



Jefferson County Conservation Futures Program Manual

2022 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 November 30, 2021)

- Phil Andrus, Citizen, District #2
- Mary Biskup, Citizen, District #1
- Scott Brinton, Interest – Agriculture
- Vacant, Citizen, District #3
- Guy Dobyns, Citizen, District #3
- Joanne Pontrello, Citizen, District #2
- Rob Harbour, Interest – Working Lands
- Richard Jahnke, Interest – Coastal Areas
- Craig Schrader, Interest – Climate Change
- Lorna Smith, Interest – Ecotourism
- Dave Seabrook, Interest – Food Security
- Ron Rempel – Wildlife Conservation Biology
- David Wilkinson, Citizen, District #1

Table of Contents

Overview.....	3
Conservation Futures Citizen Oversight Committee (CF Committee).....	4
Project Selection.....	4
Information Sources.....	4
Reimbursement	5
Compliance with All Laws.....	5
Record Retention.....	6
Acquisition Projects.....	6
Operation and Maintenance (O&M).....	9
Required Site Visit.....	11
Required Meeting.....	11
Annual Reports.....	11
Project Changes.....	12
Program Suggestions.....	13
Forms and Templates.....	APPENDIX A
Project Agreement Template	
Annual Report Form Template	
<i>Please note: The 2022 CF Application and Scoresheet are available separately from program staff.</i>	
Map of Approved Projects.....	APPENDIX B
Definitions.....	APPENDIX C

Overview

Jefferson County welcomes your application to the Conservation Futures Program (CF Program). Please do not hesitate to contact the program coordinator at Jefferson County Public Health with questions at Ph: 360/379-4498 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, 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 a past, or proposed, CF-funded acquisition.

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 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 County contracting, reporting, and reimbursement requirements.

Available funding is announced early in the calendar year and applications are provided by Jefferson County 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 and are available by request throughout the year. The program coordinator is always available to answer questions from sponsors, applicants, and interested parties.

This funding cycle, applications will be due Friday, March 25th, 2022 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 the program coordinator. 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 the program coordinator at Public Health.

Project Selection

The CF Committee scores 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). Questions may be posed by committee members and answered during this site visit or they may be held until the project presentations meeting.
3. Oral presentation of the project: Each sponsor and CFCM **must** attend this meeting during which the project sponsor(s) present their project(s) and answer 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 score sheets: Each CFCM submits to the program coordinator a form for each project consisting 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 and it is weighted by a predetermined multiplier. Individual scores for each project are recorded in a spreadsheet by the program coordinator. This spreadsheet is emailed to Committee members as soon as all the scores are available and entered as soon as possible ahead of the meeting to rank projects.
5. During the meeting to rank projects, Committee members will have an opportunity to ask questions of each other about scoring choices and interpretations of specific questions and may adjust their scores as desired. Afterwards, 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" or greater, 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.
6. 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 and in light of current funds available to the cycle. 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 in a memo from the CF Committee chair or vice chair. 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 Public Health. 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 <https://app.leg.wa.gov/rcw>. The Jefferson County Code is available online at <http://www.codepublishing.com/WA/JeffersonCounty>.

Contact the program coordinator at ph: 360/379-4498, fax: 360/379-4487 or email tpokorny@co.jefferson.wa.us.

Reimbursement

All grants are funded by the Jefferson County Conservation Futures tax levy. After a public hearing is held, one or more project award resolutions may be passed by the Board of County Commissioners, usually in June or July. Project agreement(s) (**Appendix A**) between the County and the project sponsor are then developed to include the full scope of work as described in the original or updated application. A final draft grant deed of conservation easement or statutory warranty deed is requested to serve as an attachment to the agreement along with the project application and that year's program manual.

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, the qualifying property appraisal, and the required documentation of the matching contribution, CF funds may be made available to the title company shortly before closing for the direct costs of property acquisition. Please discuss dates for closings with the program coordinator to help ensure that grant funds are ready and available when needed.

The project sponsor will commit to providing a matching contribution consistent with the project application, and 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).*)

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.

Conservation Futures language pre-approved by Jefferson County is required to be included in conservation easement documents or statutory warranty deeds in order to ensure adequate protections for project and match properties, and the public interest, 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 agreements, 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.

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 one or more PDF files to tpokorny@co.jefferson.wa.us:

- ___ 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.

Combination Acquisition/O & M Projects

Projects that involve acquisition and O & M expenses are allowed and require that both sets of application materials be submitted

Operations and Maintenance Projects (combination or standalone)

Statement of Priority with regard to standalone O & M projects

Due to the urgent need to protect farm, forest, habitat, and open space lands, the current priority of the Conservation Futures program is to fund high quality acquisition projects. Operations and Maintenance funding for completed acquisition projects may be approved in exceptional cases, when funding is available.

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 to be acquired, or previously 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.

Eligible Operations & Maintenance Expenditures – Please note: (with acquisition request or standalone for past projects) – Please note: Total O & M awards are limited to 15% of the revenue to the Conservation Futures Fund in the previous year.

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

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.

- Narrative description of how the requested funds will support specific O & M activities; what problems or stewardship needs will be addressed by the project; how the proposed O & M activities will help implement the current Stewardship Plan for the site; probable phasing of project activities; and other information that will help describe the need for and scope of the project.
- Simple budget describing how requested funds will be used and the source of matching funds.
- 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 activities.
- 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 images of portions of the property proposed for O & M activities. Please include captions, if available.
- Plan, map, or aerial photo of the project site showing proposed areas of maintenance or improvements, if applicable.
- Copy of minutes or resolution documenting official action of project sponsor to submit application for project funding. 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.

Documentation of Match

A match contribution that equals the percentage of the project promised in the project application (no less than 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. 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.

Reporting

Any project sponsor receiving O & M funds is required to submit a report each December until those funds are expended.

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 answer “N/A”.

Required Site Visit

Project sponsors are asked to host the CF Committee on project site visit(s) and, beforehand, to obtain written permission from the landowner for a county employee to take photographs and make an unrestricted video recording of the project area. These materials are used to inform any CF Committee members not in attendance at the site visit(s) due to health considerations or other needs. The images will be kept on file and discoverable under the Open Public Records Act. If necessary, due to health and safety or other considerations, the project sponsor will arrange for one or two County employees to tape the video in the absence of any CF Committee members.

Required Meeting

The sponsor must request and reserve the date that the CF Committee will meet to hear project presentations. The sponsor should attend the meeting in person, if possible, and make a presentation that begins with an introductory project description and ideally is organized according to the sequence of questions listed on the Score Sheet. CF Committee members are required to participate in both the project presentation and ranking meetings as well as the site visit (or view the site visit video) in order to be eligible to participate in funding recommendations.

Annual Reports

Sponsors are required to submit an annual report by December 31st 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. Project sponsors may demonstrate their long-term stewardship success or management of projects by submitting their site inspection reports annually.

Reports

At their discretion, sponsors may provide annual reports to the CF Committee based on their own monitoring documents. After five years, if no information is received about a project, the Committee is more likely to request information about long-term monitoring activities.

Project Changes

Project sponsors are expected to implement funded projects as described in their application to the CFF. However, occasional changes may be necessary. 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.

A proposed project change, such as a cost increase, parcel substitution or removal, or change in funding category (acquisition or O & M) or match ratio, requires that the CF Committee first develop a recommendation for the BoCC to consider.

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

1. Send a “letter”, addressed to the CF Committee and Board of County Commissioners, in an email to the program coordinator describing the desired change(s) and need for it/them 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/internet.
4. If the need for change is urgent, the Chair may call a special, ad hoc, meeting. However, such a meeting requires that a quorum of committee members is available to approve any recommendation to the BoCC.
5. The following requests are considered particularly significant:
 - a. Parcel substitution or removal
 - b. Increase in funding amount
 - c. Reduction in percentage match
 - d. Loss of conservation value
 - e. Change in funding category (acquisition and/or O&M)

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. 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 the program coordinator at the contact information on page 3. Every CF Committee meeting also includes two public comment periods. Draft meeting agendas are posted on the program website.

Appendix A
GRANT AGREEMENT TEMPLATES (INFORMATIONAL ONLY)

Fee Simple Acquisitions:

JEFFERSON COUNTY CONSERVATION FUTURES PROGRAM
PROJECT GRANT AGREEMENT

Project Sponsor: [SPONSOR (UBI Number: xxx xxx xxx)]

Project Title: [PROJECT]

Contract Number: [xxxxxxx]

Approval: [Resolution No.]

1. Parties to this Agreement

This Jefferson County Conservation Futures Program Project Grant Agreement (this Agreement) is entered into between Jefferson County (County), PO Box 1220, Port Townsend, Washington 98368 and [NAME] (Sponsor), [ADDRESS].

2. Purpose of this Agreement

This Agreement sets out the terms and conditions by which a grant is made through the Jefferson County Conservation Futures Fund, Chapter 3.08 of the Jefferson County Code (JCC), as approved by Resolution No. [NUMBER].

3. Grant Administration

The grant is administered by Jefferson County Public Health Department on behalf of the project Sponsor.

4. Description of Project

The subject project is described in the Scope of Work (Appendix A).

5. Project Requirements

[SPONSOR] shall implement a Conservation Futures Program project to acquire in fee simple title [NUMBER] via a statutory warranty deed of the parcels of land known in the records of the Jefferson County Assessor as APN#(s) [NUMBERS] (the Property), and as described in the [YEAR] Conservation Futures project application for [NAME] (**Exhibit B**) and [YEAR] Conservation Futures Program Manual (**Exhibit C**), and as authorized by Resolution [NUMBER] (**Exhibit D**). The statutory warranty deed shall prevent subdivision while allowing for native forest management and habitat protections, or as described in the project application. Language must be included in the statutory warranty deed to protect the County's interests and conservation values, including, at a minimum, the following:

Grantee's costs of acquiring the Property were provided in part by grant funding from the Jefferson County Conservation Futures property tax authorized by Washington law. Grantee hereby agrees to be bound by Jefferson County Code (JCC) 3.08.030(9), the uses authorized under RCW 84.34.230, including the obligation to ensure the long-term conservation of the Property in accordance with the terms and conditions of the statutory warranty deed, and to obtain the consent of Jefferson County prior to any conveyance of any interest acquired hereby. Consistent with JCC 3.08.030(9), the Property shall not be converted to a different use unless

and only if other equivalent lands or interest in lands within Jefferson County are received by Grantee in exchange.

6. Period of Performance

The Project reimbursement period for acquisition expenses shall begin on February 15, 2021 and end on February 15, 2024 unless proof of match is provided prior to this date. Work performed consistent with this Agreement during its term, but prior to the adoption of this Agreement, is hereby ratified.

7. Annual Reporting Required.

Annual reporting by the Sponsor to the County is required every year on or before December 31st until three years after the acquisition funds are dispersed.

8. Project Funding

The total grant award provided by the Conservation Futures Fund for the Project shall not exceed \$69,500. The Conservation Futures Fund shall not pay any amount beyond that approved in this Agreement for funding of the Project. The Sponsor shall be responsible for no less than sixty-three (63%) percent of the total Project cost and all Project costs in excess of \$187,838. The contribution by the Sponsor toward work on the Project shall be as indicated below. The contribution by the Conservation Futures Fund toward work on the Project is described immediately above and in “C” above.

	Acquisition	O & M	Totals	% Match
[PROJECT NAME] – Conservation Futures	\$(AMOUNT)	\$(AMOUNT)	\$(AMOUNT)	%(AMOUNT)
Estimated Project Sponsor Contribution	\$(AMOUNT)	\$(AMOUNT)	\$(AMOUNT)	%(AMOUNT)
Estimated Total Project Cost	\$(AMOUNT)	\$(AMOUNT)	\$(AMOUNT)	%(AMOUNT)

9. 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 within 30 days.

10. Modification of this Agreement

All rights and obligations of the parties to this Agreement are subject to this Agreement and its attachments. Except as provided in this Agreement, no alteration of any of the terms or conditions of this Agreement shall 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.

11. Indemnification

Sponsor shall indemnify and hold harmless the County, its past or present employees, officers, agents, elected or appointed officials or volunteers (and their marital communities), 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 Sponsor's own employees, or damage to property occasioned by a negligent act, omission or failure of the Sponsor. Sponsor shall be liable only to the extent of Sponsor's proportional negligence. The Sponsor specifically assumes potential liability for actions brought against the County by Sponsor's employees, including all other persons engaged in the performance of any work or service required of the Sponsor under this Agreement and, solely for the purpose of this indemnification and defense, the Sponsor specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The Sponsor recognizes that this waiver was specifically entered into pursuant to provisions of RCW 4.24.115 and was subject of mutual negotiation. For the avoidance of doubt, the obligations in this section shall survive the expiration or termination of this Agreement.

12. Insurance

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

Workers Compensation Insurance. 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 in this Agreement.

Failure of the Sponsor to take out or maintain any required insurance shall not relieve the Sponsor from any liability under this 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 in this Agreement, 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 Agreement relating to insurance, withhold payment or compensation that would otherwise be due to the Sponsor.

For the avoidance of doubt, the obligations in this section shall survive the expiration or termination of this Agreement.

13. Independent Contractor

The Sponsor is an independent contractor with respect to the services provided pursuant to this Agreement. The Sponsor is not as an agent, an employee or a servant of the County. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties. The Sponsor specifically has the right to direct and control Contractor's own activities and over all of its subcontractors, employees, agents and representatives in providing the agreed services in accordance with the specifications set out in this Agreement. 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 agrees to file all necessary governmental documents, including appropriate tax returns, reflecting income status as an independent contractor for services rendered to the County under this Agreement.

14. No Assignment

The Sponsor shall not sublet or assign any of the services covered by this Agreement 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.

15. 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.

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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 into this Agreement by this reference as if fully set forth.

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Any form of harassment, discrimination, or improper fraternization with any County employee is strictly prohibited. The Sponsor shall not discriminate on the grounds of race, color, national origin, religion, creed, age, sex, sexual orientation, or the presence of any physical or sensory disability in the selection and retention of employees or procurement of materials or supplies.

18. Sponsor's Accounting Books and Records

The Sponsor shall maintain complete financial records relating to this Agreement 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 Agreement. The Sponsor's records and accounts pertaining to this Agreement are to be kept available for inspection by the Office of the State Auditor, federal auditors, the Jefferson County Auditor, and any persons duly authorized by the County shall have full access and the right to examine any of these materials during this period for a period of ten (10) years after the date of the final payment to Sponsor. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved. Copies shall be made available upon request. Records

and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed.

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

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Except as otherwise provided in this Agreement, 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 agreed upon by the parties, or if agreement cannot be made, the mediator shall be selected by the Jefferson County Superior 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.

Requests for dispute hearings must be mailed to the Project Manager, Jefferson County Environmental Public 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 shall split evenly the cost of mediation or whatever form of dispute resolution is used. The parties shall bear their own costs and attorney's fees in any dispute.

The venue for any legal action shall be solely in the appropriate state court in Jefferson County, Washington, subject to the venue provisions for actions against counties in RCW 36.01.050.

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

22. Termination for Convenience

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23. 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.

24. No Waiver

Waiver by any party of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.

No consent by either party to, or waiver of, a breach by either party, whether express or implied, shall constitute a consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.

No term or provision of this Agreement shall be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing signed on behalf of the party against whom the waiver is asserted. Failure of a party to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default.

25. 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.

26. Agreement Representatives

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

Sponsor Contact

Conservation Futures Program Contact

Tami Pokorny
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.

27. Entire Agreement

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.

28. Severability

Provided it does not result in a material change in the terms of this Agreement, if any provision of this Agreement or the application of this Agreement to any person or circumstance shall be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement and the application this Agreement shall not be affected and shall be enforceable to the fullest extent permitted by law.

29. Survival

Those provisions of this Agreement that by their sense and purpose should survive the term of this Agreement shall survive the term of this Agreement. Without limiting the generality of the preceding sentence, and for the avoidance of doubt, the provisions that survive the term of this agreement include: (a) controlling law; (b) insurance; and, (c) indemnification.

30. Binding on Successors, Heirs and Assigns

This Agreement shall be binding upon and inure to the benefit of the parties' successors in interest, heirs and assigns.

31. No Third-party Beneficiaries

The parties do not intend, and nothing in this Agreement shall be construed to mean, that any provision in this Agreement is for the benefit of any person or entity who is not a party.

32. Signature in Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Agreement at different times and places by the parties shall not affect the validity of this Agreement, so long as all the parties execute a counterpart of this Agreement.

33. Facsimile and Electronic Signatures

The parties agree that facsimile and electronic signatures shall have the same force and effect as original signatures.

34. Public Records Act

Notwithstanding any provisions of this Agreement to the contrary, to the extent any record, including any electronic, audio, paper or other media, is required to be kept or indexed as a public record in accordance with the Washington Public Records Act, Chapter 42.56 RCW (as may be amended), the Sponsor agrees to maintain all records constituting public records and to produce or assist the County in producing such records, within the time frames and parameters set forth in state law.

The Sponsor also agrees that upon receipt of any written public record request, the Sponsor shall, within two business days, notify the County by providing a copy of the request per the notice provisions of this Agreement.

This Agreement, once executed, shall be a “public record” subject to production to a third party if it is requested pursuant to the Washington Public Records Act.

35. Effective Date of this Agreement

This Agreement shall be effective upon signing by all parties.

36. Controlling Law

It is understood and agreed that this Agreement is entered into in the State of Washington. This Agreement shall be governed by and construed in accordance with the laws of the United States, the State of Washington and the County of Jefferson, as if applied to transactions entered into and to be performed wholly within Jefferson County, Washington between Jefferson County residents. No party shall argue or assert that any state law other than Washington law applies to the governance or construction of this Agreement.

37. Order of Precedence.

If there is an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order: (a) Applicable state statutes and rules; (b) local laws and rules; and, (c) case law.

38. Force Majeure

Neither party shall be in default by reason of any failure in performance of this Agreement, if such failure arises out of causes beyond a party’s control and without fault or negligence of such party, including but not limited to; (a)

acts of God; (b) terrorism or other acts of a public enemy; (c) war; or, (d) epidemics, pandemics or quarantine restrictions.

39. Attachments

Any attachment to this Agreement is part of this Agreement and is incorporated by reference into this Agreement.

40. Representations and Warranties

The parties represent and warrant that: (a) Each person signing this Agreement is fully authorized to enter into this Agreement on behalf of the party for whom signature is being made; (b) Each party that is a corporate entity is duly organized and validly existing in good standing under the laws of one of the states of the United States of America; (c) The making and performance of this Agreement will not violate any provision of law or of any party's articles of incorporation, charter, or by-laws; (d) Each corporate party has taken all necessary corporate and internal legal actions to duly approve the making and performance of this Agreement and that no further corporate or other internal approval is necessary; and, (e) Each party has read this Agreement in its entirety and know the contents of this Agreement, that the terms of this Agreement are contractual and not merely recitals, and that they have signed this Agreement, having obtained the advice of legal counsel.

DATED this _____ day of _____, 20_____.

(SIGNATURES FOLLOW ON THE NEXT PAGE)

JEFFERSON COUNTY WASHINGTON

[SPONSOR]

Board of County Commissioners
Jefferson County, Washington

By: _____
Heidi Eisenhour, Chair Date

By: _____
Greg Brotherton, Commissioner Date

By: _____
Kate Dean, Commissioner Date

By: _____
Signature

Name: _____

Title: _____

Date: _____

SEAL:

ATTEST:

Carolyn Galloway Date
Clerk of the Board

Approved as to form only:

Philip C. Hunsucker Date
Chief Civil Deputy Prosecuting Attorney

APPENDIX A

Scope of Work

[SPONSOR], as project sponsor “Sponsor”, will perform the following tasks in order to implement the [PROJECT]:

Task 1: Acquire Matching Contribution

Sponsor shall secure the necessary matching contribution of no less than [xx percent (xx%)] of the total project cost. The match must be in an eligible form consistent with JCC 3.08.030(5).

Deliverable 1a: Matching contribution(s) of no less than [xx%] of the total project cost.

Task 2: Acquire Statutory Warranty Deed

Sponsor shall acquire a statutory warranty deed grant deed on the Property that incorporates approved Conservation Futures Program language, including the language in item “C” of this Agreement.

Deliverable 2a: Final draft statutory warranty deed.

Deliverable 2b: Qualifying appraisal and estimated settlement statement (HUD-1).

Deliverable 2c: Recorded statutory warranty deed for subject parcels.

Deliverable 2d: Recorded statutory warranty deed(s) for match parcel(s), as applicable.

Task 3: Stewardship Plan

Sponsor shall provide a plan for stewardship.

Deliverable 3a: Electronic copy of stewardship plan

Task 4: Annual Reporting

Sponsor shall monitor and report on the property as described in item “D” of this Agreement and submit required reports to the Conservation Futures Citizen Oversight Committee (through staff) in the format provided for each year that it is required.

Deliverable 4a: Completed annual reports.

Exhibit A

Final Draft Statutory Warranty Deeds

Exhibit B

[202x] Conservation Futures [PROJECT]

Exhibit C

[202x] Conservation Futures Program Manual

Exhibit D

Resolution No. [NUMBER]

End Fee Simple Informational Template

Conservation Easement Template:

JEFFERSON COUNTY CONSERVATION FUTURES PROGRAM
PROJECT GRANT AGREEMENT

Project Sponsor: [NAME & UBI NUMBER]

Project Title: [NAME]

Contract Number: [XXXX]

Approval: Resolution No. [NUMBER]

1. Parties to this Agreement

This Jefferson County Conservation Futures Program Project Grant Agreement (this Agreement) is entered into between Jefferson County (County), PO Box 1220, Port Townsend, Washington 98368 and [NAME] (Sponsor), [ADDRESS].

2. Purpose of this Agreement

This Agreement sets out the terms and conditions by which a grant is made through the Jefferson County Conservation Futures Fund, Chapter 3.08 of the Jefferson County Code (JCC), as approved by Resolution No. [NUMBER].

3. Grant Administration

The grant is administered by Jefferson County Public Health Department on behalf of the project Sponsor.

4. Description of Project

The subject project is described in the Scope of Work (Appendix A).

5. Project Requirements

Jefferson Land Trust shall implement a Conservation Futures Program project to acquire a grant deed of conservation easement (**Exhibit A**) for the 28-acre property known in the records of the Jefferson County Assessor as APN#(s) [NUMBERS] and as described in the [DATE] Conservation Futures project application for the [NAME] Project (**Exhibit B**) and [DATE] Conservation Futures Program Manual (**Exhibit C**), and as authorized by Resolution No. [NUMBER] (**Exhibit D**). The grant deed of conservation easement shall prevent subdivision while allowing for forest management and habitat protections. Language must be included in the deed of conservation easement to protect the County's interests and conservation values, including, at a minimum, the following:

Grantee's costs of acquiring this Easement were provided in part by grant funding from the Jefferson County Conservation Futures property tax authorized by Washington law. Grantee hereby agrees to be bound by Jefferson County Code (JCC) 3.08.030(9), the uses authorized under RCW 84.34.230, including the obligation to ensure the long-term conservation of the Property in accordance with the terms and conditions of this Easement, and to obtain the consent of Jefferson County prior to any conveyance of any interest acquired hereby. Consistent with JCC 3.08.030(9), this Easement shall not be converted to a different use unless and only if other equivalent lands or interest in lands within Jefferson County are received by Grantee in exchange.

6. Period of Performance

The Project reimbursement period for acquisition expenses shall begin on [DATE] and end on [DATE], unless proof of match is provided prior to this date. Work performed consistent with this Agreement during its term, but prior to the adoption of this Agreement, is hereby ratified.

7. Annual Reporting Required

Annual reporting by the Sponsor to the County is required every year on or before December 31st until three years after the acquisition funds are dispersed.

8. Project Funding

The total grant award provided by the Conservation Futures Fund for the Project shall not exceed \$[AMOUNT]. The Conservation Futures Fund shall not pay any amount beyond that approved in this Agreement for funding of the Project. The Sponsor shall be responsible for no less than [AMOUNT] ([AMOUNT]%) percent of the total Project cost and all Project costs in excess of \$[AMOUNT]. The contribution by the Sponsor toward work on the Project shall be as indicated below. The contribution by the Conservation Futures Fund toward work on the Project is described immediately above and in “C” above.

	Acquisition	O & M	Totals	% Match
[PROJECT NAME] – Conservation Futures	\$[AMOUNT]	\$[AMOUNT]	\$[AMOUNT]	%[AMOUNT]
Estimated Project Sponsor Contribution	\$[AMOUNT]	\$[AMOUNT]	\$[AMOUNT]	%[AMOUNT]
Estimated Total Project Cost	\$[AMOUNT]	\$[AMOUNT]	\$[AMOUNT]	%[AMOUNT]

9. 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 within 30 days.

10. Modification of this Agreement

All rights and obligations of the parties to this Agreement are subject to this Agreement and its attachments. Except as provided in this Agreement, no alteration of any of the terms or conditions of this Agreement shall 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.

11. Indemnification

Sponsor shall indemnify and hold harmless the County, its past or present employees, officers, agents, elected or appointed officials or volunteers (and their marital communities), 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 Sponsor’s own employees, or damage to property occasioned by a

negligent act, omission or failure of the Sponsor. Sponsor shall be liable only to the extent of Sponsor's proportional negligence. The Sponsor specifically assumes potential liability for actions brought against the County by Sponsor's employees, including all other persons engaged in the performance of any work or service required of the Sponsor under this Agreement and, solely for the purpose of this indemnification and defense, the Sponsor specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The Sponsor recognizes that this waiver was specifically entered into pursuant to provisions of RCW 4.24.115 and was subject of mutual negotiation. For the avoidance of doubt, the obligations in this section shall survive the expiration or termination of this Agreement.

12. Insurance

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

Workers Compensation Insurance. 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;
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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 in this Agreement.

Failure of the Sponsor to take out or maintain any required insurance shall not relieve the Sponsor from any liability under this 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 in this Agreement, 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.

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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.

26. Agreement Representatives

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

Sponsor Contact

[NAME]

[ADDRESS]

Conservation Futures Program Contact

Tami Pokorny

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.

27. Entire Agreement

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.

28. Severability

Provided it does not result in a material change in the terms of this Agreement, if any provision of this Agreement or the application of this Agreement to any person or circumstance shall be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement and the application this Agreement shall not be affected and shall be enforceable to the fullest extent permitted by law.

29. Survival

Those provisions of this Agreement that by their sense and purpose should survive the term of this Agreement shall survive the term of this Agreement. Without limiting the generality of the preceding sentence, and for the avoidance of doubt, the provisions that survive the term of this agreement include: (a) controlling law; (b) insurance; and, (c) indemnification.

30. Binding on Successors, Heirs and Assigns

This Agreement shall be binding upon and inure to the benefit of the parties' successors in interest, heirs and assigns.

31. No Third-party Beneficiaries

The parties do not intend, and nothing in this Agreement shall be construed to mean, that any provision in this Agreement is for the benefit of any person or entity who is not a party.

32. Signature in Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Agreement at different times and places by the parties shall not affect the validity of this Agreement, so long as all the parties execute a counterpart of this Agreement.

33. Facsimile and Electronic Signatures

The parties agree that facsimile and electronic signatures shall have the same force and effect as original signatures.

34. Public Records Act

Notwithstanding any provisions of this Agreement to the contrary, to the extent any record, including any electronic, audio, paper or other media, is required to be kept or indexed as a public record in accordance with the Washington Public Records Act, Chapter 42.56 RCW (as may be amended), the Sponsor agrees to maintain all records constituting public records and to produce or assist the County in producing such records, within the time frames and parameters set forth in state law.

The Sponsor also agrees that upon receipt of any written public record request, the Sponsor shall, within two business days, notify the County by providing a copy of the request per the notice provisions of this Agreement.

This Agreement, once executed, shall be a “public record” subject to production to a third party if it is requested pursuant to the Washington Public Records Act.

35. Effective Date of this Agreement

This Agreement shall be effective upon signing by all parties.

36. Controlling Law

It is understood and agreed that this Agreement is entered into in the State of Washington. This Agreement shall be governed by and construed in accordance with the laws of the United States, the State of Washington and the County of Jefferson, as if applied to transactions entered into and to be performed wholly within Jefferson County, Washington between Jefferson County residents. No party shall argue or assert that any state law other than Washington law applies to the governance or construction of this Agreement.

37. Order of Precedence

If there is an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order: (a) Applicable state statutes and rules; (b) local laws and rules; and, (c) case law.

38. Force Majeure

Neither party shall be in default by reason of any failure in performance of this Agreement, if such failure arises out of causes beyond a party’s control and without fault or negligence of such party, including but not limited to; (a) acts of God; (b) terrorism or other acts of a public enemy; (c) war; or, (d) epidemics, pandemics or quarantine restrictions.

39. Attachments

Any attachment to this Agreement is part of this Agreement and is incorporated by reference into this Agreement.

40. Representations and Warranties

The parties represent and warrant that: (a) Each person signing this Agreement is fully authorized to enter into this Agreement on behalf of the party for whom signature is being made; (b) Each party that is a corporate entity is duly organized and validly existing in good standing under the laws of one of the states of the United States of America; (c) The making and performance of this Agreement will not

violate any provision of law or of any party's articles of incorporation, charter, or by-laws; (d) Each corporate party has taken all necessary corporate and internal legal actions to duly approve the making and performance of this Agreement and that no further corporate or other internal approval is necessary; and, (e) Each party has read this Agreement in its entirety and know the contents of this Agreement, that the terms of this Agreement are contractual and not merely recitals, and that they have signed this Agreement, having obtained the advice of legal counsel.

DATED this _____ day of _____, 20_____.

(SIGNATURES FOLLOW ON THE NEXT PAGE)

JEFFERSON COUNTY WASHINGTON

[NAME]

Board of County Commissioners
Jefferson County, Washington

By: _____
Heidi Eisenhour Date

By: _____
Signature

By: _____
Greg Brotherton, Commissioner Date

Name: _____

Title: _____

By: _____
Kate Dean, Commissioner Date

Date: _____

SEAL:

ATTEST:

Carolyn Galloway Date
Clerk of the Board

Approved as to form only:

Philip C. Hunsucker Date
Chief Civil Deputy Prosecuting Attorney

APPENDIX A

Scope of Work

[NAME], as project sponsor “Sponsor,” shall perform the following tasks in order to implement the [NAME] Project:

Task 1: Acquire Matching Contribution

Sponsor shall secure the necessary matching contribution of no less than seventy-nine percent ([AMOUNT]%) of the total project cost. The match must be in an eligible form consistent with JCC 3.08.030(5).

Deliverable 1a: Matching contribution(s) of no less than [AMOUNT]% of the total project cost.

Task 2: Acquire Grant Deed of Conservation Easement

Sponsor shall acquire a grant deed of conservation easement on the subject property, APN#(s) [APN NUMBERS] that incorporates approved Conservation Futures Program language, including the language in item “C” of this Agreement.

Deliverable 2a: Final draft grant deed of conservation easement

Deliverable 2b: Qualifying appraisal and estimated settlement statement (HUD-1)

Deliverable 2c: Recorded grant of conservation easement deed

Task 3: Stewardship Plan

Sponsor shall provide a plan for stewardship

Deliverable 3a: Electronic copy of stewardship plan

Task 4: Annual Reporting

Sponsor shall monitor and report on the property as described in item “D” of this Agreement and submit required reports to the Conservation Futures Citizen Oversight Committee (through staff) in the format provided for each year that it is required.

Deliverable 4a: Completed annual reports.

Exhibit A

Grant Deed of Conservation Easement

Exhibit B

202x Conservation Futures [PROJECT] Application

Exhibit C

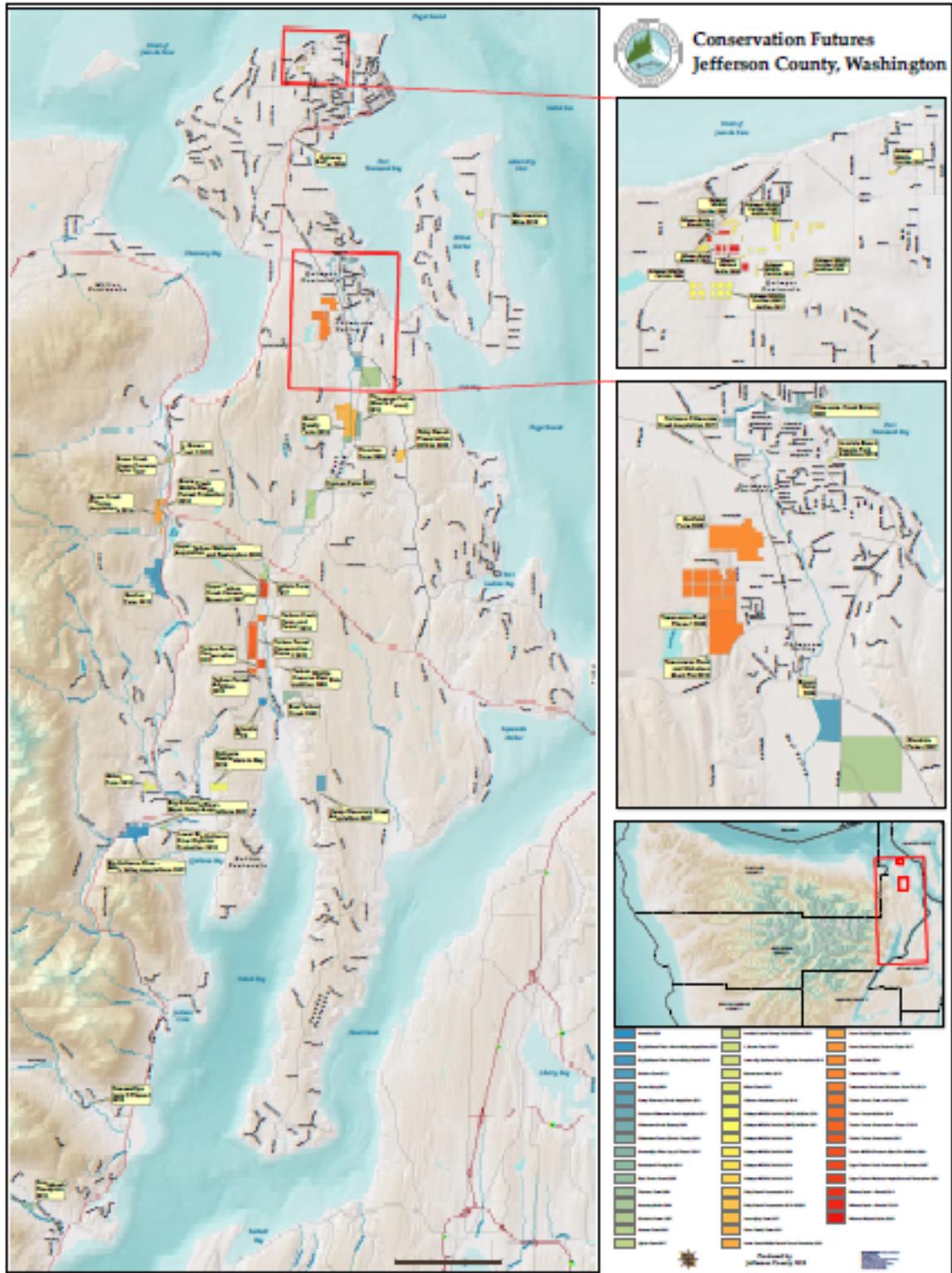
202x Conservation Futures Program Manual

Exhibit D

Resolution No. [NUMBER]

End Conservation Easement Informational Template

Appendix B
APPROVED PROJECTS MAP



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.