



Jefferson County Conservation Futures Program Manual
2011 Funding Cycle

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Mission of the Conservation Futures Program

The mission of the Jefferson County Conservation Futures Program is to provide a system of public open spaces, those open spaces being necessary for the health, welfare, benefit and safety of the residents of Jefferson County and the maintenance of Jefferson County as a desirable place to live, visit and locate businesses.

Conservation Futures Citizen's Oversight Committee Membership (as of December 6, 2010)

Phil Andrus
Herb Beck
Lige Christian
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Janet Kearsley
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Sarah Spaeth
Fred Weinmann
John Augustus Wood

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Overview

Jefferson County welcomes your application to the Conservation Futures Program (CF Program). Please do not hesitate to contact Jefferson County Environmental Health Department with questions at Ph: 360/385-9444, Fax: 360/379-4487 or tpokorny@co.jefferson.wa.us.

In July 2002, the county commissioners approved Conservation Futures Ordinance No. 06-07080-02, now codified at Jefferson County Code Section 3.08.030(7), in accordance with the Revised Code of Washington (RCW) Chapter 84.34. The ordinance establishes goals for the county's Conservation Futures Program and an allocation process for the conservation futures tax levy.

The purpose of the CF Program is to acquire open space lands, including green spaces, greenbelts, fish and wildlife habitat and trail rights-of-ways proposed for preservation for public use by municipalities, special purpose districts, and private non-profit corporations within the county. "Open space land" also includes farm, agricultural land and timber land [as those terms are defined in Ch. 84.34 RCW].

Each spring, the Conservation Futures Citizen Oversight Committee provides funding recommendations to the county commissioners who then decide which projects to fund. Projects may include fee-simple or any lesser interest or development right with respect to real property as well as operation and maintenance (O & M) activities. O & M projects must be linked to CF-funded acquisitions.

A 50% match is required for all project types. Match must be cash, land trades, the value of land to be traded, or other open spaces linked to the property under application. Open space, wildlife habitat, agricultural and timber lands are all eligible.

Section 3 Paragraph 10 of the ordinance requires that ownership of properties or easements will be held by public entities or others as defined in RCW 84.34.210, or government entities may choose to share title of a property with a non-profit nature conservancy corporation or association.

Applicants for projects may include the county, municipalities, park districts, state or federal agencies, private non-profit corporations or associations, and private individuals.

Project applicants must be represented by a local sponsoring organization based in Jefferson County. Potential sponsors include local governments, special purpose districts and non-profit corporations. A list of potential sponsors is available by contacting program staff. Project sponsors are responsible for the content and submission of the application, the presentation of project proposals to the CF Committee, organizing and hosting videotaped site visits, the stewardship plan and its implementation, and all contracting, reporting, and reimbursement obligations with Jefferson County.

Available funding is announced early in the calendar year and applications are made available through the Water Quality Division of

Jefferson County Environmental Health Department. Conservation Futures Funds monies can be the collateral, revenue stream or security for long-term financing (typically bonds) in a manner consistent with law. Public workshop(s) may be held prior to the start of the funding round. Staff is always available to answer questions from sponsors, applicants, and interested parties.

Applications are typically due the first Monday in March and sponsors present projects to the CF Committee and host site visits later that month. In April, the CF Committee meets to rank projects, determine recommended funding levels, and compose its overall recommendations to the BoCC. In June the BoCC makes its funding determinations. Funding for reimbursement is generally not available until August. At least every other year, the BoCC reviews the priorities expressed in the Conservation Futures Ordinance and the related scoring system. All meetings of the Conservation Futures Committee are open to the public. Citizens are encouraged to attend.

Conservation Futures Citizen Oversight Committee (CF Committee)

The CF Committee membership is intended to reflect a broad spectrum of interests and expertise. It includes at least two individuals from each commissioner district and at least nine citizens total. Anyone interested in applying for a seat on the committee is encouraged to contact the Board of County Commissioners Office (jeffbocc@co.jefferson.wa.us) and/or program staff.

Project Selection

The CF Committee ranks projects according to criteria designed to reflect the priorities expressed in the Conservation Futures Ordinance #06-0708-02. Please see the current application for specifics.

After the project presentations and site visits, each CF Committee member independently ranks each project on a preliminary basis. At the next meeting of the CF Committee, these scores are discussed and adjusted as needed to reflect the consensus that is reached. The committee then determines a rank order for the projects and develops a recommendation for allocating the available funding between projects and between capital expenses and O & M. Both the rank order and the funding recommendations are presented to the county commissioners at a regularly scheduled meeting, usually in June, and a public hearing is held.

Designation of grant awards may be made at this time or at a later date, at the discretion of the commissioners. Beginning in 2010, project sponsors were asked to sign a grant agreement with the county. Funds may be available as early as August. Please contact program staff for more information about the timing of funds availability.

Information Sources

The Conservation Futures Program is administered by the Commissioners Office with assistance from the Environmental Health Department Water Quality Division. Please note that the information contained in this manual is not intended as a

substitute for the statutes and ordinance governing the Jefferson County Conservation Futures Fund and Program, but rather should be read in conjunction with them.

Relevant sections of law are found in Revised Code of Washington, Chapter 84.34 (RCW 84.34) and the Jefferson County Conservation Futures Ordinance 06-0708-02.

To access RCW 84.34 online, visit www.leg.wa.gov/Help/helpwithsearch.htm and click on "Laws and Agency Rules".

The CF Ordinance and additional information are available online via the Conservation Futures website:

www.co.jefferson.wa.us/commissioners/Conservation/conservation.asp.

Contact program staff at Ph: 360/379-4498, Fax: 360/379-4487 or send an email to tpokorny@co.jefferson.wa.us.

Reimbursement

All grants are funded through the Jefferson County Conservation Futures tax levy and are local dollars for the purposes of match. Except in the case of escrow payments, sponsors must expend their own funds on eligible and allowable expenditures prior to requesting reimbursement. With sufficient lead time, an approved settlement statement, and a preliminary title report, CF funds may be made available to the title company shortly before closing for the direct costs of property acquisition and closing. Please discuss dates for closings and loan periods with program staff to help ensure that grant funds are ready and available when needed.

The project sponsor will commit to providing a matching contribution of no less than the amount of conservation futures funds awarded to the project before conservation futures tax funds are reimbursed to that sponsor. This contribution may consist of:

- cash
- land trades if the valuation of the land to be traded is established by a valuation arising from an appraisal generated by a Washington State Certified Licensed Appraiser (Member of the Appraisal Institute MAI);
- the cash value of the land to be traded, excluding Jefferson County conservation futures contributions; or
- other open spaces acquired within the previous two years that is situated either directly adjacent to or could, in the sole discretion of the county, be directly linked to the property under application.
- cost of appraisal, title insurance, closing costs, and other miscellaneous fees (*See Section 3.7 of the Conservation Futures Ordinance*)

Proof of match, stewardship plan(s), title reports, and proper documentation must be submitted before any funds are dispersed. Billings consist of two elements: expenditures and the non-reimbursable match of 50%. Expenditures are paid invoices submitted by the project sponsor to Water Quality Division accompanied by a completed Funding Request and Reimbursement Form (See Appendix A). All projects approved for CF funding are eligible for O & M funding. Non-reimbursable

match is the sponsor's documented contribution to the project. The billing package must be original and complete.

Match, provided in the form of open spaces acquired, in excess of the 1:1 requirement of the CF program may be available to future projects for a period of two years if, at the sole discretion of the county, the match properties may be linked to the new project application.

Billings may be received at any time during the project period. It is important to implement projects in as timely a manner as possible and also to bill in a timely manner.

If matching funds are not secured within three years, the project may be required to re-apply.

Jefferson County must pre-approve easement language and will add restrictive language to statutory warrantee deeds, or require the use of other legal instruments, to ensure conservation of project and match properties in perpetuity.

Compliance with All Laws

Project sponsors shall comply fully with the project agreement, grant program policies, County policies and all applicable federal, state and local laws, orders, regulations and permits.

Record Retention/Public Records Act

The project sponsor shall retain all books, records, documents, data and other materials relevant to the agreement for a minimum of six (6) years after the completion of the project. Documents related to the expenditure of CF funds, by way of example only, purchase and sale contracts, settlement documents, invoices, e-mails, expert reports and/or appraisals, are Public Records subject to disclosure in accordance with the Public Records Act, Ch. 42.56 RCW, if requested by a citizen or entity. All meetings and activities of the CF Committee are subject to the Open Public Meetings Act, Ch. 42.30 RCW. The public is always invited and encouraged to attend. Two observer comment periods are included in each agenda.

Acquisition Projects

Project applications for the acquisition of property must meet the following threshold criteria in order to be considered for funding. Each application will receive an initial screening to make sure that it is in compliance. Applicants are encouraged to submit pertinent materials and documents, as appropriate, in addition to those items required.

Project Eligibility

- ___ Proposed acquisitions must have a willing seller.
- ___ The property, or property right, must be eligible for purchase as defined by state law, RCW 84,34.210 (i.e. "...protect, preserve, maintain,

improve, restore, limit the future use of, or otherwise conserve, selected open space land, farm and agricultural land, and timber land...”).

- ___ Conservation Futures funds **cannot** be used to acquire property, or a property right, that will be used for active recreation purposes (including but not limited to sports fields, playgrounds, recreation centers, swimming beaches or pools, motorized boat launches).

- ___ Conservation Futures funds **cannot** be used for passive development of a site. For the purposes of this application, passive improvements include, but are not limited to, trails, interpretive centers, viewpoints, picnic areas, access, restrooms, landscaping and parking.

Applicant Eligibility

Eligible applicants include the County, municipalities, Park Districts, State or federal agencies, private non-profit corporations or associations, and private individuals.

Sponsor Eligibility

All applicants must have a local sponsor. Eligible sponsors include the County, municipalities, Park Districts, or private non-profit corporations based in Jefferson County. A current, but not necessarily comprehensive, list of eligible local sponsors may be requested from program staff.

Eligible Capital Project Expenditures: See also Section 3.7 of the Conservation Futures Ordinance

Capital project expenditures or match may include:

- ___ Costs of acquiring real property, including interests in real property
- ___ Cost of related relocation of eligible occupants (includes administration)
- ___ Cost of appraisal
- ___ Cost of appraisal review
- ___ Cost of title insurance
- ___ Closing costs
- ___ Pro rata real estate taxes
- ___ Recording fees
- ___ Compensating tax
- ___ Hazardous waste substances reports
- ___ Directly related staff and administrative costs (These are limited to 5% of the total cost of the project.)
- ___ Related legal costs excluding the cost of preparing application for conservation futures funds.
- ___ Baseline documentation
- ___ Boundary survey
- ___ Cultural resources review (survey, excavation, on-site monitoring and data recovery)

Conservation futures tax levy funds may not be used to acquire any real property or interest in real property therein through the exercise of the power of eminent domain.

Eligible Operations & Maintenance Expenditures – Please note: Total O & M awards are limited to 15% of the conservation futures funding available in any year – contact staff for details

Operations & Maintenance expenditures or match may include, but are not limited to:

- Cultural resources review (survey, excavation, on-site monitoring and data recovery)
- Demolition
- Fencing (if needed for public safety or resource protection)
- Noxious weed control (initial control, up to \$75 per acre)
- Signage
- Special site-specific reports (e.g. stewardship reports)
- Wetland identification and/or delineation

Stewardship Plan

Prior to reimbursement, sponsors must provide a stewardship plan that describes how the property, or property right, will be maintained over time. Costs for stewardship plans are eligible for operations and maintenance reimbursement only under “Special Reports” (not as a capital acquisition expense).

Title Report and Title Insurance

Please make county staff aware of issues that could affect the title report and provide updates as they are generated. A title report and title insurance are to be issued in conjunction with the property transaction.

Appraisals

Successful applicants must provide an independent appraisal (standard, narrative or M.A.I.) from a Washington State Certified Licensed Appraiser if the estimate of value exceeds the assessed value at the time that reimbursement is requested. In no case shall conservation futures funds dispersed exceed the grant amount awarded by the BoCC. No appraisal is required for properties assessed at \$20,000 or less.

The appraisal must:

- be no more than 1 year old. A Supplemental Update by the original appraiser may be required, at the discretion of the county, if the appraisal is more than six months old.
- include a current Title Report provided at the time of the most current appraisal or update.
- if timber, mineral or aquatic resources are to be included as value to the appraisal, then the appraisal shall include a separate timber, mineral or aquatic resources evaluation of value,
or
- an opinion of value from a qualified representative of the real estate industry or recent valuation from the Jefferson County Assessor’s Office may be used when the total assessed value does not exceed \$20,000.

Review Appraisals

No appraisal review is required of the sponsor by the CF program. However, the CF Committee and/or the County may choose to select an appraisal for independent review for any reason.

Project Implementation

At the time of purchase or the signing of a “purchase and sale agreement”, the appraisal must be no more than a year old unless an extended period is requested and approved by the county, up to a total of 18 months.

Application and Attachment Requirements for Acquisition Projects

All requested materials must accompany the application upon submission:

- ___ Proof of Willing Seller: A “Willing Seller” letter confirming that the current owner of the property proposed for acquisition is willing to sell.
- ___ Estimate of Value: A county assessment, certified appraisal of value, and/or an estimate of value from the project sponsor.
- ___ Site Location Map: On a Jefferson County base map, or on a map of the sponsoring agency’s jurisdictional boundaries, clearly identify the location of the proposed acquisition.
- ___ Project Boundary Map: On a quarter-section map or other map of sufficiently large scale, identify the boundaries of the proposed project.
- ___ Color Images: Provide six (6) digital images of the property proposed for acquisition. The images should show flora, terrain, waterfront, man-made features, access roads, wetlands, unique characteristics, etc. Please include captions and an aerial view, if available.
- ___ Development Plan or Narrative: Provide a schematic or master plan map of the project site showing proposed uses and improvements, if applicable.
- ___ In addition, if the application sponsor is a private non-profit organization, attachments must also include:
 - ___ Proof of 501(c)(3) Status
 - ___ Current Budget
 - ___ Board Roster
 - ___ Organization Chart or Staff Roster
 - ___ Most Recent Financial Statements (audited if possible)
- ___ Copy of minutes or resolution documenting official action to submit application for proposed acquisition. If more than one project is submitted from the same sponsor, the minutes or resolution should indicate the project priority and how it was determined.

Operation and Maintenance Funding

Availability of Funds for O & M

Only projects that are acquired using conservation futures funds are eligible for O & M funding. Requests for O & M funding should not exceed the available limit (consult with program staff). Approved disbursements for operation and maintenance of interests in real property purchased with conservation futures tax levy monies shall not in any particular year be greater than fifteen percent (15%) of the conservation futures tax levy monies raised in the preceding year.

Project Eligibility

Operation and maintenance funding may be used for any property acquired with Conservation Futures funds. Conservation futures tax levy funds appropriated for O & M or interests in real property shall not supplant or replace any existing funding for maintenance and operation of parks and recreational lands.

Applicant Eligibility

Eligible applicants include the County, municipalities, Park Districts, State or federal agencies, private non-profit corporations or associations, and private individuals.

Sponsor Eligibility

All applicants must have a local sponsor. Eligible sponsors include the County, municipalities, Park Districts, or private non-profit corporations based in Jefferson County.

Application and Attachment Requirements for O & M Projects

All requested materials must accompany the application upon submission. If an item is irrelevant to the project at hand, please explain why this is so.

- ___ Proof of Willing Seller: A "Willing Seller" letter confirming that the current owner of the property proposed for acquisition is willing to sell.
- ___ Estimate of Value: A County assessment, certified appraisal of value, and/or an estimate of value from the project sponsor.
- ___ Site Location Map: On a Jefferson County base map, or on a map of the sponsoring agency's jurisdictional boundaries, clearly identify the location of the proposed acquisition.
- ___ Project Boundary Map: On a Quarter-section map or other map of sufficiently large scale, identify the boundaries of the proposed project.
- ___ Color Images: Provide six (6) digital images of the property proposed for acquisition. The images should show flora, terrain, waterfront, man-made features, access roads, wetlands, unique characteristics, etc. Please include captions and an aerial view, if available.
- ___ Development Plan or Narrative: Provide a schematic or master plan map of the project site showing proposed uses and improvements, if applicable.
- ___ In addition, if the application sponsor is a private non-profit organization, attachments must also include:
 - ___ Proof of 501(c)(3) Status

- ___ Current Budget
- ___ Board Roster
- ___ Organization Chart or Staff Roster
- ___ Most Recent Financial Statements (audited if possible)
- ___ Copy of minutes or resolution documenting official action to submit application for proposed acquisition. If more than one project is submitted from the same sponsor, the minutes or resolution should indicate the project priority and how it was determined.

Budget and Timeline

Attached to the first Annual Reporting Form must be a budget and timeline for expenditure of O&M funding for the succeeding ten (10) years measured from the date of approval by the BoCC.

Documentation of Match

A match of 50% must be documented with each invoice. Match guidelines are identical for acquisition and O & M proposals (see especially Section 3; paragraph 5 of the CF ordinance). In-kind labor cannot be used as match.

Reporting

Any project sponsor receiving O & M funds is required to submit a report each October until those funds are expended. An expenditure summary that provides the following information must accompany billing:

- 1) Date the payment was made.
- 2) The vendor and/or employee to whom the payment was made.
- 3) A description of what was purchased or what work and/or services were performed; provide a description of what service or work was performed for the payroll costs or by the sub-contractor.

Application and Attachment Requirements for O&M Projects

To apply for O & M funding for a project previously purchased using CF Funds, use the standard application form. In question #1, refer to the original project title and year that the project was approved followed by "O & M Request Only". If you feel that a question is irrelevant to the project at hand, please explain why.

Required Meeting and Site Visit

Project sponsors are required to make a presentation to the CF Committee and host a visit to the project site. The visits are videotaped by county staff. These are usually scheduled in mid- to late March.

Grant Notification and Agreement

Sponsors will be notified by staff of grant awards as soon as possible after the BoCC makes their decision, usually in June. Sponsors will then be asked to sign a project

agreement with Jefferson County. An informational template is provided with this manual.


Annual reports

Sponsors are required to submit a brief progress report by October 30 every year for three years after the acquisition funds are disbursed to the applicant, whichever is later. The progress report must address any changes in the project focus or purpose, progress in obtaining matching funding, and stewardship and maintenance. Sponsors receiving O&M funds will also submit an annual report for each year that O&M funds are expended. The Committee will use the information to develop a project "report card" that will be submitted annually to the Board of County Commissioners. A report format template is included with this manual and will be provided to the project sponsor electronically.

Program Suggestions

Suggestions for program improvements are always welcome and may be provided to the Conservation Futures Committee by letter or email via staff at the contact information on page 3. Every CF Committee meeting also includes two public comment periods. Meeting times are provided in newspapers and on the program website.

Appendix A

Jefferson County Conservation Futures Program c/o Jefferson County Water Quality Division 615 Sheridan Street Port Townsend, WA 98368 	Conservation Futures Funding Request and Reimbursement Form						
	Project Name:				Date:		
	Project Sponsor:						
	Billing Period:						
	Is this the final billing? Yes [] No [] Invoice Number []						
	Sponsor's Certificate: I hereby certify under penalty of perjury that the items and total listed and attached herein are proper charges for materials, merchandise or services furnished and/or services rendered have been provided without discrimination because of age, sex, marital status, race, creed, color, national origin, handicap, religion or Vietnam or disabled veterans status. BY _____ Title Date						
Categories (attach detailed lists and receipts)	To Be Completed By Sponsor						
	Project Agreement	Previous Expenditures To Date			Costs For This Billing		
		Expenditures	Non-Reimbursable Match	Total	Expenditures	Non-Reimbursable Match	Total
Land Totals							
O & M Totals							
Funding and Expenditure Formula (For CF Program Staff Use ONLY)							
Agreement Information				Previous CF Reimbursements			
Match Source	Date	Notes		Total Billed			
				CF Share Billed			
				CF Share Approved			
				Match Owed Balance			
				CF Share Retained			
				CF Share Paid			

**JEFFERSON COUNTY CONSERVATION FUTURES PROGRAM
PROJECT AGREEMENT TEMPLATE**

Project Sponsor:

Project Title:

Project Number:

Approval: Resolution _____ on _____

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 _____, 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 _____ project. Conservation Futures Fund (“CFF”) from Jefferson County in an amount not to exceed \$_____ will be used towards the goal and objectives listed in the last paragraph under question #__ found on page __ of the _____ application for the CFF monies.

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

F. Project Funding

The total grant award provided by the Jefferson County CFF for the Project shall not exceed \$_____ and Jefferson County CFF shall not pay any amount beyond that approved herein for funding of the Project. In no event will the CFF funds expended for this purchase exceed _____ percent (___%) of the overall costs (\$_____) listed in the 2011 Conservation Project Application for the _____ project. This Project is eligible for reimbursement of _____ expenditures as described in the Jefferson County Conservation Futures Program Manual for 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 in “C”.

Acquisition	Percentage	Dollar Amount
Conservation Futures – _____	_____ %	\$ _____
Project Sponsor	(not less than 50) %	\$ _____
Total Project Contribution Cost	100%	\$ _____
Operations and Maintenance	Percentage	Dollar Amount
Conservation Futures – _____	_____ %	\$ _____
Project Sponsor	(not less than 50) %	\$ _____
Total Operations and Maintenance Cost	100%	\$ _____

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. Transfer or Conveyance of Title or Ownership

Projects carried out in whole or part with Conservation Futures Funds shall not be transferred or conveyed to third parties unless the document or instrument reflecting the transfer of title or ownership reflects a written provision or clause providing that the land or interest in land shall be continued to be used for the purposes of Jefferson County Code Chapter 3.08 and in strict conformance with the uses authorized under RCW 84.34.230.

That same written provision or clause shall also contain language that the land or interest in land shall not be converted to a different use unless and only if other equivalent lands within the geographic jurisdiction of the governmental agency are received by the conveying party (the Grantor) in exchange for the lands or interest in lands being conveyed.

I. 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.

J. 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.

K. 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 commencing employment.

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 County whether the project for which they are made is executed or not. The Sponsor shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with 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:

1. the disputed issue(s),
2. the relative positions of the parties, and
3. 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.

T. Subcontracting

The Sponsor shall not enter into subcontracts in connection with this project for any of the work contemplated under this contract without obtaining prior written approval from the County. Prior written consent by the County shall not be unreasonably withheld.

U. 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.

V. 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.

W. Project Grant Agreement Representative

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

Project Contact

Conservation Futures Program

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.

X. 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.

Y. Effective Date

This agreement, for the _____ project shall be effective upon signing by all parties.

Z. Venue:

Venue for any litigation arising from this Project Agreement shall be only in the Superior Court In and For Jefferson County.

DATED this _____ day of _____ 2011.

By _____
David Sullivan, Chair
Jefferson Board of County Commissioners

By _____
Sponsor

Attested _____
Clerk of the Board

Approved as to form:

David Alvarez, Chief Civil DPA

**Jefferson County Conservation Futures Program
Annual Project Reporting Form Template**

1. Project Sponsor:
2. Project Title:
3. Project Number:
4. Status:
5. Approval Date:
6. Project goals and objectives:

7. Parcel number(s):

8. Total acreage:
9. Easement:
 - Title:
 - Seller:
10. Fee Simple
 - Seller:
11. Month and year that CF funding was awarded:

12. a). Purchase price: b). Total project cost:
13. Amount of CF award:
14. Month and year of acquisition:
15. Entity holding title:
16. Entity responsible for stewardship:
17. Plans or agreements pertaining to this acquisition:

18. O& M funds received since acquisition (list by year):

19. Existing and on-going activities and projects (for each O & M activity that has occurred since October 1 of the previous year, please provide supporting documentation):

20. New events, activities, projects (for each O & M activity that has occurred since October 1 of the previous year, please provide supporting documentation):

21. Needs and challenges:

22. General progress towards project's objectives:

Completed by:

Title:

Organization:

Signature

Date

Appendix B

