through electronic communication or printed.

### **FEE SUMMARY**

The fee for the work described in this scope is \$102,100 to be billed on a fixed fee lump sum basis in two increments. The first increment will be \$70,000 to be billed in December of 2014 and the balance of the budget will be billed in March of 2015.

Mackenzie is pleased to present this scope for planning and engineering services. We are excited about the prospect of working with the County and its stakeholders on analyzing industrial land in the County. Upon your review, please let me know if you have any questions on this scope of services.

Sincerely,

Todd Johnson

Attachments: Canby Oregon example site concept

c: Gabriela Frask - Mackenzie

