



**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA REQUEST**

TO: Board of County Commissioners
Mark McCauley, County Administrator

FROM: Pinky Feria Mingo, Environmental Public Health and Water Quality Director
Michael Dawson, Water Quality Manager

DATE: *December 18, 2023*

SUBJECT: Agenda item – Professional Services Agreement – Mott MacDonald; December 18, 2023-December 17, 2028; \$0

STATEMENT OF ISSUE:

Jefferson County Public Health, Environmental Public Health and Water Quality division, requests Board approval of the Professional Services Agreement for On-Call Environmental Services to Mott MacDonald, LLC.

ANALYSIS/STRATEGIC GOALS/PRO'S and CON'S:

A Professional Services Agreement is needed for environmental services to support the county in monitoring and enforcing the Development Agreement for the Pleasant Harbor Master Planned Resort project, as these services are outside of the regular scope and capacity of the department. This agreement is similar in language and scope to the on-call services agreements the board recently approved for the Department of Community Development for assistance in Planning. JCPH participated in the same Request for Proposals for professional services as DCD from June through August, 2023, with proposal review, interviews and contractor selection done in partnership with DCD. Risk and Legal had significant input and comment throughout the development of this agreement.

FISCAL IMPACT/COST BENEFIT ANALYSIS:

Payment to the contractor for on-call services on the Pleasant Harbor Master Planned Resort project will be funded through the Future Staffing and Consultant Agreement with Pleasant Harbor Marina and Golf Resort, LLC, and does not impact county funds. Any additional future technical assistance in areas such as watershed assessment, ground water analysis and modeling will only be requested when specific, dedicated funding (such as grant funding) is available. Work will be requested through a Task Order that will have a not-to-exceed amount.

RECOMMENDATION:

JCPH management requests approval of the Professional Services Agreement for On-Call Environmental Services to Mott MacDonald, LLC.

REVIEWED BY:



Mark McCauley, County Administrator

12/15/23

Date

CONTRACT REVIEW FORM

Clear Form

(INSTRUCTIONS ARE ON THE NEXT PAGE)

CONTRACT WITH: Mott MacDonald, LLC

Contract No: WQ-23-089

Contract For: On-Call Environmental Services

Term: 12/18/2023 - 12/18/2028

COUNTY DEPARTMENT: Environmental Health

Contact Person: Michael Dawson

Contact Phone: x 409

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

AMOUNT: Per fee schedule

Revenue:

Expenditure: Per fee schedule

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: _____

APPROVAL STEPS:

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

CERTIFIED: ☒

N/A: ☐

Signature

Dec. 15, 2023

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

Dec. 15, 2023

Date

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

Electronically approved by Risk Management on 12/15/2023.

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

Electronically approved as to form by PAO on 12/15/2023.

Negotiated with the assistance of the PAO. PAO signed already.

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 FOR ON-CALL ENVIRONMENTAL SERVICES

THIS PROFESSIONAL SERVICES AGREEMENT FOR ON CALL ENVIRONMENTAL SERVICES ("this Agreement") is entered into between the County of Jefferson, a municipal corporation ("the County"), and Mott MacDonald, LLC (UBI Number: 601 744 318, "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 Environmental Services.
2. Scope of Services.
 - a. The Contractor agrees to perform the On Call Environmental Services including, but not limited to all labor identified on Exhibit "A."
 - b. All On Call Environmental Services shall be conducted pursuant to Exhibit "A."
 - c. The Contractor shall perform its services consistent with the professional skill and care ordinarily provided by contractors practicing in the same or similar locality under the same or similar circumstances ("Standard of Care"). County shall notify Contractor of any services not performed in accordance with such Standard of Care, and Contractor shall re-perform such services at its sole cost and expense.
3. Effective Date. The Effective Date is the date that the last party signs this Agreement.
4. Time for Performance. This Agreement shall commence on the Effective Date and continue for five years. Work performed consistent with this Agreement during its term, but prior to the adoption of this Agreement, is hereby ratified. The Contractor shall perform all services pursuant to this Agreement as outlined above in Section 2. The Contractor shall perform its services as is consistent with the Standard of Care.
5. 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 on a time and materials basis as provided on Exhibit "B."
 - b. The total amount of payment to the Contractor for environmental projects shall not exceed the amount of the fee estimated in staff hours in the County's current fee schedule without express written approval by the Jefferson County Water Quality Manager.
 - c. The total amount of payment to the Contractor for environmental projects shall not exceed the budget for a task order, without express written approval by the Water Quality Manager.
 - d. Invoices must be submitted by the 10th of the month for the previous month's expenses. Such invoices shall be checked by the County, and upon approval thereof,

payment shall be made to the Contractor in the amount approved within thirty (30) days of the County's receipt of the applicable invoice.

- e. Failure to submit timely invoices and reports pursuant to Exhibit "B" of this Agreement may result in a delay of reimbursement.
 - f. Final payment of any balance due the Contractor of the total amount earned on any task order shall 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.
 - g. Contractor understands and agrees that the County may be limited in the fees charged for the work covered by this Agreement to fees that that comply with RCW [82.02.020](#), so Contractor shall be paid for all reasonable and necessary work. Contractor shall bill time in quarter hour increments and provide a reasonable description of the work performed. Quarter hour increments shall be the minimum billing increment for invoices. Contractor shall provide invoices and necessary backup documentation for all services including timesheets and statements (specifying the services provided).
 - h. 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.
6. 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 (subject to payment therefor) 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 any reuse, integration, reliance, modification or transfer of any such documents or materials provided by Contractor hereunder, including electronic data, by County or its representatives nor any use thereof for any purpose other than the intent of this Agreement.
7. Compliance with laws. Subject to the Standard of Care, 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.
8. Indemnification. The Contractor shall indemnify and hold harmless the County, its relevant past or present employees, officers, and elected or appointed officials or identifiable 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, to the extent caused 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.

Neither party shall be liable to the other party for special, indirect, incidental, punitive or consequential damages, nor loss of profits, revenues or business opportunities, regardless of the cause(s) thereof and notwithstanding the form of action.

To the fullest extent permitted by applicable law, to the extent caused by Contractor (including its subcontractors), in no event shall Contractor's total aggregate liability under any applicable Task Order exceed five-times (5X) the amount of professional fees paid by the County to Contractor thereunder for the services giving rise to such liability, notwithstanding the form of action.

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 by Contractor 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. 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 Contractor's 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. 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.
- 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 required 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, Contracts Manager, PO Box 1820, 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. With the exception of Professional Liability Insurance, the Contractor's insurers shall have no right of recovery or subrogation against the County (including its relevant past or present employees, officers, and elected or appointed officials or identifiable volunteers (and their marital communities), it being the intention of the parties that the Contractor's other required insurance policies so affected shall protect both parties and be primary coverage for all losses covered by the above described insurance, in each case, to the extent of the liabilities expressly assumed by Contractor hereunder.

- i. Insurance companies issuing the policy or policies shall have no recourse against the County (including its relevant past or present employees, officers, and elected or appointed officials or identifiable volunteers (and their marital communities) 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. At the County's written request, any deductibles or self-insured retention shall be declared to and approved by the County, such request may occur 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. To the extent caused by Contractor's negligent performance of the services hereunder, any judgments for which the County may be liable, in excess of insured amounts required by this Agreement, or any portion thereof, may upon prior written notice to Contractor, 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 notice thereof and the Contractor's continued 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 relevant past or present employees, officers, and elected or appointed officials or identifiable volunteers (and their marital communities).
- r. The Contractor's required 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 Department Contract 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 Risk Manager, upon request.
- b. Worker's compensation insurance covering all of Contractor's 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. Contractor shall require all of its non-exempt subcontractors to have their own worker's compensation and employer's liability insurance.
- d. Except in instances of gross negligence and/or willful misconduct, 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 direct, documented, and reasonably incurred 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.

For clarity, Contractor shall not be responsible for nor have control over the: (i) accuracy and/or completeness of information received from the County, which is relied on to provide services hereunder; and (ii) means, manner, methods, sequences, procedures or techniques required of or used by the County and/or the County's other consultants or contractors who are performing services or construction work on the County's projects, including without limitation, for site safety, and the use of safe construction practices.

12. Subcontracting Requirements.

- a. The Contractor is responsible for meeting all applicable terms and conditions of this Agreement, and any failure of Contractor's 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 of its subcontractors.
- b. Every subcontractor providing services hereunder, must agree in writing to follow every term of this Agreement to the extent applicable to its performance. The Contractor must provide such subcontractor's written agreement to follow such terms of this Agreement before the subcontractor can perform any services under this Agreement. The Water Quality Manager or their designee must approve any proposed subcontractors in writing.
- c. Any dispute arising between the Contractor and any of its subcontractors or between Contractor's 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, shall 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.
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 prior 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 Contractor understands and agrees that County may terminate this Agreement 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 up to the effective date of termination.
18. Notices. All notices or other communications which any party desires or is required to give hereunder 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 Public Health Department Contracts Manager
P.O. Box 1220
Port Townsend, WA 98368

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

Mott MacDonald, LLC
1601 5th Avenue, Suite 800
Seattle, WA 98101

19. Integrated Agreement. This Agreement together with its attachments or addenda represents the entire and integrated agreement between the County and the Contractor with respect to the subject matter hereof, and supersedes all prior negotiations, representations, or agreements written or oral regarding the same. No representation or promise not expressly contained in this Agreement has been made. The Contractor ratifies and adopts all statements 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 good faith 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 first be submitted for good faith negotiations between the parties' respective senior management, failing which, such issue shall be submitted in writing within 10 days thereafter to the County Risk Manager, whose decision (acting reasonably) in the matter shall be final, but shall be subject to judicial review. If either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, each party in such action: (i) shall bear the cost of its own attorney's fees and court costs; and (ii) agrees to waive its right to a jury trial to the fullest extent permitted by applicable law. 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 to this Agreement.
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 applicable 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. 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.
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 applicable 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; provided that Contractor may retain an archival copy thereof for its project files, subject at all times to the confidentiality restrictions set forth in this Agreement.

(SIGNATURES FOLLOW ON THE NEXT PAGE)

JEFFERSON COUNTY WASHINGTON

Board of County Commissioners
Jefferson County, Washington

MOTT MACDONALD, LLC

By: _____
Greg Brotherton, Chair Date

By: _____
Kate Dean, Commissioner Date

By: _____
Heidi Eisenhour, Commissioner Date

SEAL:

ATTEST:

Carolyn Galloway Date
Clerk of the Board

Approved as to form only:

 _____
December 14, 2023
Philip C. Hunsucker, Date
Chief Civil Deputy Prosecuting Attorney

By: _____
Signature

Name: _____

Title: _____

Date: _____

EXHIBIT "A"
SCOPE OF SERVICES

- I. Contractor's Commitment to Providing Efficient and Cost-Effective Services. In accordance with the Standard of Care, Contractor shall perform its services efficiently and as cost-effectively as possible. To achieve this:
1. Contractor shall collaborate with County staff to understand each project's needs, the expected level of effort, and desired deliverables;
 2. Contractor shall provide its services in a manner that allows the County to develop confidence and trust in Contractor's work;
 3. Contractor shall work to eliminate, to the extent possible, duplication of efforts on projects by utilizing its 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;
 4. Contractor shall track budgets, use commercially reasonable efforts to stay within such budgets, and inform the County immediately when there is a possibility that any budget cannot be maintained;
 5. Contractor shall utilize a team approach to staffing, so that the persons comprising the team are both qualified and cost-effective personnel;
 6. Contractor shall designate a single point of contact for each scope of work;
 7. Contractor shall maintain an overarching understanding of all necessary services required 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;
 8. Contractor shall maintain a working institutional knowledge of Jefferson County procedures and protocols for invoicing procedures, plan preparation protocols, and the County communication protocols;
 9. Contractor shall be reasonably available, responsive, and reliable;
 10. Contractor 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,
 11. Contractor shall work to build trust and familiarity when interacting with the local community.

These components are not independent; rather, they are integral pieces that should allow

Contractor to create effective and efficient solutions in an era of regulatory and political complexity. Contractor has invested in training for Contractor's staff, so that Contractor can deliver the aforementioned project management and delivery services to the County. Contractor's project managers have the support of an experienced technical team that is committed to each project for its full duration.

II. On Call Environmental Services.

1. Basis. Contractor shall provide its services to the County on a cost-not-to-exceed basis.
2. Limits on Contractor's Staff. Contractor shall provide a written list of a core team of experienced personnel, within 5 business days of the Effective Date that will interact with Environmental Public Health staff on a day-to-day basis. The Water Quality Manager shall approve this list within 5 business days. Adding consultant staff to this list for lead roles in authorized task work requires written approval by the Water Quality Manager. Other technical personnel required for specific projects shall support this team, but only as approved in writing by the Water Quality Manager. A task order-specific list of Contractor's staff shall be provided with a task order and budget for a specific environmental project.
3. Projects. Contractor shall provide services on the following projects.
 - a. Environmental Services for Pleasant Harbor Master Planned Resort.
 - i. Contractor shall provide environmental services to support the County in monitoring and enforcing the Development 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, including but not limited to the Water Quality Monitoring Plan in Appendix N.
 - ii. Review, evaluate and comment on the baseline conditions report and data submitted under the Water Quality Monitoring Plan in Appendix N, and related services.
 - b. Technical Assistance
 - i. Contractor shall provide environmental services to support the County in areas such as watershed assessment, ground water analysis and modeling.
4. Contractor shall work on a time and materials basis as an environmental consultant, pursuant to the terms of the Agreement and in accordance with the rates set forth in Exhibit "B."

EXHIBIT "B"
PAYMENT

Contractor shall be paid for its reasonable and necessary fees and costs pursuant the requirement in this Exhibit "B." The County shall have the right to withhold payment to Contractor for any work not completed in accordance with the Standard of Care, until such time that Contractor modifies such work to so comply. Fees shall be based on the Labor Rate Schedule below:

LABOR RATE SCHEDULE

Classification	Hourly Rate
Principal	\$280.00
Senior Project Manager	\$192.00
Senior Hydrogeologist	\$190.00
Senior GIS specialist	\$185.00
Database Analyst	\$160.00
Staff Hydrogeologist	\$130.00
Admin	\$110.00

The Labor Rate Schedule is effective as of the Effective Date. Annual escalation of 5% shall apply 12 months after the Effective Date and every 12 months thereafter.

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 Contractor personnel is to be 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 Costs¹	Amount of Charge
Database or other computing costs	No Charge
Photocopying	15¢ a page
Postage and Delivery Services	At Cost
Courier service or next day service such as Federal Express	At Cost
Mileage	At the 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 Water Quality Manager in writing