



Jefferson County Conservation Futures Program Manual
2020 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 September 4, 2019)

Phil Andrus, Citizen, District #2
Mary Biskup, Citizen, District #1
Scott Brinton, Interest – Agriculture
Lige Christian, Citizen, District #3
JD Gallant, Citizen, District #3
Joanne Pontrello, Citizen, District #2
Rob Harbour, Interest – Working Lands
Ray Hunter, Interest – Fallow Farms
Richard Jahnke, Interest – Coastal Areas
Craig Schrader, Interest – Climate Change
Lorna Smith, Interest – Ecotourism
Dave Seabrook, Interest – Food Security
David Wilkinson, Citizen, District #1

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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. The Conservation Futures Program website address is <http://www.co.jefferson.wa.us/commissioners/Conservation/conservation.asp>.

In July 2002, the county commissioners approved the Conservation Futures Ordinance, now codified at Jefferson County Code Section 3.08 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, trail rights-of-ways, agricultural land and timber land (as those terms are defined in Ch. 84.34 RCW). 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 minimum 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. The project sponsor must sign a grant agreement with the county (see Appendix A). County code (JCC 03.08.030(10)) requires that properties or easements be held by public entities or others as defined in RCW 84.34.210. Government entities may choose to share title of a property with a non-profit nature conservancy corporation or association. Public open spaces must be available on the same conditions to all residents of the county for the benefit of all Jefferson County residents and visitors. 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. A project sponsor is responsible for the content and submission of the application, organizing and hosting a site visit, making a formal project presentation to the CF Committee, 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 provided by Jefferson County Environmental Public Health. Conservation Futures Fund 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.

This year, applications will be due Friday, March 27th, 2020 and sponsors host site visits and present projects to the CF Committee later in March and in April. Information about the application period is posted on the program website, announced in local newspapers and via email, and available by contacting program staff. In April or May, the CF Committee meets to rank projects, determine recommended funding levels, and compose its overall

recommendations to the Board of County Commissioners (BoCC). The BoCC typically makes award determinations in July. Funding for reimbursement is generally not available until August or later. At least every other year, the BoCC reviews the priorities of the Conservation Futures Program and the project ranking process. 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 evaluates and ranks project applications according to criteria designed to reflect the priorities expressed in the Jefferson County Code Section 03.08.040. This evaluation process has five (5) distinct phases as follows:

1. Written project application: Each CF Committee member (CFCM) independently reads and assesses each application and prepares any necessary clarification questions.
2. Site visits: Each CFCM **must** attend the project site visits (or view a video of the site visit), where the applicant and/or the project sponsor will present the layout of the project with reference to the written application and site maps. Additional questions posed by committee members will be answered during this site visit.
3. Oral presentation of the project: Each CFCM **must** attend this meeting in which the project sponsor presents the project and answers questions posed by the committee members. Following the oral presentations, a deadline will be established for CFCMs to submit additional questions to applicants (via county staff). After this set deadline for additional questions, a second deadline will be established for the receipt of all answers from applicants. After this second deadline no further additional information may be requested, received or considered by the committee.
4. Submission of project ranking form: Each CFCM submits to county staff member a form, which consists of questions that ask how well, in the committee member's judgement, an applicant meets the criteria for approval and funding. The committee member assigns a numerical "score" (within a range predetermined by the CF Committee) for each of the questions. These question "scores" are totaled for an overall evaluation "score". A committee composite "score", for each project application is obtained by taking the average of the "scores". If a project application's composite "score" is 70% of the total possible numerical value for a project "score" the project is considered worthy of funding (i.e. eligible for). Projects "scoring" below 70% of the total possible numerical value for a project "score" are not considered for funding unless compelling reasons for funding arise in the final evaluation phase.
5. Ranking and recommendation for funding of project applications: Each project application judged eligible in phase #4 is discussed, bringing into focus information garnered from phases 1 through 4. All project applications are compared and a final ranking and funding recommendation may be determined for each of the project applications and submitted to the Board of County Commissioners. The Committee will provide justification to the Commissioners for any and all changes from the numerical ranked order.

Information Sources

The Conservation Futures Program is administered by the Commissioners' Office with assistance from the Environmental Public Health Department. Please note that the information contained in this manual does not supersede the statutes governing the Jefferson County Conservation Futures Fund and Program, and 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 Code (JCC 03.08).

To access RCW 84.34 online, visit www.leg.wa.gov/Help/helpwithsearch.htm and click on "Laws and Agency Rules." The Jefferson County Code is available online at <http://www.codepublishing.com/WA/JeffersonCounty>.

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. 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 JCC 3.08.030(5).*)

The funding request, reimbursement form and back up documentation may be submitted 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. Deeds and conservation easement documents must be recorded by the Jefferson County Auditor's Office within 30 days of closing.

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 ten (10) 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. Multi-year acquisition projects are permitted but require additional justification.

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 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 JCC 3.080.030(7))

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
- 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 materials must be submitted electronically as a PDF to tpokorny@co.jefferson.wa.us except as noted below and specified in the application:

- ___ 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) different views of the property proposed for acquisition. The images should show vegetation, 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) 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. In-kind labor cannot be used as match.

Reporting

Any project sponsor receiving O & M funds is required to submit a report each December 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 host a visit to the project site and make a formal presentation to the CF Committee. The presentation should begin with an introductory project description and be organized according to the sequence of questions listed on the Rating Sheet. Site visits are videotaped by county staff.

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 July. Sponsors will then be asked to sign a project agreement (**Appendix A**) with Jefferson County. An informational template is provided with this manual.

Annual Reports

Sponsors are required to submit an annual report by December 3^{1st} every year from the date of award until three years after the CF funds are disbursed. Sponsors receiving O&M funds will also submit an annual report for each year that O&M funds are expended. An annual report template is included with this manual and will be provided to the project sponsor electronically. The progress report must address changes in the project focus or purpose, progress in obtaining matching funding, and stewardship and maintenance, as applicable.

Program Changes

Project sponsors are expected to implement funded projects as described in their application to the CFF. However, occasional changes may be necessary to a given project's success. This section describes the process by which a project sponsor can initiate a request for change. A change occurs whenever the language contained in the application to the Conservation Futures Fund no longer accurately or fully describes the project.

The Committee prefers that project change requests be presented as follows:

1. Send a “letter”, addressed to the CF Committee, to the program staff’s email that describes the desired change and its rationale in as much detail as possible. Also, characterize the level of urgency for addressing the possible change. If at all possible, provide this information at least two weeks ahead of the next scheduled full committee meeting for possible inclusion on the draft agenda.
2. Reflect the proposed change in a Microsoft Word version of the original conservation futures application, and the County/Sponsor resolution or agreement (as applicable), using Track Changes. Label new attachments with the current date. Attach the document(s) to the email described above.
3. When the change request is included on a draft agenda, the sponsor should make every effort to attend that meeting in person or by phone.
4. If the need for change is urgent, the Chair may call a special, ad hoc, meeting.
5. The following requests are considered particularly significant:
 - a. Parcel substitution
 - b. Increase in funding amount
 - c. Reduction in percentage match
 - d. Loss of conservation value

The CF Committee shall:

1. Review the request for change and ask questions of the project sponsor, as needed.
2. Engage in discussion about the proposed change.
3. Formulate and vote, consistent with the bylaws, on a motion to accomplish one or more of the following:
 - a. Draft a statement to recommend the change for approval by the BoCC in its current form
 - b. Ask the project sponsor to revise and resubmit the change request for a future meeting
 - c. If the need for change is urgent, the Chair may call a special, ad hoc, meeting
 - d. Reject the change and submit a statement to the BoCC to accompany the request

Staff shall:

1. Work with the project sponsor and Committee chair to refine or clarify the change request ahead of its presentation at the next Committee meeting, as needed.
2. Forward the change request and Committee recommendations to the BoCC for final determination at a regularly scheduled meeting.
3. Work with the Committee, and subcommittee(s) as applicable, to learn from the change and determine if related updates to program materials are needed.

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

PROJECT AGREEMENT

(template only)

Project Sponsor:

Project Title:

Project Number:

Approval: Resolution No. xxx on xxx, 2020

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 _____ (Sponsor), xxxxx, xxxxx, WA 983xx, 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 2020 Conservation Project Application for the xxx. Conservation Futures Fund (“CFF”) from Jefferson County in an amount not to exceed \$xxx will be used towards fee simple acquisition, by xxx, of the real property known in the records of the Jefferson County Assessor as APN#s xxxx for acquisition expenses, and \$xxx to reimburse for operations and maintenance expenses. The matching amount is provided by xxx. *Description of conservation easement or language in SWD (as applicable).*

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 xxxx xx, 2019. The Project reimbursement period for acquisition expenses will end on xxx xx, 2022 unless proof of match is provided prior to this date. No expenditure made before xxx xx, 2019 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 \$xxxxx 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 \$xxx,xxx. In no event will the CFF funds expended for this purchase exceed xxx percent (xx%) of the overall acquisition cost of APN xxx-xxx-xxx. 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 2019 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	O & M	Totals	%
Conservation Futures –	\$	\$	\$	%
Project Sponsor Contribution	\$	\$	\$	%
Totals	\$	\$	\$	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. 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 2019 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

J. Contractor shall indemnify and hold harmless the County, its officers, and employees, from and against all claims, losses or liability, or any portion thereof, including reasonable attorney’s fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to Contractor’s own employees, or damage to property occasioned by a negligent act, omission or failure of the Contractor. Contractor shall be liable only to the extent of Contractor’s proportional negligence. The Contractor specifically assumes potential liability for actions brought against the County by Contractor’s employees, including all other persons engaged in the performance of any work or service required of the Contractor under this Agreement and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the state industrial insurance law, Title 51 R.C.W. The Contractor recognizes that this waiver was specifically entered into pursuant to provisions of R.C.W. 4.24.115 and was subject of mutual negotiation.

K. Insurance

The Sponsor shall secure and maintain in force throughout the duration of this contract policies of insurance as follows:

If and only if the Sponsor employs any person(s) in the status of employee or employees separate from or in addition to any equity owners, sole proprietor, partners, owners or shareholders of the Sponsor, Worker’s Compensation Insurance in an amount or amounts that are not less than the required statutory minimum(s) as established by the State of Washington or the state or province where the Sponsor is located.

Commercial Automobile Liability Insurance providing bodily injury and property damage liability coverage for all owned and non-owned vehicles assigned to or used in the performance of the work for a combined single limit of not less than \$500,000 each occurrence with the County named as an additional insured in connection with the Sponsor's performance of the contract.

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:

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

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

- * Certificate of Insurance;
- * Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.

The County shall be named as an additional insured party under this policy.

Certificates of coverage as required by this section shall be delivered to the County within fifteen (15) days of execution of this agreement.

Any deductibles or self-insured retention shall be declared to and approved by the County prior to the approval of the contract by the County. At the option of the County, the insurer shall reduce or eliminate deductibles or self-insured retention or the Sponsor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

The Sponsor shall include all subcontractors as insured under its insurance policies or shall furnish separate certificates and endorsements for each subcontractor. All insurance provisions for subcontractors shall be subject to all of the requirements stated herein.

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

It is agreed by the parties that insurers shall have no right of recovery or subrogation against the County (including its employees and other agents and

agencies), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the above described insurance. It is further agreed by the parties that insurance companies issuing the policy or policies shall have no recourse against the County (including its employees and other agents and agencies) for payment of any premiums or for assessments under any form of policy. It is further agreed by the parties that any and all deductibles in the above described insurance policies shall be assumed by and be at the sole risk of the Sponsor.

It is agreed by the parties that judgments for which the County may be liable, in excess of insured amounts provided herein, or any portion thereof, may be withheld from payment due, or to become due, to the Sponsor until such time as the Sponsor shall furnish additional security covering such judgment as may be determined by the County.

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

Any coverage for third party liability claims provided to the County by a "Risk Pool" created pursuant to Ch. 48.62 RCW shall be non-contributory with respect to any policy of insurance the Sponsor must provide in order to comply with this Agreement.

If the proof of insurance or certificate indicating the County is an "additional insured" to a policy obtained by the Sponsor refers to an endorsement (by number or name) but does not provide the full text of that endorsement, then it shall be the obligation of the Sponsor to obtain the full text of that endorsement and forward that full text to the County.

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

L. Independent Contractor

The Sponsor and the County agree that the Sponsor 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 Sponsor nor any employee of Sponsor 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 Sponsor, or any employee of Sponsor. The Sponsor 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.

M. 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.

N. 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.

O. 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 ten (10) years after the date of the final payment to Sponsor. Copies shall be made available upon request.

P. 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.

Q. 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.

R. 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.

S. 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.

T. 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. 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.

U. 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.

V. Agreement Representatives

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

Sponsor Contact

Conservation Futures Program Contact

Jefferson County Environmental
Public 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.

W. 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.

X. Effective Date

This agreement, for the xxxxx (project) shall be effective upon signing by all parties.

Y. 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 _____ 2020.

By _____
Kate Dean, Chair
Jefferson Board of County Commissioners

By _____

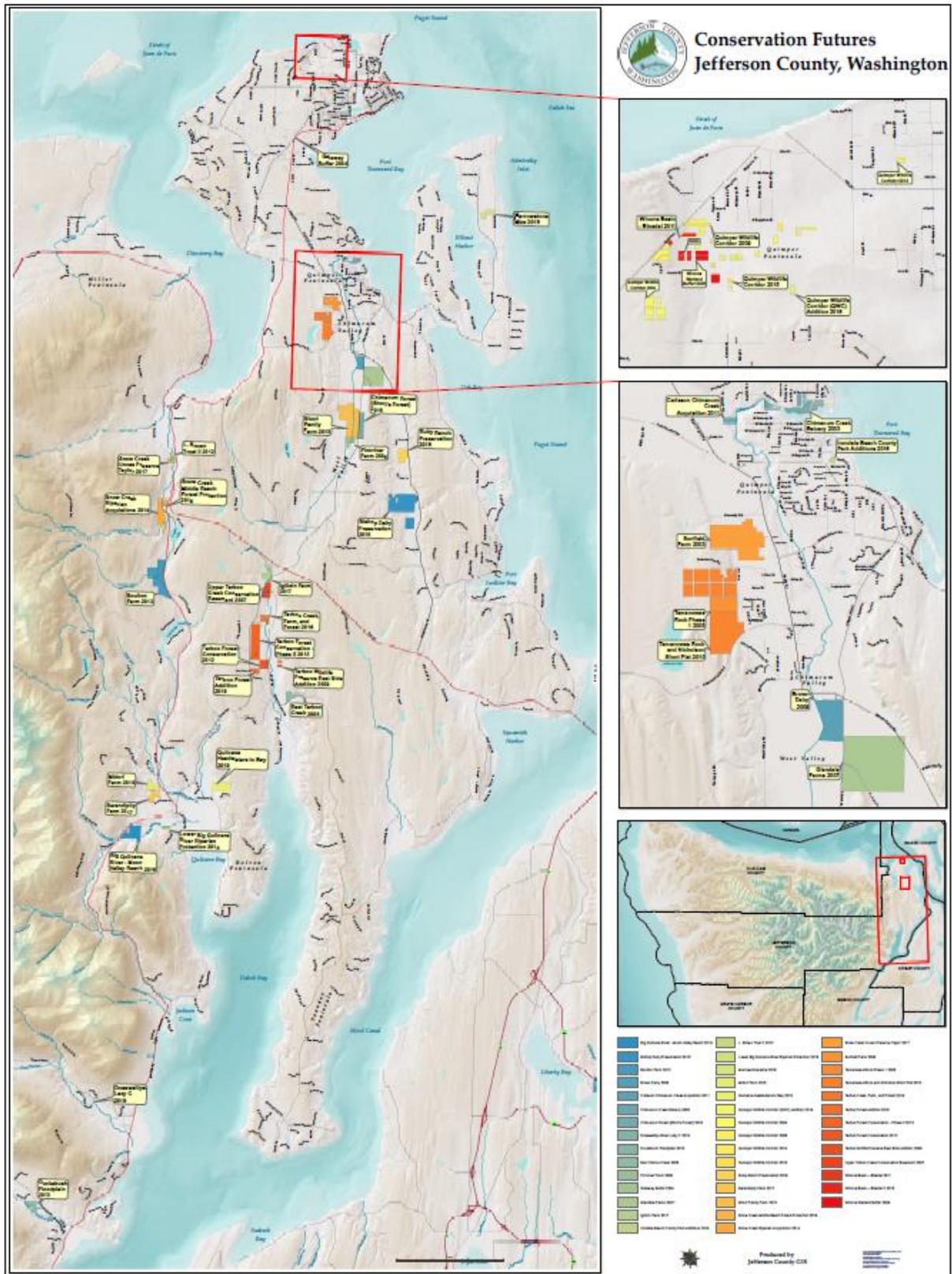
Attested:

Carolyn Gallaway, Deputy Clerk of the Board

Approved as to form:

Philip Hunsucker, Chief Civil DPA

Appendix B



Appendix C

DEFINITIONS

“Conservation futures citizen oversight committee” means the Jefferson County conservation futures citizen oversight committee established under this chapter.

“Conservation futures fund” means the Jefferson County conservation futures fund established under this chapter.

“Conservation futures tax levy” means that Jefferson County tax levy upon all taxable property in Jefferson County authorized by RCW [84.34.230](#).

“County” means Jefferson County and/or its conservation futures citizen oversight committee.

“Cultural resources” means archeological and historic sites and artifacts, and traditional religious ceremonial and social uses and activities of affected Indian Tribes and mandatory protections of resources under chapters 27.44 and 27.53 RCW. “Open space land” means the fee simple or any lesser interest or development right with respect to real property including, but not limited to, conservation futures, easements, covenants or other contractual rights necessary to protect, preserve, maintain, improve, restore, limit the future use of or conserve selected open space land, farm and agricultural land and timber land (as those terms are defined in Chapter [84.34](#) RCW).

“Project” means open space land, or any lesser interest or development right in specific real property, to which Jefferson County conservation futures tax levy funds are allocated for acquisition under the procedure outlined under this chapter. [Ord. 1-14 § 1; Ord. 6-02 § 1]

“Silviculture” means the practice of controlling the establishment, growth, composition, health, and quality of forests for the production of forest products.