



Terms of Agreement

Date:

This Agreement (“Agreement”) is entered into for references purposes only, this 6th day of November, 2020, by and between Teton County, Wyoming (“Client”) and Opticos Design, Inc. (“Consultant”).

Client:

Teton County, Wyoming
150 E. Pearl Avenue
Jackson, WY 83001

Consultant:

Opticos Design, Inc.
2100 Milvia Street, Suite 125
Berkeley, CA 94704

Project: Jackson, WY – Neighborhood Plan Northern South Park

Scope of Services:

Consultant agrees to provide services to Client in accordance with Exhibit A attached hereto and incorporated herein by reference. Any services not specifically identified in Exhibit A are not included in this Agreement.

TERMS + CONDITIONS

Compensation for Services:

Consultant shall be paid for performance of services under this agreement in accordance with the terms of Exhibit A – Project Scope, schedule and Budget. Entire project will not exceed \$400,000 without prior written authorization from Client.

Reimbursable expenses and any other actual expenditures made by Consultant in the express interest of the project shall be reimbursed by Client at cost plus 15% the amount of the expenditure.

For Additional Services that may arise during the course of the Project, the Client shall compensate the Consultant on an hourly basis at the rates listed in Exhibit B, unless otherwise agreed in advance in writing by both parties.

Base Information:

Client is responsible for providing all necessary base information regarding the site and any project requirements before design commences. This may include but is not limited to site surveys, geotechnical data, pertinent background documents, etc. During the performance of services, Consultant may require additional base information. Client shall promptly provide any such additional base information. Consultant shall not be responsible for any delays in obtaining any base information regardless of when requested. Consultant is not responsible for any errors, omissions, or changes required due to late, incorrect, or missing base information. Consultant shall be reimbursed at the hourly rates listed above for any services required to make any corrections or changes related to this section.

Schedule:

Consultant is not responsible for delays caused by factors beyond Consultant's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of Client to furnish timely information or approve or disapprove of Consultant's



services or work product promptly, or delays caused by faulty performance by Client or by contractors of any level. When such delays beyond Consultant's reasonable control occur, Client agrees Consultant is not responsible for damages, nor shall Consultant be deemed to be in default of this Agreement.

Client Duties:

Client shall pay all bills in a timely manner and promptly notify Consultant of any change of address or contact information. Client shall also reply to Consultant's requests in a timely manner.

Client acknowledges that it has responsibilities according to the project plan and schedule. Consultant is not responsible for any errors, omissions, or changes required due to Client's late or unfulfilled responsibilities. Client also recognizes that delays in the schedule create additional staffing and other costs to the Consultant. Therefore, if the project schedule is delayed due to Client's late or unfulfilled responsibilities, Consultant shall be paid for additional services on an hourly basis for all services provided from the initial delay date until Client has fulfilled its responsibilities. Client and Consultant will work together to establish a revised schedule based on actual fulfillment dates of Client's responsibilities.

Ownership, Alteration and Use of Documents:

The Consultant's documents and deliverables, including electronic files, are the work papers of the Consultant and the Consultant's instruments of professional service. Nevertheless, upon completion of the services and payment in full of all monies due to the Consultant, the Client shall receive ownership of the final deliverables prepared under this Agreement as listed in Exhibit A. The Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way related to or connected with the reuse or modification of the deliverables by the Client or any person or entity that acquires or obtains the deliverables from or through the Client without the written authorization of the Consultant. Credit shall be given to the Consultant each time the deliverables are used. In the event that Consultant's services are terminated in accordance with this agreement, this provision shall also apply to documents delivered to the Client after such termination. Such delivery shall be contingent upon payment in full of all monies then due the Consultant for services provided up to the date of termination.

Under no circumstances shall the delivery or transfer of ownership of the Consultant's drawings, specifications, electronic files or other instruments of service be deemed a sale by the Consultant. Consultant makes no warranties, either express or implied, of merchantability and fitness for any particular purpose, nor shall such transfer be construed or regarded as any waiver or other relinquishment of the Consultant's copyrights in any of the foregoing, full ownership of which shall remain with the Consultant, absent the Consultant's express prior written consent. Consultant's electronic files will be in the format specified in Exhibit A. Consultant makes no representation as to the compatibility of their electronic files with the Client's hardware or software.

Limits of Liability:

To the maximum extent permitted by law, Client agrees to limit Consultant's liability for Client's damages to Consultant's professional fees paid under this agreement. The limitation shall apply regardless of the cause of action or legal theory pled or asserted.



Dispute Resolution:

Should any dispute between the parties arise out of this agreement, they shall first attempt to resolve the dispute informally between them. Both parties agree to meet and confer in good faith, and only cease discussion between them when it becomes reasonably apparent that they will be unsuccessful in resolving the dispute between them. In that event, the dispute shall be submitted to mediation as a condition precedent to binding dispute resolution. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator, are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or litigation proceeding involving the parties, provided that the evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

Right to Terminate:

In addition to all rights of Consultant to suspend or withhold work as herein provided, both Client and Consultant shall each have the right to terminate this Agreement upon providing the other party with 30 days' written notice. Consultant shall be paid for all services performed through and including the termination date and shall be reimbursed for all reimbursable expenses incurred through and including the termination date. Neither party shall have any liability to the other for any losses, damages, or claims sustained by a party by virtue of or incurred after the date of termination. Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations contained in this Terms + Conditions section of this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

Miscellaneous:

If any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force or effect.

Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party.

Payment Terms:

Services and reimbursable expenses shall be billed monthly and are due upon receipt. Client shall make payment to Consultant upon receipt of invoice. Any payment overdue by more than 15 days shall bear interest, compounded monthly, at six (6)% per annum, or the maximum rate allowable by law, whichever is less. Payment of interest, however, will not cure a failure by Client to make payments to Consultant when due. Consultant reserves the right to suspend work on any project when invoices have not been paid within fifteen (15) days after having been rendered.



Commencement Date:

Consultant shall commence its services as soon as is reasonably practical after receipt of this Agreement signed by Client and the deposit paid in full, if required.

Consultant:
Opticos Design, Inc.
By: Karen Parolek, CFO

Date

Client: Teton County, Town of Jackson
By: _Natalia D. Macker, Chairwom
Teton County Board of County Commissioners

Date

Attest:

Maureen E. Murphy
Teton County Clerk

Date



Exhibit A – Project Scope Jackson – Neighborhood Plan Northern South Park

Phase 1 - Project Kick-Off

1.1 Internal Kick-Off Meeting

The consultant team will meet with County staff to develop a project timeline outlining the steps of the process. The details of the scope of work, plan elements, and engagement process will be refined at this meeting.

Deliverables:

- Kick-Off Meeting Agenda and Notes (PDF)

1.2 Stakeholder Interviews

The consultant team will support the Steering Committee and Staff in identifying potential Stakeholders to ensure that all points-of-view and areas of expertise necessary to inform the project are represented in the interviews. Members of the consultant team will interview Stakeholders, as determined by the Steering Committee and Staff, to understand what goals, ideas, or concerns they have for the project area. This will provide crucial qualitative information that will help to contextualize the quantitative data collected in the following task. In lieu of a site tour, Google Earth may be used during the Stakeholder interviews to help visualize specific concerns about the site, or to reference specific local precedents and examples that Stakeholders might provide over the course of the interview.

Deliverables:

- Summary of Stakeholder Interviews (PDF)

1.3 Data Collection and Review of Existing Documents

The consultant team will collect existing conditions information from a variety of sources, including current Town and County baseline information, previous planning studies and documents, publicly available and third-party datasets such as CoStar, Loopnet, and MLS, and physical observation. This information will be used to establish a baseline of information on existing conditions of the area, including the physical conditions above and below grade, social, demographic, and

economic conditions, and documentation of the range of pressures driving new development, as well as the impact that development in this area is expected to have on the local and regional environment and transportation system. Information to be reviewed and assessed may include, but is not limited to the following:

- Existing plans for the project area, including any plans for circulation and development envisioned for the area;
- Existing zoning, easements, or restrictions as they pertain to project areas and surrounding area;
- Zoning analysis, build-out analysis, and infrastructure analysis;
- Environmental analysis;
- Traffic data as it pertains to the larger project area;
- Utility plans, existing and proposed;
- Comprehensive Plan sub-area plans;
- Any constraints mapping conducted by others;
- Affordable Workforce Housing studies and plans;
- Pathways Master Plan; and,
- Market analyses and demographic data, including any projections, will analyze demand for residential, retail, office, and hospitality space in greater Jackson area.

Deliverables:

- None

Phase 2 - Establish Frameworks

2.1 Analysis and Evaluation

The consultant team will analyze documents collected in Task 1.3 Data Collection and

Review, and will evaluate what impact this information will have on the development of the plan and supporting regulations. Existing conditions for topics including traffic and natural resources will be analyzed to identify “hot spots” that need attention. These "hot spots" will help to inform special areas of focus at the Public Orientation, where efforts will be made to establish a shared understanding of the constraints and possibilities posed by these issues. This Analysis and Evaluation exercise will help to provide a framework for the sorts of development types to consider for the development of Northern South Park. The report could be formatted as a slide deck to facilitate clearer presentation to Stakeholders and community members. Analysis may include:

- Physical Constraints of the Existing Conditions;

- Traffic Conditions;
- Environmental Resources, including review, analysis, and summary of existing documentation on the state of the local and regional environmental resources;
- Easements;
- Infrastructure;
- Views;
- Local Building Types;
- Local Urban Form Patterns;
- Housing Needs Analysis; and
- Trends Analysis, including:
 - Development Drivers;
 - Housing Production and Cost; and
 - Population and Employment Growth.

Deliverables:

- Existing Conditions Report (PDF or PowerPoint)

2.2 Public Orientation and Visioning Workshop

Opticos will lead an interactive public meeting (in person or digital, to be determined) to introduce the project to the community, set the process framework for the course of the planning process, communicate the necessary feedback loops for public input, and establish expectations and goals for the Plan. The meeting will establish an “educational baseline” for the Steering Committee and the public so there is a common understanding of the goals and the process, as well as best practices and constraints to feasibility. This meeting will explain the project and establish a shared community understanding of the purpose, process, roles, and opportunities for community involvement.

Community members will have the opportunity to ask questions and gain further understanding following a presentation of the consultant team's analysis of existing physical conditions and background information on placemaking and urban design concepts. During the workshop, community members may be asked to share their expertise regarding cherished local buildings, streets, and public spaces to help bolster

the analysis of Local Building Types and Local Urban Form Patterns in Task 2.1.

The consultant will also facilitate discussion among the participants to determine additional issues and opportunities for the plan, drilling down into the trade-offs of the question of “what makes a place livable?” with the goal of reaching a consensus around an initial framework for the future design work.

Deliverables:

- None

Phase 3 - Scenario Development

3.1 Create Alternatives

The consultant team will develop three alternative development scenarios through careful collaboration with the Steering Committee and Staff. In addition, the consultant will analyze a No Action alternative based upon existing zoning. Each scenario will include an explanation of how the alternative is able to meet the vision for the area, establish the urban design framework, and identify potential land use patterns with varying density, layout and affordability options.

Specific issues to be addressed by all alternatives may include, but are not necessarily limited to the following:

- Defined Project Goals and Objectives. This will identify points of conflict among community desires, and will provide possible design adjustments or policy tools to enable the project to reach overarching goals, or clarification of the trade-offs necessary to achieve specific interests;
- Density, use, and other potential zoning standards based on either existing Complete Neighborhood zone districts, such as the new Town zoning, or the creation of new zones to address the specific goals and needs of Subarea 5.6;
- Affordability Options and Analysis;
- Job Generation Analysis;
- Market Analysis and Projected Population;
- Fiscal Impacts to the County, Town, and future residents;
- Site design and general bulk and scale characteristics;
- Building types and housing types to support housing options;

- Multi-modal transportation connectivity and traffic impacts, specifically including information about:
 - Pedestrian and bicycle connections to adjacent and regional community amenities and facilities;
 - Walkability of the area, with an eye toward increasing pedestrian safety within the development and at the surrounding connector roadways;
 - Bike-ability of the area, including evaluation of measures such as shared lanes/shared bicycle paths, dedicated bike lanes or routes, or off-street facilities, as well as a combination of those strategies aimed at integrating bicycle mobility into the greater region as a viable alternative;
 - Traffic impacts associated with the larger area, and connectivity analysis served by multiple redundant facilities and non-vehicular modes; traffic impacts analysis will include a projection and comparison of Vehicle Miles Traveled (VMT) for each design alternative, including measures to reduce VMT;
 - Ability to integrate transit service into the study area;
 - Standards for connecting developments within Subarea 5.6 even when done by different landowners and at different times;
 - Community amenities and services (parks, schools, playgrounds, open space, etc.);
 - Infrastructure (drinking water, sewer, storm water drainage, electricity, natural gas, etc.);
 - Environmental impacts;
 - Neighborhood commercial and community institutional needs analysis;
 - Implementation of Comprehensive Plan values;
 - Community and stakeholder engagement and participation; and,
 - Sustainability elements and open space conservation.

3.2 Model 3 Scenarios to Measure Scenario Performance

Cascadia Partners will utilize Envision Tomorrow to model the fiscal, environmental, transportation, affordability, job creation and infrastructure impacts of each of the three scenario alternatives. Assessor's data and environmental constraints identified in Sub-Task 2.1 Analysis and Evaluation will be used to establish a baseline, then Cascadia will work with Opticos, the Steering Committee and staff to calibrate model

"building blocks" to identify ideal product types, price points, and mix of residential and commercial development within each scenario. Scenario performance will show for each of the three scenarios:

- Housing Affordability:
 - Housing mix and price points;
 - Compare housing production statistics against housing needs developed in Task 2; and
 - Test various incentives and regulations such as tax abatements, density bonuses, and inclusionary housing requirements.
- Job Generation:
 - Estimate employment capacity; and
 - Leverage QCEW data to estimate average wages for workers.
- Fiscal Impact:
 - Roadway, sewerage and water infrastructure costs and O&M;
 - Impact to sales and property tax.
- Transportation Performance:
 - VMT per capita;
 - Transit trips; and
 - Walk and bike trips.
- Environmental Performance/Sustainability:
 - Building energy and water use; and,
 - Impervious surface coverage.

Results of the models will be compiled into engaging presentation materials to make results clear to the community for use as part of the presentation in the following task.

Deliverables:

- Scenario "Report Card" graphics for inclusion on project website
- Power Point Presentation to be included with deliverable in task 3.3

3.3 Alternatives Presentation and Check-In with Community

The consultant will lead two public presentations (in person or digital, to be determined) of the alternatives developed. The presentation will cover all elements of the alternatives described above including planning, transportation, economic, and

environmental proposals, as well as other development standards. Three-dimensional (3D) renderings will be used in addition to plan drawings and statistical documents to enable all participants to visualize and provide comment on the alternatives.

This event will provide an opportunity for the consultant team to "check-in" with the public and make sure that the scenario alternatives successfully capture the goals, visions, and ideas shared during the Public Orientation and Visioning Workshop. The public will be engaged to provide input on the alternatives to inform which alternative, or combination of alternatives should be advanced to complete the Plan. This process will be transparent with all community members having opportunity for input into their preferred alternative(s), providing opportunities for both active and passive engagement by the public.

Digital engagement tools will allow community members to participate remotely, even for in-person presentations, to allow for the greatest number of participants.

Deliverables:

- Community Check-In Report Memo (PDF)

Phase 4 - Plan Development

4.1 Draft Plan

The consultant team will utilize feedback from the Community Check-In to identify and refine a preferred scenario. In addition, the plan will include Policy recommendations for land use and zoning revisions or other amendments and resources necessary to implement the plan.

- Defined Project Goals and Objectives
- Density, land use, and zoning maps:
 - Future land use analysis, required building and/or structural elements, streetscape details, drainage and landscape design, and utility upgrades as necessary;
 - Since density is not a reliable predictor of building form, zoning standards will include elements related to building

form and building types to provide more predictable development outcomes.

- Residential Affordability Analysis and Requirements
- Job Generation Analysis
- Market Analysis and Projected Population
- Fiscal Impacts to the County, Town, and future residents
- Site design and general bulk and scale characteristics
- Building types and housing types to support housing options
- 2D fully-rendered illustrative master plan of the entire district at full build-out.
- 3D images at eye/street level, including before and after visualizations
- Visualization using digital 3D massing model
- Multi-modal transportation connectivity and traffic plan
- Community amenities and services plan (parks, schools, playgrounds, open space, etc.)
- Infrastructure requirements and recommended upgrades (drinking water, sewer, drainage, electricity, etc.)
- Environmental impact analysis, including review, analysis, and summary of how different plan alternatives align with existing local and regional environmental guidance
- Development phasing plan for build-out of Subarea 5.6
- Summary of the community and stakeholder engagement and participation
- Policy recommendations for land use and zoning revisions or amendments, necessary to implement the plan. This will include the consultant drafting all necessary Land Development Regulation Text and Map Amendments necessary to implement the plan for consideration by the County.
- Sustainability elements and open space conservation.

Deliverables:

- Review Draft Preferred Plan Document (PDF)

4.2 Development Strategy

Cascadia Partners will conduct an analysis of the preferred alternative (plan) and develop implementation strategies utilizing information from the Analysis and Evaluation and Scenario Modeling tasks. This information, along with recommendations from other members of the consultant team, will be incorporated into the implementation section of the Draft Preferred Plan, and will include:

- Absorption Analysis: Cascadia Partners will convert the population and job projections produced in Task 2 into an annual estimate of the rate of absorption for housing and space. Understanding how fast the market can likely build and sell/lease homes and employment space has a major impact on the location, mix, and size of project phases;
- Phasing Plan: With the benefit of the Absorption Analysis, Cascadia Partners will advise the project team on potential starting locations and the scale and speed at which phases can be contemplated. Close coordination with the engineering team will be important to understand the infrastructure cost considerations of any phasing as well; and
- Infrastructure Financing Strategy: Financing public infrastructure is often the single most costly hurdle facing the development of new neighborhoods of this scale. Many large scale projects suffer financial ruin due to a miscalculation of phasing scale, timing, and associated infrastructure costs. Several tools exist for the financing of public infrastructure and should be established (or at least contemplated) at the same time as the master planning itself.

4.3 Steering Committee and Staff Review

The consultant will meet with the Steering Committee and staff to review the plan. The consultant will incorporate comments and edits consistent with the overall goal and complete draft Adoption Plan for release to the public for review.

Phase 5 - Finalize Plan

5.1 Public Unveiling and Final Check-In with Community

Opticos will unveil the Adoption Draft Plan to the public, and will provide an opportunity for public input. This Adoption Draft Plan will be presented by the consultant (in person or digitally, to be determined) and posted online.

Deliverables:

- Adoption Draft for Public Review Document (PDF)

5.2 Present to Joint Planning Commissions

A similar presentation by the consultant at a Joint or separate Planning Commission

meeting(s) will provide the Adoption Draft Plan to the Town and County Planning Commissions for recommendation. The Commissions could choose to make one recommendation or separate recommendations as they desire.

5.3 Present to Board of County Commissioners and Town Council

The County and Town elected officials will meet jointly for a Plan presentation by the consultant, review of public comment, a question and answer session and initial discussion.

The Town will meet individually to review the entire Plan to provide the County direction on connection to Town infrastructure including but not limited to Municipal sewer, water, storm sewer, transportation network, and other infrastructure. In making this determination the Town will consider all aspects of the Plan and provide the County a detailed explanation/analysis for the basis of its decision on connection to Town infrastructure.

The County will meet individually to consider acceptance of the Plan based upon Town and public input.

Deliverables:

- Final Adoption Draft Document (PDF)

5.4 Project Close-Out

Digital delivery of all files and images created for or used in the Neighborhood Plan and a de-brief with the staff.

Deliverables:

- Digital Submission of Project Files

Project Management

Bi-Weekly Progress Meetings

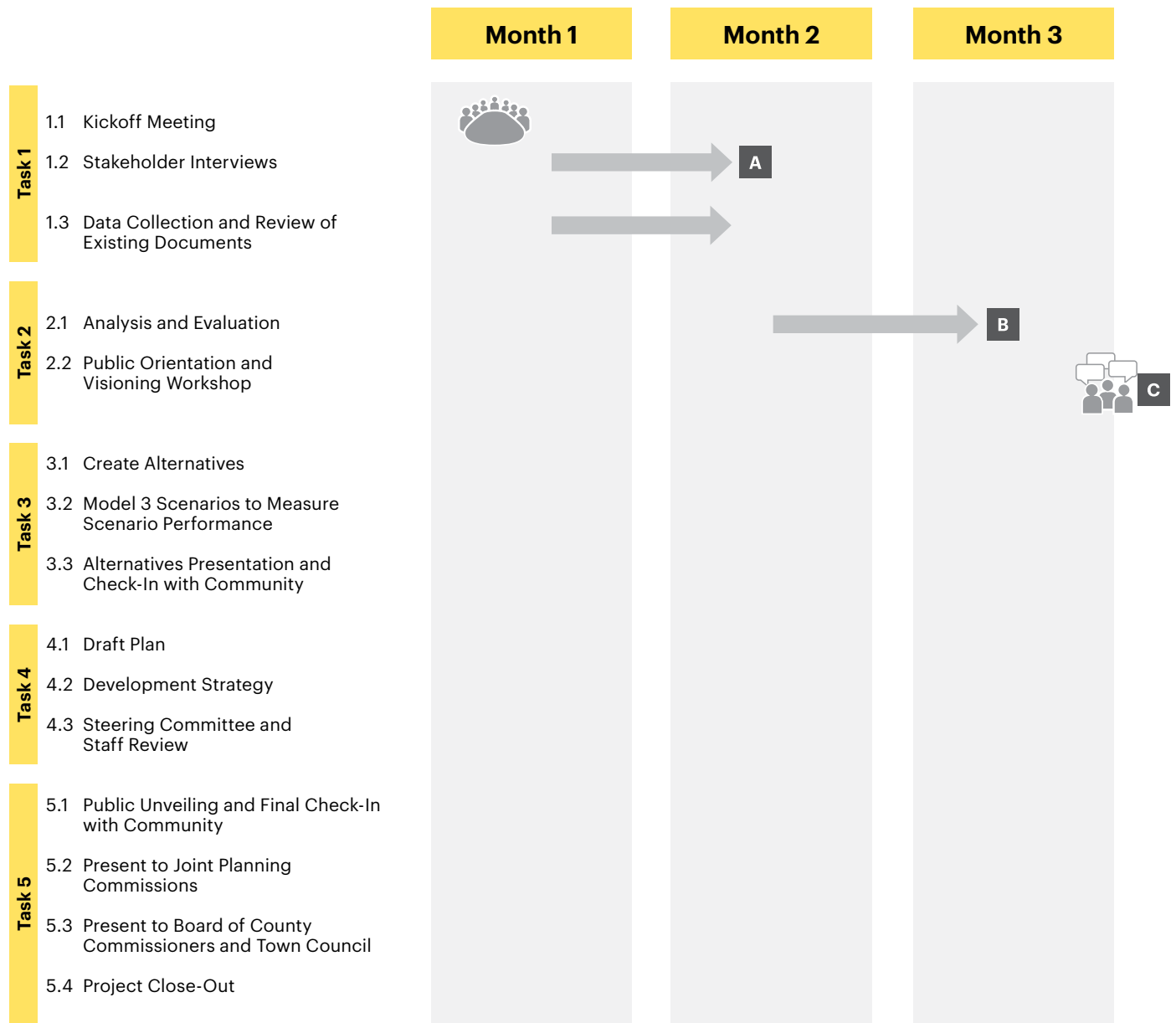
Opticos (and other members of the consultant team, as necessary) will participate and help to facilitate bi-weekly (or more frequent as needed on a week-by-week basis) progress meetings (in person or digital, to be determined).

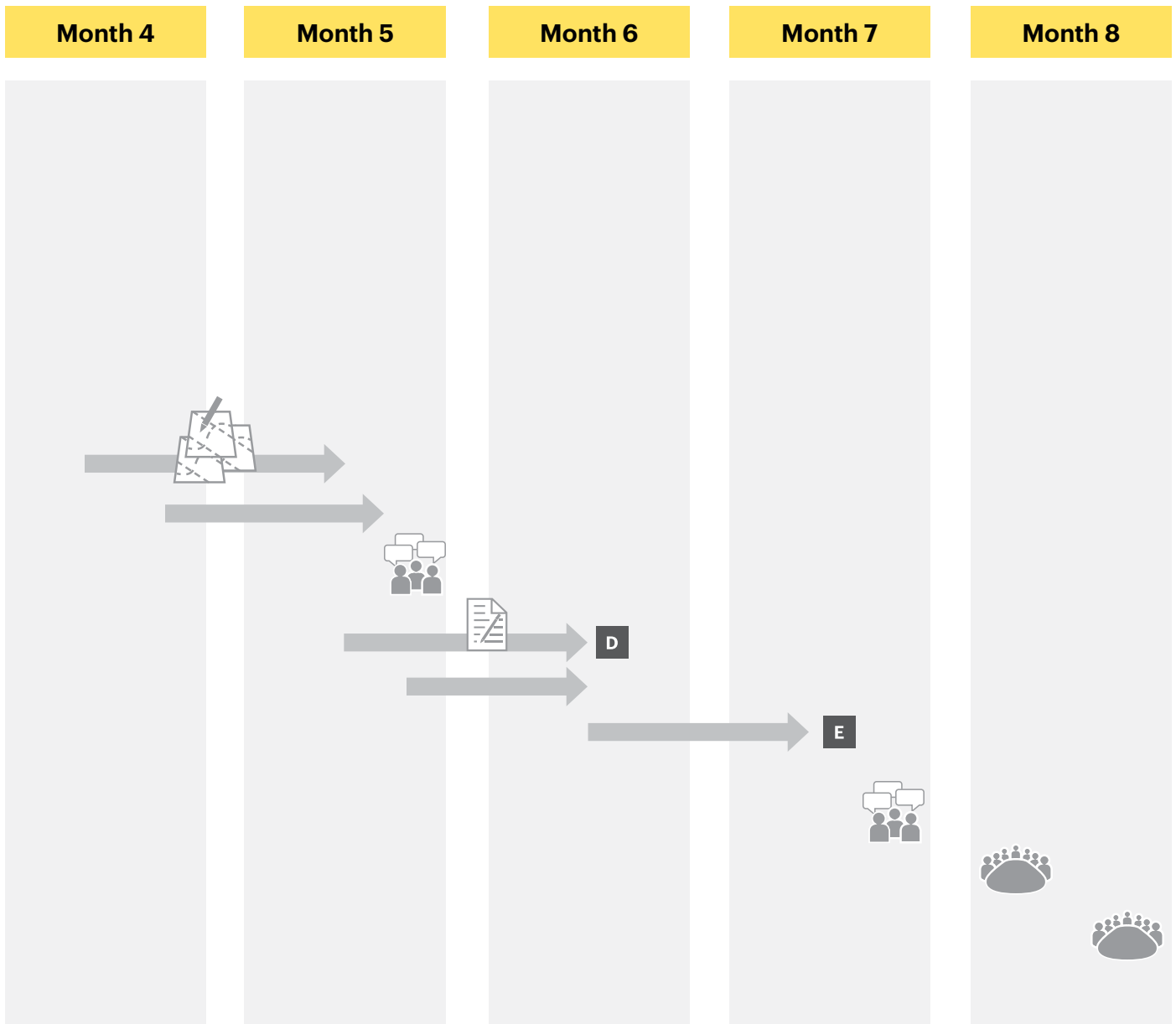
Additionally, bi-weekly reports will be provided to track progress and facilitate regular communication between staff and the consultant team.

Jackson – Neighborhood Plan Northern South Park
Budget

	Opticos Design	Cascadia Partners	Cambridge Systematics	Crabtree Group	Charlier Associates	
Phase 1 - Project Kick-Off	\$ 14,360.00	\$ 4,320.00	\$ 847.00	\$ 7,500.00	\$ 2,000.00	\$ 29,027.00
Phase 2 - Establish Frameworks	\$ 27,500.00	\$ 14,460.00	\$ 8,155.00	\$ 7,500.00	\$ 2,000.00	\$ 59,615.00
Phase 3 - Scenario Development	\$ 70,010.00	\$ 65,330.00	\$ 40,778.00	\$ 10,000.00	\$ 4,000.00	\$ 190,118.00
Phase 4 - Plan Development	\$ 76,500.00	\$ 20,420.00	\$ -	\$ -	\$ 2,000.00	\$ 98,920.00
Phase 5 - Finalize Plan	\$ 13,000.00	\$ 4,320.00	\$ -	\$ 5,000.00	\$ -	\$ 22,320.00
Totals	\$ 201,370.00	\$108,850.00	\$ 49,780.00	\$30,000.00	\$10,000.00	\$ 400,000.00

Timeline





Key Deliverables

- A** Summary of Stakeholder Interviews
- B** Existing Conditions Report
- C** Community Check-in Report Memo
- D** Draft Preferred Plan
- E** Adoption Draft Plan



Exhibit B

Hourly Rates

Opticos Hourly Rates *

Position at Opticos Design	Hourly Rate
Principal	\$315
Senior Associate	\$235
Associate	\$205
Senior Designer	\$175
Designer	\$165

*Hourly rates are subject to increase by 5% on January 1 of each calendar year occurring during the term of this agreement