

CONSULTANT: C.H. Johnson Consulting, Inc.  
CONTACT PERSON: Charles Johnson  
ADDRESS: 6 East Monroe Street, 5th Floor  
Chicago, IL 60603  
FEDERAL TAX ID NUMBER/U.B.I. NUMBER: 36-4074772  
TELEPHONE/FAX NUMBER: 312-447-2010 / 312-444-1125  
COUNTY DEPT: Conservation and Natural Resources / Parks  
DEPT. CONTACT PERSON: Carol Ohlfs  
TELEPHONE/FAX NUMBER: 425-388-6609 / 425-388-6645  
PROJECT: Fair Park Preferred Plan Update  
AMOUNT: \$138,129  
FUND SOURCE: 180-5095454101  
CONTRACT DURATION: Contract Execution through March 31, 2025  
unless extended or renewed pursuant to  
Section 2 hereof

### AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (the "Agreement") is made by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the "County") and C.H. Johnson Consulting, Inc., an incorporated business in the State of Illinois (the "Contractor"). In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. Purpose of Agreement; Scope of Services. The purpose of this Agreement is to create an updated preferred plan for Snohomish County's Evergreen State Fair Park property. The scope of services is as defined in Schedule A attached hereto and by this reference made a part hereof. This Agreement is the product of County RFQ No. 23-007RB, Evergreen State Fair Preferred Plan Update.

The services shall be performed in accordance with the requirements of this Agreement and with generally accepted practices prevailing in the western Washington region in the occupation or industry in which the Contractor practices or operates at the time the services are performed. The Contractor shall perform the work in a timely manner and in accordance with the terms of this Agreement. Any materials or equipment used by the Contractor in connection with performing the services shall be of good quality. The Contractor represents that it is fully qualified to perform the services to be performed under this Agreement in a competent and professional manner.

The Contractor will prepare and present status reports and other information regarding performance of the Agreement as the County may request.

2. Term of Agreement; Time of Performance. This Agreement shall be effective upon Contract Execution (the “Effective Date”) and shall terminate on March 31, 2025, PROVIDED, HOWEVER, that the term of this Agreement may be extended or renewed for up to two (2) additional two (2) year terms, at the sole discretion of the County, by written notice from the County to the Contractor. The Contractor shall commence work upon the Effective Date and shall complete the work required by this Agreement no later than March 31, 2025, PROVIDED, HOWEVER, that the County’s obligations after December 31, 2023 are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with the County Charter and applicable law.

3. Compensation.

a. Services. The County will pay the Contractor for services as and when set forth in Schedule B, which is attached hereto and by this reference made a part of this Agreement.

b. Overhead and Expenses. The Contractor’s compensation for services set forth in Section 3a above includes overhead and expenses and no separate claims for reimbursement of overhead or expenses will be allowed under this Agreement.

c. Invoices. The Contractor shall submit properly executed invoices to the County no more frequently than monthly. Each invoice shall include an itemization of the dates on which services were provided, including the number of hours and a brief description of the work performed on each such date. Subject to Section 8 of this Agreement, the County will pay such invoices within thirty (30) calendar days of receipt.

d. Payment. The County’s preferred method of payment under this contract is electronic using the County’s “e-Payable” system with Bank of America. The Contractor is highly encouraged to take advantage of the electronic payment method.

In order to utilize the electronic payment method, the Contractor shall email [SnocoEpayables@snoco.org](mailto:SnocoEpayables@snoco.org) and indicate it was awarded a contract with Snohomish County and will be receiving payment through the County’s e-Payable process. The Contractor needs to provide contact information (name, phone number and email address). The Contractor will be contacted by a person in the Finance Accounts Payable group and assisted with the enrollment process. This should be done as soon as feasible after County award of a contract or purchase order, but not exceeding ten (10) business days.

Department approved invoices received in Finance will be processed for payment within seven calendar days for e-Payable contractors. Invoices are processed for payment by Finance two times a week for contractors who have selected the e-Payable payment option.

In the alternative, if the Contractor does not enroll in the electronic (“e-Payable”) payment method described above, contract payments will be processed by Finance with the issuance of paper checks or, if available, an alternative electronic method. Alternative payment

methods, other than e-Payables, will be processed not more than 30 days from receipt of department approved invoices to Finance.

THE COUNTY MAY MAKE PAYMENTS FOR PURCHASES UNDER THIS CONTRACT USING THE COUNTY'S VISA PURCHASING CARD (PCARD).

Upon acceptance of payment, the Contractor waives any claims for the goods or services covered by the Invoice. No advance payment shall be made for the goods or services furnished by Contractor pursuant to this Contract.

e. Payment Method. In addition to Payment section above, the County may make payments for purchases under this contract using the County's VISA purchasing card (PCARD).

Are you willing to accept PCARD payments without any fees or surcharges?

Yes  No

f. Contract Maximum. Total charges under this Agreement, all fees and expenses included, shall not exceed \$138,129 for the initial term of this Agreement (excluding extensions or renewals, if any).

4. Independent Contractor. The Contractor agrees that Contractor will perform the services under this Agreement as an independent contractor and not as an agent, employee, or servant of the County. This Agreement neither constitutes nor creates an employer-employee relationship. The parties agree that the Contractor is not entitled to any benefits or rights enjoyed by employees of the County. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Agreement. The County shall only have the right to ensure performance. Nothing in this Agreement shall be construed to render the parties partners or joint venturers.

The Contractor shall furnish, employ and have exclusive control of all persons to be engaged in performing the Contractor's obligations under this Agreement (the "Contractor personnel"), and shall prescribe and control the means and methods of performing such obligations by providing adequate and proper supervision. Such Contractor personnel shall for all purposes be solely the employees or agents of the Contractor and shall not be deemed to be employees or agents of the County for any purposes whatsoever. With respect to Contractor personnel, the Contractor shall be solely responsible for compliance with all rules, laws and regulations relating to employment of labor, hours of labor, working conditions, payment of wages and payment of taxes, including applicable contributions from Contractor personnel when required by law.

Because it is an independent contractor, the Contractor shall be responsible for all obligations relating to federal income tax, self-employment or FICA taxes and contributions, and all other so-called employer taxes and contributions including, but not limited to, industrial insurance (workers' compensation). The Contractor agrees to indemnify, defend and hold the County harmless from any and all claims, valid or otherwise, made to the County because of these obligations.

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, county,

federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by the Contractor and as to all duties, activities and requirements by the Contractor in performance of the work under this Agreement. The Contractor shall assume exclusive liability therefor, and shall meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

5. Ownership. Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other materials created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Contractor or the Contractor's subcontractors or consultants for delivery to the County under this Agreement shall be the sole and absolute property of the County. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Contractor uses to perform this Agreement but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the County is owned by the Contractor and is not "work made for hire" within the terms of this Agreement.

6. Changes. No changes or additions shall be made in this Agreement except as agreed to by both parties, reduced to writing and executed with the same formalities as are required for the execution of this Agreement.

7. County Contact Person. The assigned contact person (or project manager) for the County for this Agreement shall be:

Name: Carol Ohlfs  
Title: Principal Park Planner  
Department: Conservation and Natural Resources, Parks  
Telephone: (425) 388-6609  
Email: carol.ohlfs@snoco.org

8. County Review and Approval. When the Contractor has completed any discrete portion of the services, the Contractor shall verify that the work is free from errors and defects and otherwise conforms to the requirements of this Agreement. The Contractor shall then notify the County that said work is complete. The County shall promptly review and inspect the work to determine whether the work is acceptable. If the County determines the work conforms to the requirements of this Agreement, the County shall notify the Contractor that the County accepts the work. If the County determines the work contains errors, omissions, or otherwise fails to conform to the requirements of this Agreement, the County shall reject the work by providing the Contractor with written notice describing the problems with the work and describing the necessary corrections or modifications to same. In such event, the Contractor shall promptly remedy the problem or problems and re-submit the work to the County. The Contractor shall receive no additional compensation for time spent correcting errors. Payment for the work will not be made until the work is accepted by the County. The Contractor shall be responsible for the accuracy of work even after the County accepts the work.

If the Contractor fails or refuses to correct the Contractor's work when so directed by the County, the County may withhold from any payment otherwise due to the Contractor an amount that the County in good faith believes is equal to the cost the County would incur in correcting the errors, in re-procuring the work from an alternate source, and in remedying any damage caused by the Contractor's conduct.

9. Subcontracting and Assignment. The Contractor shall not subcontract, assign, or delegate any of the rights, duties or obligations covered by this Agreement without prior express written consent of the County. Any attempt by the Contractor to subcontract, assign, or delegate any portion of the Contractor's obligations under this Agreement to another party in violation of the preceding sentence shall be null and void and shall constitute a material breach of this Agreement.

10. Records and Access; Audit; Ineligible Expenditures. The Contractor shall maintain adequate records to support billings. Said records shall be maintained for a period of seven (7) years after completion of this Agreement by the Contractor. The County or any of its duly authorized representatives shall have access at reasonable times to any books, documents, papers and records of the Contractor which are directly related to this Agreement for the purposes of making audit examinations, obtaining excerpts, transcripts or copies, and ensuring compliance by the County with applicable laws. Expenditures under this Agreement, which are determined by audit to be ineligible for reimbursement and for which payment has been made to the Contractor, shall be refunded to the County by the Contractor.

11. Indemnification.

a. Professional Liability.

The Contractor agrees to indemnify the County and, if any funds for this Agreement are provided by the State, the State and their officers, officials, agents and employees from damages and liability for damages, including reasonable attorneys' fees, court costs, expert witness fees, and other claims-related expenses, arising out of the performance of the Contractor's professional services under this Agreement, to the extent that such liability is caused by the negligent acts, errors or omissions of the Contractor, its principals, employees or subcontractors. The Contractor has no obligation to pay for any of the indemnitees' defense-related cost prior to a final determination of liability or to pay any amount that exceeds Contractor's finally determined percentage of liability based upon the comparative fault of the Contractor, its principals, employees and subcontractors. For the purpose of this section, the County and the Contractor agree that the County's and, if applicable, the State's costs of defense shall be included in the definition of damages above.

b. All Other Liabilities Except Professional Liability.

To the maximum extent permitted by law and except to the extent caused by the sole negligence of the County and, if any funds for this Agreement are provided by the State, the State, the Contractor shall indemnify and hold harmless the County and the State, their officers, officials,

agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incidental to the services and/or deliverables provided by or on behalf of the Contractor. In addition, the Contractor shall assume the defense of the County and, if applicable, the State and their officers and employees in all legal or claim proceedings arising out of, in connection with, or incidental to such services and/or deliverables and shall pay all defense expenses, including reasonable attorneys' fees, expert fees and costs incurred by the County and, if applicable, the State, on account of such litigation or claims.

The above indemnification obligations shall include, but are not limited to, all claims against the County and, if applicable, the State by an employee or former employee of the Contractor or its subcontractors, and the Contractor, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects only the County and, if applicable, the State, under any industrial insurance act, including Title 51 RCW, other worker's compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

In the event that the County or, if applicable, the State incurs any judgment, award and/or cost including attorneys' fees arising from the provisions of this section, or to enforce the provisions of this section, any such judgment, award, fees, expenses and costs shall be recoverable from the Contractor.

In addition to injuries to persons and damage to property, the term "claims," for purposes of this provision, shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in an unfair trade practice.

The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

Nothing contained within this provision shall affect or alter the application of any other provision contained within this Agreement.

12. Insurance Requirements. The Contractor shall procure by the time of execution of this Agreement, and maintain for the duration of this Agreement, (i) insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the services hereunder by the Contractor, its agents, representatives, or employees, and (ii) a current certificate of insurance and additional insured endorsement when applicable.

a. General. Each insurance policy shall be written on an "occurrence" form, except that Professional Liability, Errors and Omissions coverage, if applicable, may be written on a claims made basis. If coverage is approved and purchased on a "claims made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the work which is the subject of this Agreement.

By requiring the minimum insurance coverage set forth in this Section 12, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Agreement. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

b. No Limitation on Liability. The Contractor's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or in equity.

c. Minimum Scope and Limits of Insurance. The Contractor shall maintain coverage at least as broad as, and with limits no less than:

(i) General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit. CG 00 01 current edition, including Products and Completed Operations;

(ii) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. CA 0001 current edition, Symbol 1;

(iii) Workers' Compensation: To meet applicable statutory requirements for workers' compensation coverage of the state or states of residency of the workers providing services under this Agreement;

(iv) Employers' Liability or "Stop Gap" coverage: \$1,000,000

(v) Professional Liability: \$1,000,000.

d. Other Insurance Provisions and Requirements. The insurance coverages required in this Agreement for all liability policies except workers' compensation and Professional Liability, if applicable, must contain, or must be endorsed to contain, the following provisions:

(i) The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Agreement. Such coverage shall be primary and non-contributory insurance as respects the County, its officers, officials, employees and agents. Additional Insured Endorsement shall be included with the certificate of insurance, "CG 2026 07/04" or its equivalent is required.

(ii) The Contractor's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

(iii) Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the County and shall be the sole responsibility of the Contractor.

(iv) Insurance coverage must be placed with insurers with a Best's Underwriting Guide rating of no less than A:VIII, or, if not rated in the Best's Underwriting Guide, with minimum surpluses the equivalent of Best's surplus size VIII. Professional

Liability, Errors and Omissions insurance coverage, if applicable, may be placed with insurers with a Best's rating of B+:VII. Any exception must be approved by the County.

Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits until after forty-five (45) calendar days' prior written notice has been given to the County.

If at any time any of the foregoing policies fail to meet minimum requirements, the Contractor shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

e. Subcontractors. The Contractor shall include all subcontractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements for each subcontractor. **Insurance coverages provided by subcontractors instead of the Contractor as evidence of compliance with the insurance requirements of this Agreement shall be subject to all of the requirements stated herein.**

13. County Non-discrimination. It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

The Contractor shall comply with the substantive requirements of Chapter 2.460 SCC, which are incorporated herein by this reference. Execution of this Agreement constitutes a certification by the Contractor of the Contractor's compliance with the requirements of Chapter 2.460 SCC. If the Contractor is found to have violated this provision, or to have furnished false or misleading information in an investigation or proceeding conducted pursuant to this Agreement or Chapter 2.460 SCC, this Agreement may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the Contractor's obligations under other federal, state, or local laws against discrimination.

14. Federal Non-discrimination. Snohomish County assures that no persons shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964 (Pub. L. No. 88-352), as amended, and the Civil Rights Restoration Act of 1987 (Pub. L. No. 100-259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any County sponsored program or activity. Snohomish County further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

15. Employment of County Employees. SCC 2.50.075, "Restrictions on future employment of County employees," imposes certain restrictions on the subsequent employment



and compensation of County employees. The Contractor represents and warrants to the County that it does not at the time of execution of this Agreement, and that it shall not during the term of this Agreement, employ a former or current County employee in violation of SCC 2.50.075. For breach or violation of these representations and warranties, the County shall have the right to terminate this Agreement without liability.

16. Compliance with Other Laws. The Contractor shall comply with all other applicable federal, state and local laws, rules, and regulations in performing this Agreement.

17. Compliance with Grant Terms and Conditions. The Contractor shall comply with any and all conditions, terms and requirements of any federal, state or other grant, if any, that wholly or partially funds the Contractor's work hereunder.

18. Prohibition of Contingency Fee Arrangements. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the County shall have the right to terminate this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

19. Force Majeure. If either party is unable to perform any of its obligations under this Agreement as a direct result of an unforeseeable event beyond that party's reasonable control, including but not limited to an act of war, act of nature (including but not limited to earthquake and flood), embargo, riot, sabotage, labor shortage or dispute (despite due diligence in obtaining the same), or governmental restriction imposed subsequent to execution of the Agreement (collectively, a "force majeure event"), the time for performance shall be extended by the number of days directly attributable to the force majeure event. Both parties agree to use their best efforts to minimize the effects of such failures or delays.

20. Suspension of Work. The County may, at any time, instruct the Contractor in writing to stop work effective immediately, or as directed, pending either further instructions from the County to resume the work or a notice from the County of breach or termination under Section 21 of this Agreement.

21. Non-Waiver of Breach; Termination.

a. The failure of the County to insist upon strict performance of any of the covenants or agreements contained in this Agreement, or to exercise any option conferred by this Agreement, in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

b. If the Contractor breaches any of its obligations hereunder, and fails to cure the same within five (5) business days of written notice to do so by the County, the County may



such information solely for the purposes necessary to perform its obligations under this Agreement. The Contractor shall promptly give written notice to the County of any judicial proceeding seeking disclosure of such information.

24. Public Records Act. This Agreement and all public records associated with this Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Contractor are needed for the County to respond to a request under the Act, as determined by the County, the Contractor agrees to make them promptly available to the County. If the Contractor considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Contractor shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Contractor and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Contractor (a) of the request and (b) of the date that such information will be released to the requester unless the Contractor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act. The County shall not be liable to the Contractor for releasing records not clearly identified by the Contractor as confidential or proprietary. The County shall not be liable to the Contractor for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

25. Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties. The language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings of this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

26. Complete Agreement. The Contractor was selected through the County's RFP or RFQ identified in Section 1. The RFP or RFQ and the Contractor's response are incorporated herein by this reference. To the extent of any inconsistency among this Agreement, the RFP or RFQ, and the Contractor's response, this Agreement shall govern. To the extent of any inconsistency between the RFP or RFQ and the Contractor's response, the RFP or RFQ shall govern.

27. Conflicts between Attachments and Text. Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

28. No Third Party Beneficiaries. The provisions of this Agreement are for the exclusive benefit of the County and the Contractor. This Agreement shall not be deemed to have conferred any rights, express or implied, upon any third parties.

29. Governing Law: Venue. This Agreement shall be governed by the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County.

30. Severability. Should any clause, phrase, sentence or paragraph of this agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

31. Authority. Each signatory to this Agreement represents that he or she has full and sufficient authority to execute this Agreement on behalf of the County or the Contractor, as the case may be, and that upon execution of this Agreement it shall constitute a binding obligation of the County or the Contractor, as the case may be.

32. Survival. Those provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive.

33. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement.

SNOHOMISH COUNTY:

Digitally signed by Harper, Lacey  
Date: 2023.12.13 10:53:32 -08'00' Date

Harper, Lacey  
County Executive  
Director

C.H. Johnson Consulting, Inc.:

Charles H Johnson 11/23/2023  
Charles Johnson Date  
President

Approved as to insurance and indemnification provisions:

\_\_\_\_\_  
Risk Management Date

Approved as to form only:

\_\_\_\_\_  
Deputy Prosecuting Attorney Date

Approved as to form only:

WA  
Legal Counsel to the Contractor Date

<b>COUNCIL USE ONLY</b>	
Approved	<u>12/12/2023</u>
ECAF #	<u>2023-1364</u>
MOT/ORD	<u>Motion 23-543</u>

Schedule A  
Scope of Services

# SCOPE OF WORK

## **TASK 1 – PROJECT KICKOFF AND ORIENTATION**

Johnson Consulting (“Contractor”) will hold a workshop with County representatives to confirm objectives for the study, develop clear lines of communication, review project methodology, and conduct initial field work. Contractor will perform the following tasks during this step:

- Meet with Snohomish County Parks & Recreation representatives, Fair Park Management, the Fair Board, and other representatives identified by the County, to discuss the proposed project from both a needs and conceptual planning perspective.
- Gather and review any other studies, related documents, and available information that has been prepared in relation to the Fair Park in addition to the 2014 Master Plan, and including the Wetlands Delineation Study and the Fairgrounds Drainage Study, among others.
- Tour the Evergreen State Fair Park (“Fair Park”), including all existing facilities, as well as the surrounding local area, including key business, commercial and activity corridors.
- Meet with the key stakeholders to discuss the vision for the project and obtain information related to current and historic operations, achievements, issues, and goals.
- Identify competitive and comparable markets for use in developing case studies regarding innovative strategies and development approaches.
- Review Snohomish County’s near- and long-term economic development objectives.
- Establish deadlines for deliverables, presentations and regular updates on the progress of various research, analysis and planning efforts.
- Identify appropriate contacts and resources necessary to ensure complete review and assessment of issues and specific data, including governmental agencies.

## **TASK 2 – EXISTING CONDITIONS REVIEW (PHYSICAL, FUNCTIONAL & OPERATIONAL)**

Contractor will evaluate the state of the Fair Park today, operationally, physically and functionally, with a focus on any changes that have occurred since 2014 Master Plan. Contractor will conduct a field visit to review the functionality and condition of facilities currently located at the Fair Park. This will include a site walk-through with Fair Park staff as well as more in-depth field time for the Contractor. Contractor will consider the following factors:

- Current operations including organizational structure, current/ target sales priorities, and marketing efforts.
- Current conditions and functionality of existing facilities, including indoor and outdoor spaces, based upon a high-level visual inspection and review of information provided by the County. The 2014 Master Plan includes a thorough facilities assessment and it is intended that this will be amended, rather than reproduced.

- Historic overall utilization by facility, including the number and type of events, attendance, seasonality, tenancies/ contracts, and lost business, updating the information included in the 2014 Master Plan to present day.
- Rental rates and finances by facility, profit and loss statements, required funding subsidies, and sources of revenues that have been used to pay for operations and capital costs, again updating the information included in the 2014 Master Plan to present day.

Contractor's assessment will consider the existing facilities individually and the Fair Park as a whole and will identify opportunities and challenges that will form the basis of recommendations regarding the future of the Fair Park, reflecting any changes that may have occurred since the 2014 Master Plan.

### **TASK 3 – MARKET ANALYSIS**

Contractor will refresh the 2014 Master Plan's analysis of the economic and demographic characteristics of the market area. Contractor will update the following data:

- Population and demographic trends.
- Income and employment trends, including any major employers expected to enter or leave the market.
- Portfolio of competitive and complementary venues in the immediate and broader region.
- Colleges, schools and youth organizations in the area that utilize or could utilize facilities at the Fair Park.
- Transportation and access.
- Hotel supply and growth patterns.
- Surrounding land uses and relative connectivity with support infrastructure and amenities.
- Notable fairgrounds, events, and tourism marketing resources and strategies.

### **TASK 4 – REGIONAL AND COMPARABLE FACILITIES ANALYSIS**

Contractor will prepare an inventory of existing and planned event venues and other comparable and competitive facilities in the Snohomish County area and the broader region. Contractor will compile statistical data on the size, quality and performance of these facilities, and clearly identify those that most directly compete with the Fair Park.

Contractor will prepare detailed case study profiles of 3-4 competitive and/or comparable fairgrounds, focused on the Pacific Northwest and including national examples, if warranted. Contractor will select facilities in conjunction with County representatives and other stakeholders that may offer innovative ideas with respect to facility development, redevelopment, enhancement or performance, economic impact, or general community development. The detailed case study profiles will include statistical data on the size, quality, and performance of these facilities/markets, as well as demand, operational and economic impact, and supporting information, and a summary of insights learned through interviews with facility management.

## **TASK 5 – STAKEHOLDER AND COMMUNITY ENGAGEMENT**

Contractor will conduct stakeholder and community engagement at multiple points in the process in order to solicit input and feedback; building understanding and support for the plan recommendations; and strengthening the relationships and partnerships that will successfully carry the plan forward through implementation.

Building upon the stakeholder engagement conducted in Task 1, as well as the foundation of information provided in the 2014 Master Plan, Contractor will conduct a public survey, which is not intended to be statistically viable, but will provide an appropriately diverse amount of feedback from the community and current, prior and potential users, to identify and understand growth potential of these events, the possibility of additional events, facility needs and concerns, and other pertinent information.

Contractor will work with County representatives to determine the most appropriate timing during the study process for these meetings to occur. The Contractor will conduct a community-wide questionnaire early in the study process to understand the community’s “wish list” for the Fair Park, coinciding with the user survey described above.

## **TASK 6 – PROGRAM RECOMMENDATIONS**

Contractor will provide an independent assessment of the strategic recommendations presented in the 2014 Master Plan and opine on their reasonableness and relevancy today and in to the future. Contractor will provide updated strategic recommendations related to ongoing operations of the Fair Park, and a proposed program of spaces at the Fair Park, including recommendations for improvements to, or replacement of, existing facilities and the addition of new facilities, as well as broader improvements to the overall site. Specifically, Contractor will:

- Interpret current local market demand to formulate business opportunities and ideas, alternative approaches to existing and/or proposed uses, relationship of uses, and phasing and integration of existing activities to attract new users and increase year-round use, while maintaining the core function of the Fair Park.
- Define the characteristics of facilities that are necessary to successfully meet the needs of current and potential users, such as location, land requirements, overall facility size, building configurations, staging area, seating capacities, parking, flat floor space, arena size, concession areas, banquet facilities, RV hookups, lodging, support facilities (barns, stalls, office space, et cetera), and other facility needs.
- Assess the potential for Fair Park’s operations to be able to grow year-round utilization, attendance and revenue, cover all of its own costs, and meet the needs of the Fair Park’s various stakeholders over the long term.
- Identify strategies, activities, and operational changes that can result in either cost savings or revenue enhancement in the short run, such as staffing levels, machinery options, rental and



pricing, and ways to increase utilization by capturing local and regional events, independent of decisions regarding a long-term preferred plan.

- Identify synergistic uses, including traditional and non-traditional uses (such as entertainment, sports, commercial, retail/ restaurant, hotel, etc.) that may be appropriate for development on the broader site.
- Identify those facility and/ or infrastructure improvements that may be appropriate for a P3.

Strategic recommendations for physical and operational improvements to the Fair Park will be presented as a series of options for County review. The options will outline the pros and cons of each alternative in terms of qualitative and quantitative costs and benefits, and immediate needs versus long-term visioning opportunities. Initial input from County representatives will inform how the financial feasibility of program elements is ultimately tested. This can be done on a project-by-project basis, based on phased development, or reflecting all recommended improvements over a long-term horizon.

## **TASK 7 – SITE ANALYSIS**

Contractor will prepare a detailed site analysis of the Fair Park property, that refreshes the site analysis conducted in 2014. This will include an evaluation of existing infrastructure, a conditions assessment and expected useful life of existing buildings utilities and any restrictions (physical and zoning/planning related) that may limit the opportunity for the site improvements and will be based upon information provided by County representatives, where available. Contractor will identify off-site factors, including traffic, access, circulation, approach, and parking capacity, among others. Contractor will provide graphics that identify utilization of the site during the annual Fair and throughout the balance of the year.

The assessment will address the Fair Park site as it relates to its overall suitability for improved and alternative uses from a highest-and-best use market perspective. Our evaluation will address site size and configuration, physical conditions, accessibility and visibility, current and future surrounding land uses, and natural site amenities and view corridors.

It is assumed that the County will provide a suitable site base map if the maps contained in the 2014 Master Plan, or local GIS mapping, are unavailable.

## **TASK 8 – SITE CONCEPT**

Contractor will develop up to two (2) alternative concept plans for the Fair Park.

The concept planning process will incorporate an evaluation of local market demand to formulate and evaluate alternative approaches to uses, relationship of uses, phasing, and integration of existing activities. Specifically, the concepts will help to determine if the identified, market driven programs can be supported on-site, determine to what extent the program complies or derives

from current zoning and land use requirements, and delineate how the project might be phased to mitigate cost of development and maximize return.

The concept diagrams will delineate the following:

- Definition of overall land uses.
- General location, density, character and extent of each potential land use.
- Reuse of existing Fair Park facilities and proposed new facilities.
- Vehicular circulation systems, major access points, and parking areas.
- Recreation, open space and natural resource relationships.
- Major community facilities including recreation and open space.
- Major planting areas and plant massing.
- Relationships to adjacent uses.
- Initial evaluation of environmental impacts, based on information derived from existing environmental review documents and studies
- Generalized statistical data on acreage, densities, yield, phasing.

While preliminary in nature, the concepts will highlight any primary physical or regulatory constraints that may exist as it relates to delivering the market defied highest-and-best-use development program over a 10-year period. The conceptual site programming and diagrams will support development of a Preferred Plan that will incorporate sustainable, low impact development techniques that will allow a more intensified program of uses to “sit lightly” on the land. The final Preferred Plan will be suitable as a basis for future detailed site planning and entitlement processing, not included in this scope.

## **TASK 9 – DEMAND AND OPERATING PROJECTIONS**

Based upon the agreed upon program and phasing recommendations for the preferred concept, as agreed upon with County representatives, the Contractor will develop attendance figures for different types of events that would be expected to be held at the improved Fair Park. Long-range demand projections will address the number of events, number of event days, number of attendees, and the spaces utilized for the various event types, and testing of those projections based upon current utilization.

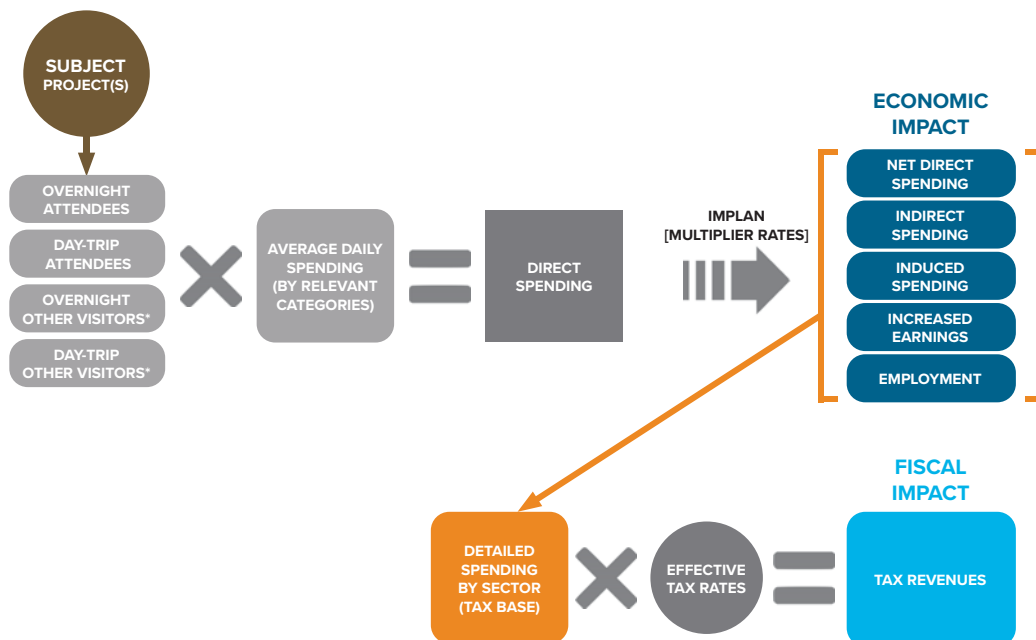
Contractor will then prepare a 10-year operating pro forma for the Fair Park. The model will list all revenues and fixed and variable expenses in line-item detail throughout the period of the projection and include data for each individual type of event. The analysis will document our recommended approach to delivery of services, such as staffing, food and beverage, and other major line items affecting the operation, thus providing the reader with a clear understanding of how the Fair Park will continue to earn and spend money, fit into the broader operations of Snohomish County and the State, and what the expected financial picture will be at the end of each year. To the extent that public dollars will continue to be used to support operations, capital improvements, or other

items, these sources will also be considered and integrated into the financial analysis. Specific consideration will also be given to facility and infrastructure enhancements that have the potential to be funded through P3.

### TASK 10 – IMPACT ANALYSIS

Part of the return is measured in economic benefits of various improvements to the Fair Park. For this project, Contractor will determine where impacts would occur, as this data can be used to advance the project through the public review and approvals process. The results will help the County obtain final funding grants and ongoing operating support by communicating how the project can help drive demand to the area, how much employment will occur and how much tax revenue will be generated. As such, for this analysis, Contractor will:

- Identify from where attendance will likely originate.
- Indicate the volume of hotel room nights generated by the Fair Park.
- Identify where spending will most likely be captured.
- Use the IMPLAN model (an input-output model of the local economy) to estimate indirect and induced spending and employment impacts of the Fair Park for both the projected events and attendees in a stabilized year of operations, based upon the demand projections and the construction of the facilities.
- Summarize local and state tax structures, including all relevant City, County, State, and other municipal taxes that may be appropriate.
- Project the facility’s impact on City, County and State revenue collections, which may include sales, lodging, restaurants, and any other areas impacted by the project.
- Analyze the impact of any one-time construction activity.
- Compare the economic and fiscal impact of an improved Fair Park to the Fair Park today.
- Assess non-tangible, or less-tangible, social and educational impacts of an improved Fair Park.



## **TASK 11 – FUNDING STRATEGY**

Contractor has extensive municipal, not-for-profit, and private sector finance experience in Washington and throughout the U.S. Contractor will use its collective experience to judge what the market and financial models indicate, to help consider how to implement recommended improvements to the Fair Park. Contractor will identify other public and private sources of funding that may be available including public initiatives such as grants, tax increment financing, lodging or meals taxes, special assessment zones, tourism development zones, as well as public-private partnerships, joint partnerships whereby the County and another entity would both contribute to financing costs for shared usage, and fundraising. Contractor will draw upon examples of communities that have taken these various approaches. The report will set the stage for fundraising efforts, developing funding applications and deliberations regarding phasing, planning, and subsequent implementation.

Contractor will also offer a specific discussion regarding revenue sources that are available to public and private facilities, including benefactor naming rights and other specialized revenue streams, such as advertising, and based on market conditions.

## **TASK 12 – BRAND MESSAGING**

Contractor will work with the County to expand Evergreen State Fair Park’s visual identity with a comprehensive messaging framework that provides guidance for the content, voice, and overall tone of the brand. The framework will ensure the consistent representation of Evergreen State Fair Park and its programs both internally and through external stakeholders and media outlets.

This task will comprise three primary phases: Project Management, Research, and Messaging Development. Contractor will leave a small amount of contingency to cover any as-needed client requests that may arise during the process.

### Phase 1: Project Management

Throughout the Brand Messaging task, Contractor will meet weekly or bi-weekly with Park staff to coordinate ongoing tasks and provide project updates. This phase also includes a virtual kick-off meeting to discuss roles and responsibilities, timelines and review processes, and client needs and expectations.

### Phase 2: Research

Contractor will review all reference materials provided by the County, including any relevant research and current messaging such as the DCNR and Fair Park Branding Guides and the Fair Park mission and vision statements. From this initial research, Contractor will develop specific messaging questions to be included in focus group facilitator’s guides as well as the online survey that will be conducted in the Stakeholder Engagement task. Contractor will attend up to (4) online focus groups and develop a summary memo consolidating what we heard related to the brand.

### Phase 3: Messaging Development

Based on the information gathered through Phase 2, the Contractor will develop a draft messaging framework that will supplement Fair Park’s existing Brand Standards Guide. The messaging framework will include:

- Fair Park’s mission and vision statements
- A purpose statement that provides clear explanation for how to effectively utilize messaging materials
- A description of the appropriate overall tone and voice for Fair Park’s communications for internal and external audiences
- 4-6 pillar message themes
- 8-10 key brand attributes that illustrate Fair Park’s voice
- List of target audiences (primary and secondary)
- Messaging hierarchy with sample messaging types that will resonate with specific audiences
- Specific messaging for Fair Park, Evergreen State Fair, the Evergreen Equestrian Park, and the Evergreen Events Center

Contractor will provide a draft for County review and input then consolidate edits and provide final messaging guidelines to be included in the existing Evergreen State Fair Brand Standards Guide.

### **TASK 13 – IMPLEMENTATION STRATEGY & FINAL PLAN**

The preferred planning process will translate community-based, evidence-driven programming and operational strategies into physical place-making that aligns with current and likely future market conditions and trends. Contractor’s recommendations will stem from a thorough understanding of background data, stakeholder input, operational and facilities optimization, and market demand for existing uses and new facilities and amenities. Contractor will include a preferred land use concept that describes approaches to uses, relationship of uses, phasing, and integration of existing activities. The recommended implementation plan will include a priority-based implementation schedule with anticipated benchmarks for each recommendation including the number and scope of additional events per year could expect if recommendations are implemented. Contractor will prepare a fully documented report that prioritizes the immediate and long-term vision for the Fair Park. Our findings will empower the Evergreen State Fair Park to make the most informed decisions regarding site and facility improvements that will support and enhance the Fair Park’s activities and help to position it towards becoming a vibrant year-round destination that will serve a multitude of uses.

\*Please note cost estimates are not included within this scope of services.

## REPORTS & MEETINGS

The following are deliverable products that we will provide to County representatives:

The following are deliverable products that we will provide to the Fairgrounds:

- **DRAFT EXECUTIVE SUMMARY REPORT:** The Draft Report will be provided at the conclusion of Task 13. The Report will include fully documented findings and recommendations and will be accompanied by appropriate graphics and presentation material. Following the issuance of the Draft Report, Contractor will discuss our findings with County representatives.
- **FINAL EXECUTIVE SUMMARY REPORT:** Fully documented Final Report addressing all Client comments and refinements.
- **PRESENTATION:** A PowerPoint presentation detailing Contractor findings and recommendations, to be provided following the issuance of our Final Report. Contractor will also be available to explain the study's findings and recommendations to stakeholders, if requested.

Contractor has budgeted for two formal in-person meetings with County representatives – at kick-off, and an interim workshop to discuss programming recommendations and site concepts or a final workshop to present our findings and recommendations. Contractor has budgeted for 2 additional virtual workshops and would be happy to conduct additional in-person meetings on a time, materials and expense basis. Contractor may also be in the market multiple times to conduct field work at other points during the study, including for stakeholder and community engagement. Contractor will be available for meetings and workshops during these field work trips, and via conference call throughout the duration of the study. Contractor will work closely with County representatives to ensure the timely delivery of a study that accurately meets County needs and requirements and addresses all relevant questions and concerns that arise.

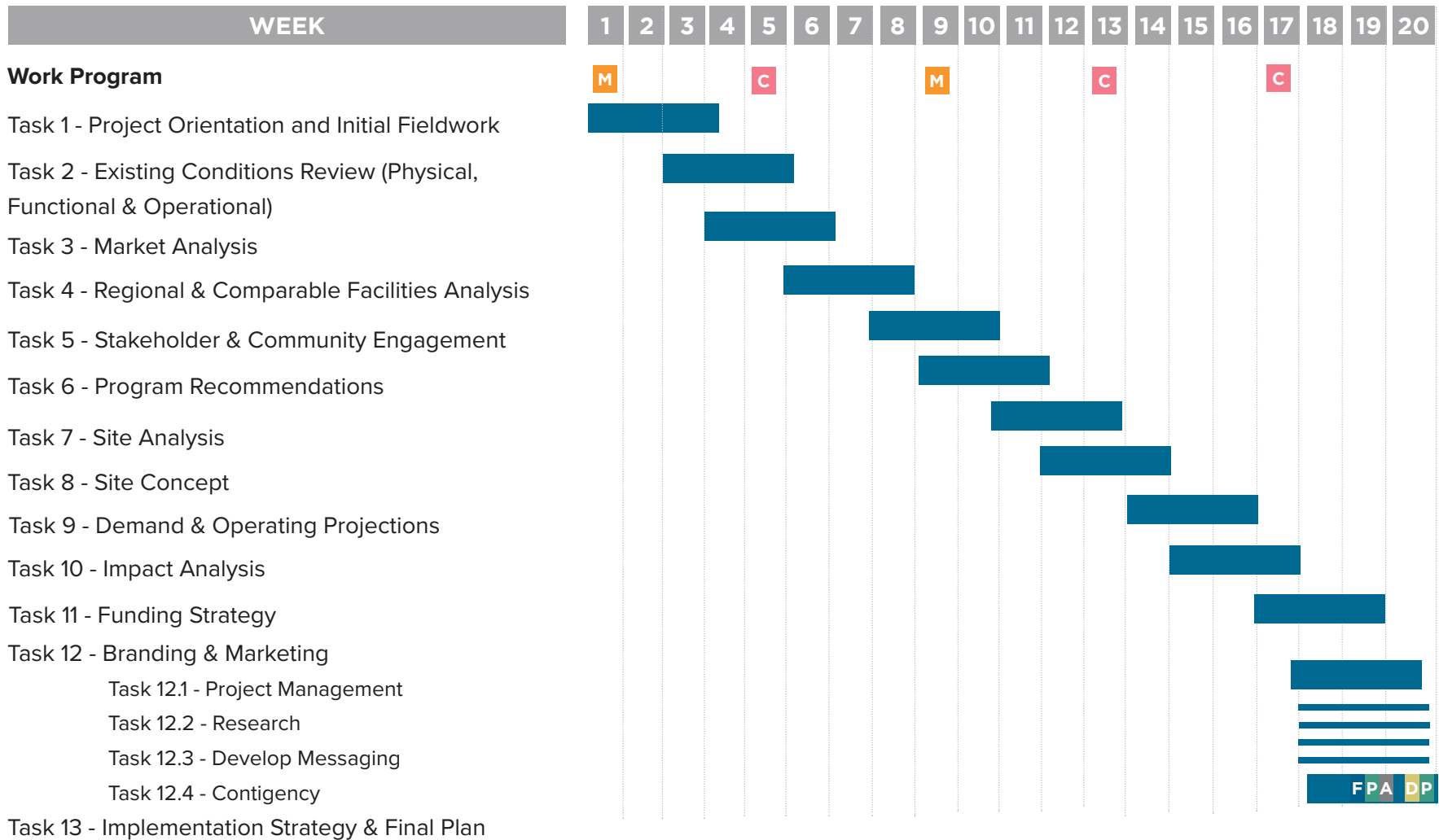
## SCHEDULE

Following issuance of a fully executed contract, the schedule expectation is:

1. Within five (5) working days, Contractor will issue a data request to County and work with County to schedule kick-off meeting, initial fieldwork and stakeholder engagement.
2. Within ten (10) working days of kick-off meeting, County will provide Contractor with all available requested data items.

The work plan and associated milestones following project kick-off is presented as follows:

# PROJECT SCHEDULE



- C Conference Calls
- M Meeting/Workshop
- D Draft Report
- F Final Report
- P Presentation
- A Acceptance of Final Report

The schedule allows for two (2) formal in-person meetings – at kick-off and a mid-point or final workshop to present our findings and recommendations (the other workshops will be conducted remotely).

# FEE PROPOSAL

TASK	JOHNSON CONSULTING	MIG	CD SMITH
WORK PROGRAM			
Task 1 – Project Kickoff and Orientation	\$4,000	\$4,090	\$3,200
Task 2 – Existing Conditions Review (Physical, Functional & Operational)	\$2,000	\$3,945	\$1,200
Task 3 – Market Analysis	\$5,000	\$275	\$200
Task 4 – Regional & Comparable Facilities Analysis	\$4,000	\$275	\$200
Task 5 – Stakeholder & Community Engagement	\$5,000	\$9,470	\$1,600
Task 6 – Site Analysis	\$3,000	\$4,565	\$1,600
Task 7 – Program Recommendations	\$5,000	\$635	\$600
Task 8 – Site Concept	\$2,000	\$6,010	\$2,800
Task 9 – Demand & Operating Projections	\$5,000	\$275	\$200
Task 10 – Impact Analysis	\$5,000	0	\$200
Task 11 – Funding Strategy	\$4,000	0	\$200
Task 12.1 – Branding & Marketing: Project Management		\$5,650	
Task 12.2 – Branding & Marketing: Research		\$7,400	
Task 12.3 – Branding & Marketing: Develop Messaging		\$5,610	
Task 12.4 – Branding & Marketing: Contingency		\$2,799	
Task 13 – Implementation Strategy & Final Plan	\$3,000	\$1,990	\$3,200
Sub Total	\$47,000	\$52,989	\$15,200
Expense Budget	\$10,000	\$6,940	\$6,000
Total	\$57,000	\$59,929	\$21,200
<b>Grand Total</b>			<b>\$138,129</b>



# JOHNSON CONSULTING MISSION STATEMENT

Johnson Consulting is committed to providing governments, developers, and not-for-profits with real estate market and financial analysis and project implementation support for urban and destination-oriented projects.

We guide our clients through organizational advancement by way of best-practice advisory services.

We promote the following values through our work: objectivity, independence, economic pragmatism, and social responsibility.



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