

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF ELLENSBURG
AND
McKinstry Essention, LLC**

RELATING TO: Sustainability and Energy Plan Project

THIS LUMP SUM AGREEMENT is made and entered into this 17 day of October, 2022 ("Effective Date"), by and between THE CITY OF ELLENSBURG, a non-charter code city of the State of Washington (hereinafter called the "CITY") and McKinstry Essention, an LLC authorized to do business in the state of Washington (hereinafter called the "CONSULTANT").

1. RECITALS.

1.1. The CITY desires to obtain professional services for work related to the Sustainability and Energy Plan project.

1.2. The CITY has solicited for such professional services as required by law, including RCW Chapter 39.80 if applicable.

1.3. CONSULTANT represents that it is available and able to provide qualified personnel and facilities necessary for the work and services contemplated herein, and can accomplish the work and services within the required time period and in accordance with CITY's specifications, WSDOT Standard Specifications (as applicable), and professional standards.

1.4. CONSULTANT agrees to perform the work and services specified herein in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the above representations and the terms, conditions, covenants, and agreements set forth below, the parties hereto agree as follows:

2. SCOPE OF WORK.

2.1. The scope of professional services to be performed and the results to be achieved by the CONSULTANT shall be as detailed in the attached Exhibit A and shall include all services and material necessary to accomplish the work ("Services").

2.2. The CITY may review the CONSULTANT'S work product, and if it is not satisfactory, the CONSULTANT shall make such changes as may be required by the CITY. Such changes shall not constitute "Extra Work" as related in Section 13 of this Agreement.

2.3. The CONSULTANT agrees that all services performed under this Agreement shall be in accordance with the standards of the profession and in compliance with applicable federal, state and local laws.

2.4. The Scope of Work may be amended upon written approval of both parties.

3. TIME OF PERFORMANCE. The CONSULTANT may begin work upon the Effective Date of this Agreement by both parties, or the CITY's issuance of a Notice to Proceed, whichever is applicable, and the duration of the Agreement shall extend through (November 1, 2023). The work shall be completed in accordance with the schedule set forth in the attached Exhibit B.

4. PAYMENT. The CITY shall pay the CONSULTANT as set forth in this section of the Agreement. Such payment shall be full compensation for work performed, services rendered, and all labor, materials, supplies, equipment and incidentals necessary to complete the work.

4.1. The CITY shall pay the CONSULTANT as set forth in this section. In no event shall the amount paid by CITY exceed the Maximum Compensation as set forth in Section 5, unless otherwise agreed to by the CITY in writing. Such payment shall be full compensation for work performed, services rendered, and all labor, materials, supplies, equipment and incidentals necessary to complete the work.

4.2. The CONSULTANT shall submit invoices to the CITY for work completed in accordance with Exhibit A. Invoices shall detail the work, and shall itemize with receipts and invoices the non-salary direct costs.

4.3. The CITY shall review the invoices and make payment for the portion of the project or tasks that have been completed less the amounts previously paid.

4.4. The CONSULTANT invoices are due and payable within 30 days of receipt. In the event of a disputed billing, only the disputed portion will be withheld from payment.

4.5. Final payment for the balance due to the CONSULTANT will be made after the completion of the work and acceptance by the CITY.

4.6. Payment for "Extra Work" performed under Section 13 of this Agreement shall be as agreed to by the parties in writing.

5. MAXIMUM COMPENSATION.

5.1. The CONSULTANT's total compensation and reimbursement under this Agreement, including labor, direct non-salary reimbursable costs and outside services, shall not exceed the maximum sum of \$200,000. This amount is the maximum amount

to be paid under this Agreement and shall not be exceeded without prior written authorization from CITY in the form of a negotiated and executed amendment of this Agreement.

5.2. The budget for each task is as set forth in the attached Exhibit C. Budgets for task(s) may be modified upon mutual agreement between the two parties, but in any event, the total payment to CONSULTANT shall not exceed the maximum amount per Section 5.1 above.

6. RELATIONSHIP OF PARTIES.

6.1. The relationship created by this Agreement is that of owner-independent contractor. Neither the CONSULTANT nor CONSULTANT's employees are employees of the CITY and are not entitled to the benefits provided by the CITY to its employees. The CONSULTANT, as an independent contractor, has the authority to control and direct the performance of the details of the services to be provided. No employee, agent, representative or subconsultant of CONSULTANT shall be or shall be deemed to be the employee, agent representative or subconsultant of the CITY. The CONSULTANT shall assume full responsibility for all wages, along with any Federal, State, and local taxes or contributions imposed or required, including, but not limited to, unemployment insurance, Social Security, and income tax, payable as a result of work performed under this Agreement.

6.2. Employees of the CONSULTANT, while engaged in the performance of any work or services under this Agreement, shall be considered employees of the CONSULTANT only and not of the CITY, and claims that may arise under the Workman's Compensation Act on behalf of said employees while so engaged, and any and all claims made by a third party as a consequence of any negligent act or omission on the part of the CONSULTANT'S employees while so engaged, on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT. On or before the Effective Date, CONSULTANT shall file, maintain and/or open all necessary records with the Internal Revenue Service and the State of Washington, and as may be required by RCW 51.08.195, to establish CONSULTANT's status as an independent contractor.

7. OWNERSHIP OF DOCUMENTS.

7.1. The work product and all documents produced under this Agreement shall be furnished by the CONSULTANT to the CITY, and upon completion of the work shall become the property of the CITY, for use without restriction and without representation as to suitability for reuse by any other party unless specifically verified or adapted by the CONSULTANT, except that the CONSULTANT may retain one copy of the work product and documents for its records. The CONSULTANT will be responsible for the accuracy of the work, even though the work has been accepted by the CITY.

7.2. In the event that the CONSULTANT shall default on this Agreement or in

the event that this Agreement shall be terminated prior to its completion as herein provided, all work product of the CONSULTANT, along with a summary of work as of the date of default or termination, shall become the property of the CITY. Upon request, the CONSULTANT shall tender the work product and summary to the CITY. Tender of said work product shall be a prerequisite to final payment under this Agreement. The summary of work done shall be prepared at no additional cost to the CITY.

7.3. CONSULTANT will not be held liable for reuse of documents produced under this Agreement or modifications thereof for any purpose other than those authorized under this Agreement without the written authorization of CONSULTANT.

8. RECORDS. As a public agency, the CITY is subject to the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that CONSULTANT keeps records that are deemed public records and are needed for the CITY to respond to a request under the Act, as determined by the CITY, CONSULTANT agrees to make them promptly available to the CITY. Pursuant to Chapter 40.14 RCW, CONSULTANT shall retain records associated with this Agreement in accordance with the applicable retention schedule. CONSULTANT also agrees to indemnify and hold the CITY harmless from any claims or losses caused by CONSULTANT'S failure to make records available to the CITY as provided in this Agreement.

9. NONDISCRIMINATION. The CONSULTANT shall conduct its business in a manner, which assures fair, equal and non-discriminatory treatment of all persons, in particular:

9.1. The CONSULTANT shall maintain open hiring and employment practices and will welcome applications for employment in all positions, from qualified individuals who are members of minorities protected by federal equal opportunity/affirmative action requirements; and,

9.2. The CONSULTANT shall comply with all requirements of applicable federal, state or local laws or regulations issued pursuant thereto, relating to the establishment of non-discriminatory requirements in hiring and employment practices and assuring the service of all persons without discrimination as to any person's race, creed, color, religion, national origin, status as a military veteran, marital status, gender, sexual orientation, disability or other legally protected classification.

10. SUBCONTRACTING.

10.1. The CONSULTANT shall not sublet or assign any of the work covered by this Agreement without the written consent of the CITY. The CITY consents to the list of subconsultants to be assigned a portion of the work as listed in Exhibit E.

10.2. In all solicitation either by competitive bidding or negotiation made by the CONSULTANT for work to be performed pursuant to a subcontractor, including procurement of materials and equipment, each potential subconsultant or supplier shall

be notified by the CONSULTANT of CONSULTANT's obligations under this Agreement, including the nondiscrimination requirements.

10.3. In performing this Agreement, the CONSULTANT shall not subcontract with or employ any CITY employee without the CITY's written consent.

11. SUPERVISION, INSPECTION AND PERFORMANCE.

11.1. Even though CONSULTANT is an independent contractor with the authority to control and direct the performance and details of the Services, the Services must meet the approval of CITY and shall be subject to CITY's general right of inspection and supervision to secure the satisfactory completion of this Agreement.

11.2. CONSULTANT represents that it has or will obtain all personnel necessary to perform the Services and that such personnel shall be qualified, experienced, and licensed as may be necessary or required by applicable laws and regulations to perform the Services. All Services shall be performed by CONSULTANT, its employees, or by subconsultants whose selection has been authorized by CITY; provided that CITY's authorization shall not relieve CONSULTANT or its subconsultants from any duties or obligations under this Agreement, or at law, to perform the Services in a satisfactory and competent manner. CONSULTANT shall ensure that all contractual duties, requirements and obligations that CONSULTANT owes to CITY shall also be owed to CITY by CONSULTANT's subconsultants retained to perform the Services.

11.3. CONSULTANT shall be responsible for the professional quality, technical adequacy, accuracy, timely completion, and coordination of the Services and all plans, designs, drawings, specifications, reports, and other work performed pursuant to this Agreement. CONSULTANT shall perform the Services in accordance with the standard of care of its profession in the same or similar localities at the time services are performed. CONSULTANT shall be responsible for the professional standards, performance, and actions of all persons and firms performing the Services under this Agreement. CONSULTANT shall, without additional compensation, correct any specific breach of a contractual obligation in the Services and revise any errors or omissions in any plans, designs, drawings, specifications, reports, and other products prepared under this Agreement.

12. CHANGES IN WORK. Other than changes directed by the CITY as set forth in Section 1 above, either party may request changes in the scope of work. Such changes shall not become part of this Agreement unless and until mutually agreed upon and incorporated herein by written amendments to this Agreement executed by both parties.

13. EXTRA WORK. The CITY may desire to have the CONSULTANT perform work or render services in connection with this project, in addition to the Scope of Work set forth in Exhibit A and minor revisions to satisfactorily completed work. Such work shall be considered as "Extra Work" and shall be addressed in a written supplement to this Agreement. The CITY shall not be responsible for paying for such extra work unless

and until the written supplement is executed by both parties.

14. TERMINATION.

14.1. The CITY may terminate this Agreement in whole or in part whenever the CITY determines, in its sole discretion that such termination is in the best interests of the CITY, upon not less than ten (10) days' written notice to the CONSULTANT. Written notice will be by certified mail sent to the CONSULTANT'S designated representative at the address provided by the CONSULTANT. If this Agreement is terminated in its entirety by the CITY for its convenience, the CITY shall pay the CONSULTANT for satisfactory services performed through the date of termination, but no amount shall be allowed for anticipated profit on unperformed Services or other work.

14.2. The CITY may terminate this Agreement, in whole or in part and at any time, in writing if CONSULTANT substantially fails to fulfill any or all of its material obligations through no fault of CITY. If CITY terminates all or part of this Agreement for default, CITY shall determine the amount of Services satisfactorily performed to the date of termination and the amount owing to CONSULTANT using the criteria set forth below; provided that (a) no amount shall be allowed for anticipated profit on unperformed Services or other work, and (b) any payment due to CONSULTANT at the time of termination may be adjusted to the extent of any additional costs CITY incurs or will incur because of CONSULTANT's default. In such event, CITY shall consider the actual costs incurred by CONSULTANT in performing the Services to the date of termination, the amount of Services originally required which was satisfactorily completed to the date of termination, whether the Services or deliverables were in a form or of a type which is usable and suitable to CITY at the date of termination, the cost to CITY of either completing the Services itself or employing another firm to complete the Services in addition to the inconvenience and time which may be required to do so, and other factors which affect the value to CITY of the Services performed to the date of termination. Under no circumstances shall payments made under this provision exceed the Schedule of Charges. This provision shall not preclude CITY from filing claims and/or commencing litigation to secure compensation for damages incurred beyond that covered by withheld payments.

14.3. In the event this Agreement is terminated prior to the completion of the work, a final payment shall be made to the CONSULTANT, which, when added to any payments previously made, shall compensate the CONSULTANT for the portion of work completed. Whenever the Agreement is terminated in accordance with this Section 14, the CONSULTANT shall be entitled to payment for actual work performed up to the termination date. Upon such termination, whether for convenience or default, an equitable adjustment in the contract price will be made by the CITY for partially completed items of work, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination under this Section 14 shall not constitute a breach of the Agreement by the CITY.

15. INDEMNIFICATION/HOLD HARMLESS.

15.1. CONSULTANT shall defend, indemnify and hold the CITY, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the CONSULTANT in performance of this Agreement, except for injuries and damages caused by the sole negligence of the CITY.

However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the CONSULTANT and the CITY, its officers, officials, employees, and volunteers, the CONSULTANT's liability, including the duty and cost to defend, hereunder shall be only to the extent of the CONSULTANT's negligence.

15.2. It is further specifically and expressly understood that the indemnification provided herein constitutes the CONSULTANT's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

15.3. The provisions of this section shall survive the expiration or termination of this Agreement. Further, the indemnity obligations shall extend to claims that are not reduced to a suit and to any claims that may be compromised prior to the culmination of any litigation or the institution of any litigation. Inspection, acceptance or payment by CITY of or for any Services performed by CONSULTANT shall not be grounds for avoidance of any Indemnity Obligations.

15.4. The Parties agree that the aggregate liability of CONSULTANT for any damages, including contract, indemnity or otherwise, arising in any way out of the performance of this contract shall be limited to the proceeds payable by the primary insurance coverage as negotiated and required by this Agreement.

16. INSURANCE.

16.1. The CONSULTANT shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, its agents, representatives, employees or subcontractors.

16.2. CONSULTANT'S maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the CONSULTANT to the coverage provided by such insurance, or otherwise limit the CITY'S recourse to any remedy available at law or in equity.

16.3. Minimum Scope of Insurance. CONSULTANT shall obtain insurance of the types described below:

16.3.1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contract liability coverage; and,

16.3.2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, and personal injury and advertising injury. The CITY shall be named or added as an additional insured under the Consultant's Commercial General Liability insurance policy using ISO endorsement form CG 20 26, or coverage at least as broad; and,

16.3.3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington; and

16.3.4. Professional Liability insurance appropriate to the CONSULTANT's profession.

16.4. Minimum Amounts of Insurance. CONSULTANT shall maintain the following insurance limits:

16.4.1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

16.4.2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.

16.4.3. Professional Liability insurance shall be written with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.

16.5. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:

16.5.1. The CONSULTANT's insurance coverage shall be primary insurance with respect to the CITY. Any insurance, self-insurance, or insurance pool coverage maintained by the CITY shall be excess of the CONSULTANT's insurance and shall not contribute with it.

16.5.2. Any payment of deductible or self-insured retention shall be the sole responsibility of the CONSULTANT.

16.5.3. The CONSULTANT'S insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

16.6. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

16.7. Verification of Coverage. CONSULTANT shall furnish the CITY with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the CONSULTANT before commencement of the work.

16.8. Cancelation. CONSULTANT will provide notice to the CITY of any cancelation of coverage by no later than three (3) days after CONSULTANT is notified by its insurer that coverage will or has been canceled, whichever occurs earliest.

16.9. CITY Full Availability of CONSULTANT Limits. If the CONSULTANT maintains higher insurance limits than the minimum amounts shown above, the CITY shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the CONSULTANT, irrespective of whether such limits maintained by the CONSULTANT are greater than those required by this Agreement or whether any certificate of insurance furnished to the CITY evidences limits of liability lower than those maintained by the CONSULTANT.

17. APPLICABLE LAW/VENUE. This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington, and in the event of dispute the venue of any litigation brought hereunder shall be Kittitas County.

18. NOTICE. All communications regarding this Agreement shall be sent to the parties at the addresses listed below, or at such other address as given pursuant to this Section, and shall be effective on the next business day if sent by registered or certified mail or deposited with an overnight delivery service.

City of Ellensburg
Department of Public Works & Utilities
Attention: Buddy Stanavich
501 N. Anderson
Ellensburg, WA 98926

McKinstry Essention, LLC
601 E Riverside Ave, Suite 510
[Spokane, WA 99202

19. ENTIRE AGREEMENT. The written terms and provisions of this Agreement, together with all referenced Exhibits, supersede all prior verbal statements of any officer or other representative of CITY, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and the referenced Exhibits.

20. PRIORITY OF DOCUMENTS. In the event that the language and provisions of this Agreement are contrary to or conflict with any language or provisions set forth in any exhibit to this Agreement, the language and provisions of this Agreement shall control, and the contrary or conflicting language or provisions of the exhibit(s) shall be disregarded and shall be considered void.

21. MODIFICATION. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of CITY and CONSULTANT.

22. ASSIGNMENT. Any assignment of this Agreement by CONSULTANT without the prior written consent of CITY shall be void.

23. WAIVER. A waiver of any breach by either party shall not constitute a waiver of any subsequent breach.

24. THIRD-PARTY BENEFICIARIES. There are no third-party beneficiaries to this Agreement.

25. EXHIBITS AND SIGNATURES. This Agreement, including its exhibits, constitutes the entire Agreement, supersedes all prior written or oral understandings, and may only be changed by a written amendment executed by both parties. The following exhibits are hereby made a part of this Agreement:

Exhibit A – Scope of Work

Exhibit B – Schedule for the Work

Exhibit C – Budget for Each Task and Milestone

Exhibit D – Subcontractors Agreed To

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

CONSULTANT:

By: _____

Printed
Name: _____

Title: _____

Tax ID#: _____

THE CITY OF ELLENSBURG:

By: _____

Printed
Name: _____

Title: _____

ATTEST: _____
Clerk

Approved as to Form:

City Attorney

Exhibit A – Scope of Work

The Scope and Tasks to develop the Sustainability and Energy Plan for the City of Ellensburg will include the following:

Task 1 – Project Management

McKinstry's assigned Project Manager, Christie Hoffpauer, will provide leadership and project management throughout the duration of the Sustainability and Energy Plan development process. She will ensure the resulting plan is cohesive and includes all the elements specified below. Specific tasks will include:

- Development of the overall project workplan, schedule and budget
- Facilitation of initial kick-off meeting and informational interviews
- Contracting and ongoing coordination and management of sub consultants
- Facilitation of all team and City project update meetings
- Management of adherence to schedule, budget, and milestone deliverables

Task 2 – Data Collection and Interviews

To start the project, the team will work with the City Manager to identify key City representatives to interview. This will provide us with an understanding of the City's needs. Additionally, we will develop a comprehensive data request identifying the various data sources and information needed to support the planning process.

2.1. Initial Interviews & Planning Session

To ensure the team has a complete and accurate understanding of the City's current state and needs, a series of interviews will be scheduled with individuals, groups, departments or committees as directed by the City Manager. Care will be taken to ensure these interviews are efficient and include all topics in one meeting whenever possible.

2.2. Data Request

The team will develop and review the complete data request during the project kick-off meeting. This meeting will be used to identify key sources of data and possible alternatives or assumptions to use if the requested data is not available. This will include a discussion on confirming the GHG inventory boundary and scope, assumptions, and exclusions (if any) based on data availability (see the proposed list of emission sources outlined in Task 5 below).

2.3. Data Collection and Analysis

As data is received, the team will conduct a thorough review of all energy and sustainability performance data, codes, standards, programs, policies, and plans to develop an inventory of prior and current sustainability and energy efforts. This review will identify existing best practices and gaps to be addressed in the planning process. The team will conduct:

- Current state assessment - ongoing sustainability policies, projects, programs, and planning documents (i.e., Municipal code, City of Ellensburg Comprehensive Plan Chapter 7 etc.)
- Review of the relevant and applicable Local, State and Federal regulatory requirements

Deliverable: Comprehensive current state assessment and assumptions.

Task 3 – Public Participation Program

The Ellensburg Sustainability and Energy Plan should be informed by community input, and CETA compliance requires a public process to identify and assess the impacts of utility actions on vulnerable populations and highly impacted communities. The public participation scope of work includes tasks to survey the community in a manner required by CETA law and specifically consistent with the requirements in WAC 194-40-220. It will consider any barriers to public participation due to language, cultural, economic, technological, or other factors consistent with community needs.

3.1 Defining “Vulnerable Populations”

With the city utility, we will prepare a preliminary definition of “vulnerable populations” within the City of Ellensburg and identify community organizations that serve those populations. We will then work with those organizations to confirm or modify the definition.

3.2 Assessing Impacts to “Vulnerable Populations”

Once the baseline municipal and community GHG inventory is complete, and preliminary opportunities for cost-effective emission reduction actions are identified, we will work with the city to determine the possible impacts to the vulnerable populations identified in task 3.1, and implement a public process to:

- discuss the utility actions to be taken, and
- discuss the possible risks that vulnerable populations and highly impacted communities may face as a result of those actions, and
- solicit public input on how to mitigate those risks, and
- solicit public input on the indicators that are appropriate to the risks faced by vulnerable populations

The public input process will primarily be executed in task 3.3, but additional input may also be incorporated into task 3.4.

3.3 Community Organization and Leader Interviews

This task seeks to obtain critical feedback from both the community organizations identified in task 3.1 above, as well as other community representatives who have an interest in, and could be impacted by, the actions resulting from this plan.

- Using a list of specific organizations or individuals identified by the City of Ellensburg, we will schedule and complete one-on-one telephone interviews. Understanding that some groups or individuals may require multiple discussions, this scope includes up to 26 total interviews. This process allows any 'quieter' leaders to feel that they were given a chance to contribute. Questions and areas to probe with this leadership group will be identified in collaboration with the City and other team members and may take place at multiple times throughout the project. We anticipate representatives from Central Washington University would be one group included in this process.

3.4 Utility Customer Input

- **On-line Chat Survey:** This is an innovative, qualitative one-on-one online chat survey. The benefit of this survey is that we can capture many responses within a short period of time. The

survey questions will be developed with City and team input and will be timed once preliminary actions have been identified in tasks 4 and 5. A link will be sent out by the city utility to all utility customers and posted on their website. Respondents will simply click the link to go to the survey. This chat survey allows every utility customer an opportunity to voice their opinions and may include the vulnerable populations identified in task 3.2. We will administer the survey and tabulate the results in a summary report. The city will publicize the survey to gain maximum response and participation in the survey.

The results of task #3 will be incorporated into the updated CEIP document, considered when prioritizing actions to achieve sustainability goals, and considered in future public information campaigns undertaken by the City.

Deliverables: *Tabulated survey responses, summary reports and survey findings report*

Task 4 – WA State Legislative Compliance

The team will conduct the analyses necessary to complete a revised Clean Energy Implementation Plan (CEIP).

4.1 Clean Energy Transformation Act (CETA) Clean Energy Compliance Analysis

The team will conduct an analysis of City loads and resources and determine a potential path for compliance with CETA's clean energy requirements.

Deliverable: *CETA Clean Energy Compliance Analysis*

4.2. Conservation Potential Assessment (CPA)

The team will provide an updated Conservation Potential Assessment (CPA) for Ellensburg that meets the requirements of Washington's Clean Energy Transformation Act (CETA). Based on discussions with City staff, we will use the Utility Potential Calculator (UPC), developed by Lighthouse Energy Consulting and other consultants under contract to the Bonneville Power Administration (BPA). The UPC uses a streamlined set of inputs and relies upon the cost-effectiveness determinations and measure acquisition rates of the 2021 Power Plan to estimate the future conservation available in a utility service territory. This approach will facilitate a cost-effective and CETA-compliant outcome to setting conservation targets in the Clean Energy Implementation Plan.

Deliverables: *Completed UPC Tool with underlying measure detail; summary memo outlining high-level results, and energy efficiency targets for CETA 2022-2025 Interim Compliance Period.*

4.3. Demand Response Potential Assessment (DRPA)

We will provide a Demand Response Potential Assessment (DRPA). The assessment will use the DRPA tool developed by Lighthouse Energy Consulting, which is based on the demand response products, assumptions, and methodology used in the Northwest Power and Conservation Council's 2021 Power Plan. The tool will be updated with Ellensburg specific customer and load data. Lighthouse will provide a memo that summarizes the results of the DRPA, discuss the results with City staff, and determine how the results should be incorporated into the updated CEIP.

4.4. Climate Commitment Act (CCA) Compliance Analysis

As part of the Climate Commitment Act, the City will need to reduce emissions or seek additional allowances as the emissions cap decreases over time. This task will analyze the City's obligations under the CCA requirements and will evaluate how the GHG mitigation strategies identified in Task 5 will ensure compliance.

4.5. Washington Clean Buildings Performance Standard (CBPS)

The team will include in the plan a recommended path to compliance for any municipal owned building having an Energy Usage Intensity (EUI) higher or close to the state set limit for the building type and use. Steps include:

- Completing a Utility Data Analysis (UDA) comparing the (EUI) for all municipal owned buildings to the state targets
- Walking the buildings and proposing a list of potential improvement measures to reduce energy usage and bring the buildings into compliance.
- Recommending continuous performance measurement and verification.
- Quantifying the impact municipal and potential community actions to reduce building EUI may have on the utility gas and electric demand. The City may see additional impacts to its system based on fuel switching, resulting in additional electric loads. This task will seek to quantify those impacts to understand the ultimate impact of the CBPS on the City's loads.

4.6. Resilience and Resource Adequacy

We will examine the impacts to the City's loads and peak demands based on the identified compliance actions, including any potential shifting of end uses from natural gas to electricity.

The results of Task 4 will be incorporated as measures and supplemental information in the Sustainability and Energy Plan in Tasks 5 and 6.

Deliverables: CETA compliance analysis with refreshed CEIP, CPA, updated DRPA, CCA and CBPS compliance evaluations and projections of future loads and peak demands from additional loads.

Task 5 – Sustainability and Energy Baseline and Goal Setting

Concurrently with Task 4, the team will complete the following tasks focused on baselining the City's greenhouse gas emissions (GHG) and developing sustainability goals and strategies for inclusion in the City's Sustainability and Energy Plan. This task includes the following phases of work, which will be completed in tandem with all tasks outlined in Task 4.

5.1. Baseline Municipal + Community GHG Inventory

The team will develop a baseline GHG inventory including all selected Scope 1 and 2 emissions sources for Municipal and Community activities for the baseline year of 2019. Scope 3 emission sources will be excluded. Specific sub-tasks to support the GHG inventory will include:

- Compile all data and calculate a baseline GHG emissions inventory by source and scope using the EPA Community and Municipal GHG inventory calculator tools. Using this public access tool will enable the City to independently update its GHG inventory in the future if desired.
- Develop a business-as-usual scenario through the selected horizon year to be used as the basis for an emission reduction scenario utilizing identified GHG mitigation strategies.

The level of effort scoped for this task assumes that the following data sets are readily available, aggregated, and can be provided in Excel format for the 2019 calendar year. The following data sets will be required to complete the baseline GHG inventory:

- Utility provided electricity for both municipal operations and the community. This should include electricity consumption for:
 - Residential, non-residential, commercial, and industrial buildings
 - Street lighting and traffic control
 - Electricity for pumping, agriculture, sanitation, and any other municipal/community processes
 - Any other sources/uses of electricity for city operations or community activities
- Natural gas consumption data for both municipal operations and the community, including residential, non-residential, commercial, and industrial buildings.
- Municipal Transportation/Fleet Fuel Consumption and Mileage Data
 - Fuel consumption, mileage, and vehicle inventories for on-road fleet vehicles: light-duty and heavy-duty vehicles for waste hauling, fire department, police, city staff, etc.
 - Fuel consumption and equipment details for off-road vehicles/equipment: generators, maintenance equipment, etc.
 - Fuel consumption, mileage, and vehicle inventories for Central Transit revenue and non-revenue fleets
 - City employee commuting data
- Community Transportation Data
 - Total vehicle miles traveled on-road by passenger vehicles
 - Total vehicle miles traveled on-road by freight and service vehicles
 - Total vehicle miles traveled by off-road vehicles and mobile equipment (large stationary sources)
- Wastewater and Stormwater
 - Operational data on City wastewater treatment plant including treatment processes, volume, etc.
- City Data
 - Population projections
 - Vehicle miles traveled projections
- **The following emission sources will be excluded:**
 - Agricultural livestock operations within the City boundaries
 - Fugitive emissions from leaked refrigerants, industrial processes, etc.
 - Bowers Field Airport (located outside city boundaries)
 - Kittitas County Ryegrass Landfill (County jurisdiction)

Deliverables: City of Ellensburg GHG Emission Workbooks and Baseline GHG Inventory

5.2. Sustainability Goals and Strategies

The team will identify and develop high level strategies that will enable the city to meet its goals and compliance targets. Every measure proposed by the plan will be evaluated through the lens of diversity, equity, and inclusion to ensure the needs of the entire community are taken into consideration, while balancing the city's goals and compliance obligations. The specific sub-tasks will include:

- Develop emission reduction and sustainability targets and supporting measures in alignment with State of WA requirements. Goals, targets, and strategies will be developed for the following plan categories:
 - Energy
 - Green Buildings
 - Transportation
 - Water
 - Land Use

**Note: Solid waste disposal would be considered Scope 3 and excluded. However, the municipal collection and transportation of solid waste will be discussed within the plan as a component of the energy/transportation sections.*

5.3. Strategy Prioritization

After preliminary goals and strategies are developed for each category, the team will conduct the following tasks to collect stakeholder input and prioritize strategies for inclusion in the plan:

- Conduct one review meeting per plan category with key staff and stakeholders to develop, vet, and prioritize strategies for inclusion in the plan. Departments/key staff may include City Planning, Public Works, Fleet Management, Facilities Maintenance, Central Transit, etc. Relevant committees such as the Utility Advisory Committee, Environmental Commission, and City Council may also be included as deemed appropriate.

**Note: It is assumed that the City will identify the stakeholders to be included in each meeting and will take the lead on coordinating the meeting date.*

- Develop a high-level emission reduction scenario based on the identified mitigation measures.

Deliverable: Sustainability Goals, Targets, and Mitigation Strategies

Task 6 – Sustainability and Energy Plan Development

Following the completion of tasks 1-5, the team will produce a draft Sustainability and Energy Plan for the City of Ellensburg, summarizing current and prior sustainability and energy initiatives, the City's baseline GHG emissions, GHG reduction targets, and recommended strategies. Specific utility reports required for compliance will be included as appendices to the report. The specific sub-tasks will include:

6.1. Draft the Sustainability and Energy Plan

The Sustainability and Energy Plan will contain all content as outlined in the prior tasks above and will be designed to be graphic and visually pleasing. The team will provide all wrap-around narrative content, data, and graphics.

The team will facilitate one round of review to obtain comments and revisions from selected City stakeholders. All feedback will be compiled and incorporated into the final Sustainability and Energy Plan.

Deliverable: Draft and Final Sustainability and Energy Plan

6.2. Presentation of the Final Plan

Upon completion of the plan, the team will accompany the City Manager to the report presentation meeting to answer questions and support communicating the results of the final plan.

Exhibit B – Schedule for the Work

	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Kick-off meetings, initial interviews and planning sessions											
Data collection and analysis											
Current state assessment and assumptions											
Preliminary CETA and CBPA assessment											
Public outreach content and chat survey set-up											
GHG emissions workbooks and baseline inventory											
Completion of public outreach, tabulating and reporting											
CCA Analysis and Utility Resiliency											
Completion of sustainability goals, targets and mitigation strategies											
Draft report written and delivered											
Final report written, delivered and presented											

Exhibit C – Budget for Each Task and Milestone

TASK	Description	Cost
1	Project Management	\$21,241
2	Data Collection, Interviews and Analysis	\$36,571
3	Public Participation and Information Campaign	\$24,558
4	Washington State Legislative Compliance	\$59,567
5	Sustainability and Energy Baseline and Goal Setting	\$35,182
6	Sustainability and Energy Plan Development	\$22,881

Total: \$200,000

Milestone	Completed	% of Work	Value
Kick-off Meetings, initial interviews and planning sessions	Early Nov		-
Data Collection and analysis	December	8%	\$16,000
Current state assessment and assumptions	January	8%	\$16,000
Preliminary CETA and CBPA assessment	February	17%	\$34,000
Public outreach content and chat survey set-up	March	8%	\$16,000
GHG emissions workbooks and baseline inventory	March	8%	\$16,000
CCA Analysis and Utility Resiliency, Late April	April	14%	\$28,000
Final public outreach, tabulating and reporting	May	9%	\$18,000
Sustainability goals, targets and mitigation strategies	May	13%	\$26,000
Draft report delivered	July	5%	\$10,000
Final report written, delivered and presented	September	10%	\$20,000

Exhibit D – Subconsultants Agreed To

1. Cumming Group
523 West 6th Street, Suite 1001
Los Angeles, CA 90014
2. Lighthouse Energy Consulting
612 SE 48th Ave
Portland, OR 97215
3. Critical Data, Inc.
620 S Washington St.
Spokane, WA 99204