



**KING COUNTY
FLOOD CONTROL
DISTRICT**

KING COUNTY FLOOD CONTROL DISTRICT

King County Courthouse
516 Third Avenue
Room 1200
Seattle, WA 98104

Signature Report

FCDEC Motion FCDECM2023-06

Proposed No. FCDECM2023-06.1

Sponsors

1 A MOTION authorizing the chair to enter into a contract
2 for the King County Flood Control District's Lower Green
3 River Corridor Visioning Committee Facilitator Services.

4 WHEREAS, the Lower Green River is home to approximately 22,000 people and
5 100,000 jobs, and

6 WHEREAS, the Corridor includes major transportation routes and public
7 facilities including hospitals, schools, farmland, parks, trails, and natural areas, and

8 WHEREAS, it benefits the residents of King County if the Lower Green River
9 valley is a safe place to live, fish, work, farm, and play for generations to come, and

10 WHEREAS, the Lower Green River flows through the cities of Auburn, Kent,
11 Renton, and Tukwila as well as Unincorporated King County, and

12 WHEREAS, it benefits the residents of King County for these local governments
13 define a vision for the land uses along the river in order to create a wholistic and
14 integrated environment that supports multibenefits, and

15 WHEREAS, the District created the Lower Green River Corridor Visioning
16 Committee to further define the vision of these local governments, and

17 WHEREAS, the District desires to enter into an agreement for the Lower Green
18 River Corridor Visioning Committee Facilitator Services;

FCDEC Motion FCDECM2023-06


19 NOW, THEREFORE, BE IT MOVED BY THE EXECUTIVE COMMITTEE OF
20 THE KING COUNTY FLOOD CONTROL ZONE DISTRICT:

21 SECTION 1. The chair of the King County Flood Control Zone District is
22 authorized to enter into the "King County Flood Control District Lower Green River
23 Corridor Visioning Committee Facilitator Services," Attachment A to this motion.

FCDEC Motion FCDECM2023-06 was introduced on 11/15/2023 and passed by the King County Flood Control District Executive Committee on 11/15/2023, by the following vote:

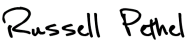
Yes: 4 - Dunn, Perry, Upthegrove and von Reichbauer

KING COUNTY FLOOD CONTROL DISTRICT
KING COUNTY, WASHINGTON

DocuSigned by:

B60CACB4B3EC49E...

Reagan Dunn, Chair

ATTEST:

DocuSigned by:

42A7D875B6B4420...

Russell Pethel, Clerk of the District

Attachments: A. King County Flood Control Zone District Contract for Professional Services

**KING COUNTY FLOOD CONTROL ZONE DISTRICT
CONTRACT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is entered into by and between the King County Flood Control District, a Washington municipal corporation (“District”), and CollinsWoerman, organized under the laws of the state of Washington, located and doing business at 710 Second Ave, Suite 1400, Seattle, WA 98104 (hereinafter the “Consultant”).

RECITALS:

WHEREAS, the District has determined the need to have certain services performed for the residents of King County, requiring specific expertise; and

WHEREAS, the District desires to have the Consultant perform such services pursuant to certain terms and conditions;

NOW THEREFORE, in consideration of the mutual benefits and conditions hereinafter contained, the parties hereto agree as follows:

AGREEMENT:

1. Scope and Schedule of Services to be Performed by Consultant.

The Consultant shall perform work as assigned by the District, which may include the services described in Exhibit “A” of this Agreement which is attached hereto and incorporated herein by this reference as if set forth in full. Additional work may be assigned by the District, however, this Agreement does not obligate the District to assign any specific work or any work to the Consultant. In performing the services, the Consultant shall comply with all federal, state, and local laws and regulations applicable to the services. The Consultant shall perform the services diligently and completely and in accordance with professional standards of conduct and performance.

2. Compensation and Method of Payment. The District shall pay the Consultant for services rendered according to the rates and methods set forth below. The Consultant shall request payment for work performed using the billing invoice form at Exhibit “B.”

TIME AND MATERIALS NOT TO EXCEED. Compensation for these services shall not exceed \$100,000 per year without written authorization and will be based on the list of billing rates and reimbursable expenses attached hereto as Exhibit “A.”

The Consultant shall complete and return to the District Exhibit “C,” federal tax Form W-9, prior to or along with the first billing invoice.

3. Payment.

A. The Consultant shall maintain time and expense records and provide them to the District monthly after services have been performed, along with monthly invoices in a format acceptable to the District for work performed to the date of the invoice.

B. All invoices shall be paid by District warrant within thirty (30) days of receipt of a proper invoice. If the District objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the Parties shall immediately make every effort to settle the disputed portion.

C. The Consultant shall keep cost records and accounts pertaining to this Agreement available for inspection by District representatives for three (3) years after final payment unless a longer period is required by a third-party agreement. Copies shall be made available on request.

D. On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to independent contractors, including, but not limited to, the maintenance of a separate set of books and records that reflect all items of income and expenses of the Consultant's business, pursuant to Revised Code of Washington (RCW) 51.08.195, as required by law, to show that the services performed by the Consultant under this Agreement shall not give rise to an employer-employee relationship between the parties, which is subject to Title 51 RCW, Industrial Insurance.

E. If the services rendered do not meet the requirements of the Agreement, the Consultant will correct or modify the work to comply with the Agreement. The District may withhold payment for such work until the work meets the requirements of the Agreement. The District shall pay the Consultant for services rendered within ten (10) days after District voucher approval. However, if the District objects to all or any portion of an invoice, it shall notify Consultant and reserves the option to only pay that portion of the invoice not in dispute. In that event, the Parties will immediately make every effort to settle the disputed portion.

F. The District reserves the right to direct the Consultant's compensated services before reaching the maximum amount.

4. Duration of Agreement.

A. This Agreement shall be in full force and effect for a period commencing upon mutual execution of this Agreement, and ending October 31, 2024, unless sooner terminated under the provisions of this Agreement. The District reserves the right to offer up to two one-year extensions prior to the expiration of the Agreement to retain the Consultant's services.

B. Time is of the essence of this Agreement in each and all of its provisions in which performance is required. If delays beyond the Consultant's reasonable control occur, the Parties will negotiate in good faith to determine whether an extension is appropriate.

5. Standard of Care. The Consultant represents and warrants that it has the requisite training, skill, and experience necessary to provide the services under this Agreement and is appropriately accredited and licensed by all applicable agencies and governmental entities. Services provided by the Consultant under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances.

6. Ownership and Use of Documents.

A. *Ownership.* Any records, files, documents, drawings, specifications, data, or information, regardless of form or format, and all other materials produced by the Consultant in connection with the services provided to the District, shall be the property of the District whether the project for which they were created is executed or not.

B. *Records preservation.* Consultant understands that this Agreement is with a government agency and thus all records created or used in the course of Consultant's work for the District are considered "public records" and are subject to disclosure by the District under the Public Records Act, Chapter 42.56 RCW ("the Act"). Consultant agrees to safeguard and preserve records in accordance with the Act. The District may be required, upon request, to disclose the Agreement, and the documents and records submitted to the District by Consultant, unless an exemption under the Public Records Act applies. If the District receives a public records request and asks Consultant to search its files for responsive records, Consultant agrees to make a prompt and thorough search through its files for responsive records and to promptly turn over any responsive records to the District's public records officer at no cost to the District.

7. **Relationship of the Parties; Independent Consultant.** The Parties intend that an independent contractor-client relationship will be created by this Agreement. As the Consultant is customarily engaged in an independently established trade which encompasses the specific service provided to the District hereunder, no agent, employee, representative or sub-consultant of the Consultant shall be or shall be deemed to be the employee, agent, representative or sub-consultant of the District. In the performance of the work, the Consultant is an independent contractor with the ability to control and direct the performance and details of the work, the District being interested only in the results obtained under this Agreement. None of the benefits provided by the District to its employees, including, but not limited to, compensation, insurance, and unemployment insurance are available from the District to the employees, agents, representatives, or sub-consultants of the Consultant. The District shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Consultant, or any employee of the Consultant. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives, and sub-consultants during the performance of this Agreement. The District may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

8. Indemnification.

A. Consultant shall protect, defend, indemnify and hold harmless the District, its officers, officials, employees, agents and volunteers from any and all costs, claims, injuries, damages, suits, losses or liabilities of any nature, including attorneys' fees, arising out of or in connection with the negligent acts, errors or omissions of the Consultant, its officers, employees and agents in performing this Agreement.

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

C. IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THIS WAIVER HAS BEEN MUTUALLY NEGOTIATED BY THE PARTIES.

D. The provisions of this section shall survive the expiration or termination of this Agreement.

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

A. *Minimum Scope of Insurance.* Consultant shall obtain insurance of the types described below:

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

ii. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent Consultants and personal injury and advertising injury. The District shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the District.

iii. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

iv. Professional Liability insurance appropriate to the Consultant's profession.

B. *Minimum Amounts of Insurance.* Consultant shall maintain the following insurance limits:

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

ii. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

iii. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

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

- i. The Consultant's insurance coverage shall be primary insurance as respects the District. Any insurance, self-insurance or insurance pool coverage maintained by the District shall be in excess of the Consultant's insurance and shall not contribute with it.
- ii. The Consultant's insurance shall be endorsed to state that coverage shall not be canceled by either Party except after thirty (30) days prior written notice by mail has been given to the District.

D. *Verification of Coverage.* The Consultant shall furnish the District with original certificates for all policies and a copy of the amendatory endorsements, including but not necessarily limited to, the additional insured endorsement for Automobile Liability and Commercial General Liability, evidencing the insurance requirements of the Consultant before commencement of the work.

E. *Notice of Cancellation.* The Consultant shall provide the District with written notice of any policy cancellation, within two business days of their receipt of such notice.

F. *Failure to Maintain Insurance.* Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the District may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the District on demand, or at the sole discretion of the District, offset against funds due the Consultant from the District.

G. *No Limitation.* Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the District's recourse to any remedy available at law or in equity.

10. Record Keeping and Reporting.

A. The Consultant shall maintain accounts and records, including personnel, property, financial and programmatic records which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain other such records as may be deemed necessary by the District to ensure proper accounting of all funds contributed by the District to the performance of this Agreement.

B. The foregoing records shall be maintained for a period of seven (7) years after the termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14 and by the District.

11. District's Right to Inspection and Audit.

A. Even though the Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the District and shall be subject to the District's general right of inspection to secure the

satisfactory completion thereof. The Consultant agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or become applicable within the terms of this Agreement to the Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

B. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by the District during the performance of this Agreement. All work products, data, studies, worksheets, models, reports, and other materials in support of the performance of the service, work products, or outcomes fulfilling the contractual obligations are the products of the District.

12. Work Performed at the Consultant's Risk. The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done at the Consultant's own risk, and the Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

13. Termination.

A. *Termination without cause.* This Agreement may be terminated by the District at any time for public convenience, for the Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors.

B. *Termination with cause.* This Agreement may be terminated upon the default of the Consultant and the failure of the Consultant to cure such default within a reasonable time after receiving written notice of the default.

C. *Immediate Termination.* This Agreement may be terminated immediately if the Consultant's insurance coverage is canceled for any reason, or if the Consultant is unable to perform the services called for by this Agreement.

D. *Rights Upon Termination.*

i. With or Without Cause. Upon termination for any reason, all finished or unfinished documents, reports, or other material or work of the Consultant pursuant to this Agreement shall be submitted to the District, and the Consultant shall be entitled to just and equitable compensation for any satisfactory work completed prior to the date of termination, not to exceed the total compensation set forth herein. The Consultant shall not be entitled to any reallocation of cost, profit or overhead. The Consultant shall not in any event be entitled to anticipated profit on work not performed because of such termination. The Consultant shall use its best efforts to minimize the compensation payable under this Agreement in the event of such termination. Upon termination, the District may take over the work and prosecute the same to completion, by contract or otherwise.

ii. Default. If the Agreement is terminated for default, the Consultant shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed. Any extra cost or damage to the District resulting from such default(s) shall be deducted from any money due or coming due to the Consultant. The

Consultant shall bear any extra expenses incurred by the District in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained, by the District by reason of such default.

E. *Suspension.* The District may suspend this Agreement, at its sole discretion. Any reimbursement for expenses incurred due to the suspension shall be limited to the Consultant's reasonable expenses, and shall be subject to verification. The Consultant shall resume performance of services under this Agreement without delay when the suspension period ends.

F. *Notice of Termination or Suspension.* If delivered to the Consultant in person, termination shall be effective immediately upon the Consultant's receipt of the District's written notice or such date as stated in the District's notice of termination, whichever is later. Notice of suspension shall be given to the Consultant in writing upon one week's advance notice to the Consultant. Such notice shall indicate the anticipated period of suspension. Notice may also be delivered to the Consultant at the address set forth in the "Notices" Section herein.

G. Nothing in this Subsection shall prevent the District from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement.

14. Discrimination Prohibited.

A. The Consultant shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Consultant under this Agreement, on the basis of race, color, religion, creed, sex, sexual orientation, age, national origin, marital status, presence of any sensory, mental or physical disability, or other circumstance prohibited by federal, State or local law or ordinance, except for a bona fide occupational qualification.

B. Violation of this Section shall be a material breach of this Agreement and grounds for cancellation, termination, or suspension of the Agreement by the District, in whole or in part, and may result in ineligibility for further work for the District.

15. Force Majeure. Notwithstanding anything to the contrary in this Agreement, any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, acts of war, terrorist acts, inability to obtain services, labor, or materials or reasonable substitutes therefor, governmental actions, governmental laws, regulations or restrictions, civil commotions, casualty, actual or threatened public health emergency (including, without limitation, epidemic, pandemic, famine, disease, plague, quarantine, and other significant public health risk), governmental edicts, actions, declarations or quarantines by a governmental entity or health organization, breaches in cybersecurity, and other causes beyond the reasonable control of the Party obligated to perform, regardless of whether such other causes are (i) foreseeable or unforeseeable or (ii) related to the specifically enumerated events in this paragraph (collectively, a "Force Majeure"), shall excuse the performance of such Party for a period equal to any such prevention, delay or stoppage. To the extent this Agreement specifies a time period for performance of an obligation of either Party, that time period shall be extended by the period of any delay in such Party's performance caused by a Force Majeure. Provided however, that the current COVID-19 pandemic shall not be considered a Force Majeure unless constraints on a Party's performance that result from the pandemic become substantially more onerous after the effective date of this Agreement.

16. Assignment and Subcontract. The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the written consent of the District. Any

assignment made without the prior approval of the District is void.

17. Conflict of Interest. The Consultant represents to the District that it has no conflict of interest in performing any of the services set forth in Exhibit "A". In the event that the Consultant is asked to perform services for a project with which it may have a conflict, Consultant will immediately disclose such conflict to the District.

18. Confidentiality. All information regarding the District obtained by the Consultant in performance of this Agreement shall be considered confidential. Breach of confidentiality by the Consultant shall be grounds for immediate termination.

19. Non-appropriation of Funds. If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the District will so notify the Consultant and shall not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. This Agreement will terminate upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to the District in the event that the terms of the provisions are effectuated.

20. Employment of State Retirees. The District is a "DRS-covered employer" which is an organization that employs one or more members of any retirement system administered by the Washington State Department of Retirement Systems (DRS). Pursuant to RCW 41.50.139(1) and WAC 415-02-325(1), the District is required to elicit on a written form if any of the Contractor's employees providing services to the District retired using the 2008 Early Retirement Factors (ERFs), or if the Contractor is owned by an individual who retired using the 2008 ERFs, and whether the nature of the service and compensation would result in a retirement benefit being suspended. Failure to make this determination exposes the District to significant liability for pension overpayments. As a result, before commencing work under this Agreement, Contractor shall determine whether any of its employees providing services to the District or any of the Contractor's owners retired using the 2008 ERFs, and shall immediately notify the District and shall promptly complete the form provided by the District after this notification is made. This notification to DRS could impact the payment of retirement benefits to employees and owners of Contractor. Contractor shall indemnify, defend, and hold harmless the District from any and all claims, damages, or other liability, including attorneys' fees and costs, relating to a claim by DRS of a pension overpayment caused by or resulting from Contractor's failure to comply with the terms of this provision. This provision shall survive termination of this Agreement.

21. Entire Agreement. This Agreement contains the entire agreement between the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the parties. If there is a conflict between the terms and conditions of this Agreement and the attached exhibits, then the terms and conditions of this Agreement shall prevail over the exhibits. Either party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

22. Non-waiver of Breach. The failure of either Party to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein contained in one or more instances, shall not be construed to be a waiver or relinquishment of said covenants, agreements, or options, and the same shall be in full force and effect.

23. Modification. No waiver, alteration, modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the District

and the Consultant.

24. Notices. All notices or other communications required or permitted under this Agreement shall be in writing and shall be (a) personally delivered, in which case the notice or communication shall be deemed given on the date of receipt at the office of the addressee; (b) sent by registered or certified mail, postage prepaid, return receipt requested, in which case the notice or communication shall be deemed given three (3) business days after the date of deposit in the United States mail; or (c) sent by overnight delivery using a nationally recognized overnight courier service, in which case the notice or communication shall be deemed given one business day after the date of deposit with such courier. In addition, all notices shall also be emailed, however, email does not substitute for an official notice. Notices shall be sent to the following addresses:

DISTRICT:

King County Flood Control District
Russell Pethel
Administrator/Clerk
516 3rd Ave. Room 1200
Seattle, WA 98104
Email: russell.pethel@kingcounty.gov

CONSULTANT:

CollinsWoerman
Steve Moddemeyer, Principal
710 Second Ave, Suite 1400
Seattle, WA 98104
Email: smoddemeyer@collinswoerman.com

25. Applicable Law; Venue; Attorney's Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding instituted to enforce any term of this Agreement, the Parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorney's fees and costs of suit, which shall be fixed by the judge hearing the case, and such fee shall be included in the judgment.


26. Compliance with Laws. The Consultant agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of those operations.

27. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement.

28. Severability. Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the District and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part with a valid and enforceable provision that comes as close as reasonably possible to expressing the intent of the stricken provision.

IN WITNESS WHEREOF, the District and the Consultant have executed this Agreement as of the dates listed below.

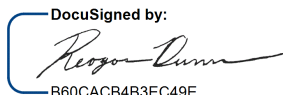
CONSULTANT:

By: 
3B88143BF94449B...

Title: Principal

Date: 12/20/2023

KING COUNTY FLOOD CONTROL DISTRICT:

By: 
B60CACB4B3EC49E...

Reagan Dunn

Title: Chair

Date: 12/20/2023



King County Flood Control District

Lower Green River Corridor
Visioning Committee
Facilitator Services

October 10, 2023



ARCHITECTURE • PLANNING • INTERIORS • SUSTAINABILITY

710 SECOND AVENUE • SUITE 1400
SEATTLE WASHINGTON 98104-1710
T • 206 245 2100

A | Executive Summary

October 10, 2023

Russell Pethel
Administrator / Clerk of the Board
King County Flood Control District
russell.pethel@kingcounty.gov

RE: Lower Green River Corridor Facilitator
Services – Proposal

Dear Russell Pethel and the King County Flood District selection committee,

The King County Flood District is seeking a facilitator to meet with local jurisdictions and other stakeholders to create a vision and workplan for the Lower Green River Corridor.

We propose a value planning approach.

Value planning brings people together where they create integrated and innovative outcomes based on shared values and goals. It builds local trust and a new perspective for folks who might traditionally be at odds.

As expert facilitators with deep experience in value planning, we create an environment where local communities find their own solutions that inspire, excite, and lay out their own roadmap to successful implementation.

Value planning is excellent for communities with complex problems. It is a strategic intervention in the status quo that opens new possibilities, new ideas, and new creativity while building strong local ownership. With value planning, local officials and community members can work together in new ways, find common ground, and accomplish outcomes that had been beyond reach.

The alternatives developed in the Lower Green River Corridor Programmatic EIS outlines some of the significant impacts and alternatives for flood management and protection. There are many other priorities for elected officials, staff, and community members beyond flooding that compete for their time and attention.

For example, Growth Management requires that local governments in the Lower Green River Corridor encourage 50,000 new housing units by 2044. Food security is an ongoing challenge for many families, and emerging technologies are rapidly shifting the employment base in the corridor. Traffic, pandemics, social media, and political conflict add to the sense of a world teetering out of control. In a world with plenty of pressures and stresses, a flood someday in the future may seem like a luxury concern.

Yet keeping people safe, minimizing damage, and recovering from disasters is an obligation for local officials. Flooding is a serious threat to that safety. A flood can wash away lives, vehicles, jobs, and the future in hours.

With flood management as a driver for action, our value planning process can create multiple pragmatic wins across many issues and challenges. Our step-by-step approach creates a time and space where community leaders will have all the tools they need to build a cohesive and collaborative vision. With value planning, they will create a unified vision, inspire action, and retain local ownership in a practical workplan and a compelling consensus vision for communities vulnerable to flooding in the corridor.

Thank you for taking the time to consider our proposal and process. We would welcome the opportunity to meet with you and others to address any questions you may have.

Best Wishes,

Steve Moddemeyer, Principal
206.245.2034 direct
smoddemeyer@collinswoerman.com

CollinsWoerman

Firm Introduction

Our Practice Centers

Seattle

710 Second Ave.
Suite 1400
Seattle, WA 98104
tel. 206.245.2100

Spokane

502 W. Riverside
Suite 200
Spokane, WA 99201
tel. 509.824.1400

Company Overview

CollinsWoerman was founded in 1988 by Arlan Collins and Mark Woerman. They lead the firm today with the support of a business management team and five initiative teams that implement the firm's practice agenda.

By design, CollinsWoerman is a mid-sized firm with an average staff of 75 professionals. We are west coast-based with a national practice serving clients and projects across the U.S. and Western Canada. Our Spokane Practice Center is not your typical branch office. Rather it's a fully integrated component where resources and expertise are seamlessly allocated to the needs of our projects.

Our teams are nimble and work across multiple marketplaces. This crossover benefits our clients through our staff's universal understanding of what drives great decisions.

CollinsWoerman offers the experience of a larger firm with the service ethic of a smaller firm, and we tailor our approach to the unique opportunities inherent in each project. We are passionate about design and are committed to creating extraordinary value for our clients and the communities we work in.

Local Planning & Regulatory Experience

Our planning practice leaders bring extensive public sector experience as city planners and working with city planners as consultants. Our public sector practice team includes a former city planning director as well as a former senior planning lead with extensive land use experience.

Our planning efforts include Segale Properties's 250 acres in the Lower Green River Corridor. In addition, we have collaborated and used value planning principles to assist the creation of Bellevue's Downtown Implementation plan; South Lake Union Master Plan; Quendall Landing Master Plan; Port of Bellingham Waterfront Master Plan; and Yesler Terrace TOD Master Plan. We have been regularly engaged by the public and private sector as their consultant for assignments ranging from creating their downtown vision plan to helping create economically justifiable master plans that get implemented.

Over the years, CollinsWoerman has designed projects and evaluated the opportunities on dozens of sites throughout the region. We understand that all successful projects need collaborative and effective partnerships with the public sector.

In most cases, there is a public/private partnership that occurs, whether this is explicit or not. CollinsWoerman believes the public sector has responsibilities that need to be understood, defined, and assigned, whether that is timely processing of permits and approvals or providing necessary infrastructure for projects. We build relationships and collaborate with the public sector and other stakeholders on every project we touch, to enable successful outcomes for all parties.



B | Proposal to Meet Scope of Work

Element One

Prepare, Invite, Schedule, Vision Team Kick-Off

Working closely with the Executive Director of the District, we will develop a list of key local elected officials, staff, community/neighborhood representatives, business interests, and significant landowners. We will establish interview schedules to hear their interests, concerns, and perspectives directly. These interviews will shape how we frame the subsequent steps. Next we will develop key milestone dates for the entire process, being mindful of holidays and vacation schedules. We will then recruit some of them to serve on the Vision Committee for the process as well as prepare project information, use project information to educate affected members about the impacts of flooding.

Element Two

Interviews

During the interviews we will seek insights and concerns about flooding and possible next steps. We will also ask more broadly about other issues and concerns that are important in their own local context. These non-flood issues will become increasingly important as our process unfolds. We will work with the Vision Committee to introduce key concepts that inform our approach. Those concepts are (a) reframe the challenges beyond flooding, (b) introduce shared values as metrics for success, (c) introduce recovery time as an important element for prioritization of plan options, (d) Introduce integrated strategies and how addressing more than one challenge at a time can provide important benefits to both processes, despite their different funding methods and authorities, (e) how use of shared values builds trust and ownership and creates opportunities for different interests to find mutually beneficial solutions together, and (f) identify key locations that might be important during a tour.

Element Three

Tour and Workshop

Based on the dates selected and the tour locations recommendations from the interview, we will have a half-day tour of key locations. The Vision Committee will invite up to 60 persons to participate in the value planning tour and workshop. The tour will be followed by an informal reception. The tour is important in several ways: it provides a common understanding of the opportunity and challenging locations and is an easy way to begin to build rapport between everyone, including the facilitation team. Key questions will be asked during the tour to seed ideas that may or may not emerge in the following workshop. The informal reception after the tour is another chance for folks to begin the process of becoming allies.

The tour is typically the day before the value planning workshop, but it can be up to two weeks prior.

The value planning workshop requires a full day commitment. The agenda is as follows:

1. Welcome and Introductions (12 tables with no more than 6 seats per table)
2. Overview of the Day
3. Written Exercise: Write down shared values – as many as you want and then place on the wall next to similar values.
4. Presentations (45 mins) Typically three expert overviews of the challenges and opportunities. Examples of integrated solutions by others.
5. Break
6. Review of Shared Values (values have been clustered into groups and are presented). These values become our criteria for success. The ideas that do the best job of including these values will be the most likely to move forward because they will collect the most support. Example values might be family, affordable, pragmatic, visionary, effective, etc.

7. Written Exercise: Write down ideas that could be interesting. Then place your idea on the wall next to other ideas that are similar. After being clustered, the result is about ten to twelve interesting concepts that will be assigned to tables for further work. Some tables might be assigned two concepts to work on together.
8. Table Work: Each table has about six to eight members. Each table will have a facilitator, documentarian, and a list of about 10-14 questions/ assignments that must be answered. These questions stimulate the participants to define and clarify the concepts that resonate with them. They may only pick a portion of the concepts to further address, but that's fine. Nothing gets lost. After a working lunch and an hour or so of discussions, each table presents a brief report of what they are up to. Other tables are encouraged to steal concepts from each other. If you see that another table's work fits in well with what your table is doing, then feel free to add it to your concept. One of the first questions in the assignments is to broaden the concept to include more of the shared values. If the original concept is strong on "cost-effective" and "family" but leaves out "habitat," then can it also grow to include habitat?
9. Final Report Out. Each table then has six minutes to report their findings. The results will be fun, interesting, and intriguing. There will be some seriously good ideas presented that will "have legs."
10. Closing Round Robin. In the closing few minutes of the workshop, participants will be asked to reflect on what they heard, what stood out, what they will remember. One of the key insights we often hear is, "These ideas really all seem to fit together pretty well, and they don't really conflict with one another too much." They fit together because we are using shared values to develop them. These values help to shape solutions that can pass muster with lots of otherwise different viewpoints.

Key to **value planning** is that instead of one party coming up with a plan and asking others to love it, **we start with the values and then develop proposals together that best reflect our shared values.** This creates local ownership, adoption of innovation, and integrated solutions.

Element Four Presentation

The vision committee and consulting team will develop an online and public presentation to the King County Flood Control District. It will highlight the process, how the concepts were developed, and the next steps for refinement of the initial concepts.

Element Five Technical Teams

The results of the workshops will be inspiring but only the beginning. The most promising ideas will be assigned to Technical Teams who will have sixteen weeks to further refine these key concepts with an eye towards implementation. The technical team’s job is not to change the proposals, but to refine the proposals to better understand what is required to achieve the concepts. For example, integrated concepts often face funding restrictions as funding is often limited to specific and narrow purposes. This could be a topic for the technical team to identify a solution: if funding is limited to only flooding, then which portions of the concept need other funding? Are agreements needed to line up a funding package? Are particular grants available that could fill in any gaps? The goal is to develop solid insight for presentation at the Implementation Workshop that follows.

Technical teams will be composed of volunteers from the workshop with appropriate skills, professional staff who may be assigned by jurisdictions and/or the flood district, members of the facilitation consulting team, and select outside experts as needed.

Technical teams may also choose to hold community outreach events as they perfect their proposals. The intent is to provide transparency and voice for those who may be impacted.

Element Six Implementation Workshop

On the seventeenth week or so after the initial workshop, a shorter three-hour implementation workshop is convened. All 60 participants are asked to attend. The workshop content is broadcast on the web for broader community access. The agenda for this workshop is:

1. Welcome
2. Overview of the initial workshop
3. Reports from the Technical Committees (about 10 minutes each)
4. Break into small tables or online breakout groups and talk about implementation. What are the initial thoughts? What are key challenges?
5. Report from each table. Our key thoughts for sharing
6. Facilitator’s question to all: Is there enough here for us to move forward on some of these concepts? Other concepts may still be attractive but would naturally follow later.
7. Next Steps for an ongoing workplan.

Element Seven Final Work Plan and Report

The facilitation team and Vision Committee will collaborate to document the process and draft a workplan based on the findings of the technical teams and the implementation workshop. The draft is shared with the key cities, unincorporated county, and the flood district. Formal adoption of some or all of the workplan may follow.

Deliverables

1. Strategic Workplan and Report
2. Meeting, workshop, Vision Committee, and technical team facilitation
3. Consensus Vision for the workplan
4. Engagement of Stakeholders
5. Final Report

Methodology

Value planning works because it reframes the discussion for communities that have often been at odds with each other so long that they can lose sight of what they share.

By using values, we avoid the normal course of business where one party comes up with a great idea that meets their own values, and then shares it with the broader community only to be disheartened when others immediately disagree. Even with the best of intentions it is very difficult to develop a proposal that resonates with others unless they feel a sense of ownership in it and can also see their own unique values represented.

Another important element of the value planning method is the written exercise and use of the wall to cluster written concepts. By writing the value and idea on a sticky note, it becomes separate from the person who wrote it. For folks who have a proscribed role but might also have creative ideas, this written technique allows them to float ideas without having to own them. If the idea resonates and is further developed, great! If it doesn’t resonate, too bad, but not a personal rejection that must otherwise be admired or feared because of who wrote it.

Prior to the ideation phase of the workshop, the facilitation team will tee up examples of integrated projects that did a nice job of meeting multiple values. For example, on an Eastern Washington value planning project our team shared how using algae can be a win/win for water quality while resulting in feedstock for bioplastics. A very conservative community was interested but cautious about something this innovative. Yet after several years of feasibility analysis, a \$30 million algae grow facility has already broken ground and is under construction.

Finally, our methodology is very efficient. It concentrates activities into short bursts that stimulate creativity while still allowing for practical and pragmatic considerations to be taken into account.

ELEMENT	MONTHS											
	1	2	3	4	5	6	7	8	9	10	11	
0 Project Manage & Coordinate	[Active]											
1 Prepare, Invite, Schedule, Vision Team Kick-Off	[Active]											
2 Interviews		[Active]										
3 Tour & Workshop				[Active]								
4 Presentation					[Active]							
5 Technical Teams					[Active]							
6 Implementation Workshop								[Active]				
7 Final Workprogram & Report									[Active]			

Seeking Solutions for Specific Tasks

We have facilitated dozens of value planning processes across Washington State with local communities that span all political stripes. We have also used this approach cross culturally including in Japan, Turkey, Canada, and Sweden. The structure of the process is designed to let locally owned values prevail. This is key to ownership. We are the facilitators and the communities are the creators. Our team creates a place and process where creative, innovative, and satisfying concepts can blossom.

A specific task that can be daunting is called out in the scope of work for the Request for Proposals, “develop(ing) a consensus vision for the future of the Lower Green River Corridor.” Our intent is to achieve just that where value planning sets the stage for creating and grounding a vision in shared values. Value planning also generates creative and pragmatic options that can meet a broad range of needs inclusive of, but not bounded by, flooding.

A good example is our work in Whatcom County to address fish, flood, and farm issues with the Nooksack River Floodplain Integrated Planning Team (FLIP). Working with the FLIP Steering Committee we have hosted two value planning workshops and ongoing implementation meetings with a broad range of interested parties including the Tribes, cities, farmers, state agencies, and irrigation districts.

The process starts with value planning where shared values become criteria for success. After several years of working on creative solutions to address flooding, the small city mayors and the County Executive realized that they would need to work together to achieve any lasting solutions. With our facilitation, they created the consensus document signed in June 2023, the Nooksack River Flood Hazard Mitigation Plan Agreement. This agreement is informally called the Steakhouse 9 Agreement because the value planning sessions that generated the shared values that underpin the agreement were developed during value planning at the Steakhouse 9 facility.

This Agreement was not controversial, as it was a formalization of the informal norms and working attitudes that the city and county leaders had developed as they worked together to advance flood protection and recovery strategies for the next round of severe flooding.

The Agreement (see below) started by acknowledging that safety and rapid recovery from flooding are important responsibilities. The officials acknowledged that they will always face flooding but that they can increase the safety of their communities. They further acknowledged that working collectively makes them stronger and that they benefit from the diversity of interests and points of view between them. The agreement then spells out the fourteen values that they share that will guide them as they seek solutions for mutual gain.

Those fourteen values were based on the shared values developed during the value planning workshops. The norms and working attitudes emerged as these officials worked to develop the solutions that emerged from their collaborations developed during the value planning workshops.

In the Lower Green River Corridor, we believe that the value planning approach will accelerate creativity and mutual ownership in integrated solutions for the types of complex challenges faced in the corridor. Value planning works to set the stage for consensus agreements like the Steakhouse 9 Agreement because it reframes how a group sees the challenges they face. It provides for an engaging interaction to create solutions together that navigate above and through the usual barriers that arise when communities skip values and just battle over alternative solutions.

In Element 2. Interviews sketched out above, we mention key concepts that we will introduce during those interviews. One of the essential concepts is *recovery time* as a tool for prioritization. Recovery time is important to finding affordable solutions for the challenge of Lower Green River flooding.

Recovery time is a fundamental concept in the ASTM Standard for community resilience, ASTM E3350-22. We served on the committee for ASTM that developed this standard and applied the approach with Boulder County and cities to develop resilient infrastructure for their recovery from their 2013 devastating floods.

Recovery time is important because it shifts the focus from the system-centric viewpoint to the consequences of system performance on survivors. This bottoms up approach solves two confounding challenges from climate change: the death of stationarity and equity. The death of stationarity means that we can no longer rely on the historical record to develop probabilities of exceedance. Whatever capacity we choose for our design, we can no longer be sure that those conditions will be rare. Using recovery time as a metric means that we pick a prudent standard for resisting events, and we anticipate and expect that whatever standard we pick will be overwhelmed. That means we need to consider the consequences of any exceedance event and develop solutions that speed the recovery of important community functions impacted by that exceedance.

In focusing on community functions and recovery of those functions after an extreme event, we can create systems that are more than just hardware or capital projects. Often, accelerating the time to recovery can be a program like instant credit or enhanced local insurance. It leads towards the creation of resilience hubs in affected communities so that all the resources they need to recover are already in place before the event. It can even lead to significant cost savings as we realize that some elements of the system need to be prioritized for higher levels of protection while other areas may be safely deprioritized depending on the consequences of their exceedance on the recovery time for survivors.

Another task is writing the workplan and report. Our proposal is structured so that the work program is an organic outgrowth of creative and collaborative work of the community members, vision committee, and elected officials, supported by our consulting team.



C | Qualifications

Core Team

Steve Moddemeyer, CollinsWoerman, is the Principal in Charge and Co-Facilitator. His assignment is to guide the project, participate with the Flood District Executive Director in project trajectory, participate in the interviews, vision committee, tour, workshop, and guide the technical teams. He also helps with the Implementation workshop and reviews the Draft and Final Workplan and Report. Steve has conducted fish, farm, and flood-based value planning for Pierce County in the Clear Creek Watershed and for Whatcom County in the Nooksack River. He was also a member of the team for the Chehalis Local Action No Dam (LAND) “value planning” process for the Chehalis River and led a post-flood resilient infrastructure process with Boulder County and cities in Colorado. He is a recognized expert in community resilience and served as the Chair of the National Academies of Sciences Committee on Hazard Mitigation and Resilience Applied Research Topics that published two reports in 2022: *Equitable and Resilient Infrastructure Investments*, and *Resilience for Compounding and Cascading Events*.

During his career, Steve served as a Senior Strategic Advisor to the City of Seattle Planning Director and for the Seattle Public Utilities where he was manager for regional relations. He also worked for the city in guiding cross-departmental initiatives for capital projects, salmon, and sustainable urban design.

Ted Sturdevant, Center for Sustainable Infrastructure (CSI), is the co-facilitator. He is an excellent facilitator with a clear and easy style that is professional and respectful. He listens well and asks clarifying questions if he sees that the group may have missed an important comment or issue that needs to be addressed. Steve and Ted have teamed up for value planning projects in multiple communities across Washington State. As a Director of Policy for Governor Inslee, Chief of Staff for Washington’s Public Lands Commissioner as well as and having served as the Director of the Washington State Department of Ecology, Ted has deep expertise in managing state and local government roles, duties, priorities, and personalities. Ted is now Policy Director for CSI, a nonprofit based in Olympia that works at the intersection of sustainability, resilience, policy, and program management.

Harold Moniz, CollinsWoerman is the Senior Planner. As a former planning director himself, Harold is an expert in land use strategies and methodologies. He will particularly work with the city planner technical team to facilitate their consideration of land use options and alternatives. Harold understands the development process extremely well and also serves an excellent quality control function. He will be involved in some of the interviews, management of the value planning workshop, management of one or more technical teams, and quality control for the final workplan and report.

Caroline Do, CollinsWoerman, will serve as the project manager. She will support the vision committee, maintain communications, help develop schedules and logistics, provide input and insight on integrated solutions, prepare materials for meetings, and serve as principal writer for the final workplan and report. Caroline is expert in sustainability and started the firm’s Committee of Responsible Design and is a part of the firm’s Inclusion, Diversity and Equity Advocates.

Michael Young, CollinsWoerman, is a highly-experienced visual designer with a background in graphic design, web design/development, and environmental graphics. He combines creative composition with functional design and will be responsible for creating the graphics needed for the project.

Additional Experts across a wide range of fields are available who and can be deployed as part of the CollinsWoerman team depending on the issues that emerge during the interviews. Steve and Ted have a vast network of local and national contacts who can provide needed depth and expertise. We may invite one or more to potentially participate in the tour and workshop and/or participate in one of the technical teams.

King County Flood Control District

Integrated Project Team



Steve Moddemeyer
CollinsWoerman
Co-Facilitator



Ted Sturdevant
CSI
Co-Facilitator



Harold Moniz
CollinsWoerman
Senior Planner



Caroline Do
CollinsWoerman
Project Manager



Michael Young
CollinsWoerman
Graphic Designer



Steve Moddemeyer CO-FACILITATOR

REGISTRATIONS/CREDENTIALS: Chair, National Academies of Sciences Committee on Applied Research for Hazard Mitigation and Resilience (2021-2022); Advisor, Univ. of Wash. Masters in Infrastructure Management and Planning; Member, International Union for the Conservation of Nature Social-Ecological Resilience and Transformation Group

YEARS OF EXPERIENCE: 32 **YEARS WITH COLLINSWOERMAN:** 16

EDUCATION: Bachelor of Landscape Architecture, University of Washington

Steve offers over 32 years of experience leading governments, land owners, and project teams towards increased sustainability and resilience. He creates tools, policies, and programs that empower communities to implement resilience principles into planning for land use and urban infrastructure. He works on climate change adaptation, sustainability strategies for large urban redevelopments, and advanced sustainability strategies for land owners, cities, counties, and utilities.



Ted Sturdevant CO-FACILITATOR

PROFESSIONAL BACKGROUND: Ted facilitates community infrastructure and economic development projects that deliver multiple economic, environmental and social benefits, allowing people to come together across dividing lines to show how prosperity and sustainability can go hand in hand and begin to erase those lines.

YEARS OF EXPERIENCE: 30+

Ted brings a lifelong commitment to fostering wise decisions that support a sustainable quality of life in the Pacific Northwest and beyond. He has deep experience in strategy development, leadership, organizational health, facilitation, and environmental and public policy. Ted enjoys bringing people together to find multi-interest solutions to complex challenges, finding these solutions to be more durable and achievable than single-interest pursuits that create winners and losers.

RELEVANT PROJECT EXPERIENCE

Whatcom County's Nooksack River Floodplain Integrated Planning Steering Committee
Whatcom County WA
Value Planner

Nooksack River Floodplain Integrated Planning
Whatcom County WA
Facilitator

Clear Creek Strategy Plan for Pierce County
Pierce County WA
Value Planner

Seattle Waterfront Clean Energy Strategic Plan
Seattle WA
Project Principal

The Waterfront District, Port of Bellingham
Bellingham WA | 250 acres
Sustainability

Industrial Symbiosis for Port of Willapa Harbor
Raymond WA
Project Principal

Chelan PUD Fifth Street Campus Redevelopment Planning
Wenatchee WA
Project Principal

Seattle Waterfront Clean Energy Strategic Plan
Seattle WA
Project Principal

Seattle Stadium District Land Use & Energy
Seattle WA
Project Principal

Port of Seattle Maritime CESP
Seattle WA
Planning Team Lead

LaConner Sea Level Rise
LaConner WA
Project Principal

King County Climate Adaptation Strategies for Fish Passage
Seattle WA
Project Principal

Resilience Design

Performance Standard
Boulder County, CO
Project Principal

University of Washington Seismic Resilience Strategy
Seattle WA
Advisor

City of Seattle Pre-Disaster Master Plan, Phase 1
Seattle WA
Authored & Implemented

Cities of the Future, International Water Association
Global
Led, Facilitated & Developed

Yesler Terrace Sustainable District Study
Seattle WA
Strategy Leader

Sustainable Infrastructure Strategies
Seattle WA
Strategy Leader

Urban Sustainability Planning Strategies
Seattle WA
Bellingham WA
Redmond WA
Creator, Advisor & Project Manager

Clinton Foundation Advisor for Climate Positive Development Program
Global
Technical Advisor

Willapa Bay Regional Economic Diversification Summit
Raymond, WA
Integrated Strategies Lead

Bonneville Environment Foundation Floodplains by Design Efficiencies Project
Washington State
Strategy and Facilitation

Community Generated Alternative Solutions
Stevenson, WA
Strategy and Technical Team Lead

RELEVANT EXPERIENCE

Center for Sustainable Infrastructure
Director of Strategic Initiatives
2020 – present

QLi Consulting
Consultant
2019

Office of the Commissioner of Public Lands
Chief of Staff
2017-2019

Athena Consulting
Consultant
2015 - 2017

Washington Governor's Office
Director, Legislative Affairs and Policy, Office of the Governor
2013 - 2014

Washington Department of Ecology
Director
2009 - 2013

Washington Department of Ecology
Government Relations Director
2003 – 2009

Washington Governor's Office, Gov. Locke's Community Relations and External Affairs Offices
1997 – 2003

RECENT PROJECTS

Klickitat Hospital Value Planning, Goldendale Energy Exchange
Goldendale WA
Facilitator

Sustainable Colleges Retreat (Value Planning), Washington State Community and Technical Colleges
Facilitator

Willapa Harbor Economic Development Strategy
Facilitator, Project Leader

City of Pasco, Process Water Reuse Facility Value Planning
Facilitator

Mid-Columbia Economic Development District, Economic Development Summit
Organized Regional Economic Diversification Summit for Klickitat County in partnership with US EDA

City of Gresham, Value Planning for Water Resilience
Facilitator or value planning in partnership with FEMA and the University of Oregon to build community resilience into their new groundwater system



Harold Moniz SENIOR PLANNER

REGISTRATIONS/CREDENTIALS: Professional Community and Economic Developer

YEARS OF EXPERIENCE: 43 **YEARS WITH COLLINSWOERMAN:** 16

EDUCATION: Bachelor of Science, Environmental Science, Washington State University

Harold has been involved in community and economic development, public outreach, and master planning for 40 years and previously served as the planning director for the City of Ketchum, Idaho. He's managed numerous long-range planning initiatives and development review processes, ensuring to capture each clients' visions. Harold is passionate about creating places that are vibrant, desirable, and tell the story of a community's unique history and culture.

RELEVANT PROJECT EXPERIENCE

Planning Director, Ketchum Idaho

Managed all long range planning initiatives and development review processes. Project Manager for the Downtown Master Plan, which transformed the vision of downtown and led to several catalytic projects. Also responsible for:

- Downtown Form-based Zoning Code, the first in Idaho
- Affordable Housing Inclusionary Zoning
- Downtown Transportation Master Plan
- NE 4th Street Pedestrian Corridor
- Town Plaza property trade
- Community Development Corporation creation
- Urban Renewal Agency formation

Osage Nation Government Campus Master Plan

Pawhuska OK | 92 acres
Senior Planner

Swinomish Tribe's Tribal Economic Development Zone Master Plan

La Conner WA | 100 acres
Senior Planner

Segale Properties

Tukwila WA | 500 acres
Senior Planner

The Waterfront District, Port of Bellingham

Bellingham WA | 250 acres
Senior Planner

Yesler Terrace Community Redevelopment Plan

Seattle WA | 36 acres
Senior Planner

Woodin Creek Village Master Plan & Development Agreement

Woodinville WA | 23 acres
Senior Planner

Des Moines Marina Redevelopment Master Plan

Des Moines WA | 25 acres
Senior Planner

Mount Vernon Downtown Redevelopment Plan

Mount Vernon WA | 25 acres
Senior Planner

Koll Commerce Center Master Plan & Development Agreement

Redmond WA | 10 acres
Senior Planner

Kenmore Lakepointe

Kenmore WA | 50 acres
Senior Planner

Private Development adjacent to East Main Transit Station

Bellevue WA | 5 acres
Senior Planner

Waterfront Private Development Master Plan

Anacortes WA | 12 acres
Senior Planner

Private Development Master Plan

Kirkland WA | 10 acres
Senior Planner

Overlake Village Private Development Master Plan

Redmond WA | 10 acres
Senior Planner

Esterra Park Master Plan (formerly Group Health Overlake)

Redmond WA | 28 acres
Senior Planner



Caroline Do PROJECT MANAGER

REGISTRATIONS/CREDENTIALS: Registered Architect in Washington

YEARS OF EXPERIENCE: 6 **YEARS WITH COLLINSWOERMAN:** 5

EDUCATION: Bachelor of Architecture, California Polytechnic State University

Caroline is deeply passionate about sustainability and equity in the built environment and beyond. She's worked on several commercial mixed-use projects where she's been a champion for sustainability, whether through building materials or lowering carbon output. She believes in designing with everyone in mind and uses a thoughtful and democratic approach to decision making to easily resolve project issues alongside her team. Caroline also started the firm's Committee of Responsible Design and is a part of the firm's Inclusion, Diversity and Equity Advocates and serves as an ACE mentor to high school students interested in becoming architects.

RELEVANT PROJECT EXPERIENCE

303 Battery

Seattle WA | 80,000 sf
Project Architect

615 Dexter

Seattle WA | 200,000 sf
Project Architect

Chapter Building I

Seattle WA | 220,000 sf
Design Assist

Chapter Building II

Seattle WA | 190,000 sf
Design Assist

570 Mercer

Seattle WA | 280,000 sf
Project Architect



Michael Young GRAPHIC DESIGNER

YEARS OF EXPERIENCE: 24 **YEARS WITH COLLINSWOERMAN:** 16

EDUCATION: Bachelors of Science, Advertising, University of Texas at Austin

Michael is a highly-experienced visual designer with a background in graphic design, web design/development, and environmental graphics. Over the past 16 years at CollinsWoerman, he has combined creative composition with functional design, producing wonderful graphics and visualizations. He remains flexible and works closely with each internal team to ensure goals and visions are clearly met on time.

RELEVANT PROJECT EXPERIENCE

Kirkland Urban South

Kirkland WA | 325,000 sf
Environmental Graphic Designer

University of Washington-Gonzaga University Health Partnership Building

Spokane WA | 100,000 sf
Environmental Graphic Designer

1916 Boren

Seattle WA | 235,00 sf
Environmental Graphic Designer

PowerA

Woodinville WA | 1,500 sf
Environmental Graphic Designer

303 Battery

Seattle WA | 87,800 sf
Environmental Graphic Designer

Marimn Health Clinic & Pharmacy Addition

Plummer ID | 10,000 SF
Environmental Graphic Designer

Green Lake North Block

Seattle WA | 120,000 sf
Environmental Graphic Designer

CollinsWoerman

Seattle WA | 20,000 sf
Environmental Graphic Designer



Prato District - Segale Properties

TUKWILA, WA

CollinsWoerman led the master planning and entitlements for the largest contiguous pad-ready land site in a West Coast metro area. The plan accommodates the Growth Management Act requirements set out in the City of Tukwila Comp Plan's introduction, including the identification of "Urban Growth Areas that can accommodate at least 20 years of new population and employment" and the identification and protection of "open space corridors of regional significance." Most importantly, it materially assists what is identified as the Comp Plan's primary charge: to preserve and enhance "Tukwila's long-term economic growth and community viability and identity."



Nooksack River Floodplain Integrated Planning

WHATCOM COUNTY, WA

In 2019 CollinsWoerman was invited to facilitate a value planning workshop with the Nooksack River Floodplain Integrated Planning (FLIP) team by Whatcom County River and Flood's Paula Harris. We helped create a tour and workshop with the FLIP Steering Committee that includes the Nooksack Tribe and Lummi Nation, farmers and irrigation district leaders, city officials, county officials, and technical resource staff. The focus was on Reach Two of the river and the workshop played a signature role in creating creative and mutually supported strategies for fish, flood, and farm interests. In using shared values as criteria for success, individuals who often see the world differently were able to find common ground on a range of strategies for that reach.

As implementation was underway in Reach Two, a new value planning workshop was scheduled for Reach One, which is where the river flows west into the Salish Sea. However, in November 2021, a series of atmospheric rivers caused hundreds of millions of dollars of damages in Whatcom County. During the flood, the extreme flows created a "flow split" near the town of Emerson where a large portion of the river flooded north with major impacts on the town of Sumas and British Columbia with over a billion dollars of damage.

Recovery from a flood is often contentious. Some agitate for swift and simple solutions - many of which are not viable responses. Communication becomes strained and lots of pressure is placed on local leaders to do something meaningful to protect those affected. To their credit, the FLIP team was able to host a remarkable flow split value planning session that has set in motion a range of concepts and solutions that are being developed at this time.



Clear Creek Strategy Plan for Pierce County

PIERCE COUNTY, WA

The Clear Creek watershed in the Puyallup River has issues where flooding, farming, housing, transportation, fisheries and habitat restoration issues collide. Several years of stalemate was frustrating and Pierce County decided to try out value planning after hearing how it had helped in La Conner, WA where that community was able to creatively address sea level rise issues.

Working with the steering committee, CollinsWoerman developed a value planning process including a tour, workshop, and technical team analysis.

The participants in the value planning process had a breakthrough. For example, the tour included a visit to farmlands with flood and habitat potential. The Tribal biologists noted that they had never before been allowed on the property and by being on site, it gave them new ideas for solving the habitat/farming issues. Farmers were also concerned about the rising groundwater levels that could drown out the crops they featured, so one of the solutions that emerged was to create an ongoing scope of work on resilient farming, where the farmers could blend insights from climate change science with the practicality of adapting their farming to conditions as they change. Residents in mobile home parks have been reluctant to move because a buy-out never gave them enough money to buy somewhere new. During the value planning session, the idea that the county could develop a new mobile home "receiving zone" out of harms way emerged as a possibility.

As always, the work is ongoing. Yet, what value planning offered was a way forward where individuals with differing interests find common ground to move forward on their own terms with each other. Value planning does not create the solutions, as much as it creates a space where creative solutions can emerge from those who must implement them.



NOOKSACK RIVER FLOOD DISASTER MITIGATION PLAN AGREEMENT

A series of atmospheric rivers in November 2021 caused extraordinary flooding in the Nooksack and Sumas Rivers that caused hundreds of millions of dollars in damages and disrupted the lives and livelihoods of citizens in Whatcom County and beyond. To improve the safety and rapid recovery from those impacted by these types of large and damaging floods, we, the Whatcom County Executive, and the Small City Mayors in Whatcom County, have been collaborating to develop long-term solutions.

In recognition of the large-scale investments and inherent tradeoffs that are required for a comprehensive solution, we have agreed to the following norms and expectations that we will apply to our ongoing discussions and collaboration.

This letter does not replace nor limit any existing governmental autonomy or authorities. Rather it outlines how we prefer to work together for the long-term safety of our citizens.

WHEREAS WE believe we will always face flooding in the Nooksack but can increase the safety of our community, and

WHEREAS WE are stronger together than on our own

WHEREAS WE benefit from our diverse interests and points of view, and

WHEREAS WE share these values:

- Safety for all
- Long-term durability
- Equity
- Ecosystem health
- Structures that Serve
- Balance of action with planning with science with practicality
- Respect for our people, homes, community, and families
- Nimbleness and adaptability
- Agriculture and salmon as essential to our character
- Respect for Tribal treaty rights
- Respect for property rights
- Resiliency as an essential capacity
- Growth and economic vitality
- Respect for our history together

NOW, THEREFORE WE AGREE TO:

- Look for mutual gain in solutions that best reflect the full range of interests and values in our communities
- Share information widely with others
- Communicate our interests clearly
- Search for commonalities in our options
- Thoughtfully consider the perspective of others
- Use this agreement as the basis for mutually agreeable criteria for our success
- Work interactively with our technical staff to develop and use the best scientific information
- Meet as Mayors and Whatcom County Executive with an interest to engage the Lummi Nation and the Nooksack Tribe in ways that work for them
- Seek to reach consensus but agree to move forward if there are mutual gains
- Be intentional in communicating the complexities of the issue/complexity with the public

We enter into this agreement recognizing that our success will emerge as we take care to respectfully hear and consider the diversity of perspectives and that different points of view are welcome as they can add to the robustness of our decision-making.

Sincerely,


WHATCOM COUNTY DATE


CITY OF LYNDEN DATE


CITY OF BLAINE DATE


CITY OF NOOKSACK DATE


CITY OF EVERSON DATE


CITY OF SUMAS DATE


CITY OF FERDALE DATE

Boulder County Resilient Infrastructure

BOULDER, CO

Three years after their devastating drought, fires, and floods, CollinsWoerman was selected in 2016 to facilitate Boulder County and cities to develop a resilient performance standard for replacement infrastructure funded by HUD. We developed a process that used shared values to set performance criteria for new infrastructure based on community goals and functions, and an economic analysis of alternatives.

Then, we asked about important community functions, the infrastructure and places that support those functions, and how long of a recovery would be acceptable to them if those places were broken by an extreme event. Once those goals were set, then we developed participatory work sessions where we identified creative strategies to design this infrastructure so that it recovers quickly and is cost effective. Once these concepts were developed, we followed with a business case analysis to document their work and to make apples-to-apples comparisons between the alternatives.

Sustainability and equity were two of the shared values. To address that the committee adopted a checklist of 23 questions for the engineering design teams to help them expand their thinking more broadly as they consider creative solutions to accelerate recovery and key community priorities.

The 23 questions were aligned around the State of Colorado's resilience priorities: create multiple benefits; address high risk and vulnerable populations; make economic sense; hard-wire social equity into any solution; be technically sound; be innovative; and increase the community's adaptive capacity. The questions also factored in scale, diversity of sources and methods, modularity and connectivity and other attributes of resilient systems designed to adapt to change in baseline conditions.

“Steakhouse 9” Nooksack River Agreement

WHATCOM COUNTY, WA

In 2022 to 2023, CollinsWoerman assisted Whatcom County and surrounding cities to develop an Agreement that set the norms, ground rules, and expectation for upcoming collaborations to develop and adopt flood management infrastructure that is required following the 2021 floods. This agreement was based on the shared values developed during the earlier flow split value planning workshop. The Agreement is non-binding, but it spells out best practice for communities as they work to find agreement over integrated multi-jurisdictional infrastructure and program decision-making. Over the next several years additional elements of this type of agreement will emerge as major concepts developed in an earlier value planning workshop reach the implementation phase.

References

Reference

Paula Harris

Whatcom County River and Flood Manager
 322 N Commercial Street, Suite 120
 Bellingham, WA 98225
 (360) 815-3797
 PHarris@co.whatcom.wa.us

Carol Macilroy

Carol McIlroy Consulting
 6539 57th Avenue South
 Seattle, WA 98118
 (206) 293-4741
 cmacilroy@gmail.com

Jim Sayce

Port Manager at Port of Willapa Harbor
 1725 Ocean Ave. Raymond, WA 98577
 (360) 942-3422
 portofwh@willapabay.org

Fee Proposal

Fee Summary

Based on the scope of work defined within your September 18, 2023 RFP and the general assumptions summarized below, CollinsWoerman proposes the following estimated fee range.

	ESTIMATED FEE	
Moddemeyer	\$	27,500
Moniz	\$	22,250
Do	\$	18,750
Sturdevant	\$	15,000
Additional Experts	\$	12,000
Young	\$	4,500
TOTAL	\$	100,000

Basis of Fee & Contract Considerations

Fee estimate is based on facilitation time required by the team and does not include costs for mileage, expenses, meeting room rental, workshop or meeting catering, and tour transportation. Engineering analysis, cost-estimation, GIS and flood depth, flow, and frequency modeling is also not included. Equity-based compensation for some workshop participants may be required and is included in the “Additional Experts” category of this estimate. Additional outside experts may be added with the mutual agreement from the King County Flood District, assuming the budget allows.

Schedule. This proposal assumes an 11 month period of performance beginning upon signing of the contract. Allowance for holidays and vacation schedules is presumed in the schedule.

King County Flood Control Zone District Contract for Professional Services Comments

CollinsWoerman has performed a high-level review of the King County Flood Control Zone District Contract for Professional Services boilerplate that was provided as part of the RFP. While not all inclusive, we offer the following initial comments for consideration, and we intend to work with the King County Flood Control District to reach mutually acceptable terms if selected for this project.

1. Throughout the contract, modify the terminology of “work” to “services” to align with contractors perform services; contractors perform work
2. Section 6.A., add “...conditioned on Consultant being paid in full for all compensation properly due under this Agreement.” to the end of the last sentence.
3. Section 8.A, modify the statement to include, ... including attorney’s fees, “to the extent” arising out of....

4. The Consultant’s total liability for any and all claims, disputes or other matters in question (including, without limitation, liability for negligence, breach of contract, indemnity or any other legal or equitable theory) arising out of or related to this Agreement shall be limited to and shall not exceed the sum of \$100,000.

Standard Terms & Conditions

Services provided by CollinsWoerman shall be subject to the following Standard Terms & Conditions when incorporated by reference or provided as an attachment to a proposal or other engagement letter (the "Agreement").

CONTRACT FORM:

The contract form to be used for this project is the AIA 2017 B-Series.

STANDARD OF CARE:

Services provided by CollinsWoerman shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Upon notice and by mutual agreement between the parties, CollinsWoerman will correct those services not meeting such a standard of care without additional compensation.

INVOICING & PAYMENTS:

CollinsWoerman generally invoices on a monthly basis but reserves the right to invoice at any time for services delivered and expenses incurred. Invoices are due and payable on a net 30-day basis from the date of invoice. Amounts unpaid thirty (30) days after the invoice date are subject to a monthly service charge of 1.5% on the then unpaid balance. Interest on unpaid amounts will accrue from the invoice due date. Client shall pay all costs of collection, including reasonable attorney's fees. Payments to the sub-consultants shall be made promptly after CollinsWoerman is paid by the Client under this Agreement. CollinsWoerman shall pay sub-consultants in proportion to amounts received from the Client which are attributable to such sub-consultant's services and reimbursable expenses within ten (10) business days of receiving payment from Client.

OWNERSHIP OF DOCUMENTS:

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by CollinsWoerman are the property of CollinsWoerman; CollinsWoerman retains the copyright to these materials and they shall not be used by the Client without the written consent of CollinsWoerman.

DISPUTE RESOLUTION:

All disputes covered by this Agreement shall be submitted to non-binding mediation and binding arbitration unless the parties mutually agree otherwise.

TERMINATION:

Either the Client or CollinsWoerman may terminate this Agreement at any time with or without cause upon giving the other party seven (7) consecutive calendar days prior written notice. The Client shall within twenty (20) consecutive calendar days of termination pay CollinsWoerman for all services rendered and all costs incurred up to the date of the termination notice.

INDEMNIFICATION:

CollinsWoerman agrees, to the fullest extent permitted by law, to indemnify and hold Client harmless from any damage, liability or cost (excluding attorneys' fees and costs of defense) to the extent caused by CollinsWoerman's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its sub-consultants or anyone for whom CollinsWoerman is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold CollinsWoerman harmless from any damage, liability or cost (excluding attorneys' fees and costs of defense) to the extent caused by the Client's negligent acts, errors or omissions and those of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

Neither party is obligated to indemnify the other party for the other party's own negligence.

SURVIVAL:

These Terms and Conditions are intended to be separate and severable. Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect.

CONSEQUENTIAL DAMAGES:

Neither party to this Agreement shall be liable to the other or to any indemnitee for any consequential damages incurred due to the fault of the other party, regardless of the nature of the fault or whether it was committed by the Client or CollinsWoerman, their respective employees, agents or consultants. Consequential damages include, but are not limited to economic loss, loss of use and loss of profit.

LIMITATION OF LIABILITY:

The Client agrees that CollinsWoerman's maximum aggregate liability for any and all claims against CollinsWoerman and its subconsultants, including without limitation, claims for professional negligence, breach of contract or indemnity, shall be limited to lesser of the amount of professional fees paid for services under this Agreement to the date of the claim or one million dollars. Client and CollinsWoerman may agree to increase this limitation of liability, but only if agreed to in writing and supported by additional consideration paid to CollinsWoerman. The parties agree that this clause was mutually negotiated and represents a material part of this Agreement.

APPLICABLE LAWS:

Unless otherwise specified, all services provided under this Agreement shall be governed by the laws of the State of Washington. It is further agreed that the venue for any claim or legal proceeding of any kind between the Client and CollinsWoerman shall be in Seattle, Washington.

BILLING RATE SCHEDULE:

The estimated costs for this project are based on CollinsWoerman's current rates. These rates, however, are subject to annual adjustment. As such, CollinsWoerman reserves the right to increase its rates for its services if this Agreement extends beyond 12 months or if changes in the project schedule by Client result in an extended duration into the following calendar year. CollinsWoerman will provide written notice to Client in advance of any rate increases.

CONSULTANTS:

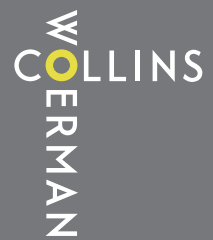
Services of consultants, when carried as a sub-consultant to CollinsWoerman, will be billed at a multiple of one point one five (1.15) times the amount billed to CollinsWoerman for such services.

REIMBURSABLE ITEMS:

Reimbursable expenses are in addition to compensation for CollinsWoerman's services, compensation shall be computed as a multiple of one point one (1.10) times the expenses incurred. Examples of common reimbursable expenses are included in this proposal.

CONDOMINIUM CONVERSION:

In the event the Client, or its successors or assigns, converts or starts to convert the project, or any portion thereof, to a condominium: (1) CollinsWoerman shall be fully released and discharged from any claims, liabilities, damages, losses, penalties, costs and expenses (including attorneys' fees) for the breach or alleged breach of any common law, statutory or professional warranties, express or implied, that may apply to the development, design, construction and sale of condominiums, including the express warranties in RCW 64.34.443 and the implied warranties in RCW 64.34.445; and (2) to the fullest extent permitted by law, the Client and its successors and assigns shall defend, indemnify, and hold CollinsWoerman harmless from and against any claims, liabilities, damages, losses, penalties, costs and expenses (including attorneys' fees) for the breach or alleged breach of any such warranty.



ARCHITECTURE PLANNING INTERIORS SUSTAINABILITY

710 Second Avenue Suite 1400
Seattle, Washington 98104

502 West Riverside Avenue Suite 200
Spokane, Washington 99201

**EXHIBIT B
KING COUNTY FLOOD CONTROL DISTRICT BILLING INVOICE**

To: King County Flood Control District
Russell Pethel, Administrator/ Clerk of the Board
King County Courthouse
516 Third Avenue, Room 1200
Seattle, WA 98104

E-mail: russell.pethel@kingcounty.gov
Phone: 206-848-0278

Invoice Number: _____ Date of Invoice: _____

Consultant Mailing Address: _____ Telephone: _____

Contract Period: _____ Reporting Period: _____

Amount Requested this Invoice: _____

Attach itemized description of services provided.

Specific Program: _____

Authorized signature

For Department Use Only

BUDGET SUMMARY

Total Contract Amount: _____

Previous Payments: _____

Current Request: _____

Balance Remaining: _____

Approved for Payment by: _____

Date: _____

**EXHIBIT C
KING COUNTY FLOOD CONTROL DISTRICT**

Russell Pethell,
Administrator/Clerk of the Board
King County Courthouse
516 Third Avenue, Room 1200
Seattle, WA 98104

E-mail: russell.pethell@kingcounty.gov
Phone: 206-848-0278

TAX IDENTIFICATION NUMBER

In order for you to receive payment from the King County Flood Control Zone District ("District"), the consultant must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Service Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires the District to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

Please complete the following information request form and return it to the District prior to or along with the submittal of the first billing invoice.

Please complete the following information request form and return it to the District prior to or along with the submittal of the first billing invoice.

Please check the appropriate category:

_____ Corporation _____ Partnership _____ Government Consultant
_____ Individual Proprietor _____ Other (explain)

EIN No.: _____ Social Security No.: _____

Print Name: _____

Title: _____

Business Name: _____

Business Address: _____

Business Phone: _____

Signature

Date