



JEFFERSON COUNTY PUBLIC HEALTH

615 Sheridan Street • Port Townsend • Washington • 98368
www.jeffersoncountypublichealth.org

March 30, 2011

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA REQUEST

TO: Board of County Commissioners
Philip Morley, County Administrator

FROM: Stuart Whitford, Environmental Health Director
Tami Pokorny, Environmental Health Specialist

DATE: April 25, 2011

SUBJECT: Consent Agenda Item – Personal Services Agreement with Allen Brackett Shedd, Amendment #1 to conduct Appraisals for Mid Hood Canal Acquisition Project; December 13, 2010 – September 30, 2011 add'l \$7,000 total \$23,400

STATEMENT OF ISSUE:

Jefferson County Public Health, Water Quality Division, is requesting Board approval of the Personal Services Agreement with Allen Brackett Shedd, Amendment #1 to conduct Appraisals for Mid Hood Canal Acquisition Project; December 13, 2010 – September 30, 2011 add'l \$7,000 total \$23,400

ANALYSIS/STRATEGIC GOALS/PRO'S and CON'S:

This contract amendment with Allen Brackett Shedd provides self-contained appraisal reports for two additional before and after appraisals near Brinnon, WA. The appraisals are in connection with salmon recovery projects in the Duckabush watershed. The contractor will conduct appraisals of Parcels #981002229 and #981002325.

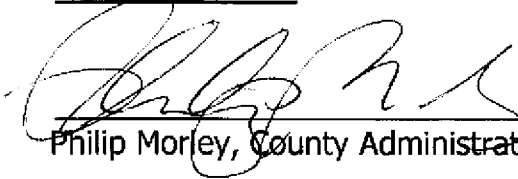
FISCAL IMPACT/COST BENEFIT ANALYSIS:

This contract is funded by a SRFB grant (RCO #07-1911A). Costs will be tracked by parcel. Matching funds have been provided through the value of parcels previously acquired on the Dosewallips floodplain.

RECOMMENDATION:

JCPH management requests approval of Personal Services Agreement with Allen Brackett Shedd, Amendment #1 to conduct Appraisals for Mid Hood Canal Acquisition Project; December 13, 2010 – September 30, 2011 add'l \$7,000 total \$23,400

REVIEWED BY:


Philip Morley, County Administrator

4/3/11
Date

(Routed to all Public Health Managers)

CONTRACT AMENDMENT #1

**Between
Allen Brackett Shedd
And
Jefferson County**

THIS AGREEMENT entered into between the County of Jefferson, a municipal corporation hereinafter referred to as "the County", and Allen Brackett Shedd, hereinafter referred to as "the Contractor", on December 13, 2010, in consideration of the mutual benefits, terms, and conditions hereinafter specified.


1. Project Designation. The Contractor is retained by the County to perform additional appraisal reports for floodplain acquisitions on parcels identified in **Exhibit C, Revised Scope of Work** in connection with salmon recovery projects in the Duckabush watershed.
2. Scope of Services. Contractor agrees to perform the revised scope of services, identified on **Exhibit C, Revised Scope of Work**, attached hereto, including the provision of all labor, materials, equipment, and supplies.
3. Compensation. The Contractor will be entitled to an additional \$7,000.00 in funding for services rendered during the term of this contract amendment. Total compensation under this Agreement shall not exceed \$23,400.00 without express written amendment signed by both parties.
4. Term. The term of the above referenced agreement is extended and ends September 30, 2011.
5. All other terms and conditions of the original agreement remain in full force and effect.

DATED this _____ day of _____, 2011.

By

John Austin, Chair
Jefferson Board of County Commissioners

By


Gordon L. Goodman, MAI
Gregory

Approved as to form:

David Alvarez, Chief Civil DPA

Approved as to form only


4/6/2011
Jefferson Co. Prosecutor's Office

EXHIBIT C

Revised Scope of Work

1. Crowell Property

A self- contained appraisal report for the potential fee-simple acquisition of a portion of Jefferson County APN# 602341005, 1131 Dosewallips River Road, Brinnon, Washington.

4 hard copies

1 electronic PDF copy

2. Coone Property

A self- contained appraisal report for the potential fee-simple acquisition of a portion of Jefferson County APN# 602344015, 575 Dosewallips River Road, Brinnon, Washington.

4 hard copies

1 electronic PDF copy

3. Fire Station 42 Property

A self- contained appraisal report for the potential acquisition of a conservation easement on Jefferson County APN#981002229, 51 Shorewood Drive, Brinnon, Washington.

4 hard copies

1 electronic PDF

4. Ruiz Buren Property

A self- contained appraisal report for the potential acquisition of a conservation easement on Jefferson County APN# 981002325, 40 Shorewood Road, Brinnon, Washington.

4 hard copies

1 electronic PDF

PERSONAL SERVICES AGREEMENT

Between

JEFFERSON COUNTY

And

Allen Brackett Shedd

This Agreement is entered into between the County of Jefferson, a municipal corporation, hereinafter referred to as "**the County**" and **Allen Brackett Shedd**, hereinafter referred to as "**the Contractor**" in consideration of the mutual benefits, terms, and conditions hereinafter specified.

Section 1. Designation

The County, on behalf of the Jefferson County Public Health, acting in compliance under the Contract with Allen Brackett Shedd, hereby contracts with the Contractor who will perform duties as described in Item 16 and the Scope of Work, **Exhibit C**.

Section 2. Term

This Agreement shall commence upon signature and continues through March 31, 2011 unless terminated as provided herein.

Section 3. Maximum Payable Amount

\$16,400.00

Section 4. Scope of Agreement

The Contractor shall provide professional appraisal services to the county as follows:

1. The Contractor shall provide the services specified in Item 16 and **Exhibit C** of this contract. The Contractor shall not be entitled to compensation for the services rendered under the terms of this contract unless and until the services are satisfactory to the County. Any dispute relating to the quality of acceptability of the services furnished; to the acceptable fulfillment and performance of the contract on the part of the Contractor; and/or compensation due the Contractor shall be decided by the Jefferson County Public Health, Director or his/her representative. All reports called for under the terms of this contract shall become the property of and shall be retained by the County.
2. The services to be furnished under the terms of this contract shall be performed by the Contractor and the Contractor's bona fide employees, and shall not be delegated or subcontracted to any other person or firm with the exception of timber evaluations by Lusignan Forestry Inc.
3. The Contractor warrants that, other than Lusignan Forestry Inc., it has not employed or retained any company, firm, or person, other than a bona fide employee working exclusively for the Contractor, to solicit or secure this contract; and that it has not paid or agreed to pay to any company, person or firm, other than a bona fide employee working exclusively for the Contractor, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this

contract. For breach or violation of this warranty, the County shall have the right to annul this contract.

4. For purposes of this Contract, the Contractor acknowledges that the Contractor is an independent contractor and not an officer, employee, or agent of the County. The Contractor shall not hold the Contractor out as, nor claim status as, an officer, employee, or agent of the County. The Contractor shall not claim for the Contractor any rights, privileges, or benefits that would accrue to an employee of the County. The Contractor shall indemnify and hold the County harmless from all obligations to pay or withhold federal or state taxes or contributions on behalf of the Contractor.
5. The Contractor warrants that, if it is fully or partially employed by any public agency other than the County, its acceptance of this contract is with the consent of such agency; that the Contractor shall spend no time in the performance required in this contract during which time the Contractor would normally be employed and paid by such agency; and that the acceptance of this contract will not interfere with any obligations the Contractor may have to such agency.
6. Compliance with State Ethics Law. The Contractor shall comply with all applicable sections of the State Ethics Law, Ch. 42.52 RCW, which regulates gifts to state officers and employees. Under that statute any state officer or employee who has or will participate with the Contractor regarding any aspect of this Contract is prohibited from seeking or accepting any gift, favor, or anything of economic value from the Contractor. Accordingly, neither the Contractor nor any agent or representative shall offer anything of economic value as a gift, gratuity, or favor directly or indirectly to any such officer or employee.
7. During the performance of this contract, the Contractor, for itself, its assigns and successors in interest, agrees as follows:
 - a. The Contractor agrees to indemnify, defend and hold Jefferson County and its officers and employees harmless from and shall process and defend all its own expense all claims, demands or suits at law or equity arising out of this Agreement and/or the Contractor's and/or its subcontractor's performance or failure to perform any and all duties prescribed by the Agreement; provided that nothing herein shall require the Contractor to indemnify the Jefferson County against and hold harmless Jefferson County from claims, demands or suits based solely upon the conduct of the County, its officers or employees and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the Contractor's agents or employees and (b) Jefferson County, its agents, officers and employees, this indemnity provision with respect to claims or suits based upon such negligence shall be valid and enforceable only to the extent of the Contractor's negligence or the negligence of the Contractor's agents or employees.
 - b. The Contractor specifically assumes potential liability for actions brought by the Contractor's own employees against the County and solely for the purpose of this indemnification and defense the Contractor specifically waives any immunity under the State Industrial Insurance Law, Title 51 RCW.
8. Ownership and use of documents. The Contractor acknowledges and agrees that any and all work product directly connected and/or associated with the services rendered

hereunder, including but not limited to all documents, drawings, specifications, writings, samples, reports, pictures and the like which the Contractor drafts, makes, conceives, develops in the performance of the service hereunder, either solely and/or jointly with the County shall be the sole and exclusive property of the County. The Contractor further acknowledges that such material shall be considered work for hire and the Contractor acknowledges the County's sole and exclusive right to such copyright, patent, trademarks, trade names and other intellectual property right claims for said materials. Other materials produced by the Contractor in connection with the services rendered under this agreement shall be the property of the County whether the projects for which they are made are executed or not. The Contractor shall be permitted to retain copies, including reproducible copies, of drawings, writings, samples, reports, and specifications for information, reference, and use in connection with Contractor endeavors. The Contractor agrees not to publish, submit for publication, display or otherwise use said material for any reason whatsoever, without the express written consent of the County. Contractor records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the County and state for a period of six (6) years after final payments. Copies shall be made available upon request.

9. The County is contracting for the Contractor's independent performance of the specified services. Should the County employ another contractor to perform the same services, the Contractor shall not discuss or otherwise exchange information with such other contractor.
10. In the performance of the services under this contract, the Contractor shall comply with all applicable County regulations, State and Federal laws, regulations and procedures.
11. The Contractor shall comply with the Federal Fair Labor Standards Act and any other legislation affecting its employees and the rules and regulations issued thereunder; and shall save the County free, clear and harmless from all actions, claims, demands and expenses arising out of said Act and any rules and regulations that are or may be promulgated in connection therewith.
12. The Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income or any other form of taxes, fees, licenses, excises, or payments required by any Federal or State legislation which are now or which may be enacted during the term of this contract as to all the Contractor's employees, and as to all the duties, activities, and requirements of the Contractor in the performance of this contract.
13. Upon completion or termination of this contract, the Contractor shall turn over all documents, records and file materials to the County.
14. The services required under this contract are in connection with the project as described.
15. The Contractor shall provide the following described services under the terms of this contract pursuant to the specific Scope of Work, **Exhibit C**.

A. Appraisal License Required. The Principal Appraiser must be licensed as a Washington State Certified General Real Estate Appraiser. The Contractor shall provide evidence of current licensure of the Principal Appraiser to the County when requested by the County.

B. Narrative Appraisal Reports.

a. Standards for Appraisals. The appraisal report **must** be in compliance with Washington State Recreation and Conservation Office *Manual 3, Acquiring Land: Policies* (http://www.rco.wa.gov/doc_pages/manuals_by_number.shtml) and the current *Uniform Standards of Professional Appraisal Practice* (USPAP) provisions of Washington Administrative Code 468-100-102 **with the following exceptions:**

- 1) Extraordinary Assumptions and Hypothetical Conditions must clearly listed and justified in the appraisal report and be found reasonable by the review appraiser;
- 2) Appraisals must include consideration of existing encumbrances;
- 3) The restricted format for reporting appraisals is not acceptable; and
- 4) Appraisers must provide a point value, rather than a value range (Example: \$257,000 rather than \$240,000 to \$270,000) Appraisals should avoid the use of hypothetical conditions unless consistent with USPAP guidelines. The Contractor must consider the impact on value of encumbrances and reservations that will be on the property as it is finally to be conveyed, which may be different than characterized on the preliminary title report. The County may require supplemental information or appraisal updates to accurately reflect the encumbrances in place at the time of conveyance.

b. Appraisal Documentation. The Contractor shall consider and document in each Appraisal all elements of potential concern to the owner, the Appraiser, and the County, including:

- 1) The restricted format for reporting appraisals is not acceptable.
- 2) Appraisers must provide a point value, rather than a value range.
- 3) Appraisal reports must include a statement of assumptions and limiting conditions. If extraordinary (special) assumptions and/or hypothetical conditions are used, the Contractor must clearly state these within the report and must provide a reasonable basis, or justification, for using them.
- 4) Appraisals must include consideration of existing encumbrances. The Contractor must consider the impact on value of encumbrances and reservations that will be on the property as it is finally to be conveyed, which may be different than characterized on the preliminary title report.
- 5) Neighborhood. The Contractor shall describe the neighborhood location, boundaries, access, general utilities, and neighborhood

trends. Boilerplate data regarding the state and the region is not needed unless it directly relates to the subject property.

- 6) **Subject Description.** The Contractor shall describe the subject property, including, but not limited to, identification of the larger parcel access, topography, shape, available utilities, zoning, and highest and best use of the subject as vacant and as improved.
 - 7) **Structural Improvements.** The Contractor shall describe improvements, such as house, garage, or outbuildings, even if not affected by the acquisition.
 - 8) **Site improvements.** The Contractor shall describe improvements affected by the acquisition such as fencing, septic systems, wells, signs, and landscaping. Improvements may be outside of the acquisition area but still may be affected by the acquisition.
 - 9) **Utilities.** The Contractor shall describe public or community utilities such as power, sewer, water, telephone, and gas. If the site lacks public community water and sewer systems, the Contractor shall discuss the ability to support on-site systems.
 - 10) **Property History.** The Contractor shall describe the five-year sales history of the subject property.
 - 11) **Photographs.** The Contractor shall include photographs of the subject property including a street scene, improvements, acquisition area, and anything outside of the acquisition area that may be affected by the acquisition. Contractor shall identify each photograph by number.
 - 12) **Site Map.** The Contractor shall include a site map showing north arrow, dimensions, approximate location of the improvements, acquisition area, and streets, roads, alleys, and driveways. The site map shall indicate by photograph number the place and direction where the photographs were taken.
- C. **Partial Acquisition Appraisals.** The just compensation for the part to be acquired is the difference between the before value and the after value considering special benefits. The Contractor shall view the remainder as a new property to be appraised.
- 1) **Damages.** When applicable, the Contractor shall fully explain the physical facts that cause the remainder to suffer a loss in value (damages) and the market facts that justify such a conclusion.
 - 2) **Special Benefits.** The Contractor shall use market data to support the reason for claiming special benefits to the remainder.
 - 3) **Cost to Cure.** The Contractor shall support cost to cure solutions that are necessary to keep the property whole using standard cost service sources such as *Marshall and Swift* and estimates from building contractors or other specialists.

- D. Sales Comparison Approach. The Contractor shall obtain at least three comparable sales in order to demonstrate an evaluation of the market. In each Appraisal, the Contractor shall include market data sheets for confirmed sales containing site map, photographs, dimensions, and sources of information. The Contractor shall thoroughly discuss and correlate the comparable sales by weighting to a supportable conclusion.
- E. Environmental Contamination. The Contractor shall appraise each parcel as if it is free of environmental contamination. If the Contractor observes any sign of environmental contamination while appraising a parcel, the Contractor shall immediately notify the County.
- F. Joint Inspection. Pursuant to RCW 8.26.180, the Contractor shall ensure that all owners or their respective representatives are given an opportunity to accompany the appraiser on an inspection of the property.
- 1) Owner Contact. The Contractor shall make a minimum of three attempts to contact the property owners to schedule a joint inspection. If unsuccessful, the Contractor shall send a certified letter to the property owners asking them to contact the appraiser to schedule the joint inspection. If the owners do not respond, the Contractor shall notify the County.
 - 2) Report of Owner Contact. The Contractor shall document all attempts to contact the property owner on the Report of Contact with Owner page of the Appraisal. The Contractor shall document on said page any information obtained during discussions with the property owner that may affect the value or assist with the review or the negotiations of the property.
- G. Leasehold Issues. When applicable, the Contractor shall include the following information in each Appraisal:
- 1) Leasehold Interests. The Contractor shall identify all leasehold interests and, when possible, obtain a copy of the rental agreement from the property owner or tenant and the property owner's consent to provide a copy of the rental agreement to the County.
 - 2) Market Rent. The Contractor shall include a market analysis in the Appraisal to determine and support market rent.
 - 3) Tenant-Owned Property. The Contractor shall identify tenant-owned improvements and personal property as either fixtures or personal property. The Contractor shall contact the Appraisal Supervisor who shall assist with the coordination of a joint inspection with the property owner, tenant, Contractor, and County personnel.
- H. Revisions to Appraisal Reports. If the County determines that revisions to any Appraisal produced by the Contractor are necessary due to the Contractor's oversight or fault, the Contractor shall submit the revised Narrative Appraisal Reports to the Appraisal Supervisor within ten (10) calendar days of receipt of the County's request for revisions. Contractor shall make the revisions at no

additional cost to the County. Failure to furnish the required information or revisions within ten (10) calendar days shall be a breach of contract unless the County agrees in writing to a later date.

I. Review Appraisal Reports.

- 1) The Contractor will follow the review reporting requirements established by USPAP. If the value of the appraisal review differs from the original appraisal, the review appraiser must adhere to the appraisal guidelines listed in the Washington State Recreation and Conservation Office *Manual 3, Acquiring Land: Policies* (http://www.rco.wa.gov/doc_pages/manuals_by_number.shtml) when establishing a new value.
- 2) The Contractor must either approve or reject the value conclusion. The reviewer may approve the value and either acknowledges that the appraisal meets the guidelines in this manual or develops or obtains the necessary work product to bring the report into compliance. If the reviewer rejects the value, the sponsor must either require the reviewer to provide a compliant value conclusion or obtain a new appraisal.
- 3) The Contractor must list all extraordinary (special) assumptions and /or hypothetical conditions and comment on their reasonableness. If the findings are that the assumptions or conditions are not reasonable, the value of the land may not be supported.
- 4) The Contractor must consider the impact on value of encumbrances and reservations that will be on the property as it is finally to be conveyed, which may be different than characterized on the preliminary title report.
- 5) In all instances of desk reviews, where the Contractor rejects the appraised value and becomes the appraiser of record by providing an alternate value conclusion, the review appraisal must take the form of a field review or new appraisal assignment in accord with RCO guidelines.

16. The Contractor shall be paid for the above described services as follows:

- a. Advance Payment Prohibited. The County shall not make any payments in advance or anticipation of the delivery of services to be provided pursuant to this Contract. The Contractor will not commence work under this contract, or any revision thereto, until the County provides a commencement date in writing. Billings for services performed prior to the said commencement date will not be honored.
- b. Billing Limitations. The Contractor shall not bill and the County shall not pay for services performed under this Contract if the Contractor has charged or will charge the County or any other party for the same services.
- c. Contractor Expenses. The Contractor shall not bill and the County shall not pay for expenses associated with this Contract except for specialist reports and estimates at rates that have been previously approved by the County.

- d. Conformance with Contract. The County shall pay only for authorized services that meet the requirements of this Contract. The County shall not pay for any Appraisal or other material that the County determines is unusable or does not meet the requirements of this Contract.
 - e. Invoices. The Contractor shall submit an itemized invoice to Jefferson County Public Health, 615 Sheridan St. Port Townsend, WA 98368 c/o Floodplain Acquisitions Project Manager, for services rendered. The Contractor's invoice shall itemize the date and number of hours worked, and shall not include the Contractor's expenses except specialist reports and estimates. The Contractor shall provide copies of the original supporting documents for specialist reports and estimates authorized under this Contract.
 - f. Waiver for Late Delivery. A delay in submitting an Appraisal or revision that is outside of the Contractor's reasonable control may be excused at the sole discretion of the County.
 - g. Payment. Upon completion of the Appraisal Review, the County shall pay the Contractor's invoice provided that the Appraisals have passed review.
 - h. Mileage. Mileage will be reimbursed at the federal mileage rate.
17. The project for which the services of the Contractor are required may involve litigation of claims against or brought by Jefferson County. All work performed by the Contractor is strictly confidential. No disclosure of the work performed by the Contractor shall be permitted without the prior express written consent of the County, The Board of County Commissioners and the Prosecuting Attorney.
 18. The Contractor shall satisfactorily complete the services contracted for herein on or before December 31, 2011. On said date this contract shall terminate. Billings for services performed after the said termination date will not be honored, except as otherwise specified in Section 26.
 19. Revisions to this contract may be made only by the mutual written agreement of both parties to this contract to execute a Contract Revision.
 20. The Contractor shall not assign this Contract or any rights or obligations contained in this Contract to a third party.
 21. To assist the Contractor in fulfilling the termination of this contract, the Department will furnish the following:
 - Preliminary Title Reports for the respective properties
 - Maps as needed.
 22. The Project Manager and/or his/hers representative will supervise the performance of this contract and is the Contractor's contact with the County in all matters pertaining to this contract.

23. Insurance Requirements:

a. PROFESSIONAL LIABILITY INSURANCE

The Contractor shall obtain and keep in force during the terms of the Contract, Professional Liability Insurance providing \$1,000,000 per incident; \$2,000,000 aggregate.

b. WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE

The Contractor shall procure and maintain for the life of the contract, Workers Compensation Insurance, including Employers Liability Coverage, in accordance with the laws of the State of Washington.

c. COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

The Contractor shall obtain and keep in force during the terms of the Contract, Commercial Automobile Liability Insurance as follows:

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 \$300,000 each occurrence, with the COUNTY named as an additional insured in connection with the CONTRACTOR'S performance of the contract.

Said Commercial Automobile Liability policy shall name County of Jefferson as an additional named insured and shall include a provision prohibiting cancellation of said policy except upon thirty (30) days prior written notice 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.

d. GENERAL COMMERCIAL LIABILITY INSURANCE

The Contractor shall obtain and keep in force during the terms of the Contract, General Commercial Liability Insurance as follows:

General Commercial Liability Insurance in an amount not less than a single limit of one million dollars (\$1,000,000) per occurrence and an aggregate of not less than two (2) times the occurrence amount (\$2,000,000.00 minimum) for bodily injury, including death and property damage, unless a greater amount is specified in the contract specifications. The insurance coverage shall contain no limitations on the scope of the protection provided and include the following minimum coverage:

- (1) Broad Form Property Damage, with no employee exclusion;
- (2) Personal Injury Liability, including extended bodily injury;
- (3) Broad Form Contractual/Commercial Liability including completed operations;
- (4) Premises - Operations Liability (M&C);
- (5) Independent Contractors and subcontractors;

(6) Blanket Contractual Liability.

Such insurance coverage shall be evidenced by one of the following methods:

- (1) Certificate of Insurance
- (2) Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.

24. **Venue and Choice of Law:** In the event that any Litigation should arise concerning the services of interpretation of any of the terms of this Agreement, the venue of such action of Litigation shall be in the courts of the State of Washington in and for the County of Jefferson. This agreement shall be governed by the Law of the State of Washington.

25. **Special Provisions:**

A. **Disputes.** Either party who has a dispute concerning this Contract may request dispute resolution. The Contractor's request for dispute resolution must:

- 1) be *received* by Jefferson County Public Health, 615 Sheridan St., Port Townsend, Washington 98368 no later than thirty (30) days after Contract termination or the Contract End Date shown on page 1 of this Contract;
- 2) be sent by certified mail (return receipt) or other manner that proves that the Jefferson County Public Health received the request;
- 3) include a statement explaining the Contractor's position; and
- 4) include the specific provisions of this Contract that support the Contractor's position and a statement of the reasons why such provisions support the claim.
 - a. The Jefferson County shall first attempt to resolve the dispute within thirty (30) days of receipt of the Contractor's request. If the dispute cannot be resolved or if the County requests dispute resolution regarding an issue it may have with the Contractor, the parties shall agree to select an independent third party to serve as a mediator. The cost of the mediation process shall be shared equally by the parties with each party bearing its own preparation costs. The selection of the mediator and the time and place of mediation shall be agreed upon by the parties. The dispute resolution process is a contractual condition precedent to either party's right to seek judicial or quasi-judicial relief.
 - b. **Termination Due to Change in Funding.** If the funds the County relied upon to establish this Contract or any Task Order are withdrawn or reduced, or if additional or modified conditions are placed on such funding, the County may immediately terminate this Contract by providing written notice to the Contractor. The termination shall be effective on the date specified in the notice of termination.
 - c. **Termination for Convenience.** The County may terminate this for any reason at any time upon ten (10) days' written notice to the Contractor. In the event this Contract is terminated for convenience, a final payment shall be made to the

Contractor for those services authorized and provided through the date of termination.

d. Termination for Default.

- (1) **Basis for Termination.** If the County determines the Contractor has failed to comply with any of the terms and conditions of the Contract in a timely manner; failed to meet or maintain any requirement for contracting with the County; and/or violated any applicable laws or regulations, the County has the right to terminate this Contract for default. The County shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within ten (10) days, the Contract may be terminated. If the County determines the Contractor has failed to meet or maintain any requirement for contracting with the County or violated any applicable laws or regulations, the County may terminate the Contract without providing an opportunity to cure. If this Contract is terminated, the Contractor shall be liable for damages as authorized by law. If it is determined for any reason that the Contractor was not in default, the termination shall be deemed a termination for convenience by the County and the Termination for Convenience provision of this Contract shall apply.
- (2) **Determination of Payment.** The amount to be paid to the Contractor shall be determined by the County with consideration given to: the amount of work originally required that was satisfactorily completed to the date of termination; whether the work is usable to the County at the time of termination; the cost of employing another firm to complete the work and the time which may be required to do so; and, other factors which affect the value of the work to the County at the time of termination.

e. Termination Procedure. The following provisions apply if this Contract is terminated:


- (1) **Stop Work.** The Contractor shall cease to perform any services required by this Contract as of the effective date of termination and shall comply with all instructions contained in the notice of termination.
- (2) **Delivery of Material.** The Contractor shall immediately deliver to the County all material created to date.
- (3) **Billing and Payment.** The Contractor shall only bill for, and the County shall only be obligated to pay for, services provided through the date of termination. The County's payment for any part of the work shall not constitute a waiver by the County of any remedies of any type it may have against the Contractor for breach of this Contract by the Contractor, or for failure of the Contractor to perform work required by the County.

26. Waiver of any provision of this Contract by the County shall only be effective if in writing and signed by an authorized employee of Jefferson County Public Health. Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default and shall not be construed to be a modification of the terms

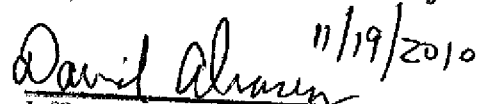
and conditions of this Contract.

27. This Contract, including referenced exhibits, represents all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or bind the parties.
28. This Personal Service Contract is hereby tendered and the terms and obligations hereof shall not become binding on Jefferson County unless and until accepted and approved hereon in writing for the Jefferson County Board of County Commissioners.

Dated this 13th ~~29~~ day of December ~~November~~, 2010

By: 
David Sullivan, Chair
Jefferson Board of County Commissioners

Approved as to form only:

 11/19/2010
Jefferson Co. Prosecutor's Office

By: 
Gregory L. Goodman, MAI
for Allen Brackett Shedd

EXHIBIT A

CERTIFICATION OF CONSULTANT

Jefferson County

I hereby certify that I am Gregory L. Goodman and duly authorized representative of the firm of Allen Brackett Shedd and that neither I nor the above firm I here represent has:

- (a) Employed or retained for a commission, percentage, brokerage, contingent fee or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Contractor) to solicit or secure this contract.
- (b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract.
- (c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above Contractor) any fee, contribution, donation or consideration of any kind for, or in connection with procuring or carrying out the contract, except as here expressly stated (if any):

I further certify that the firm I hereby represent is authorized to do business in the State of Washington and that the firm is in full compliance with the requirements of the Board of Professional Registration.

11/29/2010
Date

Gregory L. Goodman
Signature

CERTIFICATION OF AGENCY OFFICIAL

I hereby certify that I am the AGENCY Official of the County of Jefferson, Washington State and that the above consulting firm or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract to:

- (a) Employ or retain, or agree to employ or retain, any firm or person, or
- (b) Pay or agree to pay to any firm, person or organization, any fee, contribution, donation or consideration of any kind, except as here expressly stated (if any).

12-6-10
Date

Jean Balde
Signature

EXHIBIT B

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS**

The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three (3) year period preceding this proposal had one or more public transactions (Federal, State and local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Allen Brackett Shedd

Consultant (Firm Name)

Murray Woodman

Signature (Authorized Official or Consultant)

11/29/2010

DATE

EXHIBIT C

Scope of Work

1. Crowell Property

A self- contained appraisal report for the potential fee-simple acquisition of a portion of Jefferson County APN# 602341005, 1131 Dosewallips River Road, Brinnon, Washington.

4 hard copies

1 electronic PDF copy

2. Coone Property

A self- contained appraisal report for the potential fee-simple acquisition of a portion of Jefferson County APN# 602344015, 575 Dosewallips River Road, Brinnon, Washington.

4 hard copies

1 electronic PDF copy