



Board of County Commissioners AGENDA ITEM SUMMARY

Agenda Date:

Date Created: 3/27/2024

Agenda Item #:

Created by: Stuart Whitford, Environmental Health Program Manager - Public Health and Social Services - 360-867-2500

Creator = Presenter? Yes No Is this a presentation by more than one person?

Presenter: **Stuart Whitford, Environmental Health Program Manager - Public Health and Social Services - 360-867-2500**

Item Title:

Contract award for development of Integrated Aquatic Vegetation Management Plans for Offut & Pattison Lakes & Cyanobacteria Management Plan for Lawrence Lake

Action Needed:

Class of Item:

List of Exhibits


HERRERA
ENVIRONMENTALCONSUL
TANTS 2024-2026.pdf
PDF File
734 KB

Attach any materials such as spreadsheets, powerpoint presentations, word documents, etc.

Click Additional Attachment to attach more materials.

NOTE: If you attach a file and get a message saying "**You have chosen to attach a large file...**", you need to optimize the file to make it smaller. Contact Dan Murray at 4593 for assistance.

Clearance from other Departments?

Budget Effect Summary?

Recommended Action:

Move to approve the contract with Herrera Environmental Consultants for the development of Integrated Aquatic Vegetation Management Plans for Offut and Pattison Lakes, and Cyanobacteria Management Plan for Lawrence Lake, on a fee for service basis and authorize the Interim Director of Public Health and Social Services to execute the contract and any amendments that do not exceed 10%.

Item Description:

Two separate request for proposals were completed, one for the Offut and Pattison Lake integrated aquatic vegetation management plans and one for the Lawrence Lake cyanobacteria management plan. Herrera Environmental Consultants was the successful proposer for the Offut and Pattison project (two responsive proposals received and the scoring committee ranked Herrera, and was the sole responsive proposer for the Lawrence Lake project. For efficiency, both projects were merged into one contract. Herrera Environmental has years of experience conducting successful lake management projects, and the two project leads they have selected are well qualified and experienced. Both projects are funded by grants from the Washington State Department of Ecology and respective lake management district funds. Successful public engagement is critical for these

projects, so the County and Herrera have agreed to a scope of work which ensures that people who would like to have input will have ample opportunity to do so.

This AIS is complete and ready for the Clerk of the Board to include in the Board Agenda:

Date Submitted: 6/5/2024

PROFESSIONAL SERVICES CONTRACT
THURSTON COUNTY/ HERRERA ENVIRONMENTAL, INC

THIS CONTRACT is entered into in duplicate originals between **THURSTON COUNTY**, a municipal corporation, with its principal offices at 3000 Pacific Ave SE, Olympia, Washington 98501, hereinafter "**County**," and **Herrera Environmental Consultants**, Inc. a Washington corporation with principal offices at 2200 Sixth Avenue, Suite 1100, Seattle, WA 98121, hereinafter "**Contractor**," collectively referred to as "parties" and individually as "party."

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

GENERAL TERMS AND CONDITIONS

1. DURATION OF CONTRACT

The term of this Contract shall begin on **06/18/2024** and shall remain in effect through **6/30/2026** unless renewed or terminated sooner as provided herein.

The term of this Contract shall be from the date last executed below through **MM/DD/YYYY** unless renewed or terminated sooner as provided herein.

2. SERVICES PROVIDED BY THE CONTRACTOR

The Contractor represents that it is qualified and possesses the necessary expertise, knowledge, training, and skills, and has the necessary licenses and certifications to perform the services set forth in this Contract.

The Contractor shall perform the following services: Assist the steering committees of both Offut and Pattison Lake Management Districts with the development of integrated aquatic vegetation management plans, and the steering committee for Lawrence Lake Management District with the development of a cyanobacteria management plan in conformance with Washington State Department of Ecology Guidelines.

a. A detailed description of the services to be performed by the Contractor is set forth in Exhibit A, attached hereto and incorporated herein by reference.

b. The Contractor agrees to provide its own labor and materials. Unless otherwise provided for in the Contract, no material, labor, or facilities will be furnished by the County.

c. The Contractor shall perform according to standard industry practice of the work specified by this Contract.

d. Time is of the essence in the performance of this Contract. The Contractor shall complete its work no later than the Contract termination date and in accordance with the schedule agreed to by the parties.

e. The Contractor shall, from time to time, during the progress of the work, confer with the County. At the County's request, the Contractor shall prepare and present status reports on its work.

3. SERVICES PROVIDED BY THE COUNTY

In order to assist the Contractor in fulfilling its duties under this Contract, the County may provide information as identified in Exhibit A.

4. CONTRACT REPRESENTATIVES

Each party to this Contract shall have a contract representative. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

a. For Contractor:

Name of Representative: Eliza Spear

Title: Senior Ecologist

Project: Offut & Pattison Lake IVAMP

Mailing Address:

Herrera Environmental Consultants, Inc.

2200 Sixth Avenue, Suite 1100

City, State and Zip Code: Seattle, WA 98121

Telephone Number: 206.441.9080

E-mail Address: espear@herrerainc.com

a. For Contractor:

Name of Representative: Tim Clark

Title: Senior Limnologist/Scientist

Project: Lawrence Lake Cyanobacteria Management Plan

Mailing Address:

Herrera Environmental Consultants, Inc.

2200 Sixth Avenue, Suite 1100

City, State and Zip Code: Seattle, WA 98121

Telephone Number: 206.441.9080

E-mail Address: tclark@herrerainc.com

b. For County:

Name of Representative: Stuart Whitford

Title: Environmental Health Manager

Mailing Address: 3000 Pacific Avenue SE

City, State and Zip Code: Olympia, WA 98501

Telephone Number: 360-483-8323

E-mail Address: eh_lmd@co.thurston.wa.us

5. COMPENSATION

a. For the services performed hereunder, the Contractor shall be paid as set forth in Exhibit B, attached hereto and incorporated herein by reference. The maximum total amount payable by the County to the Contractor under this contract shall not exceed **\$236,876**.

b. The Contractor may submit invoices, as applicable, in accordance with Exhibit B for payment of completed work during the billing period. The County shall pay the Contractor for services rendered in the month following the actual delivery of the work and will remit payment within thirty days from the date of receipt of invoice.

c. No payment shall be made for any work performed by the Contractor, except for work identified and set forth in this Contract. The Contractor shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the County. Unless otherwise provided for in this Contract, the Contractor will not be paid for any invoices presented for payment prior to the execution of the Contract or after its termination.

d. In the event the Contractor has failed to perform any obligation under this Contract and such failure has not been cured within ten days following notice from the County, then the County may, in its sole discretion, upon written notice to the Contractor, withhold any and all monies due and payable to the Contractor, without penalty, until such failure to perform is cured or otherwise adjudicated.

6. AMENDMENTS AND CHANGES IN WORK

a. In the event of any errors or omissions by the Contractor in the performance of any work required under this Contract, the Contractor shall make any and all necessary corrections without additional compensation. All work submitted by the Contractor shall be certified by the Contractor and checked for errors and omissions. The Contractor shall be responsible for the accuracy of the work, even if the work is accepted by the County.

b. No amendment, modification or renewal shall be made to this Contract unless set forth in a written Contract Amendment, signed by an authorized representative of each party. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the County.

7. HOLD HARMLESS AND INDEMNIFICATION

a. To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold the County, its officers, officials, employees, agents and volunteers, harmless from and against any and all "Claims" by any and all persons or entities which are (1) caused in whole or in part by any act or omission, negligent or otherwise, of the Contractor, its employees, former employees, agents, representatives, volunteers, partners, shareholders, subcontractors in any tier or anyone for whose acts any of them may be liable, or (2) directly or indirectly arise out of, result from, or are connected with the performance or the failure to perform under this Contract. This indemnification obligation of the Contractor shall not apply in the limited circumstance where the Claims are caused by the sole negligence of the County. To the extent RCW 4.24.115 applies to this Contract, in the event of the concurrent negligence of the Contractor, its subcontractors, employees or agents, and the County, its employees or agents, this indemnification obligation of the Contractor shall be valid and enforceable only to the extent of the negligence of the Contractor, or the negligence of its subcontractors, employees and agents. "Claims" shall include, but not be limited to, claims, demands, actions, suits, liabilities, losses, damages, judgments, and expenses, including without limitation court and appeal

costs, alternative dispute resolution costs, attorneys' fees, and expert witnesses fees and costs, of any nature whatsoever, and assertions that information supplied or used by the Contractor or subcontractors in any tier violates or infringes any patent, proprietary information, copyright, trademark, trade name, service mark or otherwise results in an unfair trade practice.

b. The hold harmless and indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or subcontractor in any tier under the Washington State Industrial Insurance Act, Title 51 RCW, or by application of any other workers' compensation act, disability benefit act, or other employee benefit act, it being clearly agreed and understood by the parties hereto that the Contractor expressly waives any immunity the Contractor might have had under such acts. **By executing the Contract, the Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties.** The Contractor shall similarly require that each subcontractor it retains in connection with this Contract comply with the terms of this subsection, waive any immunity granted under Title 51 RCW, and assume all liability for actions brought by employees of the subcontractor.

c. The Contractor's hold harmless and indemnification obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all Claims.

d. In the event the Contractor enters into subcontracts to the extent allowed under this Contract, the Contractor's subcontractors in any tier shall indemnify the County on a basis equal to or exceeding the Contractor's indemnity obligations to the County.

8. THIRD PARTY CLAIMS HANDLING

a. A party seeking indemnification for a Claim ("Indemnified Party") shall promptly notify the other party from whom indemnification is sought ("Indemnifying Party") in writing of any Claim asserted against it. The notice shall include a copy of the Claim, and any summons, process, pleading or notice issued in any lawsuit or Claim.

b. The Indemnifying Party reserves the right to control the investigation, trial and defense of the Claim and any lawsuit, action (including all negotiations to effect settlement), and appeal arising from it and employ or engage attorneys of its own choice.

c. The Indemnified Party may, at its sole cost, participate in the investigation, trial and defense of the lawsuit or action and any appeal without waiving the Indemnifying Party's obligations under this Contract.

d. The parties, their officers, employees, agents, and representatives shall fully cooperate in the defense of the Claim or lawsuit, and shall provide one another all available information concerning the Claim.

9. INSURANCE

1. Contractor shall provide evidence of:

a. **Commercial General Liability Insurance** using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. The insurance policy must cover defense costs without affecting limits available for third party liability payments as required herein. Limits shall be no less than \$1,000,000 per occurrence for all covered losses and no less than

\$2,000,000) general aggregate. Coverage must include employer's liability limits of no less than \$1,000,000 per accident for all covered losses.

- i. Contractor agrees to endorse third party liability coverage required herein to include the County, its officials, employees and agents, as additional insureds using ISO endorsement CG 20 10 with an edition date prior to 2004.
 - ii. The policy shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- b. **Workers' Compensation.** Contractor shall maintain coverage as required by Title 51 RCW, and shall provide evidence of coverage or exemption to the Thurston County Risk Management Division upon request. Contractor domiciled out of state shall maintain coverage under applicable workers' compensation law and provide proof of coverage on a state-approved form.
- c. **Business Auto Coverage** on ISO Business Auto Coverage form CA 00 01 including owned, non-owned and hired autos, or the exact equivalent. Limits shall be no less than \$1,000,000 per accident, combined single limit. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Contractor or Contractor's employees will use personal autos in any way on this project, Contractor shall obtain evidence of personal auto liability coverage for each such person.
- d. **Excess or Umbrella Liability Insurance** (Over Primary), if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Such policy or policies shall include as insureds those covered by the underlying policies, including additional insureds. Coverage shall be "pay on behalf", with defense costs payable in addition to policy limits. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to County for injury to employees of Contractor, subcontractors or others involved in the performance of services under this Contract. The scope of coverage provided is subject to approval by the County following receipt of proof of insurance as required herein.
- e. **Professional Legal Liability** on a policy form appropriate to Contractor's profession. Limits shall be no less than \$1,000,000(\$1M min) per claim. Coverage shall not exclude bodily injury or property damage. Coverage shall not exclude hazards related to the work rendered as part of the Contract or within the scope of the Contractor's services as defined by this Contract including testing, monitoring, measuring operations, or laboratory analysis where such services are rendered as part of the Contract.
- f. Liability insurance with equivalent coverage as required in subsections (a) and (c) through (e) obtained by a Contractor who is a government entity through a government risk pool approved by the state of Washington is a substitute form of coverage acceptable to the County.

2. Other Insurance Requirements:

- a. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees, agents or volunteers.
- b. **The Contractor shall include all subcontractors as insureds under its policy or shall furnish separate certificates and endorsements for each subcontractor.** All coverage for subcontractors shall be subject to all of the requirements stated herein.

- c. The Contractor shall maintain all required policies in force from the time services commence until services are completed. Where Professional Legal Liability coverage is written on a claims made form, the Contractor must provide evidence of the purchase of an extended reporting period or "tail" coverage for a three-year period after project completion, or otherwise maintain the coverage for the three-year period. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced.
- d. Contractor agrees to waive rights of recovery against County regardless of the applicability of any insurance proceeds, and to require all indemnifying parties to do likewise.
- e. All insurance coverage maintained or procured by Contractor or required of others by Contractor pursuant to this Contract shall be endorsed to delete the subrogation condition as to County, or must specifically allow the named insured to waive subrogation prior to a loss.
- f. All coverage types and limits required are subject to approval, modification and additional requirements by the County. Contractor shall not make any reductions in the scope or limits of coverage that may affect County's protection without County's prior written consent. The County reserves the right at any time during the term of the Contract to change the amounts and types of insurance required by giving the Contractor ninety days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the County and the Contractor may renegotiate Contractor's compensation.
- g. Written notice of cancellation or change shall reference the project name and contract number and shall be mailed to the County at the following address:
 - Attn: Risk Analyst
 - Human Resources
 - 3000 Pacific Ave SE
 - Olympia, Washington 98501
- h. The parties acknowledge that all insurance coverage required to be provided by Contractor or indemnifying party shall apply first and on a primary non-contributing basis in relation to any other insurance or self-insurance available to County.
- i. Contractor agrees not to self-insure or to use any self-insured retentions on any portion of the insurance required herein without the express agreement of the County and further agrees that it will not allow any indemnifying party to self-insure its obligations to County. If Contractor's existing coverage includes a self-insured retention, the self-insured retention must be declared to the County. The County may review options with the Contractor, which may include reduction or elimination of the self-insured retention, substitution of other coverage, or other solutions.
- j. The limits of insurance above shall be minimum requirements. The insurance limits are not intended to be an indication of exposure nor are they limitations on indemnification. Should the Contractor or a subcontractor in any tier maintain insurance with limits of liability that exceed the required limits or coverage that is broader than as outlined above, those higher limits and broader coverage shall be deemed to apply for the benefit of any person or organization included as an additional insured, and those limits shall become the required minimum limits of insurance of this Contract.

3. **Verification of Coverage and Acceptability of Insurers:**

- a. The Contractor shall place insurance with insurers licensed to do business in the state of Washington and having A.M. Best Company ratings of no less than A-, with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the state of Washington.
- b. Proof of compliance with these insurance requirements, consisting of endorsements and certificates of insurance, shall be delivered to County prior to the execution of this Contract. If such proof of insurance is not delivered as required, or if such insurance is canceled at any time and no replacement coverage is provided, the County may, in its sole discretion, obtain any insurance it deems necessary to protect its interests. Any premium so paid by County shall be charged to and promptly paid by Contractor or deducted from sums due Contractor.
- c. Contractor shall maintain the required coverage during the entire term of this Contract. Coverage for activities under the Contract shall not be affected if the Contract is canceled or terminated for any reason.
- d. The Contractor or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Thurston County Risk Management Division.

10. **TERMINATION**

a. The County may terminate this Contract for convenience in whole or in part whenever the County, in its sole discretion, determines that such termination is in the best interests of the County. The County may terminate this Contract upon giving ten calendar days written notice by Certified Mail to the Contractor. In that event, the County shall pay the Contractor for all costs incurred by the Contractor in performing the Contract up to the termination date specified in the notice. Payment shall be made in accordance with Section 5 of this Contract.

b. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Contract and prior to normal completion, the County may elect to suspend or terminate this Contract, in whole or in part, as a termination for convenience with a ten calendar day notice to Contractor, to the extent possible, subject to renegotiation at the County's discretion under those new funding limitations and conditions. Termination or suspension under this paragraph shall be effective upon the date specified in the written notice of termination or suspension sent by the County to the Contractor. After the effective date, no charges incurred under this Contract are allowable.

Notwithstanding any provision to the contrary, funding under this Contract beyond the current appropriation year is conditional upon the appropriation by the Board of County Commissioners of sufficient funds to support the work described in this Contract. Should such an appropriation not be approved, this Contract shall terminate at the close of the current appropriation year, and the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract after the date of termination.

c. If the Contractor breaches any of its obligations hereunder, and fails to cure the breach within ten calendar days of written notice to do so by the County, the County may terminate this Contract, in which case the County shall pay the Contractor only for the costs of services accepted by the County, in accordance with Section 5 of this Contract. Upon such termination, the County, at its discretion, may obtain performance of the work elsewhere, and the Contractor shall bear all costs and expenses incurred by the County in completing the

work and all damage sustained by the County by reason of the Contractor's breach. If, subsequent to termination, it is determined for any reason that (1) the Contractor was not in default, or (2) the Contractor's failure to perform was not its fault or its subcontractor's fault or negligence, the termination shall be deemed to be a termination for convenience.

11. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

a. The Contractor shall perform the terms of this Contract using only its bona fide employees or agents who have the qualifications to perform under this Contract. The obligations and duties of the Contractor under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the County. Any work or services assigned or subcontracted for hereunder shall be subject to each provision of this Contract.

b. The Contractor warrants that it has not paid nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working exclusively for the Contractor, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

12. NON-WAIVER OF RIGHTS

The parties agree that the excuse or forgiveness of performance or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time.

13. INDEPENDENT CONTRACTOR

a. The Contractor's services shall be furnished by the Contractor as an Independent Contractor and not as an agent, employee or servant of the County. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Contract.

b. The Contractor acknowledges that the entire compensation for this Contract is set forth in Section 5 of this Contract, and the Contractor is not entitled to any County benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to Thurston County employees.

c. The Contractor shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent or representative of the Contractor shall be or deem to be or act or purport to act as an employee, agent or representative of the County.

d. The Contractor shall assume full responsibility for the payment of all payroll taxes, use, sales, income or other form of taxes, fees, licenses, excises, or payments required by any city, county, federal or state legislation which is now or may during the term of this Contract be enacted as to all persons employed by the Contractor and as to all duties, activities and requirements by the Contractor in performance of this Contract.

e. The Contractor agrees to immediately remove any of its employees, representatives or agents from assignment to perform services under this Contract upon receipt of a written request to do so from the County's Contract representative or designee.

14. COMPLIANCE WITH LAWS

The Contractor shall comply with all applicable federal, state and local laws, rules and regulations in performing this Contract, as now existing or hereafter adopted or amended.

15. INSPECTION OF BOOKS AND RECORDS AND RETENTION

The County or its authorized representatives may, at reasonable times, inspect and audit the books and records of the Contractor relating to the performance of this Contract. This includes work of Contractor, any subcontractor or any other person or entity that performed connected or related work under this Contract. Such inspection and audit shall occur in Thurston County, Washington, or other reasonable locations that the County selects. The Contractor shall supply or permit the County to copy such books and records. The Contractor shall ensure that inspection, audit and copying rights of the County is a condition of any subcontract, agreement or other arrangement under which any other persons or entity may perform work under this Contract. The Contractor shall keep all books and records required by this Contract for six years after termination or expiration of this Contract. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claim, or audit finding has been resolved even though such litigation, claim, or audit continues past the six-year retention period.

16. NONDISCRIMINATION REQUIREMENT

The CONTRACTOR, its assignees, delegates and subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of race, color, creed, ethnicity, religion, national origin, citizenship or immigration status, age, sex, marital status, veteran or military status, sexual orientation or the presence of any disability. Implementation of this provision shall be consistent with RCW 49.60.400.

17. OWNERSHIP OF MATERIALS/WORK PRODUCED

a. Material produced in the performance of the work under this Contract shall be "works made for hire" as defined by the U.S. Copyright Act of 1976, as amended, and shall be owned by the County. This material includes, but is not limited to, data, books, computer programs, plans, specifications, documents, films, pamphlets, reports, drawings, all forms of electronic media, sound reproductions, studies, surveys, tapes, and training materials. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. Material which the Contractor uses to perform this Contract but is not created for or paid for by the County is owned by the Contractor and is not "work made for hire"; however, the County shall have a perpetual license to use this material for County internal purposes at no charge to the County, provided that such license shall be limited to the extent which the Contractor has a right to grant such a license.

b. An electronic copy of all or a portion of material produced shall be submitted to the County upon request or at the end of the project using the software or program and version specified by the County.

18. DISPUTES

Differences between the Contractor and the County, arising under and by virtue of this Contract, shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance

or compensation due the Contractor shall be decided by the County's Contract representative or designee. All rulings, orders, instructions and decisions of the County's Contract representative shall be final and conclusive, subject to the Contractor's right to seek judicial relief pursuant to Section 19.

19. CHOICE OF LAW, JURISDICTION AND VENUE

a. This Contract has been and shall be construed as having been made and delivered within the state of Washington, and it is agreed by each party hereto that this Contract shall be governed by the laws of the state of Washington, both as to its interpretation and performance.

b. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Thurston County, Washington.

20. CONFIDENTIALITY

The Contractor, its employees, agents, and subcontractors and their employees, shall maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of this Contract, except upon the prior written consent of the County or an order entered by a court of competent jurisdiction. The Contractor shall promptly give the County written notice of any judicial proceeding seeking disclosure of such information.

21. SEVERABILITY

a. If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

b. If any provision of this Contract is in direct conflict with any statutory provision of the state of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

c. Should the County determine that the severed portions substantially alter this Contract so that the original intent and purpose of this Contract no longer exists, the County may, in its sole discretion, terminate this Contract.

22. ENTIRE CONTRACT

This Contract consists of the General Terms and Conditions, all exhibits and attachments incorporated herein by reference, requests for proposal or qualifications and any addenda thereto, and the Contractor's response.

The parties agree that this Contract is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

23. NOTICES

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in Section 4. Notice shall be deemed to be given three days following the date of mailing or immediately if personally served.

24. SURVIVABILITY

The terms and conditions contained in this Contract which, by their sense and context, are intended to survive the completion, expiration or termination of this Contract shall survive. Surviving terms include, but are not limited to: Hold Harmless and Indemnification, Third Party Claims Handling, Termination, Inspection of Books and Records and Retention, Ownership of Materials/Work Produced, Disputes, Choice of Law, Jurisdiction and Venue, Confidentiality, and Severability.

The parties hereto acknowledge that the waiver of immunity set out in subsection 7.b. was mutually negotiated and specifically agreed to by the parties herein.

This Contract is executed by the persons signing below who warrant that they have the authority to execute this Contract.

CONTRACTOR:

For the
BOARD OF COUNTY COMMISSIONERS
Thurston County, Washington

Firm: Herrera Environmental, Inc.

By: _____
Jen Freiheit

By: _____

Title: Interim Director

Signature: _____

Department/Office:
Public Health & Social Services

(Authorized Representative)

Date _____

Date _____

Title: _____

Address: _____

APPROVED AS TO FORM:
JON TUNHEIM
By: _____
Deputy Prosecuting Attorney

OFFUT AND PATTISON LAKE IAVMPS AND LAWRENCE LAKE CYANOBACTERIA MANAGEMENT PLAN

On May 1, 2024, Stuart Whitford authorized Herrera Environmental Consultants (Herrera) to prepare a scope of work and cost estimate to develop Integrated Aquatic Vegetation Management Plans (IAVMPS) for the Offut and Pattison Lake Management Districts, perform nutrient baseline sampling on Pattison Lake, and produce a cyanobacteria management plan for the Lawrence Lake Management District.

This scope of work includes a discussion of the activities, assumptions, deliverables, and a schedule associated with this project:

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Task A1 – Aquatic Plant Surveys

Herrera will map and characterize submerged plants, floating-leaved plants (e.g., fragrant water lily, *Nymphaea odorata*), and emergent noxious weeds (e.g., yellow flag iris, *Iris pseudocorus*) in Offut and Pattison Lakes. We will use any existing aquatic plant maps, wetland base maps, and aerial photographs to provide context and supporting data for the aquatic plant map associated with the IAVMPS. The distribution and density of all native and invasive submerged and floating-leaved plants will be mapped in both lakes, and locations of emergent noxious weeds (not native emergent plants) will be identified along the lake shorelines. Emphasis will be placed on characterizing the distribution of noxious weeds and other elements identified as concerns by the stakeholder committee.

The surveys will be conducted by two aquatic plant scientists from a boat in up to four days for both lakes during the maximum plant density period in summer 2024. The surveys will follow the 3 miles of shoreline on Offut Lake

and 6 miles of shoreline on Pattison Lake for mapping emergent noxious weeds. Submerged and floating-leaved plants will be mapped following transects extending out from shore spaced less than 100 meters apart and extending out to the offshore edge of the plant habitat or to a depth of about 20 feet. The boat will be equipped with a Lowrance recording depth sounder with GPS and an underwater drop camera on a cable to record the presence and relative density of submersed plant species. A rake sampler will be used to collect plant samples at a regular frequency to estimate the percent composition of each species. Plant samples will be retained to confirm the field identification of each species observed. Boundaries of floating-leaved plants will be observed at and between each transect terminus near shore and will be recorded using GPS. Locations of emergent noxious weed patches will be recorded by GPS and the patch size will be noted for each location.

Herrera will prepare a color map illustrating the distribution of emergent noxious weeds and floating-leaved plants, and a heat map of varying density of submersed plants in both lakes. The heat map will be prepared using BioBase® software from the plant height and density data collected with the recording depth sounder. The area covered by key invasive plant species will be illustrated on the map and the total species cover will be calculated using GIS. Aquatic plant areas will be characterized by species composition, plant density, and plant biovolume (a measure of the percentage of the water column occupied by plant matter). These are the critical factors in determining conflicts to beneficial use, fish use, and appropriate management techniques.

Assumptions

The surveys will be feasible to complete in five days (3 days on Lake Pattison, 2 days on Lake Offut). If additional time is necessary, Herrera will coordinate with the client to determine the subsequent course of action.

Emergent vegetation mapping will be feasible from the boat. No shoreline access will be required.

Each lake management district will provide all necessary background materials to complete the work, including a history of previous treatment efforts and existing maps of aquatic vegetation.

The budget for Task A1 will be divided between Lake Offut (\$11,326) and Lake Pattison (\$17,198).

Deliverables

One map for each lake which illustrates plant biovolume in the lake and the approximate distribution of submerged plants, floating leaved plants, and emergent noxious weeds.

Task A2 – IAVMPs

A draft IAVMP will be produced for each lake management district that includes all elements described in the Guidance for Integrated Aquatic Vegetation Management Plans (Ecology 2004). Background information will be summarized, the process followed to develop the plan will be described, and a long-term plan for monitoring and evaluation will be detailed. The plan will include records of the public involvement process and all other elements required for completion of an IAVMP. The plan will include a description of the various control methods considered, how various control strategies were developed, and how the preferred control strategy was selected, will be implemented, and how its success will be evaluated. The resultant plan will provide detailed information on the process that will be used to implement the preferred control strategy, as well as identify long-term considerations for adaptive management of aquatic plants in the lake.

Each plan will be developed with oversight from a steering committee comprised of agency representatives and local stakeholder groups, and progress will be shared with the public at key junctures in the decision-making process. Task A3 provides detailed descriptions of the expected content of those meetings.

Review comments and discussions with affected agencies, steering committee members, and the public will be used to prepare a preliminary draft IAVMP. Stakeholder review comments will be used to prepare a draft IAVMP for public review. Public review comments will be used to prepare a final IAVMP, which will be sufficient to guide the immediate implementation of the preferred control strategy.

Assumptions

Multiple control strategies will be presented and discussed with the steering committee, but ultimately, the steering committee will agree on one control strategy to present to the public.

The preliminary draft IAVMPs will be reviewed by Thurston County and the steering committee, and one set of consolidated review comments will be provided within 2 weeks of receiving the preliminary IAVMP.

Draft IAVMP will be reviewed by Thurston County and the public and all review comments will be provided within 3 weeks of receiving the draft IAVMP.

The budget for this task will be divided evenly between Lake Offut and Lake Pattison.

Deliverables

One preliminary Draft IAVMP for each LMD.

One Draft IAVMP for each LMD.

One Final IAVMP for each LMD.

Task A3 – Community Involvement and Outreach

It is essential to involve the community in development of the plan to ensure their eventual support. Through experience, Herrera has found this support can be accomplished through a few well-organized workshops or meetings with a steering committee followed by a meeting with the public. Thurston County and the respective lake management districts will coordinate this public process.

The following describes our proposed approach for three meetings with each steering committee and two meetings with the public for each lake.

Steering Committee Meeting 1 - Project Kickoff: At the first meeting for each lake, Herrera would do much of the preliminary work in developing the IAVMPs to include:

- Introduction on lake ecology and aquatic plant functions
- Summarize invasive plant species impacts and management techniques
- Review the history of aquatic plant management in each lake

- Present the current and potential future plant community in the lake
- Defining the problem statement and beneficial use areas
- Developing a list of goals and objectives and prioritize them through a discussion process.

Herrera and Thurston County would also provide an overview of the entire process; schedule, critical milestones, who will be involved, and how, when and where the public's opinions will be solicited, as well as how they can be more involved if they are interested.

Steering Committee Meeting 2 – Control Strategies: These meetings would largely be devoted to discussion of the available control strategies and selection of one scenario for further refinement for each lake. It would begin with a presentation of the aquatic plant surveys and beneficial use area maps and the identified alternative control strategies, including a preliminary cost and effectiveness assessment for each alternative control strategy. ("Strategies" refers to the idea that there may not be just one control method selected, but a group of methods that together meet project goals.) This information would be put directly into perspective for this lake. How many acres would be controlled? How long would it be controlled? What is the long-term cost, both for application of the technology and for maintenance and monitoring? The cost, amount of control obtained, and duration of control would be discussed and weighed against each technique's reliability and past record of successes and failures, as well as other considerations. After review and discussion, the steering committees will select one preferred control strategy that best meets the project goals.

Public Meeting 1 – Project Goals and Control Strategies: After initial selection of the preferred strategies by the steering committees, Herrera recommends a public meeting be held to discuss the process and the direction the steering committee is taking for each lake. At this meeting, Herrera would provide background information on the lakes and the IAVMP development process; briefly describe the evaluated control method advantages, disadvantages, and relative cost; and present a description of the preferred control strategy. Herrera will assist with preparation of agendas for this meeting and provide materials and relevant summary information including copies of the aquatic plant and beneficial use map for handouts. These will also be provided in a form that can be easily uploaded to websites for viewing by the public. Herrera will use public feedback from this meeting along with feedback from Steering Committee Meeting 2 to prepare the preliminary draft IAVMPs.

Steering Committee Meeting 3 – Preliminary Draft IAVMP: After publication of the preliminary draft IAVMPs, a meeting will be held with the steering committee to discuss comments on the preliminary draft IAVMPs. More detailed information on the preferred control strategy for each lake will be presented along with short-term and long-term costs. The goal for these meetings will be to reach final agreement on an approved strategy for inclusion in the draft IAVMP for public review.

Public Meeting 2 – Draft IAVMP: After preparation of the draft IAVMP approved by Thurston County and the steering committee, Herrera recommends a meeting with the interested public again to describe the selected control strategy and implementation plan for each lake. Public comments provided at these meetings and submitted separately will be used to prepare the final IAVMP.

Media Releases and Website Content: Herrera will provide materials such as meeting agendas, problem statements, lists of goals, aquatic plant maps, and other steering committee presentation and discussion materials in a form that can be uploaded to websites or disseminated through media outlets and direct mailing.

Assumptions

Thurston County and the respective lake management districts will be responsible for planning and organizing the steering committee and public meetings.

Steering committee meetings will be virtual.

Public meetings will be virtual or in person.

Up to two Herrera staff will attend each of six steering committee meetings and four public meetings.

Each meeting will last up to 2 hours. Travel time for in-person public meetings will not exceed 4 hours per person.

The proposed budget will be sufficient for public meetings, preparation, and coordination with the public and stakeholders outside of meetings. If additional coordination is required, Herrera will coordinate with Thurston County to determine the best course of action.

Thurston County will cooperate with the respective lake management districts on the selection of steering committee members.

Herrera will provide materials from steering committee and public meeting presentations to Thurston County, and Thurston County will be responsible for their dissemination.

The budget for this task will be divided evenly between Lake Offut and Lake Pattison.

Deliverables

Meeting agendas will be prepared at least 1 week before each meeting.

Project information materials be provided as needed.

Task A Project Schedule

The proposed project milestone/deliverable dates are presented in the following table, assuming a project start date of June 18, 2024.

Task	Activity	Start Date	End Date
Offut and Pattison Lake IAVMPs^A			
A1	Aquatic Vegetation Surveys	7/15/2024	8/16/2024
A2	Preliminary Draft IAVMPs	9/9/2024	1/6/2025
	Draft IAVMPs	2/7/2025	3/7/2025
	Final IAVMPs	4/1/2025	5/2/2025
A3	Steering Committee Meeting 1 - Project Kickoff	7/8/2024	7/26/2024
	Steering Committee Meeting 2 – Control Strategies	9/30/2024	10/18/2024
	Public Meeting 1 – Project Goals and Control Strategies	11/1/2024	11/22/2024
	Steering Committee Meeting 3 – Preliminary Draft IAVMPs	1/20/2025	2/7/2025
	Public Meeting 2 – Draft IAVMPs	3/14/2025	3/28/2025

^AFor each activity under Tasks A1 through A3, there will be one version for each lake.

TASK B – PATTISON LAKE NUTRIENT EVALUATION

Task B1 – Enhanced Lake Nutrient Sampling

Herrera will oversee baseline nutrient sampling and analysis of Pattison Lake to inform future actions to develop a lake cyanobacteria management plan. The goal of this monitoring is to collect suitable quality data for use in an Ecology-approved Lake Cyanobacteria Management Plan.

Herrera will develop a technical memorandum detailing modifications to Thurston County's existing lake water quality monitoring procedures for July through October 2024. Modifications will be made to ensure the monitoring plan will characterize lake stratification, oxygen conditions, phosphorus accumulation in bottom waters, phosphorus limitation, and algae species biovolume. These modifications are expected to include:

- o Four additional temperature/dissolved oxygen profile for each basin on routine lake monitoring dates in June through September.
- o Six additional lake water samples from the 1 m off the lake bottom for analysis of total and soluble phosphorus.
- o Six additional lake water samples from 1 m depth for analysis of total nitrogen, nitrate nitrogen, and cyanobacteria species biovolume.
- o Collection of four sediment cores from the lake (two in south basin and two in north basin) by boat in 1 day using a hammer driven corer and process the sediment cores into five depth intervals each. Each sample will be analyzed for six inorganic/organic phosphorus fractions.

Thurston County staff will conduct this water sampling during routine lake monitoring dates with the exception of sediment sampling, which will be conducted by Herrera staff.

Assumptions

Herrera staff will conduct the sediment sampling and will be responsible for analytical costs.

Herrera will subcontract and coordinate analysis of plankton and sediment samples.

Thurston County staff will conduct in-lake water quality monitoring and will be responsible for analytical costs.

The monitoring plan modifications will begin implementation before the technical memorandum is finalized.

Herrera will communicate recommended modifications to the existing monitoring plan in early July 2024.

Thurston County staff and Pattison Lake LMD representatives will provide comment on the Draft Monitoring Plan Modifications Technical Memorandum within 2 weeks of delivery in a single document.

Laboratory results will be delivered to Herrera within 1 month of sample delivery.

Deliverables

Draft Monitoring Plan Modifications Technical Memorandum delivered by July 12, 2024.

Final Monitoring Plan Modifications Technical Memorandum delivered within 2 weeks of receipt of comments from the County and LMD.

Laboratory reports and field sheets.

Compiled monitoring database reviewed for data quality.

Task B Pattison Lake Nutrient Analysis Project Schedule

Task	Activity	Start Date	End Date
B1	Monitoring Modification Technical Memorandum	6/18/2024	8/9/2024
	Water and Sediment Sampling and Analysis	6/18/2024	11/30/2024

TASK C – LAKE LAWRENCE CYANOBACTERIA MANAGEMENT PLAN

Herrera will prepare the Lake Lawrence Cyanobacteria Management Plan (CMP) to guide watershed and lake management activities for reducing toxic algae blooms and associated impacts to Lake Lawrence. Our approach is to prepare the plan following Ecology’s guidelines for preparing a Lake Cyanobacteria Management Plan (LCMP).

Task C1 – Lake Lawrence QAPP and Monitoring

Herrera will develop a plan for and conduct a comprehensive assessment of phosphorus sources in the lake and inputs from the surrounding watershed. The Quality Assurance Project Plan (QAPP) will guide all study design, sample collection, field and laboratory analyses, data analyses, quality assurance, and reporting activities. Herrera will develop this plan following the Ecology Guidelines for a CMP QAPP, to be reviewed and approved first by the County and then by Ecology prior to initiating the investigative water quality monitoring study. The QAPP will ensure that complete and high-quality data are collected and will include a detailed sampling plan that describes the type, location, and frequency of sampling needed to develop a comprehensive CMP.

Herrera will engage with the Lake Management District and community members to better understand local knowledge and recent lake history. A Herrera senior limnologist will perform a lake and area survey with the LMD Steering Committee (LMDSC) Chair to identify all possible nutrient sources entering the lake that could impact lake eutrophication. Herrera will compile and summarize existing lake and watershed information for the lake from the following key sources to be included in the QAPP and CMP: watershed GIS data (Thurston County); available lake water quality and lake level monitoring data (multiple sources); cyanobacteria scum and toxin monitoring data (Ecology Toxic Algae since 2009); fish stocking data (WDFW); and aquatic plant data (Thurston County, Lake Lawrence Lake Management District, and Ecology).

Volunteers, County staff, and other designated individuals, with guidance from Herrera, will implement the QAPP to collect robust datasets to characterize the lake and its watershed and to inform preparation of the nutrient budget. Specifically, data will be collected from October 2024 to October 2025 to characterize lake and inlet conditions and develop water budget and phosphorous budgets. The following is anticipated for monitoring:

Lake Water Quality Monitoring (both basins, unless otherwise noted)

- Water quality profiles of temperature, dissolved oxygen, pH, and specific conductance using a multimeter sonde monthly from October 2024 to October 2025.
- Water quality grab sample samples for nutrients from 1 m below the surface and 1 m above the sediments monthly from October 2024 to October 2025.
- Surface water quality samples (1 m below surface) for chlorophyll a, monthly from October 2024 to October 2025.
- Phytoplankton and zooplankton samples in May, July, and September 2025 (east basin only).
- Lake level measurements at an at least weekly frequency from October 2024 to October 2025.
- Lake observations of swimmers, waterfowls, boats, anglers monthly from October 2024 to October 2025 during the water quality events.

Lake Sediment Water Quality Monitoring

- One sediment core from each of four locations in the lake (e.g., three in east basin and one in west basin) collected in August 2025. Each core will have five depth intervals analyzed for six inorganic/organic phosphorus fractions.

Inlet Monitoring

- Four wet-weather sampling events at three sites for total phosphorus and discharge.

Assumptions

Herrera staff will conduct stormwater sampling during four wet-weather events at up to three locations and will be responsible for analytical costs.

Herrera staff will conduct the sediment sampling and will be responsible for analytical costs.

Herrera will subcontract and coordinate analysis of plankton and sediment samples.

Thurston County staff will conduct in-lake water quality monitoring and will be responsible for analytical costs.

Lake residents will provide at least weekly lake level measurements between October 2024 and October 2025.

The final QAPP will be approved in September 2024 and sampling will commence in October 2024.

Thurston County staff and LMDSC will provide comment on the first draft QAPP Addendum within 2 weeks of delivery in a single document.

Ecology will provide comment on the second draft QAPP Addendum within 2 weeks of delivery in a single document.

Deliverables

A first draft QAPP will be delivered to the County and LMDSC by late July 2024 for review and comment.

A second draft QAPP will be delivered to the Ecology within 2 weeks of receipt of comments from the County and LMDSC.

A final QAPP will be delivered to the County, LMD, and Ecology within 2 weeks of receipt of comments.

Data reporting to Contractor from County staff, volunteers, and other designated individuals.
Raw analytical reports from laboratories.
Sediment core data collected by Contractor.

Task C2 – Lake Lawrence Cyanobacteria Management Plan Development

Herrera will develop a CMP based on the findings from Task 1 that presents a comprehensive, science-based plan to reduce phosphorus inputs and mitigate cyanobacteria blooms in Lake Lawrence. The Phase 1 Restoration Analysis provides an excellent starting point to be supplemented with current data and loading analysis as described in Task 1. Herrera’s lake management plans identify both near-term and long-term actions, and also provide the framework and decision steps the community can follow in future years.

Herrera will prepare annual and summer phosphorus budgets for 2025, estimating external and internal phosphorus loads monthly. The monitoring data and phosphorus budget will be used to compare to the previous study and to make an initial evaluation of whether overall conditions have changed and then to estimate the needed reduction in phosphorus loading to reduce toxic algae blooms and meet water quality objectives.

The CMP will identify community concerns; set priorities, goals, and objectives; describe current lake management practices; and lay out action plans that describe associated costs, timetables, and a method for implementing and monitoring progress. Herrera will use historical data, results of additional water quality monitoring, our management method knowledge, and stakeholder feedback to develop up to three cyanobacteria management scenarios complete with planning level costs for meeting management goals. The CMP will thoroughly characterize the lake and identify data gaps in information, assessing the relative uncertainty in effectiveness and cost for each management scenario based on experience and literature. The CMP will also identify needed funds and personnel, including identifying external stakeholders from local and state agencies or organizations that can provide technical assistance. Contractor staff will work with stakeholders to identify various funding strategies and their advantages.

Assumptions

The County and LMDSC will provide comments on the pre-draft CMP within 2 weeks.
Stakeholders and Ecology will provide comments on the draft CMP plan within 2 weeks.

Deliverables

A pre-draft CMP will be delivered to the County and LMDSC for review and comment in March 2026.
A draft CMP will be delivered to stakeholders and Ecology for review in April 2026.
A final CMP will be delivered by June 30, 2026.

Task C3 – Stakeholder Engagement

The success of phosphorus and cyanobacteria management plans requires buy-in and commitments by LMD members. Herrera will meet with LMD Steering Committee members (including Thurston County staff) on three

occasions and hold two public meetings for all LMD members to provide information on the plan, facilitate input for the plan, solve problems as issues arise, and provide ongoing consulting as needed. We also will also maintain contact with Thurston County's project manager throughout the process to discuss problems and to provide expertise in project planning.

Our goal is to provide Thurston County and LMD members with valuable information and insight from Herrera's lake experts to raise awareness, promote responsible lake use, and gather buy-in on the recommended lake management strategy. To help meet this goal, Herrera will prepare educational materials about how lake residents can help with phosphorus control. This will be included in the CMP, posted on the LMD website, and distributed at community engagement events. These materials will be based on existing materials developed by others and targeted to help substantially reduce nutrient loads and toxic cyanobacteria blooms in the lake and increase beneficial uses of the lake.

Herrera will prepare meeting presentations, and review meeting agendas and summaries prepared by Thurston County. Meetings specified for the LMD Steering Committee may be expanded to include all LMD members if preferred. Thurston County will be responsible for announcing all meetings on the LMD website and at all LMD regular meetings at least one month in advance.

Meeting 1 – Project Objectives and Monitoring Plan - July 2024 (2 hours in person with public)

The first meeting with the LMD Steering Committee and members (public) will provide an overview of the project. We will identify the primary concerns about the lake and begin identifying the goals and objectives to be addressed by the CMP. We will present a summary of historical lake data and describe the monitoring strategies for this project to fill data gaps and to develop management solutions that are specific to the major sources of phosphorus fueling toxic cyanobacteria blooms in Lake Lawrence. We will discuss how best to use county staff and LMD members where possible to assist with monitoring to reduce project costs. Tentatively, the meeting will be held on July 25, 2024.

Meeting 2 - Monitoring Update - May 2025 (1 hour remote with committee)

At our second meeting with the LMD Steering Committee, we will review monitoring activities and data collected mid-way through the monitoring period. Monitoring activities by Thurston County, LMD volunteers, and Herrera will be summarized and discussed with respect to the procedures and schedule specified in the QAPP.

Meeting 3 - Phosphorus Budget and Management Alternatives – December 2025 (2 hour in person with committee)

At the third meeting with the LMD Steering Committee, we will present the phosphorus budget and describe the feasible management alternatives for controlling phosphorus and cyanobacteria in the lake. Advantages, disadvantages, and costs of each management alternative will be discussed. Committee input will be used for developing a recommended lake management strategy and identifying funding sources.

Meeting 4 – Draft CMP – April 2026 (2 hour in person with public)

The fourth public meeting with all LMD members and other stakeholders, Herrera will present a summary of the draft CMP including monitoring results, phosphorus budget, management alternatives analysis, the recommended short-term and long-term management strategies and funding sources.

Meeting 5 – Final CMP – June 2026 (2 hour remote with committee or public)

At the final meeting with the LMD steering committee, Herrera will present the final CMP that incorporates the feedback received during the draft CMP public meeting.

Assumptions

The County and the LMD Steering Committee will coordinate public outreach, attendance, and other in-person meeting logistics. The County or LMD will also document attendance at the meeting, e.g., provide and record sign-in sheet.

A single Herrera staff member will physically attend all in-person meetings. A second staff member will attend virtually.

Deliverables

Brief summary of the five public meetings and a list of meeting attendants. This will be included as an appendix in the final LWP (Task C2).

Task C Project Schedule

Task	Activity	Start Date	End Date
Lake Lawrence Cyanobacteria Management Plan			
C1	First Draft QAPP	6/18/2024	7/31/2024
	Second Draft QAPP (Ecology Review)	8/15/2024	8/30/2024
	Final QAPP	9/15/2024	9/30/2024
	Lake and Watershed Monitoring	10/1/2024	10/31/2026
	Sediment Sampling	8/1/2025	8/30/2025
C2	Lake Lawrence Phosphorus Budget	12/1/2025	12/20/2025
	Pre-draft LCMP	3/1/2026	3/31/2026
	Draft LCMP	4/1/2026	4/30/2026
	Final LCMP	6/1/2026	6/30/2026
C3	Meeting 1 – Project Objectives and Monitoring plan	7/1/2024	7/31/2024
	Meeting 2 – Monitoring Update	5/1/2025	5/31/2025
	Meeting 3 – Phosphorus Budget / Management Alternatives	12/1/2025	12/20/2025
	Meeting 4 – Draft LCMP	4/1/2026	4/30/2026
	Meeting 5 – Final LCMP	6/1/2026	6/30/2026

Task D - Project Management

Herrera’s project managers will be responsible for ongoing administration of the project, including preparing invoices and progress reports, as well as coordination of work efforts with the designated client point of contact. Herrera’s project managers will meet with the County Project Manager monthly.

Assumptions

- Two Herrera Project Managers will attend up to one, 1-hour meeting each month during the project.
- Project management costs will be split between the three LMDs, assumed at 5/16th for Offut Lake, 5/16th for Pattison Lake and 3/8th for Lake Lawrence. These are based on the duration of the projects.

Deliverables

Monthly invoices.

Exhibit B

Budget by LMD

	A1	A2	A3	B1	C1	C2	C3	D	
	Aquatic Plant Surveys	IAVMPs	Community Involvement/Outreach	Enhanced Lake Nutrient Monitoring	Lawrence QAPP and Monitoring	CMP Development	Stakeholder Engagement	Project management	
	6/18/2024	6/18/2024	6/18/2024	6/18/2024	6/18/2024	6/18/2024	6/18/2024	6/18/2024	
Lake	9/18/2024	6/18/2025	6/18/2025	11/30/2024	10/31/2025	6/30/2026	6/30/2026	6/30/2026	TOTAL
Offut	\$11,326	\$20,522	\$17,113	\$0	\$0	\$0	\$0	\$5,885	\$54,846
Pattison	\$17,200	\$20,522	\$17,113	\$28,024	\$0	\$0	\$0	\$5,885	\$88,744
Lawrence	\$0	\$0	\$0	\$0	\$35,878	\$42,360	\$7,987	\$7,062	\$93,287
TOTAL	\$28,526	\$41,045	\$34,225	\$28,024	\$35,878	\$42,360	\$7,987	\$18,831	\$236,876

Handwritten note: Lake Lawrence Total = \$93,287

