



JEFFERSON COUNTY PUBLIC HEALTH

Consent Agenda

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

October 7, 2013

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA REQUEST

TO: Board of County Commissioners
Philip Morley, County Administrator

FROM: Jared Keefer, Environmental Health Director
Tami Pokorny, Environmental Health Specialist

DATE: November 4, 2013

SUBJECT: Agenda Item – Conservation Futures Project Agreement with Jefferson Land Trust, Amendment #1, for the Carleson Chimacum Creek Acquisition; June 27, 2011 – June 27, 2014; budget re-allocation

STATEMENT OF ISSUE:

Jefferson County Public Health, Environmental Health Department, requests Board approval of the Conservation Futures Project Agreement with Jefferson Land Trust, Amendment #1, for the Carleson Chimacum Creek Acquisition; budget re-allocation

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

Jefferson Land Trust (JLT) requests to amend the Conservation Futures Project Agreement for the Carleson Chimacum Creek Acquisition project to allow residual acquisition funds to be used for operations and maintenance activities.

This project was approved for funding in 2011 and closing took place in March 2012. The original agreement provided up to \$25,800 for acquisition expenses and up to \$750 for operation and maintenance related to the property (APN 001-343-042) based on an estimate of value. The appraised value was lower, and the actual amount of conservation futures funds needed for acquisition totaled \$20,182.09. JLT is requesting that the remaining acquisition funds (\$5,617.91) be made available to match a grant from the Salmon Recovery Funding Board to support operations and maintenance activities including a cultural resources survey, fencing, noxious weed removal, hazard tree removal, trail installation, signage and native plant placement. Such activities are considered allowable expenses in the 2011 Conservation Futures Program Manual.

COMMUNITY HEALTH
DEVELOPMENTAL DISABILITIES
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FAX: (360) 385-9401

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The purpose of the Carleson Chimacum Creek Acquisition project is to permanently protect five acres of vacant land spanning Chimacum Creek as part of a much larger effort to provide habitat for summer chum and coho salmon, steelhead and cutthroat in the lower mainstem of Chimacum Creek. The property spans the streambed and contains channel migration zone, forested riparian buffer and adjacent uplands. Other properties in the corridor are owned by WDFW, Jefferson County and JLT.

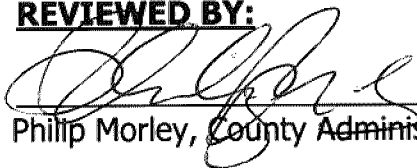
FISCAL IMPACT/COST BENEFIT ANALYSIS:

There is no fiscal impact.

RECOMMENDATION:

JCPH management request approval of the Conservation Futures Project Agreement with Jefferson Land Trust, Amendment #1, for the Carleson Chimacum Creek Acquisition; June 27, 201 – June 27, 2014; budget re-allocation

REVIEWED BY:


Philip Morley, County Administrator

10/21/13
Date

AMENDMENT NO. 1 TO JEFFERSON COUNTY CONSERVATION FUTURES PROJECT AGREEMENT FOR THE CARLESON CHIMACUM CREEK ACQUISITION

PURPOSE: To amend the agreement between Jefferson County, hereinafter referred to as 'the County' and Jefferson Land Trust, hereinafter referred to as 'Recipient'.

IT IS MUTUALLY AGREED the agreement is amended to transfer \$5,617.91 in reimbursable acquisition expenses to operation and maintenance (originally funded at \$750) as follows:

- Section C Description of Project is amended to read:

The subject Project is described in the attached 2011 Conservation Project Application for the Carleson Chimacum Creek Acquisition. Conservation Futures Fund ("CFF") from Jefferson County in an amount not to exceed \$20,182.09 will be used towards fee simple acquisition of the real property known in the records of the Jefferson County Assessor as APN 001-343-042 and \$6,367.91 to reimburse for operations and maintenance expenses incurred before June 27, 2021.

- Section F is amended to read:

Acquisition	Percentage	Dollar Amount
Conservation Futures – Carleson Chimacum Creek Acquisition	15%	\$20,182.09
Project Sponsor	85%	\$114,365.20
Total Project Contribution Cost	100%	\$134,547.29
Operations and Maintenance	Percentage	Dollar Amount
Conservation Futures – Carleson Chimacum Creek Acquisition	50%	\$6,367.91
Project Sponsor	50%	\$6,367.91
Total Operations and Maintenance Cost	100%	\$12,735.82

All other terms and conditions of the original agreement remain in full force and effect. The effective date of this amendment is June 27, 2011.

IN WITNESS WHEREOF: the parties have signed this amendment.

JEFFERSON COUNTY

JEFFERSON LAND TRUST

John Austin, Chair Date
Jefferson Board of County Commissioners

Sarah Spaeth Date
Jefferson Land Trust

Approved as to form only
Paul Almy 10/22/13
Jefferson Co. Prosecutor's Office
David Alvarez, Chief Civil DPA

**JEFFERSON COUNTY CONSERVATION FUTURES PROGRAM
PROJECT AGREEMENT**

Project Sponsor: Jefferson Land Trust
Project Title: Carleson Chimacum Creek Acquisition
Project Number: 2011JLTCar
Approval: Resolution No. 28-11 on June 27, 2011

A. Parties to the Agreement

This Project Grant Agreement (Agreement) is entered into between County of Jefferson (County), PO Box 1220, Port Townsend, Washington 98368 and Jefferson Land Trust (Sponsor), 1033 Lawrence Street, Port Townsend, WA 98368, and shall be binding upon the agents and all persons acting by or through the parties.

B. Purpose of the Agreement

This Agreement sets out the terms and conditions by which a grant is made through the Jefferson County Conservation Futures Fund. The grant is administered by Jefferson County Environmental Health for the Sponsor for the project named above.

C. Description of Project

The subject Project is described in the attached 2011 Conservation Project Application for the Carleson Chimacum Creek Acquisition. Conservation Futures Fund ("CFF") from Jefferson County in an amount not to exceed \$25,800 will be used towards fee simple acquisition of the real property known in the records of the Jefferson County Assessor as APN 001-343-042 and \$750 to reimburse for operations and maintenance expenses incurred before June 27, 2021.

D. Term of Agreement

The Project Sponsor's on-going obligation for the above project funded by this Agreement is to provide maintenance of the site or facility to serve the purpose for which it was intended in perpetuity unless otherwise identified in this Agreement.

E. Period of Performance

The Project reimbursement period for acquisition expenses shall begin on June 27, 2011. The Project reimbursement period for acquisition expenses will end on June 27, 2014 unless proof of match is provided prior to this date. No expenditure made before June 27, 2011 is eligible for reimbursement unless incorporated by written amendment into this Agreement.

F. Project Funding

The total grant award provided by the Conservation Futures Fund (CFF) for the Project shall not exceed \$26,550 and Jefferson County CFF shall not pay any amount beyond that approved herein for funding of the Project. The Sponsor shall be responsible for all total costs for the Project that exceed \$173,500. In no event will the CFF funds expended for this purchase exceed fifteen percent (15%) of the overall acquisition cost of APN 001-343-042. This Project is eligible for reimbursement of capital project and operations and maintenance expenditures as described in the Jefferson County Conservation Futures Program Manual for the 2011 Funding Cycle.

The contribution by the Sponsor toward work on the Project at a minimum shall be as indicated below. The contribution by the County toward work on the Project is described immediately above and in "C" above.

Acquisition	Percentage	Dollar Amount
Conservation Futures – Carleson Chimacum Creek Acquisition	15%	\$25,800
Project Sponsor	85%	\$146,200
Total Project Contribution Cost	100%	\$172,000
Operations and Maintenance	Percentage	Dollar Amount
Conservation Futures – Carleson Chimacum Creek Acquisition	50%	\$750
Project Sponsor	50%	\$750
Total Operations and Maintenance Cost	100%	\$1500

G. Unexpended Project Allocations

Should unexpected Project allocations, including, but not limited to project completion at less than the estimated cost or, alternatively, the abandonment of the Project occur, then the Sponsor shall notify the County.

H. Rights and Obligations

All rights and obligations of the parties to this Agreement are subject to this Agreement and its attachments, including the Sponsor’s Application and Jefferson County Conservation Futures Program Manual for the 2011 Funding Cycle, all of which are attached hereto and incorporated herein.

Except as provided herein, no alteration of any of the terms or conditions of this Agreement will be effective unless provided in writing. All such alterations, except those concerning the period of performance, must be signed by both parties. Period of performance extensions need only be signed by Jefferson Board of County Commissioners.

I. Indemnification

Sponsor 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 attorneys fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to Sponsor’s own employees, or damage to property occasioned by a negligent act, omission or failure of the Sponsor.

J. Insurance

The Sponsor shall secure and maintain in force throughout the duration of this contract:

1. Worker's compensation and employer's liability insurance as required by the State of Washington.
2. Comprehensive general liability insurance with a minimum coverage of \$1,000,000 per occurrence and \$2,000,000 aggregate in connection with the Sponsor’s performance of this Agreement.
3. Commercial Automobile Liability Insurance providing bodily injury and property damage liability converge 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.
4. Sponsor shall provide all required proofs of insurance to the County in care of, Contracts Manager at Jefferson County Public Health, 615Sheridan St. Port Townsend, WA 98368 prior to fee simple acquisition of APN 001-343-042.

K. Ownership and Use of Documents

All documents, drawings, specifications and other materials produced by the Sponsor in connection with the services rendered under this agreement shall be the property of the Sponsor whether the project for which they are made is executed or not. The County shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with the Sponsor's endeavors.

L. Compliance with Applicable Statutes, Rules, and Jefferson County Policies

This Agreement is governed by, and the Sponsor shall comply with, all applicable state and federal laws and regulations, including RCW 84.34.210, and published agency policies, which are incorporated herein by this reference as if fully set forth.

M. Sponsor's Accounting Books and Records

The Sponsor shall maintain complete financial records relating to this contract and the services rendered including all books, records, documents, receipts, invoices, and all other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect cost of any nature expended in the performance of this contract. The Sponsor's records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the County and state for a period of six (6) years after the date of the final payment to Sponsor. Copies shall be made available upon request.

N. Licensing, Accreditation and Registration

The Sponsor shall comply with all applicable local, state and federal licensing, accreditation, permitting and registration requirement/standards necessary for the performance of this contract.

O. Disputes

Except as otherwise provided in this contract, when a bona fide dispute arises between Jefferson County and the Sponsor and it cannot be resolved, either party may request a dispute hearing with a mediator assigned by or associated with Jefferson County District Court. Either party's request for a dispute hearing must be in writing and clearly state:

- a. the disputed issue(s),
- b. the relative positions of the parties, and
- c. the Sponsor's name, address and Agency contact number

These requests must be mailed to the Project Manager, Jefferson County Environmental Health Department, 615 Sheridan St., Port Townsend, WA 98368, within fifteen (15) days after either party received notice of the disputed issue(s). The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal. The parties will split evenly the cost of mediation or whatever form of dispute resolution is used.

P. Termination for funding

Jefferson County may unilaterally terminate this contract in the event funding from state, federal, or other sources are withdrawn, reduced, or limited in any way after the effective date of this contract.

Q. Termination for Convenience

The County reserves the right to terminate this agreement at any time by giving ten (10) days written notice to the Sponsor.

R. Assignment

The Sponsor shall not sublet or assign any interest in this Agreement, and shall not transfer any interest in this agreement without the express written consent of the County.

S. 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.

T. County Does Not Assume Additional Duties

The County does not assume any obligation or duty, except as required by federal or state law, to determine if Sponsor is complying with all applicable statutes, rules, codes ordinances or permits.

U. Agreement Representatives

All written communications sent to the Sponsor under this Agreement will be addressed and delivered to:

Sponsor Contact
Sarah Spaeth, Executive Director
Jefferson Land Trust
1033 Lawrence St.
Port Townsend, WA 98368

Conservation Futures Program Contact
Jefferson County Environmental
Health – Conservation Futures
615 Sheridan Street
Port Townsend, WA 98368

These addresses shall be effective until receipt by one party from the other of a written notice of any change.

V. Entire Agreement/Severability

This agreement, along with all attachments, constitutes the entire agreement of the parties. No other understandings, oral or otherwise, regarding this Agreement shall exist or bind any of the parties. If any part of this Agreement is ruled or adjudicated to be unlawful or void, all other sections of this Agreement shall continue to have full force and effect.

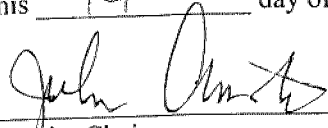
W. Effective Date

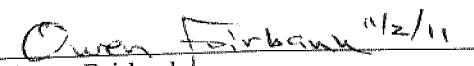
This agreement, for the Salmon Creek Riparian Acquisition shall be effective upon signing by all parties.


X. Venue:

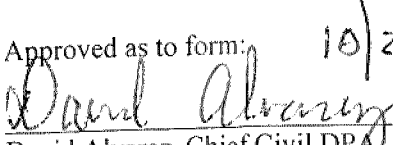
Venue for any litigation arising from this Project Agreement shall be only in the Superior Court in and for Jefferson County. Each party to this agreement shall be responsible for their litigation costs, including attorney's fees.

DATED this 14th day of NOVEMBER 2011.

By 
John Austin, Chair
Jefferson Board of County Commissioners

By  11/2/11
Owen Fairbank
Jefferson Land Trust

Attested: 
Raina Randall, Deputy Clerk of the Board

Approved as to form: 10/25/2011

David Alvarez, Chief Civil DPA