

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

CONSENT AGENDA REQUEST

TO: Board of County Commissioners

FROM: Mark McCauley, County Administrator

DATE: September 6, 2022

SUBJECT: Request Board of County Commissioners approval of Amendment No. 3 to the Professional Services Agreement Between Chickadee Forestry, LLC and Jefferson County for Developing and Managing Jefferson County's Sustainable Forestry Program

STATEMENT OF ISSUE:

On February 3, 2020 the BOCC approved a professional services contract with Chickadee Forestry to develop and manage the County's sustainable forestry program. The agreement had an initial term ending on December 31, 2020. The original agreement provided for two one-year extensions at additional cost. This request is to amend the agreement to add an additional one-year extension (through December 31, 2023), add an additional amount to the agreement's not to exceed cost and to modify the statement of work.

ANALYSIS:

The project has increased in scope as state and private forestlands have now been included due to an emerging partnership with the Washington State Department of Natural Resources. State and private forest lands in the county will now be evaluated for potential transfer to the county for stewardship. Forest stands in the county will also need to be evaluated for management options. There is also an increase in public outreach needed due to the increased scope of work.

FISCAL IMPACT:

The additional cost of the amendment of \$32,000 bringing the total four-year cost to \$135,000, much of which has been offset by program revenue. A supplemental appropriation will be submitted for Board approval in the 3rd quarter of 2022 for the increase in the contract amount.

RECOMMENDATION:

That the Board of County Commissioners approve the attached Amendment No.3 to the Professional Services Agreement with Chickadee Forestry, LLC.

REVIEWED BY:

 9/1/22
Mark McCauley, County Administrator Date

Amendment No. 3 to the Professional Services Agreement Between Chickadee Forestry, LLC and Jefferson County for Developing and Managing Jefferson County's Sustainable Forestry Program

This Amendment No. 3 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 developing and managing Jefferson County's Sustainable Forestry Program.

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 revise the time for performance, the not to exceed contract dollar amount and the scope of work as provided for in the original Professional Services Agreement, as amended. All other terms of the Professional Services Agreement between the Parties remain unchanged, except as modified in this Amendment.

2. **Amendment.**

The third sentence of Paragraph 3 is amended to read: "Consultant shall perform all services and provide all work product required pursuant to the attached Statement of Work no later than December 31, 2023."

Paragraph 4.a. is amended to read "Payment to Consultant during the initial and one-year extended terms shall not exceed \$135,000 without express written modification of this Agreement signed by the County."

A revised Statement of Work, which replaces all previous statements of work, is attached.

(SIGNATURES FOLLOW ON NEXT PAGE)

FOR CHICKADEE FORESTRY:

Mallore Weinheimer, Principal

Date

FOR JEFFERSON COUNTY:

Heidi Eisenhour, Chair, Board of County Commissioners

Date

APPROVED AS TO FORM ONLY:

Barbara Dyles Ehrlichman
Philip C. Hunsucker,
Chief Civil Deputy Prosecuting Attorney

August 31, 2022 for
Date

Jefferson County Scope of Work 2022-2023

Forest Lands Analysis

The goal of the forest lands analysis is to look at both county and state forest lands across Jefferson County in order to form a better understanding of both short term and long term management needs and opportunities across the county. Forest management recommendations will focus on multiple objectives including improved forest health, climate change adaptation, fire mitigation, conservation, ecosystem services including carbon sequestration, recreation, and economic value.

We will use the framework to also look at broader trends in the county and identify potential risks and opportunities, for example, if there are commercial lands that are adjacent to public lands that may have high conservation value and be a potentially beneficial future acquisition.

Economic review of management needs includes selective harvesting, carbon markets, community recreation opportunities, and ways to bring in more green jobs and revenue to the county that aligns with forest health and conservation objectives.

The result of this analysis will include a map and list of properties with management objectives for county owned properties. If there are state lands identified as ideal fits for TLT or reconveyance there will be management plans laid out as well. Key lands and management needs will be outlined in detail for the next 5-10 years, and broader management goals will be outlined countywide. Cost and management analysis details will be provided to help create context for staff to make informed decisions about forest management.

Chickadee Forestry has a team of technical advisors and contractors (see attached list) that have worked on this project for the past 4 years and bring a combination of expertise in land management and forestry and all have a connection to Jefferson county. They bring over 100 years of combined experience and care deeply about the future of the forests and our community.

Summary of Work:

- Review of forestlands that will include County lands and DNR lands and look at broader trends across landscapes in the county. The review will focus on categorizing lands for ecological and community characteristics and values:
 - Ecological characteristics may include forest type, succession stage, plant associations, habitat value, unique ecological characteristics, conservation value, and forest health issues.
 - Community characteristics may include recreation value (proximity to other recreational lands), carbon storage, wildfire risk, access/use issues.
- Management review of lands will then look at the ecological and community characteristics of both county and relevant state lands to assess management needs in terms of forest health improvement, fire risk reduction, climate change adaptation, carbon storage, conservation, and selective harvesting.
 - Management recommendations will be assigned to both county and state lands depending on the needs. All management recommendations will be based on forest health conditions, climate change adaptation, fire risk reduction, carbon storage, forest health improvement, and conservation focused.

- Properties will be assigned management objectives for best use based on the analysis and may include multiple management priorities on each property. Management options will include carbon storage, conservation, recreational use, reconveyance, TLT, risk mitigation, and selective harvesting.
 - Where selective harvesting is recommended there will be volumes, harvest timing/intervals, and harvest strategies/targets included.
- State lands management plans will be reviewed and potential alternative management strategies will be outlined for comparison.
- Financial review of cost/benefit of managing lands and comparison of DNR vs county management on DNR properties – identification of which lands are key ecologically, in context with connection to other public lands, forest health value, management value (harvest, carbon, risk mitigation, etc.)
- Seek collaboration and communication across stakeholders and local partnerships. This program is small and interdependent with county government, state government, and local county organizations. Efforts will be made to align strategies and collaborate whenever possible as objectives align, and to communicate regularly with stakeholders and organizational partners throughout this process.

Deliverables:

Product will be a comprehensive map and list of management recommendations for the Jefferson County Forest Stewardship Program and recommendations for relevant key state and private lands. Financial analysis and forest modeling projections for different scenarios on key properties will be included. This work will be completed by end of January of 2023.

Process:

- Work will be reported monthly by Chickadee Forestry's principal, Malloree Weinheimer. Mark McCauley and Heidi Eisenhower will be the main points of contact for this contract and Weinheimer will maintain regular communication to report progress and address questions. Invoicing for work will occur monthly.
- A public workshop to present initial work to the BoCC and public is recommended for the week of November 14. Weinheimer will also work with the County to develop a county webpage with information on this program for public information access. Beginning in 2023, quarterly or semi-annual public meetings or workshops with the BoCC are recommended to engage the public and gather input for the continued Forest Stewardship Program development process.
- Jefferson County staff is encouraged to develop an independent forestry stakeholder group to review forestry work as well for further input and representation.

Forest Management and Restoration

Chickadee Forestry's principal, Weinheimer, will continue to serve as forester and advisor in a broader capacity for the county as needs arise and will communicate expected work monthly prior to beginning. Smaller forestry and tree removal projects have been in process and Chickadee Forestry will continue to advise and help manage these projects on an as needed basis to help provide forestry expertise and assist with harvests and wood utilization.

As the scope of work for forest management needs develops through the forest lands analysis, a new scope of work for management will be developed with the BoCC in 2023 for the years 2024-2028.

Budget

	Total Budget
Forest Lands Analysis	
Forest Lands Analysis	\$24k
Forest Management Planning	\$18k
Financial Analysis and DNR Lands Review	\$18k
Forest Management and Restoration	
Forest Management Implementation	\$25k
Total	\$85k

Budget Notes:

- Forestry consultant: \$880/daily rate, \$110/hr
- County estimated to recoup \$5-10k net from small sales. \$10k in grants already applied for.
- Invoiced monthly based on work completed.
- Budget and contract will be renegotiated in June 2023.

Technical Advisory Team

Arno Bergstrom, Forester, Kitsap County Forest Stewardship

Created Kitsap County's forest stewardship program and has run it for 5 years successfully

Dr. Catharine Copass, Ecologist, Olympic National Park Service

Specializing in plant community classification and mapping, landscape change detection and vegetation change on the Olympic Peninsula.

Mike Cronin, retired Forester, DNR and Cronin Forestry

Experienced forester in Jefferson County, informed the feasibility study and provides continued expertise on forest management

Brett Black, East Jefferson Fire Chief

Fire chief for East Jefferson County, wildfire management and risk mitigation experience from California

Ross Goodwin, Washington Dept of Revenue, Forestry

Former DNR forest practices forest and ensures compliance Forest Practices Rules in the region, 10+ years with DNR

Ian Hanna, Consultant, Altruist Partners, formerly Forest Stewardship Council

International experience in sustainable forestry and community economic development, based in Jefferson County

Al Latham, Jefferson County Conservation District Supervisor

Served as manager/technician at the Jefferson Co. Conservation District for 20 years and currently serves on the Conservation District Board of Supervisors, based in Jefferson County

Tami Pokorny, Natural Resources Coordinator, Jefferson County Environmental Health

Manages natural resources and the Conservation Futures program for Jefferson County

Denise Pranger, retired Director, Northwest Natural Resources Group

Specializing in forest certification and forest carbon sequestration, based in Jefferson County

Matt Tyler, Director, Jefferson County Parks and Recreation

Manages parks and recreation programs, staff, and development for Jefferson County

orig: Chickadee forestry } 4.25.22
CC: fwd.



CHICKADEE
FORESTRY

Jefferson County Forestry Program

Summary of Work to Date

Chickadee Forestry Costs

2019 \$ 14,700.00
2020 \$ 25,987.28
2021 \$ 15,680.00
Total \$ 56,367.28

Revenue to County

Paid to date: \$67,782.52
Held in Trust: \$20,000.00
Total: \$87,782.52

Harvest Revenue Summary

Site	Acres Harvested	MBF	JC Total Revenue	JC Revenue/Acre
Chimacum Park	38	376	\$ 86,026.49	\$ 2,263.86
Beausite	100	377	\$ 28,374.05	\$ 283.74
CG Gravel	14	5.8	\$ 13,933.81	\$ 995.27
Trailhead	36	144	\$ (42,557.80)	\$ (1,182.13)
Totals	188	902.80	\$ 85,776.55	\$ 611.01

Non-Revenue Work

- Multiple partnerships formed
- Community awareness, multiple news articles/press
- Jobs created, job training, money reinvested in community
- Restoration planting, weed mgmt, clean up
- Woodshed development
- Low value wood repurpose, continuing community wood sales
- Woodlot lease?
- Portland Airport
- ILFI Presentation

Chickadee forestry, Amend No. 2

Amendment No. 2 to the Professional Services Agreement Between Chickadee Forestry, LLC and Jefferson County for Developing and Managing Jefferson County's Sustainable Forestry Program

This Amendment No. 2 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 developing and managing Jefferson County's Sustainable Forestry Program.

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 revise the time for performance and the not to exceed contract dollar amount as provided for in the original Professional Services Agreement. All other terms of the Professional Services Agreement between the Parties remain unchanged, except as modified in this Amendment.

2. **Amendment.**

The third sentence of Paragraph 3 is amended to read: "Consultant shall perform all services and provide all work product required pursuant to the attached Statement of Work no later than December 31, 2022."

Paragraph 4.a. is amended to read "Payment to Consultant during the initial and one-year extended terms shall not exceed \$103,000 without express written modification of this Agreement signed by the County."

(SIGNATURES FOLLOW ON NEXT PAGE)

FOR CHICKADEE FORESTRY:

Mallorie Weinheimer
Mallorie Weinheimer, Principal

May 2, 2022
Date

FOR JEFFERSON COUNTY:

Heidi Eisenhour
Heidi Eisenhour, Chair, Board of County Commissioners

4/25/22
Date

APPROVED AS TO FORM ONLY:

P.C. Hunsucker
Philip C. Hunsucker,
Chief Civil Deputy Prosecuting Attorney

April 20, 2022
Date

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

CONSENT AGENDA REQUEST

TO: Board of County Commissioners

FROM: Mark McCauley, County Administrator

DATE: April 25, 2022

SUBJECT: Request Board of County Commissioners approval of Amendment No.2 to the Professional Services Agreement Between Chickadee Forestry, LLC and Jefferson County for Developing and Managing Jefferson County's Sustainable Forestry Program

STATEMENT OF ISSUE:

On February 3, 2020 the BOCC approved a professional services contract with Chickadee Forestry to develop and manage the County's sustainable forestry program. The agreement had an initial term ending on December 31, 2020. The original agreement provided for two one-year extensions at additional cost. The first one-year extension was approved by the Board on December 21, 2020. This request is to amend the agreement to add the second one-year extension and to add an additional amount to the agreement's not to exceed cost.

ANALYSIS:

Mallorie Weinheimer, Chickadee Forestry's principal, has developed a sustainable forestry plan with input from the Forestry Advisory Committee she created with a variety of experienced forestry professionals and the Jefferson County Parks Advisory Board. The program is achieving the objectives established by the county, which are:

- Restore and maintain forest health
- Protect and enhance soil and water quality and fish and wildlife habitat
- Protect and enhance the recreational and aesthetic value of county forest lands
- Provide safe, reasonable and appropriate access to county forested lands
- Provide sustainable natural resources to the local community
- Provide a modest revenue stream that can cover the cost of the program and other County priorities
- Reduce fire hazard risk associated with harvesting activities

This agreement amendment will allow the program to continue providing the desired benefits. The amendment includes a requirement to mitigate wildfire risks created by tree harvesting activities.

This phase of the project includes a specific statement of work which is included in the amendment.

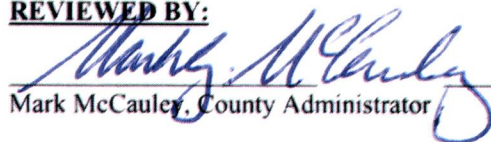
FISCAL IMPACT:

The additional cost of the amendment of \$53,000 and the previously amended cost of \$50,000 will be just about offset by program revenues. A supplemental appropriation will be submitted for Board approval in the 2nd quarter of 2022 for the increase in the contract amount. A summary of program revenues and expenses to date is attached.

RECOMMENDATION:

That the Board of County Commissioners approve the attached Amendment No.2 to the Professional Services Agreement with Chickadee Forestry, LLC.

REVIEWED BY:

 4/21/22
Mark McCauley, County Administrator Date

Jefferson County Scope of Work 2022

Forest Lands Analysis - Budget: \$21k

Deliverables:

- Analysis of properties to focus on for near term, long term conservation, restoration, and management cost analysis, and includes prioritization of high value ecological/at risk sites.
- DNR management cost/benefit analysis of county lands management.

Forest Management Planning - Budget: \$9k

Deliverables:

- County-wide near term (5-10 year) management timeline and cost projection, and longer range (10+ year) aims/targets.
- Coordination/funding. Aligning efforts with county agencies/collaborators. Wildfire protection plan funding, acquisition and planning. RCO grants, others. Website and outreach for communication.

Ecological Forest Management, Monitoring, Restoration, Fire Hazard Mitigation - Budget: \$23k

Deliverables:

- Harvests of hazard trees and selective harvests including sales, prep, and harvest management.
 - Public works hazard tree harvests, continued wood sales, <10-acre ecological thinning
 - Designing and implementing fire hazard mitigation strategies
- Establishing eight (8) long term monitoring plots in harvested areas and control areas.
- Noxious weed removal and planting at landing areas.
- Costs: plants and crew time.

	Total Budget
Forest Lands Analysis	
Land mgmt analysis, costs, opportunities	\$16k
DNR lands mgmt cost/benefit analysis	\$5k
Forest Mgmt Planning	
Countywide Mgmt Timeline	\$4k
Coordination/Grants	\$5k
Ecological Forest Mgmt, Monitoring, Restoration, Fire Hazard Mitigation	
Harvest mgmt., fire hazard mitigation & local wood sales	\$9k
Monitoring program	\$8k
Crew: Planting, noxious weeds, monitoring	\$4k
Plants/materials costs	\$2k
Total	\$53k

Costs, Assumptions:

- Forestry consultant: \$880/daily rate, \$110/hr
- Crew: \$200/daily rate, \$25/hr, Crew lead: \$280/daily rate, \$35/hr
- Equipment included, driving time and mileage prorated.
- County estimated to recoup \$5-10k net from small sales. \$10k in grants already applied for.

CONTRACT REVIEW FORM
(INSTRUCTIONS ARE ON THE NEXT PAGE)

Clear Form

CONTRACT WITH: Amendment No. 2, Chickadee Forestry, LLC

Contract No: Chickadee Am. No. 2

Contract For: Sustainable Forestry Program

Term: Through December 31, 2022

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

AMOUNT: \$53,000

Revenue: N/A

Expenditure: \$53,000

Matching Funds Required: N/A

Sources(s) of Matching Funds: N/A

Fund #: 001

Munis Org/Obj: ND51890/410000

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 2.55.080 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 4/20/2022.

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

Electronically approved as to form by PAO on 4/20/2022.
Contract 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

orig Chickadee 12-21-20
CL AUD CS

Amendment No. 1 to the Professional Services Agreement Between Chickadee Forestry, LLC and Jefferson County for Developing and Managing Jefferson County's Sustainable Forestry Program

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 developing and managing Jefferson County's Sustainable Forestry Program.

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 revise the time for performance and the not to exceed contract dollar amount as provided for in the original Professional Services Agreement. All other terms of the Professional Services Agreement between the Parties remain unchanged, except as modified in this Amendment.

2. **Amendment.**

The third sentence of Paragraph 3 is amended to read: "Consultant shall perform all services and provide all work product required pursuant to this Agreement no later than December 31, 2021."

Paragraph 4.a. is amended to read "Payment to Consultant during the initial and one-year extended terms shall not exceed \$50,000 without express written modification of this Agreement signed by the County."

(SIGNATURES FOLLOW ON NEXT PAGE)

Chickadee Forestry, LLC

Mallory Weir
Name and title

1/28/21
Date

FOR JEFFERSON COUNTY:

Greg Brotherton
Greg Brotherton, Chair, Board of County Commissioners

12/21/2020
Date

APPROVED AS TO FORM ONLY:

P. C. Hunsucker
Philip C. Hunsucker,
Chief Civil Deputy Prosecuting Attorney

12/18/2020
Date

orig: CS 1-22-19

Revised: 2025.

**PROFESSIONAL SERVICES AGREEMENT FOR
JEFFERSON COUNTY FORESTRY FEASIBILITY STUDY**

This Professional Services Agreement ("this Agreement") is entered into between the County of Jefferson, a municipal corporation ("the County"), and Chickadee Forestry ("the Consultant"), in consideration of the mutual benefits, terms, and conditions specified below.

1. Project Designation. The Consultant is retained by the County to assess Jefferson County forest resources and determine whether the County could establish and maintain a revenue producing, profitable and sustainable forestry program.
2. Scope of Services. Consultant agrees to perform the services and provide the deliverables identified on Exhibit "A" attached hereto, including the provision of all labor. Deliverables will be peer reviewed by Mr. Mike Cronin prior to delivering to Jefferson County.
3. Time for Performance. Work under this Agreement shall commence upon the giving of written notice by the County to the Consultant to proceed. The Consultant receipt of an executed contract shall constitute said notice. Consultant shall perform all services and provide all work product required pursuant to this Agreement no later than June 30, 2019. Time is of the essence in the performance of this Agreement.
4. Payment. The Consultant shall be paid by the County for completed work and for services rendered under this Agreement as follows:
 - a. Payment to Consultant shall not exceed \$15,600 without express written modification of this Agreement signed by the County.
 - b. The Consultant may submit invoices to the County once per month during the progress of the work for partial payment for project completed to date. Such vouchers will be checked by the County, and upon approval thereof, payment will be made to the Consultant in the amount approved. Payment of Consultant invoices shall be within 30 days of receipt by the County for any services not in dispute based on the terms of this Agreement.
 - c. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the County after the completion of the work under this Agreement and its acceptance by the County.

- d. Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.
 - 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 three (3) years after final payments. Copies shall be made available upon request.
5. Ownership and Use of Documents. All 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.
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. Indemnification. Consultant shall indemnify, defend, and hold harmless the County, its officers, agents and employees, from and against any and all claims, losses or liability, or any portion thereof, including attorney's fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to Consultant's own employees, or damage to property occasioned by a negligent act, omission or failure of the Consultant. The Contractor specifically assumes potential liability for actions brought against the County by Contractor's employees, including all other persons engaged in the performance of any work or service required of the Contractor under this Agreement and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the state industrial insurance law, Title 51 R.C.W. The Contractor recognizes that this waiver was specifically entered into pursuant to provisions of R.C.W. 4.24.115 and was subject of mutual negotiation.
8. Insurance. Prior to commencing work, the Contractor shall obtain at its own cost and expense the following insurance coverage specified below and shall keep such coverage in force during the terms of the Agreement.

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 his Agreement. This insurance shall indicate on the certificate of insurance the following coverage: (a) Owned automobiles; (b) Hired automobiles; and, (3) Non-owned automobiles.

Commercial General Liability Insurance in an amount not less than a single limit of \$500,000 per occurrence and an aggregate of not less than two (2) times the occurrence amount (\$1,000,000.00 minimum) for bodily injury, including death and property damage, unless a greater amount is specified in the contract specifications.

The commercial general liability insurance coverage shall contain no limitations on the scope of the protection provided and include the following minimum coverage:

- a. Broad Form Property Damage, with no employee exclusion;
- b. Personal Injury Liability, including extended bodily injury;
- c. Broad Form Contractual/Commercial Liability – including coverage for products and completed operations;
- d. Premises – Operations Liability (M&C);
- e. Independent Contractors and subcontractors;
- f. Blanket Contractual Liability.

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, and shall include a provision prohibiting cancellation of said policy except upon thirty (30) days prior written notice to the County.

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.

The Contractor 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 its elected officials, officers, and employees with the address of Jefferson County Risk Management, P.O. Box 1220, Port Townsend, WA 98368, and, (d) A statement that the insurance policy shall not be canceled or allowed to expire except on thirty (30) days prior written notice to the County. If the proof of insurance or certificate indicating the County is an “additional insured” to a policy obtained by the 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.

Failure of the Contractor to take out or maintain any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations concerning indemnification of the County.

The Contractor'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 all the parties and shall be primary coverage for all losses covered by the above described insurance.

Insurance companies issuing the Contractor's insurance policy or policies shall have no recourse against the County (including its employees and other agents and agencies) for payment of any premiums or for assessments under any form of insurance policy.

All deductibles in the Contractor's insurance policies shall be assumed by and be at the sole risk of the Contractor.

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.

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 Contractor until the Contractor shall furnish additional security covering such judgment as may be determined by the County.

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 insurance policy the Contractor shall provide to comply with this Agreement.

The County may, upon the Contractor's failure to comply with all provisions of this Agreement relating to insurance, withhold payment or compensation that would otherwise be due to the Contractor.

The Contractor shall provide a copy of all insurance policies specified in this Agreement.

Written notice of cancellation or change in the Contractor's insurance required by this Agreement shall reference the project name and agreement number and shall be mailed to the County at the following address: Jefferson County Risk Management, P.O. Box 1220, Port Townsend, WA 98368.

The Contractor's liability insurance provisions shall be primary and noncontributory with respect to any insurance or self-insurance programs covering the County, its elected and appointed officers, officials, employees, and agents.

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.

The Contractor'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.

The Contractor shall include all subcontractors as insured under its insurance policies or shall furnish separate certificates and endorsements for each subcontractor. All insurance coverage for subcontractors shall be subject to all the requirements stated in this Agreement.

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.

The Contractor shall maintain all required insurance policies in force from the time services commence until services are completed. Certificates, insurance policies, and endorsements expiring before completion of services shall be promptly replaced. All the insurance policies required by this Agreement shall provide that thirty (30) days prior to cancellation, suspension, reduction or material change in the policy, notice of same shall be given to the County Risk Manager by registered mail, return receipt requested.

The Contractor shall place insurance with insurers licensed to do business in the State of Washington and having A.M. Best Company ratings of no less than A-, with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington.

The County reserves the right to request additional insurance on an individual basis for extra hazardous contracts and specific service agreements.

9. Worker's Compensation (Industrial Insurance).

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 Contractor shall maintain workers' compensation insurance at its own expense, as required by Title 51 RCW, for the term of this Agreement and shall provide evidence of coverage to Jefferson County Risk Management, upon request.

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.

This coverage shall extend to any subcontractor that does not have their own worker's compensation and employer's liability insurance.

The Contractor expressly waives by mutual negotiation all immunity and limitations on liability, with respect to the County, under any industrial insurance act, disability benefit

act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

If the County incurs any costs to enforce the provisions of this subsection, all cost and fees shall be recoverable from the Contractor.

10. Independent Contractor. The Consultant and the County agree that the Consultant is an independent contractor with respect to the services provided pursuant to this Agreement. The Contractor specifically has the right to direct and control Contractor's own activities, and the activities of its subcontractors, employees, agents, and representatives, in providing the agreed services in accordance with the specifications set out in this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties. Neither 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 Jefferson County employees. The County shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Consultant, or any employee of Consultant.

11. Subcontracting Requirements. The Contractor 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 Contractor assumes responsibility for and all liability for the actions and quality of services performed by any subcontractor.

Every subcontractor must agree in writing to follow every term of this Agreement. The Contractor 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 Engineer or their designee must approve any proposed subcontractors in writing.

Any dispute arising between the Contractor 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 Contractor's performance required by this Agreement.

12. 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 Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

13. 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, sex, or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.
14. 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.
15. 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.
16. Termination.
 - a. The County reserves the right to terminate this Agreement at any time by giving ten (10) days written notice to the Consultant.
 - b. 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.
17. 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 County shall be sent to the following address:

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

Notices to Consultant shall be sent to the following address:
Chickadee Forestry
2023 E. Sims Way, #147
Port Townsend, WA 98368
18. 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.

19. Modification of this Agreement. This Agreement may be amended only by written instrument signed by both County and Consultant.
20. 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 Director of Public Works or County Engineer, whose decision in the matter shall be final, but shall be subject to judicial review. If either party deem 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 Superior Court 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 Contractor shall not sell, assign, or transfer any of rights obtained by this Agreement without the express written consent of the County.
28. No Third-party Beneficiaries. The parties do not intend, and nothing in this Agreement shall be construed to mean, that any provision in this Agreement is for the benefit of any person or entity who is not a party.
29. Signature in Counterparts. The parties agree that separate copies of this Agreement may be signed by each of the parties and this Agreement shall have the same force and effect as if all the parties had signed the original.
30. Facsimile and Electronic Signatures. The parties agree that facsimile and electronic signatures shall have the same force and effect as original signatures.
31. Arms-Length Negotiations. The parties agree that this Agreement has been negotiated at arms-length, with the assistance and advice of competent, independent legal counsel.
32. Public Records Act. Notwithstanding the provisions of this Agreement to the contrary, to the extent any record, including any electronic, audio, paper or other media, is required to be kept or indexed as a public record in accordance with the Washington Public Records Act, Chapter 42.56 RCW, as may hereafter be amended, the Contractor agrees to maintain all records constituting public records and to produce or assist the County in producing such records, within the time frames and parameters set forth in state law. The Contractor further agrees that upon receipt of any written public record request, Contractor shall, within two business days, notify the County by providing a copy of the request per the notice provisions of this Agreement.

DATED this 22nd day of January, 20 19.

JEFFERSON COUNTY
BOARD OF COMMISSIONERS

Mallorie Weinheimer
Name of Consultant

KD
Kate Dean, Chair

Mallorie Weinheimer
Consultant Representative

David Sullivan
David Sullivan, Member

Mallorie Weinheimer
(Signature)

Greg Brotherton
Greg Brotherton, Member

Consultant
Title
1/17/19
Date

Approved as to form only:

P.C. Hunsucker 1/15/19
Philip C. Hunsucker Date
Chief Civil Deputy Prosecuting Attorney

Mark McCauley 1/16/19
Mark McCauley Date
Central Services Director

Exhibit A

Jefferson County Forestry Feasibility Study

Malloree Weinheimer, Forester/Owner
Chickadee Forestry
mal@chickadeeforestry.com
703.627.9763

Overview

The intent of this feasibility study is to research and identify potential sustainable forest management strategies to implement on Jefferson County lands that balance long-term forest health and economic value to the community while maintaining the recreational and ecological integrity of the land.

Project Description and Deliverables

Forest Assessment

- Review and inventory Jefferson County forested lands data to assess forest health issues, forest types, and historical conditions to inform future management
- Research land reconveyance and determine feasibility in Jefferson County
- Identify appropriate diversified strategies that provide for the long ecological health and resiliency of forest types (i.e. successional stages, ecological habitats, adjacent properties)

Economic Feasibility

- Identify possible revenue streams from forest products for our local economy
- Consult with local producers/buyers on supply/demand and new opportunities
- Produce financial analysis and projections on possible revenue streams from forest products based on sustainable management strategies
- Identify cost incentive programs and grant opportunities for forest management

Community Outreach Plan

- Consult with regional forestry and land management experts to identify additional gaps/barriers
- Identify partners in support of economic, ecological, and recreational goals of the county (ie comp plan and other county documents)
- Develop plan for educational resources and events to educate community about forest management

Benefits

- Strategies to
 - Improve forest health and wildlife habitat
 - Increase forest productivity and carbon absorption
 - Develop sustainable management strategies
 - Reduce fuel loads in forest
- Potential new revenue streams for County

Deliverables to be completed by June 30, 2019

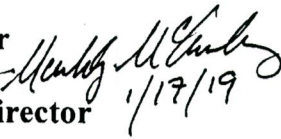
Budget

Activity	Estimated Time	Cost
Forest Assessment	100 hrs	\$60/hr
Economic Feasibility	100 hrs	\$60/hr
Community Outreach Plan	30 hrs	\$60/hr
Peer review by Mike Cronin (subcontract)	10 hrs	\$60/hr
Travel Reimbursement	TBD	\$.58/mile

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

CONSENT AGENDA REQUEST

TO: Board of County Commissioners
Philip Morley, County Administrator

FROM: Mark McCauley, Central Services Director  1/17/19

DATE: January 22, 2019

SUBJECT: Request for Board of County Commissioner Approval of a Professional Services Agreement with Chickadee Forestry to Conduct a Forestry Feasibility Study for Jefferson County

STATEMENT OF ISSUE:

Jefferson County owns several hundred parcels of land within Jefferson County. Many of these parcels have substantial forested areas. The County currently is not actively managing these forest resources, resulting in less healthy trees, less than optimal wildlife habitat, unhealthy fuel loads, and less than optimal growth and carbon dioxide absorption rates. In addition, these idle parcels are off the tax rolls and do not generate any revenue for the County.

ANALYSIS:

Conducting a forestry feasibility study will give the County the information it needs to decide whether to create a sustainable forestry program for responsible management of the forest resources it owns. The study will also evaluate potential revenue streams to see if it can generate enough revenue to sustain the program and provide additional revenue for other important county functions.

A successful sustainable forestry program could yield a number of benefits such as: improved forest health and wildlife habitat, increased forest productivity and carbon absorption, and reduced fuels loads.

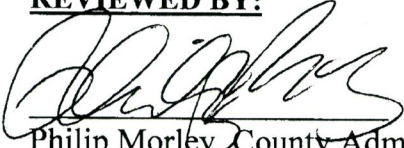
FISCAL IMPACT:

This agreement is for \$15,600 which we will cover using non-departmental budget. We will request a transfer from the Capital Improvement Fund in the 1st Quarter Supplemental to restore the non-departmental budget.

RECOMMENDATION:

That the Board of Commissioners approve the attached professional services agreement with Chickadee Forestry.

REVIEWED BY:

 1/18/19
Philip Morley, County Administrator Date

CONTRACT REVIEW FORM

19-005

CONTRACT WITH: Chickadee Forestry

CONTRACT FOR: County Forestry Feasibility Study

TERM: Through June 30, 2019

COUNTY DEPARTMENT:	Central Services
For More Information Contact:	Mark McCauley, 360-385-9130
Contact Phone #:	
RETURN TO:	Mark McCauley
(Person in Department)	
RETURN BY:	As soon as possible
(Date)	

JAN 16 2019

JEFFERSON COUNTY COMMISSIONERS

AMOUNT: \$15,600

PROCESS:

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

Revenue: N/A

Expenditure: \$15,600

Matching Funds Required: N/A

Sources(s) of Matching Funds: N/A

Step 1: REVIEW BY RISK MANAGEMENT	
Review by:	<u>[Signature]</u>
Date Reviewed:	<u>1/18/19</u>
☒ APPROVED FORM	☐ Returned for revision (See Comments)
Comments	

Step 2: REVIEW BY PROSECUTING ATTORNEY	
Review by:	<u>P. G. [Signature]</u>
Date Reviewed:	<u>1/15/19</u>
☒ APPROVED AS TO FORM	☐ Returned for revision (See Comments)
Comments	

Step 3: (If required) DEPARTMENT MAKES REVISIONS & RESUBMITS TO RISK MANAGEMENT AND PROSECUTING ATTORNEY

Step 4: CONTRACTOR/CONSULTANT SIGNS APPROPRIATE NUMBER OF ORIGINALS

Step 5: SUBMIT TO BOCC FOR APPROVAL

Submit originals and 6 copies of Contract, Review Form, and Agenda Bill to BOCC Office.

Place "Sign Here" markers on all places the BOCC needs to sign.

MUST be in BOCC Office by 4:40 p.m. TUESDAY for the following Monday's agenda.

(This form to stay with contract throughout the contract review process.)

RECEIVED

PROGRESSIVE
PO BOX 94739
CLEVELAND, OH 44101

JUL 30 2019

JEFFERSON COUNTY
COMMISSIONERS

JEFFERSON COUNTY
PO BOX 1220
PORT TOWNSEND, WA 98368

PROGRESSIVE
COMMERCIAL

Policy number: 00347188-1

Underwritten by:
United Financial Casualty Company
Insured:
CHICKADEE FORESTRY LLC
July 23, 2019
Policy Period: Jul 23, 2019 - Jan 23, 2020

Mailing Address

United Financial Casualty Company
PO Box 94739
Cleveland, OH 44101

Additional insured endorsement

Name of Person or Organization

JEFFERSON COUNTY
PO BOX 1220
PORT TOWNSEND, WA 98368

The person or organization named above is an **insured** with respect to such liability coverage as is afforded by the policy, but this insurance applies to said **insured** only as a person liable for the conduct of another **insured** and then only to the extent of that liability. **We** also agree with **you** that insurance provided by this endorsement will be primary for any power unit specifically described on the **Declarations Page**.

Limit of Liability

Bodily Injury	Not applicable
Property Damage	Not applicable
Combined Liability	\$500,000 each accident

All other terms, limits and provisions of this policy remain unchanged.

This endorsement applies to Policy Number: 00347188-1

Issued to (Name of Insured): CHICKADEE FORESTRY LLC

Effective date of endorsement: 07/23/2019

Policy expiration date: 01/23/2020

Form 1198 (01/04)

1-800-895-2886

For customer service, 24 hours a day,
7 days a week