

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

CONSENT AGENDA REQUEST

TO: Board of County Commissioners

FROM: Mark McCauley, County Administrator

DATE: September 9, 2024

SUBJECT: Request for Board Approval, re: Assignment of the County's Professional Services Agreement with Peak Sustainability to Maul Foster & Alongi

STATEMENT OF ISSUE:

Jefferson County entered into a professional services agreement with Peak Sustainability for facilitation services. This agreement was designed to help the County determine the disposition of the Chimacum Drainage District. Peak Sustainability has since been sold to Maul Foster & Alongi (MFA) with an effective date of the ownership change of October 1, 2024. David Roberts, Peak Sustainability principal, is requesting the assignment of the agreement to MFA.

ANALYSIS:

While ownership of Peak Sustainability will change on October 1st, David Roberts and Vivian Ericson, both with Peak Sustainability, will continue to support the County's project through completion.

FISCAL IMPACT:

This request has no fiscal impact. Subsequent to October 1st the County will be invoiced by MFA.

RECOMMENDATION:

That the Board of Commissioners approve the assignment and authorize the Chair to sign on behalf of the Board.

REVIEWED BY:



Mark McCauley, County Administrator



Date

CONTRACT REVIEW FORM
(INSTRUCTIONS ARE ON THE NEXT PAGE)

Clear Form

CONTRACT WITH: Peak Sustainability & Maul Foster & Alongi

Contract No: S.Frederick 2024

Contract For: Assignment of Agreement

Term: Until completion of work

COUNTY DEPARTMENT: County Administrator
Contact Person: Mark McCauley
Contact Phone: 360-385-9130
Contact email: mmccauley@co.jefferson.wa.us

AMOUNT: N/A

Revenue: N/A

Expenditure: N/A

Matching Funds Required: N/A

Sources(s) of Matching Funds: N/A

Fund #: N/A

Munis Org/Obj: N/A

PROCESS:

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

APPROVAL STEPS:

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

CERTIFIED: ☒ N/A: ☐

Signature

Date

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

CERTIFIED: ☒ N/A: ☐

Signature

Date

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

Electronically approved by Risk Management on 9/6/2024.

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

Electronically approved as to form by PAO on 9/6/2024.
Assignment of to successor - approval required. Please add correct signature blocks next time.

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

STEP 6: CONTRACTOR SIGNS

STEP 7: SUBMIT TO BOCC FOR APPROVAL



PO Box 2006
Bellingham, WA 98227-2006
360-595-5075

August 27, 2024

Via Email:

Attn: Mark McCauley, County Administrator
Jefferson County, WA

RE: Notice of Sale and Request for Consent to Assign Agreement

Dear Mark,

Peak Sustainability Group LLC ("Peak") wishes to inform you that it will enter into an **Asset Sale and Purchase Agreement** (the "**Purchase Agreement**") pursuant to which substantially all of the assets of Peak will be acquired by **Maul Foster & Alongi, Inc.** (the "**Purchaser**") (the "**Transaction**").

You are party to that certain personal services contract dated June 1, 2023 and amended on December 11, 2023, between Peak and Jefferson County (the "**Agreement**"). Your consent to the Transaction or assignment of the Agreement to Purchaser may be required under Section 15 of the Agreement. Accordingly, we respectfully request your (i) consent for Peak to enter into the Transaction and assign the Agreement to Purchaser, (ii) agreement that the Transaction does not and will not result in any violation, breach, event of default, loss of any rights, acceleration of any payment, or requirement to pay any additional amounts under the Agreement, (iii) acknowledgment that Peak has complied with the terms of the Agreement with respect to the Transaction and the assignment of the Agreement to Purchaser pursuant to the Transaction, and (iv) acknowledgement regarding the continued effectiveness of the Agreement on its current terms and conditions following the Transaction and the assignment of the Agreement to Purchaser pursuant to the Transaction.

The Transaction is expected to close and become effective on or about October 1, 2024.

Please indicate your acknowledgement, agreement, and consent to the foregoing by signing below and returning a scanned copy of this letter by September 25, 2024, to David Roberts via email David@PeakSustainability.com. Should you have any questions or concerns, please direct them to the aforementioned email or contact me by phone at 360/483-7341.

Please note that the Transaction is **confidential** in nature, and we ask that you keep and hold all information disclosed herein in strict confidence. Maul Foster & Alongi, Inc. are third-party beneficiaries of the terms hereof.

We appreciate our relationship with Jefferson County and look forward to receiving your response.

[Signature Page to Follow]

Very truly yours,

PEAK SUSTAINABILITY GROUP LLC



By: _____
David Robers, Member

APPROVED:

JEFFERSON COUNTY WASHINGTON

**Board of County Commissioners
Jefferson County, Washington**

By: _____
Kate Dean, Chair Date

SEAL:

ATTEST:

Carolyn Galloway, CMC Date
Clerk of the Board

Approved as to form only:

 September 6, 2024

Philip C. Hunsucker, Date
Chief Civil Deputy Prosecuting Attorney

**Amendment No. 1 to the Professional Services Agreement Between Jefferson
County and Peak Sustainability Group**

This Amendment No. 1 to the Employment Agreement is made and entered into by and between Jefferson County and Peak Sustainability Group (Consultant), herein after known as the "Parties."

WHEREAS, the Parties want to amend the Employment Agreement entered into between them;

NOW, THEREFORE, the Parties agree as follows:

1. **Purpose.** The purpose of this Amendment is to change the scope of work and to increase the not to exceed amount of the Agreement.

2. **Amendment.**

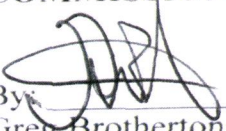
- a. Paragraph 1. Scope of Services. Is amended to read: Consultant agrees to perform the services identified on Exhibit "A" attached hereto including the provision of all labor.
- b. Paragraph 4. Payment., subsection a. is amended to read: Payment for the work provided by Consultant shall be made for work provided under the original Agreement and for work provided on Exhibit "A" attached to this amendment, provided that the total amount of payment to the Consultant shall not exceed \$26,153 without express written modification of the Agreement signed by each of the Parties.

3. **No Other Change.** All other terms of the Professional Services Agreement between the Parties remain unchanged, except as modified in this Amendment.

(SIGNATURES FOLLOW ON NEXT PAGE)

IN WITNESS WHEREOF, this Agreement is executed and shall become effective as of the last date signed below.

**JEFFERSON COUNTY
BOARD OF
COMMISSIONERS**

By:  12/11/23
Greg Brotherton, Chair Date

**PEAK SUSTAINABILITY
GROUP**

By: 

Name: David Roberts
President

Date: December 6, 2023

SEAL:

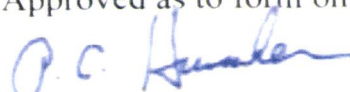


ATTEST:


Carolyn Gallaway, CMC
Clerk of the Board

12/11/23
Date

Approved as to form only:


Philip C. Hunsucker
Chief Civil Deputy Prosecuting
Attorney

December 7, 2023
Date

EXHIBIT A

Draft Preliminary Outreach Plan for Chimacum Creek Management and the Jefferson Drainage District 1 (DD1)

Goal

Engage the community and landowners within Jefferson County's Drainage District 1 (DD1) on the management of Chimacum Creek.

Outreach Strategy

To accomplish the goal of engaging landowners within Jefferson County DD1 as well as interested community members, we will use six phases of outreach and work with a Chimacum Creek workgroup to plan the outreach activities, two of which have occurred. The initial phase involved notifying landowners within the drainage district boundary of the public process. The second phase was a public hearing in August on the status of DD1. The third phase will be an open house that provides both an educational opportunity for landowners and an opportunity for landowners to ask questions. In the fourth phase, the DD1 workgroup will hold three focus groups and run a survey. In the fifth phase, the DD1 working group will review input from the focus groups and help develop recommendations. A potential sixth phase could be sharing recommendations based on stakeholder feedback. The goal of the outreach strategy is to gain input from the community on how they would like Chimacum Creek managed, including the goals for the management and the legal tools used to manage the watershed.

The outreach strategy will be carried out by the Jefferson County Conservation District (CD), the Washington State University Extension – Jefferson County (WSU), and Peak Sustainability. The CD is the recipient of pass-through Department of Ecology grant funding from Jefferson County to create a management plan for Chimacum Creek that focuses on the impacts on farmland and habitat associated with flooding and drainage, and opportunities for habitat restoration. The plan will assess current conditions, proposed management and restoration actions, and potential implementing organizations. This effort is expected to inform the decision about whether or not to reactivate the Drainage District, as it was the original entity created to develop and manage Chimacum Creek drainage and continues to hold easements and have the proper authority for drainage management.

Phase 1: Notification of public hearing in August

Goal: Provide all landowners within the drainage district boundary with notice of the public process as early as possible.

Outcome: Landowners were informed of the public process.

Phase 2: Public hearing in August

Goal: Provide the public and the Board of County Commissioners (BOCC) with key information on the Drainage District and provide an opportunity for the public and landowners to provide feedback.

Strategy: The public was informed of the decisions underway.

Outcomes: BOCC was provided with information regarding the status of DD1 and made a decision to declare DD1 inactive and revisit the decision on DD1 in 2024 following a more thorough process of collecting and reviewing data and engaging with the community.

Phase 3: In-person open house

Goals: Landowners within DD1 and the broader public will be given an overview of the community engagement and watershed planning process. This will include a brief history of Chimacum Creek alteration and management, DD1 and its current status, some of known problems that have led us to this point, goals and objectives for the management plan, and future engagement opportunities. Landowners and the public will be provided with an overview of the legal options for managing Chimacum Creek that are available, including reactivating DD1. Landowners and the public will have an opportunity to ask questions in an informal setting.

Strategy: WSU will serve as a co-facilitator and provide educational information. The CD will provide information on the management plan and baseline information/research collected to date related to the management plan. Peak will provide logistics support, some co-planning of the session, support facilitation, and a summary of the meeting. The meeting will be held in January to accommodate the demands of the harvest on farmers and to reach the most landowners. The meeting will be a two-hour to three-hour in-person meeting that is located conveniently to DD1 residents and landowners. There will be thirty minutes held prior to the start of the meeting for people to connect and socialize with some food potentially provided. There will be short presentations with more time held for informal conversations and sharing information.

Outcome: A summary of questions asked by landowners and information distributed to the community.

Phase 4: Hybrid Focus Groups

Goal: Three hybrid listening sessions will be held over the month of February to understand landowner goals for Chimacum Creek, desired outcomes, and preferences for legal tools to manage the Creek, whether that is a Drainage District or other options. Each session will have a different focus to forward the conversation.

Strategy: WSU would serve as a neutral facilitator. Peak will provide logistics support and co-facilitation. Topics could include asking landowners for input on key questions for the Chimacum Creek Management Plan that get at broad goals and desired outcomes with the CD's involvement. WSU will present the legal options from DD1 workgroup and collect feedback from landowners. These will be framed and structured as listening sessions. Feedback will be collected in a one-hour hybrid meeting held in February. In addition to the hybrid meetings, an online survey will be available based on what is heard. Peak will prepare a summary of the meetings.

Outcome: A summary of public feedback will be provided to the DD1 workgroup to inform the next steps on the DD1.

Phase 5: Workgroup Review of Options

Goal: Consider the input from the focus groups and develop recommendations.

Strategy: The summary will be presented to the DD1 workgroup, which will then provide advice on the next steps forward, including recommendations for paths forward that can be brought back to landowners.

Outcome: A set of recommendations regarding the future of DD1 to present to the public and DD1 landowners.

Phase 6: Open House to Share Recommendations

Goal: Landowners and the public will have the opportunity to provide input on recommendations from the DD1 workgroup based on the summary of findings from the in-person open house and focus groups.

Strategy: The project team will present the recommendations from DD1 workgroup and collect feedback from landowners. Feedback will be collected in a one-hour hybrid meeting held in March.

Outcome: A summary of public feedback will be provided to the DD1 workgroup to inform the next steps on the DD1. The DD1 workgroup will make recommendations to the BOCC. The Peak project team will provide documentation and be available to present the findings to the BOCC.

Peak Sustainability Group		Peak Team	
Team	David Roberts	Vivian Ericson	
Task	Principal-in-Charge	Project manager	
Project Management & Admin			
Project Management & Admin	1	10	
Task 1. Community Engagement			
Task 1.1 Finalized workplan	0.5	1	
Task 1.2 Informational open house	1	17	
Task 1.3. Three focus groups	0.5	27	
Task 1.4 Survey	0.5	5	
Task 1.5 Final Open House	0.5	17	
Task 1.6 Workgroup meetings	1	8	
Task 1.7. Analysis and Recommendations	1	10	
Total Hours	6	95	
Hourly Rates (including overhead)	\$195	\$195	
Staff Costs	\$ 1,170	\$ 18,525	
Subtotal Staff	\$ 19,695		
Travel & Supplies	\$ 300		
Total	\$ 19,995		
Unspent funds from original contract	\$ 3,800		
Net Additional Cost	\$ 16,195		

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

CONSENT AGENDA REQUEST

TO: Board of Commissioners

FROM: Mark McCauley, County Administrator

DATE: December 11, 2023

RE: Amendment No. 1 - Professional Services Agreement: Peak Sustainability Group: Facilitation Services

STATEMENT OF ISSUE:

The Chimacum Drainage District, otherwise known as Drainage District #1, was formed in 1925. Since its formation interest in the district has ebbed and flowed. It has been inactive for many years. Recently, however, there has been interest in reactivating the district.

ANALYSIS:

To assist the residents of the district with this process the county contracted with Peak Sustainability Group to facilitate community conversations. The intent was to gauge interest in the reactivation and if there is sufficient interest to chart the course forward.

Since then other stakeholders have become involved and larger questions are being asked. This has required a revision to Peak Sustainability's scope of work and additional funding to accomplish the increased scope.

Staff is asking that the Board approve an amendment adopting a new scope of work and increased funding from the original contract not to exceed amount of \$9,958 by \$16,195 to \$26,153.

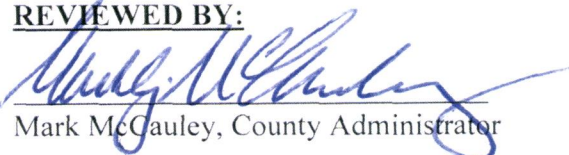
FISCAL IMPACT:

The additional cost is \$16,195 to be paid out of the General Fund – Non-departmental.

RECOMMENDATION:

That the Board approve the attached proposed Amendment No. 1.

REVIEWED BY:


Mark McCauley, County Administrator

12/7/23
Date

SCANNED

12/6/23

CONTRACT REVIEW FORM

(INSTRUCTIONS ARE ON THE NEXT PAGE)

Clear Form

CONTRACT WITH: Amendment No. 1 - Peak Sustainability

Contract No: CDD 2023 Amendment

Contract For: Facilitation Services

Term: Until project completion

COUNTY DEPARTMENT: County Administrator

Contact Person: Mark McCauley

Contact Phone: 360-385-9130

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

AMOUNT: \$16,195 added, \$26,153 total

Revenue: N/A

Expenditure: \$16,195 added, \$26,153 total

Matching Funds Required: N/A

Sources(s) of Matching Funds: N/A

Fund #: 001-270

Munis Org/Obj: 001-270

PROCESS:

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

APPROVAL STEPS:

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

CERTIFIED: ☒ N/A: ☐

Signature

Date

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

CERTIFIED: ☒ N/A: ☐

Signature

Date

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

Electronically approved by Risk Management on 12/7/2023.

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

Electronically approved as to form by PAO on 12/7/2023.
Contract amendment. Outstanding contract amendment form!

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

STEP 6: CONTRACTOR SIGNS

STEP 7: SUBMIT TO BOCC FOR APPROVAL

Orig. Peak 5-8-23

Retain: ongoing
to completion

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (Agreement) is entered into by and between Jefferson County (County) and Peak Sustainability Group (Consultant), upon the following terms and conditions.

1. Project Designation. The Consultant is retained by the County to assist the County with a discussion regarding facilitation services regarding Jefferson County Drainage District #1 (Chimacum).
2. Scope of Services. Consultant agrees to perform the services identified on Exhibit "A" attached hereto including the provision of all labor.
3. Time for Performance. This Agreement shall commence June 1, 2023 and continue until services in Exhibit A have been completed. Work performed consistent with this Agreement during its term, put prior to the adoption of this Agreement, is hereby ratified. The Consultant shall perform all services pursuant to this Agreement as outlined on Exhibit "A". Time is of the essence in the performance of this Agreement.
4. Payment. The Consultant shall be paid by Jefferson County for completed work and for services rendered under this Agreement as follows:
 - a. Payment for the work provided by Consultant shall be made as provided on Exhibit "A" attached hereto, provided that the total amount of payment to Consultant shall not exceed \$9,958, in accordance with the Cost Proposal section of Exhibit A, without express written modification of the Agreement signed by each Party.
 - b. Invoices must be submitted by the 15th of the month for the previous month's expenses. Such invoices will be checked by the County, and upon approval thereof, payment will be made within 30 days to the Consultant in the amount approved. Failure to submit timely invoices and reports pursuant to Exhibit B of the Agreement may result in a denial of reimbursement. Invoices not submitted within 60 days may be denied.
 - c. Final payment of any balance due the Consultant of the total contract price earned will be made promptly once the County verifies completion of the work and submittal of reports under this Agreement and acceptance by the County.
 - d. Consultant shall provide invoices and necessary backup documentation for all services including timesheets and statements (specifying the services provided). Any indirect charges require the submittal of an indirect cost methodology and rate using 2 C.F.R. Part 255 and 2 C.F.R. Part 230.
 - e. The Consultant's records and accounts pertaining to this Agreement are to be kept available for inspection by representatives of the County and state for a period of six (6) years after final payments. Copies shall be made available upon request.

Peak Sustainability Group

5. Ownership and Use of Documents. All non-confidential or de-identified documents, drawings, specifications, and other materials produced by the Consultant in connection with the services rendered under this Agreement shall be the property of the County whether the project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with Consultant's endeavors. Consultant shall not be held liable for reuse of documents or modifications thereof, including electronic data, by the County or its representatives for any purpose other than the intent of this Agreement.
6. Compliance with laws. Consultant shall, in performing the services contemplated by this Agreement, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations, applicable to the services to be rendered under this Agreement.
7. Audit. Upon request, Consultant will submit their most recent financial information.
 - a. Upon request the County shall have the option of performing an onsite review of all records, statements, and documentation.
 - b. If the County finds indications of potential non-compliance during the monitoring process, the County shall notify Consultant within ten (10) days. The County and Consultant shall meet to discuss areas of contention in an attempt to resolve issues.
8. Indemnification. The Consultant shall defend, indemnify and hold the County, its officers, officials, employees, agents and volunteers (and their marital communities) harmless from any claims, injuries, damages, losses or suits, including attorney's fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the County. Should a court of competent jurisdiction determine this Agreement is subject to RCW 4.24.115 if liability for damages occurs arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the County, its officers, officials, employees, agents and volunteers (and their marital communities) the Consultant's liability, including the duty and cost to defend, shall be only for the Consultant's negligence. It is further specifically understood that the indemnification provided 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. This section shall survive the expiration or termination of this Agreement.
9. Insurance. Prior to commencing work, the Consultant shall obtain at its own cost and expense the following insurance coverage specified below and shall keep such coverage in force during the terms of the Agreement.
 - a. Commercial Automobile Liability Insurance providing bodily injury and property damage liability coverage for all owned and non-owned vehicles assigned to or

used in the performance of the work for a combined single limit of not less than \$500,000 each occurrence with the County named as an additional insured in connection with the Consultant's performance of this Agreement. This insurance shall indicate on the certificate of insurance the following coverage: (a) Owned automobiles; (b) Hired automobiles; and, (3) Non-owned automobiles.

- b. Commercial General Liability Insurance in an amount not less than a single limit of one million dollars (\$1,000,000) per occurrence and an aggregate of not less than two (2) times the occurrence amount (\$2,000,000.00 minimum) for bodily injury, including death and property damage, unless a greater amount is specified in the contract specifications. The insurance coverage shall contain no limitations on the scope of the protection provided and include the following minimum coverage:
 - i. Broad Form Property Damage, with no employee exclusion;
 - ii. Personal Injury Liability, including extended bodily injury;
 - iii. Broad Form Contractual/Commercial Liability – including coverage for products and completed operations;
 - iv. Premises – Operations Liability (M&C);
 - v. Independent Consultants and subcontractors;
 - vi. Blanket Contractual Liability.
- c. The County shall be named as an "additional named insured" under all insurance policies required by this Agreement, except Professional Liability Insurance when not allowed by the insurer.
- d. Such insurance coverage shall be evidenced by one of the following methods: (a) Certificate of Insurance; or, (b) Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.
- e. The Consultant shall furnish the County with properly executed certificates of insurance that, at a minimum, shall include: (a) The limits of overage; (b) The project name to which it applies; (c) The certificate holder as Jefferson County, Washington and their elected officials, officers, and employees; and, (d) A statement that the insurance policy shall not be canceled or allowed to expire except on thirty (30) days prior written notice to the County. If the proof of insurance or certificate indicating the County are "additional insureds" to a policy obtained by the Consultant refers to an endorsement (by number or name) but does not provide the full text of that endorsement, then it shall be the obligation of the Consultant to obtain the full text of that endorsement and forward that full text to the County. Certificates of coverage as required by this section shall be delivered to the County within fifteen (15) days of execution of this Agreement.

- f. Failure of the Consultant to take out or maintain any required insurance shall not relieve the Consultant from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations concerning indemnification of the County.
- g. The Consultant's insurers shall have no right of recovery or subrogation against the County (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies, with the exception of Professional Liability Insurance, so affected shall protect both parties and be primary coverage for all losses covered by the above described insurance.
- h. Insurance companies issuing the policy or policies shall have no recourse against the County (including its employees and other agents and agencies) for payment of any premiums or for assessments under any form of policy.
- i. All deductibles in the above described insurance policies shall be assumed by and be at the sole risk of the Consultant.
- j. Any deductibles or self-insured retention shall be declared to and approved by the County prior to the approval of this Agreement by the County. At the option of the County, the insurer shall reduce or eliminate deductibles or self-insured retention, or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- k. Insurance companies issuing the Consultant's insurance policy or policies shall have no recourse against the County (including its employees and other agents and agencies) for payment of any premiums or for assessments under any form of insurance policy.
- l. Any judgments for which the County may be liable, in excess of insured amounts required by this Agreement, or any portion thereof, may be withheld from payment due, or to become due, to the Consultant until the Consultant shall furnish additional security covering such judgment as may be determined by the County.
- m. Any coverage for third party liability claims provided to the County by a "Risk Pool" created pursuant to Ch. 48.62 RCW shall be non-contributory with respect to any policy of insurance the Consultant must provide in order to comply with this Agreement.
- n. The County may, upon the Consultant's failure to comply with all provisions of this Agreement relating to insurance, withhold payment or compensation that would otherwise be due to the Consultant.
- o. The Consultant's liability insurance provisions shall be primary and noncontributory with respect to any insurance or self-insurance programs covering the County, its elected and appointed officers, officials, employees, and agents.

- p. Any failure to comply with reporting provisions of the insurance policies shall not affect coverage provided to the County, its officers, officials, employees, or agents.
- q. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- r. The Consultant shall include all subcontractors as insured under its insurance policies or shall furnish separate certificates and endorsements for each subcontractor. All insurance provisions for subcontractors shall be subject to all the requirements stated herein.
- s. The insurance limits mandated for any insurance coverage required by this Agreement are not intended to be an indication of exposure nor are they limitations on indemnification.
- t. The Consultant shall maintain all required insurance policies in force from the time services commence until services are completed. Certificates, insurance policies, and endorsements expiring before completion of services shall be promptly replaced. All the insurance policies required by this Agreement shall provide that thirty (30) days prior to cancellation, suspension, reduction or material change in the policy, notice of same shall be given to the County.
- u. The Consultant 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.
- v. The County reserve the right to request additional insurance on an individual basis for extra hazardous contracts and specific service agreements.

10. Worker's Compensation (Industrial Insurance).

- a. If and only if the Consultant employs any person(s) in the status of employee or employees separate from or in addition to any equity owners, sole proprietor, partners, owners or shareholders of the Consultant, the Consultant shall maintain workers' compensation insurance at its own expense, as required by Title 51 RCW, for the term of this Agreement and shall provide evidence of coverage to the County, upon request.
- b. Worker's compensation insurance covering all employees with limits meeting all applicable state and federal laws. This coverage shall include Employer's Liability with limits meeting all applicable state and federal laws.
- c. This coverage shall extend to any subcontractor that does not have their own worker's compensation and employer's liability insurance.

- d. The Consultant expressly waives by mutual negotiation all immunity and limitations on liability, with respect to the County, under any industrial insurance act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.
 - e. If the County incurs any costs to enforce the provisions of this subsection, all cost and fees shall be recoverable from the Consultant.
11. Independent Consultant. The Consultant and the County agree that the Consultant is an independent contractor with respect to the services provided pursuant to this Agreement. The Consultant specifically has the right to direct and control Consultant's own activities, and the activities of its subcontractors, employees, agents, and representatives, in providing the agreed services in accordance with the specifications set out in this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties. Neither Consultant nor any employee of Consultant shall be entitled to any benefits accorded County employees by virtue of the services provided under this Agreement, including, but not limited to: retirement, vacation pay; holiday pay; sick leave pay; medical, dental, or other insurance benefits; fringe benefits; or any other rights or privileges afforded to County employees. The County shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Consultant, or any employee of Consultant.
12. Subcontracting Requirements.
- a. The Consultant is responsible for meeting all terms and conditions of this Agreement including standards of service, quality of materials and workmanship, costs, and schedules. Failure of a subcontractor to perform is no defense to a breach of this Agreement. The Consultant assumes responsibility for and all liability for the actions and quality of services performed by any subcontractor.
 - b. Every subcontractor must agree in writing to follow every term of this Agreement. The Consultant must provide every subcontractor's written agreement to follow every term of this Agreement before the subcontractor can perform any services under this Agreement. The County must approve any proposed subcontractors in writing.
 - c. Any dispute arising between the Consultant and any subcontractors or between subcontractors must be resolved without involvement of any kind on the part of the County and without detrimental impact on the Consultant's performance required by this Agreement.
13. Covenant Against Contingent Fees. The Consultant warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other

consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the County shall have the right to annul this Agreement without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

14. Discrimination Prohibited. The Consultant, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, color, national origin, religion, creed, age, gender, sexual orientation, material status, sex, or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.
15. No Assignment. The Consultant shall not sublet or assign any of the services covered by this Agreement without the express written consent of the County. Assignment does not include printing or other customary reimbursable expenses that may be provided in an agreement.
16. Non-Waiver. Waiver by the County of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.
17. Termination.
 - a. The County reserves the right to terminate this Agreement at any time without cause by giving ten (10) days written notice to the Consultant. Consultant may terminate this Agreement at any time without cause by giving (10) days written notice to the County.
 - b. The County shall give the Consultant written notice and a reasonable opportunity to cure before this Agreement is terminated for cause.
 - c. In the event of the death of a member, partner, or officer of the Consultant, or any of its supervisory personnel assigned to the project, the surviving members of the Consultant hereby agree to complete the work under the terms of this Agreement, if requested to do so by the County. This section shall not be a bar to renegotiations of this Agreement between surviving members of the Consultant and the County, if the County so chooses.
 - d. The County reserves the right to terminate this contract in whole or in part, with 10 days' notice, in the event that expected or actual funding from any funding source is withdrawn, reduced, or limited in any way after the effective date of this agreement. In the event of termination under this clause, the County shall be liable for only payment for services rendered prior to the effective date of termination.
18. Notices. All notices or other communications which any party desires or is required to give shall be given in writing and shall be deemed to have been given if hand-delivered, sent by facsimile, email, or mailed by depositing in the United States mail, prepaid to the party at the address listed below or such other address as a party may designate in writing from time to time. Notices to the Parties shall be sent to the following addresses:

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

Notices to Consultant shall be sent to the following address:

David Roberts
Principal, Peak Sustainability Group
P.O. Box 2006
Bellingham, Washington, 98227-2006

19. Integrated Agreement. This Agreement together with attachments or addenda represents the entire and integrated Agreement between the County and the Consultant and supersedes all prior negotiations, representations, or agreements written or oral. No representation or promise not expressly contained in this Agreement has been made. This Agreement supersedes all prior or simultaneous representations, discussions, negotiations, and agreements, whether written or oral, by the County within the scope of this Agreement. The Consultant ratifies and adopts all statements, representations, warranties, covenants, and agreements contained in its proposal, and the supporting material submitted by the Consultant, accepts this Agreement and agrees to all of the terms and conditions of this Agreement.
20. Modification of this Agreement. This Agreement may be amended only by written instrument signed by both County and Consultant.
21. Disputes. The Parties agree to use their best efforts to prevent and resolve disputes before they escalate into claims or legal actions. Any disputed issue not resolved pursuant to the terms of this Agreement shall be submitted in writing within 10 days to the County representative listed in Section 18., whose joint decision in the matter shall be final, but shall be subject to judicial review. If either party deems it necessary to institute legal action or proceeding to enforce any right or obligation under this Agreement, each party in such action shall bear the cost of its own attorney's fees and court costs. Any legal action shall be initiated in the Superior Court of the State of Washington for Jefferson County. The Parties agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the respective Superior Courts in accordance with the laws of the State of Washington. The Consultant hereby consents to the personal jurisdiction of the Superior Court of the State of Washington for Jefferson County.
22. Section Headings. The headings of the sections of this Agreement are for convenience of reference only and are not intended to restrict, affect, or be of any weight in the interpretation or construction of the provisions of the sections or this Agreement.
23. Limits of Any Waiver of Default. No consent by either party to, or waiver of, a breach by either party, whether express or implied, shall constitute a consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.

24. No Oral Waiver. No term or provision of this Agreement will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing signed on behalf of the party against whom the waiver is asserted. Failure of a party to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default.
25. Severability. Provided it does not result in a material change in the terms of this Agreement, if any provision of this Agreement or the application of this Agreement to any person or circumstance shall be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement and the application this Agreement shall not be affected and shall be enforceable to the fullest extent permitted by law.
26. Binding on Successors, Heirs and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties' successors in interest, heirs, and assigns.
27. No Assignment. The Consultant shall not sell, assign, or transfer any of rights obtained by this Agreement without the express written consent of the County.
28. No Third-party Beneficiaries. The parties do not intend, and nothing in this Agreement shall be construed to mean, that any provision in this Agreement is for the benefit of any person or entity who is not a party.
29. Signature in Counterparts. The parties agree that separate copies of this Agreement may be signed by each of the parties and this Agreement shall have the same force and effect as if all the parties had signed the original.
30. Facsimile and Electronic Signatures. The parties agree that facsimile and electronic signatures shall have the same force and effect as original signatures.
31. Arms-Length Negotiations. The parties agree that this Agreement has been negotiated at arms-length, with the assistance and advice of competent, independent legal counsel.
32. Public Records Act. Notwithstanding any provisions of this Agreement to the contrary, to the extent any record, including any electronic, audio, paper or other media, is required to be kept or indexed as a public record in accordance with the Washington Public Records Act, Chapter 42.56 RCW (as may be amended), the Consultant agrees to maintain all records constituting public records and to produce or assist the County in producing such records, within the time frames and parameters set forth in state law. The Consultant further agrees that upon receipt of any written public record request, Consultant shall, within two business days, notify the County by providing a copy of the request per the notice provisions of this Agreement.

(SIGNATURES FOLLOW ON THE NEXT PAGE)

DATED this 8th day of May, 20 23.

JEFFERSON COUNTY WASHINGTON

PEAK SUSTAINABILITY GROUP

Board of County Commissioners
Jefferson County, Washington

David Roberts

David Roberts, Principal

4/28/2023

Date

By: *[Signature]* 5/8/23
Greg Brotherton, Chair Date

By: Excused Absence

Kate Dean, Commissioner Date

By: *[Signature]* 5/8/23
Heidi Eisenhour, Commissioner Date

SEAL:



ATTEST:

Carolyn Gallaway 5/8/23
Carolyn Gallaway Date
Clerk of the Board

Approved as to form only:

P.C. Hunsucker May 3, 2023
Philip C. Hunsucker Date
Chief Civil Deputy Prosecuting Attorney

EXHIBIT A – PEAK SUSTAINABILITY PROPOSAL

Chimacum Drainage Dist

Drainage District #1 JEFFERSON COUNTY

April 5, 2023

PREPARED FOR

Mark McCauley

County Administrator

Jefferson County

P.O. Box 1220

Port Townsend, WA 98368

360.385.9100

mmccauley@co.jefferson.wa.us

**2023-
2024**



*Photo from Beaver Valley by
Robert Tognoli.*

PREPARED BY



Peak Sustainability Group

PO Box 2006, Bellingham, WA 98227

Peak Sustainability Group LLC

Breakthrough solutions for a resilient and sustainable future

INTRODUCTORY LETTER

Dear Mark McCauley,

Date: April 5, 2023

Peak Sustainability Group (Peak) is pleased to respond to Jefferson County's request for quotes for facilitated conversations with landowners and stakeholders in the Jefferson County Drainage District #1 (DD1) area and recommendation report development.

A Bellingham-based consulting company, Peak has supported communities throughout Puget Sound with facilitation and stakeholder and community engagement around complex, multi-interest topics and processes for over twelve years. We have facilitated conversations on dike and drainage management, watershed planning, park planning, sustainability in schools, climate action, broadband, and more. We hope to bring this experience, as well as our experience working with drainage districts and our prior knowledge of the Chimacum area, to the unique context of DD1. Specifically, we look forward to working with the County to raise local landowner awareness of the history of DD1, to discuss the benefits of potential reactivation of DD1, to assess the community's openness to the idea and tax implications of reactivation, and to determine what kinds of uses landowners would like to see in DD1. Finally, we will use this input to recommend whether the County should proceed with reactivation.

The proposed project manager and lead facilitator is David Roberts. David is well known throughout the region for his facilitation services. Natalie Sacker will provide project support such as meeting coordination, summary notes, and report review and editing. The project team commits that they are available to complete the project within the one-year term.

Our team thanks you for reviewing our proposal. We look forward to the opportunity to work with Jefferson County to identify a path forward regarding drainage challenges in DD1 and to provide recommendations that incorporate the input of the stakeholders and landowners engaged.

Sincerely,



David Roberts
Principal, Peak Sustainability Group
David@peaksustainability.com
360.595.5075
PO Box 2006,
Bellingham, Washington 98227-2006



PROJECT APPROACH

This project includes facilitating conversations with landowners and stakeholders in the Jefferson County Drainage District #1 (DD1) area and developing a report with recommendations for drainage district reactivation based on the input received. Through these conversations, the County is seeking to raise local landowner awareness of the history of DD1, to discuss the benefits of potential reactivation of DD1, to assess the community's openness to the idea and tax implications of reactivation, and to determine what kinds of uses landowners would like to see in DD1. Ultimately, the County will need to decide whether to proceed with reactivation.

Our approach will include a review of DD1's history as a local special purpose district with a focus on identifying opportunities for reactivation that would enable more effective drainage management. We will work closely with stakeholders and landowners to identify their concerns and priorities and develop recommendations that are practical and effective. We will interpret landowner and stakeholder input to provide the County with recommendations for future action in our report.

The following section outlines our approach to the tasks described in the RFQ.

Task 1. Coordination

The success of this project will rely on our team having a solid understanding of the history of DD1 as well as excellent coordination and communication with the County and other key partners.

Task 1A. Materials Review: Peak will review the Chimacum Drainage District Report (June 2022) and other materials, as recommended by the County. This will allow our team to have an adequate understanding of the history of DD1 and drainage challenges in the area in advance of the stakeholder and landowner discussions.

Task 1B. Kickoff Meeting: Peak will host a remote project kickoff meeting with the County and any other key partners identified by the County (e.g., Jefferson County Conservation District) to coordinate the engagement process and align project goals. The objectives of this meeting will be to discuss the scope of the project, identify key stakeholders, coordinate the schedule, establish roles and expectations for upcoming meetings, and outline the desired content of the final report.

Task 1C. Report Review Meeting: After the preparation of the draft report, Peak will facilitate a remote meeting with County staff (and other key partners, as desired by the County) to discuss the findings and recommendations in the draft report. The objectives of this meeting will be to identify any changes that need to be made to the report and discuss next steps.

Example Project Timeline

Month 1: Materials Review (1A), Kickoff Meeting (1B)

Month 2: Stakeholder Meeting (2A), Communication Materials (2D)

Month 3: Landowner Meeting #1 (2B), Communication Materials (2D)

Month 4: Input Summary Meeting (1C), Draft Report (3A)

Month 5: Landowner Meeting #2 (2C), Communication Materials (2D)

Month 6: Final Report (3B)



Task 2. Engagement

Our proposed project involves the facilitation of three meetings – one with a focused group of key stakeholders and two with landowners. These meetings will serve as a platform to engage with the community and solicit input that will be used to inform our recommendation regarding the reactivation of DD1. Peak will provide agendas prior to and meeting summaries following each meeting. The following is a breakdown of the meetings we propose to conduct and their objectives.

Task 2A. Stakeholder Meeting: Peak will host and facilitate a remote stakeholder discussion to share information about DD1 and the project and to identify the barriers, opportunities, and risks associated with the project. This meeting will provide an opportunity for stakeholders to ask questions, voice their concerns, provide feedback, and identify potential roadblocks. We expect that the agenda items will include a brief presentation from the County, a question-and-answer period, and a facilitated conversation to gather input on predetermined topics, identified in coordination with the County.

Task 2B. Landowner Meeting #1: Peak will host and facilitate an in-person landowner meeting in Jefferson County. At this meeting, the County and key stakeholders will provide a presentation regarding the implications of a drainage district. Landowners will be given the opportunity to ask questions, explore opportunities, and provide their input. We expect that the agenda will include a facilitated conversation and/or activity (e.g., open house styled listening posts) to gather input effectively. Potential topics on which to seek input from landowners include size and current use of participant properties; desired uses; impacts or limitations due to flooding, if any; system improvements sought; level of support for the district re-establishment; and willingness to pay for taxes to support the district.

Task 2C. Landowner Meeting #2: Peak will host and facilitate a public meeting held in-person in Jefferson County to share the findings of the report with landowners and stakeholders. The objectives of this meeting will be to present the findings and recommendations, solicit feedback on those findings, and answer any questions.

Task 2D. Communication Materials: As budget allows, Peak will support the County in reviewing and compiling communication materials for the engagement efforts in Task 2.

Alternative #1 Landowner Survey: While not reflected in the proposed budget on page 8, Peak is available to develop a survey to solicit input from a wider pool of landowners in DD1.

Task 3. Report Development

Task 3A. Draft Report: Using input from the conversations and background information from our review of materials, Peak will prepare a draft report including recommendations as to whether the County should proceed with reactivation and what kinds of uses landowners would like to see in DD1. The report will include key information such as determination of participants' willingness to pay taxes for the reactivation and operation of DD1 and how they would use their land if the district were re-established.

Task 3B. Final Report: Peak will incorporate feedback on the draft report from the County and key partners into a final report.



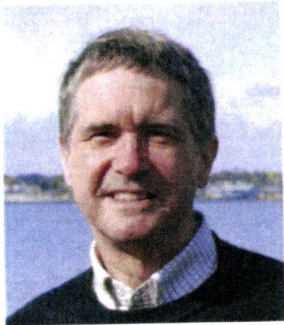
STATEMENT OF QUALIFICATIONS

Peak Sustainability Group, LLC (Peak) is a Northwest Washington-based company in business since 2011. Our mission is to catalyze breakthrough solutions for a sustainable and resilient future. We have expertise in multi-disciplinary subjects including watershed and land use planning, climate action, and community engagement and have worked with local governments, tribes, businesses, and non-profits throughout the Puget Sound region. We are a certified small business and licensed to work in the State of Washington.



PROJECT TEAM MEMBERS

David Roberts - Project Manager & Facilitator President and Founder, Peak Sustainability Group



David is a skilled facilitator with over 30 years of experience designing and leading multiple-benefit collaborative processes which advance complex natural resource, watershed, and sustainability initiatives. He founded Peak Sustainability Group in 2011.

Project Role: David is the proposed Project Manager and lead facilitator for this project. He will set clear expectations, consistently track and forecast progress on tasks and deliverables, ensure regular reporting and documentation, and provide strong leadership and clear communications with the County.

Education

Master of Science, Environmental Science and Engineering, University of Washington

Bachelor of Science, Geology, Washington State University

Professional Experience

Peak Sustainability Group LLC, Principal, and Founder

(2011-present): Leads the company and serves as facilitator and project manager on client projects.

WA Department of Natural Resources, Assistant Division Manager (2002-2011): Managed leasing, shellfish production, conservation planning, restoration, and environmental clean-up on 1.6 million acres of State-owned aquatic lands in Northwest Washington.

Washington Department of Ecology, Project Manager and Unit Supervisor (1984-2002): Managed projects dedicated to statewide policies and legislation, rulemaking, permit development, grants. Developed programs addressing land use, air quality, and water pollution issues statewide including.

Examples of David's Relevant Project Experience

Sustainable Lands Strategy (SLS) (2019-present) Facilitates the policy making meetings for the County-wide process to balance concerns related to farmland protection, salmon recovery, flood risk reduction, and climate change.

Whatcom County Flood Management Planning Facilitated policy and stakeholder workgroup development of an integrated floodplain plan for Whatcom County that considers the needs of fish, farms, and flood protection in the lower Nooksack River floodplain.

Farms, Fish, and Floods Initiative (3FI) Facilitated policy negotiations and scientific study teams as they developed plans and agreements to protect farmland, promote salmon recovery, and reduce flood risk.



Natalie Sacker - Project Support

Environmental Consultant, Peak Sustainability Group



Natalie is an environmental consultant at Peak where she primarily supports local governments and organizations with climate and sustainability planning, research, and community engagement.

Project Role: Natalie will offer meeting support, meeting summaries, and report compilation and review. She will also assist with communications.

Education

Bachelor of Arts, Business and Sustainability with a certificate in Climate Leadership, Western Washington University

Professional Experience

Peak Sustainability Group LLC, Environmental Consultant (2021-Present): Provides research, data collection, and community engagement and outreach services on a range of watershed, sustainability, and climate-focused projects.

WWU Sustainability Engagement Institute, Sustainability Mentor (2022-Present): Provides mentorship to undergraduate participants of the Climate Leadership Certificate Program, coordinates outreach and marketing, and supports program development for the upcoming third cohort of the program.

City of Bellingham Public Works, Climate Action Research Assistant (2021-2022): Constructed U.S. Community Protocol-compliant inventories for Bellingham for years 2016-2021, provided recommendations for inventory methodology changes, and completed 2021 Carbon Disclosure Project reporting requirements.

Examples of Natalie's Relevant Project Experience

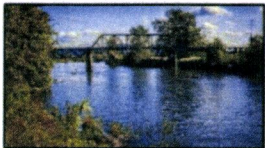
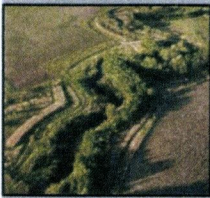
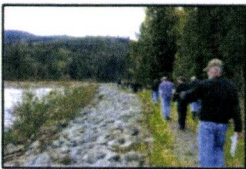
Snohomish County, Little Bear Creek Stormwater Management Action Plan (2022): Developed a public engagement strategy for the County's Stormwater Management Action Plan process, with emphasis on engaging overburdened communities. Conducted outreach and provided meeting support for a public meeting and a stakeholder meeting.

City of Bellingham, Climate Action Week (2022): Worked with City staff to develop the Climate Action Week 2022 theme and communication materials, compiled resources on best practices for event inclusivity and accessibility, led communication with event hosts, and developed and distributed a survey to garner attendee feedback.



PROJECT EXPERIENCE

Our team has extensive experience facilitating conversations with stakeholders and landowners, and possesses the knowledge and expertise needed to effectively tackle the challenges presented by the DD1 drainage issues. We are familiar with ongoing challenges regarding drainage in DD1. The following projects highlight Peak's experience with meeting facilitation, stakeholder and community engagement, and diking and drainage districts.

Client and Project	Description
SNOHOMISH COUNTY Sustainable Lands Strategy (SLS) 2019 - 2022	 Peak is currently facilitating and supporting the SLS process in Snohomish County - a collaborative of 40+ organizations seeking multiple benefit outcomes by working together on issues related to restoration of salmon, protection of farmland, and reduction in flood risks. We provide meeting facilitation, community outreach, land use policy recommendations, communications strategies development, educational programs, monitoring program development, organizational development, and legal agreement development.
WASHINGTON CONSERVATION COMMISSION Targeted Riparian Buffer Incentives Pilot Project 2022 - 2023	 Peak designed and facilitated a process to determine the effectiveness of current riparian buffer incentive programs in Washington with a focus on the Skagit River watershed and other watersheds in Western Washington. We developed a report outlining recommended changes to programs.
WHATCOM COUNTY System-wide Improvement Framework (SWIF) 2013 - 2016	 Peak facilitated more than 50 meetings for a multi-stakeholder process to develop a levee system management plan and streamlined permitting process for the lower Nooksack River. The effort resulted in improved dike maintenance, reduced flood risk, and improved fish habitat.
SKAGIT COUNTY Farm, Fish, and Flood Initiative (3FI) 2011 - 2018	 Peak facilitated negotiations to develop agreements to protect farmland and promote salmon recovery. A key outcome was the creation of the Hydrodynamic Model and Alternatives Analysis tool developed to help target investments in fish habitat and flood control structures.



REFERENCES

Client	Snohomish County Public Works, Surface Water Management (2019-present)
Project Name	Sustainable Lands Strategy (SLS)
Contact Name	Jessica Hamill, Project Specialist IV
Address	Snohomish County Surface Water Management 3000 Rockefeller Ave, M/S 607, Everett, WA, 98201
Phone	425.388.6476
Fax Number/ Email	Jessica.Hamill@snoco.org
Type of Service Provided	Currently facilitating the SLS Steering Committee, coordinating with integration teams in in the Stillaguamish and Snohomish drainages, leading discussions related to the County Comp Plan update, and facilitating the SLS Communications Group leading outreach and community engagement strategies.

Client	
Project Name	Lower Nooksack System-wide Infrastructure Framework (SWIF)
Contact Name	Paula Cooper, Flood Manager
Address	Whatcom County Public Works 322 North Commercial, Suite #120 Bellingham, WA 98225
Phone	360-676-6876
Fax Number/ Email	pcooper@co.whatcom.wa.us
Type of Service Provided	Facilitated SWIF process designed to develop a levee system management plan and streamlined permitting process for the lower Nooksack River.

Client	
Project Name	Targeted Riparian Buffer Incentives Pilot Project
Contact Name	Richard Brocksmith, Director
Address	Skagit Watershed Council 815 Cleveland Avenue, Ste. 201 Mt. Vernon, WA 98273
Phone	360-419-9326
Fax Number/ Email	rbrocksmith@skagitwatershed.org
Type of Service Provided	Designed and facilitated a process to determine the effectiveness of current riparian buffer incentive programs in Washington.



COST PROPOSAL

Task	David	Natalie	Hours by Task
Hours	Facilitation	Public Engagement	
1A. Materials Review	2	2	4
1B. Kickoff Meeting (Remote)- 60 mins	2	2.5	4.5
1C. Report Review Meeting (Remote) - 60 mins	2	2	4
2A. Stakeholder Meeting (Remote) - 90 mins	3	3	6
2B. Landowner Meeting #1 (In-person) -90 mins	3	3	6
2C. Landowner Meeting #2 (In-person) - 90 mins	3	3	6
2D. Communication Materials	0	2	2
3A. Draft Report	6	3	9
3B. Final Report	2	2	4
Travel to Jeff Co.	10	10	20
Total Hours	33	32.5	65.5
Cost Rate	\$190	\$95	
Cost of Service	\$6,270	\$3,088	
Travel	\$400		
Supplies	\$200		
Total	\$9,958		

ASSUMPTIONS

Jefferson County staff will:

- Identify the meeting location and time for the in-person meetings in coordination with Peak staff.
- Provide any refreshments and printed materials for in-person meetings.
- Will notify landowners of the process underway and any public meetings scheduled through means appropriate to the County.
- Provide a presentation of the history of DD1 and any other helpful context (tax study, project expectations, ongoing maintenance, and administrative costs etc.)
- Actively participate in meetings when questions regarding the history or plans are in question.

Peak staff will:

- Assist with meeting planning and agenda development.
- Facilitate the meetings and provide notes and/or summaries of input shortly after each meeting.
- Prepare a single draft report and a final report containing input from the process including summaries of input on selected questions identified with County staff.



**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

CONSENT AGENDA REQUEST

TO: Board of Commissioners

FROM: Mark McCauley, County Administrator

DATE: May 8, 2023

RE: Professional Services Agreement: Peak Sustainability Group:
Facilitation Services

STATEMENT OF ISSUE: The Chimacum Drainage District, otherwise known as Drainage District #1, was formed in 1925. Since its formation interest in the district has ebbed and flowed. It has been inactive for many years, however recently there has been interest in reactivating the district.

ANALYSIS: Reactivating the district will require considerable effort. Discussions with members of the district community will need to occur, a budget and the associated assessment will need to be developed and put to a vote of the district's residents, and a governing body will need to be appointed.

To assist the residents of the district with this process the county proposes to contract with Peak Sustainability Group to facilitate community conversations. The intent is to gauge interest in the reactivation and if there is sufficient interest to chart the course forward.

FISCAL IMPACT: The cost is \$9,958 to be paid out of the General Fund – Non-departmental.

RECOMMENDATION: That the Board approve the attached proposed contract.

REVIEWED BY:

 5/2/23

Mark McCauley, County Administrator Date

CONTRACT REVIEW FORM

Clear Form

(INSTRUCTIONS ARE ON THE NEXT PAGE)

CONTRACT WITH: Peak Sustainability Group

Contract No: CDD2023

Contract For: Facilitation Services

Term: Until completion

COUNTY DEPARTMENT: County Administrator

Contact Person: Mark McCauley

Contact Phone: 360-385-9130

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

AMOUNT: Not to exceed \$9,958

Revenue: N/A

Expenditure: \$9,958

Matching Funds Required: N/A

Sources(s) of Matching Funds: N/A

Fund # 001

Munis Org/Obj 001-270

PROCESS:

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

APPROVAL STEPS:

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

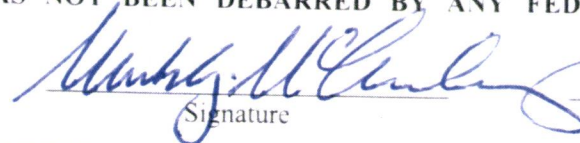
CERTIFIED: ☒ N/A: ☐


Signature

5/2/23
Date

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

CERTIFIED: ☒ N/A: ☐


Signature

5/2/23
Date

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

Electronically approved by Risk Management on 5/2/2023.

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

Electronically approved as to form by PAO on 5/3/2023.
County standard PSA language.

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

STEP 6: CONTRACTOR SIGNS

STEP 7: SUBMIT TO BOCC FOR APPROVAL