



# JEFFERSON COUNTY PUBLIC HEALTH

615 Sheridan Street • Port Townsend • Washington • 98368  
[www.jeffersoncountypublichealth.org](http://www.jeffersoncountypublichealth.org)

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February 3, 2014

## JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS

### AGENDA REQUEST

**TO:** Board of County Commissioners  
Phillip Morley, County Administrator

**FROM:** Jared Keefer, Environmental Health Water Quality Director  
Tami Pokorny, Environmental Health Specialist II

**DATE:** *March 10, 2014*

**SUBJECT:** **Agenda Request:** Conservation Futures Project Agreement with Jefferson Land Trust for the Boulton Farm Project; June 25, 2012 – June 25, 2015; \$69,000

#### **STATEMENT OF ISSUE:**

On June 25, 2012, the BoCC granted an award from the Conservation Futures Fund to the Boulton Farm Project (Resolution No. 39-12). Jefferson County Public Health, Water Quality Division, requests approval of an agreement with the sponsor, the Jefferson Land Trust (JLT), to implement this project.

#### **ANALYSIS/STRATEGIC GOALS:**

Resolution 39-12 authorizes the use of up to \$69,000 in conservation futures funds towards the acquisition of an agricultural conservation easement to protect agricultural productivity, prime and important soils, wildlife habitat, including habitat for Coho and other Salmonid species, and scenic open space on this historic farm. The easement will maintain the property in single ownership while designating three "building envelopes" for residential and other uses.

The acreage affected by the easement totals 141.26 rather than the 146 anticipated in the application. Match for the project will be provided by \$207,000 from the federal Farm and Ranch Land Protection Program (Grant #73-0546-12-004) and a donation, by the landowner, of a portion of the value of the easement.

#### **FISCAL IMPACT:**

The explicit purpose of the Conservation Futures Fund and Program is to contribute funding towards projects that support a system of public open spaces. There is no impact to the General Fund for this effort.

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COMMUNITY HEALTH  
DEVELOPMENTAL DISABILITIES  
MAIN: 360385-9400  
FAX: 360385-9401

**PUBLIC HEALTH**  
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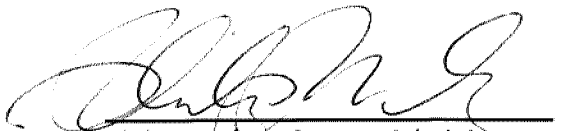
ENVIRONMENTAL HEALTH  
WATER QUALITY  
MAIN: 360385-9444  
FAX: 360379-4487

In the project agreement, the project costs and percentages now reflect actual appraised values rather than estimates of value. The conservation futures contribution will represent 9% of the total project cost, rather than the 8% stated in the application. Total project cost has reduced from an estimated \$919,000 to \$769,000. The total match contribution has reduced from \$815,000 to \$700,000 while the requested amount of conservation futures funds remains the same (\$69,000).

**RECOMMENDATION:**

JCPH Management requests the approval of the Project Agreement with Jefferson Land Trust for the Boulton Farm project to implement this project.

**REVIEWED BY:**

  
Philip Morley, County Administrator

2/12/14  
Date

**JEFFERSON COUNTY CONSERVATION FUTURES PROGRAM  
PROJECT AGREEMENT**

**Project Sponsor:** Jefferson Land Trust

**Project Title:** Boulton Farm

**Project Number:** 2012JLTLBo

**Approval:** Resolution No. 39-12 on June 25, 2012

**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 2012 Conservation Project Application for the Boulton Farm project. Conservation Futures Fund ("CFF") from Jefferson County in an amount not to exceed \$69,000 will be used towards the purchase of a agricultural conservation easement on 141.26 acres of real property known in the records of the Jefferson County Assessor as Parcel Numbers 802141002, 802141006, 802141005, 802144003, 802144009, 802231003, 802242001, and 802133003. The conservation easement will protect agricultural productivity, prime and important agricultural soils, wetland and riparian fish and wildlife habitat for Coho salmon and other Salmonid species and scenic open space. The easement Grantor is John G. Boulton in favor of Jefferson Land Trust and the United States of America acting by and through the United States Department of Agriculture, Natural Resources Conservation Service. The source of match funding is Federal Farm and Ranchland Grant #73-0546-12-004 and the donation of a portion of the value of the agricultural conservation easement.

**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 25, 2012. The Project reimbursement period for acquisition expenses will end on June 25, 2015 unless proof of match is provided prior to this date. No expenditure made before June 25, 2012 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 \$69,000 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 exceeds \$769,000. In no event will the CFF funds expended for this purchase exceed nine percent (9%) of the overall acquisition cost of the conservation easement. 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 2012 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.

<b>Acquisition</b>	<b>Percentage</b>	<b>Dollar Amount</b>
Conservation Futures – Boulton Farm Conservation Easement	9%	\$69,000
Project Sponsor	91%	\$700,000
Total Project Cost	100%	\$769,000
<b>Operations and Maintenance</b>	<b>Percentage</b>	<b>Dollar Amount</b>
Conservation Futures	N/A	\$0
Project Sponsor	N/A	\$0
Total Operations and Maintenance Cost	100%	\$0

**G. Unexpended Project Allocations**

Should unexpended 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 2012 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, 615 Sheridan St. Port Townsend, WA 98368 prior to fee simple acquisition of APN 902-362-003.

**K. Independent Contractor**

The Contractor and the County agree that the Contractor is an independent contractor with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither Contractor nor any employee of Contractor shall be entitled to any benefits accorded County employees by virtue of the services provided under this agreement. 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 Contractor, or any employee of Contractor. The Contractor shall not sublet or assign any of the services covered by this contract without the express written consent of the County or its authorized representative. Assignment does not include printing or other customary reimbursable expenses that may be provided in an agreement.

**L. 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.

**M. 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.

**N. 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.

**O. 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.

**P. 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.

**Q. 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.

**R. 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.

**S. 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 Boulton Farm project 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 \_\_\_\_\_ day of \_\_\_\_\_ 2014.

By \_\_\_\_\_  
John Austin, Chair  
Jefferson Board of County Commissioners

By Sarah Spaeth  
Sarah Spaeth  
Jefferson Land Trust

Attested:

\_\_\_\_\_  
Erin Lundgren, Clerk of the Board

Approved as to form:

David Alvarez 2/14/14  
David Alvarez, Chief Civil DPA