

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

CONSENT AGENDA REQUEST

TO: Board of County Commissioners

FROM: Mark McCauley, County Administrator

DATE: June 3, 2024

SUBJECT: Amendment No. 1: Professional Services Agreement with Chickadee Forestry, LLC

STATEMENT OF ISSUE:

The current five-year agreement with Chickadee Forestry, LLC for forestry related services needs language governing costs and revenues associated with forest thinning projects contemplated under the agreement.

ANALYSIS:

The attached Amendment No. 1 adds language covering costs and revenues related to forest thinning projects planned and completed under this agreement. The County will cover 100% of the costs of forest thinning projects and will collect 100% of the revenues. Costs associated with forest thinning projects are not subject to the agreement's \$100,000 not to exceed amount.

FISCAL IMPACT:

Unknown but forest thinning projects should be budget neutral or modestly profitable.

RECOMMENDATION:

That the Board approve the attached Amendment No. 1.

REVIEWED BY:


Mark McCauley, County Administrator

Date 5/31/24

CONTRACT REVIEW FORM

(INSTRUCTIONS ARE ON THE NEXT PAGE)

Clear Form

CONTRACT WITH: Chickadee Forestry, LLC - Amendment No. 1

Contract No: Chickadee 2024-1

Contract For: Forestry Related Services

Term: Through 2028

COUNTY DEPARTMENT: County Administrator

Contact Person: Mark McCauley

Contact Phone: 360-385-9130

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

AMOUNT: Undetermined

Revenue: N/A

Expenditure: Undetermined

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: Amendment

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 5/31/2024.

Yes, fabulous amendment form!

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

Electronically approved as to form by PAO on 5/30/2024.

Contract amendment. Outstanding form for amendment!

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

Amendment No. 1 to the Professional Services Agreement Between Chickadee Forestry, LLC and Jefferson County

This Amendment No. 1 to the Professional Services Agreement is made and entered into by and between Chickadee Forestry, LLC ("Consultant") and Jefferson County, a political subdivision under the laws of the State of Washington ("County"), (collectively "Parties") for forestry related professional services.

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

NOW, THEREFORE, the Parties agree as, follows:

1. Purpose. The purpose of this Amendment is to add language related to costs and revenues associated with tree harvests scheduled and conducted as part of this agreement.

2. Amendment.

Sub-paragraph 4.4 is added to the agreement as follows: The County will cover 100% of the cost of forest thinning projects undertaken pursuant to this agreement and will receive 100% of revenues generated by such thinning projects. These costs will be reimbursed when properly documented and are not limited by the \$100,000 "not to exceed" amount in Section 4. COMPENSATION of this agreement.

3. All other terms of the Professional Services Agreement between the Parties remain unchanged, except as modified in this Amendment.

(SIGNATURES FOLLOW ON NEXT PAGE)

FOR CHICKADEE FORESTRY:

Mallore Weinheimer, Principal

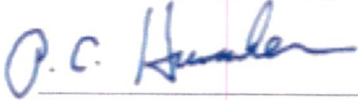
Date

FOR JEFFERSON COUNTY:

Kate Dean, Chair, Board of County Commissioners

Date

APPROVED AS TO FORM ONLY:



Philip C. Hunsucker,
Chief Civil Deputy Prosecuting Attorney

May 30, 2024

Date

✓ CA

CA

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for Professional Services (this Agreement) is entered into by Jefferson County, a political subdivision and municipal corporation of the State of Washington, having its principal offices at 1820 Jefferson Street; P.O. Box 1220; Port Townsend, WA 98368 ("County") and Chickadee Forestry; 2023 E. Sims Way, #147, Port Townsend, WA 98368 ("Contractor") to provide forestry related professional services.

1. EFFECTIVE DATE OF CONTRACT

This Agreement shall be effective when executed by both parties and will terminate on December 31, 2028.

2. SERVICES TO BE PROVIDED

- 2.1. In full and fair exchange of the consideration provided herein, Contractor agrees to provide County the following services and those in the attached Statement of Work at Exhibit A in collaboration with the Jefferson County Board of Commissioners and County Administrator. Contractor will also act as the County's forester and manage all forestry related activities for the benefit of the County, such as;
 - 2.1.1. Manage Jefferson County forest lands with an eye towards improving forest health and when feasible generating revenue from selected thinning/harvests;
 - 2.1.2. Provide leadership for facilitation of the development of local wood harvest and processing capacity and participate in funding and economic development opportunities such as the Federal Distressed Area Recompete Pilot Program (Recompete) program;
 - 2.1.3. Act as the County's agent when dealing with the Washington State Department of Natural Resources, the Washington State Department of Fish and Wildlife and any other state or federal agencies regarding issues affecting Jefferson County's forest lands;
 - 2.1.4. Be available on short notice to ensure the County is nimble regarding matters affecting Jefferson County's forested lands;
 - 2.1.5. Provide "special project" support or work products that involve substantial extra work, as jointly agreed and that have prior written authorization by the County, including the County setting an upper limit on cost.
- 2.2. The Contractor will establish a schedule of monthly meetings to maintain regular review of program progress on Jefferson County's Forestry work program and discussion of emerging opportunities.
- 2.3. The Contractor agrees to provide its own labor and materials.

- 2.4. The Contractor will perform the work specified in this Agreement according to standard industry practices and in conformity with state and federal law.
- 2.5. The Contractor will complete all work in a timely manner and in accordance with schedules as may be agreed to by the parties.

3. CONTRACT REPRESENTATIVES

The County and the Contractor will each have a contract representative. A party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

County

Mark McCauley
County Administrator
P.O. Box 1220
Port Townsend, WA 98368

Phone: (360) 385-9130
Email: mmccauley@co.jefferson.wa.us

Contractor

Malloree Weinheimer
Chickadee Forestry
2023 E. Sims Way, #47
Seattle, WA 98101

Phone: (360) 504-8911
Email: mal@chickadeeforestry.com

4. COMPENSATION

- 4.1. The compensation for routine services shall be \$72,000 per year, billed at a monthly retainer of \$6,000 per month.
- 4.2. For special projects performed with prior County authorization, Contractor may charge at an hourly rate of not more than \$180.00 per hour.

The total annual compensation for all services and costs under this Agreement, including both routine services and special projects shall not exceed \$100,000, except by prior written amendment to this Agreement, duly executed by both parties. The Contractor may submit an invoice to the County Administrator once a month for payment of work completed to date subject to the other provisions of the Contract. An invoice that requests compensation under

Paragraph 4.2 shall be accompanied by documentation of task or hours performed. The County generally will pay such an invoice within 30 days of receiving it.

- 4.3. If the Contractor fails to perform any substantial obligation and the failure has not been cured within 10 business days following notice from the County, the County may, in its sole discretion and upon written notice to the Contractor, withhold all monies due the Contractor, without penalty, until such failure to perform is cured.

5. AMENDMENTS

This Agreement may be amended only by mutual written agreement which has been duly executed by both parties.

6. INDEMNIFICATION

The Contractor 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 Contractor 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 Contractor and the County, its officers, officials, employees, agents and volunteers (and their marital communities) the Contractor's liability, including the duty and cost to defend, shall be only for the Contractor's negligence. It is further specifically understood that the indemnification provided constitutes the Contractor'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.

7. INSURANCE

- 7.1. Workers' Compensation. If required by Title 51, Revised Code of Washington, the Contractor will maintain workers' compensation insurance and will provide evidence of such coverage to the Jefferson County Risk Management Division.
- 7.2. Commercial General Liability. The Contractor will maintain commercial general liability for bodily injury, personal injury and property damage, subject to a limit of not less than \$1 million per occurrence. The general aggregate limit will apply separately to this Agreement and be no less than \$2 million. The Contractor will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of this Agreement. Specialized forms specific to the industry of the Contractor will be deemed equivalent provided coverage is no more restrictive than would be provided under a standard commercial general liability policy, including contractual liability coverage.

- 7.3. Automobile Liability. The Contractor will maintain automobile liability insurance or equivalent form with a limit of not less than \$500,000 each accident combined bodily injury and property damage. The aggregate limit will be at least \$1,000,000. If the Contractor will use non-owned vehicles in performance of this Agreement, the coverage will include owned, hired, and non-owned automobiles.
- 7.4. Professional Liability Insurance. The Contractor shall maintain professional liability insurance on a form acceptable to Jefferson County Risk Management in the amount of not less than \$1 million per occurrence and \$2 million in the aggregate.
- 7.4.1. If the professional liability insurance held by the Contractor to insure the Contractor regarding the work to be performed under this Agreement provides coverage on a claims-made basis, then each such professional liability insurance policy must have a Retroactive Date of, or prior to, the effective date of this Agreement. For each such claims-made policy accepted by the County, a supplemental extended reporting period (SERP) shall be purchased, at Contractor's sole expense, with an extended reporting period of not less than three (3) years in the event the insurance policy is cancelled, non-renewed, switched to an occurrence form, retroactive date advanced, or there is any other event triggering the right to purchase a SERP insurance policy during the term of this Agreement or thereafter.
- 7.4.2. The Contractor agrees Contractor's insurance obligation to provide professional liability coverage shall survive the completion or termination of this Agreement for a minimum period of three years.
- 7.5. Miscellaneous Insurance Provisions.
- 7.5.1. The Contractor's liability insurance provisions will be primary with respect to any insurance or self-insurance programs covering the County, its elected and appointed officers, officials, employees, and agents. Any third-party liability coverage provided to the County by its participation or membership in a joint self-insurance "Risk Pool" pursuant to Ch. 48.62 RCW shall be non-contributory.
- 7.5.2. The Contractor's commercial general liability insurance and automobile liability insurance will include the County, its officers, officials, employees, and agents as an additional insured. Contractor will supply complete copies of any endorsements listed on any record or certificate indicating the County is an additional insured.
- 7.5.3. When such coverage is required, the Contractor's commercial general liability insurance and automobile liability insurance will contain no specific limitations on the scope of protection afforded to the County as an additional insured.

- 7.5.4. Any failure to comply with reporting provisions of the policies will not affect coverage provided to the County, its officers, officials, employees, and agents.
- 7.5.5. The Contractor's insurance will apply separately to each insured against whom claim is made or suit is brought, subject to the limits of the insurer's liability.
- 7.5.6. It is agreed by the parties that insurers shall have no right of recovery or subrogation against the County (including its marital communities, employees and other agents and agencies), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for all losses covered by the above-described insurance. It is further agreed by the parties that insurance companies issuing the policy or policies shall have no recourse against the County (including its marital communities, employees and other agents and agencies) for payment of any premiums or for assessments under any form of policy. It is further agreed by the parties that all deductibles in the above described insurance policies shall be assumed by and be at the sole risk of the Contractor or its subcontractors.
- 7.5.7. The Contractor shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements scheduled to expire before completion of services shall be renewed before expiration. If the Contractor's liability coverage is written as a claims-made policy, then the Contractor must evidence the purchase of an extended reporting period or "tail" coverage for a three-year period after completion of the services.
- 7.5.8. Verification of Coverage and Acceptability of Insurers.
- 7.5.8.1 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-VII, 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 reinsurers licensed in the State of Washington.
- 7.5.8.2 The Contractor shall furnish the County with properly executed certificates of insurance and all signed related policy endorsements which shall clearly evidence all insurance required in this Section within 10 days after the effective date of this Agreement. Certificates of insurance shall show the certificate holder as Jefferson County and indicate "care of" the appropriate County's contract representative. The certificate(s) shall, at a minimum, list limits of liability and coverage. The certificate(s) shall provide that the underlying insurance contract may not be canceled, or allowed to expire, except on 30-days' prior written notice to the County. Any certificate or endorsement limiting or

negating the insurer's obligation to notify the County of cancellation or changes must be amended so as not to negate the intent of this provision.

7.5.8.3 The Contractor shall furnish the County with evidence that the additional insured provision required above has been met.

7.5.8.4 Failure to comply with the insurance provisions of this Agreement shall allow the County to suspend payments to the Contractor at the County's sole discretion.

7.5.8.5 If applicable, the Contractor shall request that the Washington State Department of Labor and Industries, Workers Compensation Representative, send written verification to Jefferson County that the Contractor is currently paying workers' compensation.

7.5.8.6 Written notice of cancellation or change shall be made to the County at the following address:

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

8. TERMINATION

- 8.1. The County may terminate this Agreement in whole or in part at its sole discretion. The County may terminate this Agreement upon giving the Contractor 10 business days' written notice. In that event, the County shall pay the Contractor for all authorized costs incurred by the Contractor in performing this Agreement up to the date of such notice, subject to the other provisions of this Agreement.
- 8.2. If funding for the underlying project or matter is withdrawn, reduced, or limited in any way after this Agreement is signed or becomes effective, the County may immediately terminate this Agreement notwithstanding any other termination provision in this Agreement. Termination under this provision shall be effective upon the date specified in the written notice of termination sent by County to the Contractor. No costs incurred after the effective date of the termination shall be paid.
- 8.3. If the Contractor breaches any of its obligations under this Agreement and fails to cure the breach within 10 business days of written notice to do so by the County, the County may terminate this Agreement. In that event, the County shall pay the Contractor only for the costs of services accepted by the County. 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 damages sustained by the County by reason of the Contractor's breach.

- 8.4. In the event this Agreement is terminated by the County prior to the end of the contract term, Contractor may submit a closing invoice at not more than \$180.00 per hour for documented excess hours spent on services provided under Section 2 during the preceding twelve months that exceed the calculated number of hours in that same period derived by dividing the total compensation paid under Paragraphs 4.1, and 4.2 during that twelve months by a rate of \$180.00 per hour, as illustrated by the formulas below.

Closing invoice \$180.00 x Excess Hours,

where

$$\text{Excess Hours} = [\text{Actual \# Hours worked under Section 2 in Prior 12 months}] \\ - [(\text{Total Paid under Paragraphs 4.1 and 4.2 in Prior 12 months}) / \$180.00 \text{ per hour}]$$

Upon verification of the closing invoice and its supporting documentation, County will pay the closing invoice within 45 days.

9. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

- 9.1. The Contractor shall perform under this Agreement using only its bona fide employees or agents, and the obligations and duties of the Contractor under this Agreement shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the County.
- 9.2. 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 Contractor, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

10. INDEPENDENT CONTRACTOR

- 10.1. The Contractor's services shall be furnished by the Contractor as an independent contractor and not as an agent, an employee, or a 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 Agreement. The Contractor shall perform the contracted work. Any designee shall have prior County approval to substitute for the contracted representative.
- 10.2. The Contractor acknowledges that the entire compensation for this Agreement is set forth in the compensation provisions of this Agreement and the Contractor is not entitled to any County benefits, including, but not limited to: retirement, vacation pay; holiday pay; sick leave pay; medical, dental, or other insurance benefits; fringe benefits; or any other rights or privileges afforded to Jefferson County employees.

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

11. NONDISCRIMINATION

The Contractor, its assignees, delegates or subcontractors shall not discriminate against any person in performance of any of its obligations under this Agreement on the basis of age, sex, marital status, sexual orientation, race, creed, color, national origin, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, unless based upon a bona fide occupational qualification.

12. OWNERSHIP AND PRESERVATION OF RECORDS

- 12.1. All reports, drawings, plans, specifications, all forms of electronic media, and data and documents produced in the performance of the work under this Agreement shall be owned by the County. Ownership includes the right to copyright, patent, and register, and the ability to transfer these rights.
- 12.2. It is important that the Consultant make its paper files and electronically stored information available to the County's lawyers and, if discovery requests are later issued to the County in litigation, available to the lawyers representing any other parties.
- 12.3. The Consultant shall retain both paper documents and electronically stored information relating to work performed under this Agreement, and that are in the Consultant's custody or control, for a period of at least six years after termination of this Agreement, or for documents and information related to a collective bargaining agreement that expires after the termination of this Agreement, retain the related documents and information for at least six years after the termination of the collective bargaining agreement.
- 12.4. The Consultant agrees to preserve paper records and electronically stored information relating to the work being performed under this Agreement, including but not limited to email, electronic calendars, financial spreadsheets, Word documents, and other electronically stored information created and/or stored on the Consultant's computer. The above list is not exhaustive and only is intended to give examples of the types of records the Consultant should retain.
- 12.5. The County may, at reasonable times, inspect the books and records of the Contractor relating to the performance of this Agreement.

13. DISPUTES

Differences, disputes and disagreements between the Contractor and the County arising under or out of this Agreement shall be brought to the attention of the County at the earliest possible time so that the matter 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 Administrator. All rulings, orders, instructions, and decisions of the County Administrator which are consistent with the purposes, terms and conditions of this Agreement shall be final and conclusive.

14. GENERAL TERMS AND CONDITIONS

14.1. Controlling Law. It is understood and agreed that this Agreement is entered into in the State of Washington. This Agreement shall be governed by and construed in accordance with the laws of the United States, the State of Washington, and the County of Jefferson, as if applied to transactions entered into and to be performed wholly within Jefferson County, Washington between Jefferson County residents. No party shall argue or assert that any state law other than Washington law applies to the governance or construction of this Agreement.

14.2. Litigation/Jurisdiction/Venue.

14.2.1. Should either party bring any legal action, each party in such action shall bear the cost of its own attorney's fees and court costs.

14.2.2. All such court action shall take place and be vested solely in the appropriate state court in Jefferson County, Washington, subject to the venue provisions for actions against counties in RCW 36.01.050.

14.3. No Waiver. The parties agree that the excuse or forgiveness of performance, or waiver of any provisions of this Agreement, does not constitute a waiver of such provision or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Agreement later.

14.4. Tax Payments. The Contractor shall pay all applicable federal, state, and local taxes, fees (including licensing fees) and other amounts including, but not limited to, the employer's portion of any taxes that arise from compensation owed or paid to employees, agents or representatives of the Contractor or are otherwise mandated by Title 26 U.S.C.

14.5. Personnel Removal. The Contractor agrees to remove immediately any of its subcontractors, employees, agents, or representatives from assignment to perform services under this Agreement upon receipt of a written request to do so from the County Administrator.

- 14.6. Compliance with Applicable Laws. The Contractor and its subcontractors, employees, agents, and representatives shall comply with all applicable federal, state, and local laws, rules, and regulations in their performance under this Agreement.
- 14.7. Successors and Assigns. The County, to the extent permitted by law, and the Contractor each bind themselves, and all their partners, successors, executors, administrators and assigns in respect to all the terms and conditions of this Agreement.
- 14.8. Severability. If a court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid, or unenforceable, 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 this Agreement did not contain the provision held to be invalid. If any provision of this Agreement conflicts with any statutory provision of the State of Washington, the provision shall be deemed inoperative to the extent of the conflict or modified to conform to statutory requirements.
- 14.9. Entire Agreement. The parties acknowledge that this Agreement is the complete expression of their agreement regarding the subject matter of this Agreement. Any oral or written representations or understandings not incorporated in this Agreement are specifically excluded.
- 14.10. Modification of this Agreement. This Agreement may be amended or supplemented only by a writing that is signed by duly authorized representatives of all the parties.
- 14.11. 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.
- 14.12. 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.
- 14.13. Facsimile and Electronic Signatures. The parties agree that facsimile and electronic signatures shall have the same force and effect as original signatures.
- 14.14. 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.
- 14.15. Notices. Any notices will 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 the contract representative's provision of this Agreement. Notice may also be given by facsimile with the original to follow by regular mail. Notice will be deemed to be given three days following the date of mailing, or immediately if personally served. For service by facsimile, service will be effective at the beginning of the next working day.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this 5
day of February, 2024.

(SIGNATURES FOLLOW ON NEXT PAGE)

JEFFERSON COUNTY
BOARD OF COMMISSIONERS

CHICKADEE FORESTRY


Kate Dean, Chair

Date: 2-6-24


Mallore Weinheimer

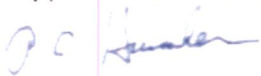
2/20/24
Date

Attest:

Carolyn Gallaway, CMC
Clerk of the Board

2-5-24
Date

Approved as to Form:



January 25, 2024

Philip C. Hunsucker
Chief Civil Deputy Prosecuting Attorney

Date

Jefferson County Scope of Work - 2024-2028

Beginning 2024

The Jefferson County Sustainable Forestry Program has progressed to becoming a statewide example of how a county can take a proactive approach towards sustainable and regenerative forest management on county lands, as well as building cooperative partnerships with state and local partners. This scope of work is to continue and expand on the work that has been done in the last five years.

The next steps of developing this program will be focusing on continuing to formalize a forestry program that will be replicable and standardize practices for this work in the county, and to continue forest management and forest land acquisition efforts. The administrative side of this program also needs to focus on community education and outreach, partnership development that helps to stimulate the economics of local timber processing and importantly the restoration of properties needing stewardship to return them to an appropriate ecological standard.

Our mission for the next five years is to continue to build on the work that has been completed to create a resilient, ecologically sound, and financially supportive program for our county for both the present and the future.

Below are the specific objectives that will help the county achieve its mission.

County Owned Lands Forest Management Priorities

Continuing to work with local contractors to complete smaller forestry projects targeted towards restoration, fire risk reduction, and generating some revenue to support small local sawmills and offset costs of forest health improvement.

Quimper Corridor – Newly acquired lands in the Quimper Corridor will be assessed for forest management needs in collaboration with Jefferson Land Trust and the City of Port Townsend

Pre-commercial Thinning – Gibbs Lake/Beausite and Cape George properties will need to be thinned for fire risk reduction. Continue to work with local fire departments to align efforts.

Selective Thinning – Roughly 100 acres of county owned land will be targeted in small projects for selective thinning to reduce stocking, improve habitat, and produce small amounts of local timber. These projects will vary in size and scope and a complete work plan for these will be completed in the first quarter of 2024.

Slash and Pulp Products – Working with local contractors and the Port Townsend Paper Mill to reduce fuels and slash in the forest and contribute low value wood to local farms and the paper mill.

County Parcel #	Name	Acres	Management Type
901111009	Port Hadlock facilities	20 acres	Selective thinning
101333002	Quimper Corridor/DNR transfer	27 acres	Selective thinning

901273001	Beausite Lake	90 acres*	Pre-commercial thinning
001172002	Cape George	80 acres*	Pre-commercial thinning
001083012	Cape George	20 acres	Selective thinning
701072001	Quilcene	70 acres	Selective thinning

DNR Lands Acquisition

Continuing to work with DNR on strategies to transfer forested lands back to Jefferson County. Options include reconveyance, Trust Land Transfer, community forest, and other applicable partnership opportunities for lands targeted for transfer to continue to build a viable forestry program. The following is a list of the properties that we as the county have worked with DNR on and have expressed the desire to transition into county ownership. Note that these properties are all north of Highway 104. Properties south of Highway 104 and on the west end of the county will remain in DNR ownership.

Parcel#	Name	Trust
6349	Anderson Lake	Common School and Indemnity
6247	Beaver Valley	Common School and Indemnity
6519	Cape George	Common School and Indemnity
6354	West Jacob Miller	Common School and Indemnity
6253	Teal Lake East	State Forest Transfer
6254	Teal Lake West	State Forest Transfer
6261	Termination Point	University – Original

Community Involvement

- Presentations on forest health, raise community awareness
- Communication about forest mgmt to partners, ensure that efforts are aligned when possible
- Website development and messaging
- Partnerships (see more detail below)
- Chickadee Forestry advisory committee monthly meetings

Partnerships and Strategic Development

- Grant writing for increased funding for forestry program
- Engagement with local and state partners to align efforts
- Research opportunities relevant to mission of forestry program
- Support county employees with forestry needs
- Review DNR FPAs within county
- Supporting education and development of resources for small forest landowners in county
- Pilot projects with partners
 - o Quimper Corridor
 - o Wildfire Protection Planning Committee
 - o Local land conservation partnerships
 - o City of Port Townsend
 - o DNR partnerships

Forest Management

- Forest health improvement on county owned lands
- Forest management planning updates and expansion for new acquisitions
- Ecological monitoring of harvested areas
- Restoration projects
- Partnership project, ex fire risk reduction with fire department
- Selective timber harvesting
- Pre-commercial thinning
- Local timber sales

Budget

This work will be ongoing in development with the county with a small team of contractors to assist with special tasks including outreach and communication development. Cost of the project will be charged on a monthly basis at \$6000 per month.

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

CONSENT AGENDA REQUEST

TO: Board of County Commissioners

FROM: Mark McCauley, County Administrator

DATE: February 5, 2024

SUBJECT: Request for approval: Agreement for Professional Services: Jefferson County and Chickadee Forestry for Forestry Related Professional Services

STATEMENT OF ISSUE: In early 2019 the Board of Commissioners approved a contract with Chickadee Forestry to conduct a sustainable forestry feasibility study. Malloree Weinheimer, principal and owner of Chickadee Forestry presented her findings to the Board later that year. Based on the result of the feasibility study the Board approved a contract with Chickadee Forestry to create a sustainable forestry program for Jefferson County.

Since then, Ms. Weinheimer has established Jefferson County as a model for responsible and sustainable management of government owned forest lands. She developed forest management plans and policies. Under her stewardship the county completed selective harvests for forest health improvement at Gibbs Lake, Chimacum Park and Trailhead Park. During the same period, she oversaw volunteers who planted over 500 trees.

She has served as a key member of the county's team developing its Community Wildfire Protection Plan. She is working to develop the local wood-based economy including small forest management, developing local milling capability and keeping local wood local.

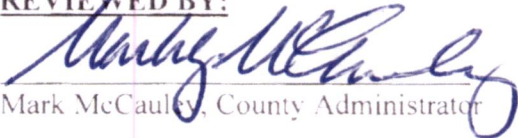
She helped guide the county's efforts to return county land managed by the Department of Natural Resources to county ownership and management.

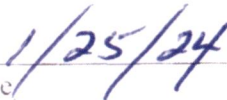
ANALYSIS: The county wishes to continue its forestry program which will continue to grow as the county takes ownership of more forested land through various DNR programs such as Trust Land Transfers and reconveyances. These lands will need the sustainable forest management that Ms. Weinheimer can provide.

FISCAL IMPACT: This agreement will cost \$72,000 per year to be paid out of the General Fund – Non-departmental.

RECOMMENDATION: That the Board of County Commissioners approve the attached Professional Services Agreement with Chickadee Forestry.

REVIEWED BY:


Mark McCauley, County Administrator


Date

CONTRACT REVIEW FORM

Clear Form

(INSTRUCTIONS ARE ON THE NEXT PAGE)

CONTRACT WITH: Chickadee Forestry, LLC

Contract No: Chickadee 2024-28

Contract For: Forestry Related Professional Services

Term: Through December 31, 2028

COUNTY DEPARTMENT: County Administrator

Contact Person: Mark McCauley

Contact Phone: 360-385-9130

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

AMOUNT: \$72,000

Revenue: N/A

Expenditure: \$72,000

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: ☐

Mark McCauley
Signature

1/23/24
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: ☐

Mark McCauley
Signature

1/23/24
Date

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

Electronically approved by Risk Management on 1/24/2024.

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

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