

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

CONSENT AGENDA REQUEST

TO: Board of Commissioners

FROM: Josh Peters, Community Development Director
Chelsea Pronovost, Administrative Services Manager

DATE: November 18, 2024

RE: Professional Services Agreement – OTAK, Inc.

STATEMENT OF ISSUE:

The Department of Community Development (DCD) engaged in a professional services contract with SCJ Alliance for on-call development review and long-range planning. The proposed scope of work included Cristina Haworth as the “Contract Planner” for development permit applications associated with buildout of the Pleasant Harbor Master Planned Resort (PHMPR).

Ms. Haworth was approved at the contract planner by the applicant which is a requirement of the Future Staffing and Consultant Agreement (FS&C Agreement), which is contained in Attachment 1.

Ms. Haworth has moved to OTAK, Inc. and has agreed to continue as the contract planner. This contract keeps the current contract planner, Ms. Haworth in place.

ANALYSIS:

This is an authorized sole source procurement. In 2023, Haworth was approved by the applicant as the contract planner directing services provided pursuant to a Future Staffing and Consultant Agreement, which requires approval of the contract planner by the applicant. This is a highly complex project. Haworth has gained significant knowledge of the history of the project. There is an unfinalized current preliminary plat application, which is on a required deadline for completion. The County and the applicant have invested significant human capital and financial resources in Haworth. Accordingly, Haworth is clearly and justifiably the only practicable source to provide the services required for this project.

Implementation of the PHMPR Development Agreement (DA) includes selection of a Contract Planner. The PHMPR developer has provided express written consent for our selection of Ms. Haworth to serve as the Contract Planner, pursuant to the FS&C Agreement. OTAK, Inc has agreed to have Ms. Haworth to serve in this capacity, and this proposed professional services agreement establishes the scope of work and invoice process to implement that aspect of the Future Staffing and Consultant Agreement. The OTAK Statement of Qualifications is located in Attachment 2.

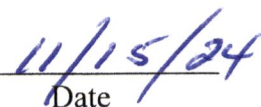
FISCAL IMPACT:

The FS&C Agreement addresses anticipated consultant (and in-house) costs associated with development review for implementation of the DA. Consultant charges for work performed as the PHMPR Contract Planner will be paid by the PHMPR developer.

RECOMMENDATION:

Staff recommends that the Board approve this professional services agreement.

REVIEWED BY:

 
Mark McCauley, County Administrator Date

CONTRACT REVIEW FORM

(INSTRUCTIONS ARE ON THE NEXT PAGE)

Clear Form

CONTRACT WITH: OTAK, Inc.

Contract No: 2024-DCD-OTAK

Contract For: Contract Planner for Pleasant Harbor MPR Term: 9/16/2024-9/16/2029

COUNTY DEPARTMENT: Community Development

Contact Person: Chelsea Pronovost

Contact Phone: 360-379-4494

Contact email: cpronovost@co.jefferson.wa.us

AMOUNT: Up to \$100,000 per year

Revenue: Paid by Applicant per FS&C Agreement

Expenditure: Paid by Applicant per FS&C Agreement

Matching Funds Required:

Sources(s) of Matching Funds

Fund #

Munis Org/Obj

PROCESS:

- ☐ Exempt from Bid Process
- ☐ Cooperative Purchase
- ☐ Competitive Sealed Bid
- ☐ Small Works Roster
- ☐ Vendor List Bid
- ☐ RFP or RFQ
- ☒ Other: Sole Source

APPROVAL STEPS:

STEP 1: DEPARTMENT CERTIFIES COMPLIANCE WITH JCC 3.55.080 AND CHAPTER 42.23 RCW.

CERTIFIED: ☒ N/A: ☐

Signature

11/12/2024

Date

STEP 2: DEPARTMENT CERTIFIES THE PERSON PROPOSED FOR CONTRACTING WITH THE COUNTY (CONTRACTOR) HAS NOT BEEN DEBARRED BY ANY FEDERAL, STATE, OR LOCAL AGENCY.

CERTIFIED: ☒ N/A: ☐

Signature

11/12/2024

Date

STEP 3: RISK MANAGEMENT REVIEW (will be added electronically through Laserfiche):

Electronically approved by Risk Management on 11/13/2024.

STEP 4: PROSECUTING ATTORNEY REVIEW (will be added electronically through Laserfiche):

Electronically approved as to form by PAO on 11/14/2024.

PAO wrote this contract and negotiated one term with OTAK's lawyers.

STEP 5: DEPARTMENT MAKES REVISIONS & RESUBMITS TO RISK MANAGEMENT AND PROSECUTING ATTORNEY(IF REQUIRED).

STEP 6: CONTRACTOR SIGNS

STEP 7: SUBMIT TO BOCC FOR APPROVAL

PROFESSIONAL SERVICES AGREEMENT BETWEEN JEFFERSON COUNTY AND OTAK, INC.

THIS PROFESSIONAL SERVICES AGREEMENT ("this Agreement") is entered into between the County of Jefferson, a municipal corporation ("the County"), and OTAK, Inc. (UBI Number: 600 614 735) ("the Contractor"), in consideration of the mutual benefits, terms, and conditions specified below.

1. Project Designation. The Contractor is retained by the County to perform the following Project: Contract planner for Pleasant Harbor Master Planned Resort. Cristina Haworth (Haworth) shall be the person at the Contractor directing the Contractor's services, as she has moved from another corporation to be in the employ of the Contractor.
2. Sole Source Procurement. In 2023, Haworth was approved by the applicant as the contract planner directing services provided pursuant to a Future Staffing and Consultant Agreement, which requires approval of the contract planner by the applicant. This is a highly complex project. Haworth has gained significant knowledge of the history of the project. There is an unfinalized current preliminary plat application, which is on a required deadline for completion. The County and the applicant have invested significant human capital and financial resources in Haworth. Accordingly, Haworth is clearly and justifiably the only practicable source to provide the services required for this project.
3. Scope of Services. The Contractor agrees to perform the services identified on Appendix "A" attached hereto including the provision of all labor consistent with the Future Staffing and Consultant Agreement. The Contractor shall perform its services as expeditiously as is consistent with such skill and care ordinarily provided by contractors practicing in the same or similar locality under the same or similar circumstances and the orderly progress of the project.
4. Time for Performance. This Agreement shall commence on September 16, 2024 (the effective date) and shall continue through September 16, 2029.
5. Ratification. Work performed consistent with this Agreement prior to the adoption of this Agreement is hereby ratified.
6. Payment. The Contractor shall be paid by the County for completed work and for services rendered under this Agreement as follows:
 - a. Payment for the work provided by The Contractor shall be made as provided on Appendix "B" attached hereto, provided that the total amount of payment to The Contractor shall not exceed \$100,000 per year without express written modification of this Agreement signed by the County.
 - b. Invoices must be submitted by the 10th of the month for the previous month's expenses. Such invoices will be checked by the County, and upon approval thereof, payment will be made to the Contractor in the amount approved. Failure to submit

timely invoices and reports pursuant to Appendix "B" of this Agreement may result in a denial of reimbursement. Invoices not submitted within 60 days may be denied.

- c. Final payment of any balance due the Contractor of the total contract price earned will be made promptly upon its ascertainment and verification by the County after the completion of the work and submittal of reports under this Agreement and its acceptance by the County.
 - d. Consultant shall provide invoices and necessary backup documentation for all services including timesheets and statements (specifying the services provided). Any indirect charges require the submittal of an indirect cost methodology and rate using 2 C.F.R. Part 255 and 2 C.F.R. Part 230.
 - e. The Contractor's records and accounts pertaining to this Agreement are to be kept available for inspection by representatives of the County and state for a period of six (6) years after final payments. Copies shall be made available upon request.
7. Ownership and Use of Documents. All non-confidential or de-identified documents, drawings, specifications, and other materials produced by the Contractor in connection with the services rendered under this Agreement shall be the property of the County whether the project for which they are made is executed or not. The Contractor shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with the Contractor's endeavors. The Contractor shall not be held liable for reuse of documents or modifications thereof, including electronic data, by County or its representatives for any purpose other than the intent of this Agreement.
8. Compliance with laws. The Contractor shall, in performing the services contemplated by this Agreement, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations, applicable to the services to be rendered under this Agreement.
9. Audit. An audit will be submitted to the County upon request. Upon request, the Contractor will submit the most recent financial audit within 30 days.
- a. Upon request the County shall have the option of performing an onsite review of all records, statements, and documentation.
 - b. If the County finds indications of potential non-compliance during the monitoring process, the County shall notify the Contractor within ten (10) days. County and The Contractor shall meet to discuss areas of contention in an attempt to resolve issues.
 - c. Audit will provide statements consistent with the guidelines of Reporting for Other Non-Profit Organizations AICPA SOP 78-10, and is performed in accordance with generally accepted auditing standards and with Federal Standards for Audit of Governmental Organizations, Programs, Activities and Functions, and meeting all requirements of 2 C.F.R. Part 200, as applicable.

10. Indemnification. The Contractor shall indemnify and hold harmless the County, its past or present employees, officers, agents, elected or appointed officials or volunteers (and their marital communities), from and against all claims, losses or liability, or any portion thereof, including reasonable attorney's fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to the Contractor's own employees, or damage to property occasioned by a negligent act, omission or failure of the Contractor. The Contractor shall be liable only to the extent of the Contractor's proportional negligence. The Contractor specifically assumes potential liability for actions brought against the County by the Contractor's employees, including all other persons engaged in the performance of any work or service required of the Contractor under this Agreement and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the state industrial insurance law, Title 51 R.C.W. The Contractor recognizes that this waiver was specifically entered into pursuant to provisions of R.C.W. 4.24.115 and was subject of mutual negotiation.
11. Insurance. Prior to commencing work, the Contractor shall obtain at its own cost and expense the following insurance coverage specified below and shall keep such coverage in force during the terms of this Agreement.
- a. Commercial Automobile Liability Insurance providing bodily injury and property damage liability coverage for all owned and non-owned vehicles assigned to or used in the performance of the work for a combined single limit of not less than \$500,000 each occurrence with the County named as an additional insured in connection with the Contractor's performance of this Agreement. This insurance shall indicate on the certificate of insurance the following coverage: (a) Owned automobiles; (b) Hired automobiles; and, (3) Non-owned automobiles.
 - b. Commercial General Liability Insurance in an amount not less than a single limit of one million dollars (\$1,000,000) per occurrence and an aggregate of not less than two (2) times the occurrence amount (\$2,000,000.00 minimum) for bodily injury, including death and property damage, unless a greater amount is specified in the contract specifications. The insurance coverage shall contain no limitations on the scope of the protection provided and include the following minimum coverage:
 - i. Broad Form Property Damage, with no employee exclusion;
 - ii. Personal Injury Liability, including extended bodily injury;
 - iii. Broad Form Contractual/Commercial Liability – including coverage for products and completed operations;
 - iv. Premises – Operations Liability (M&C);
 - v. Independent Contractors and subcontractors;
 - vi. Blanket Contractual Liability; and,
 - vii. Employer's Liability or "stop gap" coverage.

- c. Professional Liability Insurance. The Contractor shall maintain professional liability insurance against legal liability arising out of activity related to the performance of this Agreement, on a form acceptable to Jefferson County Risk Management in the amounts of not less than \$1,000,000 Each Claim and \$2,000,000 Aggregate. The professional liability insurance policy should be on an "occurrence" form. If the professional liability policy is "claims made," then an extended reporting periods coverage (tail coverage) shall be purchased for three (3) years after the end of this Agreement, at the Contractor's sole expense. The Contractor agrees the Contractor's insurance obligation to provide professional liability insurance shall survive the completion or termination of this Agreement for a minimum period of three (3) years.
- d. The County shall be named as an "additional named insured" under all insurance policies required by this Agreement, except Professional Liability Insurance when not allowed by the insurer.
- e. Such insurance coverage shall be evidenced by one of the following methods: (a) Certificate of Insurance; or, (b) Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.
- f. The Contractor shall furnish the County with properly executed certificates of insurance that, at a minimum, shall include: (a) The limits of overage; (b) The project name to which it applies; (c) The certificate holder as Jefferson County, Washington and its elected officials, officers, and employees with the address of Jefferson County Public Health 615 Sheridan Street, Port Townsend, WA 98368, and, (d) A statement that the insurance policy shall not be canceled or allowed to expire except on thirty (30) days prior written notice to the County. If the proof of insurance or certificate indicating the County is an "additional insured" to a policy obtained by the Contractor refers to an endorsement (by number or name) but does not provide the full text of that endorsement, then it shall be the obligation of the Contractor to obtain the full text of that endorsement and forward that full text to the County. Certificates of coverage as required by this section shall be delivered to the County within fifteen (15) days of execution of this Agreement.
- g. Failure of the Contractor to take out or maintain any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations concerning indemnification of the County.
- h. The Contractor's insurers shall have no right of recovery or subrogation against the County (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies, with the exception of Professional Liability Insurance, so affected shall protect both parties and be primary coverage for all losses covered by the above described insurance.

- i. Insurance companies issuing the policy or policies shall have no recourse against the County (including its employees and other agents and agencies) for payment of any premiums or for assessments under any form of policy.
- j. All deductibles in the above described insurance policies shall be assumed by and be at the sole risk of the Contractor.
- k. Any deductibles or self-insured retention shall be declared to and approved by the County prior to the approval of this Agreement by the County. At the option of the County, the insurer shall reduce or eliminate deductibles or self-insured retention, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- l. Insurance companies issuing the Contractor's insurance policy or policies shall have no recourse against the County (including its employees and other agents and agencies) for payment of any premiums or for assessments under any form of insurance policy.
- m. Any judgments for which the County may be liable, in excess of insured amounts required by this Agreement, or any portion thereof, may be withheld from payment due, or to become due, to the Contractor until the Contractor shall furnish additional security covering such judgment as may be determined by the County.
- n. Any coverage for third party liability claims provided to the County by a "Risk Pool" created pursuant to Ch. 48.62 RCW shall be non-contributory with respect to any policy of insurance the Contractor must provide in order to comply with this Agreement.
- o. The County may, upon the Contractor's failure to comply with all provisions of this Agreement relating to insurance, withhold payment or compensation that would otherwise be due to the Contractor.
- p. The Contractor's liability insurance provisions shall be primary and noncontributory with respect to any insurance or self-insurance programs covering the County, its elected and appointed officers, officials, employees, and agents.
- q. Any failure to comply with reporting provisions of the insurance policies shall not affect coverage provided to the County, its officers, officials, employees, or agents.
- r. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- s. The Contractor shall include all subcontractors as insured under its insurance policies or shall furnish separate certificates and endorsements for each subcontractor. All insurance provisions for subcontractors shall be subject to all the requirements stated herein.

- t. The insurance limits mandated for any insurance coverage required by this Agreement are not intended to be an indication of exposure nor are they limitations on indemnification.
- u. The Contractor shall maintain all required insurance policies in force from the time services commence until services are completed. Certificates, insurance policies, and endorsements expiring before completion of services shall be promptly replaced. All the insurance policies required by this Agreement shall provide that thirty (30) days prior to cancellation, suspension, reduction or material change in the policy, notice of same shall be given to the Jefferson County Public Health Contracts Manager by registered mail, return receipt requested.
- v. The Contractor shall place insurance with insurers licensed to do business in the State of Washington and having A.M. Best Company ratings of no less than A-, with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington.
- w. The County reserves the right to request additional insurance on an individual basis for extra hazardous contracts and specific service agreements.

12. Worker's Compensation (Industrial Insurance).

- a. If and only if the Contractor employs any person(s) in the status of employee or employees separate from or in addition to any equity owners, sole proprietor, partners, owners or shareholders of the Contractor, the Contractor shall maintain workers' compensation insurance at its own expense, as required by Title 51 RCW, for the term of this Agreement and shall provide evidence of coverage to Jefferson County Risk Management, upon request.
- b. Worker's compensation insurance covering all employees with limits meeting all applicable state and federal laws.
- c. This coverage shall extend to any subcontractor that does not have their own worker's compensation and employer's liability insurance.
- d. The Contractor expressly waives by mutual negotiation all immunity and limitations on liability, with respect to the County, under any industrial insurance act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.
- e. If the County incurs any costs to enforce the provisions of this subsection, all cost and fees shall be recoverable from the Contractor.

13. Independent Contractor. The Contractor and the County agree that the Contractor is an independent contractor with respect to the services provided pursuant to this Agreement. The Contractor specifically has the right to direct and control the Contractor's own activities, and the activities of its subcontractors, employees, agents, and representatives,

in providing the agreed services in accordance with the specifications set out in this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties. Neither the Contractor nor any employee of The Contractor shall be entitled to any benefits accorded County employees by virtue of the services provided under this Agreement, including, but not limited to: retirement, vacation pay; holiday pay; sick leave pay; medical, dental, or other insurance benefits; fringe benefits; or any other rights or privileges afforded to Jefferson County employees. The County shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to the Contractor, or any employee of the Contractor.

14. Subcontracting Requirements.

- a. The Contractor is responsible for meeting all terms and conditions of this Agreement including standards of service, quality of materials and workmanship, costs, and schedules. Failure of a subcontractor to perform is no defense to a breach of this Agreement. The Contractor assumes responsibility for and all liability for the actions and quality of services performed by any subcontractor.
- b. Every subcontractor must agree in writing to follow every term of this Agreement. The Contractor must provide every subcontractor's written agreement to follow every term of this Agreement before the subcontractor can perform any services under this Agreement. The Public Health Director or their designee must approve any proposed subcontractors in writing.
- c. Any dispute arising between the Contractor and any subcontractors or between subcontractors must be resolved without involvement of any kind on the part of the County and without detrimental impact on the Contractor's performance required by this Agreement.

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

16. Discrimination Prohibited. The Contractor, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, color, national origin, religion, creed, age, gender, sexual orientation, material status, sex, or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.

17. No Assignment. The Contractor shall not sublet or assign any of the services covered by this Agreement without the express written consent of the County. Assignment does not include printing or other customary reimbursable expenses that may be provided in an agreement.
18. Non-Waiver. Waiver by the County of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.
19. Termination.
- a. The County reserves the right to terminate this Agreement at any time by giving ten (10) days written notice to the Contractor.
 - b. In the event of the death of a member, partner, or officer of the Contractor, or any of its supervisory personnel assigned to the project, the surviving members of the Contractor hereby agree to complete the work under the terms of this Agreement, if requested to do so by the County. This section shall not be a bar to renegotiations of this Agreement between surviving members of the Contractor and the County, if the County so chooses.
 - c. The County reserves the right to terminate this contract in whole or in part, with 10 days' notice, in the event that expected or actual funding from any funding source is withdrawn, reduced, or limited in any way after the effective date of this agreement. In the event of termination under this clause, the County shall be liable for only payment for services rendered prior to the effective date of termination.
20. Notices. All notices or other communications which any party desires or is required to give shall be given in writing and shall be deemed to have been given if hand-delivered, sent by facsimile, email, or mailed by depositing in the United States mail, prepaid to the party at the address listed below or such other address as a party may designate in writing from time to time.

Notices to the County shall be sent to the following address:

Jefferson County Risk Manager
PO Box 1220
Port Townsend, WA 98368

Notices to the Contractor shall be sent to the following address:

OTAK, Inc.
11241 Willows Rd NE,
Redmond, WA 98052

21. Integrated Agreement. This Agreement together with attachments or addenda represents the entire and integrated Agreement between the County and the Contractor and supersedes all prior negotiations, representations, or agreements written or oral. No representation

or promise not expressly contained in this Agreement has been made. This Agreement supersedes all prior or simultaneous representations, discussions, negotiations, and agreements, whether written or oral, by the County within the scope of this Agreement. The Contractor ratifies and adopts all statements, representations, warranties, covenants, and agreements contained in its proposal, and the supporting material submitted by the Contractor, accepts this Agreement and agrees to all of the terms and conditions of this Agreement.

22. Modification of this Agreement. This Agreement may be amended only by written instrument signed by both County and Contractor.
23. Disputes. The parties agree to use their best efforts to prevent and resolve disputes before they escalate into claims or legal actions. Any disputed issue not resolved pursuant to the terms of this Agreement shall be submitted in writing within 10 days to the County Risk Manager, whose decision in the matter shall be final, but shall be subject to judicial review. If either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this Agreement, each party in such action shall bear the cost of its own attorney's fees and court costs. Any legal action shall be initiated in the Superior Court of the State of Washington for Jefferson County. The parties agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The Contractor hereby consents to the personal jurisdiction of the Superior Court of the State of Washington for Jefferson County.
24. Section Headings. The headings of the sections of this Agreement are for convenience of reference only and are not intended to restrict, affect, or be of any weight in the interpretation or construction of the provisions of the sections or this Agreement.
25. Limits of Any Waiver of Default. No consent by either party to, or waiver of, a breach by either party, whether express or implied, shall constitute a consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.
26. No Oral Waiver. No term or provision of this Agreement will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing signed on behalf of the party against whom the waiver is asserted. Failure of a party to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default.
27. Severability. Provided it does not result in a material change in the terms of this Agreement, if any provision of this Agreement or the application of this Agreement to any person or circumstance shall be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement and the application this Agreement shall not be affected and shall be enforceable to the fullest extent permitted by law.
28. Binding on Successors, Heirs and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties' successors in interest, heirs, and assigns.

29. No Assignment. The Contractor shall not sell, assign, or transfer any of rights obtained by this Agreement without the express written consent of the County.
30. No Third-party Beneficiaries. The parties do not intend, and nothing in this Agreement shall be construed to mean, that any provision in this Agreement is for the benefit of any person or entity who is not a party.
31. Signature in Counterparts. The parties agree that separate copies of this Agreement may be signed by each of the parties and this Agreement shall have the same force and effect as if all the parties had signed the original.
32. Facsimile and Electronic Signatures. The parties agree that facsimile and electronic signatures shall have the same force and effect as original signatures.
33. Arms-Length Negotiations. The parties agree that this Agreement has been negotiated at arms-length, with the assistance and advice of competent, independent legal counsel.
34. Public Records Act. Notwithstanding the provisions of this Agreement to the contrary, to the extent any record, including any electronic, audio, paper or other media, is required to be kept or indexed as a public record in accordance with the Washington Public Records Act, Chapter 42.56 RCW, as may hereafter be amended, the Contractor agrees to maintain all records constituting public records and to produce or assist the County in producing such records, within the time frames and parameters set forth in state law. The Contractor further agrees that upon receipt of any written public record request, Contractor shall, within two business days, notify the County by providing a copy of the request per the notice provisions of this Agreement.
35. Representations and Warranties. The parties represent and warrant that:
- a. Each person signing this Agreement is fully authorized to enter into this Agreement on behalf of the party for whom their signature is being made;
 - b. Each party that is a corporate entity is duly organized and validly existing in good standing under the laws of one of the states of the United States of America;
 - c. The making and performance of this Agreement shall violate no provision of law or of any party's articles of incorporation, charter, or by-laws;
 - d. Each corporate party has taken all necessary corporate and internal legal actions to duly approve the making and performance of this Agreement and that no further corporate or other internal approval is necessary; and,
 - e. Each person signing this Agreement has read this Agreement in its entirety, know the contents of this Agreement, agrees that the terms and conditions are contractual and not merely recitals, and agrees that they have signed this Agreement, having obtained the advice of legal counsel.

(SIGNATURES FOLLOW ON THE NEXT PAGE)

JEFFERSON COUNTY WASHINGTON

Board of County Commissioners
Jefferson County, Washington

By: _____
Kate Dean, Chair Date

By: _____
Greg Brotherton, Commissioner Date

By: _____
Heidi Eisenhour, Commissioner Date

SEAL:

ATTEST:

Carolyn Galloway, CMC Date
Clerk of the Board

Approved as to form only:

 November 14, 2024

Philip C. Hunsucker, Date
Chief Civil Deputy Prosecuting Attorney

OTAK, INC.

By:  _____

Signature

Amanda (Mandi) C. Roberts

Name: _____

Senior Vice President/Principal Planner

Title: _____

November 8, 2024

Date: _____

APPENDIX “A” – SCOPE OF WORK

Work to be Performed under this Agreement

The scope of services for this project is support for development review services specifically related to implementation of the Development Agreement between Jefferson County and the developer of the Pleasant Harbor Master Planned Resort (PHMPR). Cristina Haworth of OTAK, Inc. shall be the “Contract Planner” required by the Future Staffing and Consultant Agreement for the Pleasant Harbor Master Planned Resort between the County and Pleasant Harbor Marina and Golf Resort, LLC, a Washington limited liability partnership, UBI Number: 602 815 685, attached as Appendix “C”.

Work includes reviewing development applications for conformance with the Development Agreement, MPR land use designation in the County’s comprehensive plan, and applicable sections of Title 17 JCC, and Title 18 JCC, including but not limited to planning, land division, civil engineering, environmental review, transportation planning or engineering, critical areas review, SEPA compliance, and related services. The work shall be performed by OTAK, Inc. employees or consultants under the direction of Cristiana Haworth.

The Consultant’s Commitment to Providing Efficient and Cost-Effective Services

The Consultant’s goal is to fully satisfy the County’s needs in the most efficient and cost- effective means possible. To achieve this goal:

1. The Consultant shall collaborate with County staff to understand each project’s needs, the expected level of effort, and desired deliverables;
2. The Consultant shall provide high-quality service so the County develop confidence and trust in The Consultant’s work;
3. The Consultant shall gain an understanding of local issues and concerns;
4. The Consultant shall eliminate, to the extent possible, duplication of efforts on projects by utilizing experience and existing resources, as well as by implementing and exploiting computerized support that is tailored to the requirements of each individual scope of work;
5. The Consultant shall track budgets, use best efforts to stay within budgets, and inform the County immediately when there is a possibility that any budget cannot be maintained;
6. The Consultant shall utilize a team approach to staffing, to ensure that the persons comprising the team are the most qualified and most cost-effective personnel;
7. The Consultant shall designate a single point of contact for each scope of work;
8. The Consultant shall maintain an overarching understanding of all necessary services during times of multiple task order implementation-preventing over-commitment of available resources and promoting a better understanding of additional resources that may be needed;

9. The Consultant shall maintain institutional knowledge of Jefferson County procedures and protocols for invoicing procedures, plan preparation protocols, and the County communication protocols;
10. The Consultant shall be reliable; responsive; and available by phone, email, and virtually, as needed;
11. The Consultant shall use clear, easy-to-understand communication with the public, developers, engineers, property owners, contractors, and other interested parties in understanding code requirements and the development process; and,
12. The Consultant shall build trust and familiarity when interacting with the local community.

These components are not independent; rather, they are integral pieces that allow the Consultant to create effective and efficient solutions in an era of regulatory and political complexity. The Consultant has invested in training to develop these competencies in the Consultant's staff so that The Consultant can deliver exceptional project management and delivery services to the County. The Consultant's project managers have the support of a strong technical team that is committed to each project for its full duration.

APPENDIX "B" – PAYMENT PROVISIONS

Consultant shall be paid for its reasonable and necessary fees and costs pursuant the requirement in this Appendix "B." The County shall have the right to withhold payment to Consultant for any work not completed in a satisfactory manner until such time that Consultant modifies such work to the satisfaction of the County. Fees shall be based on the Labor Rate Schedule below:

LABOR RATE SCHEDULE

Classification	Hourly Rate
Senior Planner	\$195
Planner 2	\$116
Planner 4	\$170
Project Manager - Environmental Review	\$247

Labor Rate Schedule Term. The Labor Rate Schedule is effective as of the Effective Date and shall be effective for the duration of this Agreement or until amended and mutually agreed upon by Consultant and the County.

Annual Adjustments. Hourly rates shall be adjusted annually based on the Consultant's typical merit and cost of living adjustment process, but in any event proposed increases shall not exceed the annual Seattle-Tacoma-Bellevue CPI-W plus 1% in any year.

Fees Explained. Fees are based upon hourly rates and are calculated by multiplying the time spent by the hourly rates in effect at the time the work is performed.

Billing Increments. Time spent by Consultant personnel is recorded in increments of 15 minutes.

Costs Explained. Costs typically incurred on behalf of the County may include the items in the categories identified in the Disbursement Schedule below:

DISBURSEMENT SCHEDULE

Type of Cost¹	Amount of Charge
Database or other data management costs	No Charge
Photocopying	Up to 100 pages no charge; \$0.15 per page after 100 pages
Postage and Delivery Services	At cost
Courier service or next day service such as Federal Express	At cost
Mileage	At the then prevailing IRS reimbursement rate
Pre-approved travel ²	At Cost

¹Other disbursements are generally charged at cost, depending on the nature of the item.

²Travel must be pre-approved by the Director in writing.

Attachment 1

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FUTURE STAFFING AND CONSULTANT AGREEMENT FOR THE PLEASANT HARBOR MASTER PLANNED RESORT¹

¹ This document is being negotiated and is subject to the deliberative process exemption of the Public Records Act. Approval of any final agreement is conditioned on approval or delegation at an open public meeting by motion made and passed by the **Jefferson County** Board of County Commissioners.

March 17, 2023 Version clean

FUTURE STAFFING AND CONSULTANT AGREEMENT FOR
THE PLEASANT HARBOR MASTER PLANNED RESORT

**FUTURE STAFFING AND CONSULTANT AGREEMENT
FOR THE PLEASANT HARBOR MASTER PLANNED RESORT**

This **Agreement** is made between **Jefferson County** and **PHMPR**. (All terms in **bold** in this **Agreement** are defined in Section 2.4, below.)

1 RECITALS

1.1 **WHEREAS**, on June 4, 2018, the **Jefferson County** Board of County Commissioners adopted Ordinance No. 03-0604-18 (approving development regulations for the **Master Planned Resort**), and Ordinance No. 04-0604-18 (approving a development agreement between **Jefferson County** and **PHMPR**);

1.2 **WHEREAS**, after legal challenges by The Brinnon Group to Ordinance No. 03-0604-18 (approving development regulations for the **Master Planned Resort**) and Ordinance No. 04-0604-18 (approving the development agreement between **Jefferson County** and **PHMPR**), **Jefferson County** adopted Ordinance No. 08-0722-19, which approved the **Development Agreement**, amending the June 4, 2018 development agreement approved in Ordinance No. 04-0604-18;

1.3 **WHEREAS**, the **Development Agreement** contemplates additional permits for developing the **Master Planned Resort**;

1.4 **WHEREAS**, RCW 82.02.020 allows **Jefferson County** to collect reasonable fees from an applicant for a permit or other government approval to cover the cost to the County of processing applications;

1.5 **WHEREAS**, by the **Settlement Agreement**, the **Parties** resolved the **Past Billing Dispute**, where **PHMPR** claimed that certain fees charged by **Jefferson County** related to the **Development Agreement** were not reasonable and violated RCW 82.02.020;

1.6 **WHEREAS**, the **Parties** wish to avoid future billing disputes about timely payment of invoices for reasonable charges for work done by **Jefferson County** employees or consultants on the additional permits required for developing the **Master Planned Resort** and monitoring by **Jefferson County** required by the **Development Agreement**;

1.7 **WHEREAS**, **Jefferson County** follows the International Building Code practice of assessing permit fees based on the estimated value of a building when issuing building permits;

1.8 **WHEREAS**, the **Parties** agree that the **Jefferson County's** standard operating procedure (SOP) pertaining to **Stock Plans** shall apply to this project to reduce the permit fee for plans reviewed by **DCD** and approved for use on multiple sites;

1.9 **WHEREAS**, the **Parties** agree that any additional fee for **Stock Plans** resulting from adoption by **Jefferson County** of new **ICC** codes will be equal to the cost of the staff time for any additional building review caused by this adoption but shall not be based on the building valuation;

1.10 **WHEREAS**, **DCD** cannot allocate the resources necessary to timely and consistently process the additional permits for developing the **Master Planned Resort**;

1.11 **WHEREAS**, the **Parties** agree that **Jefferson County** should retain the **Contract Planner** at the expense of **PHMPR** to timely and consistently process the additional permits for developing the **Master Planned Resort**;

1.12 **WHEREAS**, the **Parties** agree that **Jefferson County** may need to retain **Other Consultants**, managed by the **Contract Planner** or **JCWQ** and that **PHMPR** is responsible to pay all the reasonable fees and costs related to that work;

1.13 **WHEREAS**, **Jefferson County** agrees to provide **PHMPR** an opportunity to review and approve any potential **Consultant** retained by **Jefferson County** to review future permits and approvals for the **Master Planned Resort**; and,

1.14 **WHEREAS**, Appendix N of **Development Agreement** provides a water quality monitoring plan that satisfies the requirements in JCC 17.80.020(2) and requires oversight from **Jefferson County**;

1.15 **WHEREFORE**, the **Parties** hereby agree to the terms and conditions in this **Agreement**; and,

1.16 **NOW, THEREFORE**, in consideration of the mutual promises and obligations in this **Agreement** and for other good and valuable consideration, the receipt and sufficiency of which the **Parties** acknowledge, the **Parties** agree to these terms and agree to be bound by the terms and conditions in this **Agreement**.

2 TERMS OF THIS AGREEMENT

2.1 Parties Bound.

This **Agreement** applies to and is binding upon, and inures to the benefit of each of the **Parties**. The persons signing this **Agreement** on behalf of the **Parties** certify that they are fully authorized to enter into the terms and conditions of this **Agreement** and to execute this **Agreement**.

2.2 Effective Date.

This **Agreement** is effective on the date the last **Party** executes this **Agreement**.

2.3 Purposes of this Agreement.

The purposes of this **Agreement** are to: (a) Provide a mechanism for **Jefferson County** to meet its obligations to timely and consistently process the additional permits for developing the **Master Planned Resort**; (b) Ensure timely payment for only the reasonable fees of **Jefferson County** authorized by RCW 82.02.020 to timely and consistently process the additional permits for developing the **Master Planned Resort**; (c) Ensure **Invoices** contain a reasonable amount of detail to allow for evaluation of the reasonableness fees billed therein; and, (d) Ensure timely payment for only the reasonable fees of **Jefferson County** for overseeing monitoring and mitigation activities of **PHMPR** required by Chapter 17.80 JCC and the **Development Agreement**.

2.4 Definitions.

2.4.1 Words used in this **Agreement** are to be taken and understood in their natural and ordinary sense. Words not defined in this request have their usual and ordinary meaning in the context used and as defined in the Dictionary by Merriam-Webster (<https://www.merriam-webster.com/>), unless this **Agreement** indicates that a different meaning was intended. Whenever these terms are used in this **Agreement** (including, without limitation, this Section 2.4), the meanings in this Section 2.4 apply.

2.4.2 **Singular/Plural:** The use of the singular form of a word includes the plural form and vice versa.

2.4.3 **And & Or:** “and” means “or” and “or” means “and,” to make the term inclusive rather than exclusive.

2.4.4 **“Agreement”** means this Future Staffing and Consultant Agreement for the Pleasant Harbor Master Planned Resort.

2.4.5 **“Base Permit Fee”** means the permit fee charged by **Jefferson County** for land use permits as updated annually.

2.4.6 **“Building Inspector”** means a building inspector performing building inspections at the **Master Planned Resort** who either is employed by **Jefferson County** or is a commercial building inspector hired by **Jefferson County** and who has a working knowledge of modular and panelized engineered construction.

2.4.7 **“Consultants”** means the Building Inspector, the Contract Planner, the Environmental Consultant and Other Consultants.

2.4.8 **“Contract Planner”** means the planner selected under Section 2.5.

2.4.9 “**DCD**” means **Jefferson County’s** Department of Community Development.

2.4.10 “**Development Agreement**” means the modified development agreement adopted in **Jefferson County** Ordinance No. 08-0722-19.

2.4.11 “**Ecology**” means the Washington State Department of Ecology.

2.4.12 “**Effective Date**” means the date described in Section 2.2.

2.4.13 “**Environmental Consultant**” means a person licensed as a professional geologist in the State of Washington, who, reviews and assesses the water quality monitoring and mitigation activities of **PHMPR** required by the **Water Quality Monitoring Plan**.

2.4.14 “**ICC**” means the International Code Council.

2.4.15 “**Invoices**” means **Invoices for Contractor Services** and **Invoices for County Services**.

2.4.16 “**Invoices for Contractor Services**” means the invoices identified in Section 2.9.1.

2.4.17 “**Invoices for County Services**” means the invoices identified in Section 2.9.2.

2.4.18 “**Jefferson County**” means **Jefferson County**, Washington.

2.4.19 “**JCC**” means the **Jefferson County** Code, published by Code Publishing at <https://www.codepublishing.com/WA/JeffersonCounty/>.

2.4.20 “**JCWQ**” means the Jefferson County Public Health Water Quality Division.

2.4.21 “**Master Planned Resort**” means the Pleasant Harbor Master Planned Resort covered by the **Development Agreement** and the development regulations in Division II of Title 17 JCC.

2.4.22 “**Parties**” means **Jefferson County** and **PHMPR**, collectively.

2.4.23 “**Party**” means one of the **Parties**.

2.4.24 “**Past Billing Dispute**” means the billing dispute resolved by a settlement between the **Parties**, effective March 3, 2022.

2.4.25 “**Other Consultants**” means persons to perform services for the County with specialized expertise or knowledge that the **Building Inspector**, the **Contract Planner** or **JCWQ** does not have and which **Jefferson County** determines are necessary to process permit applications or monitoring reports under the **Water Quality Monitoring Plan**.

2.4.26“**PHMPR**” means Pleasant Harbor Marina and Golf Resort, LLC, a Washington limited liability partnership, UBI Number: 602 815 685.

2.4.27 “**RCW**” means the Revised Code of Washington.

2.4.28 “**Retainer Account**” means the account required by Section 2.6.1.

2.4.29 “**Settlement Agreement**” means the settlement agreement between the **Parties** with an effective date of March 3, 2022.

2.4.30 “**Stock Plan**” means a building plan that has been reviewed by **DCD** whose reproduction for use on one or more sites is permissible with reduced building fees as outlined in **DCD**’s standard operating procedure for stock plans.

2.4.31 “**Water Quality Monitoring Plan**” the water quality monitoring plan required by Condition 63-R of Ordinance No. 01-0128-08 that was prepared as Appendix N to the **Development Agreement**.

2.5 **Selection of Consultants.**

2.5.1 The **Parties** agree that **Jefferson County** shall hire a **Contract Planner**; and, **Other Consultants**, as needed. **Jefferson County** shall enter into a professional services agreement after a competitive process to select a **Contract Planner** on terms and conditions consistent with **Jefferson County**’s standard professional services agreement template attached as Exhibit 1. **Contract Planner**; and, **Other Consultants** will be selected by **Jefferson County** only with **PHMPR**’s express written consent which shall not be unreasonably withheld, conditioned or delayed. **PHMPR** shall have 10 days after nomination of the **Consultants** by notice given in writing by **Jefferson County** to object in writing to the nomination; otherwise, consent is waived.

2.5.2 The **Parties** agree that **PHMPR** shall hire the **Environmental Consultant**. The **Environmental Consultant** shall be paid for by **PHMPR** through a yearly reserve maintained by **PHMPR**. The **Environmental Consultant** will be selected by **PHMPR** only with **Jefferson County**’s express written consent, which shall not be unreasonable withheld, conditioned or delayed. **Jefferson County** shall have 10 days after the **Environmental Consultant** is nominated by notice given in writing by **PHMPR** to object in writing to the nomination; otherwise, consent is waived. **Jefferson County** consents to the retention of Scott Bender as the **Environmental Consultant**. A copy of Scott Bender’s resume is attached as Exhibit 2.

2.5.3 The **Contract Planner** shall be responsible for accepting and reviewing all applications filed by **PHMPR** for consistency with the **Development Agreement**.

the JCC and other applicable laws or regulations. The **Contract Planner** shall make good faith efforts to return comments or requests for corrections on any application submitted by PHMPR within 20 business days of receipt of an application. If the **Contract Planner** cannot provide comments or requests for corrections within 20 business days, the **Contract Planner** shall notify PHMPR and provide an estimate of when comments will be returned and the reason for additional review time.

- 2.5.4 If the **Contract Planner** or JCWQ determines that **Other Consultants** are required and **Jefferson County** does not have staff capable of completing the needed reviews, then **Jefferson County** shall notify PHMPR of the need to hire **Other Consultants** and shall promptly begin the retention process. The **Parties** shall use best efforts to come to an agreement on the scope and services of the **Other Consultants**. However, if no such agreement can be reached, PHMPR retains the right to object to the services provided by the **Other Consultants** as not reasonable.

2.6 **Fees for Building Permits.**

2.6.1 **Basis for Building Permit Fees.** PHMPR shall be responsible for paying all applicable building permit fees as outlined in JCC 15.05.030(1) at the time of the application for the building permit; provided, however, that PHMPR shall be entitled to reimbursement for any unearned permit fees.

2.6.2 **Building Base Fees.** PHMPR understands and agrees to pay all applicable building based fees customarily charged by **Jefferson County**, which may include, but not be limited to, a building base fee (DCD010), a land use review fee (DCD018), a plan check review fee (DCD019), a water system approval fee (EH160), a scanning fee (DCD022) and a State fee (DCD 032).

2.6.3 **Payment of Building Permit Fees.** Payment of building permit fees shall be paid based on an estimate of the fair market value of the structure covered by the building permit. Payment of the entire estimate must be made by PHMPR before any work by **Jefferson County** begins on a building permit application. After **Jefferson County** completes all the work required to issue a building permit, it will advise PHMPR of the final total building permit fees incurred and issue a refund of any unspent portion of the plan check fee.

2.6.4 **Disputes on Total Fees for Building Permits.** Disputes about the total building permit fee shall be subject to the dispute resolution provision in Section 3.2.

2.7 **Fees for Water Quality Monitoring Required by the Water Quality Monitoring Plan.** The **Water Quality Monitoring Plan** requires PHMPR to conduct certain water quality monitoring and mitigation activities, including the periodic submission of data to JCWQ. PHMPR agrees to pay **Jefferson County** for the reasonable costs of the JCWQ to review the data submissions required by the **Water Quality Monitoring Plan**.

2.8 Payment by PHMPR for the Services of the Building Inspector, the Contract Planner, and Other Consultants. PHMPR shall pay for the services of the **Building Inspector**, the **Contract Planner**, and **Other Consultants**, as required by this Section 2.8.

2.8.1 Retainer Account. Jefferson County shall establish the **Retainer Account** with the Auditor and Treasurer of **Jefferson County** for the deposit of funds from PHMPR to ensure that payments to the **Building Inspector**, the **Contract Planner**, and **Other Consultants** are made timely and consistently to pay for their work contemplated by this **Agreement**.

2.8.2 Deposits to Retainer Account. PHMPR shall deposit in the **Retainer Account** an initial amount of \$30,000, from which **Jefferson County** may draw upon to cover any undisputed amounts that PHMPR does not timely pay as required by Section 2.9.7 PHMPR shall immediately replenish the **Retainer Account**

2.8.3. Failure to Replenish the Retainer Account. Jefferson County, the **Building Inspector**, the **Contract Planner**, and the **Other Consultants** shall suspend all work on applications for permits until PHMPR replenishes the **Retainer Account** as required by Section 2.8.2.

2.9 Billing Process.

2.9.1 Submission of Invoices for Contractor Services. DCD shall send to PHMPR **Invoices for Contractor Services** incurred in excess of the applicable **Base Permit Fee** not later than 30-days after receipt by DCD.

2.9.2 Submission of Invoices for County Services. DCD shall send to PHMPR **Invoices for County Services** by 45 days following the performance of work. Failure by DCD to bill for such services under the requirements of this Section 2.9.2, shall not be subject to payment by PHMPR. DCD shall collect billing information from other County departments for transmission to PHMPR under this Section 2.9.2.

2.9.3 Transmission and Receipt of Invoices. **Invoices for Contractor Services** and **Invoices for County Services** shall be submitted by DCD to PHMPR by email, which shall promptly be acknowledged by return email by PHMPR. Invoices transmitted by DCD to PHMPR shall be deemed received by PHMPR on the date they are sent.

2.9.4 Invoice Detail. **Invoices for Contractor Services** and **County Services** shall bill time in quarter hour increments and provide a reasonably description of the work performed. Quarter hour increments shall be the minimum billing increment for invoices.

- 2.9.5 **PHMPR has 30 Days After Receipt to Object to Entries in an Invoices.** **PHMPR** has 30 days to object to an entry on a submitted **Invoice for Contractor Services** or **Invoice for County Services**. Objection shall be made by each entry to which there is an objection, stating the reason(s) for the objection to every disputed entry on an invoice. Failure by **PHMPR** to object to any entry on a submitted invoice or before 30 days after receipt, shall be deemed a voluntary waiver of objection.
- 2.9.6 **Transmission and Receipt of Objections to Invoices.** Objections to **Invoices for Contractor Services** and **Invoices for County Services** shall be submitted by **PHMPR** to **DCD** by email, which shall promptly be acknowledged by return email by **DCD**. Objections to invoices transmitted by **PHMPR** to **DCD** shall be deemed received by **DCD** on the date they are sent.
- 2.9.7 **PHMPR Must Make Payment of All Undisputed Amounts within 45 Days.** **PHMPR** must pay all undisputed amounts within 45 days of receipt of a submitted **Invoice for Contractor Services** or **Invoice for County Services**. In the event **PHMPR** fails to make timely payment as required by this Section **Jefferson County** may, in its sole discretion, immediately draw upon the **Retainer Account** to satisfy unpaid **Invoice for Contractor Services** or **Invoice for County Services**. Interest shall accrue monthly as a fractional percentage of 7 percent annually and shall compound monthly until paid by **PHMPR**. The failure by **PHMPR** to pay all undisputed amounts or any interest because of its failure to pay undisputed amounts, shall constitute a material breach of this **Agreement**, which **PHMPR** understands will cause the **County** stopping all work on pending for permits.
- 2.9.8 **Dispute Resolution for Billing Disputes.** **PHMPR** and **DCD** shall attempt to resolve any billing disputes within 15 days of receipt of any objection sent to **DCD** by **PHMPR**. Upon a failure to resolve any billing disputes under this Section 2.9.6, the dispute resolution procedures in Section 3.2 shall apply.
- 2.10 **Submission and Review of Report Required by Section VI(2) of the Water Quality Monitoring Plan.** **PHMPR** agrees to provide to **JCWQ** the report required by Section VI(2) of the **Water Quality Monitoring Plan** which satisfies the performance standards required by Section VI (8) of the **Water Quality Monitoring Plan**. The report will include best management practices to be applied so that when all appropriate combinations of individual best management practices are utilized, **PHMPR** will not cause a violation of water quality criteria. **PHMPR** will establish baseline conditions at least 60 days prior to submitting the first development application, as required by Section VI of the **Water Quality Monitoring Plan**. **JCWQ** shall provide comments on the report to **PHMPR** promptly. The format for the report shall be provided to **JCWQ** within 30 days after the **Effective Date**. **JCWQ** shall provide comments on the format of the report to **PHMPR** promptly.

2.11 **Satisfaction of Settlement Agreement Condition.**

The **Parties** agree this **Agreement**, once effective, constitutes completion of the **Future Staffing Agreement** in Section 2.5 of the **Settlement Agreement**, and payment of \$83,823.16 (eighty-three thousand, eight hundred, twenty-three dollars and sixteen cents), the remaining one-half of the settlement amount required to be paid by the **Settlement Agreement**.

3 **GENERAL PROVISIONS**

3.1 **Controlling Law.**

It is understood and agreed this **Agreement** is entered into in the State of Washington. It is agreed this **Agreement** is be governed by and construed under the laws of the United States and of the State of Washington as if applied to transactions entered into and to be performed wholly within Washington between Washington residents. No **Parties** may argue or assert than any law other than Washington law applies to the governance or construction of this **Agreement**.

3.2 **Disputes.**

The **Parties** agree to use their best efforts to prevent and resolve disputes before they escalate into claims or legal actions. Any disputed issue not resolved under this **Agreement** shall be submitted in writing within 10 days to the County Risk Manager, whose decision in the matter shall be final, but shall be subject to judicial review. If either **Parties** deems it necessary to institute legal action or proceeding to enforce any right or obligation under this **Agreement**, the prevailing party in such action shall be entitled to recover its attorneys' fees and court costs. Any legal action shall be initiated in the Superior Court of the State of Washington for **Jefferson County**, subject to the venue provisions for actions against counties in **RCW 36.01.050**.

3.3 **Entire Agreement.**

This **Agreement** is an integrated agreement and it contains the entire agreement between the **Parties** relating to this subject and its terms are contractual, not a mere recital. Except as specifically provided in this **Agreement**, this **Agreement** supersedes all prior or simultaneous representations, discussions, negotiations, and agreements, whether written or oral. This **Agreement** supersedes and controls all prior communications between the **Parties** or their representatives relative to the matters in this **Agreement**.

3.4 **Severability.**

Provided it does not result in a material change in the terms of this **Agreement**, if any provision of this **Agreement** or the application of this **Agreement** to any person or circumstance shall be invalid, illegal, or unenforceable to any extent, the remainder of this **Agreement** and the

application this **Agreement** shall not be affected and shall be enforceable to the fullest extent permitted by law.

3.5 **Survival.**

Those provisions of this **Agreement** that by their sense and purpose should survive the term of this **Agreement** shall survive the term of this **Agreement** Without limiting the generality of the preceding sentence, and to avoid doubt, the provisions that survive the term of this agreement include: (a) controlling law; (b) disputes; and, (c) indemnification.

3.6 **No Inducements.**

The **Parties** acknowledge there have been no inducements or representations upon which **any party** have relied in entering into this **Agreement**, except as expressly set forth in this **Agreement**.

3.7 **No Third-Parties Beneficiaries.**

The **Parties** do not intend, and nothing in this **Agreement** will be construed to mean, that any provision is to benefit any other person or entity who is not a **Settling Parties**.

3.8 **Modification of this Agreement.**

This **Agreement** may be amended or supplemented only by a writing signed by duly authorized representatives of all the **Parties**.

3.9 **Signature in Counterparts.**

The **Parties** agree that separate copies of this **Agreement** may be signed by each of the **Parties** and this **Agreement** will have the same force and effect as an original signed by all the **Parties**.

3.10 **Facsimile and Electronic Signatures.**

The **Parties** agree that a facsimile, copied, or scanned signature of this **Agreement** will have the same force and effect as an original signed by all the **Parties**.

3.11 **Cooperation.**

The **Parties** agree that they will facilitate, in good faith, the effectuation of this **Agreement**.

3.12 **Voluntary Undertaking.**

The **Parties** acknowledge that they have read this **Agreement** and fully know the contents of this **Agreement** and its legal effect. This **Agreement** is entered into voluntarily and with no coercion by or undue influence by any person, firm, or corporation.

3.13 **Investigation and Complete Understanding.**

The **Parties** acknowledge that they have made such investigation of the facts pertaining to this **Agreement** and all matters in this **Agreement** as they deem necessary, desirable, or appropriate. The **Parties** expressly understand that the facts later may turn out to be other than or different from the facts now known or believed to be true. The **Parties** expressly assume the risk of such different facts and agree that all provisions of this **Agreement** will remain effective and enforceable and not subject to termination or rescission because of any such different facts.

3.14 **Independent Legal Advice and Investigation.**

In entering into this **Agreement**, the **Parties** acknowledge that they have received independent legal advice from their own counsel and have relied on their own investigation and upon the advice of their own attorney regarding the advisability of making the settlement provided in this **Agreement**.

3.15 **No Oral Waiver.**

No term or provision of this **Agreement** will be considered waived by either **Settling Parties**, and no breach excused by either **Settling Parties**, unless such waiver or consent is in writing signed on behalf of the **Settling Parties** against whom the waiver is asserted. No written consent by either **Settling Parties** to, or waiver of, a breach by either **Settling Parties**, whether express or implied, will constitute a consent to, waiver of, or excuse of any other, different, or subsequent breach by either **Settling Parties**.

3.16 **Arms-Length Negotiations.**

The **Parties** agree this **Agreement** has been negotiated at arms-length, with the assistance and advice of competent, independent legal counsel.

3.17 **Joint Drafting Effort.**

The **Parties** acknowledge and agree that the drafting of this **Agreement** has been a joint effort by the **Parties** and this **Agreement** will not be deemed prepared or drafted by any one of the **Parties**. This **Agreement** will be interpreted fairly and under their intent and not for or against any **Parties**. The **Parties** further acknowledge and agree that each of the **Parties** possesses equal bargaining power regarding this **Agreement**.

3.18 **Notice.**

All communications, notices and demands of any kind which a **Party** under this **Agreement** requires or desires to give to any other **Party** shall be in writing deposited in the U.S. mail, certified mail postage prepaid, return receipt requested, and addressed as follows:

To **Jefferson County**:

Director
Jefferson County Department of Community Development
621 Sheridan Street
Port Townsend, WA 98368

cc:

Board of County Commissioners
P.O. Box 1220
Port Townsend, WA 98370

Prosecuting Attorney
P.O. Box 1220
Port Townsend, WA 98370

To **PHMPR**:

c/o M. Garth Mann
Statesman Group of Companies Ltd.
9300 E. Raintree Drive, Suite 100
Scottsdale, Arizona 85269

cc:

John T. Cooke
Houlihan Law
100 N. 35th St.
Seattle, WA 98103

3.19 **Attachments.**

Any document in this **Agreement** identified as an attachment is part of this **Agreement** and is incorporated by reference into this **Agreement**.

3.20 **Reference to Sections in this Agreement.**

Any reference to a section in this **Agreement** is a reference to a section of this **Agreement**, unless clearly stated to the contrary.

3.21 **Headings.**

The section headings in this **Agreement** are included as a matter of convenience and are not intended to and will not be construed as affecting the terms and conditions of this **Agreement**.

4 REPRESENTATIONS AND WARRANTIES.

The **Parties** represent and warrant:

- 4.1 That each is fully authorized to enter into this **Agreement**;
- 4.2 That each has taken all necessary actions to duly approve the making and performance of this **Agreement** and that no other approval is necessary; and,
- 4.3 That each has read this **Agreement** in its entirety and know the contents of this **Agreement**, that the terms of this **Agreement** are contractual and not merely recitals, and that each has signed this **Agreement**, having obtained the advice of legal counsel.

(SIGNATURES FOLLOW ON NEXT PAGES)

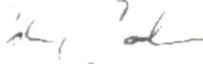
**THE UNDERSIGNED HAVE READ AND UNDERSTAND THE FOREGOING AND
AGREE TO ITS TERMS:**

PLEASANT HARBOR MARINA AND GOLF RESORT, LLP



M. Garth Mann, Manager

Date: May 15/23

Approved as to Form: 

JT Cooke, Counsel for PHMPR

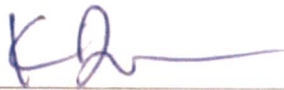
Date: May 23, 2023

THE UNDERSIGNED HAVE READ AND UNDERSTAND THE FOREGOING AND
AGREE TO ITS TERMS:

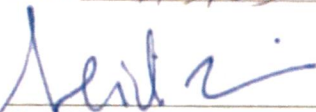
JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS



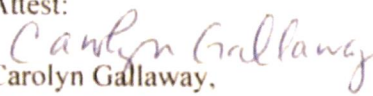
Greg Brotherton, Chair
Date: 6/5/23



Kate Dean, Member
Date: 6/5/23



Heidi Eisenhour, Member
Date: 6/5/23

Attest:

Carolyn Gallaway,
Clerk of the Board
Date: 6/5/23



Approved as to Form:



Philip C. Hunsucker,
Chief Civil Deputy Prosecuting Attorney
Date: May 8, 2023

EXHIBIT 1

EXHIBIT 1

PROFESSIONAL SERVICES AGREEMENT FOR

THIS PROFESSIONAL SERVICES AGREEMENT ("this Agreement") is entered into between the County of Jefferson, a municipal corporation ("the County"), and _____ ("the Contractor"), in consideration of the mutual benefits, terms, and conditions specified below.

1. Project Designation. The Contractor is retained by the County to perform the following Project: _____.
2. Scope of Services. The Contractor agrees to perform the services identified on Exhibit "A" attached hereto including the provision of all labor.
3. Time for Performance. This Agreement shall commence on _____ and continue through _____. Work performed consistent with this Agreement during its term, put prior to the adoption of this Agreement, is hereby ratified. The Contractor shall perform all services pursuant to this Agreement as outlined on Exhibit "A". Time is of the essence in the performance of this Agreement.
4. Payment. The Contractor shall be paid by the County for completed work and for services rendered under this Agreement as follows:
 - a. Payment for the work provided by The Contractor shall be made as provided on Exhibit "B" attached hereto, provided that the total amount of payment to The Contractor shall not exceed \$_____ without express written modification of this Agreement signed by the County.
 - b. Invoices must be submitted by the 15th of the month for the previous month's expenses. Such invoices will be checked by the County, and upon approval thereof, payment will be made to the Contractor in the amount approved. Failure to submit timely invoices and reports pursuant to Exhibit B of this Agreement may result in a denial of reimbursement. Invoices not submitted within 60 days may be denied.
 - c. Final payment of any balance due the Contractor of the total contract price earned will be made promptly upon its ascertainment and verification by the County after the completion of the work and submittal of reports under this Agreement and its acceptance by the County.
 - d. Consultant shall provide invoices and necessary backup documentation for all services including timesheets and statements (specifying the services provided). Any indirect charges require the submittal of an indirect cost methodology and rate using 2 C.F.R. Part 255 and 2 C.F.R. Part 230.

- e. The Contractor's records and accounts pertaining to this Agreement are to be kept available for inspection by representatives of the County and state for a period of six (6) years after final payments. Copies shall be made available upon request.
5. Ownership and Use of Documents. All non-confidential or de-identified documents, drawings, specifications, and other materials produced by the Contractor in connection with the services rendered under this Agreement shall be the property of the County whether the project for which they are made is executed or not. The Contractor shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with the Contractor's endeavors. The Contractor shall not be held liable for reuse of documents or modifications thereof, including electronic data, by County or its representatives for any purpose other than the intent of this Agreement.
6. Compliance with laws. The Contractor shall, in performing the services contemplated by this Agreement, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations, applicable to the services to be rendered under this Agreement.
7. Audit. An audit will be submitted to the County upon request. Upon request, the Contractor will submit the most recent financial audit within 30 days.
- a. Upon request the County shall have the option of performing an onsite review of all records, statements, and documentation.
 - b. If the County finds indications of potential non-compliance during the monitoring process, the County shall notify the Contractor within ten (10) days. County and The Contractor shall meet to discuss areas of contention in an attempt to resolve issues.
 - c. Audit will provide statements consistent with the guidelines of Reporting for Other Non-Profit Organizations AICPA SOP 78-10, and is performed in accordance with generally accepted auditing standards and with Federal Standards for Audit of Governmental Organizations, Programs, Activities and Functions, and meeting all requirements of 2 C.F.R. Part 200, as applicable.
8. Indemnification. The Contractor shall indemnify and hold harmless the County, its past or present employees, officers, agents, elected or appointed officials or volunteers (and their marital communities), from and against all claims, losses or liability, or any portion thereof, including reasonable attorney's fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to the Contractor's own employees, or damage to property occasioned by a negligent act, omission or failure of the Contractor. The Contractor shall be liable only to the extent of the Contractor's proportional negligence. The Contractor specifically assumes potential liability for actions brought against the County by the Contractor's employees, including all other persons engaged in the performance of any work or service required of the Contractor under this Agreement and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the state industrial insurance law, Title 51 R.C.W. The

Contractor recognizes that this waiver was specifically entered into pursuant to provisions of R.C.W. 4.24.115 and was subject of mutual negotiation.

9. Insurance. Prior to commencing work, the Contractor shall obtain at its own cost and expense the following insurance coverage specified below and shall keep such coverage in force during the terms of this Agreement.
 - a. Commercial Automobile Liability Insurance providing bodily injury and property damage liability coverage for all owned and non-owned vehicles assigned to or used in the performance of the work for a combined single limit of not less than \$500,000 each occurrence with the County named as an additional insured in connection with the Contractor's performance of this Agreement. This insurance shall indicate on the certificate of insurance the following coverage: (a) Owned automobiles; (b) Hired automobiles; and, (3) Non-owned automobiles.
 - b. Commercial General Liability Insurance in an amount not less than a single limit of one million dollars (\$1,000,000) per occurrence and an aggregate of not less than two (2) times the occurrence amount (\$2,000,000.00 minimum) for bodily injury, including death and property damage, unless a greater amount is specified in the contract specifications. The insurance coverage shall contain no limitations on the scope of the protection provided and include the following minimum coverage:
 - i. Broad Form Property Damage, with no employee exclusion;
 - ii. Personal Injury Liability, including extended bodily injury;
 - iii. Broad Form Contractual/Commercial Liability – including coverage for products and completed operations;
 - iv. Premises – Operations Liability (M&C);
 - v. Independent Contractors and subcontractors;
 - vi. Blanket Contractual Liability.
 - c. Professional Liability Insurance. The Contractor shall maintain professional liability insurance against legal liability arising out of activity related to the performance of this Agreement, on a form acceptable to Jefferson County Risk Management in the amounts of not less than \$1,000,000 Each Claim and \$2,000,000 Aggregate. The professional liability insurance policy should be on an "occurrence" form. If the professional liability policy is "claims made," then an extended reporting periods coverage (tail coverage) shall be purchased for three (3) years after the end of this Agreement, at the Contractor's sole expense. The Contractor agrees the Contractor's insurance obligation to provide professional liability insurance shall survive the completion or termination of this Agreement for a minimum period of three (3) years.

- d. The County shall be named as an "additional named insured" under all insurance policies required by this Agreement, except Professional Liability Insurance when not allowed by the insurer.
- e. Such insurance coverage shall be evidenced by one of the following methods: (a) Certificate of Insurance; or, (b) Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.
- f. The Contractor shall furnish the County with properly executed certificates of insurance that, at a minimum, shall include: (a) The limits of coverage; (b) The project name to which it applies; (c) The certificate holder as Jefferson County, Washington and its elected officials, officers, and employees with the address of Jefferson County Public Health 615 Sheridan Street, Port Townsend, WA 98368, and, (d) A statement that the insurance policy shall not be canceled or allowed to expire except on thirty (30) days prior written notice to the County. If the proof of insurance or certificate indicating the County is an "additional insured" to a policy obtained by the Contractor refers to an endorsement (by number or name) but does not provide the full text of that endorsement, then it shall be the obligation of the Contractor to obtain the full text of that endorsement and forward that full text to the County. Certificates of coverage as required by this section shall be delivered to the County within fifteen (15) days of execution of this Agreement.
- g. Failure of the Contractor to take out or maintain any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations concerning indemnification of the County.
- h. The Contractor's insurers shall have no right of recovery or subrogation against the County (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies, with the exception of Professional Liability Insurance, so affected shall protect both parties and be primary coverage for all losses covered by the above described insurance.
- i. Insurance companies issuing the policy or policies shall have no recourse against the County (including its employees and other agents and agencies) for payment of any premiums or for assessments under any form of policy.
- j. All deductibles in the above described insurance policies shall be assumed by and be at the sole risk of the Contractor.
- k. Any deductibles or self-insured retention shall be declared to and approved by the County prior to the approval of this Agreement by the County. At the option of the County, the insurer shall reduce or eliminate deductibles or self-insured retention, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- l. Insurance companies issuing the Contractor's insurance policy or policies shall have no recourse against the County (including its employees and other agents and

agencies) for payment of any premiums or for assessments under any form of insurance policy.

- m. Any judgments for which the County may be liable, in excess of insured amounts required by this Agreement, or any portion thereof, may be withheld from payment due, or to become due, to the Contractor until the Contractor shall furnish additional security covering such judgment as may be determined by the County.
- n. Any coverage for third party liability claims provided to the County by a "Risk Pool" created pursuant to Ch. 48.62 RCW shall be non-contributory with respect to any policy of insurance the Contractor must provide in order to comply with this Agreement.
- o. The County may, upon the Contractor's failure to comply with all provisions of this Agreement relating to insurance, withhold payment or compensation that would otherwise be due to the Contractor.
- p. The Contractor's liability insurance provisions shall be primary and noncontributory with respect to any insurance or self-insurance programs covering the County, its elected and appointed officers, officials, employees, and agents.
- q. Any failure to comply with reporting provisions of the insurance policies shall not affect coverage provided to the County, its officers, officials, employees, or agents.
- r. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- s. The Contractor shall include all subcontractors as insured under its insurance policies or shall furnish separate certificates and endorsements for each subcontractor. All insurance provisions for subcontractors shall be subject to all the requirements stated herein.
- t. The insurance limits mandated for any insurance coverage required by this Agreement are not intended to be an indication of exposure nor are they limitations on indemnification.
- u. The Contractor shall maintain all required insurance policies in force from the time services commence until services are completed. Certificates, insurance policies, and endorsements expiring before completion of services shall be promptly replaced. All the insurance policies required by this Agreement shall provide that thirty (30) days prior to cancellation, suspension, reduction or material change in the policy, notice of same shall be given to the Jefferson County Public Health Contracts Manager by registered mail, return receipt requested.
- v. The Contractor shall place insurance with insurers licensed to do business in the State of Washington and having A.M. Best Company ratings of no less than A-, with the exception that excess and umbrella coverage used to meet the requirements

for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington.

- w. The County reserves the right to request additional insurance on an individual basis for extra hazardous contracts and specific service agreements.

10. Worker's Compensation (Industrial Insurance).

- a. If and only if the Contractor employs any person(s) in the status of employee or employees separate from or in addition to any equity owners, sole proprietor, partners, owners or shareholders of the Contractor, the Contractor shall maintain workers' compensation insurance at its own expense, as required by Title 51 RCW, for the term of this Agreement and shall provide evidence of coverage to Jefferson County Public Health, upon request.
- b. Worker's compensation insurance covering all employees with limits meeting all applicable state and federal laws. This coverage shall include Employer's Liability with limits meeting all applicable state and federal laws.
- c. This coverage shall extend to any subcontractor that does not have their own worker's compensation and employer's liability insurance.
- d. The Contractor expressly waives by mutual negotiation all immunity and limitations on liability, with respect to the County, under any industrial insurance act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.
- e. If the County incurs any costs to enforce the provisions of this subsection, all cost and fees shall be recoverable from the Contractor.

11. Independent Contractor. The Contractor and the County agree that the Contractor is an independent contractor with respect to the services provided pursuant to this Agreement. The Contractor specifically has the right to direct and control the Contractor's own activities, and the activities of its subcontractors, employees, agents, and representatives, in providing the agreed services in accordance with the specifications set out in this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties. Neither the Contractor nor any employee of The Contractor shall be entitled to any benefits accorded County employees by virtue of the services provided under this Agreement, including, but not limited to: retirement, vacation pay; holiday pay; sick leave pay; medical, dental, or other insurance benefits; fringe benefits; or any other rights or privileges afforded to Jefferson County employees. The County shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to the Contractor, or any employee of the Contractor.

12. Subcontracting Requirements.

- a. The Contractor is responsible for meeting all terms and conditions of this Agreement including standards of service, quality of materials and workmanship, costs, and schedules. Failure of a subcontractor to perform is no defense to a breach of this Agreement. The Contractor assumes responsibility for and all liability for the actions and quality of services performed by any subcontractor.
 - b. Every subcontractor must agree in writing to follow every term of this Agreement. The Contractor must provide every subcontractor's written agreement to follow every term of this Agreement before the subcontractor can perform any services under this Agreement. The Public Health Director or their designee must approve any proposed subcontractors in writing.
 - c. Any dispute arising between the Contractor and any subcontractors or between subcontractors must be resolved without involvement of any kind on the part of the County and without detrimental impact on the Contractor's performance required by this Agreement.
13. Covenant Against Contingent Fees. The Contractor warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the County shall have the right to annul this Agreement without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
14. Discrimination Prohibited. The Contractor, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, color, national origin, religion, creed, age, gender, sexual orientation, marital status, sex, or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.
15. No Assignment. The Contractor shall not sublet or assign any of the services covered by this Agreement without the express written consent of the County. Assignment does not include printing or other customary reimbursable expenses that may be provided in an agreement.
16. Non-Waiver. Waiver by the County of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.
17. Termination.
- a. The County reserves the right to terminate this Agreement at any time by giving ten (10) days written notice to the Contractor.

- b. In the event of the death of a member, partner, or officer of the Contractor, or any of its supervisory personnel assigned to the project, the surviving members of the Contractor hereby agree to complete the work under the terms of this Agreement, if requested to do so by the County. This section shall not be a bar to renegotiations of this Agreement between surviving members of the Contractor and the County, if the County so chooses.
- c. The County reserves the right to terminate this contract in whole or in part, with 10 days' notice, in the event that expected or actual funding from any funding source is withdrawn, reduced, or limited in any way after the effective date of this agreement. In the event of termination under this clause, the County shall be liable for only payment for services rendered prior to the effective date of termination.

18. Notices. All notices or other communications which any party desires or is required to give shall be given in writing and shall be deemed to have been given if hand-delivered, sent by facsimile, email, or mailed by depositing in the United States mail, prepaid to the party at the address listed below or such other address as a party may designate in writing from time to time. Notices to the County shall be sent to the following address:

Jefferson County Risk Manager
P.O. Box 1220
Port Townsend, WA 98368

Notices to the Contractor shall be sent to the following address:

19. Integrated Agreement. This Agreement together with attachments or addenda represents the entire and integrated Agreement between the County and the Contractor and supersedes all prior negotiations, representations, or agreements written or oral. No representation or promise not expressly contained in this Agreement has been made. This Agreement supersedes all prior or simultaneous representations, discussions, negotiations, and agreements, whether written or oral, by the County within the scope of this Agreement. The Contractor ratifies and adopts all statements, representations, warranties, covenants, and agreements contained in its proposal, and the supporting material submitted by the Contractor, accepts this Agreement and agrees to all of the terms and conditions of this Agreement.
20. Modification of this Agreement. This Agreement may be amended only by written instrument signed by both County and Contractor.
21. Disputes. The parties agree to use their best efforts to prevent and resolve disputes before they escalate into claims or legal actions. Any disputed issue not resolved pursuant to the terms of this Agreement shall be submitted in writing within 10 days to the County Risk Manager, whose decision in the matter shall be final, but shall be subject to judicial review. If either party deem it necessary to institute legal action or proceeding to enforce any right

or obligation under this Agreement, each party in such action shall bear the cost of its own attorney's fees and court costs. Any legal action shall be initiated in the Superior Court of the State of Washington for Jefferson County. The parties agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The Contractor hereby consents to the personal jurisdiction of the Superior Court of the State of Washington for Jefferson County.

22. Section Headings. The headings of the sections of this Agreement are for convenience of reference only and are not intended to restrict, affect, or be of any weight in the interpretation or construction of the provisions of the sections or this Agreement.
23. Limits of Any Waiver of Default. No consent by either party to, or waiver of, a breach by either party, whether express or implied, shall constitute a consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.
24. No Oral Waiver. No term or provision of this Agreement will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing signed on behalf of the party against whom the waiver is asserted. Failure of a party to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default.
25. Severability. Provided it does not result in a material change in the terms of this Agreement, if any provision of this Agreement or the application of this Agreement to any person or circumstance shall be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement and the application this Agreement shall not be affected and shall be enforceable to the fullest extent permitted by law.
26. Binding on Successors, Heirs and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties' successors in interest, heirs, and assigns.
27. No Assignment. The Contractor shall not sell, assign, or transfer any of rights obtained by this Agreement without the express written consent of the County.
28. No Third-party Beneficiaries. The parties do not intend, and nothing in this Agreement shall be construed to mean, that any provision in this Agreement is for the benefit of any person or entity who is not a party.
29. Signature in Counterparts. The parties agree that separate copies of this Agreement may be signed by each of the parties and this Agreement shall have the same force and effect as if all the parties had signed the original.
30. Facsimile and Electronic Signatures. The parties agree that facsimile and electronic signatures shall have the same force and effect as original signatures.
31. Arms-Length Negotiations. The parties agree that this Agreement has been negotiated at arms-length, with the assistance and advice of competent, independent legal counsel.

32. Public Records Act. Notwithstanding the provisions of this Agreement to the contrary, to the extent any record, including any electronic, audio, paper or other media, is required to be kept or indexed as a public record in accordance with the Washington Public Records Act, Chapter 42.56 RCW, as may hereafter be amended, the Contractor agrees to maintain all records constituting public records and to produce or assist the County in producing such records, within the time frames and parameters set forth in state law. The Contractor further agrees that upon receipt of any written public record request, Contractor shall, within two business days, notify the County by providing a copy of the request per the notice provisions of this Agreement.
33. Confidentiality. With respect to all information relating to County that is confidential and clearly so designated, as required by the Health Insurance Portability and Accountability Act (HIPAA) and any other applicable privacy laws, the Contractor agrees to keep such information confidential. The Contractor shall not disclose, transfer, or sell any such information to any party, except as provided by law or, in the case of personal information, with the prior written consent of the person to whom the personal information pertains. The Contractor shall maintain the confidentiality of all personal information and other information gained by reason of this Agreement, and shall return or certify the destruction of such information if requested in writing by Jefferson County. This Agreement, once executed, will be a "public record" subject to production to a third party if same is requested pursuant to the Washington Public Records Act, Chapter 42.56 RCW, as may hereafter be amended.
34. Criminal History/Background Check. Each of the Contractor's employees, the employees of any of the Contractor's approved subcontractor, or volunteers used by the Contractor shall submit to a Washington State Patrol fingerprint identity and criminal history check before they are authorized to perform services for the Project. The County agrees to bear all reasonable costs incurred in the performance of this fingerprint identity and criminal history check. Contractors who may or will have regular access or limited access to any juveniles shall also:
- a. Require that each of the Contractor's employees, the employees of any of the Contractor's approved subcontractor, or volunteers used by the Contractor undergo not less often than once every three (3) years another Jefferson County approved criminal history and background check;
 - b. Ensure all employees, subcontractors, or volunteers are knowledgeable about the requirements of RCW 13.40.570 and of the new crimes included in RCW 9A.44, Sexual Offense;
 - c. Sign the Contractor Requirements for Responding to Situation of Sexual Misconduct Form, and shall submit to Jefferson County with signed Agreement.

DATED this _____ day of _____, 20_____.

(SIGNATURES FOLLOW ON THE NEXT PAGE)

SIGNATURE PAGE

**JEFFERSON COUNTY
BOARD OF COMMISSIONERS**

Name of the Contractor

Heidi Eisenhour, Chair

Contractor Representative (*Please print*)

Kate Dean, Member

(*Signature*)

Greg Brotherton, Member

Title

Date

Approved as to form only:

Philip C. Hunsucker Date
Chief Civil Deputy Prosecuting Attorney

EXHIBIT 2

STATEMENT OF QUALIFICATIONS



BENDER
CONSULTING, LLC
Applied Groundwater Solutions

SCOTT F. BENDER, C.G.W.P., R.P.G.

PMB 154
1992 South Elger Bay Road
Camano Island, WA 98282

ph: 360.631.5600
cell: 425.894.8943

scott@bender-llc.com
www.bender-llc.com

REGISTRATIONS

Certified Ground Water Professional: NGWA (518)
Registered Professional Geologist: Oregon (G2714)
Registered Professional Hydrogeologist: Washington (874)
Registered Professional Geologist: Washington (874)
Professional Geologist: California (GEO 9503)

CORPORATE SUMMARY

Bender Consulting, LLC is a consultancy in groundwater science and engineering – specializing in construction dewatering design services, water supply, water rights support, and dispute resolution related to hydrogeology. We support the legal, construction, engineering, and environmental industries. A unique hydrogeologic consulting firm that specializes in these fields; we offer the proven ability to develop innovative yet sensible groundwater solutions that satisfy project performance, design criteria, and schedule. Our goal is to reduce risk for our clients engaged in design and construction, and to provide a sound, technical, and defensible understanding of the groundwater regime to our legal and engineering clientele. In the end, we deliver *practical solutions* to groundwater challenges.

Scott Bender is the Principal of the firm with 38 years of applied experience in water supply, groundwater control, and water rights. He has provided over 800 dewatering designs. His work is innovative and award winning. He has won ASCE Engineering Excellence Awards for his groundwater control system designs for projects at the U.S. Embassy site in Bogota, Columbia and at the Boston Central Artery in Boston, Massachusetts. He has conceptualized and implemented new mitigation methods for acquisition of water rights. He has managed the groundwater evaluations or designed the groundwater control systems across the United States and abroad. He has designed dewatering systems for the majority of the large-scale underground construction projects in the greater Seattle area including the design for all of the groundwater control systems for the Alaskan Way Viaduct (Bertha) tunnel drive access and exit pits, approaches, and rescue shafts.

RELEVANT EXPERIENCE

Groundwater Control

Dewatering and Recharge System Design, Fort Point Channel, Boston Central Artery, Boston, MA. Performed aquifer testing and dewatering and recharge system design for the largest open excavation in the United States at Section C09B3 of the Central Artery Project (Interstate 90) in Boston, Massachusetts. The excavation and construction of the 300- by 1,600- by 60-foot-deep casting basin adjacent to the Fort Point Channel had serious potential impacts to adjacent manufacturing facilities. A groundwater recharge system was designed to maintain static piezometric levels and prevent off-site impacts to these structures. The groundwater control system design for the Boston Central Artery project was awarded a 1999 Engineering Excellence Honor award by the American Consulting Engineers Council and was referred to as the "jewel of the Central Artery Project".

Groundwater Control Analyses, Denny Way CSO Tunnel in Seattle, WA. Project hydrogeologist for geotechnical evaluation of soil conditions of the Denny Way CSO Tunnel in Seattle, Washington.

Groundwater Control Analyses, Sound Transit U-Link Light Rail Transit System, Seattle, WA. Project hydrogeologist for groundwater-related engineering studies. Over 130 groundwater-monitoring instruments were installed to depths of 270 feet along the 5-mile tunnel alignment. A conceptual groundwater flow system model was developed to assign hydrostatic pressures, identify hazards during tunneling conditions, and inflow analyses for construction of the tunnel and stations.

Dewatering Design for the U.S. Embassy in Bogota, Colombia. Performed site tests and the dewatering design for the construction of a U.S. Embassy in Bogota, Colombia. This study included both local and regional analysis of the groundwater system in a 600-foot-thick lakebed sequence of sands, clays, and organics. A recharge system was also required to minimize off-site impacts from lowering the piezometric surface. Lowering the piezometric surface, in combination of installing wick drains and preloading, successfully resulted in 6 feet of settlement and consolidation at the ground surface. This complex system utilized 22 pumping and 28 recharge wells.

Groundwater Control Design and Water Rights, Safeco Field, Seattle, WA. Designed permanent groundwater control system beneath the playing field and deep structures of Safeco Field in downtown Seattle. We played a key role in delineating basin areas, discussing groundwater attributes with Ecology, and final acquisition of the water right for irrigation of the play field.

Dewatering Design, Riverfront Station, St. Louis, MO. Provided a dewatering design for the construction of a casino on the Missouri River. The construction site extended 100 feet into the river. A dewatering system was required to limit flooding within the construction site at high

stages of the river. Three-dimensional groundwater modeling was performed to design the system, which included modeling beneath and through a sheet pile cofferdam.

Groundwater Control Analyses, Tri-Met Light Rail Transit System, Portland, OR. Performed aquifer analysis and computer modeling to predict groundwater inflows to the Tri-Met Light Rail Tunnel during tunnel construction. This complex three-dimensional modeling effort simulated drainage into the tunnel during excavation of the tunnel. The host material was a highly fractured portion of the Grande Ronde basalts in Portland, Oregon.

Construction Dewatering Designs, Sand Island Wastewater Treatment Plant, Honolulu, Hawaii. Designed dewatering systems for the Effluent Pump Station, Headworks, and Hart Street Pump Station projects related to upgrades of the Honolulu Wastewater Treatment Plant. The dewatering designs evaluated the requirements for installing deep pipes and structures low permeability lagoonal deposits to very pervious coral and coral gravels. Discharge limitations pushed the project into a value-engineering phase during construction, and ultimately required that a number of structures be redesigned.

Third Runway Embankment and South 154th Street Improvements, Seattle, Washington. Performed geologic characterization and dewatering design for two dewatering systems: the embankment on the west side of the runway, and the 154th Street Improvement on the north end of the runway. This section was underlain by a shallow water table aquifer and a deep confined aquifer that was interconnected at various parts of the alignment. A combination of deep wells and well points were installed to lower the water levels in both aquifers.

Jackson Park Golf Course Improvements, Seattle, Washington. Performed geologic characterization and dewatering system design for modification of the Jackson Park Golf Course in Seattle. The project included re-routing of the stream and construction of ponds. The site was underlain by an artesian aquifer with heads over 15 feet above ground surface in areas. Excavation for the ponds and streams required lowering the piezometric heads to prevent blowout of a thin peat and silt confining unit.

Washington Park Reservoir Improvements, Portland, Oregon. Performed site testing and provided the dewatering designs for various walls at the Washington Park Reservoir Improvements, much of the site work was in the vicinity of active slope movement.

University of Washington Ambulatory Surgery Pavilion, Seattle, Washington. Provided a dewatering design for a deep excavation near Montlake in variable glacial soils. The site was underlain by till, an outwash of variable permeability, and a lower aquitard immediately below subgrade.

Waste Management Sewer Improvements, Woodinville, Washington. As part of their permit to upgrade their facilities, Waste management was required to install a deep sewer line along about 800 feet of their property. The two aquifers were connected at one location. A deep pressure

reduction system was installed to minimize the potential for heave of the excavation bottom; a well point system was then installed to control shallow groundwater pressures.

Henderson Transfer/ CSO Project, Seattle, Washington

Provided a dewatering design and subsurface instrumentation design and monitoring for select shafts. Shafts included Outlet Regulator Portal, Martin Luther King Inlet Regulator and Martin Luther King Junction Manhole; these were up to 85 feet deep.

ReTrac, Reno, Nevada. Designed a groundwater control system to allow collection and treatment of groundwater below subgrade for rapid construction.

Wayne Morse Federal Courthouse, Eugene, Oregon. Designed a groundwater control system for courthouse foundation in a historic river channel filled with very pervious sands and cobbles underlain by clay.

Centralia Wastewater Treatment Plant, Centralia, Washington. Performed dewatering testing and analyses for the dewatering design at the treatment plant and related facilities.

Bellevue Direct Access, Bellevue, Washington. Performed dewatering testing and dewatering analyses for shallow and deep aquifers along a 1,000-foot, deep segment of the new freeway ramp construction.

Williams Gas Pipeline, Auburn, Washington. Designed groundwater control system of a 23-foot cut for pipeline installation next to the White River. The pipeline invert was constructed beneath a low-permeability clay that was overlain by high permeability outwash and alluvium. System discharge was over 3,000 gpm.

Cemetery Creek Sewer Project, Snohomish, Washington. Designed a dewatering system for deep sewer installation. The site soils were a complex hydrogeologic arrangement in truncated glacial soils.

Grain Receiving Building and Conveyor Tunnel, Port of Longview, Longview, Washington. Designed a deep well dewatering system consisting of 22 wells discharging on the order of 800 gallons per minute per well. This system lowered groundwater levels over 27 feet.

Gog-le-hi-te Habitat Action project, Tacoma, Washington. This project required deep pressure reduction to eliminate basal heave of an exaction beneath a previous landfill. The system was designed to eliminate aquifer cross connection so that contaminants were not introduced into the waste stream while allowing excavation beneath the stage of the Puyallup River.

Brightwater Central Contract, Bothell, Washington. As part of the Brightwater Sewage Treatment Plant and Conveyance project, designed a number of dewatering systems for installation of pipelines. The dewatering systems also included pressure reduction for two shafts over 90 feet deep.

All American Canal Lining Project, El Centro, California. Performed extensive site testing and design for construction of a new canal supplying irrigation water for the Imperial Irrigation District. The canal was constructed adjacent to and across an existing unlined canal that carries about 14 percent of the Colorado River flow; leakage from the existing canal had raised local groundwater levels over 50 feet. The project was one of the largest construction dewatering projects in the history of the country.

Picnic Point Wastewater Treatment Plant, Snohomish County, Washington. Designed a deep well groundwater control system for deep facility structures in an outwash channel. The structures were constructed using a variety of shoring systems from secant piles to soil nails.

Juanita Pump Station, Kirkland, Washington. Designed groundwater control systems for a variety of deep structures for the Juanita Pump Station. These included a deep pressure reduction system for the 80-foot-deep shaft, a shallow recharge system, jacking shaft, and TBM rescue systems.

Elliot Way CSO Project, Seattle, Washington. Designed groundwater control systems for jacking and receiving shafts and a TBM rescue shaft adjacent to Lake Union.

Brightwater Tunnel Safehaven Designs, Bothell, Washington. Designed four safehavens for slurry tunnel machines that were as great as 300 feet deep. Safehavens were necessary for inspection and repair of premature wearing of the tunnel boring machines.

Alaskan Way Tunnel project, Seattle, Washington. Dewatering designer for all deep excavations for the world's largest soft ground tunnel bore located in Seattle Washington. Prepared dewatering design for all surface works excavations, tunnel launch and receiving pits and roadway approaches. Performed extensive testing and remedial dewatering design for construction of the rescue shaft.

Alaskan Way Electrical Utility Line Relocation Projects, Seattle, Washington. Performed the dewatering designs for all four electrical relocation projects that moved high power transmission lines from beneath the historic Alaskan Way Viaduct to below grade. The projects required minimization and careful dewatering to avoid ground surface settlements and damage to existing utilities and structures. Groundwater recharge was also performed.

Sound Transit N125 Tunnel Project, Seattle, Washington. Provided dewatering designs for 17 cross passages, two major stations, and two portals for the twin tunneling project between the University of Washington and Northgate in Seattle.

Boeing Site Improvements, Renton, Washington. Over the past 20 years have provided the majority of dewatering design plans and recommendations at the Boeing Facility in Renton, Washington.

West Longview Sewer Diversion Project, Longview, Washington. Responded to a failed dewatering installation for installation of new sewer in Longview, Washington. The hydrogeology was re-assessed, and a new dewatering system designed during construction. Aquifer testing was performed to define the final design.

SR 520 Fish Passage Structures, Bellevue, Washington. Designed groundwater control systems for seven fish passage structures being installed below the new SR 520 freeway. The dewatering systems had to consider that the excavations could only be dewatered during weekend closings of the freeway.

Westside Subway Extension Project, Los Angeles, California. Provided site-wide test and dewatering designs for four major subway stations. Also provided dewatering designs for cross passage excavations in alluvial soil and tar-impacted soils.

Regional Connector Subway Project, Los Angeles, California. Provided dewatering designs for two major subway stations.

Mud Mountain Fish Hatchery Improvements, Buckley, Washington. Responded to artesian pressure and high permeability soil differing site condition observed during construction of the fish hatchery improvements on the left bank of the White River. After site testing designed a dewatering system to provide a dry and stable excavation; the system discharged in excess of 4,000 gpm. Designed a second system for the right bank.

Sound Transit U220 Safehaven and Cross Passage Dewatering Designs, Seattle, Washington. Prepared dewatering designs for four potential sites where boulders could impede the progress of tunneling. The design work included evaluation of a complicated hydrogeologic setting combined with limitations of installing a dewatering system in an urban setting.

Oregon State Capitol Renovations Dewatering Design, Salem, OR. Performed aquifer testing and dewatering designs for renovations of the Capitol Building. The renovations included excavating a new deeper floor beneath the majority of the main building, and two new vaults at the ends of the building.

Weber Metals, Los Angeles, California. Provided emergency response and dewatering design recommendations for a failing excavation outside of Los Angeles, California. The excavation was near full depth with sidewall collapse and a heaving base of excavation. Provided alternative groundwater control for successful site dewatering and excavation

El Dorado Dam Modifications, Pollack Pines, California. Provided site-wide testing and dewatering designs for excavation at the toe of the dam for stability improvements. The dewatering system used an innovative well design and layout to control deep groundwater pressures in both soil and bedrock underlying the earthen dam.

NEBT Tunnel Construction, Washington, DC. Provided dewatering designs for tunnel shafts and surface structures along the tunnel alignments.

Clear Branch Dam Improvements, Parkdale, Oregon. Provided site testing and dewatering design to the Clear Branch dam on the flanks of Mt. Hood, Oregon. The earthen dam had a history of seepage and improvements were necessary for one of the spillways. The work involved characterization of seepage pathways and processes and formulation of remedial measures.

Sound Transit U230 Cross Passage Dewatering Design, Seattle, Washington. Performed aquifer testing and design for two cross passages in tight but leaky soils for the U230 twin tunnel project between Capitol Hill and Downtown Seattle.

Sound Transit U230 Cross Passage Dewatering Design, Seattle, Washington. Performed aquifer testing and provided dewatering design recommendations for a cross passage that mining determined was at risk for SEM excavation.

Construction Dewatering, Boeing Storm Drainage Improvement Facility, Algonia, WA. Designed a groundwater withdrawal and injection system for construction dewatering of a Boeing storm drainage improvement facility. A dewatering system was necessary because of high water table conditions near a fish-bearing stream in a very high permeability aquifer.

North Creek Sewer Improvements, Mill Creek, Washington. Provided dewatering designs for open cut, excavation, tunnel shafts, and open-face tunneling alignments for a series of sewer improvements in Mill Creek. The alignments ran through very complicated geology consisting of a highly pervious shallow aquifer and a deep confined aquifer with heads over 20 feet above ground surface. The alignments went through both aquifers. This was one of the largest and most complicated dewatering systems constructed in Washington State.

Dewatering System Design for Sewage Treatment Plant Construction, Roi Numar-Kwajalein Atoll, Republic of the Marshall Islands. Provided dewatering system design for construction of a sewage treatment plant. The project included a hydrogeologic characterization of the coral and limestone aquifers underlying the sites. Because of environmental limitations placed on discharging the system effluent to the ocean, known karst areas were utilized for recharge of dewatering system effluent.

Groundwater Evaluations

Lake Retreat Camp and Conference Center, Ravensdale, Washington

The Lake Retreat Camp and Conference center has a long history of operating on a marginal groundwater supply system. A regional characterization was performed to identify a new supply source. Two wells were drilled; each well produces usable quantities of groundwater.

Yodelin Water System Improvements, Stevens Pass, Washington

The Yodelin water system serves about 70 lots just east of Stevens Pass. Bender Consulting was engaged to find a reliable supply that would meet Department of Health's requirements. We performed a geologic and geophysical reconnaissance of the area. A water supply well was then drilled and installed.

Morningtide Water Right Application, Jefferson County, Washington

A golf course on Marrowstone Island required a water right for irrigation. The golf course collects shallow groundwater interflow in a series of ponds, and uses the water for irrigation. The water right analysis considered a number of attributes of the sea level aquifer, which typically lies about 100 feet below ground surface. The groundwater analysis consisted of performing water balance calculations. Ecology also required us to evaluate wetlands and fisheries impacts.

Camp Kalsman Water Supply, Granite Falls, Washington

A national educational and religious group recently purchased a partially developed property for its children educational retreat program. The previous owners had recently completed a water right agreement with Ecology. The difficulty with the area delineated for supply was that there were significant wetlands, low-permeability sediments, and bedrock flutes which changed rapidly in elevation from above ground surface to 50 feet or more below ground surface within a matter of feet. Two wells were drilled which supply about twice the camp's needs.

Thermal Injection Well Field Design and Monitoring, Caribbean Utilities Company, Grand Cayman Island, BWI. Performed site drilling and testing for development of a hot water disposal well field for the Caribbean Utilities Company on Grand Cayman Island. The injection well field was a new, innovative method for disposal of water used to cool the diesel engines used for power generation. The design model, written for this project, is the first of its kind for evaluation of thermal decay in a transient groundwater flow system. The system was presented to and accepted by the government. The system was placed in operation in 2000.

Regional Groundwater Supply Investigation for Conifer Ridge, Snoqualmie Valley, WA. The study identified a deep aquifer that was in hydraulic connection with nearby surface water bodies. Based on development of a conceptual groundwater flow system and subsequent parametric analyses, one of the first mitigated groundwater right permits in Washington since 1996 was obtained for the water supply. This innovative mitigation plan was fully endorsed by the Tulalip Tribes and the Washington State Department of Ecology.

City of St. Louis Groundwater Supply Investigation, St. Louis, Missouri. Performed baseline geologic and hydrogeologic investigations for converting a majority of the city's water supply source from the Missouri River to groundwater. Identified a potential aquifer for the supply wells. Testing and aquifer evaluation work identified and designed a well field capable of supplying 70 million gallon per day to the city.

Lone Star Quarry, Jefferson County, WA. Performed a third-party review of the groundwater-related impacts associated with expansion of Lone Star's Mats Mats quarry in Jefferson County.

This review, performed for the County, evaluated the potential for water quality and quantity impacts to residents in the vicinity of the project due to deepening of the quarry.

Aquifer Recharge Model, U.S. Geological Survey, Puyallup, WA. Implemented a groundwater recharge model in the Lower Puyallup River Basin, Tacoma, Washington. The project encompassed an area extending 11 miles up the river, from Hylebos Creek to the upland areas of Tacoma. This model, developed by and run during tenure with the U.S. Geological Survey, was the first regional recharge model of its kind performed in western Washington. Model construction and analyses included data acquisition and evaluation for streamflow, land use, soil type, vegetation, aspect, and weather, as well as conversion of the model from arid to temperate climate-based evapotranspiration subroutines. A technical report was produced on model application and results.

Roseburg Landfill Expansion, Douglas County, OR. Performed groundwater evaluation and testing to assist the design team with evaluation of groundwater flow criteria and control options for a new 20-acre lined landfill expansion. The new landfill involved 500,000 cubic yards of extraction that intersected these seepage zones; groundwater was a critical issue in protecting the integrity of the new liner system.

Environmental Impact Statement, Renton, WA. Performed a local and regional hydrologic evaluation of surface and groundwater conditions and estimated impacts to these systems from a proposed development near Renton. The work performed within the environmental impact statement also required estimates of the impacts of the development to water quality and on a nearby wellhead protection area.

Groundwater and Surface Water Impact Analysis, U.S. Army Dugway Proving Ground, Salt Lake City, Utah. Project Manager for a study at a major government facility for National Pollutant Discharge Elimination System (NPDES) permitting. The study involved the examination of over 100 facilities to determine their status under NPDES industrial facility criteria. Drainage patterns, basins, and outfalls were then identified to determine runoff potential from industrial facilities.

Groundwater Supply Investigation, Morton, WA. Performed a groundwater supply investigation for the City of Morton, Washington. The project was performed to find an alternative municipal water supply to replace the current surface water supply, which was threatened by debris flows in an area of concentrated timber harvesting. The final report provided recommendations for three areas that could potentially provide high yields of good quality groundwater that was not in hydraulic connection with a surface water body.

Groundwater Supply, Healy, AL. Performed pumping test analysis and provided water supply well exploration recommendations for a coal-fired electrical generation plant at a remote site in southern Alaska. The site was located above a highly fractured, steeply dipping, interlayered sand and siltstone aquifer. Well interference and limited yield made siting future wells particularly difficult.

Environmental Impact Statement, Orting, WA. Performed regional and local hydrogeologic investigation of the impacts of a proposed development near Orting, Washington. The project also identified potential impacts of groundwater supply to springs with established water rights.

Landslide Stability, Black Diamond, WA. Evaluated the natural groundwater flow system and impacts of storm water runoff on the stability of a historic landslide along the Auburn-Black Diamond Road in King County. The study compared calculated versus observed impacts of the surface water input to groundwater levels for a number of storm events.

Wellhead Protection, Upper Skagit Indian Tribe, Sedro-Woolley, WA. Provided a wellhead protection plan for the Upper Skagit Indian Tribe near Sedro-Woolley, Washington. This plan, funded by the EPA, was the first of its kind for a Tribe in Washington State, and is to be used by the EPA as a model for other Tribes in the state.

Wellhead Protection, Town of Beaux Arts, WA. Performed analytical modeling to determine the size and boundaries of a wellhead protection area for the Town of Beaux Arts Village, Washington. The study was two phased; it first delineated critical aquifer recharge areas for the Growth Management Act requirements and then utilized this information for a wellhead protection area delineation.

Regional Wellhead Protection, Benton and Franklin Counties, WA. Performed a regional Wellhead Protection Plan for the Benton/Franklin Regional Council. The plan provided wellhead protection area delineations for six cities with wells completed in shallow alluvial and deep basalt aquifer systems. This study provided Combined Management Areas for protecting the water supplies. A potential contaminant survey was performed. Contingency plans and detailed planning measures were provided for protection of the supply.

Wellhead Protection, Puyallup, WA. Provided wellhead protection area delineations for six wells and two major springs of the City of Puyallup's water supply sources. The project included construction of a complex hydrogeologic conceptual model involving four major aquifers. Analytical modeling was performed to delineate the protection areas.

Regional Wellhead Protection, Upper Yakima Valley, WA. Provided Wellhead Protection Areas for eight municipal water purveyors in the Upper Yakima Valley Regional Wellhead Protection Plan. The delineated areas were calculated using a modified analytical delineation technique prepared for the project. These were prepared for wells which collect groundwater in a complex bedrock and older alluvial aquifer system.

Water Rights

Expert Witness Support and Testimony, Undisclosed Federal Case, WA. Provided expert analyses for a Federal lawsuit in Washington State. Water use, saltwater intrusion, and changes in area recharge characteristics due to development are key components of the case.

Water Supply and Water Right Testimony, Conifer Ridge Golf Course, Washington. Testified in front of the Washington State Pollution Control Hearings Board regarding groundwater withdrawals for irrigation of Conifer Ridge Golf Course. The testimony was key evidence for initiating a settlement originated by Bender Consulting involving surface water mitigation. This was one of the first mitigated groundwater right permits in Washington State since the 1996 batch water right denial and was fully supported by the Tulalip Tribes and the Washington State Department of Ecology.

Groundwater Right Purchase, Maple Valley, WA. The water supply system was considered an emergency health issue by Ecology and Health. A water right holder investigation was performed to identify target water rights that had not been perfected. We then approached a number of water right owners and assisted in the negotiations with the final seller.

Groundwater Right Purchase, Graham, WA. Contacted water right holders in the greater Graham area for water right purchase to support a development expansion. Water right holders that met the transfer criteria were approached for purchase. Ecology was active in the process and is providing guidelines and assistance in the project.

Steamboat Island Road Water System Design and Consolidation Project, Thurston County, WA. Project Hydrogeologist for the Steamboat Island Road Water System Design and Consolidation project. This project, performed for Thurston County Department of Water and Waste Management, required an evaluation of eight separate, usually smaller water systems that were to be consolidated into one system. Water rights were evaluated for inchoate rights, water right transfers, and consolidation issues.

Postema Groundwater Appeal, Snohomish County, WA. The Postema case was one of the first hydraulic continuity water right cases to go in front of the Pollution Control Hearings Board since the 1996 batch processing by Ecology. Performed a review of the aquifer system the wells were completed in and evaluated the hydraulic connection with nearby surface water bodies. Proposed a mitigation method to supplement surface water resources for certification of the water right.

Expert Witness Dispute Resolution

Expert Witness Testimony for Tunnel Collapse. Provided expert witness testimony for a \$56 million construction claim for collapse of a 30-foot-diameter tunnel constructed in Milwaukee, Wisconsin. The testimony included a review of the geologic and hydrogeologic testing and analyses performed, identifying the standard of practice for groundwater testing and analyses during the mid-1980s, and evaluating whether the designer's work conformed to that standard.

Expert Witness Support and Testimony, Water Rights, Undisclosed Federal Case, WA. Provided expert analyses and testimony for a Federal lawsuit in Washington State. Water use, saltwater intrusion, and changes in area-wide recharge characteristics due to development were key components of the case.

Expert Witness Testimony for Oxnard WWTP, Oxnard, California. Provided expert testimony for a construction claim for dewatering of the improvements to the Oxnard Wastewater Treatment Plant.

Dispute Resolution, Highway 55/62 Interchange Design, Minneapolis, Minnesota. The design for a new interchange in Minneapolis called for temporary and permanent groundwater control. The local water district filed suit to prevent the dewatering on the grounds that it would interrupt the flow from a spring that had historical significance. We provided a third-party review under court order to address the groundwater flow system and the potential impacts the interchange design would have on the flow system.

Arbitrator, Coweeman Pump Station, Kelso, Washington. Arbitrated a dispute over a dewatering-related claim raised during the construction of the Coweeman Pump Station. The dispute was over the percentage of fines below subgrade and their effects on soil permeability. Our decision was binding and presented to both parties for settlement of the case.

Expert Witness Testimony for Box Culvert Failure, St Louis, Missouri. Provided expert witness testimony for a construction claim for related to the settlement and related damages of a 1,700 long box culvert. An opinion was provided regarding the suitability of the design relative to ground conditions, and the suit was settled based largely on our testimony.

Expert Witness Testimony for Box Culvert Construction, Flynt, Michigan. Provided expert witness support and testimony for a construction claim for related to dewatering for a box culvert excavation up to 35 feet deep. An opinion was provided regarding the suitability of the design relative to ground conditions and that dewatering according to the specification was unachievable.

Expert Witness Support, Interurban Pump Station, Seattle, Washington. Provided expert witness support on behalf of Safeco Insurance for dewatering-related impacts. The fact finding led to a quick resolution and settling of the case.

Expert Witness Support, Webb Case, Riverside, California. Provided expert witness support on inability to dewater tunnel shafts on a river crossing project in Riverside, California.

Expert Witness Support, Sound Transit M200, Bellevue, Washington. Provided expert witness support regarding excavation and dewatering for the Maintenance Facility.

Expert Witness Support, Issaquah Fish Hatchery, Issaquah, Washington. Provided expert witness support regarding a failed dewatering system during construction of the Issaquah Fish Hatchery Improvements. The testimony was decisive during project mitigation.

Landslide Cause and Effect, City of Seattle, Seattle, WA. Provided expert witness support on behalf of the City of Seattle for causation of a variety of landslides that impacted residences. Such slides included two cases on Perkins Lane, S.W. Massachusetts Street, Dayton Street, and two cases on Alki Point. Most cases included the evaluation of the source of water, both natural and

man-made. Significant work was performed addressing changes in vegetation and land use on aquifer recharge. All cases were ruled in favor of the City.

Expert Support for Tunnel Shaft Differing Site Condition, Bismarck, North Dakota. Provided expert witness support and testimony for a tunnel shaft that was intended to be excavated in bedrock; the ground conditions were actually highly pervious outwash soils.

Water Supply, Water Rights, and Testimony, Lake Cassidy Golf Course, Snohomish County, WA. Performed a regional hydrogeologic investigation for the installation of a water supply well field for irrigation of a 36-hole golf course near Lake Cassidy, Washington. A 500 gpm well was installed in an area traditionally known to have limited well yields. Water rights and potential impacts had been an important issue to the surrounding community. Testimony was provided before the County commissioner regarding potential impacts to neighboring wells.

Dispute Resolution, Canal Leakage, Royal City, WA. Performed groundwater modeling to determine a groundwater mass balance for canal leakage near Royal City. The claim in the dispute was that canal leakage flooded and ultimately damage orchards in the vicinity of the irrigation supply canals. This study utilized monthly water level measurements, canal levels and flow rates, and weather data to determine the quantity of groundwater due to leakage from the canal.

EDUCATION

M.S., Geology, University of Idaho, 1991
B.S., Geology, University of Washington, 1987

REGISTRATIONS

Certified Groundwater Professional: NGWA (518)
Licensed Hydrogeologist: Washington (874)
Licensed Geologist: Washington (874)
Licensed Engineering Geologist: Washington (874)
Registered Professional Geologist: Oregon (G1642)
Professional Geologist: California (GEO 9503)

PROFESSIONAL ASSOCIATIONS

National Groundwater Association
Washington Hydrologic Society

**FIRST AMENDMENT TO FUTURE STAFFING AND CONSULTANT
AGREEMENT FOR THE PLEASANT HARBOR MASTER
PLANNED RESORT**

This First Amendment to the Futures Staffing and Consultant Agreement for the Pleasant Harbor Master Planned Resort (this "First Amendment") amends the Future Staffing and Consulting Agreement between Jefferson County and Pleasant Harbor Marina and Golf Resort LLP ("the Agreement") is entered into as of the effective date.

RECITALS

WHEREAS, Jefferson County and PHMPR entered into the Agreement, effective June 5, 2023; and,

WHEREAS, Section 2.10 of the Agreement requires that for surface water, "PHMPR will establish baseline conditions at least 60 days prior to submitting the first development application, as required by Section VI of the **Water Quality Monitoring Plan**; and,

WHEREAS, PHMPR's environmental consultant submitted a report to **Jefferson County** on May 21, 2024 stating that for surface water baseline conditions have been established; and,

WHEREAS, Jefferson County's environmental consultants have reviewed PHMPR's report and the data submitted with it on May 21, 2024 and agree with the May 21, 2024 report's conclusion that for surface water baseline conditions have been established; and,

WHEREAS, the Water Quality Management Plan, Appendix N to the development agreement ("WQMP") states:

2. Prior to the date of application of the application for the first development permit, the Resort must provide a report to the **Jefferson County Public Health's Water Quality Division (JCWQ)** of the best management practices to be applied so that when all appropriate combinations of individual best management practices are utilized, the Resort will not cause a violation of water quality criteria.

WQMP, Section IV.2; and,

WHEREAS, Section 2.10 of the Agreement requires that the required report "will include best management practices to be applied so that when all appropriate combinations of individual best management practices are utilized, PHMPR will not cause a violation of water quality criteria;" and,

WHEREAS, the Parties agree that the list of best management practices attached as Appendix 1 to this First Amendment satisfies the requirement in WQMP, Section IV.2; and,

WHEREAS, the purpose of the 60-day requirement in Section 2.10 of the Agreement was to give **Jefferson County** adequate time to review and comment on a report discussing the baseline and best management practices requirement; and,

WHEREAS, Jefferson County already has had adequate time to review and comment the surface water baseline and best management practices requirement; and,

WHEREAS, the Parties agree having the list of best management practices attached as Appendix 1 to this First Amendment will facilitate the annual review of best management practices required in the WQMP; and,

WHEREAS, the Parties desire to amend the Agreement to clarify that **PHMPR** has satisfied the requirements for establishing the baseline for surface water and the best management practices required by WQMP, Section IV.2 and, the 60-day review time is no longer needed before submitting the report to apply for a development permit; and,

NOW THEREFORE in consideration of the mutual promises and obligations in this First Amendment and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledge, the **Parties** agree as follows:

AMENDMENT

1. **Definitions.** Except as may have been modified in this First Amendment, the definitions in the Agreement apply to this First Amendment.

2. **Submission and Review of Report Required by Section VI(2) of the Water Quality Monitoring Plan.** Section 2.10 of the Agreement is deleted in its entirety and replaced with the following:

Submission and Review of Report Required by Section VI(2) of the Water Quality Monitoring Plan. **PHMPR** has provided to the environmental consultant for **Jefferson County JCWQ** a report dated June 5, 2024 that is required by Section VI(2) of the **Water Quality Monitoring Plan**, which **Jefferson County's** environmental consultant agrees establishes baseline conditions for surface water as required by Section VI of the **Water Quality Monitoring Plan**. **PHMPR** and **Jefferson County** agree that the best management standards attached as Appendix 1 to this Future Staffing and Consultant Agreement shall apply and satisfy the requirement in Section VI (8) of the **Water Quality Monitoring Plan** for a list of all best management practices to be applied so that when all appropriate combinations of individual best management practices are utilized, **PHMPR** will not cause a violation of water quality criteria.

3. **Conflict.** Capitalized terms used herein and not otherwise defined shall have the meanings given in the Agreement. If there is any conflict between the terms, conditions and provisions of this First Amendment and of the Agreement, the terms, conditions and provisions of this First Amendment shall prevail.

4. **Miscellaneous.** Except as expressly modified by this First Amendment, all terms, covenants and provisions of the Agreement shall remain unmodified and in full force and effect and are hereby expressly ratified and confirmed. This First Amendment reflects the entire agreement of the **Parties** with respect to amending the terms of the Agreement and this First Amendment supersedes all prior discussions and understandings regarding the amendment of the Agreement. With respect to the subject matter hereof, neither **Party** will be bound by any

understanding, agreement, promise, representation or stipulation, express or implied, not specified herein. If any of the provisions of this First Amendment be found to be invalid, illegal or unenforceable by any court of competent jurisdiction, such provision shall be stricken and the remainder of this First Amendment shall nonetheless remain in full force and effect unless striking such provision shall materially alter the intention of the **Parties**.

5. **Authority.** Each **Party** represents and warrants that the person signing this First Amendment on behalf of such **Party** is authorized to execute and deliver this First Amendment and that this First Amendment will thereby become binding upon such **Party**.

6. **Counterparts.** This First Amendment may be executed in counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same document.

7. **Effective Date.** This First Amendment shall be effective on the date the last **Party** signs it.

IN WITNESS WHEREOF, the **Parties** have executed this First Amendment as of the dates written below.

(SIGNATURES APPEAR ON THE FOLLOWING PAGES)

PLEASANT HARBOR MARINA AND GOLF RESORT, LLP

 P.E.
John Holbert, Project Manager
Date: 6-24-2024

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS

Approved Telephonically

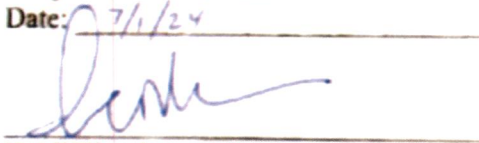
Kate Dean, Chair

Date: 7/1/24



Greg Brotherton, Member

Date: 7/1/24

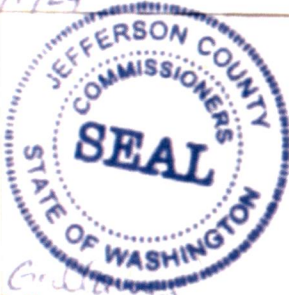


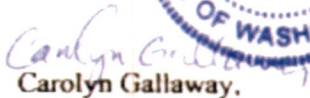
Heidi Eisenhour, Member

Date: 7/1/24



Attest:





Carolyn Gallaway,
Clerk of the Board

Date: 7/1/24

Approved as to Form:



June 24, 2024

Philip C. Hunsucker,
Chief Civil Deputy Prosecuting Attorney
Date: _____



APPENDIX 1
JUNE 11, 2024 BEST MANAGEMENT PRACTICES
FOR THE PLEASANT HARBOR MASTER PLANNED RESORT
(INCLUDING THE PLEASANT HARBOR MARINA)

The following is a full list of best management practices (BMPs) PHMPR shall implement. Some BMPs are not water quality related and are included for convenience of a single document that outlines all BMPs. The Pleasant Harbor Marina and Golf Resort LLP (PHMPR) shall use the BMPs listed in this document at the Pleasant Harbor Master Planned Resort.

There are three phases in which the BMPs shall be used: Pre-construction, Construction, and Operation. Some of the BMPs apply to all three phases. Some BMPs apply to specific phases. PHMPR shall follow all of the BMPs listed in this document. Many BMPs are required by the JCC or Development Agreement (including the Appendices). References to existing BMPs is for convenience only and nothing in this list shall be construed to alter, amend or otherwise modify the requirement in the JCC or Development Agreement.

BMPs that Apply During All Phases

1. PHMPR shall comply with the requirements of all permits issued by any federal, state or local agency that require environmental sampling or BMPs to protect the environment, including but not limited to the 2010 Water Rights Certificate (Provisions) and the 2022 Superseding Water Rights Permit (Provisions).
2. PHMPR shall comply with all requirements of the applicable development regulations, including but not limited to JCC 17.80.020.
3. PHMPR shall comply with all requirements of the Development Agreement, as amended,¹ including but not limited to those in the listed in:
 - a. The Water System Plan, Appendix H to the Development Agreement;
 - b. The Wastewater Treatment Plan, Appendix I to the Development Agreement;

¹ JCC 18.40.860(4) ("Permits issued by the county after the execution of the development agreement shall be consistent with the agreement.") and JCC 17.60.060. ("Any regulated land use or development activity within the Pleasant Harbor MPR must also comply with the applicable development standards and requirements of:

(1) Conditions and requirements of Ordinance 01-0128-08,

(2) The mitigation measures required in the November 27, 2007, Final Environmental Impact Statement for the Brinnon (also referred to as the Pleasant Harbor Marina and Golf Resort) Master Planned Resort (2007 FEIS), and the Pleasant Harbor Marina and Golf Resort, Final Supplemental Environment Impact Statement December 9, 2015 (2015 FSEIS); and

(3) The terms and conditions of any development agreement entered into between Jefferson County and the developer.

Where conflicts occur between the provisions of this division and other applicable code provisions, applicable mitigation measures, or applicable provisions of a development agreement between Jefferson County and the developer, the more restrictive shall apply.")

- c. The Vegetation Management Plan, Appendix L to the Development Agreement,
 - d. The Water Quality Management Plan, Appendix N to the Development Agreement, as amended (WQMP).
 - e. The Neighborhood Water Supply Plan, Appendix O to the Development Agreement, as amended;
 - f. The Groundwater Monitoring Plan, attached as Appendix A to Neighborhood Water Supply Plan, Appendix O to the Development Agreement;
 - g. The Wildlife Management Plan, Appendix P to the Development Agreement, as amended;
 - h. The Cultural Resources Management Plan, Appendix Q to the Development Agreement;
 - i. The Tunicate Monitoring Plan, Appendix R to the Development Agreement, as revised;
 - j. The International Dark Sky Plan, Appendix S to the Development Agreement; and,
 - k. The LEED Narrative, Appendix T to the Development Agreement
4. PHMPR shall comply with all conditions and requirements of Ordinance 01-0128-08.²
5. PHMPR shall comply with all mitigation measures required in the November 27, 2007, Final Environmental Impact Statement for the Brinnon (also referred to as the Pleasant Harbor Marina and Golf Resort) Master Planned Resort (2007 FEIS), and the Pleasant Harbor Marina and Golf Resort, Final Supplemental Environment Impact Statement December 9, 2015 (2015 FSEIS).³
6. PHMPR shall preserve Kettle B by preventing it from being used for any stormwater storage.⁴
7. For any violation of water quality criteria, PHMPR shall:
- a. Take immediate steps to correct the violation and shall remedy any impact to water quality caused by the MPR;⁵ and,

² JCC 17.60.060 (Requirements).

³ JCC 17.60.060 (Requirements)

⁴ See Section 4.1 of the Development Agreement.

⁵ Development Agreement, WQMP, Section VI.

- b. Modify existing best management practices or apply further water pollution control measures, selected or approved by the Washington Department of Ecology or JCQW, to achieve compliance with water quality criteria.⁶
8. PHMPR shall conduct all environmental sampling and testing pursuant to the Quality Assurance Project Plan (QAPP) dated May 21, 2024, modified to add the requirement in Section IX of the WQMP that requires that "Sampling results must be reported to JCQW immediately, but no later than within 48 hours after receipt by the Resort." QAPP, Section IX.⁷

BMPs that Apply During the Pre-Construction Phase

9. As required by JCC 17.80.020, the southern shoreline abutting Hood Canal has been put into a permanent conservation easement from the ordinary high water mark to 200 feet landward.⁸
10. Though located between these two public beaches, access to the public beaches on the trail from the Property has been prohibited and will continue to be prohibited permanently.⁹
11. Surface water sampling shall be conducted on a quarterly basis until construction begins for the proposed south development.¹⁰
12. Buffers and setbacks are required by Division II of Chapter 17 JCC or under Title 18 JCC apply to the MPR-OSR zone.¹¹ Setbacks and buffers (as well as conservation easements) will be marked and double-fenced (with a silt fences and land disturbance barrier) prior to the start of the construction phase.

BMPs that Apply During the Construction Phase

13. PHMPR shall provide erosion and sedimentation control during construction consistent with an approved Stormwater Permit issued by Jefferson County and a Construction Stormwater General Permit issued by the Washington Department of Ecology. Any conditions attached to either permit shall be followed and TESC measures shall be inspected regularly and maintained for the duration of construction.¹²
14. PHMPR shall comply with the County Stormwater Management requirements in JCC 18.30.070.¹³
15. The construction period work shall follow the 2019 Stormwater Management Manual for Western Washington ([SWMMWW](#)) with 2022 [errata](#), including development of project

⁶ Development Agreement, WQMP, Section VI.

⁷ Development Agreement, WQMP, Section XA.

⁸ JCC 17.80.020 (Required mitigation measures during development and operations)

⁹ See Section 4.1 of the Development Agreement.

¹⁰ From Section 5.3 of June 5, 2024 Krajan & Associates, Inc. Report.

¹¹ JCC 17.70.010 (Open Space Reserve (MPR-OSR)).

¹² From Section 5.3 of June 5, 2024 Krajan & Associates, Inc. Report.

¹³ See Section 8.3.1 of the Development Agreement.

specific stormwater pollution prevention planning (SWPPP) requirements of the National Pollutant Discharge Elimination System (NPDES) Construction Stormwater General Permit (CSWGP) issued by the Washington Department of Ecology.¹⁴

16. Land clearing and grading shall be performed in accordance with the drainage report and Temporary Erosion and Sedimentation Control (TESC) Plan, dated Fall and Winter 2013 to 2014 (as may be modified by agreement of Jefferson County and PHMPR), as required for all land disturbing activities requiring a clearing and grading permit. Some items required to be in the TESC Plan may not be known during the design phase and shall be added to the TESC plan or site log book after the pre-construction meeting or as needed during construction.¹⁵
17. Surface water sampling shall occur during a monthly basis during construction and shall continue on a monthly basis after construction until modified by the County.¹⁶
18. Source control BMPs shall be established 90-days prior to close-out of the Construction Stormwater Permit issued for the MPR.¹⁷

BMPs that Apply During the Operation Phase

19. Permanent control of stormwater runoff from the MPR will be developed through selection of appropriate BMPs and other measures to reduce and control the on-site and off-site impacts of the MPR.¹⁸
20. Kettle B shall be preserved and, per Section 5 of the Development Agreement, shall be managed with the required Kettle Management Plan.

Marina Operation BMPs

21. All stormwater from impervious surfaces shall be captured and treated according to the BMPs the redevelopment of the marina. Any change in marina operations that results in additional stormwater discharges must be addressed consistently with the most current edition of the Stormwater Management Manual for Western Washington before discharge.¹⁹
22. There shall be no discharge of sewage or contaminated bilge waters at the marina.²⁰
23. Pump out facilities shall be provided and operational at all times.²¹

¹⁴ From Section 5.3 of June 5, 2024 Krazan & Associates, Inc. Report.

¹⁵ From Section 5.3 of June 5, 2024 Krazan & Associates, Inc. Report.

¹⁶ From Section 5.3 of June 5, 2024 Krazan & Associates, Inc. Report.

¹⁷ See Section 5 of the Development Agreement.

¹⁸ From Section 5.3 of June 5, 2024 Krazan & Associates, Inc. Report.

¹⁹ JCC 17.80.020 (Required mitigation measures during development and operations).

²⁰ JCC 17.80.020 (Required mitigation measures during development and operations).

²¹ JCC 17.80.020 (Required mitigation measures during development and operations).

24. Cleaning of fish or sea life shall be prohibited within the controlled access areas of the marina.²²
25. All project permits shall incorporate shellfish protection district guidelines.²³
26. The marina shall have the right to inspect any vessel moored at its docks.²⁴
27. The marina shall develop and manage an active boater education program appropriate to the marina setting to supplement any **Jefferson County** program developed as part of the shellfish protection district.²⁵
28. New or significant expansions to existing fuel storage or transfer shall be prohibited on marina floats, docks, piers, and storage lockers.²⁶
29. No storage of oily rags, open paints, or other flammable or environmentally hazardous materials except emergency equipment as approved in the emergency service MOU shall be permitted on the docks.²⁷
30. Painting, scraping, and refinishing of boats shall be limited to minor repairs when in the water, which do not result in any discharge to the waters of the harbor.²⁸
31. Any minor repairs must employ a containment barrier that prevents debris from entering the marine waters.²⁹
32. Shellfish harvesting notices and information will be available at the resort at specific locations, such as the marina, maritime village and at the conference center.³⁰
33. The marina operations shall incorporate mitigation requirements consistent with **Jefferson County's** shellfish protection plan, and shall integrate a boater education program into a marina public education plan, which shall be implemented and maintained for so long as the resort is in operation, as part of a resort habitat management plan.³¹
34. The marina operations shall collect water quality data (from state sources so long as available or from approved testing plan should the state sources move or not accurately reflect Pleasant Harbor conditions), and shall be required to participate with **Jefferson County** in an adaptive management program to eliminate, minimize, and fully mitigate any changes arising from the resort and related Pleasant Harbor or maritime village.³²

²² JCC 17.80.020 (Required mitigation measures during development and operations).

²³ JCC 17.80.020 (Required mitigation measures during development and operations).

²⁴ JCC 17.80.020 (Required mitigation measures during development and operations).

²⁵ JCC 17.80.020 (Required mitigation measures during development and operations).

²⁶ JCC 17.80.020 (Required mitigation measures during development and operations).

²⁷ JCC 17.80.020 (Required mitigation measures during development and operations).

²⁸ JCC 17.80.020 (Required mitigation measures during development and operations).

²⁹ JCC 17.80.020 (Required mitigation measures during development and operations).

³⁰ JCC 17.80.020 (Required mitigation measures during development and operations).

³¹ From Section 5.3 of June 5, 2024 Krazan & Associates, Inc. Report.

³² From Section 5.3 of June 5, 2024 Krazan & Associates, Inc. Report.

35. The marina operations shall conduct ongoing monitoring and maintain an inventory regarding tunicates and other invasive species, and shall be required to participate with **Jefferson County** and state agencies in an adaptive management program to eliminate, minimize, and fully mitigate any changes arising from the resort, and related to Pleasant Harbor or the maritime village.³³
36. Runoff from the drive and parking area immediately adjacent to the Marina building will be collected in catch basins and conveyed to a StormFilter™ manhole where replaceable cartridges will provide filtration. This filtered runoff will be combined with roof runoff and drainage from behind the building retaining wall and discharged through an existing point discharge to Pleasant Harbor.³⁴
37. The Stormwater Site Plan, prepared for the Pleasant Harbor Marina in June 2013 and attached as Appendix E to the Development Agreement, describes the permanent stormwater control plan for those operations. Stormwater from the impervious asphalt surfaces enters two catch basins that drain into one manhole that is fitted with a StormFilter™. This BMP calls for an annual check and replacement of the filters per the manufacturer's specifications.³⁵

Main Resort Operation BMPs

38. PHMPR shall ensure that golf course operations comply with the best practice standards of the King County Best Management Practices for Golf Course Development and Operation (1993), or their substantial equivalent, including, but not limited to, American Golf Association standards.³⁶
39. PHMPR shall ensure that golf course and resort facilities will participate in any adaptive management programs required by **Jefferson County**, consistent with the WQMP and any changes caused by the resort operations.³⁷
40. Stormwater discharge from the golf course shall meet requirements of zero discharge into Hood Canal. To the extent necessary to achieve the goal of designing and installing stormwater management, infrastructures and techniques that allow no stormwater run-off into Hood Canal shall be used.³⁸
41. PHMPR shall ensure that golf course shall implement as a best management practice for the operation and maintenance of the golf course a requirement to maintain a log of fertilizers, pesticides and herbicides used on the MPR, and this information shall be made available to the public.³⁹

³³ From Section 5.3 of June 5, 2024 Krazan & Associates, Inc. Report.

³⁴ From Section 5.3 of June 5, 2024 Krazan & Associates, Inc. Report.

³⁵ From Section 5.3 of June 5, 2024 Krazan & Associates, Inc. Report.

³⁶ JCC 17.80.020 (Required mitigation measures during development and operations).

³⁷ JCC 17.80.020 (Required mitigation measures during development and operations).

³⁸ JCC 17.80.020 (Required mitigation measures during development and operations).

³⁹ JCC 17.80.020 (Required mitigation measures during development and operations).

42. PHMPR shall collaborate at least annually with the Climate Action Committee or its successor to calculate greenhouse gas emissions (GHGs) associated with the Pleasant Harbor MPR, and identify techniques to mitigate such emissions through sequestration and/or other acceptable methods.⁴⁰
43. In keeping with an approved landscaping and grading plan, and in order to satisfy the intent of JCC 18.15.135(6), and with special emphasis at the maritime village, the buildings in the MPR should be constructed and placed in such a way they will blend into the terrain and landscape with park-like green belts between buildings.⁴¹
44. Construction of buildings within the MPR boundaries shall strive to preserve trees that have a diameter of 10 inches or greater at breast height (dbh). An arborist will be consulted and the critical root zone shall be staked and flagged to ensure the roots and surrounding soils of significant trees are protected during construction. To the extent possible, trees of significant size (i.e., 10 inches or more in diameter at breast height (dbh)) that are removed during construction shall be made available with their root wads intact for possible use in salmon recovery projects.⁴²
45. All development within the MPR shall use the International Dark Sky Association (IDA) Zone E-I standards within the boundaries of the Pleasant Harbor MPR.⁴³
46. PHMPR shall, at its expense, incur all costs for stewardship of the conservation easements including but not limited to removing, when appropriate, naturally fallen trees, and replanting to retain a natural visual separation of the development from U.S. Hwy 101.⁴⁴
47. For the main Resort development, source control BMPs will be selected to provide permanent (or operational) stormwater controls that comply with Minimum Requirements of the 2019 Stormwater Management Manual for Western Washington (SWMMWW) with 2022 errata. For the new and replaced hard surfaces and the converted vegetation areas. These areas may include surface water runoff and infiltration to groundwater through retention swales or ponds, this is required if new development creates 5,000 square feet of impervious surfaces, or converts $\frac{1}{4}$ acres, or more, of vegetation to lawn or landscaped areas (such as the golf course).⁴⁵
48. PHMPR shall operate the MPR in accordance with the Wastewater Treatment Plan, Appendix I to the Development Agreement.⁴⁶
49. PHMPR shall operate the MPR in accordance with the Vegetation Management Plan, Appendix L to the Development Agreement.⁴⁷

⁴⁰ JCC 17.80.020 (Required mitigation measures during development and operations)

⁴¹ JCC 17.80.020 (Required mitigation measures during development and operations)

⁴² JCC 17.80.020 (Required mitigation measures during development and operations)

⁴³ JCC 17.80.020 (Required mitigation measures during development and operations)

⁴⁴ JCC 17.80.020 (Required mitigation measures during development and operations)

⁴⁵ From Section 5.3 of June 5, 2024 Krazean & Associates, Inc. Report.

⁴⁶ JCC 17.60.060 (Requirements).

⁴⁷ JCC 17.60.060 (Requirements).

50. PHMPR shall operate the MPR in accord with Water Quality Management Plan, Appendix N to the Development Agreement, as amended (WQMP).⁴⁸
51. PHMPR shall operate the MPR in accord with the Water Quality Monitoring Plan attached as Appendix N and the Neighborhood Water Supply Program attached as Appendix O to the Development Agreement. This includes the protection of groundwater.⁴⁹
52. PHMPR shall operate the MPR in accord with Neighborhood Water Supply Program, Appendix O to the Development Agreement.⁵⁰
53. PHMPR shall operate the MPR in accord with the Groundwater Monitoring Plan, attached as Appendix A to Neighborhood Water Supply Plan, Appendix O to the Development Agreement.⁵¹

Prior to the issuance of a certificate of occupancy, the parties shall review and modify as necessary the BMPs that apply during the operation phase. **BMPs for Annual Review and Adaptive Management**

54. The BMPs shall be reviewed annually by PHMPR.⁵² A report discussing PHMPR's annual review with any recommendations for change shall be provided to JCQW on or before January 1, of each year. JCWC shall comment on the recommendations and propose any revisions on or before March 1 of each year. JCWC and PHMPR shall agree on any modifications by March 30 of each year. If there is no agreement by March 30 of each year on proposed modifications, the parties shall submit issue for dispute resolution pursuant to this Agreement.
55. Adaptive management shall be applied during all phases⁵³ to prevent or remediate discharges from the MPR that may result in a violation of the Washington State antidegradation policy reflected in RCW 90.48.080, as implemented in Chapter 173-200 WAC for groundwater and in Chapter 173-201A WAC for surface water.⁵⁴

⁴⁸ JCC 17.60.060 (Requirements).

⁴⁹ JCC 17.60.060 (Requirements).

⁵⁰ JCC 17.60.060 (Requirements).

⁵¹ JCC 17.60.060 (Requirements).

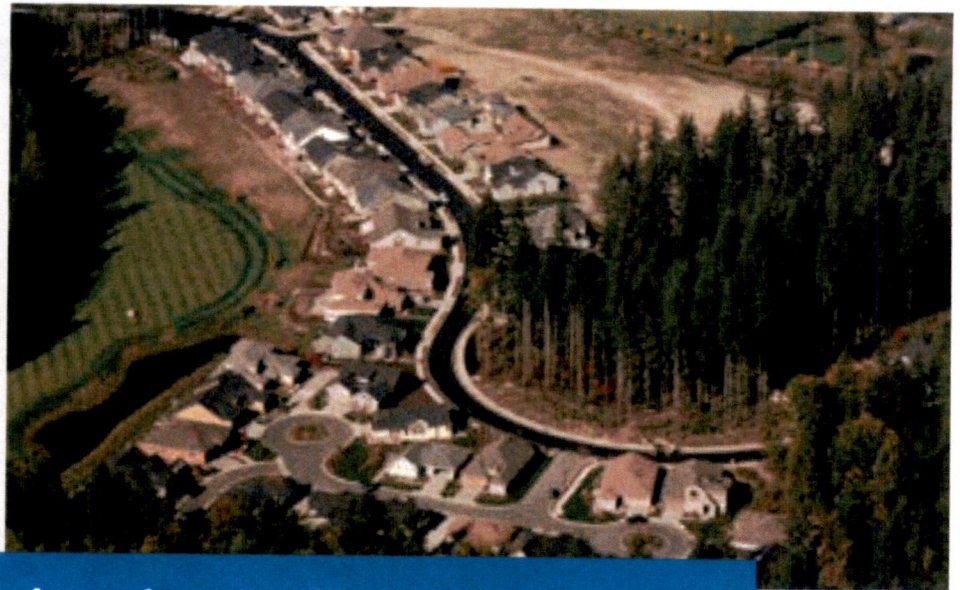
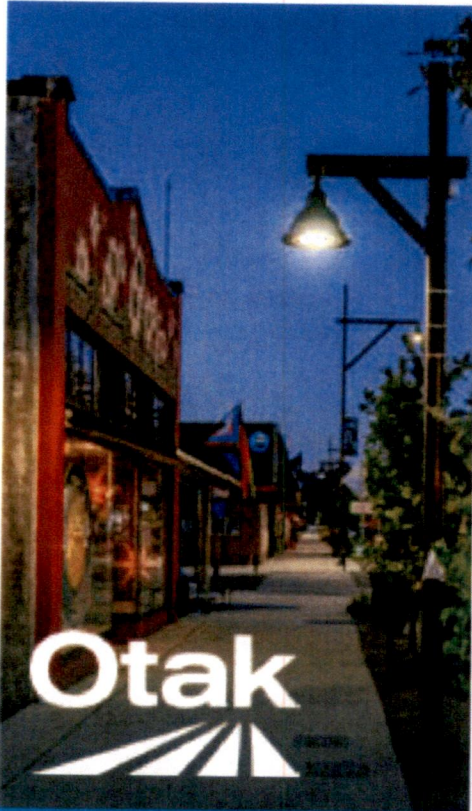
⁵² Development Agreement, WQMP, Section VI.

⁵³ JCC 17.80.020; Section 8.86 of the Development Agreement; and, Section II of the WQMP.

⁵⁴ JCC 17.80.020.

Attachment 2

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Planning. Design. Engineering. Project Management.



At Otak, we imagine, plan, and create exceptional places that add to the greater good of the communities where we enjoy life. Our planning, design, engineering, architecture, and construction management professionals take their responsibility to future generations seriously.

In 1981, Otak's founders set out to create a premier interdisciplinary engineering and architecture firm. Since its inception, Otak has grown into a company with a strong reputation for excellence in smart growth planning, sustainable design and development, and innovative transportation solutions.

With a team of interdisciplinary experts, Otak adds diverse experience and a forward-thinking approach to every project. Creativity, integrity, and skill have guided Otak's efforts as an award-winning firm.

CONTACT

Cristina Haworth, AICP, Otak, (425) 250-5381

IMAGES PICTURED ABOVE

Row 1: Swift BRT Orange Line | Moshier Park | UW-Bothell Husky Village Housing
Row 2: Tolt Avenue (SR 203) Central Business District | Trilogy at Redmond Ridge

Our Services



Architecture



Civil and Structural
Engineering



Landscape
Architecture



Planning and
Urban Design



PM/CM and
Owner Representation



Survey and
Mapping

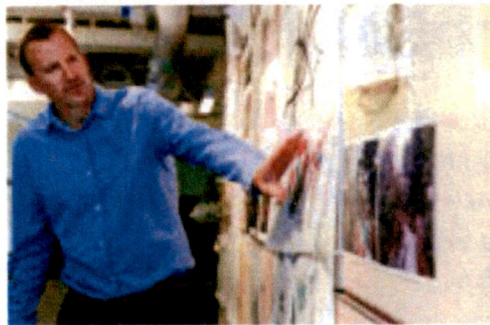
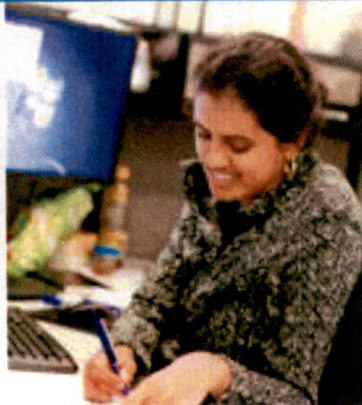


Transportation



Water and
Natural Resources

Our Team



Our people are passionate and committed to the pursuit of practice excellence—through continuous growth, development, and improvement we reach for innovative yet practical solutions. We are a design-focused company with the ability to deliver our clients' projects from conception through construction.

Our firm's diverse set of skills and collaborative atmosphere support a wide range of specializations, including:

- Regional Planning
- Public Infrastructure
- Recreational Facilities
- Mixed-Use, Residential, and Commercial Development



Team Resources

PROJECT ORGANIZATIONAL CHART

PROJECT DIRECTION

JEFFERSON COUNTY

CONTRACT MANAGEMENT

Cristina Haworth, AICP
PROJECT MANAGER & SENIOR PLANNER

Additional resources available if needed.

320 staff company-wide with additional expertise in structural engineering, landscape architecture, architecture, surveying, GIS, graphics/renderings, community engagement, and construction management.

TEAM RESOURCES

CIVIL ENGINEERING

CIVIL TEAM LEAD

Jeff Massie, PE, PMP

SITE, ROADWAY, WATER, SANITARY SEWER

Touta Phengsavath, PE
Anny Ly, PE
Joe Schober, EIT

WATER RESOURCES AND STORM DRAINAGE

Charles Dewey, PE, ENV SP
Melissa Henrikson, EIT

PLANNING

PLANNERS

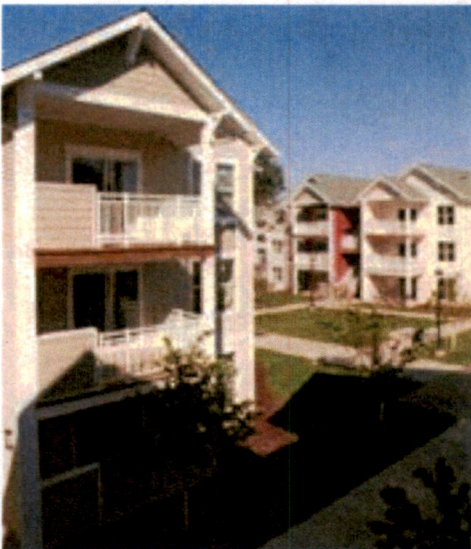
Emily Larson
Sarah Diekroeger

NATURAL RESOURCES

SCIENTISTS

Jeff Gray, PWS
Kevin Corrigan
Jaimee Cornwell

Resumes follow for our core services team.



IMAGES PICTURED ABOVE

Row 1: Oregon City Golf Course | Redmond Central Connector Trail | Yards at Union Station TOD, Portland
Row 2: Plum Meadows Master Planned Community, Vancouver, WA | SeaTac South Station Subarea Plan (Otak rendering)





Resumes

Cristina Haworth AICP

Project Manager and Senior Planner



Cristina is a land use planner and project manager with 11 years of experience helping clients manage growth and make better use of their land and public spaces. She has worked on complex integrated planning and zoning initiatives at citywide, subarea, district, and neighborhood scales and is familiar with land use and development law, including Washington's Growth Management Act and SEPA, and regional planning frameworks such as Puget Sound Regional Council's Vision 2050. She specializes in development services support at scales ranging from minor additions to single-family residences to regionally significant transportation projects and regularly supports code audits and amendments in partnership with city staff. Cristina is proficient in virtual and in-person outreach techniques that foster inclusion and engage underserved and underrepresented communities.

EDUCATION

MA, Planning (University of Pennsylvania)

Certificate, GIS and Spatial Analytics (University of Pennsylvania)

BA, Community, Environment, and Planning (University of Washington)

REGISTRATIONS & CERTIFICATIONS

American Institute of Certified Planners

Selected Project Experience

Pleasant Harbor Master Planned Resort, Consultant Planner; Jefferson County, WA

Project Manager/Senior Planner—Cristina serves as the consultant planner identified in the Future Staffing and Consultant Agreement for the Pleasant Harbor Master Planned Resort (PHMPR) project, working on behalf of Jefferson County to review and process applications to implement the PHMPR. Cristina determines compliance with the development agreement and other governing documents and codes, tracks conditions of approval, and coordinates reviews by other staff, departments, and consultants. Cristina also works closely with County staff and the developer to proactively address permitting challenges.

King County Metro South Annex Base Permitting Support; Tukwila, WA

Senior Planner—Through Vanir, Cristina provides permitting support to King County Metro staff, facilitating the review of Metro's South Annex Base project. The South Annex Base is a new all-electric bus operations and maintenance facility that consists of an operations and offices building, bus maintenance facilities, vehicle wash facilities, and electric charging equipment including gantry-mounted battery chargers. Site development also includes daylighting Riverton Creek. Cristina reviews project changes, identifies potential impacts to permit processing, and recommends potential strategies to reduce project schedule impacts.

Westport Golf Links Permitting Support; Westport, WA

Senior Planner—Cristina is providing permitting support services for the conceptual Westport Golf Links project to be sited in Westport Light State Park. The project will develop a new 18-hole golf resort with ancillary services and amenities. Cristina's role includes reviewing and commenting the draft EIS (prepared by others), analyzing permitting options, and working with the City and project partners to select and pursue the selected permit pathway.

On-Call Development Services; Issaquah, WA

Senior Planner—Otak provided on-call planning and development review services for a new collocated high school and elementary school project in Issaquah. Cristina and the Otak team provided code interpretation guidance, coordination and support for required community meetings, technical review of the proposed project, legal notices and processing, reviewed and analyzed public comments, developed staff reports and recommendations, communication with the applicant and with members of the public, and supported the City as needed in hearings.

On-Call Development Review and Planning Services; Mountlake Terrace, WA

Senior Planner—Otak provides on-call planning and development review services for the City for land use entitlements such as site plans, shoreline permits, subdivisions/short subdivisions, conditional use permits, variances, and state environmental compliance (SEPA) review.

Cristina and the team provide technical review of projects to evaluate compliance with City code, standards, regulations, and procedures, and support the City as needed during public hearings or related services.

On-Call Development Review; Sammamish, WA

Senior Planner—Cristina reviewed development applications for code compliance, represented staff during public hearings, and attended pre-application meetings for major mixed-use development projects on an on-call basis. During a period of staff turnover, Cristina and Otak addressed several old subdivision and short subdivision files that had been waiting for final written decisions or staff reports. Twelve in total, the task needs ranged from initial review to issuing correction letters, reviewing revisions, or writing the final report/decision.

Community Transit Corporate Headquarters; Everett, WA

Senior Planner—Otak completed design for rehabilitation of an existing 1970s two-story concrete tilt panel building to adaptively use as a new administrative headquarters for Community Transit. The project included design from programming through construction documents and consisted of renovation of 70,000 SF of unused space within an existing building Community Transit purchased. Cristina conducted permitting research and helped the team comply with Everett's municipal codes and environmental review (SEPA). This included coordinating with City staff, research of permitting requirements, finalizing the project's permitting pre-application documents, reviewing the 60% design, and coordinating permit applications for future submittal.

2024 Comprehensive Plan Update; Lake Forest Park, WA

Project Manager—Cristina led a detailed policy and code audit of the existing plan and development regulations, then facilitated Planning Commission review and discussion on an element-by-element basis to prepare a recommended draft for adoption. Her work includes education on recent legislative changes, the importance of equity and inclusion, and readiness for climate planning. Cristina also supported grant applications for middle housing funding and climate funding to support additional planning work.

Parker Property Land Use Feasibility Analysis; Sammamish, WA

Senior Planner—The City sought to purchase an undeveloped lot to create additional park space and protect a documented erosion hazard area. The property was heavily vegetated with mature forest and contained a ravine with a stream and existing crossing. Otak, as a subconsultant to the City's real estate consultant, evaluated the site's development feasibility, reviewing current zoning, critical area regulations, and road standards to determine the potential lot count for appraisal and purchase negotiations. Cristina analyzed current zoning, critical areas, and public works regulations to estimate potential density if the lot were subdivided. She also coordinated with the real estate consultant and developed a memorandum detailing her findings.

Mill Creek Boulevard Subarea Plan; Mill Creek, WA

Senior Planner—The parcels along the Mill Creek Boulevard corridor were developed in the 1980s and include numerous two-story walk-up office buildings occupied by smaller office-based businesses and single-story shopping centers. Otak helped the City to collaborate with its residents, the business community, and affected property owners to create a subarea plan that identifies the highest and best future land uses for the area. The plan addresses land use, multi-modal transportation, stormwater management, utilities, and other infrastructure, placemaking, and civic campus enhancements. Cristina reviewed permitting documents and supported community engagement efforts, including interactive workshops with diverse groups to gather input and data as well as with facilitating visioning exercises with the City's community focus groups, project advisory committee, and the Planning Commission.

Emily Larson

Senior Planner



EDUCATION

BS, Urban Planning and Sustainable Development (Western Washington University)

Emily is a senior planner with seven years of experience in code research, auditing, and amendments, permit reviews/issuance and application packaging, and creation of staff reports and hearing examiner presentations, as well as a variety of long-range planning tasks. Her code related experience spans a range of topics including land use, housing, site and plan development, building provisions, street standards, critical areas, subdivisions, and design reviews. Previous experience includes creation and review of SEPA Checklists and review and issuance of permits, including building, land use, critical areas, subdivisions, and site plan and design reviews.

Selected Project Experience

2024 Comprehensive Plan Update; Shoreline, WA

Senior Planner—Through a vigorous stakeholder engagement process, Otak is developing the updated plan, goals, policies, and other content and related analysis for land use, housing and middle housing, climate change and adaptation, environmentally critical areas, utilities, and to support capital facilities planning. Our team is integrating content by others (transportation; parks, recreation, open space, and arts; public participation outcomes) into the plan, reviewing the city's development regulations, and preparing draft amendments to be consistent with and implement the updated comprehensive plan. Emily is developing goals and policies and writing background and supporting documentation for various comprehensive plan elements.

2024 Comprehensive Plan Update; Mill Creek, WA

Senior Planner—Otak assisted the City in engaging residents, businesses, and affected property owners in preparation of a subarea plan that identifies the highest and best future land uses for the area. The plan will be the basis for amendments to the Mill Creek Comprehensive Plan and Municipal Code, which will facilitate future redevelopment within the subarea. It will evolve through a collaborative interdisciplinary approach that includes considerations related to land use, multi-modal transportation, stormwater management, utilities and other infrastructure, placemaking, and civic campus enhancements. Emily is developing goals and policies and writing background and supporting documentation for various comprehensive plan elements.

2024 Comprehensive Plan Update; Mountlake Terrace, WA

Senior Planner—Otak is developing an updated comprehensive plan, facilitating a visioning process, developing goals, policies, and other content and related analysis for land use, housing and middle housing, climate change and adaptation, environmentally critical areas, shorelines management, parks and recreation, transportation, utilities, and supporting capital facilities planning. Otak will also review the City's code and development regulations and prepare amendments to be consistent with and implement the updated Comprehensive Plan. Emily is developing goals and policies, writing background and supporting documentation for various comprehensive plan elements, and providing support to the city during meetings with the public, City Council, and various commissions.

2024 Comprehensive Plan Update and EIS; Arlington, WA

Otak is leading this Comprehensive Plan update. Arlington desires to have a well-organized and detailed plan that is user-friendly and complies with the requirements of the GMA, Puget Sound Regional Council's Vision 2050, and Snohomish County. The city would like the plan to establish clear and obtainable objectives that can be easily evaluated for their effectiveness. Emily is developing goals and policies, writing background and supporting documentation for various comprehensive plan elements, and providing support to the city during meetings with the public, City Council, and various commissions.

Sarah Diekroeger

Planner



Sarah has two years of experience supporting the evaluation, design, and construction of planning projects across the Puget Sound. She has led coordination for policy research and legislative analysis of bills that impact Washington's water quality, tracked and reported data that includes chart and graphic creation, program-wide water quality and performance metrics. She has utilized ArcGIS Online to develop interactive tools and portals to gather public input, as well as facilitating other methods to engage the public and a broad diversity of project interests. Sarah is dedicated to producing quality deliverables, reaching consensus between teams and stakeholders to accomplish shared goals, and has an aptitude for quickly learning new information, programs, and organizational operations.

EDUCATION

MUP, Urban Planning
(UCLA)

BA, Environmental Studies
(University of Michigan)

Selected Project Experience

2024 Comprehensive Plan Update; Mountlake Terrace, WA

Planner—Otak is developing an updated comprehensive plan, facilitating a visioning process, developing goals, policies, and other content and related analysis for land use, housing and middle housing, climate change and adaptation, environmentally critical areas, shorelines management, parks and recreation, transportation, utilities, and supporting capital facilities planning. Sarah is assisting with the entire comprehensive plan update. She is writing content for the introduction and environment elements, developing graphics and narrative for the community profile, and assisting with community engagement and outreach efforts. Sarah is also developing an online open house for public feedback and writing the EIS.

2024 Comprehensive Plan Update; Mill Creek, WA

Planner—Otak assisted the City in engaging residents, businesses, and affected property owners in preparation of a subarea plan that identifies the highest and best future land uses for the area. The plan will be the basis for amendments to the Mill Creek Comprehensive Plan and Municipal Code, which will facilitate future redevelopment within the subarea. It will evolve through a collaborative approach that includes considerations related to land use, multi-modal transportation, stormwater management, utilities, infrastructure, placemaking, and civic campus enhancements. Sarah is responsible for the environment element of the update, is drafting environment goals and policies, and providing graphics for the community profile.

2024 Comprehensive Plan Periodic Update; Arlington, WA

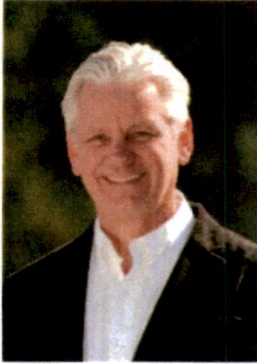
Planner—Otak is leading this comprehensive plan update to create a well-organized, detailed comprehensive plan that is user-friendly and complies with requirements of GMA, PSRC Vision 2050, and Snohomish County Countywide Planning Policies. The comprehensive plan will establish clear and obtainable objectives that can be easily evaluated for their effectiveness. Sarah is providing coordination for the SEPA scoping process, is responsible for the environment, public safety, and subarea elements of the comprehensive plan, which includes writing the narrative portion of each element and drafting corresponding goals and policies.

2024 Comprehensive Plan Update; Shoreline, WA

Planner—Otak is developing an updated plan, goals, policies, and other content and related analysis for land use, housing/middle housing, climate change and adaptation, environmentally critical areas, utilities, and to support capital facilities planning. Sarah is assisting with public engagement events, developing graphics and narrative for a demographic community profile, and helping write the goals and policies for the environment element of the plan.

Jeff Massie PE, PMP

Civil Engineering Lead/Project Manager



EDUCATION

BS, Civil Engineering
(Washington State
University)

REGISTRATIONS & CERTIFICATIONS

Professional Engineer

Project Management
Professional

Jeff is a senior project manager and civil engineer with over 35 years of experience. He has a broad background consisting of managing a variety of large and small roadway, nonmotorized, transit, stormwater management, site development, wastewater, solid waste, and park projects. Jeff's Project Management Professional (PMP) certification helps him lead teams and monitor and control project performance to complete projects on time, on budget, and meeting the client's goals. His attention to detail and strong project management abilities leads to accurate PS&E packages, constructed with few, if any, change orders. Jeff's experience primarily includes roles as project manager but has also involved serving as a construction resident engineer, transportation design engineer, and resource manager.

Selected Project Experience

2024 Comprehensive Plan Update and EIS—Arlington in Motion, 2044 and Beyond; Arlington, WA

Project Engineer—The City hired Otak to develop a well-organized and detailed comprehensive plan that is user-friendly and complies with the requirements of the Growth Management Act and Puget Sound Regional Council Policy Vision 2050, and Snohomish County Countywide Planning Policies. The comprehensive plan should establish clear and obtainable objectives that can be easily evaluated for their effectiveness. As an urban edge City in Snohomish County with ready access to recreation opportunities in the North Cascades, the community is expected to grow from a population of 19,868 to 34,649 by 2044. Arlington seeks to retain its small town, historic character through smart growth solutions that will accommodate more people and households while protecting the environment and livability. Jeff is reviewing existing utility and transportation comprehensive plans for consistency with the overall comprehensive plans.

Operations Center; Arlington, WA

Project Manager—Snohomish County is redeveloping their 17.5-acre maintenance site to provide 10,000 SF of new administration and emergency operations center, 11,000 SF of enclosed storage, 39,000 SF of open storage, 138,000 SF of parking, and a new fleet maintenance building. Otak conducted a field review of existing County maintenance facilities, interviewed staff to understand current and future operational, equipment, and staffing needs, confirm site and building requirements, and understand functional relationships. Otak performed preliminary site analysis and prepared site layout alternatives, a technical memorandum with narrative on aspects of the alternatives, and cost estimates. The discipline reports include stormwater; architecture; geotechnical for pavement, foundation, and seismic event resistance recommendations; and soil and groundwater contamination and remediation recommendations.

North Kitsap Service Center; Kitsap County, WA

Project Manager—Jeff is leading design of this 16-acre, \$31M facility that includes an 18,500 SF Road Maintenance Administration/Crew Office building with a vehicle maintenance shop with four heavy maintenance bays, fabrication shop, and other elements; a 7600 SF Household Hazardous Waste Collection Facility; vehicle wash; fuel station; 9,600 SF covered canopy for vehicle parking and materials storage; and other road maintenance program elements. Jeff leads the multidisciplinary team of civil, stormwater, mechanical/electrical/plumbing, structural, and industrial, engineers; architects; landscape architects; onsite sewage system designers; scientists; planners; and household hazardous waste consultants in the preparation of preliminary and final design plans, specifications, and estimates.

156th Street NE Widening; Marysville, WA

Project Manager—Otak is leading design of this project to widen 156th Street NE from three to five lanes from Smokey Point Boulevard to west of Hayho Creek. The project will build out the south side of the roadway to remove a bottleneck along the arterial. The half-road widening improvements will include an additional two lanes, curb and gutter, landscape strip, sidewalk, retaining wall, stormwater conveyance, illumination, signage, and pavement markings. The sidewalk on the north side of the roadway will be widened to accommodate a multi-use pathway for bicyclists and pedestrians. Otak's scope includes project management; project documentation review; additional geotechnical investigation and analysis; topographic mapping updates; utility coordination; environmental review and regulatory permit support; preparation of 30, 75, and 100 percent construction contract plans, specifications, and estimate for the civil, stormwater, structural, landscape, illumination, and signal elements; acquiring property rights; and providing support during contract bidding. Jeff is providing project management services including internal team meetings, communication with the client, and monitoring and controlling scope, schedule, and budget.

NE 40th Street Stormwater Trunk Extension; Redmond, WA

Assistant Project Manager—The project includes a new portion of trunkline extending to a new outfall at Lake Sammamish, upgrades to the existing 42-inch diameter trunkline to accommodate a 50-year flood event, flow splitter and outfall dissipation structures, and bioretention facilities to provide water quality treatment of roadway. This included over 1,400 linear feet of 42-inch HDPE pipe, 300 linear feet of 12-inch waterline relocation, signal modifications, franchise utility relocations, and restoration of the roadway and sidewalk. Jeff provided design and construction project administration, construction project manual preparation, and construction technical support services.

South 144th Way Roadway Improvements; Burien, WA

Assistant Project Manager—The project widens and adjusts the alignment of South 144th Way between South 146th Street and Des Moines Memorial Drive, meeting current standards for increased truck traffic, improving sight distance at the Miller Creek Trail crossing, and providing bicycle and pedestrian routes through the area. The project also replaces the Miller Creek culvert with a fish-passable design and stream grading, stormwater conveyance and water quality treatment facilities, lightweight fill over existing utilities, illumination, and landscape improvements. Otak provided planning, survey, roadway, stormwater and structural design, environmental documentation and permitting, utility coordination, grant support, bid support, and full construction management services. Jeff wrote a successful application for a \$3.6M Transportation Improvement Board grant.

Swift BRT Orange Line; Snohomish County, WA

Project Manager—Otak performed the design, property rights acquisition, permitting, and environmental review of this BRT project, and provided construction engineering support. The Orange Line spans 11 miles from Lynnwood to Mill Creek and consists of 20 stations and two termini. The western terminus at Edmonds College involved reconfiguring the transit center at the entrance to the college. The eastern terminus at McCollum Park involves coordination with Snohomish County Parks and Solid Waste as it is located on a reclaimed landfill currently repurposed as a park and transit park-and-ride. The stations include displays for real time bus schedule updates, pre-boarding payment vending machines and ORCA card readers, and raised platforms match the coach loading floor height. Jeff's provided reviews and responses to RFIs and material and construction method submittals; construction field engineering support to supplement third party construction management and inspection; providing solutions to changed conditions; and continued permit support with the multiple jurisdictions in which the project is located.

Touta Phengsavath PE

Civil Engineer (Site, Roadway, Water, and Sanitary Sewer)



EDUCATION

BS, Civil Engineering
(University of Washington)

REGISTRATIONS & CERTIFICATIONS

Professional Engineer

Touta is a senior project engineer with 26 years of experience. This includes roadways, trails, sanitary sewers, watermain, surface water management, hydraulic design projects, and site development. His work has included design, preparation of plans, specifications and cost estimates, utility and agency coordination, and construction observation for federally and non-federally funded projects. He is familiar with storm drainage analysis and has been responsible for plan review and permit issuance for several municipalities.

Selected Project Experience

Olympic Discovery Trail, Anderson Lake Connection; Jefferson County, WA

Project Engineer—Otak is leading the design and permitting for this new three-mile segment of the Olympic Discovery Trail near Chimacum. This new segment of trail will accommodate pedestrians, runners, bicyclists, equestrians, and other nonmotorized, recreational trail users. Otak's design work includes trail layout and grading, storm drainage, retaining walls, trail amenities, a signalized crossing of SR 20, and restoration/landscape design. The environmental permitting includes wetland mitigation restoration that will be completed within the project site limits. Touta is completing plans, specifications, and construction cost estimates to accommodate construction in 2025, including compliance with federal funding requirements.

180th Street SE Improvements; Snohomish County, WA

Project Engineer—Otak designed the reconstruction of 180th Street SE from SR 527 to 35th Avenue SE, 1.25 miles in length. The project provided an opportunity to deliver improved mobility, safety improvements, pedestrian/bicycle improvements, and neighborhood access. It widens the roadway section from two/three lanes to five with bicycle lanes, curb, gutter, sidewalks, and planter strips. The project also included culvert upgrades, a stream relocation, retaining walls, signal improvements, and utility relocation. Touta led the preliminary layout design, prepared construction plans, specifications, and cost estimates, and provided utilities coordination. He also coordinated the design effort between disciplines and subconsultants.

Woodside; King County, WA

Project Engineer—Touta assisted with grading and drainage for this development completed through a County program that allowed urban residential density on one-fifth of the total site acreage in exchange for dedicating the remaining four-fifths as open space. Otak provided master planning and engineering for development of 475 single-family homes. The project also involved off-site improvements including design of a neighborhood collector road through an existing park for access to the site. Planning and engineering design was integrated to protect sensitive areas and maintain runoff water quality while providing a functioning community with recreational opportunities such as parks and trail system.

Arbors at Pine Lake; Sammamish, WA

Project Engineer—Touta assisted with the water and sewer design for this eight-acre residential development. The City of Sammamish contracted with the private development client to take charge of the water and sewer design needs. Otak provided development services for the 9-acre parcel known as Arbors at Pine Lake, located in the City of Sammamish. Otak provided surveying, planning, civil engineering, and landscape architecture support for the development of 26 residential lots, including design of roadway improvements, stormwater conveyance and treatment facilities, water and sewer systems, and a neighborhood park. The developer extended our design and permit support contract to include construction services.

Trilogy at Redmond Ridge; King County, WA

Project Engineer—As part of this large 1,050-acre development, Touta provided engineering design on several phases. He assisted in the storm bypass design by an unnamed creek in the development. He also provided drainage improvement and layout design for the NE 133rd Street widening. For Division 1, he prepared storm drainage design, layout, and provided utilities coordination. For Novelty Hill Road improvements, he assisted with grading and drainage design.

Husky Village Redevelopment; Bothell, WA

Project Engineer—This project involves redeveloping the 4.4-acre Husky Village student housing site to provide three new multi-story buildings combined with office and commercial uses and a new on-site dining facility. Work involved widening 950 feet of Beardslee Boulevard to provide one additional eastbound travel lane and eliminating the eastbound on-street bicycle lane and constructing a new shared-use nonmotorized trail. The trail is separated from the new curb and gutter by landscaping. Additional work included coordination with Sound Transit regarding future transit stops, overlaying existing eastbound travel lane, signal modifications and illumination, a new storm drain collection, conveyance, detention, and water quality treatment system, utility undergrounding, and construction engineering support. Touta provided engineering expertise and design guidance to the team and QA/QC of the construction documents.

Bothell City Hall/City Center; Bothell, WA

Project Engineer—This project includes complete redevelopment of the existing City Hall block to provide a new City Hall and City Center, along with building pads for future private development. Otak is part of a develop-design-build team, led by Vulcan, Inc. and GLY Construction, selected to design and construct the project. The project includes a new, larger City Hall, approximately 100,000 SF of mixed-use commercial development, a public plaza, public art, and a 300-stall underground parking garage. The new City Hall will replace an 11,000 SF building constructed in 1939 that the City has outgrown and that requires major maintenance and renovations. Otak is serving as the lead civil engineering consultant responsible for demolition, TESC, site layout, site grading, storm drainage, water and sanitary sewer utilities, parking/pavement, and franchise utility coordination. Additional project elements include frontage improvements (curb, gutter, hardscape) along the entire City block, offsite utility extensions, and the preparation of an early site demolition/preparation package to facilitate an aggressive construction schedule.

South 144th Way Roadway Improvements; Burien, WA

Project Engineer—This project included widening and realignment of South 144th Way between South 146th Street and Des Moines Memorial Drive to meet current standards for increased truck traffic, improve sight distance at the Miller Creek Trail crossing, and provide bicycle and pedestrian routes through the area. It also replaced an existing culvert with a fish passable culvert, including stream grading, stormwater conveyance and water quality treatment facilities, lightweight fill over existing utilities, illumination, and landscape improvements. Touta provided design engineering expertise and prepared construction plans, specifications, and cost estimates, provided utilities coordination, and led and coordinated the design effort between disciplines and subconsultants.

1st Street and Avenue D Intersection Improvements; Snohomish, WA

Project Engineer—Touta provided intersection and drainage design for this intersection that serves as an entrance to the City of Snohomish, its antique market/historical district, and a future riverfront development area. A proposed four-legged signal system created an immediate improvement for traffic flow, as well as addressed the future needs for vehicular, pedestrian, and bicycle traffic. Work included identifying project needs, goals, and design criteria; designing signalization and channelization; and enhancing the cohesiveness of the historic district through hardscape and landscape features.

Anna Ly PE

Civil Engineer (Site, Roadway, Water, and Sanitary Sewer)



EDUCATION

BS, Civil Engineering (New York University Polytechnic School of Engineering)

REGISTRATIONS & CERTIFICATIONS

Professional Engineer

Anna is a senior civil engineer with 18 years of experience. This includes design of roadways, sidewalks and trails, plazas, parking lots, storm drainage, and water and sanitary sewer systems, surface water management, and utility undergrounding. Her work has included design, preparation of plans, specifications and cost estimates and utility and agency coordination for local agency clients.

Selected Project Experience

Community Transit Corporate Headquarters; Everett, WA

Project Engineer—Otak completed design for rehabilitation of an existing 1970s two-story concrete tilt panel building to adaptively use as a new administrative headquarters for Community Transit. The project includes full design from programming through construction documents. The project consists of complete renovation of 70,000 SF of currently unused space within an existing building Community Transit purchased several years ago. Services include architecture, space planning, structural engineering, plumbing design, electrical engineering, lighting design, mechanical engineering, civil engineering, landscape architecture, geotechnical engineering, exterior lighting and surveillance, computer operations design, interior design, furniture selection, and cost estimating. Anna coordinated with other disciplines (architect, landscape, water resources, and structural) to provide site civil design. Tasks included parking layout and grading design, evaluation of existing site utilities, site drainage design, and preparation of specifications and cost estimate to take the design from preliminary to final, and construction engineering support.

Jasmine Tower; Seattle, WA

Project Engineer—Otak is currently preparing design and permitting documents for the Jasmine Tower, a 17-story, mixed-use, multifamily building in the heart of the International District. Our civil team is executing right-of-way improvements design including streetscaping, illumination, and stormwater in accordance with SDOT's Streets Illustrated Standards. Otak is also working with the International District Special Review Board to ensure compatibility with Director's Rule 12-2010 on the Maynard Avenue South and South Lane Street Streetscape Concept Plan. Anna prepared the preliminary site plan and cost estimate.

Cleveland Street Sewer System Replacement and Stormwater Separation; Everett, WA

Project Engineer—Otak led the design and installation of sewer replacements and a new separated storm drainage system of the existing 100-year-old combined sewer system. Project elements include 5,500 LF of 8- to 18-inch sewer pipe replacement with manhole structures; connection/replacement of more than 90 side sewers; over 5,000 LF of 8- to 24-inch new separated stormwater system with over 74 stormwater/water quality treatment structures; and street and sidewalk restoration. Services included preparation of construction plans, specifications, and cost estimates. Anna assisted with design to make sure proposed utilities were within the required clearances provided.

156th Street NE Widening; Marysville, WA

Project Engineer—Anna designed road and drainage improvements and developed correlating cost estimates in support of this effort to improve access to its growing Arlington-Marysville Manufacturing and Industrial Center area. The project provides an east-west transportation link for increased traffic flow anticipated from the future I-5 interchange, including new arterials, sidewalks, bike lanes, a multi-use path, and water, sanitary, and storm sewer extensions.

A Street Loop; Auburn, WA

Project Engineer—This project establishes a new 250-foot-long eastbound roadway connection between South Division Street and A Street SE serving vehicles, buses, and pedestrians. The project includes grading and design of a new roadway connection, maintaining existing alley access, pervious sidewalks, ADA improvements, storm drainage, infiltration, street lighting, retaining walls, environmental documentation, utility coordination with PSE and communications for pole relocation, and implementation of downtown street standards where applicable. Anna provided design per city standards and coordinated efforts with other disciplines and prepared plans and cost estimate from 30% through final design.

Alderwood Mall Parkway Improvements; Snohomish County, WA

Project Engineer—This project takes the 30% design, plans, quantities, and documents prepared by Snohomish County and carries the project forward through 60% and final design for 1,700 LF of roadway widening and associated storm drainage and fish passage stream crossing infrastructure improvements. Otak's work includes preliminary engineering analyses/concepts and design, plans and details, cost estimates, special provisions, environmental documentation support, and final design of three fish passage culvert replacements, roadway storm drainage collection and conveyance, and storm drainage detention. Anna provided stormwater design per Snohomish County standards, coordinated design with other disciplines, and prepared the drainage report.

Swift BRT Orange Line; Snohomish County, WA

Project Engineer—This 11-mile route lies within portions of Snohomish County and the cities of Edmonds, Lynnwood, and Mill Creek. It connects service to Edmonds College, Lynnwood city center, Alderwood Mall, Mill Creek, four park-and-rides, and four future Link light rail stations in Lynnwood. Project elements include a new western terminus at the Edmonds College, construction of 21 BRT stations along the corridor and one additional BRT station along the Blue Line, reconstruction of the existing transit center at the McCollum Park Park-and-Ride, and signal improvements at 14 intersections to improve transit speed and reliability. Anna provided design for the western and eastern termini and corresponding cost estimates. She also provided utility coordination with local utility companies and jurisdictions for the whole project including all the stations and termini.

City Parks Master Planning; Snohomish; WA

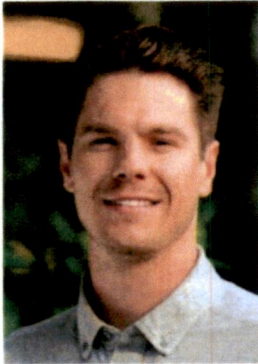
Project Engineer—Otak helped the City develop master plans, alternatives, and PS&E for three centerpiece parks (Averill Field Park, Homestead Park, and Cady Landing and Connector Bridge) with the goals of residential connectivity and environmental enhancement. The City sought to create distinct individual identities for the parks that aligned with its commitment to natural resources, community recreation, and local character and history. Our team developed three alternatives for each park that ranged in investment and development scope and showed functional options for placement, circulation, and landscape treatment. Each of these parks seeks to manage stormwater by natural methods including infiltration through pervious paving and within raingardens. This is important to help avoid directing runoff from non-pollutant-generating surfaces to the City CSO system. Anna provided design and coordinated with landscape, structural, and water resources staff to prepare 30 and 60 percent design plans for the proposed trail extension and connector bridge at Cady Landing. Work included a TESC plan, site plan, preliminary grading and drainage plans, and cost estimate.

San Juan Island National Historical Park, American Camp Visitor Center; WA

Project Engineer—Otak led this project to replace the temporary facility with a 2,300 SF permanent visitor center on the same site. The center provides space for visitor orientation, seating for an updated audiovisual program, accessible exhibits, restrooms, and office and storage space. It also includes expanded parking, an outdoor plaza for education programs, and replacement of the septic system. The visitor center, parking lot, exhibits, and restrooms will be fully accessible, allowing visitors of different abilities to learn about and experience park resources. Anna prepared quantity take-offs and helped with plan edits.

JOE SCHOBER EIT

Civil Engineering Designer (Site, Roadway, Water, and Sanitary Sewer)



EDUCATION

Bachelor of Science, Civil Engineering (Gonzaga University)

REGISTRATIONS & CERTIFICATIONS

Engineer in Training

Joe is a civil engineering designer with eight years of experience. He performs engineering support and design work for a wide range of transportation and infrastructure projects. This includes alternatives analysis, cost estimates, and design for roadway, ADA-compliant sidewalks and trails, storm drainage conveyance, grading, and temporary erosion and sediment control. He has also provided engineering support during construction including submittal review, responding to RFIs, and making site visits to answer contractor questions.

Selected Project Experience

Flowing Lake County Park Entrance Design; Snohomish County; WA

Engineering Designer—Otak provided conceptual development, design, permitting, and construction support services for the entrance redesign. The project alleviates congestion, consolidates ranger services, and provides a more efficient check-in and payment process. Conceptual alternatives include renovations to the existing entrance building and design of a new visitor facility to create a more welcoming gateway. It incorporates drive-up access, offices, and retail space. The new entrance also serves as future access to 157 acres of County property north of the exiting campground planned for future campground expansion. Joe provided civil engineering design support and construction document preparation.

Swift BRT Green Line; Snohomish County, WA

Engineering Designer—Otak completed design and permitting and provided construction engineering support for this 12-mile-long line that included construction of transit platforms and site improvements and installation of custom shelters and amenities at 33 station sites. This Line begins at Canyon Park Park-and-Ride on I-405 and extends along portions of SR 527, SR 96/132nd Street SE/128th Street SE, 128th Street SW, Airport Road, SR 526, and Seaway Boulevard to the new Seaway Transit Center. The project also included construction of roadway and signal improvements to improve transit reliability and safety in the corridor. Joe provided station, roadway, and storm drainage design, ADA-compliant ramp design, utility coordination, and construction support.

NE 171st Street Urban Parkway and Culverts; Woodinville, WA

Engineering Designer—This project converted a five-lane arterial to a two-lane urban parkway with planted median, multi-use trail, roundabouts, and provided improvements to Woodin Creek. Two culverts were upgraded to fish-passable standards and the stream channel was restored to alleviate flooding. A new stormwater trunkline, stormwater runoff treatment facilities, and stormwater conveyance improvements were also constructed to reduce flooding. Joe prepared alternatives and cost estimates for evaluation. He also provided design for roadway, ADA-compliant sidewalks and trails, storm drainage conveyance, grading, and temporary erosion and sediment control, as well as coordinating design from the other disciplines into a clear concise plan set. He contributed to the special provisions and prepared quantity takeoffs and the engineering cost estimate, and provided support during construction through submittal review, responded to RFIs and made site visits to answer contractor questions.

Tolt Avenue (SR 203) Central Business District Improvements; Carnation, WA

Engineering Designer—Otak led this project that involved preparing plans, specifications, and estimates for improvements of the Central Business District (CBD) in the heart of Carnation. Joe served as an engineering designer for improved sidewalks, curb, and transportation, as well as a festival street on Tolt Avenue and Bird Street. The CBD includes several businesses, so work required extensive coordination with owners and involvement with the City and residents. Joe utilized AutoCAD Civil 3D for design and development.

South 144th Way Roadway Improvements; Burien, WA

Engineering Designer—This project includes widening and realignment of South 144th Way between South 146th Street and Des Moines Memorial Drive to meet current standards for increased truck traffic, improve sight distance at the Miller Creek Trail crossing, and provide bicycle and pedestrian routes through the area. The project also replaces the Miller Creek culvert with a fish-passable design and stream grading, stormwater conveyance and water quality treatment facilities, lightweight fill over existing utilities, illumination, and landscape improvements. Joe provided roadway and grading design.

8th Avenue South Basin Stormwater Retrofit; Burien; WA

Construction Inspector—This stormwater trunk line expansion and replacement was partially funded by an Ecology Stormwater Program Grant and was designed to provide water quality treatment for stormwater runoff currently untreated from 80 acres of residential and commercial/light-industrial areas in the Northeast Redevelopment Area. In addition to leading design of the water quality treatment facilities and providing utility coordination and coordination with other planned work, Otak also provided full construction management services. This involved documentation including inspection reports and pay estimates, negotiating contractor change orders on the City's behalf, responding to RFIs, approving materials, and making design changes as ground water and utility conditions were better revealed during construction. Joe provided construction management services for a new 1,600 LF stormwater trunkline, including construction inspection, daily field reports, quantity tracking, and pay documentation.

NERA Miller Creek Stream Restoration; Burien, WA

Engineering Designer/Construction Inspector—This project includes two fish passable culverts under Des Moines Memorial Drive and the Miller Creek Trail as well as adding floodplain and native vegetation along the streambank. Otak prepared preliminary concepts, performed survey and full design including traffic management plans for two-stage construction of one culvert, prepared construction documents, environmental documentation and permitting, legal descriptions, and construction management services. In addition to civil design including traffic management and roadway and trail restoration plans, Joe provided construction management services including construction inspection, pay documentation, and engineering support.

King County Metro On-Call A/E Services; King County, WA

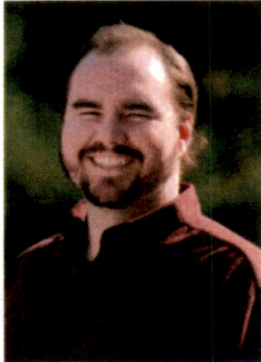
Engineering Designer—Otak was the prime contractor for a multi-year on-call agreement with King County to expand the existing Central and South Base transit facilities. Otak's tasks included analysis supporting potential land acquisition; facility planning and programming; development of detailed planning-level site and building concepts and costs; and strategic planning to prioritize different potential expansion-related projects. Otak's work included project management and coordination with various DBE/SBE subconsultants, architecture, site planning, environmental review, permitting, civil and structural engineering, and surveying. Joe provided site civil preliminary engineering design for the South Base Annex redevelopment.

Petrovitsky Park Baseball Field Drainage Improvements; King County, WA

Engineering Designer—Otak is leading design of drainage improvements for baseball fields 3 and 4 at the park. This project follows an initial assessment conducted under an on-call contract with King County Parks to address drainage issues caused by poor soils and inadequate infrastructure. The design phase involves sizing and locating stormwater facilities (compliant with the King County Stormwater Manual), selecting a preferred alternative, and implementing stormwater management solutions, including synthetic turf fields, underground detention, sand filters, new fencing, a maintenance drive, and lighting. Otak's services encompass project management, landscape and civil engineering, stormwater management, environmental compliance, and construction cost estimation. Joe is providing engineering design for civil aspects of the project including a new maintenance access road, field curbing/fencing, site grading, and PSE.

Charles Dewey PE, ENV SP

Water Resources Engineer (Storm Drainage)



EDUCATION

MSCE, Civil and Environmental Engineering (University of Washington)

BS, Civil and Environmental Engineering (University of Washington)

REGISTRATIONS & CERTIFICATIONS

Professional Engineer

Certificate of Completion, Statewide Low Impact Development Design Certification Program and Associated Assessments for: Intermediate LID Design of Bioretention; Permeable Pavement; Rainwater Collection Systems & Green Roofs; Hydrologic Modeling; and Site Assessment, Planning & Layout (Washington State University's Puyallup Research and Extension Center, Department of Ecology, and the Washington Stormwater Center)

Certificate of Completion, Confined Space Entry (Argus Pacific)

ENVISION, Envision Sustainability Professional Credential (Institute for Sustainable Infrastructure)

Charles is a professional engineer with eight years of experience in the design of drainage and stormwater facilities, fish passage culverts, and stream restoration projects. He has conducted hydrologic, hydraulic, and water quality modeling for feasibility analyses, alternatives evaluation, to size pipe networks, and for final design. He has also provided construction inspection services and uses this experience in the preparation of design plans and specifications.

Selected Project Experience

On-Call Stormwater Plan Review; Everett, WA

Water Resources Engineer—Work included review of stormwater elements of development applications for commercial and residential projects. Otak represented the City in pre-application meetings with developers to discuss stormwater standards and design elements. In addition, Otak provided support when unusual or complex projects had elements that the City lacked the technical knowledge to review. These situations included modeling, geotechnical and hydrogeological concerns, and unusual/highly technical types of development that required assistance from licensed civil, structural, and geotechnical engineers. Through this on-call, Otak also conducted site assessments at locations with flooding and drainage issues and developed a bundle of 22 planning level CIPs for incorporation into the City's Surface Water Comprehensive Plan.

Little Boston Road Pedestrian Trail; Kingston, WA

Water Resources Engineer—Otak is leading this federally funded project that includes design and construction of 0.75 miles of trail adjacent to Little Boston Road. Project elements consist of a ten-foot-wide paved trail including retaining walls, pedestrian bridges, wetland mitigation, five stream crossings, and frontage impact improvements associated with 14 homeowners. Otak's team is providing civil and structural engineering, landscape design, construction document preparation, community outreach, geotechnical investigation, environmental mitigation design, project permitting, and construction assistance. Charles is providing stormwater runoff and drainage management design.

Monroe Avenue NE Infiltration Facility; Renton, WA

Water Resources Engineer—Otak completed design of a regional stormwater infiltration facility to manage stormwater runoff from a 250-acre closed depression in Renton. Project includes providing enhanced water quality treatment and stormwater infiltration facility to prevent historic flooding along Monroe Avenue. Otak provided alternative analysis, hydrologic and hydraulic modeling of the subbasin to estimate existing flows, assess the capacity of the existing infiltration system, and size the proposed improvements. Otak also developed stormwater flow control and water quality solutions for the highly urbanized contributing subbasin in the Renton Highlands area. The existing stormwater conveyance system will convey the runoff from the contributing subbasin to the new facility for treatment and infiltration, which is sized to provide enhanced water quality treatment and will provide infiltration for up through the 100-year event.

Cleveland Avenue Sewer Replacement and Stormwater Separation; Everett, WA

Engineer/Analyst—Charles modeled water quality and flow conditions and designed improvements in support of the City's replacement of its 100-year-old combined sewer system with a new separate sewer and storm drainage systems. The project involved the replacement of more than 5,500 LF of 8- to 18-inch sewer pipe manhole structures and over 5,000 LF of 8- to 24-inch new separated stormwater system with over 74 water quality treatment structures. Charles' analysis and design helped the City align its improvements with Ecology's CSO compliance memorandum, as well as decrease the depth of the proposed treatment facilities.

Moshier Park Stormwater LID Retrofit; Burien, WA

Water Resources Engineer—Otak led design and provided construction engineering services for stormwater retrofit of the parking lot, restroom/concessions plaza, and athletic fields. This included improvements to existing park facilities and constructing new LID stormwater facilities for water quality and flow control management. The retrofit facilities include underground infiltration galleries, vegetated bioretention cells, stormwater treatment vaults, and 33,5000 SF of permeable pavement. New native plantings were installed throughout the site to complete the suite of LID treatments. Charles provided utility coordination, site assessments, WWHM2012 hydrologic modeling, and quantity take-offs.

Swift BRT Orange Line; Snohomish County, WA

Water Resources Engineer—Otak led this project involving a 11-mile route lying within Snohomish County and the cities of Edmonds, Lynnwood, and Mill Creek. Project elements include a new western terminus at the Edmonds College, construction of 16 BRT stations along the new corridor and one additional BRT station along the Blue Line, reconstruction of the existing transit center at the McCollum Park Park-and-Ride, and signal improvements at 14 intersections to improve transit speed and reliability. Charles provided drainage design including hydrologic and hydraulic modeling, preparation of a TIR, and assisted in preparation of project documentation including plans, details, special provisions, and determination of quantities.

Lower French Creek Fish Passage Improvements; Snohomish County, WA

Water Resources Engineer—Charles developed CAD designs, cost estimates, and a screw pump design in support of the County's retrofit of French Creek pump station. The project was part of a larger effort to improve water quality and fish passage through agricultural areas. Although the pump station's original design helped coho salmon travel from the creek to the Snohomish River, physical and biological barriers—such as the river's high-flow conditions—impeded the passage of juveniles and other fish species. Charles' work helped the City retrofit the facility with a screw pump that allowed for easier fish migration.

NE 40th Street Stormwater Trunk Extension; Redmond, WA

Water Resources Engineer—Otak provided final design and construction documents for this project that includes a new portion of trunkline extending to a new outfall at Lake Sammamish, upgrades to the existing 42-inch diameter trunkline to accommodate a 50-year flood event, flow splitter and outfall dissipation structures, and bioretention facilities to provide water quality treatment of roadway. Work involved environmental studies and permit support, utility coordination, public and stakeholder outreach, a basin drainage report, and construction documents. Charles helped design the engineered outfall channel into the lake. During construction, he provided construction inspection and contract clarification design and drafting when there were unforeseen conflicts with utilities.

Northeast Redevelopment Area Infrastructure Improvements; Burien, WA

Water Resources Engineer—The Port of Seattle and the City of Burien collaborated on a redevelopment plan and implementation strategy for Burien's 158-acre NERA, which guides redevelopment of the area into a mix of airport-compatible light industrial/air cargo uses. For this project, Otak provided water resources and stormwater management engineering, environmental studies, and permitting for redevelopment sites, and design of public streets and utilities infrastructure to implement the strategic redevelopment plan for the NERA. Charles provided utility coordination, water quality and flow monitoring of Miller Creek, updated the NERA Master Drainage Plan, design of regional infiltration and detention facilities, quantity take-offs and cost estimates for the regional facilities, and provided hydrologic and hydraulic modeling.

Melissa Henrikson EIT

Engineering Designer and Water Resources Analyst (Storm Drainage)



Melissa has three years of experience supporting the planning, evaluation, design, and construction of water infrastructure. She has created and analyzed 1D and 2D hydraulic models for existing and proposed development conditions, assessed compliance of required standards for road flooding and water surface elevation changes. Melissa has designed mitigation strategies for proposed structural development and designed solutions to mitigate backwater flooding caused by existing culverts at access roads. She has also designed flow control solutions to mitigate stormwater and meet local stormwater requirements.

EDUCATION

BS, Civil Engineering-
Environmental Option
(California Polytechnic
State University)

REGISTRATIONS & CERTIFICATIONS

Civil Engineer-in-Training

Selected Project Experience

Olympic Discovery Trail, Anderson Lake Connection; Jefferson County, WA

Engineering Designer—Otak is leading the design and permitting for this new three-mile segment of the Olympic Discovery Trail. This new segment of the trail will connect the south end of the Larry Scott Trail at Milo Curry Road to Anderson Lake State Park and be part of a coordinated regional system that will eventually connect the Larry Scott Trail to Discovery Bay as part of the Eaglemount segment of the Olympic Discovery Trail. The trail will accommodate pedestrians, runners, bicyclists, equestrians, and other nonmotorized/recreational trail users. Otak's design work includes trail lay-out and grading, storm drainage, retaining walls, trail amenities, a signalized crossing of SR 20, and restoration/landscape design. Melissa is providing stormwater design, preparing plans, and technical documentation.

Petrovitsky Park Baseball Field Drainage Improvements; King County, WA

Engineering Designer—Otak is leading design of drainage improvements for baseball fields 3 and 4 at Petrovitsky Park. This project follows an initial assessment conducted under an on-call contract with King County Parks to address drainage issues caused by poor soils and inadequate infrastructure. The design phase involves sizing and locating stormwater facilities (compliant with the King County Stormwater Manual), selecting a preferred alternative, and implementing stormwater management solutions, including synthetic turf fields, underground detention, sand filters, new fencing, a maintenance drive, and lighting. Melissa is providing stormwater design, preparing plans, and technical documentation.

Sweetwater Ranch Stormwater Main Replacement; Mill Creek, WA

Engineering Designer—The goal of this project is to replace a damaged stormwater main with a conveyance with adequate flow capacity while not disturbing adjacent residential structures and utilities. The project is complicated by a narrow easement, 14-foot-deep pipe, existing abandoned storm pipe and sanitary sewer, potential groundwater seepage, and adjacent residential home foundations. A second phase is anticipated involving permitting and final design of the preferred alternative. Melissa is providing preliminary design and preparing plans and technical documentation.

Nathan Hale High School Thornton Creek Reach and Buffer Study; Seattle, WA

Engineering Designer—Seattle Public Schools is addressing flooding of Thornton Creek on the Nathan Hale High School site. Otak is first identifying the cause and impacts of the flooding and then will be identifying remediation measures including permitting, phasing, and cost estimates. The remediation goals are to reduce seasonal flooding, improve habitat, and improve the overall health of Thornton Creek. Currently, an existing conditions data collection and assessment is being conducted with solution alternatives and concept plans occurring later. The first phase will allow better definition of the second phase tasks.

Elliott Road Culvert Replacement; Snohomish County, WA

Engineering Designer—Otak led the design and is currently providing construction engineering services for road improvements and a culvert replacement to reduce flooding along Elliott Road from Anderson Creek. Improvements include raising the roadway, installing a fish passable culvert, and performing upstream and downstream channel grading. Otak performed 2D hydraulic modeling of the creek and wetlands to identify the preferred alternative. Otak then prepared preliminary and final design PS&E for the preferred alternative. Additional work included a technical (zero-rise and compensatory flood storage analysis) cost and permitting feasibility study and alternatives analysis on backwater channel alignments, culvert or bridge use, extents of levee breach, and re-vegetation schemes. Melissa supported plans preparation.

WSDOT NW Region GEC for the Fish Passage Program; WA

Engineering Designer—Otak, as a key subconsultant, is providing on-call support for WSDOT's fish passage barrier removal program and leading a package of 15 culvert projects from preliminary through final design. Located along state highways, work includes preliminary design development through the WSDOT Preliminary Hydraulic Design (PHD) process for culvert replacements in the Snoqualmie and Sammamish River basins. As part of the PHD process, Otak is conducting watershed and geomorphic site assessments, hydrology and peak flow estimates, hydraulic analysis and design, channel design, floodplain storage, climate resilience, and review fish passage structure types and hydraulic opening widths and lengths. The analysis and design must receive approval of the resource co-managers, WDFW, and the local Tribes, and the design and analysis must follow the WDFW Water Crossing Design Guidelines including the Stream Simulation method and analyzing floodplain connectivity. Melissa is providing preliminary design and preparing plans and technical documentation.

Gilliam Creek Fish Barrier Removal; Tukwila, WA

Engineering Designer—Otak is leading this project to remove fish barriers and restore fish access to Gilliam Creek while improving flood protection. Work will restore access and shoreline habitat as part of a watershed-wide effort to restore ESA-listed Chinook salmon and will be designed to allow juvenile fish access between the creek and the river, which are tidally influenced. Options will be evaluated for replacing the existing tidegate at a different location and opening the confluence with the Green River with a pedestrian bridge for the Green River Trail. Habitat enhancements will occur upstream and downstream of the existing culvert. The project also addresses recreational, aesthetic, and educational opportunities and constraints associated with the adjacent Green River Trail and trailside park area. Melissa is providing preliminary design and preparing plans and technical documentation.

Hilltop Community Park; Burien, WA

Engineering Designer—Otak is preparing a master plan that includes pedestrian trail improvements, recreational opportunities, environmental education, and maintenance access. Otak's sciences team delineated wetlands and stream boundaries within the five-acre park, including preparation of a critical areas report, wetland functional assessments and ratings, and critical area maps. Buffer mitigation and restoration in the park is included to offset park improvements for critical areas code compliance. Melissa is providing stormwater design and preparing plans and technical documentation.

Jeff Gray PWS Senior Scientist



EDUCATION

MS, Natural Resource Management (Central Washington University)

CERTIFICATIONS

Professional Wetland Scientist

WSDOT Fish Passage and Stream Restoration (FPSRD) program

Jeff is a professional wetland scientist and ecologist with 18 years of experience performing environmental and ecological investigations and obtaining required approvals from regulatory agencies for public projects. He has performed wetland delineations and determinations; developed and implemented mitigation plans and prepared environmental permit applications to multiple state and federal agencies. He has obtained Jurisdictional Determinations (JDs) and preliminary JDs to support Section 404/401 permit applications to the USACE and has assisted on endangered and threatened species and habitat field surveys. Jeff has experience on a variety of projects, including fish passage improvements, motorized and nonmotorized transportation projects, bridge replacements, port facilities, and public policy analysis.

Selected Project Experience

Westport Golf Links Permitting Support; Westport, WA

Senior Scientist—This project will develop a new 18-hole golf resort with ancillary services and amenities. Jeff supported the SEPA Environmental Impact Study process by providing policy analysis, permitting strategy with local, state, and federal agencies, and verifying wetlands and habitat conditions in the interdunal coastal wetland system. He also assisted in preparing the historical analysis of the shoreline and beach formation following installation of the Gray's Harbor south jetty.

King County Metro South & Central Transit Base Expansion Work Order A&E Planning; King County, WA

Senior Wetland Scientist—Otak was the prime contractor for a multi-year on-call agreement with King County to expand the existing Central and South Base transit facilities. Expansion goals for both bases will significantly increase capacity for core base functions (bus parking, maintenance, and operations) and relocate support functions to accommodate growth in the number of coach operators and mechanics. Otak's tasks included analysis supporting potential land acquisition; facility planning and programming; development of detailed planning-level site and building concepts and costs; and strategic planning to prioritize different potential expansion-related projects. Jeff led initial coordination on wetlands, streams, and critical areas for the South Annex Base to support the compliance and concurrence process through the FTA. Otak's work includes project management, architecture, site planning, environmental review, permitting, civil and structural engineering, and surveying.

On-Call Environmental Services and Third-Party Review; Bellevue, WA

Scientist—Otak provided on-call environmental and third-party review services for the City for three years. Duties included working in a direct capacity for the City to conduct environmental work for capital improvement projects, to provide environmental review on development projects, and provide professional services to private development applicants. Jeff delineated wetlands, rated wetland functions, and reviewed the City's Critical Areas Ordinance to determine buffer widths and potential development constraints.

On-Call Environmental Services and Third Party Review; Woodinville, WA

Scientist—Otak is providing on-call peer review services to the City for environmental assessments and third-party review of development permit applications for compliance with critical areas regulations. We act as de facto City staff, interpreting City code and representing City interests in the review and conditioning of development approvals for compliance with the Woodinville Municipal Code. Otak scientists conduct field verifications of wetland, stream, and fish and wildlife habitat conditions and evaluate proposed mitigation for development projects.

On-Call Environmental Services; North Bend, WA

Scientist—This on-call contract provides peer review services for SEPA compliance and critical areas review (e.g., wetland, stream, and wildlife habitat) for development applications. Otak provides expert peer reviews of development proposals for compliance with North Bend's Municipal Code and SEPA. Otak prepares Threshold Determinations based on applicant's proposed action, identifies mitigation measures to reduce adverse impacts, and requests additional information when necessary to document SEPA compliance. Additional on-call services with the city include environmental, drainage and stormwater, floodplain, landscape architecture and visual resource assessment, and planning.

Olympic Discovery Trail, Anderson Lake Connection; Jefferson County, WA

Scientist—Otak is leading design and permitting for a new three-mile segment of the Olympic Discovery Trail near Chimacum, including completing the wetland and stream delineation to support environmental permit applications with local, state, and federal agencies. Otak prepared the wetland and stream delineation report that was reviewed and approved by regulatory agencies. The baseline mapping is the basis for identifying avoidance and minimization measures during design, and completing the project impacts assessment, mitigation planning, and permit applications. The trail corridor and wetland delineation required assessing wetland and stream habitats along transportation corridors, recently logged forest lands, a disturbed utility corridor, and rural residential landscapes.

On-Call Environmental Services and Third Party Review; Renton, WA

Senior Wetland Scientist—Otak performs on-call third party environmental reviews of projects submitted to the City. Our role is to act as technical staff for the City to ensure that applications satisfy Renton Municipal Code requirements, and to provide environmental assessments for the City. For example, Otak staff regularly field-verifies compliance with compensatory mitigation requirements for development projects. In addition, Otak was chosen to serve as direct technical advisors for City staff. In this role we are available to assist City staff on technical issues relating to code interpretation or other areas of need.

On-Call Environmental Services; Snoqualmie, WA

Scientist—This on-call contract provides wetland, stream, riparian, and general critical area habitat delineation and characterization. Much of the work involves environmental monitoring based on Otak's ten-year history with the City. Services will also include conducting natural resource inventories and planning, providing permitting and regulatory compliance assistance, design implementation, and construction management of mitigation and monitoring. Additional work will include grant writing, shoreline management planning assistance, and ESA compliance under a proposed programmatic approach for floodplain development, along with review and refinement of existing or new regulatory codes.

San Juan Island National Historical Park, American Camp Visitor Center; WA

Permitting/Compliance Lead—Includes replacement of a temporary facility with a 2,300 SF visitor center on the same site. This provides space for visitor orientation, seating for an audiovisual program, accessible exhibits, restrooms, and office and storage space. Also includes expanded parking, an outdoor amphitheater, and replacement of the septic system. Jeff prepared permit lists and plans and completed fieldwork as necessary.

Cape Disappointment State Park Welcome Center and Entrance; WA

Permitting Lead—Otak is leading this project to enhance the arrival experience, improve vehicular and pedestrian circulation, align the missing leg of the Three Waters Trail, road design, enhance wayfinding, and develop a new welcome center and parking, and rehabilitate the current administrative center. Services include surveying, wetland delineation and critical areas reporting, GIS mapping, architecture, structural and civil engineering, site design, and landscape architecture. Jeff is providing environmental services, including wetland and stream delineation, wildlife habitat assessment, critical areas report preparation, environmental permitting and compliance documentation, and mitigation planning.

Jaimee Cornwell

Wetland Scientist



Jaimee is an environmental scientist with 24 years of experience completing environmental baseline documentation, including wetland and stream delineations, habitat assessments, and preparing impacts analyses, permit applications, and mitigation plans. She has experience with federal (NEPA, ESA, CWA) and state (SEPA, CEQA) environmental laws and compliance requirements. She leads biological field studies to identify wetlands, streams, and threatened/endangered species habitats, and is the lead author on technical documents (biological assessments, aquatic resource delineations, botanical surveys) for compliance with federal, state, and local environmental regulations and policies. She obtains Section 404/401 authorizations under the Clean Water Act, HPAs from WDFW, and critical areas permits for local agencies for projects with aquatic resource impacts.

EDUCATION

BA, Biology (University of Montana)

AWARDS/HONORS

USACE Wetland Delineation Training Certificate of Completion

USDA Award for hard work and enthusiasm dedicated to the salvage logging and woodpecker study

USDA Award for contributions to research of effects of exotic weeds and restoration treatments on native vegetation of Rocky Mountain savannas

Designated a Scholar of the College of Arts and Sciences for Outstanding Academic Achievements

Dean's List recognition for Excellence in Learning and Performing

Awarded the Western Undergraduate Exchange Scholarship

Selected Project Experience

On-Call Environmental Services; Woodinville, WA

Environmental Scientist—Otak is providing on-call peer review services to the City for environmental assessments, and third-party review of development permit applications for engineering and design considerations. We act as de facto City staff, interpreting City code and representing City interests in the review and conditioning of development and other permit applications for compliance with the City of Woodinville Municipal Code. Otak scientists conduct field verifications of wetland, stream, and fish and wildlife habitat conditions in the City. Jaimee recently provided wetland and stream peer review services for the Greenbriar Trail project and an 8-acre greenfield proposed for a light industrial development.

On-Call Environmental Services; Snoqualmie, WA

Environmental Scientist—This on-call contract provides peer review services for development projects that impact critical areas regulated under the Snoqualmie Municipal Code, such as wetlands, streams, riparian, and fish and wildlife habitat conservation areas. Work also includes environmental monitoring based on Otak's ten-year history with the City. Services also include conducting natural resource inventories and planning, providing permitting and regulatory compliance assistance, design implementation, and construction management of mitigation and monitoring. Jaimee conducts environmental monitoring required as a condition of the SR II residential development project to protect sensitive and rare bog wetlands in the city limits.

Proposed Golf Course; Westport, WA

Biologist—Jaimee developed a working knowledge of the unique interdunal wetland environment while completing wetland delineations in the nearshore environments at Westport, Ocean Shores, and the Long Beach Peninsula. Her past projects involved conducting field studies, obtaining local, state, and federal permits and creating and implementing mitigation for developments in Grays Harbor and Pacific counties. One of her projects included being a member of a team responsible for cataloging over 30 hectares of wetland-upland mosaic habitat for a golf course previously proposed at Westhaven State Park. *(prior to Otak)*

Alderwood Mall Parkway; Snohomish County, WA

Senior Environmental Scientist—This project takes the 30% design, plans, quantities, and documents prepared by Snohomish County and carries the project forward through 60% and final design for 1,700 LF of roadway widening and associated storm drainage and fish passage stream crossing infrastructure improvements. Jaimee helped in preparation of the Biological Assessment for this project that involved obtaining permits, including a Letter of Concurrence from NOAA that the project will have no effect on federal species and their habitat.

Sweetwater Ranch Stormwater Main Replacement; Mill Creek, WA

Wetland Scientist—This project replaces an existing damaged stormwater main with a conveyance with adequate flow capacity while not disturbing adjacent residential structures and utilities. It is complicated by a narrow easement, 14-foot-deep pipe, existing abandoned storm pipe and sanitary sewer, potential groundwater seepage, and adjacent residential home foundations. Our team provided site investigation and characterization including geotechnical investigation structural assessment of the adjacent residential structures, surveying including settlement monitoring, hydrologic and hydraulic capacity analysis, alternatives analysis in coordination with geotechnical and structural engineering, type, size and location for the stormwater main, utility coordination, and preliminary design. Jaimee is leading the wetland delineation, environmental permitting, and mitigation planning. She is preparing the JARPA form and figures, onsite mitigation plan, and SEPA checklist for permitting with the USACE and City of Mill Creek.

Little Boston Road Pedestrian Trail; Kingston, WA

Environmental Scientist—Otak is leading this federally funded project that includes design and construction of 0.75 miles of trail adjacent to Little Boston Road. Project elements consist of a ten-foot-wide paved trail including retaining walls, pedestrian bridges, wetland mitigation, five stream crossings, and frontage impact improvements associated with 14 homeowners. Otak's team is providing civil and structural engineering, landscape design, construction document preparation, community outreach, geotechnical investigation, environmental mitigation design, project permitting, and construction assistance. Jaimee supported the wetland and stream field studies, coordination with the Tribe, completing the wetland and stream delineation report, federal ESA consultation, and mitigation for impacts to biological resources.

North Bluff Road Culvert Replacement; Island County, WA

Environmental Scientist—Under an environmental on-call contract, Otak completed a wetland and stream delineation and habitat assessment and prepared a Critical Areas Report to support Public Works in permitting with regulatory agencies. Project work includes replacing an undersized road culvert that is a barrier to fish passage with a new structure designed in accordance with WDFW's 2013 Water Crossing Guidelines. Otak additionally evaluated impacts to ESA-listed species in the Puget Sound nearshore environment and received a Consistency Determination under the Fish Passage and Restoration Programmatic (FPRP III) Agreement from the USACE and NMFS. Jaimee completed the wetland presence determination and stream ordinary high water mark delineation in the field and evaluated wildlife habitat conditions. She is preparing the delineation report and Biological Evaluation for ESA compliance to support the County's permit applications with regulatory agencies.

WSDOT Northwest Region GEC for Fish Passage Program; WA

Environmental Scientist—Otak, as a subconsultant, is providing on-call staff augmentation for wetland services to support WSDOT's fish passage barrier removal program and other transportation projects. Jaimee is leading wetland and other waters delineations and was the primary author on WSARs for projects at I-5 Freedom Creek in Snohomish County; I-5 Tributaries to Friday, Lake, and Chuckanut creeks in Skagit and Whatcom counties; SR 2 Mega Bundle, Snohomish and King counties; and the SR 410 Clay Creek in King County. Jaimee and other Otak wetland scientists have completed WSARs for culvert replacements and linear transportation projects in the Snoqualmie, Snohomish, and Sammamish River basins, which are used as the basis for calculating impacts and permit authorizations.

Hood River County Bridges; Hood River, OR

Senior Environmental Scientist—Jaimee was part of the team and completed site visits (Herman Creek, Neal Creek, East Fork Hood River, West Fork Hood River) to identify potential impacts to biological and cultural resources and any associated permits or other regulatory documentation and mitigation needed to complete the project as proposed.

Kevin Corrigan

Environmental Scientist



EDUCATION

BS, Ecology and Natural Resources Management (Rutgers University)

Kevin has eight years of experience applying ecological science and GIS technology to habitat assessments and wetland delineations, environmental regulatory compliance, and natural resources management. He is skilled in quantitative field techniques, spatial analysis, plant taxonomy, and environmental data analysis. Kevin supports senior scientists in various field activities, including wetland delineations, ordinary high-water determinations, and habitat assessments; in technical report preparation; and in the production of spatial data representations using ArcGIS Pro software. He has a Certificate in Environmental Geomatics and uses spatial data to prepare report exhibits for communicating site conditions to regulatory agencies.

Selected Project Experience

On-Call Environmental Services; Snoqualmie, WA

Environmental Scientist—This on-call contract provides wetland, stream, riparian, and general critical area habitat delineation and characterization. Much of the work, both ongoing and future, will involve environmental monitoring based on Otak's ten-year history with the City. Services will also include conducting natural resource inventories and planning, providing permitting and regulatory compliance assistance, design implementation, and construction management of mitigation and monitoring. Additional work will include grant writing, shoreline management planning assistance, and ESA compliance under a proposed programmatic approach for floodplain development, along with review and refinement of existing or new regulatory codes.

Sweetwater Ranch Stormwater Main Replacement; Mill Creek, WA

Environmental Scientist—The goal of this project is to replace an existing damaged stormwater main with a conveyance with adequate flow capacity while not disturbing adjacent residential structures and utilities. The project is complicated by a narrow easement, 14-foot-deep pipe, existing abandoned storm pipe and sanitary sewer, potential groundwater seepage, and adjacent residential home foundations. Limited information is known on existing site conditions (surface and subsurface), utilities, and required flow capacity. Kevin completed on-site wetland delineations and provided cartographic and spatial analysis support using GIS and survey data.

WSDOT NW Region GEC for Fish Passage Program; WA

Environmental Scientist—Otak, as a subconsultant, is providing on-call staff-augmentation support for WSDOT's fish passage barrier removal program and other transportation projects. Otak wetland scientists have completed Wetland and Stream Assessment Reports (WSAR) for culvert replacements and linear transportation projects in the Snoqualmie, Snohomish, Sammamish, and Stillaguamish River basins, which are used as the basis for calculating impacts and permit authorizations. Kevin is completing on-site wetland and stream delineations, functional assessments, drafting sections of the wetlands and streams assessment report, and providing cartographic and spatial analysis support using GIS and survey data.

Elliott Road Culvert Replacement; Snohomish County, WA

Environmental Scientist—Snohomish County is replacing a failing culvert and realign Anderson Creek to reduce frequent road flooding along Elliott Road. Kevin completed wetland delineations and ordinary highwater determinations for the project area, as well as provided updates to project maps, figures, and spatial data for previously completed reports during the alternatives analysis. Kevin is supporting preparation of the SEPA checklist, JARPA application, mitigation and onsite restoration planning, and permitting and compliance strategy for the project.

Kimball Creek Bridges; Snoqualmie, WA

Environmental Scientist—Snoqualmie planned to restore two bridges along Meadowbrook Way SE proving crossings to Kimball Creek and East Branch Kimball Creek. Repairs will be based on previously prepared concept-level recommendations in the original contract scope of work and will include utility coordination; cultural and historical analysis; permitting and environmental documentation; hydraulic design; civil roadway design, bridge repair design; and development of plans, specifications, and construction cost estimate. Kevin conducted wetland delineations, prepared wetland ratings, completed drafts of critical areas reports, and prepared necessary permit application documents ensuring the project was compliant with all applicable environmental regulations.

NE Highway 99 Sidewalk Improvements; Clark County, WA

Environmental Scientist—Clark County is planning the installation of new sidewalk adjacent to northbound NE Highway 99 between NE 102nd Street and NE 104th Street and over Tenny Creek. Kevin conducted wetland delineations, prepared wetland ratings, and completed critical areas reports. Kevin is supporting preparation of the NEPA Categorical Exclusion documentation due to funding from FHWA, the bank use plan to offset project impacts to vegetated buffers along the Type F watercourse, and local permit applications documenting project compliance with all local and state applicable environmental regulations.

179th Street and 50th Street Permitting; Clark County, WA

Environmental Scientist—Clark County planned the addition of right-turn lanes to eastbound and westbound NE 179th Street at its intersection with NE 50th Avenue. Kevin supported preparation of environmental compliance and permitting documentation, including the wetland and stream delineation report, SEPA checklist, bank use plan for offsetting mitigation, and JARPA for Section 404/401 authorizations from the USACE. Kevin also provides GIS and AutoCAD support for utilizing project design and survey data to prepare permit applications.

SHD-18 Gren Valley Road; Auburn, WA

Environmental Scientist—Puget Sound Energy planned infrastructure improvement projects along approximately 2.5 miles of Southeast Green Valley Road in King County to address and reduce frequent power outages. Kevin completed wetland delineations, provided wetland ratings, and drafted sections of a critical areas report to determine the potential environmental impacts of the proposed project for permitting with King County. Offsetting mitigation included the purchase of mitigation credits from the King County Mitigation Reserves Program for stream and wetland buffer impacts.

BLU-13 Military Road East; Tacoma, WA

Environmental Scientist—Puget Sound Energy planned infrastructure improvement projects along approximately 1.5 miles of Military Road East in Thurston County to address and reduce frequent power outages. Kevin completed wetland delineations, provided wetland ratings, and drafted sections of a critical areas report to determine the potential environmental impacts of the proposed project and offsetting mitigation. Otak is supporting Puget Sound Energy in the permit review process with Thurston County for impacts to critical area buffers. Otak also provided design change recommendations to avoid wetland impacts and the USACE permitting process.

Mount Rainier National Park, Ohanapeosh Campground Rehabilitation; WA

Environmental Scientist—Otak designed the rehabilitation of a campground at Mount Rainier National Park, funded by the Great American Outdoors Act. The project will upgrade three of the eight campground loops, two comfort stations, and sewage lines to improve visitor experience and protect the Ohanapeosh River. As the park's largest campground with over 180 sites, Ohanapeosh hosts more than 100,000 visitors each year, offering access to its old-growth forest. Kevin assisted with preparation of the Biological Assessment, wildlife habitat surveys for ESA-listed species, wetland and stream delineation and report, and acquiring USACE permit for construction.



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