



JOINT INFORMATION MEETING AGENDA DOCUMENTATION

PREPARATION DATE: December 28, 2010
MEETING DATE: January 4, 2011

SUBMITTING DEPARTMENT: Town & County Planning
DEPARTMENT DIRECTORS: Tyler Sinclair & Jeff Daugherty
PRESENTERS: Tyler Sinclair & Jeff Daugherty

SUBJECT: Comprehensive Plan Review – Facilitator Scope and Fee for Professional Services

STATEMENT/PURPOSE

The purpose of this item is to consider entering into a contract with AECOM to provide facilitation services for the elected officials' review of the Comprehensive Plan.

BACKGROUND/ALTERNATIVES

At the September 13, 2010, JIM, a committee was established to explore available facilitation options for the elected official review of the draft Comprehensive Plan and recommend a preferred option(s) to the entire JIM. The committee is made up of Melissa Turley, Mark Obringer, Hank Phibbs, Andy Schwartz and the Town and County Planning staff. The committee met four (4) times to explore available options and draft a Request for Qualifications (RFQ). On November 1, 2010, in separate actions, both elected bodies approved the release of the RFQ for the following services:

- **Service 1: Facilitation** – Facilitate the elected officials' review of the 2010 draft of the Joint Comprehensive Plan.
- **Service 2: Communications** – Provide communication services to assist with the dissemination of relevant Comprehensive Plan information to the public.
- **Service 3: Writing/Editing** – Provide professional writing/editing services to assist staff in the production of the final draft of the Comprehensive Plan.

The release of the RFQ in no way bound the Town and County to contract with any individual/firm to proceed with any of the three (3) identified services. The committee (and ultimately the JIM) had the option of proceeding with all three identified services, a portion, or none of the services depending on the review of a candidate's qualifications, experience, and ability to negotiate a scope of services in accordance with the JIM's expectations

The initial goal of releasing the RFQ was to allow the committee to review potential candidate's qualifications and experience against the three (3) services sought and to make a recommendation to the JIM

on how to proceed. There were 12 responses to the RFQ, with some responding to all three services and some only to a specific service. Upon review of all responses on November 18, 2010, the committee recommended focusing on the facilitation service only, and reviewed the facilitation responses generally against the following criteria:

- Prior facilitation experience
- Prior planning experience
- Experience in a similar situation
- Qualifications of specific individuals
- Demonstrated ability to bring the project to a desirable conclusion

Based upon this review, the committee reduced the potential firms for recommendation to four (4). The committee provided each of the four (4) firms with five (5) supplementary questions. The firms' responses were received by November 24, 2010, and have been posted on the Comprehensive Plan website for review.

At the December 6, 2010, JIM, staff gave an overview of the work done to date and the committee's next steps – specifically the completion of interviews with the four (4) firms – and asked for any feedback from the joint bodies.

The committee completed in person interviews with all four (4) firms on December 7, 2010. The committee asked each firm to provide an overview of their qualifications and review their response to the five (5) supplementary questions. The committee also asked each firm to comment on the following topics:

- Feasibility of completing the review in 6 months
- Methods for moving forward when conflicts or potential impasses arise
- Impressions of the work done to date
- Why facilitating this process is appealing

Based upon the committee's review of each firm's qualifications and responses to the supplementary questions and interview, the committee is recommending AECOM and project manager Bruce Meighen for consideration. The committee found all four (4) firms were very qualified and capable with similar cost estimates for providing the required services. However, the committee believes that Mr. Meighen's high adoption rate of similar projects through similar processes in similar communities on similar schedules best qualify him for the task. Mr. Meighen's position as lead facilitator and project lead, his ability to communicate well in the interview, and the outline of a possible process he provided, weighed in the committee's recommendation.

Staff has worked with Mr. Meighen to develop a draft Contract, Scope of Work, and Reimbursement Schedule in order to complete the elected official review of the Comprehensive Plan (see attached). A specific schedule of dates and times will be completed at a later date as part of the scope of work. In summary, the elected official review schedule would include ten (10) Joint Information Meetings over a six (6) month period. It is anticipated that meetings would be held on a bi-weekly basis. A "meeting" might constitute a half day session or multiple sessions over a series of days when the consultant is in town, depending on the specific task to be completed. Below staff has outlined specific tasks to be completed in Step 1 Start – Up and summarized the general outcomes of Steps 2-5. Specific comments or changes to Step 1 should be provided at this meeting in order for staff and the consultant to incorporate them into the proposed scope of work. Steps 2-5 will be refined as deemed necessary by the elected officials during Step 1 of the process.

Step 1 Start - Up (\$20,081)

- Task 1-1 Project Start-Up
 - The Consultant and Town of Jackson/ Teton County Staff will hold a kick-off meeting to review the project approach and schedule and refine where necessary.
 - Understanding specific groups concerns is of utmost importance to the Consultant; the Consultant and Town of Jackson/Teton County Staff will begin to identify those people to be included in individual meetings throughout the facilitation process.
 - The Consultant will provide information for staff to include on the Comprehensive Plan website (www.jacksontetonplan.com) to inform residents of the ongoing facilitation process.
- Task 1-2 Context
 - Consultant will work with Town/County Staff to compile, organize and review all public, Technical Advisory Group (TAG), Stakeholder Advisory Group (STAG), Planning Commission (PC) and elected officials' comments to date, and associated planning documents.
 - Consultant will modify their in-house comment database and supply this to the County and the Town for ongoing use and public comment entry. From this a summary comment to date will be created.
 - Consultant will work with Town/ County Staff to create a preliminary list of decision topics, & common values
- Task 1-3 Elected Officials Stakeholder Interviews
 - To obtain elected officials' ownership in the Comprehensive Plan, a series of one-on-one meetings will be conducted between the elected officials and the consultant to document their goals and strategies for the Plan, and provide initial guidance on the final process for the Plan's adoption. A summary of these interviews will be provided to the public.
- Task 1-4 Key Stakeholders' Interviews
 - Meetings will be held with stakeholders that request a personal interview, groups identified by Town/County Staff or those identified by elected officials based upon consultant time and budget. A summary of these interviews will be provided to the public.
- Task 1-5 Joint Information Meeting (JIM) #1 - Adoption Process Review
 - The Consultant, with Town/County Staff's assistance, will summarize the recommended process for adoption, highlighting key milestones and rules for discussion. At this time, the process is anticipated to follow this statement of work, but further discussion will be needed with elected officials on both the amount and timing of public input and the treatment of the Future Land Use Plan (FLUP). The Consultant anticipates the process to be refined at this first meeting based on input by the elected officials and the public. Resulting direction from this meeting will be used to modify this current statement of work to refine Steps 2-5. It is currently recommended that public input be obtained at this JIM.
- Task 1-6 Process Refinement
 - The Consultant will provide a refined scope of work, specifically including the timing of public input, based on the direction provided at the first JIM. Any necessary contract amendments as a result of the refined scope of work will be addressed at this time.

Step 2 Education & Background (\$9,746)

- With the history of this ongoing process, it will be important to provide adequate education, discussion and background to ensure the integrity of the Plan and provide both community and elected officials

with succinct information to make informed decisions. The Consultant has allocated a fixed amount of time to work with Town/County Staff to prepare necessary graphic exhibits to facilitate this task. Town/County Staff will provide base content for each exhibit. Materials will be produced to document the following:

- Comprehensive Plan Process to Date
- Identified Discussion Topics
- Identified Common Values
- With background materials completed, the Consultant will present the process-to-date to elected officials, and review the Discussion Topics and Common Values identified over the past three years.

Step 3 Reaffirmation of Value Statements (\$9,746)

- With the first two steps completed, it is anticipated that a series of very general Common Value Statements will be agreed upon as those that are most important to elected officials, key groups and the overall community as a basis for future topic discussions.
- A list of not more than twenty (20) topics for further discussion in Step 4 will be agreed upon.

Step 4 Topic Discussions (\$26,759)

- Over the course of up to five (5) meetings, the elected officials will discuss the list of up to twenty (20) topics identified in Step 3. The consultant anticipated discussing four (4) topics per meeting through a series of structured questions and responses. A discussion of each topic would begin with a quick educational session, followed by the reason behind the flagging of this topic.
- Following each meeting, the Consultant, with the help of Town/County Staff, will summarize the discussion of each topic to illustrate how the current draft plan will be revised.

Step 5 Draft & Final Document (\$11,629)

- Based on the work completed through Step 4, Town/County Staff will revise the Draft Plan.
- The Consultant will present the Draft Plan and facilitate the discussion of the draft plan and facilitate final action.

The total, not to exceed cost to complete Steps 1-5, would be \$77,961.00. Staff finds that the proposed scope of work represents the minimum services to be provided to complete the elected official review of the plan. Staff notes that this proposed base scope of work **excludes** the following:

1. AECOM providing writing, graphics, and/or formatting assistance for the revised plan
2. AECOM providing facilitation services for discussion of the Future Land Use Maps/Districts
3. AECOM providing public meetings above and beyond the ten (10) Joint Information Meetings
4. AECOM attendance at more than the ten (10) Joint Information Meetings identified

Staff has worked with AECOM to provide a general cost estimate to provide the above listed services not included in the proposed scope of work should the elected officials decide to include any of these additional services now or later on in the review process.

The preparation of the attached Contract, Scope of Work, and Reimbursement Schedule is being provided for consideration by the JIM and in no way binds the Town and County to contract with AECOM. Should the Town and County not be able to agree upon a contract for services with AECOM, direction may be given by the elected bodies to begin negotiations with one of the other firms or other alternative steps.

FISCAL IMPACT

Funding of any expenses to retain a facilitator is recommended to be split 50-50 between the Town and County. Currently, the Town and County Planning Department budgets do not include this expense, and would thus require a budget amendment to provide additional funding. As stated above, the base scope of work being presented for consideration is \$77,961 anticipated to be split 50-50 between the Town and County equaling \$38,980.50 for each entity. Should the elected officials choose at any time to change an agreed upon scope of work or add additional services, including but not limited to those described above, the proposed Scope of Work, Reimbursement Schedule, and Contract would need to be amended.

STAFF IMPACT

Staff impact related to this item is ongoing with considerable amounts of time being spent by Town and County staff related to the Comprehensive Plan update.

RECOMMENDATION

Staff is recommending that the Town and County enter into an agreement for facilitation services to complete the elected officials' review of the Comprehensive Plan.

ATTACHMENTS *(Please let staff know if you would like a paper copy of any of the attachments not provided)*

Scope and Fee for Professional Services – Facilitation of the Review of the Jackson/Teton Comprehensive Plan
Draft Contract – Agreement for Facilitation Services
Request for Qualifications (RFQ) (available at www.jacksontetonplan.com)
Responses to the RFQ (available at www.jacksontetonplan.com)
Responses to Supplementary Questions (available at www.jacksontetonplan.com)
AECOM Additional Interview Materials (available at www.jacksontetonplan.com)

LEGAL REVIEW

Town and County attorneys have not completed their review of the proposed contract at this time. Should the elected officials decide to enter into a contract with AECOM, the motions provided below would require the review and approval by Town and County Attorneys prior to execution.

SUGGESTED MOTIONS

Teton County Board of County Commissioners

Motion #1

I move to authorize the Chairman to execute a contract to retain AECOM to complete the proposed scope of work (as may be amended by the Commission) in an amount not to exceed \$77,961 with the County responsible for half, subject to the review and approval of the County Attorney.

Motion #2

I move to continue Item AMD 2009-0017 to the Joint Information Meeting on February 7, 2011, at 3:00 p.m. at the Town of Jackson Town Council Chambers.

Town Council

Motion #1

I move to authorize the Mayor to execute a contract to retain AECOM to complete the proposed scope of work (as may be amended by Council) in an amount not to exceed \$77,961 with the Town responsible for half, subject to the review and approval of the Town Attorney.

Motion #2

I move to continue Item P09-030 to the Joint Information Meeting on February 7, 2011, at 3:00 p.m. at the Town of Jackson Town Council Chambers.

SCOPE FOR PROFESSIONAL SERVICES

FACILITATION OF THE REVIEW OF THE JACKSON/ TETON COMPREHENSIVE PLAN

A. PROJECT SCHEDULE

The project shall be completed within 180 calendar days (6 months) of the date of the written Notice-to-Proceed from Town of Jackson/ Teton County.

B. WORK TASKS

- *The Consultant* - AECOM will provide solely facilitation services. Bruce Meighen will serve as the project manager and lead facilitator, managing meetings, interviews and/or workshops with City/ County staff, stakeholders, public and elected officials. Megan Moore will serve as facilitation support, attending meetings, strategizing ways to represent information to the public in a compelling and results-oriented way, compiling and documenting meeting notes, key issues and discussion items and outcomes. Additional support staff may also be utilized.
- *Coordination Meetings* - The Consultant will participate in scheduled meetings with Town/ County Staff to discuss project progress and status, detailed work programs for each work task, and upcoming meetings and other-related activities. When appropriate, representatives from other affected agencies and interest groups may participate in these meetings, which may be combined to reflect completion of tasks on parallel time schedules. The Consultant will prepare and distribute meeting agendas and materials before, and meeting minutes following each meeting. The meetings, including the Kick-off Meeting, will be via conference call on a bi-weekly coordination with additional meetings held in person if necessary in conjunction with the Joint Information Meetings (JIM).
- *Joint Information Meetings*. The following scope of work assumes ten (10) meetings with elected officials, at approximately bi-weekly intervals for the length of the process. Joint Information Meetings may be held on one day, or over back-to-back days during the same trip. Each Joint Information Meeting will be documented and a summary completed. At this time, no public meetings have been included outside the Joint Information Meetings.

STEP 1. START- UP

Task 1-1. Project Start-Up

- Kickoff Meeting* - The Consultant and Town of Jackson/ Teton County Staff will hold a kick-off meeting to review the project approach and schedule and refine where necessary.
- Identify Stakeholders/ Key Groups* – Understanding specific groups concerns is of utmost importance to the Consultant; the Consultant and Town of Jackson/ Teton County Staff will identify those people to be included in individual meetings throughout the facilitation process.
- Initial Notification/ Website Update* - The Consultant will provide information for staff to include on the Comprehensive Plan website (www.jacksontetonplan.com) to inform residents of the ongoing facilitation

process.

Consultant Deliverables:

- Kickoff Meeting #1 Agenda, Participation, Materials and Summary
- Anticipated Schedule and Agendas for: Coordination Meetings, Elected Officials Review Meetings, and Stakeholder Interviews

Town/ County Deliverables:

- Kickoff Meeting #1 Logistics and Notification
- Stakeholder List, Notification and Contact Info
- Website Update

Time Frame: 2 weeks

Task 1-2. Context

Acknowledging the breadth of outreach completed to date, the Consultant will work with Town/ County Staff to compile, organize and review all public, Technical Advisory Group (TAG), Stakeholder Advisory Group (STAG), Planning Commission (PC) and elected officials' comments to date, including the community survey, comments from past public meetings, TAG meetings, STAG meetings, PC meetings, emails, letters, public hearings, submitted website comments and associated planning documents. Staff will compile a list of relevant documents for the Consultant to review and consider throughout the upcoming process.

The Consultant will modify their in-house comment database for this project, and supply this to the County and the Town for ongoing use and comment entry. Final modifications to database will be completed by Town/ County staff. Comments recorded in a formalized setting (e.g. previous Planning Commission hearings) will be entered into this database enabling categorization by topic, date submitted, location and author, allowing a consolidated and comprehensive list of comments made throughout the process. Town/ County Staff will enter the comments, and create a summary. The Consultant will provide oversight of the process and the summary structure. The Consultant will review and compare these comments with the current Draft Plan. Preliminary lists of topics for discussion and common values will be documented as a starting point to the facilitation process.

Consultant Deliverables:

- Comment Database and Oversight
- Preliminary List of Common Values
- Preliminary List of Topics for Discussion

Town/ County Deliverables:

- List of Relevant Documents for Review
- Compiled Comments to Date in Database
- Initial and Final Comment to Date Summary

Time Frame: 2 weeks

Task 1-3. Elected Officials Stakeholder Interviews

To obtain elected officials' ownership in the Comprehensive Plan, a series of one-on-one meetings will be conducted with them to document their goals and strategies for the Plan, and provide initial guidance on the final process for the Plan's adoption. Elected officials will also be asked to identify key stakeholders to be interviewed in Task 1-4. With the help of Town/ County Staff, a list of possible questions will be produced in order to guide these conversations, focusing on the topics and values identified in Task 1-2. Individual meetings will be held over a two-day span. The conversations' outcomes, goals and identified topics and values will be summarized and made available for public review through the website.

Consultant Deliverables:

- Suggested Questionnaire
- Elected Officials' Interview Agendas, Materials, Attendance and Summary

Town/ County Deliverables:

- Questionnaire Review & Refinement
- Elected Officials' Interviews Logistics and Notification

Time Frame: 2 days

Task 1-4. Key Stakeholders' Interviews

Meetings will be held with stakeholders that request a personal interview, groups identified by Town/ County Staff or those identified in Task 1-3. If requested, the Consultant has allocated to time to conduct key interviews at the participants' location in order to provide additional context. These meetings will be focused around identifying goals and strategies for the Plan, opportunities for the Plan, and fleshing out any roadblocks within the Plan that would hinder these opportunities. The meetings/ site visits/ phone interviews with resulting outcomes, goals and identified topics and values will be documented and summarized. In-person interviews will be held over a two-day period, with phone interviews continuing throughout the process.

Consultant Deliverables:

- Suggested Questionnaire
- Key Stakeholder Meeting Agendas, Materials, Attendance and Summaries

Town/ County Deliverables:

- Questionnaire Review & Refinement
- Key Stakeholder Meeting Logistics and Notification

Time Frame: 2-3 days

Task 1-5. Joint Information Meeting (JIM) #1 - Adoption Process

The Consultant, with Town/ County Staff's assistance will summarize the recommended process for adoption, highlighting key milestones and rules for discussion. At this time, the process is anticipated to follow this

statement of work, but further discussion will be needed with elected officials on both the amount and timing of public input and the treatment of the Future Land Use Plan (FLUP). The Consultant anticipates the process to be refined based on input by the elected officials and previous tasks. Resulting direction from the JIM #1 will be used to modify this current statement of work to refine Steps 2-5. It is currently recommended that public input be obtained at this JIM.

Consultant Deliverables:

- Coordination Meeting #2 Agenda, Participation, Materials and Summary
- JIM #1 Agenda, Materials, Attendance, Presentation and Summary
- Scope and Process Refinements

Town/ County Deliverables:

- Coordination Meeting #2 Logistics and Notification
- JIM #1 Logistics, Notification, Meeting Recording and/or Minutes

Time Frame: 1/2 day

Task 1-6. Process Refinement

The Consultant will provide a final scope, including public input timing, based on any needed refinements identified through Step 1 of the adoption process.

Consultant Deliverables:

- Scope and Process Refinements

Time Frame: 1 day

STEP 2. EDUCATION & BACKGROUND

Task 2-1. Representation of Process History

With the history of this ongoing process, it will be important to provide adequate education, discussion and background to ensure the integrity of the Plan and provide both community and elected officials with succinct information to make informed decisions. The Consultant has allocated a fixed amount of time to work with Town/ County Staff to prepare necessary graphic exhibits to facilitate this task. Town/ County Staff will provide base content for each exhibit. Anticipated materials will be produced to document the following:

- Comprehensive Plan Process to Date
- Identified Discussion Topics
- Identified Common Values

Consultant Deliverables:

- Coordination Meeting #3 Agenda, Materials, Participation and Summary
- Education & Background Summary & Graphics

Town/ County Deliverables:

- Background Information and Content for Consultant
- Coordination Meeting #3 Logistics and Notification

Time Frame: 2 weeks

Task 2-2. JIM #2 – Process to Date & Identified Discussion Topics & Common Values

With background materials completed, the Consultant will present the process-to-date to elected officials, and review the Discussion Topics and Common Values identified over the past three years.

Consultant Deliverables:

- Process To-Date and Identified Discussion Topics and Common Values Presentation
- Coordination Meeting #4 Agenda, Materials, Participation and Summary
- JIM #2 Agenda, Materials, Attendance, Presentation and Summaries

Town/ County Deliverables:

- Coordination Meeting #4 Logistics and Notification
- JIM #2 Logistics, Notification, Meeting Recording and/or Minutes

Time Frame: 1 - 2 days

STEP 3. AFFIRMATION OF COMMON VALUES STATEMENTS & DISCUSSION TOPICS

Task 3-1. Common Value Statements Document

With the first two steps completed, it is anticipated that a series of very general Common Value Statements will be agreed upon as those that are most important to elected officials, key groups and the overall community.

Ultimately the principles and policies within the Comprehensive Plan will support each of these values. This task is the chance to document these Common Values with emphasis given to the importance of each and illustrating the concept behind each. The concepts illustrated will not be location specific, but simply illustrate each value.

Consultant Deliverables:

- Coordination Meeting #5 Agenda, Participation, Materials
- Common Value Statements and Graphics

Town/ County Deliverables:

- Coordination Meeting #5 Logistics and Notification

Time Frame: 2 weeks

Task 3-2. JIM #3 – Acceptance of Common Value Statements & Discussion Topics

Any additions, revisions or refinement will be made to the Common Value Statements, and a document will be prepared for presentation to the elected officials, with the intent that these would be approved by straw poll, thereby supporting the core concepts of the Comprehensive Plan. From these Common Value Statements, a Dynamic Plan Outline will be prepared to guide the organization and refinement of the Draft Plan and allow for continual documentation of how individual discussion topics relate to the Plan as a whole. After the acceptance of the Common Value Statements that form the core of the document, the list of Identified Discussion Topics presented in JIM #2 will be refined to form the work plan and discussion items for the upcoming months. The Consultant anticipates refining the list to no more than twenty (20) topics. It is currently recommended that public input be obtained at this JIM.

Consultant Deliverables:

- JIM #3 Agenda, Materials, Attendance, Presentation and Summary
- Dynamic Plan Outline
- Final List of Discussion Topics

Town/ County Deliverables:

- JIM #3 Logistics, Notification, Meeting Recording and/or Minutes

Time Frame: 1 Day**STEP 4. TOPIC DISCUSSION****Task 4-1. JIM #4 through #8 - Topic Discussion**

The Consultant anticipates discussing four (4) topics from the Final List of Discussion Topics per meeting through a series of structured questions and responses. A discussion of each topic would begin with a quick educational session, followed by the reason behind the flagging of this topic. Following the meeting, the Consultant, with the help of Town/ County Staff, will summarize the discussion of each topic and update the Dynamic Plan Outline to reflect outcomes of the discussion. The discussion summaries and updated Dynamic Plan Outline will be provided at the subsequent meeting for review and affirmation.

Consultant Deliverables:

- Coordination Meeting #6 through #11 Agenda, Participation, Materials
- JIM #4 through #8 Agenda, Materials, Attendance, Facilitation and Summaries

Town/ County Deliverables:

- Coordination Meeting #6 through #11 Logistics and Notification
- JIM #4 through #8 Logistics, Notification, Meeting Recording and/or Minutes

Time Frame: 10 weeks**STEP 5. DRAFT & FINAL DOCUMENT****Task 5-1. Base Document Rewrite Assistance**

Based on the Dynamic Plan Outline created through Step 4 and referencing the summaries of the more specific topic discussions in Step 4, Town/ County Staff will revise the Draft Plan. The Consultant will review Town/ County Staff revisions to ensure it reflects the conclusions of the facilitated adoption process.

Consultant Deliverables:

- Review of the Town/ County Staff Draft Plan
- Coordination Meeting #12 Agenda, Participation and Materials

Town/ County Deliverables:

- Draft Plan Format, Writing, Graphics and Revision
- Coordination Meeting #12 Logistics and Notification

Time Frame: 2 weeks

Task 5-2. JIM #9 – Draft Plan Presentation and Review

The Consultant will present the Draft Plan and facilitate the discussion of the draft plan and ask for final comments. It is currently recommended that public input be obtained at this JIM.

Consultant Deliverables:

- JIM #9 Agenda, Materials, Attendance, Presentation and Summary

Town/ County Deliverables:

- JIM #9 Logistics, Notification, Meeting Recording and/or Minutes

Time Frame: 1 Day

Task 5-3. JIM #10 – Final Plan

Comments concerning the Final Plan will be recorded and provided as part of the meeting packet provided to the Jackson Town Council and Teton County Board of County Commissioners. The Consultant will present the formatted plan, compiled by Town/ County Staff and participate in a briefing to the elected officials to review the Final Plan and the community's reaction, and outline future steps towards the Plan's implementation. It is currently recommended that public input be obtained at this JIM.

Consultant Deliverables:

- Review of the Town/ County Staff Formatted Plan, Revisions and Graphics
- JIM #10 Agenda, Materials, Attendance, Presentation and Summary

Town/ County Deliverables:

- JIM #10 Logistics, Notification, Meeting Recording and/or Minutes

Anticipated Time Frame: 1 day

C. OPTIONAL ITEMS (INCLUDED AS ADDITIONAL COSTS)

OPTIONAL ITEM 1. ENHANCED PLAN WRITING & GRAPHICS

Consistent messaging and tailored graphics can assist in the acceptance of common values and core topics, leading to a smooth and predictable adoption process. Based on the previous steps, Town/ County Staff and the Consultant will prepare these draft documents, and refine based upon the elected officials' priorities.

Consultant Deliverables:

- Draft Plan Writing
- Draft Plan Graphics

Time Frame: 4 weeks

OPTIONAL ITEM 2. PLAN RESTRUCTURE & REFORMAT

The Consultant will restructure and reformat the 2011 Draft Comprehensive Plan, incorporating narrative changes, overall formatting, and including maps and illustrative graphics based upon review and comment throughout the facilitation process.

Consultant Deliverables:

- Restructured and Reformatted Draft Plan

Time Frame: 2 weeks

Time Frame: 4 weeks

OPTIONAL ITEM 3. PUBLIC WORKSHOP

If, during the Facilitation Process, Town/ County staff, and/or elected officials determine the need for a Public Workshop, the Consultant will prepare an agenda, materials, and facilitate the public meeting. The public meeting/workshop could be used to take public comment instead of using the Joint Information Meetings. The Consultant has included an anticipated cost per public meeting as an Optional Item in the cost estimate attached.

Consultant Deliverables:

- Public Workshop Agenda, Materials and Attendance

Town/ County Deliverables:

- Public Workshop Logistics, Notification, Attendance and Summary

Time Frame: 2 weeks

FEE FOR PROFESSIONAL SERVICES

A. TABLE OF COMPENSATION

Task	Hours	Labor	Expenses	Total
<i>Step 1: Start-Up</i>				
Task 1-1. Project Start Up	15	\$ 1,562	\$ 725	\$ 2,287
Task 1-2. Context	22	\$ 1,823	\$ 725	\$ 2,548
Task 1-3. Elected Officials Stakeholder Interviews	28	\$ 3,752	\$ 725	\$ 4,477
Task 1-4. Key Stakeholders' Interviews	50	\$ 6,560	\$ 725	\$ 7,285
Task 1-5. JIM #1 Adoption Process	18.5	\$ 2,374	\$ 725	\$ 3,099
Task 1-6. Process Refinement	3	\$ 360	\$ 25	\$ 385
<i>Subtotal Phase 1</i>	136.5	\$ 16,431	\$ 3,650	\$ 20,081
<i>Step 2. Education & Background</i>				
Task 2-1. Representation of Process History	62	\$ 4,744	\$ 725	\$ 5,469
Task 2-2. JIM #2 – Process to Date & Identified Discussion Topics & Common Values	38.5	\$ 3,552	\$ 725	\$ 4,277
<i>Subtotal Phase 2</i>	100.5	\$ 8,296	\$ 1,450	\$ 9,746
<i>Step 3. Reaffirmation of Values Statements</i>				
Task 3-1. Common Values Statement Document	62	\$ 4,744	\$ 725	\$ 5,469
Task 3-2. JIM #3 – Acceptance of Common Value Statements & Discussion Topics	38.5	\$ 3,552	\$ 725	\$ 4,277
<i>Subtotal Phase 3</i>	100.5	\$ 8,296	\$ 1,450	\$ 9,746
<i>Step 4. Issue Resolution</i>				
Task 4-1. JIM #4 through #8 - Topic Discussion	192.5	\$ 17,759	\$ 9,000	\$ 26,759
<i>Subtotal Phase 4</i>	192.5	\$ 17,759	\$ 9,000	\$ 26,759
<i>Step 5. Draft and Final Plan</i>				
Task 5-1. Base Document Rewrite Assistance	5	\$ 1,116	\$ 25	\$ 1,141
Task 5-2. JIM #9 – Draft Plan Presentation and Review	38.5	\$ 3,552	\$ 1,450	\$ 5,002
Task 5-3. Final Plan	24.5	\$ 3,686	\$ 1,800	\$ 5,486
<i>Subtotal Phase 5</i>	68	\$ 8,354	\$ 3,275	\$ 11,629
Grand Total	598	\$ 59,136	\$ 18,825⁵	\$ 77,961

¹Assumes that all meetings within Step 1 would be completed within one 5-day trip

² Assumes JIM #2 and #3 held during the same trip, whether combined into one meeting or back-to-back days

³ Assumes JIM #4 and associated CM Meetings are held during the same trip

⁴ Assumes JIM #5 through #9 are held every other week, over five trips

⁵Includes all travel, accommodations, and meals associated with completing this scope of work

<i>Optional Items</i>	Hours	Labor	Expenses	Total
Opt. Item 1. Enhanced Plan Writing & Graphics	204	\$ 15,526	\$ 25	\$ 15,551
Opt. Item 2. Plan Restructure & Reformat	52	\$ 4,214	\$ 25	\$ 4,239
Opt. Item 3. Public Workshop	98	\$ 9,232	\$ 25	\$ 9,257
<i>Subtotal Optional Items</i>	354	\$ 28,972	\$ 75	\$ 29,047

CONTRACT

AGREEMENT FOR FACILITATION SERVICES

This Agreement for Services (“Agreement”) is entered into this ____ day of _____, 2011, (hereinafter referred to as the effective date of the agreement) by and between Teton County, a duly organized county of the State of Wyoming, P.O. Box 1727, Jackson, Wyoming 83001 and the City of Jackson, a Wyoming municipal corporation, P.O. Box 1687, Jackson, WY 83001 (hereinafter referred to as **County/City**) and AECOM Technical Services, Inc., 240 East Mountain Ave., Fort Collins, CO 80524 (hereinafter referred to as **Contractor**).

Witnesseth

WHEREAS, the County/City desires to hire a facilitator to assist with the Comprehensive Plan; and

WHEREAS, Contractor has substantial skill and experience in facilitation work; and

WHEREAS, the County/City desires to hire Contractor and Contractor desires to provide services to provide facilitation.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the terms and conditions set forth herein.

Article 1. Statement of Work

Contractor shall provide facilitation services to the County/City as more fully described in Exhibit A – Scope Fee For Professional Services.

Article 2. Timetable

Contractor shall complete all of the above noted steps in Article 1 within 180 calendar days (6 months) of the date of a written notice to proceed from the County/City.

Article 3. Compensation and Payment

The County/City agrees to pay Contractor, as full compensation for all services provided hereunder, not to exceed, seventy seven thousand nine hundred sixty one dollars (**\$77,961.00**). Contractor shall present an appropriate voucher to the Clerk of Teton County on the 1st day of every month with a detailed breakdown of work performed by hourly unit. The Contractor shall be paid per hour. The Contractor has requested that the County/City provide Planning Staff from the County and City respectively to assist

with certain tasks, thus reducing the overall compensation of \$77,961.00. The amounts per step are more fully described in Exhibit B – Fee For Professional Services. It is specifically understood and agreed to by the Contractor that the amounts listed for each step is a “not to exceed” amount and may be substantially less based on increased work load performed by planning staff of the county or city. Contractor shall not receive compensation in excess of seventy seven thousand nine hundred sixty one dollars (\$77,961.00) without the prior written approval of the County/City. The amount of compensation shall not vary in any way whatsoever as a result of the time of day the services are performed or the number of hours during which services are performed in any given period of time. The County/City may examine all records of Contractor during reasonable hours for a period up to and including one (1) year after termination of this contract in order to audit and verify the aforesaid charges.

Article 4. Term and Termination Without Cause

The terms of this Agreement shall commence on the effective date of this agreement and shall expire on December 31, 2011. Contractor or County/City may terminate this agreement at any time with or without cause by giving 30 days written notice to the other its intent to terminate this contract; provided, however, that all compensation earned or costs incurred prior to such termination shall be payable to Contractor. The provisions of Article 7 shall survive termination or expiration hereof.

Article 5. Place of Performance

Contractor shall be responsible for maintaining its own office facilities and will not be provided with either office facilities or secretarial support by the County/City. The Contractor shall supply at its own expense, all materials, supplies, equipment, and tools required to accomplish the work that is agreed to be performed in accordance with this agreement.

Article 6. Independent Contractor Status

It is understood and agreed the Contractor will provide the services under this Agreement on a professional basis and as an independent contractor and that during the performance of the services under this Agreement, Contractor’s employees will not be considered employees of the County/City within the meaning or the applications of any federal, state, or local laws or regulations including, but not limited to, laws or regulations covering unemployment insurance, old age benefits, worker’s compensation, industrial accident, labor, or taxes of any kind. Contractor’s employees shall not be entitled to benefits that may be afforded from time to time to County/City employees, including without limitation, vacation, holidays, sick leave, worker’s compensation and unemployment insurance. Further, the County/City shall not be responsible for any such withholding or paying of taxes or social security.

Article 7. Trademark and Trade Name

This Agreement does not give either Party any ownership rights or interest in the other Party's trade name or trademarks.

Article 8. General Provisions

A. Entire Agreement

This Agreement represents the entire and sole agreement between the Parties with respect to the subject matter hereof and supersedes any and all prior negotiations, understanding, representation, or consulting agreements whether written or oral. This Agreement cannot be modified, changed, or amended, except in writing signed by the Parties.

B. Waiver

The failure of either Party to require performance by the other of any provision hereof shall in no way affect the right to require performance at any time thereafter, nor shall the waiver of a breach of any provision hereof be taken to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself. All remedies afforded in this Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy available at law or in equity.

C. Relationship

Nothing herein contained shall be construed to imply a joint venture, partnership, or principal-agent relationship between Contractor and the County/City; and neither Party shall have the right, power, or authority to obligate or bind the other in any manner whatsoever, except as otherwise agreed in writing.

D. Assignment and Delegation

Neither Party shall assign or delegate this Agreement or any rights, duties, or obligations hereunder without the express written consent of the other. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the successors, legal representatives, and assignees of the Parties hereto.

E. Severability

If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as provided above, as the case may be.

F. Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Wyoming.

G. Paragraph Headings

The paragraph headings set forth in this Agreement are for the convenience of the Parties, and in no way define, limit, or describe the scope or intent of the Agreement and are to be given no legal effect.

H. Indemnity

Contractor agrees to indemnify and hold County/City harmless from any and all claims, damages, costs, liability or expenses (including attorney’s fees) arising out of the performance of the work.

I. Declaration by Independent Contractor

The contractor declares and states that it has complied with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this agreement.

Article 9. Notice

For purposes of this agreement, any notice shall be deemed properly sent and received when sent by certified mail with return receipt requested to the parties at the following addresses:

Teton County
P.O. Box 1727
Jackson, WY 83001

AECOM Technical Services, Inc.
240 East Mountain Ave.
Fort Collins, CO 80524

Until or unless changed by one party giving written notice of such change of address to the other party.

APPROVAL AND EXECUTION

IN WITNESS WHEREOF the parties have executed this agreement on this ____ day of _____, 2011.

TETON COUNTY, STATE OF WYOMING

Hank Phibbs, Chair

Teton County Board of Commissioners

Attest:

Sherry Daigle, Teton County Clerk

CITY OF JACKSON

Mayor Mark Barron

Attest:

Roxanne Devries-Robinson, City Clerk

AECOM

Ms. Jana McKenzie