



**KING COUNTY**

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

**Signature Report**

**April 11, 2005**

**Motion 12102**

**Proposed No.** 2005-0134.1

**Sponsors** Constantine

1           A MOTION authorizing the chair of the council to enter  
2           into a contract for a governance study of the North Highline  
3           unincorporated area.

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6           WHEREAS, the North Highline area is one of the ten largest urban  
7           unincorporated areas in King County, and

8           WHEREAS, the state Growth Management Act and the countywide planning  
9           policies envision that urban unincorporated areas be annexed or incorporated into cities  
10          by 2012, and

11          WHEREAS, the cities of Seattle and Burien have conducted studies to determine  
12          the fiscal impacts of annexing the North Highline area but no city has yet formally  
13          identified the North Highline area for potential annexation, and

14          WHEREAS, a potential alternative to annexation of an urban unincorporated area  
15          is incorporation as a new city, and

16 WHEREAS, the North Highline unincorporated area council has established the  
17 North Highline Governance Study Group to study issues related to annexation and  
18 incorporation, and

19 WHEREAS, the North Highline community and the council would benefit from a  
20 study regarding the feasibility of incorporation of the area, and

21 WHEREAS, the King County council set aside funding in the 2004 adopted King  
22 County budget to conduct an incorporation study for the North Highline area, and

23 WHEREAS, a competitive procurement process has been conducted, resulting in  
24 three proposals from firms qualified to undertake such a study, and

25 WHEREAS, the North Highline Governance Study Group and staff from the King  
26 County council evaluated the proposals and selected Nesbitt Planning & Management,  
27 Incorporated as the preferred consultant, and

28 WHEREAS, the contract for the North Highline incorporation study will not  
29 exceed seventy-five thousand dollars, and

30 WHEREAS, these funds have been set aside in the council's 2004 budget for  
31 carryover to 2005 for the specific purpose of funding this study, and

32 WHEREAS, Motion 10651, Section III, as amended, and OR 1-020 requires the  
33 council to authorize the council chair to sign contracts in excess of twenty-five thousand  
34 dollars;

35 NOW, THEREFORE, BE IT MOVED by the Council of King County:

36 The council hereby authorizes the chair of the council to sign a contract not to  
37 exceed seventy-five thousand dollars with Nesbitt Planning & Management, Incorporated

**Motion 12102**

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38 for the purpose of conducting an incorporation study, including a community survey, of  
39 the North Highline area.

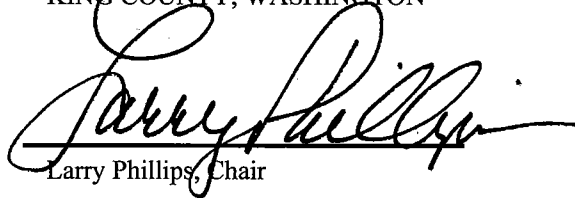
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Motion 12102 was introduced on 3/28/2005 and passed by the Metropolitan King County Council on 4/11/2005, by the following vote:

Yes: 12 - Mr. Phillips, Ms. Edmonds, Mr. von Reichbauer, Ms. Lambert, Mr. Pelz, Mr. Dunn, Mr. Ferguson, Mr. Hammond, Mr. Gossett, Ms. Hague, Mr. Irons and Mr. Constantine  
No: 0  
Excused: 1 - Ms. Patterson

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON



Larry Phillips, Chair

ATTEST:



Anne Noris, Clerk of the Council

**Attachments**      A. Request for Proposal, B. Proposal from Nesbitt Planning and Management

# REQUEST FOR PROPOSAL



# 12102

Department of Executive Services  
Finance and Business Operations Division  
Procurement and Contract Services Section  
206-684-1681 TTY Relay: 711

DATE ADVERTISED: September 23, 2004

RFP Title: [http://www.metrokc.gov/finance/procurement/rfp\\_rfq\\_itb/new\\_consua](http://www.metrokc.gov/finance/procurement/rfp_rfq_itb/new_consua)

Requesting Dept./ Div.: King County Council

RFP Number: 141-04CMB

Due Date: October 21, 2004 -- no later than 2:00 P.M.

Buyer: Cathy M. Betts, [cathy.betts@metrokc.gov](mailto:cathy.betts@metrokc.gov), (206) 263-4267

Sealed Proposals are hereby solicited and will **ONLY** be received by

**King County Procurement Services Section**  
Exchange Building, 8<sup>th</sup> Floor  
821 Second Avenue  
Seattle, WA 98104-1598

Office Hours - 8:00 a.m. - 5:00 p.m.  
Monday - Friday

## SUBMITTERS MUST COMPLETE AND SIGN THE FORM BELOW (TYPE OR PRINT)

Company Name		
Address		City/State/Zip Code
Signature	Authorized Representative / Title	
E-mail	Phone	Fax

This Request for Proposal will be provided in alternative formats such as Braille, large print, audio cassette or computer disk for individuals with disabilities upon request.

Sealed proposals are hereby solicited and will be received only at the office of the King County Procurement Services Section at 821 Second Avenue, 8<sup>th</sup> Floor, Seattle, Washington, 98104 no later than 2 p.m. on the date noted above regarding *North Highline Governance Study* for the *King County Council*. These services shall be provided to King County in accordance with the following and the attached instructions, requirements, and specifications.

**Submittal:** King County requires the Proposer to sign and return *this entire Request for Proposal (RFP) document*. The Proposer shall provide *one unbound original and three (3) copies* of the proposal response, data or attachments offered, for *four (4) items* total. The original in both cases shall be noted or stamped "Original".

**Questions:** Proposers will be required to submit questions in writing prior to the close of business Friday, October 1, 2004 in order for staff to prepare any response required to be answered by Addendum. Questions are best received and most quickly responded to when sent via e-mail directly to the following King County procurement personnel: *Primary* – Cathy Betts, Buyer [cathy.betts@metrokc.gov](mailto:cathy.betts@metrokc.gov) / *Secondary* – Roy L. Dodman, Senior Buyer [roy.dodman@metrokc.gov](mailto:roy.dodman@metrokc.gov). Questions may also be sent via fax or mail to the address above.

## SECTION I – GENERAL INFORMATION

- A. King County is an Equal Opportunity Employer and does not discriminate against individuals or firms because of their race, color, creed, marital status, religion, age, sex, national origin, sexual orientation, or the presence of any mental, physical or sensory handicap in an otherwise qualified handicapped person.
- B. All submitted proposals and evaluation materials become public information and may be reviewed by appointment by anyone requesting to do so *at the conclusion* of the evaluation, negotiation, and award process. This process is concluded when a signed contract is completed between King County and the selected Consultant. Please note that if an interested party requests copies of submitted documents or evaluation materials, a standard King County copying charge per page must be received prior to processing the copies. King County *will not* make available photocopies of pre-printed brochures, catalogs, tear sheets or audio-visual materials that are submitted as support documents with a proposal. Those materials will be available for review at King County Procurement.
- C. No other distribution of proposals will be made by the Proposers prior to any public disclosure regarding the RFP, the proposal or any subsequent awards without written approval by King County. For this RFP all proposals received by King County shall remain valid for ninety (90) days from the date of submittal. All proposals received in response to this RFP will be retained.
- D. Proposals shall be prepared simply and economically, providing a straightforward and concise but complete and detailed description of the Proposer's abilities to meet the requirements of this RFP. Fancy bindings, colored displays and promotional materials are not desired. Emphasis shall be on completeness of content.
- E. King County reserves the right to reject any or all proposals that are deemed not responsive to its needs.
- F. In the event it becomes necessary to revise any part of this RFP, addenda shall be created and posted at the King County Procurement web site. Addenda will also be conveyed to those potential submitters providing an accurate e-mail address. If desired, a hard copy of any addenda may be provided upon request.
- G. King County is not liable for any cost incurred by the Proposer prior to issuing the contract.
- H. A contract may be negotiated with the Proposer whose proposal would be most advantageous to King County in the opinion of the King County Council, all factors considered. King County reserves the right to reject any or all proposals submitted.
- I. It is proposed that if a selection is made as a result of this RFP, a contract with a fixed price/prices will be negotiated. Negotiations may be undertaken with the Proposer who is considered to be the most suitable for the work. This RFP is primarily designed to identify the most qualified firm. Price and schedule will be negotiated with the "first choice" Proposer; negotiations may be instituted with the second choice and subsequent Proposer until the project is canceled or an acceptable contract is executed.

- J. This RFP shall be available for use by all King County Departments, Divisions and Agencies. If orders will be placed by the County's Transit Division, the Contractor will be required to sign and comply with the Federal Transit Administration's (FTA)'s required documentation.
- K. The contents of the proposal of the selected Proposer shall become contractual obligations if a contract ensues. Failure of the Proposer to accept these obligations may result in cancellation of their selection.
- L. A contract between the Consultant and King County shall include all documents mutually entered into specifically including the contract instrument, the RFP, and the response to the RFP. The contract must include, and be consistent with, the specifications and provisions stated in the RFP.
- M. News releases pertaining to this RFP, the services, or the project to which it relates, shall not be made without prior approval by, and then only in coordination with, the King County Council.
- N. King County Code 4.16.025 prohibits the acceptance of any proposal after the time and date specified on the Request for Proposal. There shall be no exceptions to this requirement.
- O. King County agencies' staff are prohibited from speaking with potential Proposers about the project during the solicitation.

Please direct all questions to:

Cathy M. Betts / Buyer  
(206) 263-4267  
[cathy.betts@metrokc.gov](mailto:cathy.betts@metrokc.gov)

or Roy L. Dodman / Senior Buyer  
(206) 263-4266  
[roy.dodman@metrokc.gov](mailto:roy.dodman@metrokc.gov)

NOTE: Documents and other information is available in alternate formats for individuals with disabilities upon advance request by calling Mary Lou Allwine at 206-296-4210 or TTY711.

- P. Protest Procedure - King County has a process in place for receiving protests based upon either proposals or contract awards. If you would like to receive or review a copy, please contact the Buyer named on the front page of this document or call Procurement Services at 206-684-1681.
- Q. Electronic Commerce and Correspondence. King County is committed to reducing costs and facilitating quicker communication to the community by using electronic means to convey information. As such, most Invitations to Bid and Requests for Proposal, as well as related exhibits, appendices, and issued addenda can be found on the King County Internet Web Site, located at <http://www.metrokc.gov/finance/procurement>. Please refer to the "RFPs, RFQs & ITBs / New / Consultants" portion of the site (note: some documents or portions thereof may not be posted on the site. Please note any special messages regarding a particular solicitation). This information is posted at the Web Site as a *convenience* to the public, and is not intended to replace the King County process of formally requesting bid documents and providing the County with contact information for the potential proposer. Each proposer bears the responsibility to confirm the completeness and accuracy of all documents pertaining to a given solicitation, including the receipt of all issued addenda.

If a proposer downloads a document from the Web Site and does not contact the Procurement Office to obtain a hard copy, the proposer *must* use the "Feedback" (Envelope) button at the bottom of the Web page to convey the proposer's company name, contact name, mailing address, and phone/fax number to the County. Please note which document/documents were downloaded.

After proposals have been opened in public, the County will post a listing of the consultants submitting proposals at the King County Internet site. Please refer to the "RFPs, RFQs & ITBs / Awarded / Consultants" portion of the site for a listing, as well as a notification of a final award.

Unless otherwise requested, letters and other transmittals pertaining to this RFP will be issued to the e-mail address noted in our files, and after submittal, noted on the first page of this document. If other personnel

should be contacted via e-mail in the evaluation of this proposal, or to be notified of evaluation results, please complete the information in the table below.

Contact Name	Title	Phone	E-mail address

- R. Washington State Public Disclosure Act (RCW 42.17) requires public agencies in Washington to promptly make public records available for inspection and copying unless they fall within the specified exemptions contained in the Act, or are otherwise privileged.
- S. Proposals submitted under this RFP shall be considered public documents and with limited exceptions proposals which are recommended for contract award will be available for inspection and copying by the public.

If a Proposer considers any portion of his/her proposal to be protected under the law, the Proposer shall clearly identify on the page(s) affected such words as "CONFIDENTIAL," PROPRIETARY" or BUSINESS SECRET." The Proposer shall also use the descriptions above in the following table to identify the effected page number(s) and location(s) of any material to be considered as confidential (attach additional sheets as necessary). If a request is made for disclosure of such portion, the County will determine whether the material should be made available under the law. If the material is not exempt from public disclosure law, the County will notify the Proposer of the request and allow the Proposer ten (10) days to take whatever action it deems necessary to protect its interests. If the Proposer fails or neglects to take such action within said period, the County will release the portion of the Proposal deemed subject to disclosure. By submitting a Proposal, the Proposer assents to the procedure outlined in this paragraph and shall have no claim against the County on account of actions taken under such procedure.

Type of exemption	Beginning Page / Location	Ending Page / Location

- U. Proposers are urged to use recycled/recyclable products and both sides of paper for printed and photocopied materials, whenever practicable, in preparing responses to this RFP.
- V. Bid Identification Label: Please see the Bid Identification Label on the last page of this document.

## **SECTION II – PROJECT SPECIFICATIONS AND SCOPE OF WORK.**

### **Part 1 - Proposed Work**

The North Highline area is one of ten large urban unincorporated areas in King County. The state Growth Management Act envisions that these areas are to be annexed or incorporated into cities by 2012. This vision is supported by the King County Countywide Planning policies, the King County Comprehensive plan and the cities' comprehensive plans. None of the cities has formally identified the North Highline area for potential annexation. The cities of Seattle and Burien, however, are conducting or have conducted studies to determine the fiscal impacts of annexing the area.

An alternative to annexation for the North Highline area is incorporation as a new city. The Council and the North Highline community are interested in studying the feasibility of incorporation. The North Highline Unincorporated Area Council (a locally-elected and county-funded group of residents) and other members of the community have established the "North Highline Governance Study Group". The purpose of the Study Group is to represent the North Highline community in issues related to annexation and incorporation.

The County Council has set aside funding to hire a consultant to conduct an incorporation study for the North Highline area. The Council is seeking proposals in response to the scope of work contained herein. The consultant selected shall conduct the study and prepare a written report. The consultant and the Study Group will present the report and findings to the Council.

The Council intends that the consultant work closely with the Study Group in refining the scope of work, if necessary, and in conducting the study. The Council will designate a staff person to serve in an advisory capacity to the Study Group and the consultant. Proposers are invited to suggest changes in the scope of work and the work plan in their proposals.

### **Part 2 - Contract Term**

The term of the contract shall be approximately four (4) months, but will be finalized during any negotiations resulting from the RFP.

### **Part 3 - Project Funding**

The project will be supported by King County Council funds and will, therefore, be subject to all applicable State of Washington and King County guidelines and regulations.

### **Part 4 - Contract Payment Schedule**

Payment for contractual work entered into as a result of this RFP will be made as follows or as negotiated in the contract:

The Consultant shall submit a monthly detailed invoice to the Office Manager for the Council. The invoice shall include the hourly rate, hours worked by date and task performed. Upon approval by the Council's Office Manager, King County shall provide payment upon monthly submittal of the invoices. Ten percent (10%) of total contract amount (and of payment for the portion completed each month) shall be withheld until completion and acceptance of work by the Council. In the event of termination of the contract, payment (minus 10% retained) shall be made only for the time charges and expenses incurred through the day of termination.

### **Part 5 - Scope of Work**

The purpose of the Study is to provide the North Highline Unincorporated Area Study Group, the citizens of North Highline, and the Council with information pertinent to making an informed decision on the question of



incorporation of this area. Following completion of the Study, the Governance Study Group will hold a public meeting and will report back to the Council along with the consultant on the incorporation study.

#### A. Fiscal Analysis (Operating Budget)

A substantial proportion of the Study's analysis shall focus on the fiscal feasibility of incorporation for the North Highline area. In conducting this fiscal analysis, the Consultant shall complete revenue and cost-of-service estimates for the proposed city.

##### 1. Time Period

A fiscal analysis shall be completed for the year of incorporation, the first full year of operation following incorporation, and a future year selected to represent the "steady state" operation of the city. The Consultant shall work with the Study Group to determine the year appropriate for "steady state" projections. The Consultant shall recommend one or more future years for choice as the "steady state" year.

##### 2. Revenues

Revenues for the proposed city shall be projected for a baseline case that assumes that the newly incorporated city will levy property taxes in an amount equal to the rates currently levied. The Study shall also include projections for potential additional sources of revenue such as utility taxes, local B&O taxes, and higher property tax levies. In addition, the Study shall take into account revenue impacts of business growth, new business establishment, new construction, and projects such as the HOPE VI renovation of Park Lake Homes. Assumptions concerning tax rates, factors affecting revenue growth, and specific revenue sources shall be reviewed, clarified and finalized by the Study Group in consultation with the Consultant and these assumptions shall be clearly defined in the written report. The Study shall also consider the impact on revenues of the Streamlined Sales & Use Tax legislation under consideration by the State Legislature.

##### 3. Service Costs

The Consultant shall consult with the Study Group to reach agreement on service provision assumptions for purposes of preparing expenditure projections for the year of incorporation, the first full year of operation following incorporation, and the selected "steady state" year. The Consultant shall recommend working assumptions to the Study Group for service levels and modes of delivery based on current levels of service, a review of practices in comparable established cities, and a review of experiences in newly incorporated cities. Assumptions regarding levels of service and modes of delivery shall be clearly defined in the written report.

The Study shall include expenditure projections in the steady state year for a variety of service levels and modes of delivery. The Study shall consider and make recommendations on service delivery assumptions that include alternatives such as the newly incorporated city providing services directly and the city contracting for services with the County or with other taxing jurisdictions such as sewer, library, and fire districts.

Cost projections in all budgets should include provisions for meeting pertinent requirements of the Growth Management Act (GMA), including preparation of required comprehensive plans and implementing regulations, meeting affordable housing obligations, and addressing any other GMA requirements with cost impacts.

It is understood that the city council elected by any future city may or may not choose to provide services in the same manner or at the same levels as assumed for purposes of the Study.

#### 4. Interim Financing

Projections shall include interim financing required to cover expenditures prior to receipt of revenues as a new city. Operating budgets should include one or more options for repayment of the interim-financing loan.

#### 5. Conclusions and Recommendations

The Consultant shall compare expenditures to revenues for the year of incorporation, for the first full year of operation following incorporation, and for one or more service delivery options in the selected "steady state" year. The Study shall present conclusions regarding the viability of incorporation from a fiscal standpoint and based on a variety of assumptions. The Study may include recommendations on service levels and modes of delivery, possible revenues and financing mechanisms, and the impacts of such on the typical taxpayer. Following review of the results, the Study Group may have some additional questions in regards to the Study and request that the Consultant perform additional analysis and make whatever adjustments to the assumptions concerning revenues or service levels.

### B. Capital Improvements Funding Analysis

As a separate element of the Study, the Consultant shall prepare a capital improvements program and funding analysis of it for the proposed new city. The purpose of this element is to suggest the general funding level required for capital improvements. The analysis shall distinguish between those capital improvements necessary for fulfilling the new responsibilities of the city versus those that are discretionary. The Consultant shall work with the Study Group in determining what types of projects are included in the capital improvements program. The Study shall also make a general assessment of the capability of the proposed new city to fund a reasonable capital improvements program, propose revenue sources for funding it, and offer recommendations based on the analysis and the past experience of the Consultant.

#### 1. Data Collection

The Consultant shall review past and current King County expenditures and future plans for funding for capital improvements within the proposed incorporation area, including a review of revenue sources supporting these capital improvements. This list of capital improvements shall be included in the Study. The Study shall identify which of those capital improvements will become the responsibility of the newly incorporated city and which will remain within the County's regional responsibilities.

In addition, in developing the newly incorporated city's capital improvements program, the Consultant shall review capital improvement expenditures and funding sources in two or more comparable cities. Comparable cities should be similar in size and character to the proposed new city, or data may be adjusted to compensate for differences. The Consultant may also choose to make adjustments for unusual circumstances in any specific time period within any particular capital improvements program, if the Consultant feels that the resulting financial figures would otherwise be misleading.

The Consultant shall collect information from the County and the comparable cities on actual expenditures over at least the last five years and on capital improvements programs for at least the next six years, assuming availability of information.

It is understood that the city council elected by any future city may or may not choose to undertake capital improvements in the same manner or at the same levels as assumed for purposes of the Study.

#### 2. Conclusions and Recommendations

The Consultant shall make a general assessment of the capability of the proposed new city to fund a reasonable capital improvements program and propose revenue sources for funding it. The Study may

include recommendations regarding possible financing mechanisms such as LTGO bond issues, voter-approved bond issues, grants, or loan sources and the impacts of such financing on the typical taxpayer. The Study shall also note any special staffing or other additional resources required to make the city reasonably competitive in obtaining such funding. Any such resources shall be included in the operating budget feasibility analysis where appropriate. Recommendations for funding of specific projects or programs are beyond the scope of this Study.

## Part 6 - Tasks for Completion of Work Plan

The following tasks are defined as leading to completion of the work plan:

### A. Work Plan

The Consultant shall refine the overall work plan for the Study and present it as a draft document at a meeting with the Study Group. The Study Group and Consultant will review the work plan and assumptions for revenue and cost projections, as well as the Study time schedule and Study Group meeting dates. The Study Group and the Consultant will finalize the work plan and assumptions in consultation with staff from the King County Council who will act in an advisory capacity to the Study Group.

As the Study progresses, notification of any significant deviations from the previously agreed upon work plan must be submitted in writing and will require prior approval from the Study Group and staff of the King County Council. As they occur, any problems shall be brought to the attention of the King County Council staff advising the Study Group.

### B. Data Collection

King County staff for the geographical areas proposed for incorporation can compile the following information:

- Last tax year total, taxable, and exempt assessed value figures for the originally proposed incorporation area (King County Department of Assessments)
- Business license revenues (General Services Division of the King County Department of Executive Administration)
- Cost of contract police services (King County Department of Public Safety)
- Jail service expense estimates (King County Department of Adult Detention)
- Road and traffic maintenance costs (Roads Division of the King County Transportation Department)
- Surface water management revenues and expenditures (Surface Water Management Division of the King County Department of Natural Resources)
- Developments permit activity (Administrative Services Division of the King County Department of Development and Environmental Services)
- Parks and recreation services (King County Department of Parks and Cultural Resources)
- Health needs (Seattle-King County Department of Public Health)

### C. Meetings required for the Studies

The Consultant shall anticipate attending six (6) meetings with the Study Group. The Consultant shall present a draft of the final report to the Study Group at a meeting and shall allow time for written comments from the Study Group and King County Council staff before producing the final report. Once the Study Group has adopted the final report, the Study Group will hold a public meeting at which the Consultant will present the results of the report. In addition, the Study Group and the Consultant will present the report to the King County Council.

### D. Time Schedule

The anticipated time schedule for completion of the incorporation study is March 31, 2005. The schedule is for planning purposes only and allows considerable flexibility.

The Study Group may revise the schedule in the future if deemed warranted by circumstances unforeseen at this time.

### E. Final Report

The Study delivered by the Consultant in accordance with the finalized schedule shall be in a form adequate for publication. The Study shall be sectioned and shall include an executive summary, a table of contents, and list(s) of maps and tables. The Consultant shall provide 20 copies of the Study to the Study Group and 20 copies to the King County Council. In addition, the Consultant shall provide a single-sided master of the report fully ready for use in two-sided reproduction of additional copies and an electronic version of the report to the Clerk of the King County Council and to the Study Group.

No data, reports or other information ensuing from the research undertaken as a result of this evaluation may be copyrighted or restricted in any way that limits its use by King County.

## **Part 7 - Proposal Format**

Consultant proposals should be as brief as possible while meeting the requirements spelled out in this RFP.

To permit effective comparisons of competing proposals, the following format shall be followed:

### A. Table of Contents

### B. Technical Proposal

#### 1. Objectives:

State as succinctly as possible your own understanding of the objectives of the Study.

#### 2. Data Sources and Methodology:

The preliminary methodology and design to be employed in the Study should be explained as follows:

a. Describe the general approach to the work.

b. Identify data sources and explain selected methodology for projecting various revenues and costs. Discussion of data sources and methodology should be complete for all Study aspects.

3. Work Plan/Time Schedule/Budget:

Illustrate your time schedule for completion of the Study. Indicate the total number of weeks you would utilize for Study preparation, and show how you would allocate this time to the various tasks involved. Allow for reasonable holiday interruptions in the work schedule.

The proposal should include estimated hours of work by each project team member for each task or phase of the Study and hourly rates for each project team member, as well as the time schedule for completion of the work. The proposer should clearly demonstrate ability to meet the time schedule.

Include a cost not to exceed budget. In addition to personnel with numbers of hours and hourly rates, include additional expenses.

4. Study Group Program

Describe the role you envision for the Study Group and the King County Council, and outline the program you propose for the Study Group.

- a. Generally describe how you propose to present your work to and obtain direction from the Study Group and the King County Council. State how you would address the various interests and concerns of the different participants in the Study Group process.
- b. State the number of Study Group meetings you would propose during Study preparation. Indicate the specific points in the Study process where you would schedule meetings, and indicate generally where these meetings would fall on the calendar.
- c. Describe briefly what you would propose to accomplish at each of the Study Group meetings called for in your program.

5. List of Information Needs from King County

Include a preliminary list of information compilations required from King County in order to accomplish the Study.

6. Additional Information and Comments:

Include any information you believe to be pertinent that is not specifically asked for elsewhere. If the bidder has previously produced similar reports, sample copies may be submitted with this proposal.

**Part 8 - Proposer Capability**

A. Business Organization:

State the full name and address of your organization, and, if applicable, the branch office or other subordinate element, which will perform or assist in performing the contract work. Indicate whether you operate as an individual, partnership or corporation, and include the state in which you are incorporated. Include the name, title, address and telephone number of your technical contact, i.e., the person in your organization who is primarily responsible for this proposal and to whom technical questions may be addressed.

B. Authorized Negotiators:

Include the names, titles, addresses and telephone numbers of personnel in your organization authorized to negotiate the proposed contract.

- C. The name and address of the bidder, the name, title, address and the telephone number of your Technical Contact and the name, title, address and telephone number of your Authorized Negotiator must appear on the cover sheet of each volume.
- D. Project Team:  
This program requires that the Consultant give concerted effort to this project. Include the number of executive and professional personnel by skill and qualification that will be employed in this work. Show the inclusive period each individual will devote to the work and total number of person-hours each individual will be devoting to performing work under this contract. Identify key individuals by name and position. Their resumes should be included as an appendix to this volume. If new employees will be hired for this evaluation, include a job description and required qualifications.
- E. Prior Experience:  
Include a brief statement concerning the recent experience of persons from your firm who will be actively engaged in the proposed effort. Do not include general corporate experience unless persons who will work on this program participated in that experience as indicated in their resumes.
- F. References:  
List three (3) to five (5) references for your firm or project team. For purposes of this list, select persons for whom you performed work similar or pertinent to the Study described in this RFP. Briefly describe each project, and compare the project teams with the team proposed for the Study outlined in this RFP. Include a name, title, address, and phone number for the appropriate contact person in each case.

References will be checked for all proposers invited to participate in the optional interview phase of the evaluation process. One or more of the references listed in your proposal will be checked. Reference checks will not necessarily be limited to the projects and persons listed in your proposal. Reference checks may be conducted with other persons or entities known to have used your services in the past, including King County and affiliated public agencies.

## Part 9 - PROPOSAL EVALUATION CRITERIA

### A. Written Proposals

All proposals received will be evaluated by a selection committee made up of members from the Study Group and Council staff. The selection committee will then forward the top three candidates, ranked in order of preference, to the Council Office Manager, for finalization and adoption of a contract by the King County Council. In evaluating proposals, the selection committee will use the following weighted criteria:

#### 1. QUALIFICATIONS AND EXPERIENCE (35 points)

Project team and individual team member experience and expertise relevant to preparation of the study described in the RFP, including experience in municipal finance and transitional government. Team composition appropriate to the project, including clear team management, team coverage of all required disciplines, and team balance corresponding to range and level of tasks. Demonstrated ability to work effectively as a team.

#### 2. METHODOLOGY (30 points)

Logic and effectiveness of approaches to data collection and analysis. Relevance and accuracy of methodologies for estimating revenues and expenditures of newly incorporated cities, both initially and over time. Recognition of problem areas and presentation of strategies for minimizing inaccuracies.

3. INTERACTION WITH STUDY GROUP (10 points)

Plan for working with the Study Group. Proposed program and schedule for obtaining direction from and reporting to the Study Group, including specific points in the process for meetings with the Study Group.

4. PRESENTATION (15 points)

Organization and clarity of proposal.

5. ALLOCATION OF RESOURCES (10 points)

Allocation of time, personnel and funds. (NOTE: Total cost will be evaluated not only in comparison to quotations in competing proposals, but also in relation to the scope and depth of the work and product to be delivered for the proposed cost. The County is not obligated to select the low bidder.)

The final selection of Consultant may be based on evaluation of the written proposals, without proceeding to the optional interview. If the County finalizes its selection based on evaluation of the written proposals alone, the total possible score for the evaluation process would be 100 points, allocated as outlined above.

B. Interviews and Reference Checks (Optional)

The top rated proposers may be required to participate in interviews before a group consisting of Study Group members and County staff members. If this two-step process is deemed necessary, references will be checked for all proposers invited to interview.

1. Interviews

The Study Group members and County staff members may decide to interview two or more proposers. The oral interview weight will be 50 points, with interview evaluation criteria to be established by the Study group.

2. References

As explained earlier in this RFP, one or more references will be checked for each proposer, and references will not necessarily be limited to those listed in the written proposals.

Contacts will be asked for information on the past performance of the firm, the proposed project team, or individual team members, as appropriate to the case. Comments will be solicited concerning adherence to schedule and budget, interpersonal skills and willingness to take direction, availability and response to contacts, clarity and content of oral presentations, and innovation and usefulness of recommendations. References may be questioned concerning additional areas of interest to the Committee.

References will be given a weight of 15 points, with points allocated at the discretion of the Committee.

3. Total Score

In the event the two-step evaluation process is deemed necessary, the final selection will be made based upon the combined scores for the written proposal (100 points possible), interview (50 points possible), and reference check (15 points possible). The total possible score for the two-step evaluation process is 165.

**Part 10 – Proposed Schedule (Subject to change)**

RFP Released ..... September 23, 2004  
Written Questions Due..... October 1, 2004  
Addendum Issued if Needed ..... October 7, 2004  
RFP closes, no later than 2 p.m. .... October 21, 2004  
Evaluation process ..... October 25-November 11, 2004  
Consultant Selected..... November 12, 2004  
Motion to approve contract/Contract Signed ..... December 6, 2004



**SECTION III - NONDISCRIMINATION AND AFFIRMATIVE ACTION**

If a contract is awarded from this Request for Proposal, it will contain the following contract language:

**PART 1: NON-DISCRIMINATION**

- A. King County Code Chapters 12.16, 12.17 and 12.18 are incorporated by reference as if fully set forth herein and such requirements apply to this Contract; provided however, that no specific levels of utilization of minorities and women in the workforce of the Consultant shall be required, and the Consultant is not required to grant any preferential treatment on the basis of race, sex, color, ethnicity or national origin in its employment practices; and provided further that, notwithstanding the foregoing, any affirmative action requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents shall continue to apply.
- B. During the performance of this Contract, neither the Consultant nor any party subcontracting under the authority of this Contract shall discriminate nor tolerate harassment on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or the presence of any sensory, mental, or physical disability in the employment or application for employment or in the administration or delivery of services or any other benefits under this Contract.
- C. The Consultant shall, prior to the commencement of the work and during the term of this Contract, furnish the County, upon request and on such forms as may be provided by the County, a report of the affirmative action taken by the Consultant in implementing the terms of this section. The Consultant will permit access by the County to the Consultant's records of employment, employment advertisements, application forms, other pertinent data and records related to this Contract for the purpose of monitoring and investigation to determine compliance with these requirements.
- D. The Consultant shall implement and carry out the obligations contained in its Affidavit and Certificate of Compliance regarding equal employment opportunity. Failure to implement and carry out such obligations in good faith may be considered by the County as a material breach of this Contract and grounds for withholding payment and/or termination of the Contract and dismissal of the Consultant.
- E. The Consultant shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit such discrimination. These laws include, but are not limited to, RCW Chapter 49.60 and Titles VI and VII of the Civil Rights Act of 1964.
- F. During the performance of this Contract, neither the Consultant nor any party subcontracting under the authority of this Contract shall engage in unfair employment practices. It is an unfair employment practice for any:
1. Employer or labor organization to discriminate against any person with respect to referral, hiring, tenure, promotion, terms, conditions, wages or other privileges of employment;
  2. Employment agency or labor organization to discriminate against any person with respect to membership rights and privileges, admission to or participation in any guidance program, apprenticeship training program, or other occupational training program;
  3. Employer, employment agency, or labor organization to print, circulate, or cause to be printed, published or circulated, any statement, advertisement, or publication relating to employment or membership, or to use any form of application therefor, which indicates any discrimination unless based upon a bona fide occupation qualification;
  4. Employment agency to discriminate against any person with respect to any reference for employment or assignment to a particular job classification;

5. Employer, employment agency or a labor organization to retaliate against any person because this person has opposed any practice forbidden by KCC Chapter 12.18 or because that person has made a charge, testified or assisted in any manner in any investigation, proceeding or hearing initiated under the provisions of KCC Chapter 12.18;
6. Publisher, firm, corporation, organization or association printing, publishing or circulating any newspaper, magazine or other written publication to print or cause to be printed or circulated any advertisement with knowledge that the same is in violation of KCC Chapter 12.18.030C., or to segregate and separately designate advertisements as applying only to men and women unless such discrimination is reasonably necessary to the normal operation of the particular business, enterprise or employment, unless based upon a bona fide occupational qualification; and/or
7. Employer to prohibit any person from speaking in a language other than English in the workplace unless:
  - a. The employer can show that requiring that employees speak English at certain times is justified by business necessity, and
  - b. The employer informs employees of the requirement and the consequences of violating the rule.

## **PART 2: REQUIRED SUBMITTALS**

- A. All Consultants entering into a contract or agreement with King County valued at \$25,000 or more shall, after the proposer receives written notice of selection, submit the following:
  1. A Personnel Inventory Report on the form provided by the County.
  2. An Affidavit of Compliance demonstrating the Consultant's commitment to comply with the provisions of KCC Chapter 12.16.
  3. A Sworn Statement of Compliance with 12.16 from any labor union or employee referral agency that refers workers or employees or provides or supervises training programs from whom the Consultant obtains employees.
  4. Equal Partner Benefits Declaration Form.
- B. The County will not execute any agreement or contract without prior receipt of fully executed forms listed in subparagraph A above.
- C. Assistance with the requirements of this Section and copies of Chapters 12.16, 12.17 and 12.18 are available from the Business Development & Contract Compliance (BDCC) Section, phone (206) 205-0700.

## **PART 3: NONDISCRIMINATION IN SUBCONTRACTING PRACTICES**

- A. Compliance with Initiative 200. In accordance with the provisions of Washington Initiative 200, no County Minority and Women Business (M/WBE) utilization requirements shall apply to this Contract. No minimum level of M/WBE sub-consultant participation or purchase from M/WBE certified vendors is required and no preference will be given by the County to a bidder or Proposer for their M/WBE utilization or M/WBE status. Provided, however, that any affirmative action requirements set forth in any federal regulations or statutes included or referenced in the Contract documents will continue to apply.
- B. Non-Discrimination. During the term of this Contract, the Consultant shall not create barriers to open and fair opportunities to participate in County contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing

business with sub-consultants and suppliers, the Consultant shall not discriminate against any person on the basis of race, color, creed, religion, sex, age, nationality, marital status, sexual orientation or the presence of any mental or physical disability in an otherwise qualified disabled person.

During the performance of work performed under any Agreement resulting from this RFP, neither the consultant nor any party subcontracting under the authority of the agreement shall discriminate or engage in unfair contracting practices prohibited by K.C.C. 12.17.

- C. Record-Keeping Requirements. The Consultant shall maintain, for at least 6 years after completion of all work under this contract, records and information necessary to document its level of utilization of M/WBEs and other businesses as sub-consultants and suppliers in this contract and in its overall public and private business activities for the same period. The Consultant shall also maintain, for at least 6 years after completion of all work under this contract, all written quotes, bids, estimates or proposals submitted to the Consultant by all businesses seeking to participate on this Contract. Consultant shall make such documents available to the County for inspection and copying upon request. If this contract involves federal funds, Consultant shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the contract documents.
- D. Open Competitive Opportunities. King County encourages the utilization of minority owned businesses ("MBEs") and women-owned businesses ("WBEs")(collectively, "M/WBEs") in County contracts. The County encourages the following practices to promote open competitive opportunities for small businesses including M/WBEs:
1. Attending a pre-bid or pre-solicitation conference, if scheduled by the County, to provide project information and to inform M/WBEs and other firms of contracting and subcontracting opportunities.
  2. Placing all qualified small businesses attempting to do business in King County, including M/WBEs, on solicitation lists, and providing written notice of subcontracting opportunities to M/WBEs and all other small businesses capable of performing the work, including without limitation all businesses on any list provided by the County, in sufficient time to allow such businesses to respond to the written solicitations.
  3. Breaking down total requirements into smaller tasks or quantities, where economically feasible, in order to permit maximum participation by small businesses including M/WBEs.
  4. Establishing delivery schedules, where the requirements of this contract permit, that encourage participation by small businesses, including M/WBEs.
  5. Providing small businesses including M/WBEs that express interest with adequate and timely information about plans, specifications, and requirements of the contract.
  6. Utilizing the services of available community organizations, Consultant groups, local assistance offices, the County, and other organizations that provide assistance in the recruitment and placement of small businesses including M/WBEs.

Further, the County encourages small businesses, including M/WBEs, to participate in the following practices to promote open competitive opportunities:

1. Attending a pre-bid or pre-solicitation conference, if scheduled by the County, to receive project information and to inform prime bidders/proposers of contracting and subcontracting capabilities.
  2. Requesting placement on solicitation lists, and receipt of written notice of subcontracting opportunities.
  3. Utilizing the services of available community organizations, Consultant groups, local assistance offices, the County, and other organizations that provide assistance in the recruitment and placement of small businesses and M/WBEs.
- E. Sanctions for Violations. Any violation of the mandatory requirements of the provisions of this Section shall be a material breach of contract for which the Consultant may be subject to damages and sanctions provided for by contract and by applicable law.

**PART 4: REQUIREMENTS DURING WORK****A. Site Visits**

King County may at any time visit the site of the work and the Consultant's office to review records related to actual utilization of and payments to subcontracting firms. The Consultant shall maintain sufficient records necessary to enable King County to review utilization of subcontracting firms. The Consultant shall provide every assistance requested by King County during such visits.

**PART 5: COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED AND THE AMERICANS WITH DISABILITIES ACT OF 1990**

The Consultant shall complete a Disability Self-Evaluation Questionnaire for all programs and services offered by the Consultant (including any services not subject to this Contract) and shall evaluate its services, programs and employment practices for compliance with Section 504 of the Rehabilitation Act of 1973, as amended ("504"), and the Americans with Disabilities Act of 1990 ("ADA"). The Consultant shall complete a 504/ADA Disability Assurance of Compliance prior to execution of a contract.

**SECTION IV - GENERAL CONTRACT REQUIREMENTS****PART 1: TERMINATION CLAUSES**

- A. This Contract may be terminated by the County without cause, in whole or in part, upon providing the Consultant ten (10) calendar days' advance written notice of the termination.

If the Contract is terminated pursuant to this Section IV, paragraph A: (1) the County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and (2) the Consultant shall be released from any obligation to provide further services pursuant to the Contract.

- B. The County may terminate this Contract, in whole or in part, upon five (5) calendar days' advance written notice in the event: (1) the Consultant materially breaches any duty, obligation, or services required pursuant to this Contract, or (2) the duties, obligations, or services required herein become impossible, illegal, or not feasible.

If the Contract is terminated by the County pursuant to this Subsection IV(B) (1), the Consultant shall be liable for damages, including any additional costs of procurement of similar services from another source.

If the termination results from acts or omissions of the Consultant, including but not limited to misappropriation, nonperformance of required services or fiscal mismanagement, the Consultant shall return to the County immediately any funds, misappropriated or unexpended, which have been paid to the Consultant by the County.

- C. If expected or actual funding is withdrawn, reduced or limited in any way prior to the termination date set forth above in Section II or in any amendment hereto, the County may, upon written notice to the Consultant, immediately terminate this Contract in whole or in part.

If the Contract is terminated pursuant to this Section IV, paragraph C: (1) the County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and (2) the Consultant shall be released from any obligation to provide further services pursuant to the Contract.

Funding under this Contract beyond the current appropriation year is conditional upon appropriation by the County Council of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this contract will terminate at the close of the current appropriation year.

- D. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Contract or law that either party may have in the event that the obligations, terms and conditions set forth in this Contract are breached by the other party.

## **PART 2: INDEMNIFICATION AND HOLD HARMLESS**

- A. In providing services under this Contract, the Consultant is an independent contractor, and neither the Consultant nor its officers, agents or employees are an employee of the County for any purpose. The Consultant shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law. The County assumes no responsibility for the payment of any compensation, wages, benefits or taxes to, or on behalf of, the Consultant, its employees or others by reason of this Contract. The Consultant shall protect, indemnify and save harmless the County, its officers, agents and employees from and against any and all claims, costs and/or losses whatsoever occurring or resulting from 1) the Consultant's failure to pay any such compensation, wages, benefits or taxes; and 2) the supplying to the Consultant of work, services, materials and/or supplies by Consultant employees or other suppliers in connection with the performance of this Contract.
- B. The Consultant further agrees that it is financially responsible for and shall repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional acts or failure for any reason to comply with the terms of this Contract by the Consultant, its officers, employees, agents and/or representatives. This duty to repay the County shall not be diminished or extinguished by the prior termination of the Contract pursuant to the Duration of Contract, or the Termination section.
- C. The Consultant shall protect, defend, indemnify, and save harmless the County, [and the State of Washington (when any funds for this Contract are provided by the State of Washington)] their officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the Consultant, its officers, employees, and/or agents. The Consultant agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, the Consultant by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event that County incurs attorney fees and/or costs in the defense of claims, for damages within the scope of this section, such fees and costs shall be recoverable from the Consultant. In addition King County shall be entitled to recover from the Consultant fees, and costs incurred to enforce the provisions of this section.

Claims 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, or otherwise results in unfair trade practice.

Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this agreement.

**PART 3: INSURANCE**

The selected Consultant shall furnish Commercial General Liability, to include Products and Completed Operations, in the amount of \$1,000,000 combined single limit; \$2,000,000 aggregate. In addition, evidence of Workers' Compensation and Stop-Gap Employer's Liability for a limit of \$1,000,000 shall be provided. Further, the selected Consultant shall furnish Automobile Liability coverage in compliance with Washington State Financial Responsibility Laws.

**Such policy/policies shall endorse King County, and its appointed and elected officials, officers, agents and employees as additional insureds.**

King County reserves the right to approve deductible/self-insured retention levels and the acceptability of insurers.

**PART 4: CORRECTIVE ACTION**

If the County determines that a breach of contract has occurred, that is the Consultant has failed to comply with any terms or conditions of this Contract or the Consultant has failed to provide in any manner the work or services agreed to herein, and if the County deems said breach to warrant corrective action, the following sequential procedure will apply:

- A. The County will notify the Consultant in writing of the nature of the breach;
- B. The Consultant shall respond in writing within three (3) working days of its receipt of such notification, which response shall indicate the steps being taken to correct the specified deficiencies. The corrective action plan shall specify the proposed completion date for bringing the Contract into compliance, which date shall not be more than ten (10) days from the date of the Consultant's response; unless the County, at its sole discretion, specifies in writing an extension in the number of days to complete the corrective actions;
- C. The County will notify the Consultant in writing of the County's determination as to the sufficiency of the Consultant's corrective action plan. The determination of sufficiency of the Consultant's corrective plan shall be at the sole discretion of the County;
- D. In the event that the Consultant does not respond within the appropriate time with a corrective action plan, or the Consultant's corrective action plan is determined by the County to be insufficient, the County may commence termination of this Contract in whole or in part pursuant to Section IV.B;
- E. In addition, the County may withhold any payment owed the Consultant or prohibit the Consultant from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed; and
- F. Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Section IV, Termination Clauses, Subsections A, B, C, and D.

**PART 5: ASSIGNMENT/SUBCONTRACTING**

- A. The Consultant shall not assign or subcontract any portion of this Contract or transfer or assign any claim arising pursuant to this Contract without the written consent of the County. Said consent must be sought in writing by the Consultant not less than fifteen (15) calendar days prior to the date of any proposed assignment.

- B. "Subcontract" shall mean any agreement between the Consultant and a Subcontractor or between Subcontractors that is based on this Contract, provided that the term "subcontract" does not include the purchase of (i) support services not related to the subject matter of this contract, or (ii) supplies.

## SECTION V - ADDITIONAL INFORMATION & REQUIREMENTS

### A. Non-Discrimination in Benefits to employees with Domestic Partners

King County's Equal Benefits (EB) Ordinance 14823 states that to be eligible for award of contracts at a cost of \$25,000.00 or more, firms must not discriminate in the provisions of employee benefits between employees with spouses, and employees with domestic partners. The successful Contractor, bidder or proposer shall be required to complete a Worksheet and Declaration form. Compliance with Ordinance 14823 is a mandatory condition for execution of a contract. The EB Compliance forms, and Ordinance 14823 are available online at: <http://www.metrokc.gov/finance/procurement/equalbenefits.asp>.

### B. Disclosure – Conflict of Interest

King County Code Chapter 3.04 is incorporated by reference as if fully set forth herein and the Consultant agrees to abide by all the conditions of said Chapter. Failure by the Consultant to comply with any requirements of this Chapter shall be a material breach of contract.

1. The Consultant covenants that no officer, employee, or agent of the County who exercises any functions or responsibilities in connection with the planning and implementation of the scope of services funded herein, or any other person who presently exercises any functions or responsibilities in connection with the planning and implementation of the scope of services funded herein shall have any personal financial interest, direct or indirect, in this Contract. The Consultant shall take appropriate steps to assure compliance with this provision.
2. If the Consultant violates the provisions of Section V (1) or does not disclose other interest required to be disclosed pursuant to King County Code Section 3.04.120, as amended, the County will not be liable for payment of services rendered pursuant to this Contract. Violation of this Section shall constitute a substantial breach of this Contract and grounds for termination pursuant to Section IV (B) above as well as any other right or remedy provided in this Contract or law.
3. The King County Board of Ethics maintains a website that provides information regarding King County ethics requirements. To review specific areas of the Code of Ethics that relate to contractors and vendors, follow this path: <http://www.metrokc.gov/ethics/>, and access 1) The Code of Ethics, "Employee Code of Ethics 3.04", and 2) Advice and Guidance "Doing Business with Contractors, Vendors, Clients and Customers". Under "Employee Code of Ethics 3.04", there are two areas of the code that speak specifically to contractors: 3.04.060 B1 (attempting to secure preferential treatment) and 3.04.120 (disclosure of interests by consultants requirement). There are other sections under conflict of interest, 3.04.030 that are directed to employees and govern their relationships with contractors.

### C. Recycled/Recyclable Products

It is the policy of King County to use recycled materials to the maximum extent practicable (King County Code Chapter 10.16). Consultants able to supply products containing recycled materials that meet performance requirements are encouraged to offer them in bids and proposals and to use them wherever possible in fulfillment of contracts.

The Consultant shall use recycled paper for the production of all printed and photocopied documents related to the fulfillment of this Contract and shall ensure that, whenever possible, the cover page of each document printed on recycled paper bears an imprint identifying it as recycled paper. If the cost of recycled paper is more than fifteen percent higher than the cost of non-recycled paper, the Consultant may notify

the Contract Administrator, who may waive the recycled paper requirement. The Consultant shall use both sides of paper sheets for copying and printing and shall use recycled/recyclable products wherever practical in the fulfillment of this Contract.

**D. Proprietary Rights**

The parties to this Contract hereby mutually agree that if any patentable or copyrightable material or article should result from the work described herein, all rights accruing from such material or article shall be the sole property of the County. The foregoing shall not apply to existing training materials, consulting aids, check lists and other materials and documents of the Consultant which are modified for use in the performance of this Contract.

**E. Supported Employment Program**

King County encourages the creation of supported employment programs for developmentally and/or severely disabled individuals. The County itself has such a program and is actively seeking to do business with those contractors and consultants that share this employment approach. If your firm has such a program, or intends to develop such a program during the life of this contract, please submit documentation supporting this claim with your bid/proposal/qualifications. If you have questions, or need additional information, please contact Ray Jensen, Community & Human Services, Developmental Disabilities Division, (206) 296-5268 or the County's Business Development and Contract Compliance Section at (206) 205-0700.

**F. Labor Harmony Clause**

The Contractor shall furnish, and shall require any and all of its subcontractors to furnish, labor that works in harmony with all other elements of labor providing in any way goods or services relating to this Contract. Without limiting the generality of the foregoing, "labor harmony" shall include the provision of labor that will not cause, cause to be threatened, engage in, or give rise to, either directly or indirectly, any disruption, slowdowns, or stoppages to the work being performed pursuant to this Contract, or any violence or harm to any persons or property.

The requirement to provide labor harmony as contained above is a material element of the Contract. Failure by the Contractor, or any of its subcontractors, to comply with this requirement shall be deemed a material breach of the Contract and shall subject the Contractor to all rights and remedies the County may have at law or under the Contract, including, without limitation, the County's right to stop the work and/or terminate the Contract. The Contractor shall be liable for all damages occasioned by a breach of this Labor Harmony Clause.

**SECTION VI - MAINTENANCE OF RECORDS/AUDITS**

- A. The Consultant shall maintain, and shall require any sub-consultant to maintain, accounts and records, including personnel, property, financial and programmatic records and other such records as may be deemed necessary by the County to ensure proper accounting for all project funds and compliance with this Contract. All such records shall sufficiently and properly reflect all direct and indirect costs of any nature expended and services provided in the performance of this Contract. The Consultant shall make such documents available to the County for inspection, copying, and auditing upon request.
- B. All records referenced in subsection (A) shall be maintained for a period of six (6) years after completion of work or termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14, or unless a longer retention period is required by law.
- C. The Consultant shall provide access to its facilities, including those of any sub-consultant, to the County, the state and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the



services provided under this Contract. The County will give advance notice to the Consultant in the case of fiscal audits to be conducted by the County.

- D. The Consultant agrees to cooperate with the County or its designee in the evaluation of services provided under this Contract and to make available all information reasonably required by any such evaluation process. The results and records of said evaluation shall be maintained and disclosed in accordance with RCW Chapter 42.17.
- E. If the Consultant received a total of \$500,000.00 or more in federal financial assistance during its fiscal year from the County, and is a non-profit organization or institution of higher learning or a hospital affiliated with an institution of higher learning, and is, under this Contract, carrying out or administering a program or portion of a program, it shall have an independent audit conducted of its financial statement and condition, which shall comply with the requirements of GAAS (generally accepted auditing standards), GAO's Standards for Audits of Governmental Organizations, Programs, Activities, and Functions and OMB Circulars A-133 and A-128, as amended and as applicable. Consultants receiving federal funds from more than one County Department or Division shall be responsible for determining if the combined financial assistance is equal or greater than \$300,000.00. The Consultant shall provide one copy of the audit report to each County division providing federal financial assistance to the Consultant no later than six (6) months subsequent to the end of the Consultant's fiscal year.

## SECTION VII – REQUIRED FORMS

The following completed forms will be required from the selected contractor, prior to contract award:


- A. King County Personnel Inventory Report
- B. Affidavit and Certificate of Compliance with King County Code 12.16
- C. Statement of Compliance - Union or Employee Referral Agency Statement (if applicable)
- D. King County Code 3.04.120 and Consultant Disclosure Form
- E. 504/ADA Disability Assurance of Compliance and Corrective Action Plan
- F. Equal Partner Benefits Declaration Form

Copies of these forms are available by contacting the King County Procurement and Contract Services Division. They are available in paper form, or may be obtained via e-mail. Please contact Cathy Betts at 206-263-4267 or Roy L. Dodman at 206-263-4266, or by sending an e-mailed request to [cathy.betts@metrokc.gov](mailto:cathy.betts@metrokc.gov) or [roy.dodman@metrokc.gov](mailto:roy.dodman@metrokc.gov).

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## SECTION VIII – BID PROPOSAL CHECKLIST

- A. One (1) signed copy of entire RFP package.
- B. One (1) signed copy of any Addendum that was issued. (If it has signature box at bottom of first page, it must be returned.)
- C. One (1) unbound copy of proposal response marked "Original."
- D. Three (3) copies of proposal response.
- E. Complete the Bid Identification Label below (or reasonable facsimile) and attach it to a prominent place on the exterior of the submission envelope, box, etc.

<b>URGENT – SEALED BID ENCLOSED</b>	
<b>Do Not Delay – Deliver Immediately</b>	
<b>U R G E N T</b>	 King County Procurement & Contract Services Section Exchange Building, 8 <sup>th</sup> Floor 821 2nd Ave, EXC-FI-0862 Seattle, WA 98104-1598
	<b>Bid No. RFP 141-04CMB</b>
	<b>Bid Title North Highline Governance Study</b>
	<b>Due Date</b>
	<b>Vendor</b>
<b>U R G E N T</b>	

# 12102



**Nesbitt Planning  
and Management, Inc.**

October 21, 2004

**RFP Number: 141-04CMB**

Ms. Cathy M. Betts  
King County Procurement Services Section  
Exchange Building, 8th Floor  
821 Second Avenue  
Seattle, WA 98104-1598

Dear Ms. Betts:

We are pleased to submit our proposal to prepare the North Highline Governance Study for the King County Council and its citizens.

Nesbitt Planning and Management is a local leader in incorporation, annexation and fiscal impact analyses. We have an extensive track record of clear, professional and unbiased incorporation and annexation studies and analyses in King, Pierce, Clark, Snohomish, Spokane, and Clallam Counties. Within the State of Washington, we have prepared formal Boundary Review Board or County Executive studies for the communities that became the Cities of Burien, Woodinville, University Place, Lakewood, Newcastle, Sammamish, Shoreline, and Covington. We recently prepared an extensive annexation study for the City of Issaquah, analyzing revenues and levels of service for the two potential annexation areas of Klahanie and Greenwood Point. Outside of Washington, we have analyzed a very large county's options for incorporation or annexation of every one of its remaining unincorporated areas. And we have also performed numerous analyses for citizen groups representing communities considering incorporation, annexation or consolidation.

Our main assets are beyond the technical, however. To this study we bring:

1. Rigorous Independence. Although we know and enjoy most of the principals involved with these fiscal studies at King County, we are independent of them. We are not under contract to King County now and have not been for several years, particularly not on any issue concerning North Highline. And our reputation is one of independence. On all our incorporation studies, for example, we have never been allied with any faction, pro or con. Instead, we have had the pleasure of seeing our analysis and numbers almost always accepted by both sides – and used by both in their deliberations about what course would be best for their community.
2. Respect of Citizen Groups. Even though most of our incorporation or annexation studies have been funded by some governmental office, in many ways the ultimate clients have always been the area residents – especially those activists interested enough to commit the time necessary to help guide the study. We think we earn these groups' respect through our totally “up front” style of communication. We invite you especially to refer to our citizen reference for our recent Issaquah analysis.

12102

For our team, we have a pair of highly experienced, articulate analysts and managers with intimate knowledge of municipal revenues and service level costing. We are analytically skilled, but we also know how things work. We have a detailed understanding not only of the numbers, but also respect for competing interests, community dynamics, legal constraints and the political process. We are skilled in listening to and working with elected officials, whom we find enjoy working with mature, seasoned presenters who also understand the technical numbers to the core. We are experienced with organizing and holding effective, non-cloying community meetings and focus groups that gainfully involve communities in governmental process.

And we are both workers! There are no hidden corporate personnel and certainly no "show" personnel, such as principals who appear only for the interview and the occasional presentation. We are the people who will do the work and who will help you to understand and apply it for the benefit of your community.

Our established team joins the strength of two small consultancies, each well known in this field:

**Thomas Nesbitt, Nesbitt Planning & Management, Inc.** will head the project and have prime responsibility for project management, the core fiscal basis and GIS analysis.

**Cynthia Stewart, Northwest Small Cities Services,** will have prime responsibility for preparation of budgets.

Both principals will work on the level of service analysis, the fiscal balance and final conclusions, recommendations, and reporting.

We are ready to begin immediately upon contract approval on December 6, presuming contract commitment by November 12. Presuming timely turnarounds on the County data requests, we can confidently commit to a delivery of the final report by April 30, 2005.

We look forward to meeting with the interview panel.

Sincerely,

Thomas J. Nesbitt  
President  
Nesbitt Planning & Management, Inc.

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## B. TECHNICAL PROPOSAL

### 1. Objectives

Our understanding is that the North Highline area, an unincorporated "island" bordered by primarily by Seattle and Burien and studied by both cities for annexation, would prefer to remain intact. The Growth Management Act's 2012 deadline for annexation or incorporation of remaining unincorporated areas inside of urban growth areas, however, creates pressure on the County and the North Highline area to determine what form the future of the North Highline area should take. The County's interests are intensified by its struggles with the CX Fund. Community leaders, therefore, have requested this examination of possible incorporation.

We infer that this desire for preservation as a whole community must be quite strong, as the study is explicitly asked to posit several potential new taxes if needed to assure solvency of the new city. This direction on the part of the citizens is forthright, as to our knowledge, no supporters of new King or Pierce County cities over the last fifteen years have dared even discuss potential new taxes during the formation process. Consideration of utility taxes and / or business and occupation taxes is wholly reasonable, of course, as they are enacted in many cities - including several of the new cities in King County by now - but no one seeks new taxes unless they are necessary for a higher good.

If North Highline is to incorporate, its citizens will have to give their assent to the formation of the new city at an election. We therefore see these citizens - a much wider group than the Unincorporated Area Council - as the ultimate audience for this study. This current study we understand to have the job of calculating the costs of such a new city (including new taxes, perhaps) and laying the results out transparently, so that North Highline's citizens can make a well informed decision on their preferred course.

## 2. Data Sources and Methodology

Our underlying methodology is premised on the belief that although the choices in potential incorporations or annexations can be subtle and challenging both for citizens and their elected officials, the underlying fiscal analysis rarely is rocket science. We consider it professionally misguided to overstate complexity or to flood readers with a sea of numbers, even if it impresses. To allow the policy choices to stand clear, we prefer to approach projects with the following two features woven into our scope of work:

- (1) Fiscal Bases. Because certain data serve as the basis for calculating both revenue and service cost projections, we have found in past studies that clarity is maximized if these key fiscal parameters are established and reported separately before proceeding to the fiscal calculations. Accordingly, the scope proposes first calculating and reporting separately from subsequent calculation of revenues or costs such parameters as study area population, taxable assessed valuation, road miles and condition, taxable retail sales, business activity, real estate turnover, etc. This approach lays bare for any conscientious reader of the report how much of the subsequent analysis of revenue projection – and even some service costs - is simple arithmetic.
- (2) Differential Analysis. Upon incorporation, many taxes, service providers and costs do not change. For example, school districts can and do provide service across incorporated and unincorporated areas and continue unaffected by changes in city boundaries. While these and several other largely unaffected services are of interest, their relevance is mostly for background (e.g., so that readers may see how much of the total cost of all local services is represented by those services which would change) and should have quite a subdued role in reporting.

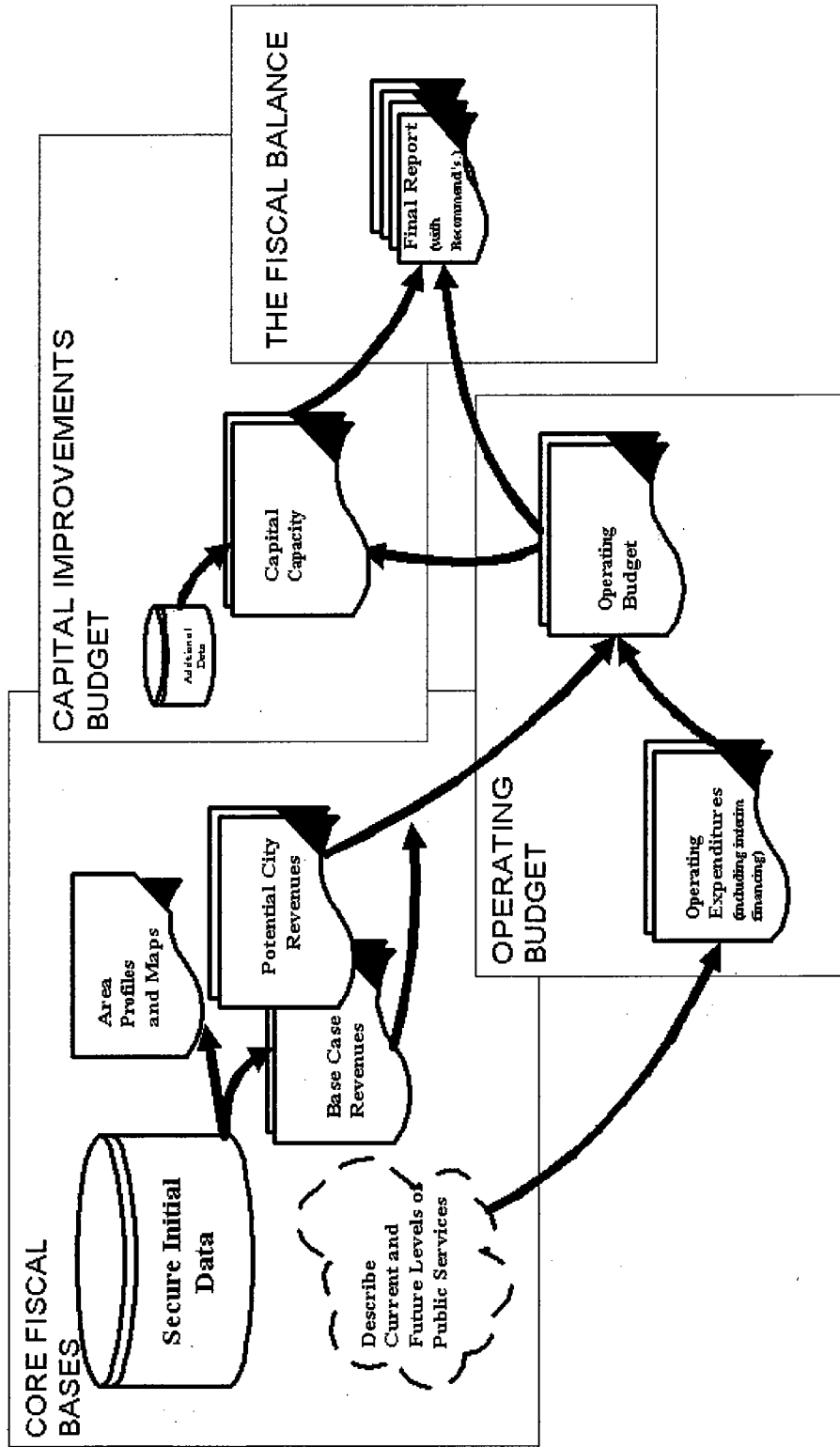
A diagram of the “Flow of Data and Calculations” on page 7 illustrates how simple, focused and hierarchical the analysis can be. The diverse source data, when collected and organized, produce the study fiscal bases and demographic pictures of the potential City. This step is strictly factual and never subject to dispute; the calculations are technical exercises. Although the calculations can be long and intricate, there is in each case a “right” answer. Projected revenues flow easily from the fiscal bases. Levels of service are more diffuse and harder to measure, but after they have been quantified, projected expenditures, whether operating or capital, flow easily as well.

In our experience, following this approach gives a study **transparency**. The sources and calculations can be seen by all. People rarely question “where did that number come from?” in our work, as it is almost always obvious. Debate seldom centers on the study mechanics, but rather on the policy options at hand. Because the analysis is hierarchical, people questioning the assumptions used in the study can also easily substitute their own . . . and recalculate figures almost on the spot. And best of all, interested laymen can and do read the entire study – and with a sense of mastery.

This approach also has one very happy effect for project managers. Because such a study is developed in successive pieces, each of which is reviewed and approved *during* the project, the draft and final reports at the *end* of the project are often largely matters of compilation and editing.



King County Council: North Highline Governance Study  
FLOW OF DATA AND CALCULATIONS



Nesbitt Planning & Management, Inc.  
Seattle, Washington



**Note On Data Retrieval.** Coordination of data retrieval from the County will be critical to meeting the timeline of this study. It will be very helpful to have a clearly designated County point person, whose role is acknowledged by County departments and who can assist in obtaining the information needed for this project. Our experience has been that without the leadership of a designated County point person, it is difficult to get questions answered in a timely fashion. While staff intentions are good, internal leadership is needed to help other staff prioritize these requests, given their other competing demands. The ability to meet the project deadlines depends on this assistance. The Request for Proposals (RFP) references a King County staff person who will serve in an advisory capacity to the Study Group and Consultant. It may be helpful to augment this staff person with a data coordinator to serve as point person with County agencies and to coordinate County departmental review of preliminary work products for the Study.

## Key Processes for Productive Reviews

Our process makes extensive use of the Study Group at key points in the project, as we describe in detail in the “Study Group Program” section beginning on page 21. It is important to mention here, however, the critical the role of the Study Group in the study methodology.

Although **transparency** makes all data and calculations accessible to any dedicated and interested reviewer, generally an advisory group does not need (nor often want) to review all the detailed calculations – especially after a few calculations are probed and found solid. A higher use of a citizen advisory group, in our judgment, is to review and guide the assumptions which are *behind* the calculations. Different reasonable sets of assumptions can have a dramatic effect on the numbers which result.

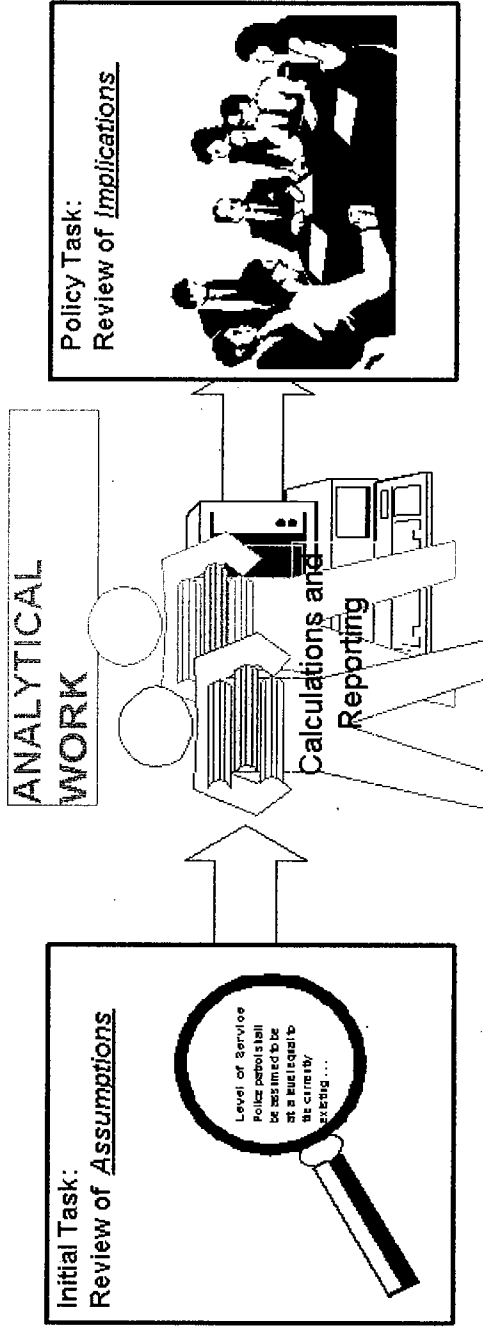
As the Study Group represents the community at large and is responsible for reflecting the community’s views and raising issues on their behalf, the Study Group must be actively involved in reviewing and blessing the study assumptions, such as future levels of service. Confidence in the assumptions chosen leads to confidence in the analytical results and brings credibility with the wider community.

Accordingly, our process for productive reviews incorporates throughout the project three repeating steps, as illustrated in the diagram on the next page. First, we isolate, highlight and display the **assumptions** and let the Study Group scrutinize and debate them. Next, based on the assumptions chosen, we make the **calculations** and report back on them. Third – and most importantly – the Study Group reviews the **policy implications** of the results.

To make well founded recommendations to the public and the King County Council at the end of the study, the Study Group will need to focus most on the policy implications of the analysis.



King County Council: North Highline Governance Study  
KEY PROCESS FOR PRODUCTIVE REVIEWS



### 3. Work Plan / Time Schedule / Budget

On the following pages, we offer:

- A step by step **Work Plan** showing every subtask of every task in the project, as well as an itemization of deliverable items,
- A detailed **Timeline** showing the sequencing of every the task, including planned overlaps, and every major milestone in the scope, and
- A task by task **Budget** showing hours by team member.

We normally develop such a detailed approach in order to carefully design a tight and responsive project. As part of contract negotiations, we always expect to further tune these items until they perfectly fit the study needs. Following this compulsively planned approach to projects has worked extremely well. We have an excellent record for bringing our projects in precisely on time and at the contracted budget, as consultation with any of our past clients will confirm.

#### Work Plan and Deliverables

The project is detailed in the following proposed step-by-step scope. We have found that being very thorough at this stage takes only a few days but pays high dividends in time efficiency later in a complex project like this incorporation study.

We expect a substantial review, tuning and acceptance of every one of these tasks and subtasks as part of contract negotiations. As detailed below, we will finalize this schedule immediately upon contract startup.

#### TASK GROUP: CORE FISCAL BASES

##### Task 1. Secure Initial Data

These tasks rapidly assemble the existing source information needed for the fiscal analysis. The information ranges from the most factual information that drives revenue estimation (such as parcel record data for individual properties) to the more policy driven information that affects cost estimation (such as level of service standards.) The latter class is usually the more difficult to obtain.

- Request and receive from the project officer copies of all relevant documents, articles, correspondence, etc., leading to the commissioning of this incorporation study. Discuss with the project officer to confirm the intent and goals of the study.

Meet with representatives of the Highline Unincorporated Area Council to review any relevant data collected to date by these neighborhoods.

- Refine the project schedule, specifying in draft the date of every deliverable, the intended week of every meeting or forum, and the committed turnaround times by the County for every major review. Hold a project “kick-off” meeting to establish lines of communication, reporting, and all major meeting and briefing dates. Finalize the schedule.
- Immediately upon contract signing, finalize and forward to the project data facilitator the first round of data requests.
- Within one week, meet with each of the departmental sources designated by the facilitator to clarify any elements of the data requests.

## **Task 2. Area Fiscal and Demographic Profiles**

These subtasks prepare the core fiscal and demographic information upon which the revenues and costs can rapidly be calculated.

- Review and confirm the County information on area demographics for 2004, including recent and projected new dwelling units. These calculations are typically derived from Census files and scaled using local growth rates as projected by the state and augmented by building permit data.
- Review and confirm the County information on the calculated current taxable assessed valuation for area, including number of parcels by type and estimated or calculated annual transfers of real property. These calculations are typically derived from the King County Assessor’s Office, with the aid of County GIS layers and associated attribute tables.
- Review and confirm the County information on taxable retail sales (and, if available, estimates of gross business income and numbers of businesses by type) for the area. Typically these data are derived with assistance from the State Department of Revenue, but the County has perfected better estimates for the major remaining potential annexation areas in the County, of which North Highline is one. From Washington State Department of Employment Security data, calculate the employment by gross sector in each of the study areas.
- Using the geographical data base assembled earlier in the subtasks above, assemble the data into area profiles for the study areas, including population density, forecasted growth in population and employment, median household income, and assessed valuation per capita. Incorporate from the departmental data received the fiscal parameters to be used for revenue and cost projections.

**DELIVERABLE:** Briefing on Fiscal Bases and Area Profiles



**Task 3. Base Case City Revenues**

In contrast to calculation of the fiscal bases above or of services below, the calculations in this task are fairly straightforward.

- Identify the taxes that would change upon incorporation. List the taxes and revenue streams which are unaffected by incorporation. Display each revenue stream showing its total for the study area and its average per household and per capita. Present in a clear set of tables drafted from the point of view of the taxpayer. Summarize in a clear set of tables and transmit to the project officer.
- Calculate all revenues for the City assuming the relevant existing revenue sources are maintained. Include property tax revenues, sales tax revenues, and franchise fee revenues, state shared revenues, permit fees, fines and forfeitures, and other miscellaneous revenues.

**Task 4. Potential City Revenues**

In this task, the potential new sources of revenue available to cities but not to counties are examined – basically business taxes and utility taxes.

- From the gross business income projected as part of the “Core Fiscal Data,” calculate the potential revenues achievable from a hypothetical business and occupation (“B & O”) tax. For the B & O rate use either the rates of nearby cities or an average of rates charged.
- Obtain the Study Group’s preferences as to which new taxes and at what rates the potential city revenue analysis should include. Project the potential revenues from the taxes which the City might chose to impose.
- Augment the taxpayer impact analysis with the extra burden of these two new taxes.

DELIVERABLE: Briefing on Base Case and Potential City Revenues

**Task 5. Current and Future Levels of Public Services**

Level of service standards drive the cost of providing each service and the specific capital projects that are budgeted. Understanding both the existing County levels of service and desired levels of services in the new city, including any noted deficiencies and/or areas of over capacity, is an essential precursor to cost analysis. Current levels of service are derived from existing County and special district budgets and staffing levels associated with services provided to this geographic area. Future levels of service are derived from various plans and will be modified by discussion with the Study Group. Also to be examined are the potential rates at which the new services can be put into effect.

- Review the County Comprehensive Plan, Six Year Capital Improvement Plans for public services, and any recent analyses for transportation concurrency, impact fees, water, sewer and related other studies. Identify basic service levels for the County's services. Identify which facilities the County assumes would be turned over to the new city and, if appropriate, at what price and in what condition. Examine possible or existing standards for level of service deficiencies.
- Assemble from the base data collected Task 1, augmented by meetings with the County departments, the drivers for each of the service costs for each area. Articulate these apparent metrics for levels of service in each area. Confer as appropriate with directors and staff to review the level of service information assembled.

DELIVERABLE: Briefing on Drivers and Unit Costs and Levels of Service

## TASK GROUP: OPERATING BUDGET

### Task 6. City Operating Expenditures

The cost projections that will result from level of service assumptions for the City will include the annual costs and necessary full time equivalents in staff (FTE's) plus certain one-time costs that might be expended in the first year or gradually over several years – but then would not recur (at least not in the immediate short term.) Each of these types of costs will be identified.

- Calculate the direct service costs for each department, using the fiscal bases, the cost drivers and unit costs described above.
- Calculate the costs that would be incurred by a new city that are not currently reflected in County costs, such as City Clerk. Calculate indirect costs for central support services such as Human Resources, City Council, Information Technology, facilities maintenance, etc.
- Calculate the number of full time equivalents (FTE's) which each service would represent.
- Compare the preliminary operating expenditure calculation with the operating expenses of the cities selected to be used as comparables.

DELIVERABLE: Briefing on city Expenditure Report

## **Task 7. City Operating Budget**

The preliminary operating budget for the new city would be drafted by compiling the projected revenues and projected operating expenditures plus some capital assumptions derived from preliminary work in Task 9, below. If this preliminary operating budget is out of balance, issues would be presented for discussion with the Study Group that will help to either balance the budget or to remain as budget gaps to be bridged in Task 12 below.

- Identify preliminary capital cost assumptions for incorporation into the operating expenditures calculated in Task 6.
- Estimate and include costs of interim financing in the operating budget projections.
- Consolidate the operating expenditures and operating revenues developed in Tasks 4 and 6 and calculate the difference between the two.
- Develop a list of options for prioritizing costs and revenues and for balancing the operating budget.

DELIVERABLE: Briefing on City Operating Budget

## **TASK GROUP: CAPITAL IMPROVEMENTS BUDGET**

The State of Washington's Growth Management Act requires all cities to establish capital facilities plans within which the status of a city's infrastructure is analyzed and goals are established for financing needed capital improvements. The plan must contain the following information, consistent with the countywide policies of the King County Comprehensive Plan:

1. An inventory of current capital facilities owned by public entities,
2. Capacities of those public facilities and any current deficiencies,
3. A forecast of the future needs for such capital facilities,
4. The proposed capacities of expanded or new capital facilities,
5. A six-year plan that will finance capital facilities within the projected funding capacities and clearly identify sources of public money for such purposes, and
6. A requirement to reassess the land use element if probable funding falls short of meeting existing needs and to ensure that the land use element, capital facilities element, and finance plan within the capital facilities plan element are coordinated and consistent.

The scope of work requested in this RFP concerns the first five of the elements listed above.

Developing the first comprehensive plan is one of the major tasks for a new city in the first few years of its existence, and the capital facilities element of this plan is a major part of that task.





Typically a newly incorporated city is given *four years* to adopt a comprehensive plan in compliance with the GMA and to develop regulations consistent with that plan.<sup>1</sup> By no means does the budget or timeline of this incorporation analysis here proposed allow the development of this full capital improvement program and budget.

However, it is possible to collect and analyze for the consideration of formation of a new city the *existing* information available from diverse sources on the likely capital costs of known needs in the area and what costs the Growth Management Act mandated six-year capital facility plan would likely include. A new city's financial picture would not be complete without this information, as an operating budget surplus still might not provide enough funds to finance capital needs.

### **Task 8. Necessary Additional CIP Data**

In this task, the assumptions about the levels of service that were discussed earlier in the study should be carried through to the presumed capital program of the new city.

- Review assumptions with the Study Group about the facilities for which the City would be responsible if incorporated (e.g., municipal facilities, police and fire protection, parks, streets, water, sanitary sewer, and storm drainage services) and identify and confirm with the Study Group those that are under the jurisdiction of another entity and that would remain under that other jurisdiction's control and authority (e.g., schools) and those that would be provided by another jurisdiction through interlocal agreement (e.g., jail.)
- For the facilities assumed to be the direct responsibility of the new city, and using the level of service standards previously established as well as Study Group input, prepare a draft list of likely capital improvements to be faced by the City, with the year anticipated in which the improvements would be required and their likely costs, based on existing data.

### **Task 9. City Capital Budget**

In this task, the capital cost estimates from existing plans and capital forecasts are applied as if assumed by the new city.

- Identify potential or anticipated funding sources for each capital improvement identified in Task 8 and project the City's capacity for capital expenditures.
- Prepare a draft capital budget. Compare the draft capital budget to the capital programs of the cities selected for use as comparables.
- Work with the Study Group to prioritize projects for funding.

---

<sup>1</sup> Municipal Research and Services Center, New City Guide, 2/2002, pages 59-60.



- Prepare a capital facilities budget element of the report that includes a projected capital improvement plan consistent with the Study Group funding priorities and describes funding gaps that may remain, if any.

DELIVERABLE: Preliminary City Capital Budget

## **TASK GROUP: THE FISCAL BALANCE**

### **Task 10. Options for Bridging Any Budget Shortfalls**

Should there would be a gap between the new city's projected revenues and the cumulative costs identified in the tasks above, identify and describe the various methods of reducing or eliminating that gap.

- Identify potential revenue and strategy options that could help to reduce any budget gaps identified in Task 7 and Task 9 and the pros, cons and relative ease of implementation of each option.

DELIVERABLE: Report on Bridging the Budget Gap (if necessary)

### **Task 11. Conclusions and Recommendations**

This task compiles the previous preliminary operating budget and preliminary capital improvement plan and presents areas that need reconciliation.

- Consolidate the preliminary operating budget and preliminary capital improvement plan and identify funding gaps, if any. Prepare a list of issues that arise from this consolidated financial picture.
- Prepare a report that describes the tax changes that would occur for residents if incorporation is approved by the voters

DELIVERABLES: Financial Plan Report and policy issues for Study Group.  
Report Of The Tax Changes For Residents



## **Task 12. Report Compilations and Final Presentation**

The draft report will compare the previously projected revenues and costs and describe whether there is an anticipated net revenue gain or shortfall for the City of North Highline if it incorporates. This report would also begin the public discussion of possible approaches to bridging any apparent fiscal shortfalls that may be identified.

- Compile the previous reports into a clear technical compendium of the base fiscal data, levels of service, revenues and costs. Add a clear executive summary and recommendations to the King County Council.
- Compile the above sections into a Draft Final Report. Present the report at a public hearing sponsored by Study Group. Amend the report if necessary following public comments.
- Work with the Study Group to present the Report and Recommendations to the King County Council.

DELIVERABLE: Draft Report and Recommendations

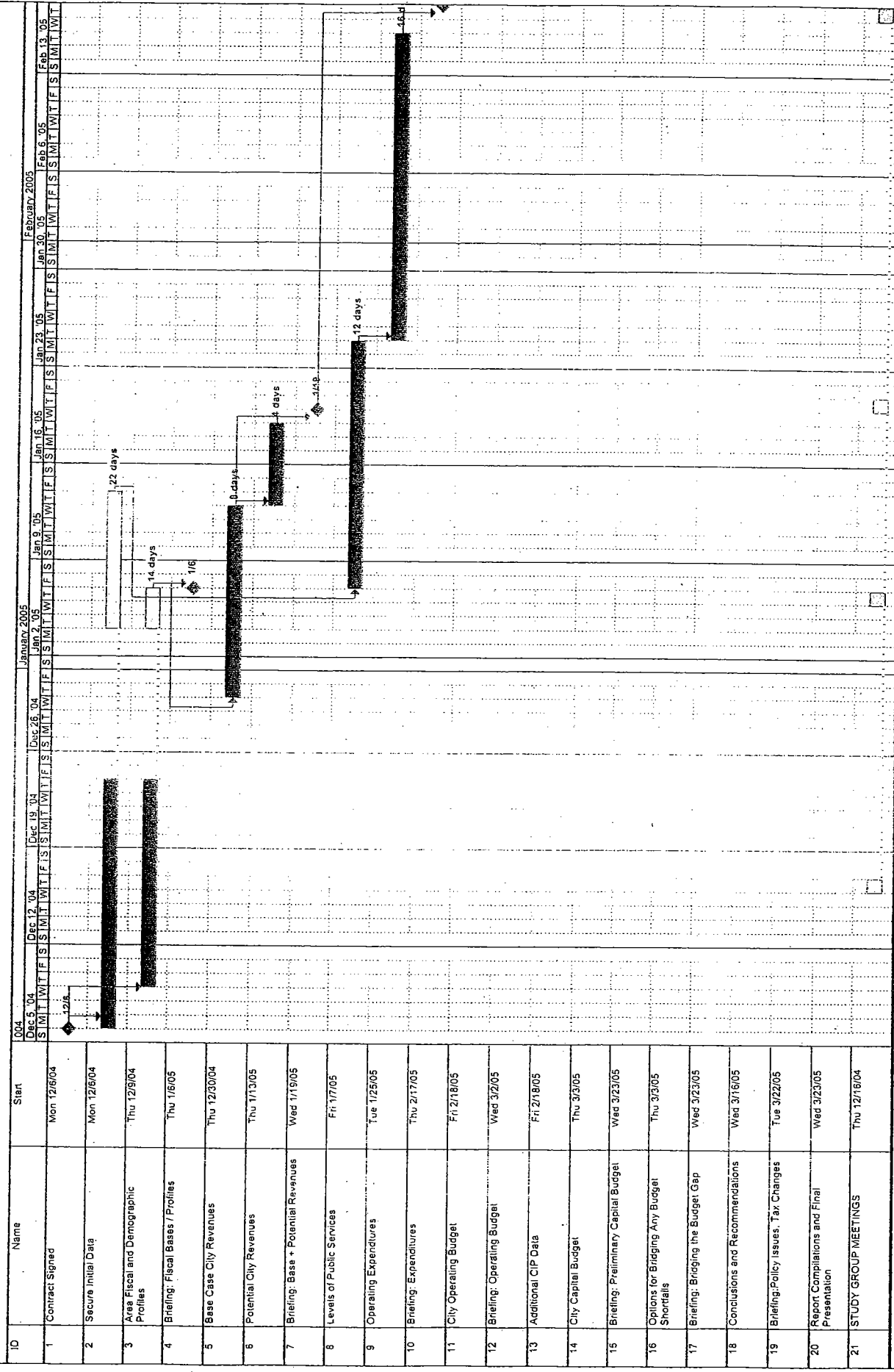


# 12102

## A. Time Line

### North Highline Governance Study

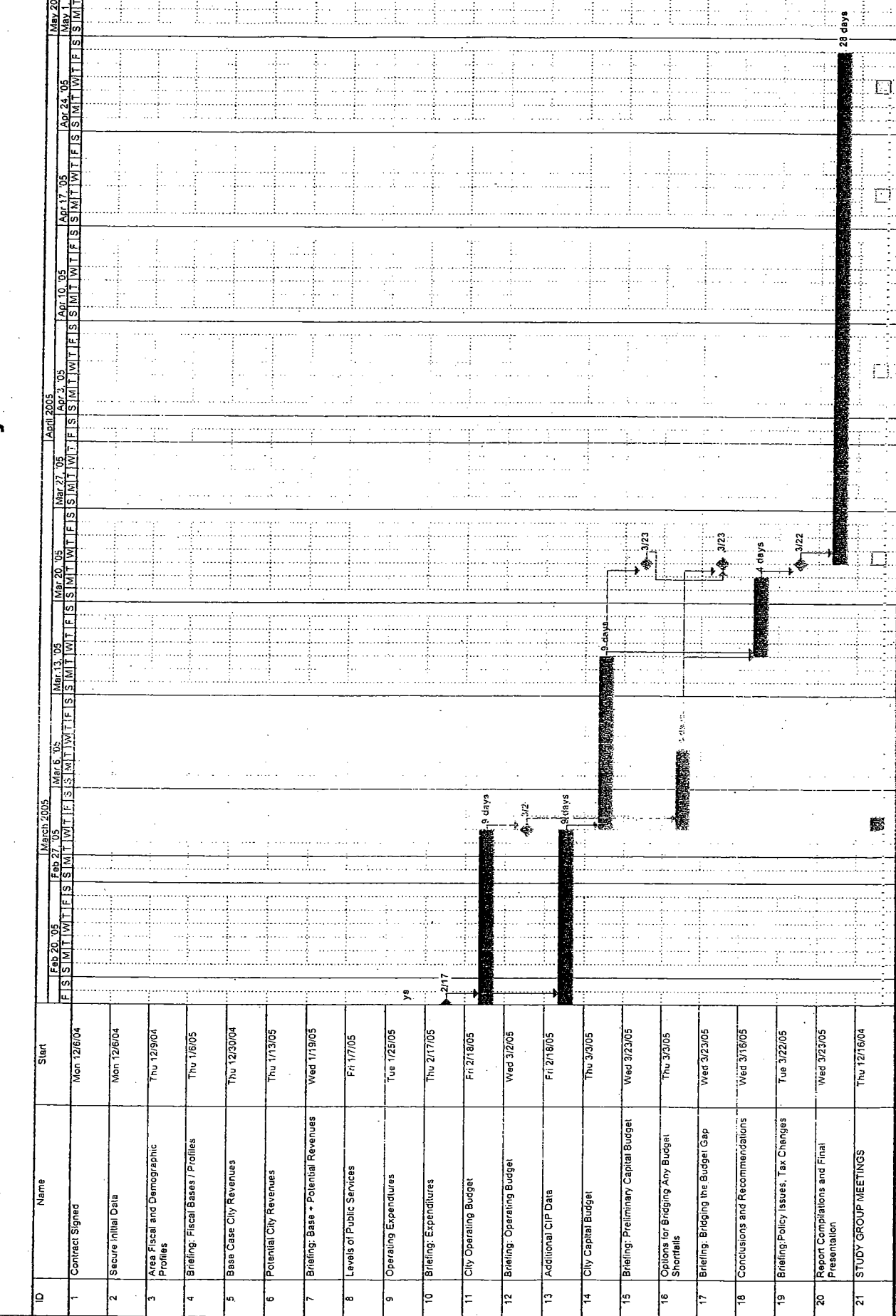
Nesbitt Planning & Management, Inc.



# 121027

## A. Time Line

Nesbitt Planning & Management, Inc.



## Budget

We propose this scope of work, as detailed above with timeline and deliverables, for a fixed price of \$50,000. Hours are allocated by task and person as follows:

<b>Task</b>		<b>Hours by Task and Team Member</b>		
		<b>NPM</b>	<b>NWSCS</b>	<b>Task Total</b>
		<i>(T. Nesbitt)</i>	<i>(C. Stewart)</i>	
1	Secure Initial Data	12	8	20
2	Area Fiscal and Demographic Profiles	61	20	81
3	Base Case City Revenues	12	8	20
4	Potential City Revenues	8	4	12
5	Levels of Public Services	17	33	50
6	Operating Expenditures	33	33	66
7	City Operating Budget	12	12	24
8	Additional CIP Data	16	14	30
9	City Capital Budget	18	15	33
10	Options for Bridging Any Budget Shortfalls	8	8	16
11	Conclusions and Recommendations	12	12	24
12	Report Compilations and Final Presentation	29	17	46
		238	184	422
	Hourly Rate	\$ 125	\$ 110	
	Gross (including NPM Overhead)	\$ 29,760	\$ 20,240	\$ 50,000

We would invoice monthly throughout the project, with a summary progress report of tasks and subtasks completed and products delivered.

Notes:

The hours above were developed subtask by subtask and rolled up to totals shown here. There is some interrelation between some subtasks, so any change in the level of effort in individual tasks may have slight effects on other tasks' costs.

All normal office overhead costs are included in the hourly rates.

Totals are rounded and include small but negligible rounding error.



## 4. Study Group Program

This project has sponsors with distinctly different interests. It will be critical for all of the interests to be addressed by the process of this study. King County has an interest in assuring that it meets the Growth Management Act deadline of 2012 for divesting itself of the remaining unincorporated areas within its urban growth boundary. The North Highline citizens have an interest in assuring that the best possible decision is made concerning their future status. These interests will be addressed in different ways throughout this process. Both sets of parties will require accurate, non-controversial data from which to make decisions.

The Study Group as currently configured per the RFP is comprised of the North Highline Unincorporated Area Council, together with a King County appointed staff person. It could be very helpful to have the King County Council person who represents the North Highline area also serve on the Study Group. In previous studies we have prepared, having elected officials on the Study Group served the joint purposes of (1) keeping them well informed on a first hand basis of the study, its conclusions, and issues of concern to the residents and (2) giving them the opportunity to keep their peers on the Council well informed of key issues and to anticipate necessary Council actions.

And for the final report to have credibility with citizens of the potential incorporation area, the citizens must be fully aware of and concur with the underlying assumptions used in the analysis as well as understand the conclusions reached. This is imperative in light of the controversy over previous annexation studies performed for this area.

Our approach to the Study Group is founded on our firm belief in the benefits of having full review and participation of those affected by the work. Our approach will be to provide transparency in the analysis by creating dual opportunities to review products: once to discuss assumptions to be used and a second time to discuss the policy implications of the analysis. We have found this approach results in fewer doubts about the calculations themselves and focuses attention primarily on the heart of the matter, the implications of the conclusions. When the final report is presented, there are no surprises.

We are experienced and skilled at staffing committees in a way that allows committees to deliberate effectively on policy questions, as we present information in a format that is understandable and functional for such deliberations. In this study we will also call attention to areas in which we as management consultants perceive that the County and the Study Group may have divergent interests. We have extensive facilitation experience that may be helpful in drawing out group discussion and eliciting cohesive group feedback.

As shown below, *we propose a Study Group review process that includes two to three additional meetings beyond the six prescribed in the RFP.* This allocation of resources would allow the Study Group to review and deliberate on the assumptions in each major task prior to reviewing the products of calculations based on those assumptions. At the discretion of the Study Group, there could be an additional meeting for further work between the public presentation of the draft report and the presentation of the report to the King County Council, if indicated based on public comments.

We would present work to the Study Group in the following ways:

- A. A schedule of meetings would be developed at the beginning of the project based on the timeline for study tasks. This schedule will allow both Study Group members and the Consultants to reserve the time needed and assure that the project meets its deadlines.<sup>2</sup>
- B. For each meeting of the Study Group, we would provide a draft report or discussion paper no less than three days prior to the meeting.
- C. The agenda for each meeting would include an oral summary of the report and an opportunity for the Study Group to ask questions, followed by a structured list of policy questions for Study Group discussion.
- D. If requested, we would prepare notes of each meeting, which would be available to the Study group in draft form within three days and would be approved or revised at the subsequent meeting.
- E. We ask each group with whom we work to do an oral evaluation at the end of each meeting. Although this takes only a few minutes of each meeting, it provides invaluable feedback to the Consultants about how the meeting and the products could be improved (or enhanced, by continuing good work.)

We would ask the Study Group and County staff to provide the public notification and facilities of the meetings and particularly the public meeting, which may need special public notice strategies.

Each of the meetings we propose, including the goals of the meeting and agenda items, are listed in the table below.

---

<sup>2</sup> The schedule above in this section shows the relative relationship of Study Group meetings and topics. It will need to be reconciled with the final schedule of task deliverables and with Study Group preferences about when meetings are to be held.





Meeting	Agenda Goals/Topics
1. Project Kickoff	<p>Goals:</p> <ul style="list-style-type: none"> <li>• Assure Study Group and Consultant mutually understand expectations</li> <li>• Develop Working Assumptions for Analysis</li> </ul> <p>Agenda:</p> <ul style="list-style-type: none"> <li>• Review Final Scope of Work</li> <li>• Establish Study Group Goals for the Study - issues of concern, hopes and expectations</li> <li>• Establish Project/Study Group Ground Rules, including:               <ul style="list-style-type: none"> <li>○ Study Group Meeting Schedule</li> <li>○ Process Guidelines</li> <li>○ Expectations for public comments</li> </ul> </li> <li>• Define Study Group Preferred Characteristics of Comparable Cities for Expenditure Analysis</li> </ul>
2. Baseline Assumptions	<p>Goals:</p> <ul style="list-style-type: none"> <li>• Develop Working Assumptions for Analysis</li> </ul> <p>Agenda:</p> <ul style="list-style-type: none"> <li>• Review and comment on Key Fiscal Parameters</li> <li>• Review and comment on Base Case Revenue Analysis Assumptions</li> <li>• Review and comment on List of Potential New Sources of City Revenue and Rates, including review of rates and taxes in the comparable cities</li> <li>• Review and comment on City Requirements that lead to Expenditure Assumptions</li> <li>• Consultant Report on Proposed Comparable Cities</li> <li>• Draft Fiscal Bases Analysis</li> </ul>
3. Preliminary Reports	<p>Goals:</p> <ul style="list-style-type: none"> <li>• Review and comment on Preliminary Reports</li> </ul> <p>Agenda:</p> <ul style="list-style-type: none"> <li>• Draft Revenue Analysis</li> <li>• Review and comment on Preliminary Level of Service Analysis</li> </ul>
4. Preliminary Reports, cont'd	<p>Goals:</p> <ul style="list-style-type: none"> <li>• Review and comment on Preliminary Reports</li> </ul> <p>Agenda:</p> <ul style="list-style-type: none"> <li>• Review and comment on Operating Expenditure Projections</li> </ul>
5. Priorities	<p>Goals:</p> <ul style="list-style-type: none"> <li>• Review and comment on Preliminary Reports</li> <li>• Establish Study Group Priorities for Further Work</li> </ul>



Meeting	Agenda Goals/Topics
	<p>Agenda:</p> <ul style="list-style-type: none"> <li>• Comment on Draft Operating Budget</li> <li>• Establish Study Group Budget Priorities</li> <li>• Review and Comment on Preliminary Capital Projects</li> </ul>
6. Draft Report	<p>Goals:</p> <ul style="list-style-type: none"> <li>• Review and comment on Draft Report</li> <li>• Prepare for Public Presentation at next meeting</li> </ul> <p>Agenda:</p> <ul style="list-style-type: none"> <li>• Draft Report               <ul style="list-style-type: none"> <li>○ Final Comparison of Projected Revenue to Projected Expenditures</li> <li>○ “What’s In It For Me” – A Taxpayer View</li> <li>○ Bridging the Gap</li> </ul> </li> <li>• Develop Preliminary Study Group Recommendations</li> <li>• Discuss preparations and needs for public meeting</li> </ul>
7. Public Meeting	<p>Goals:</p> <ul style="list-style-type: none"> <li>• Inform the Public of the Consultant Work and Findings</li> <li>• Get Public Comment on draft Report</li> </ul> <p>Agenda:</p> <ul style="list-style-type: none"> <li>• Public Meeting for Study Group Presentation of Study to Public</li> <li>• Process for Public Feedback</li> </ul>
8. Final Recommendations	<p>Goals:</p> <ul style="list-style-type: none"> <li>• Finalize Study Group Recommendations</li> <li>• Assure there are no surprises when the Study is presented to the County Council</li> </ul> <p>Agenda:</p> <ul style="list-style-type: none"> <li>• Determine role of Study Group and Consultant in presentations</li> <li>• Determine what issues raised in the public meeting need further development</li> <li>• Finalize Study Group Recommendations to the King County Council</li> </ul>
9. Presentation to King County Council	<p>Goals:</p> <ul style="list-style-type: none"> <li>• Inform the County Council of Consultant Findings in the Study</li> <li>• Inform the County Council of Study Group Recommendations</li> </ul> <p>Agenda:</p> <ul style="list-style-type: none"> <li>• Presentation to King County Council</li> </ul>
10. (Optional)	<ul style="list-style-type: none"> <li>• Debrief and Wrap up with Study Group</li> </ul>



## 5. List of Information Needs from King County

The list of data collection to which the RFP commits King County to provide the study (Part 6 – Tasks for Completion of Work Plan, B. Data Collection) is appropriate and useful. We would ask only that wherever possible the data be provided not just as totals but with geographic identifiers still attached. In many cases it should be transferred most easily as a shape file or map layer. We will guide and work with County staff to this end.

It would be especially useful to have the road characteristics and condition information by road segment in a GIS shape file.

The most important assistance which the County can provide, however, is not in providing extra data, but in providing its standard data and access to responsible employees promptly. Almost always in such fiscal feasibility studies such as this incorporation analysis, it is not the consultant tasks that are the binding time constraints. Because any fiscal study must build extensively on data and knowledge held by city, county, and state employees. *The wild card for project speed, in our experience, has always been the turnaround time on the first source data requests<sup>3</sup> made to city or county employees.* With truly rare exceptions, this does not reflect poorly on any employees – it is a matter of competing job priorities. Our data requests land in offices where there are many prior responsibilities. Early and repeatedly in each project, we must negotiate turnaround times, “selling” why the manager or staffer should place this project above his or her existing tasks. This is only reasonable, but it always adds up to a substantial lag on the project calendar.

That this current project appears to be a high Council priority could certainly help in speeding the project along, but it will not always guarantee a high priority in every Executive department. Furthermore, this current project is scheduled across several major holidays, when many people may not be present for short intervals and the work tempo generally slows for those remaining.

Accordingly, we project a schedule to completion slightly one month beyond March 31. We have an excellent track record of holding to schedule and caution the reader against easy acceptance of more optimistic timelines!

## 6. Additional Information and Comments

None.

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<sup>3</sup> Turnaround times later for follow up questions or for reviews of the draft report are also critical – and will be noted in the project timeline – but these are more directly under control of the contracting department.



## C. PROPOSER CAPABILITY

### 1. Business Organization

Nesbitt Planning & Management, Inc. is the prime contractor. NP&M is a management consulting firm specializing in feasibility and organizational studies. The firm has performed over fifty engagements in Seattle, western and eastern Washington and the Northwest region, primarily for local and regional governments.

ORGANIZATION: Nesbitt Planning and Management, Inc.  
(a Washington State corporation)  
3615 N.E. 145th St.  
Seattle, WA 98155

Federal Tax ID: 91-1454624

State UBI: 601-158-137

### 2. Authorized Negotiator

Thomas J. Nesbitt, President of Nesbitt Planning & Management, Inc. is the authorized negotiator and technical contact for this contract.

Nesbitt Planning & Management, Inc.  
3615 N.E. 145 St.  
Seattle, WA 98155

Phone: (206) 587-6005  
Fax: (206) 367-2042  
Email: tnesbitt@alum.mit.edu

### 3. Project Team

We list here all the members of the project team and our experience. With the possible exception of minor clerical and/or mapping support, these are the people who will execute this project.

**Thomas Nesbitt, President, Nesbitt Planning & Management, Inc. [NPM]** has more than thirty years experience as an analyst and project manager. He has led every one of NPM's fiscal analyses and was prime author on more than a dozen incorporation / annexation studies. Mr. Nesbitt's background spans engineering, land use planning, and fiscal analysis. With a solid grounding in engineering systems analysis, he brings the tools to disassemble complicated issues of fiscal policy into clear and understandable pieces. He is known for his energetic investigations and succinct, well-written reports.

NPM is a Seattle-based management consulting firm specializing in fiscal feasibility and organizational studies. Mr. Nesbitt has headed NPM for its entire nineteen years. Since its founding in 1985, NPM has performed over fifty engagements in Washington and the Northwest, primarily for local and regional governments. NPM's projects include numerous program and feasibility analyses, including revenue forecasting, cost recovery accounting and projection, municipal fiscal studies, incorporation, annexation and merger studies, program development and associated organizational planning.

**Cynthia Stewart, Executive Director, Northwest Small Cities Services** has over twenty-five years experience – most of those in government – as an analyst and manager. She is intimately familiar with County government, having served as council analyst and then manager in several divisions in King County. Seven years ago she co-founded ADR Options Consulting, Inc., where she developed a practice as a mediator, facilitator and trainer.

**Ms. Stewart** also recently joined Northwest Small Cities Services [NWSCS], where she is designing the launch of NWSCS into the field of conflict resolution, community involvement and facilitation services for local governments. The emphasis of NWSCS will be on pragmatic use of conflict-resolution skills in design and implementation of city programs. Ms. Stewart specializes in interjurisdictional relationships, conflict resolution, committee design, facilitation and public involvement program development and implementation.

## THOMAS J. NESBITT

## STATEMENT OF QUALIFICATIONS

### AREAS OF EXPERTISE

- Fiscal and program feasibility studies
- Land use planning and regulatory analyses
- Operational analyses and organizational audits

### EDUCATION

Massachusetts Institute of Technology:  
Bachelor of Science in Engineering (1969)

University of Washington:  
Master of Science in Engineering, Civil (1975)

### SELECTED BACKGROUND

19 yrs., President, Nesbitt Planning and Management, Inc. Planning and feasibility studies and organizational analyses for municipal and regional governments. Financial analysis with emphasis on organizational efficiency. Incorporations, annexations, assumptions, feasibility studies. Geographic information systems (GIS) analysis. Intergovernmental fiscal cost agreements.

2 yrs., Project Manager, Tidemark Computer Systems, Seattle, WA. Project management and process analysis and improvement for state and local governments.

6 yrs., Senior Planner, King County Planning and Community Development, Seattle, WA. Utility development, land use planning, program analysis, intergovernmental negotiations and agreements. Environmental analysis, systems modeling and design.

2 yrs., Senior Policy Analyst, Environmental Protection Agency, Washington, D.C. Advisor to the head of EPA's water quality, construction grants and hazardous waste programs.

2 yrs., Research and Teaching Assistant, EPA Trainee Fellowship, University of Washington. Teaching of systems analysis and engineering economics.

### CREDENTIALS

Registered Professional Engineer (CT)



## CYNTHIA J. STEWART

### STATEMENT OF QUALIFICATIONS

#### AREAS OF EXPERTISE

- Budget and management analysis and support
- Negotiation and mediation services
- Facilitator and trainer
- Interjurisdictional relations

#### EDUCATION

Masters of Public Administration  
Seattle University (1992)

Bachelor of Arts in Sociology  
University of Guam, (1971)

Professional Mediation Training and Certificate  
University of Washington CLE, 35 hours, (1993)  
Snohomish Dispute Resolution Center (1996)

#### SELECTED BACKGROUND

Current, Executive Director, NW Small Cities Services. Manage private non-profit organization providing consultant services to small cities in the Pacific Northwest.

7 yrs. and Current, Vice President, ADR Options Consulting, Inc. Consultant, mediator, facilitator and trainer with emphasis on preventing and resolving workplace, organizational and business disputes in the public and private sectors.

6 yrs., Manager, King County International Airport. Manage all aspects of airport, including planning and policy development, financial plan management, capital planning and project implementation, police, fire fighting and emergency response, facility maintenance, intergovernmental and community relations, noise mitigation programs.

4 yrs., Assistant Manager, King County Solid Waste Division. Managed policy development, budget preparation, accounting, public involvement, personnel, intergovernmental affairs and other staff functions.

8 yrs., King County Council Staff. Served numerous policy analyst and managerial roles.

#### AWARDS

2001 Airport Manager of the Year  
Presented by Washington State Department of Transportation Aviation Division



## 4. NPM Prior Experience

### Fiscal and Program Feasibility Studies

#### **Klahanie and Greenwood Point Annexation Study**

Prepared for the City of Issaquah a full analysis of the costs and feasibility of annexing either or both of the Klahanie and Greenwood Point potential annexation areas. Prepared fiscal bases using detailed GIS bases, integrating County Assessor parcel and building data extracts. Analyzed levels of service and costs by service area across all City departments. Projected revenues. Identified shortfalls and proposed alternatives, working closely with management, elected officials and citizens. Conceived, built and maintained a web site which aided in both dissemination of reports and collection of citizen comments throughout the study.

#### **County Governance Study of Gig Harbor, the Key Peninsula and Islands Area of Pierce County**

Assessed the revenues and levels and cost of service for this area of Pierce County. Displayed key fiscal and demographic parameters. Calculated and summarized the tax base of the area. Compared services received to revenue generated. From past audits, interviews, logs, and budgetary and tracking data, compared levels of service to other unincorporated areas in the County. Examined the likelihood of higher levels of service if the area were to become part of a neighboring County.

#### **Cost of Operation and Funding Analysis**

Prepared for Eastside Fire and Rescue, a consolidated fire and emergency medical service agency serving and six jurisdictions near Seattle, a comprehensive analysis of its cost of service. Conceived and developed alternative means of allocating costs, leading a funding task force through selection and refinement of a new method and model which could be re-run yearly. From accounting systems and GIS dispatch data, calculated appropriate cost shares for each of the member jurisdictions. Analyzed potential benefit assessments and impact fees and statutory requirements. Projected funding impacts for the cost allocation of the annexation of one or more defined neighborhoods out of a fire district by a member city.

#### **Klahanie Annexation Analysis**

Prepared for the Klahanie Homeowners Association Board of Directors a comparison assessment of its suitor cities (Issaquah and Sammamish) for taxes, fees, and services. Calculated financial base parameters of assessed valuation, population, households, taxable retail sales, permit activity, police dispatch calls for service, etc. Projected and compared potential tax burdens. Compared service levels in the current unincorporated state to that in each of the Cities. Identified the political "wild cards" on cost projections. Prepared and delivered a summary of all results to the homeowners.





## **Rural Infrastructure Analysis**

Prepared for the Lower John Day Regional Partnership in north central Oregon an assessment of water and wastewater infrastructure capital needs across four counties. Field reviewed facilities and interviewed mayors, councilmembers, operators and other responsible officials at twenty cities and unincorporated communities and one Indian reservation. Compiled and summarized the projects and studies proposed and made observations on regional planning, cooperation and financing.

## **Spokane Valley**

Over several years, consulted to members of the Spokane Valley Chamber of Commerce on their ultimately successful efforts to incorporate their community. Reviewed and critiqued the area's incorporation study and the key assumptions behind the projected costs of service contracts for the City to be.

## **Salt Lake County Council of Governments: Feasibility Scenarios**

Prepared an analysis of a wide range of potential annexations and incorporations in Salt Lake County, Utah. Assessed the current County arrangements for contracting services to its cities and recommended improvements in regional cost allocations by department. Projected the cumulative impact over time on revenue bases and service demand as the County shifts more from a local to a regional government, passing the responsibilities for local service to existing and future cities.

## **Clallam Bay / Sekiu**

Prepared for the Clallam Bay Chamber of Commerce a study of the feasibility of incorporating the communities of Clallam Bay and Sekiu. Prepared detailed population estimates to confirm that the proposed city meet the statutory minimum size requirement. Projected key revenues, especially those of sales tax equalization.

## **Smokey Point – Lakewood**

Assessed for a citizens coalition the feasibility of incorporating a the Smokey Point-Lakewood neighborhood near Arlington. Prepared the base fiscal parameters and projected the key revenues and expenses.

## **Covington Incorporation Study**

Prepared for the Washington State Boundary Review Board for King County the financial and service study for the proposed formation of a City of Covington. Analyzed startup revenue and expense streams as well as steady state budgets.

## **Park and Recreation Service Area Boundaries Study**

Prepared for the King County Council a assessment of the potential boundaries for establishment of park and recreation service areas across the County. Examined needs, funding bases and voting patterns.

## **Covington Capital Analysis**

Prepared for the King County Office of Policy and Planning a summary of the recent and potential parks and roads capital needs in the Covington area. Included an assessment of the County's historical capital improvements program scheduling lags and its effect on actual annual expenditures.

**Northshore Park and Recreation Service Area**

Prepared for the King and Snohomish County Councils a feasibility study for forming a Park and Recreation Service Area in the Northshore School District. Assessed capital and operation and maintenance costs of the proposed Northshore Senior Center, necessary debt service and resultant probable tax rates. Analyzed the distribution of potential users and payers and the consistency with current land use plans and regulations.

**Burien Incorporation Study**

Prepared for the Washington State Boundary Review Board for King County the financial and service study for the proposed formation of a City of Burien. Analyzed local and state shared revenues and probable costs. Constructed initial and long term municipal budgets.

**Woodinville Incorporation Study**

Prepared for the Washington State Boundary Review Board for King County the financial and service study for the proposed formation of a City of Woodinville. Analyzed contracted and City-provided costs.

**Sammamish and Newport Hills Incorporation Studies**

Prepared for the Washington State Boundary Review Board for King County the "Core Financial Analysis" for the two proposed Cities of Sammamish and Newport Hills. Special issues include an analysis of annexation proposals and revenues.

**Pierce County Incorporation Studies [multiple contracts]**

Prepared for the Pierce County Executive the financial and service studies for the proposed formation of the Cities of Lakewood and University Place. Analyzed local and state shared revenues and probable costs. Projected state sales tax revenues and sales tax equalization payments expectable at that time.

**Enumclaw Park and Recreation Service Area**

Analyzed for the King County Natural Resources and Parks Division and the City of Enumclaw the feasibility of building a community center and/or performing arts center in Enumclaw through a Park and Recreation Service Area. Subsequently, updated the results directly for the City of Enumclaw.

**New City Incorporation Study**

Prepared for the Community Governance Committee a study of the fiscal feasibility of forming a city in an area just north of Vancouver, Washington. Special analysis of sales tax equalization revenues, their sources and stabilities.

**Shoreline Incorporation Study**

Prepared for the Washington State Boundary Review Board for King County a full financial analysis of the proposed City of Shoreline.

**Covington Incorporation Fiscal Check**

Assisted King County Council staff with an informal fiscal analysis of likely budget revenues and expenditures for a contemplated City of Covington.

**Issaquah Skyport Feasibility Study**

Analyzed for King County and the City of Issaquah the feasibility of Issaquah acquiring and preserving the Issaquah Skyport through a Park and Recreation Service Area. Assessed capital and operation and maintenance costs, necessary debt service and resultant probable tax rates, safety and liability issues and consistency with plans and regulations.

**Spokane County and City Merger Analysis**

Prepared for the Spokane Board of Freeholders a fiscal analysis of the potential merger of Spokane County with its major city, the City of Spokane. Guided the Board through clarifications of their charter assumptions with potential fiscal impacts. Prepared differential analyses of income and expense streams. Mapped and costed the likely merger process, highlighting key potential problem areas drawn from the King County / METRO experience. Prepared an additional analysis for Spokane Momentum under the final charter assumptions.

**Municipal Court Feasibility Study**

Conducted a cost-benefit analysis of establishing a municipal court for the City of Kent, Washington.

**Land Use Planning and Regulatory Analyses****Tax Revenue Projection**

Provided the City of Seattle's Office of Management and Budget with an independent review of the long term property, sales and business and occupation tax revenue projected for a proposed waterfront Seattle development.

**Growth Management**

Prepared for the King County Growth Management Planning Council a "framework study" of the potential economic and financial effects of growth alternatives on government infrastructure costs. Interviewed key councilmembers and other policy makers. Directed a review of the available literature to assess the commonly held growth assumptions.

**Surface Water Comprehensive Plan**

Assisted with the regulatory analysis, briefings and ordinance preparation on the Renton Surface Water Comprehensive Plan. Mapped current and potential requirements affecting the City through its own diverse codes and policies and from the state and federal government. Interviewed selected managers and staff and compared policy to actual functioning programs, identifying gaps and overlaps. Analyzed costs and benefits of recommended capital and maintenance.

**Pre-annexation Agreement**

Assisted the City of Issaquah in analyzing and refining its plans to annex the Grand Ridge property if an acceptable agreement could be reached with King County. Coordinated analyses for staff deliberations and City Council and County Council presentations.



**Requirements of New Developments**

Assessed for the City of Issaquah the operation of its land development review system. Interviewed small and large developers, Development Commissioners, citizen activists and City staff and managers. Identified key problems with the process. Recommended changes to organizational structure, management reporting, interdepartmental relationships and communications with the public.

**Offsite Impacts and Development Improvements**

Analyzed for the Department of Construction and Land Use of the City of Seattle the "offsite" improvements required of new developments by all City departments. Identified the conflicts and gaps among the departments. Recommended changes to codes, procedures and staffing to increase cooperation, satisfaction and performance.

**Washington Public Ports Association**

Represented the Association with the Department of Ecology and the Army Corps of Engineers on the Puget Sound Dredge Disposal Analysis Program. Assessed draft regulations and standards. Proposed specific adjustments in data systems and reporting procedures which could increase the program's cost-effectiveness. Prepared a methodology for sampling and estimation of extended regional economic impacts of the standards.

**Surface Water Workshops**

Organized and helped supervise training sessions for over 200 users in the new King County requirements of land development for surface water protection.

**Financing Plan for Green River Flood Control**

Advised the Surface Water Management Division of King County in the development and refinement of a method for joint funding of roughly five million dollars in flood control projects by the cities of Auburn, Federal Way, Kent, Renton, SeaTac, Tukwila, and King County. Assessed the funding shares and levy rates for maintenance using the Green River Flood Control Zone District. Evaluated the likely "ceiling" to remain available in the near future for junior taxing districts under Washington State's several statutes limiting property taxes.

**Green River Low Flows**

Designed and managed a study of alternative low flow regimes possible with operational (non-structural) changes at Howard Hanson Dam. Directed presentations to local elected officials, agency testimony and congressional delegation briefing materials.

**Utility User Fee Development**

Designed a King County program for funding surface water improvements through a utility user fee. Helped project and analyze revenue requirements, rate structures, billing system constraints, fiscal and political feasibility, reorganization plans and personnel requirements.



**Surface Water Requirements of New Developments**

Organized and redrafted for the King County Surface Water Management Division its manual of requirements for all substantial developments in unincorporated King County. Distinguished true requirements from suggested guidelines. Clarified the conditions under which special requirements apply or under which waivers may be granted. Weighed extensive comments from the designers in the development community and King County Departments. Drafted the King County Ordinance which implemented the policies of the new manual.

**Operational Analyses and Organizational Audits****Fire and Rescue Cost and Funding Study**

Prepared for Eastside Fire and Rescue (a consortium of the Cities of Sammamish, Issaquah, and North Bend and Fire Districts 10 and 38) an analysis of their full costs, culminating in a proposed funding allocation for the five member jurisdictions. Analyzed audited financials and management reports and dispatch records to spread all costs to cost centers, then apportioned each cost center to jurisdictions by using a GIS and database analysis of dispatch records. Noted potential system efficiencies and cost savings.

**Sewer / Water District Assumption**

Prepared for the City of Sammamish an analysis of the feasibility of assumption of four sewer and water districts within its boundaries. Reviewed capital needs, existing debt, growth plans and rate alternatives, as well as absorption of district personnel and equipment / facilities to mutual benefit of the City and customers.

**Program Analysis and Cost Accounting**

Provided technical support for the City of Seattle's litigation concerning a substantial revenue stream in land use regulation. Tracked and uncovered actual total billable program costs and their allocations to competing purposes over multiple years and multiple organizational units.

**Lease-Buy Decisions**

Analyzed for the municipal corporation which operates Seattle's golf courses the economics of alternative leasing arrangements with the City of Seattle and with private vendors of maintenance equipment.

**Underground Storage Tank Analysis**

Prepared for the Port of Seattle a confidential analysis of the underground storage tanks of the Port and its tenants. Included a full inventory and initial assessment, as well as a costing model by which the Port could optimize and time the upgrading of all tanks for bringing each tank on the inventory into compliance on the regulatory schedule.

**Maintenance Bonds System**

Analyzed for King County Surface Water Management its bonding system for securing against maintenance failures and defects in the construction in the first two years of operation of storm and surface water facilities. Implemented an automated system for tracking, management reporting and private party notification.



**Work Program Assessment**

Analyzed for SeaFirst Bank a historically problematic training program. Assessed what hampered the program's progress and recommended steps for development of a solid work program.

**Cost Recovery**

Prepared for the State of Idaho Air Quality Bureau an assessment of the revenues achievable through the establishment of an air quality permit fee. Developed and directed the collection of cost accounting data, performed the technical analysis and designed and built a management model for allocating the \$1.4 million annual budget across the permit population. Prepared information for development into the package by which the State Legislature could consider enacting the fee system.

**Permit Tracking and Control**

Assessed the flow of permit applications through King County Building and Land Development. Designed and installed a personal computer-based weekly reporting display for monitoring permit flows. Designed and incorporated inventory standards for each work station in order to reduce total processing time.

**Division Strategic Plan**

Assisted with the policy options formulation and analysis in the five year strategic plan being developed for the Surface Water Management Division of King County. Assessed the feasibility of expanding regional or local surface water services delivered by King County.

**Departmental Reorganization**

Consulted to the Director of King County Planning and Community Development in all aspects of that department's reorganization, including initial proposal development, alternative organizational structures analysis, budget assessments, and negotiations with the County Council. Drafted the implementing ordinance.

**Maintenance Shops Space Study**

Analyzed the current and prospective needs for centralization in the parks maintenance shop system at King County. Assembled space needs for each major job category and support functions at the central and each of three regional shops. Projected future park ownership changes and their effect on maintenance needs. Extracted estimates of actual maintenance related travel to all county park sites from actual job logs. Optimized location of the future central shop based on tradeoffs between cost and performance.

**Departmental Analysis**

Assisted with the management audits of the Snohomish County Community Development and Planning Divisions. Identified organizational and managerial strengths and deficiencies. Recommended changes to policies, systems and procedures.



**Permit Application Control and Reporting**

Constructed and installed a data base for efficient tracking of the multiple county reviews for commercial building permits in Snohomish County Community Development, designing the system for eventual expansion to include other permit streams. Automated several management reports which tally review times by reviewer, flag stalled applications, identify applications which are waiting for more information from the applicant, etc.

**5. References****For Mr. Nesbitt:**

Leon Kos  
City Manager  
City of Issaquah  
(425) 837-3033

Mark Hinthorne  
Director  
City of Issaquah Planning  
(425) 837-3085

Karen May  
City Annexation Advisory Task Force  
Klahanie Potential Annexation Area  
(206) 662-4683

**For Ms. Stewart:**

Catherine Mitchell  
Deputy Director, General Services Department  
City of Tacoma  
(253) 591-5564

Cheryl Fambles  
Former Director, Construction and Facilities Management Department  
King County  
360-866-0489

Stan Allison  
Manager, Aviation Operations  
WSDOT Aviation Division  
360-651-63