615 Sheridan Street
Port Townsend, WA 98368
www.JeffersonCountyPublicHealth.org

JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS

CONSENT AGENDA REQUEST

TO: **Board of County Commissioners**
Mark McCauley, County Administrator

FROM: Michael Dawson, Water Quality Manager, Environmental Public Health
Tami Pokorny, Natural Resources Program Manager

DATE: April 7, 2025

SUBJECT: Northwest Watershed Institute: Tarboo Wildlife Preserve – West Slope Forest Addition, Conservation Futures Fund Grant Agreement – Jan 1, 2025 – Jan 1, 2028; $150,000

STATEMENT OF ISSUE:
Jefferson County Public Health (JCPH) requests approval of the Tarboo Wildlife Preserve – West Slope Forest Addition Project Conservation Futures Fund Grant Agreement for land acquisition and expenses; January 1, 2025 – January 1, 2028; $150,000.

ANALYSIS:
This project was approved for Conservation Futures funds by Resolution 36-0624-24R on June 24, 2024. The resolution granted funding for Northwest Watershed Institute to purchase two parcels of land for conservation.

FISCAL IMPACT:
Funding for this project is provided by the Conservation Futures Fund; there is no impact to the County's General Fund.

RECOMMENDATION:
JCPH Management recommends BoCC signature to the Tarboo Wildlife Preserve – West Slope Forest Addition Project Conservation Futures Fund Grant Agreement for land acquisition expenses; January 1, 2025 – January 1, 2028; $150,000.

REVIEWED BY

Mark McCauley, County Administrator Date 4/3/25

Clear Form

CONTRACT REVIEW FORM

(INSTRUCTIONS ARE ON THE NEXT PAGE)

CONTRACT WITH: Northwest Watershed Institute Contract No: WQ-25-017

Contract For: Conservation Futures Fund Term: Jan 01, 2025 - Jan 01, 2028

COUNTY DEPARTMENT: Jefferson County Public Health
Contact Person: Tami Pokorny
Contact Phone: 360-379-4498
Contact email: tpokorny@co.jefferson.wa.us

AMOUNT: $150,000
Revenue:
Expenditure: $150,000
Matching Funds Required:
Sources(s) of Matching Funds
Fund # 128
Munis Org/Obj 12800375

PROCESS:
- [ ] **Exempt from Bid Process**
- [ ] **Cooperative Purchase**
- [ ] **Competitive Sealed Bid**
- [ ] **Small Works Roster**
- [ ] **Vendor List Bid**
- [ ] **RFP or RFQ**
- [ ] **Other:**

APPROVAL STEPS:

STEP 1: DEPARTMENT CERTIFIES COMPLIANCE WITH JCC 3.55.080 AND CHAPTER 42.23 RCW.

CERTIFIED: [■] **N/A:** [ ] Signature April 1, 2025 Date

STEP 2: DEPARTMENT CERTIFIES THE PERSON PROPOSED FOR CONTRACTING WITH THE COUNTY (CONTRACTOR) HAS NOT BEEN DEBARRED BY ANY FEDERAL, STATE, OR LOCAL AGENCY.

CERTIFIED: [■] **N/A:** [ ] Signature April 1, 2025 Date

STEP 3: RISK MANAGEMENT REVIEW (will be added electronically through Laserfiche):

Electronically approved by Risk Management on 4/3/2025.

STEP 4: PROSECUTING ATTORNEY REVIEW (will be added electronically through Laserfiche):

Electronically approved as to form by PAO on 4/3/2025.

STEP 5: DEPARTMENT MAKES REVISIONS & RESUBMITS TO RISK MANAGEMENT AND PROSECUTING ATTORNEY(IF REQUIRED).

STEP 6: CONTRACTOR SIGNS

STEP 7: SUBMIT TO BOCC FOR APPROVAL

JEFFERSON COUNTY CONSERVATION FUTURES FUND PROGRAM PROJECT GRANT AGREEMENT

Project Sponsor: Northwest Watershed Institute (UBI Number 602 139 438)
Project Title: Tarboo Wildlife Preserve – West Slope Forest Addition
Contract Number: WQ-25-017
Approval: Resolution No. 36-0624-24R

1. Parties to this Agreement

This Jefferson County Conservation Futures Fund Program Project Grant Agreement (this Agreement) is entered into between Jefferson County (County), PO Box 1220, Port Townsend, Washington 98368 and Northwest Watershed Institute (Sponsor), 3407 Eddy Street, Port Townsend, Washington 98368.

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. 36-0624-24R.

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

Northwest Watershed Institute shall implement a Conservation Futures Fund Program project to acquire in fee simple title via statutory warranty deed (**Exhibit A**) the properties totaling 80.8-acres, known in the records of the Jefferson County Assessor as APNs 801282005 and 801283001 (the Property) as described in the 2024 Conservation Futures Fund project application for the Tarboo Wildlife Preserve – West Slope Forest Addition Project (**Exhibit B**) and the 2024 Conservation Futures Fund Program Manual (**Exhibit C**), and as authorized by Resolution No. 36-0624-24R (**Exhibit D**). The statutory warranty deed shall allow for restoration 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 Fund 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 January 01, 2025 and end on January 01, 2028 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 $150,000. 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 82-percent of the total Project cost and all Project costs in excess of $825,000. The estimated contributions 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.

	Acquisition	**O & M**	**Totals**	**%**
Conservation Futures Fund Contribution	$150,000	$0	$150,000	18
Estimated Project Sponsor Contribution	$675,000	$0	$675,000	82
Estimated Total Project Cost	$825,000	$0	$825,000	100

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.

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

17. No Harassment of Discrimination

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.

19. 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 Agreement.

20. Disputes

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.

Each party to this Agreement shall be responsible for their own dispute and litigation costs, including attorney's fees.

21. Termination for Funding

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

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

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 Fund Program Contact
Peter Bahls, Executive Director	Tami Pokorny
Northwest Watershed Institute	Jefferson County Environmental Public
3407 Eddy St	Health – Conservation Futures Fund
Port Townsend, WA 98368	615 Sheridan Street
Ph: 360-821-9566	Port Townsend, WA 98368
Email: peter@nwwatershed.org	Ph: 360-379-4498
	Email: tpokorny@co.jefferson.wa.us

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

Board of County Commissioners
Jefferson County, Washington

By: _____
Heidi Eisenhour, Chair

By: _____
Greg Brotherton, Commissioner

By: _____
Heather Dudley-Nolette, Commissioner

SEAL:

ATTEST:

_____
Carolyn Galloway CMC
Clerk of the Board

Approved as to form only:

for 04/03/2025
Philip C. Hunsucker Date
Chief Civil Deputy Prosecuting Attorney

NORTHWEST WATERSHED INSTITUTE

By: _____
Signature

Name: _____

Title: _____

Date: _____

APPENDIX A

Scope of Work

Northwest Watershed Institute, as project sponsor "Sponsor", will perform the following tasks in order to implement the Tarboo Wildlife Preserve – West Slope Forest Addition Project:

Task 1: Acquire Matching Contribution

Sponsor shall secure the necessary matching contribution of no less than fifty percent (50%). The sponsor anticipates that the matching contribution will be eighty-two percent (82%) at the time of project completion. The match must be in an eligible form consistent with JCC 3.08.030(5).

Deliverable 1a: Matching contribution(s) of no less than 50% of eligible project costs at the time of each invoice.

Task 2: Acquire Statutory Warranty Deed

Sponsor shall acquire a statutory warranty deed on the Property that incorporates approved Conservation Futures Fund Program language, including the language in Section 5 of this Agreement.

Deliverable 2a: Final statutory warranty deed

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

Deliverable 2c: Recorded statutory warranty deed for subject parcels

Task 3: Stewardship Plan

Sponsor shall provide a plan for stewardship.

Deliverable 3a: Electronic copy of stewardship plan

Task 4: Operations & Maintenance

Sponsor shall complete O & M practices as described in the project application **(Exhibit B).**

Deliverable 4a: Written description of work performed.

Task 5: Annual Reporting

Sponsor shall monitor the Property and submit annual reports to the Conservation Futures Fund Citizen Oversight Committee (through staff) in the format provided for each year that it is required as stated in the Program Manual **(Exhibit C).**

Deliverable 5a: Completed annual reports.

Exhibit A

Draft Statutory Warranty Deed

AFTER RECORDING RETURN TO:
Rayonier Inc. Law Dept.
1 Rayonier Way
Wildlight, Florida 32097

DOCUMENT TITLE: Statutory Warranty Deed

GRANTOR: Pope Resources

GRANTEE: Northwest Watershed Institute

ABBREVIATED LEGAL DESCRIPTION: SE NW & NE SW 28-28-1W

(Complete description on Exhibit A)

ASSESSOR'S TAX PARCEL NUMBERS: PTN 801282005; PTN 801283001

REFERENCE NUMBERS OF DOCUMENTS ASSIGNED OR RELEASED: None

STATUTORY WARRANDY DEED

Pope Resources, a Delaware limited partnership ("Grantor"), for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, hereby conveys and warrants to Northwest Watershed Institute, a Washington nonprofit corporation ("Grantee"), that certain real property situated in the County of Jefferson, State of Washington, legally described on **EXHIBIT A** attached hereto and incorporated herein (the "Property"), subject to and reserving the matters described on **EXHIBIT B** attached hereto and incorporated herein (the "Permitted Exceptions").

GRANTOR HEREBY EXPRESSLY SAVES, excepts, and reserves out of the grant hereby made, unto itself and its successors and assigns forever: (i) all oil, gas, and other liquid or gaseous hydrocarbons, including, without limitation, all oil, gas, and other liquid or gaseous hydrocarbons from or within coal, lignite or shale seams, beds or formations; helium; geothermal resources including, without limitation, hydropressured reservoirs, geopressured reservoirs, steam and other gases, hot water, hot brine, heat, natural gas dissolved in formation water and any associated energy found in such formation water; fissionable source materials; together with the right to store, inject and sequester liquid and gaseous Mineral Resources (as defined below) in subsurface pore space, salt domes, cavities and other underground structures now or hereafter created and which are now or hereafter susceptible to commercial exploitation in or upon said Property (collectively, "Storage Reservoirs"), and the right to leach or construct Storage Reservoirs (collectively, "Oil and Gas"); and (ii) an undivided fifty percent (50%) mineral interest in all coal, lignite and peat; base and precious metals; ores and industrial minerals, including, without limitation, iron ore; sand; clays; gravel; limestone; marble; granite; gemstones; caliche; shale; and minerals other than Oil and Gas of any and every nature, kind and description whatsoever now or hereafter susceptible to commercial exploitation regardless of whether encompassed within the term "mineral" in legal or commercial usage on the date hereof (collectively, "Hard Minerals"; together with Oil and Gas, collectively, the "Mineral Resources") in or upon said Property, not previously reserved by others, including Mineral Resources found near the surface. Grantor and its successors and assigns shall not have the right to occupy or use the surface of the Property in connection with exploration or development of the Mineral Resources without the **consent of Grantee**.

Notwithstanding the above, Grantor hereby grants Grantee the nonexclusive right to personally use any peat, sand, clay and gravel located on the Property for improvements on the Property itself without compensation being due to Grantor for such personal use.

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 this 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.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed and delivered as of _____, 2025.

SELLER:

POPE RESOURCES,
a Delaware limited partnership

By: _____(Sign)
_____(Print)
Its: _____(Title)
Date: _____

STATE OF FLORIDA)
) ss.
COUNTY OF NASSAU)

I certify that I know or have satisfactory evidence that _____, _____, who appeared before me, and that said person acknowledged that they signed this instrument, on oath stated that they were authorized to execute this instrument and acknowledged it as said _____ of Pope Resources, a Delaware Limited Partnership, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Given under my hand and official seal this day of _____, 2025.

_____

Print Name: _____
Notary Public, State of Florida
My Commission Expires: _____
My Commission No.: _____

EXHIBIT A TO DEED

Property Legal Description

Jefferson County, Washington

The Southeast ¼ of the Northwest ¼ and the Northeast ¼ of the Southwest ¼ all in Section 28, Township 28 North, Range 1 West, W.M., Jefferson County, Washington.

Situate in the County of Jefferson, State of Washington.

EXHIBIT B TO DEED

Permitted Exceptions

(a) Rights, if any, relating to the construction and maintenance in connection with any public utility of wires, poles, pipes, conduits and appurtenances thereto, on, under or across the Property;

(b) Liens for non-delinquent real property and personal property taxes and assessments for the current tax year;

(c) Any current or future building or zoning ordinances or any other law or regulation (including environmental protection laws and regulations) of any governmental authority;

(d) Any state of facts that an accurate ALTA/NSPS land title survey (including optional Table A items) or an inspection of the Property would reveal, including, but not limited to, the location of boundary lines, improvements, trespasses, and encroachments, if any;

(e) All current and previous reservations, exceptions and conveyances of oil, gas, associated hydrocarbons, minerals and mineral substances, and royalty and other minerals rights and interests of record;

(f) All water rights and all claims of governmental authorities in and to those portions of the Property that lie in the bed of any streams, creeks or waterways or other submerged lands or land now or formerly subject to the ebb and flow of tidal waters, or any claims of riparian rights;

(g) All outstanding easements, encroachments, servitudes, rights-of-way, flowage rights, restrictions, licenses, leases, reservations, covenants, agreements, cemeteries, access rights and other rights in third parties of record or acquired through prescription, adverse possession or otherwise;

(h) Any and all restrictions of use of the Property due to environmental protection laws, including, without limitation, endangered species and wetlands protection laws, rules, regulations and orders;

(i) Lack of access, if any;

(j) Continuing forest land obligations applicable to the Property under the forest practices rules adopted pursuant to RCW 76.09.370;

(k) All matters of public record;

(l) The following additional exceptions: [INSERT ALL SPECIAL EXCEPTIONS FROM TITLE COMMITMENT]

Exhibit B

2024 Conservation Futures Fund Tarboo Wildlife Preserve – West Slope Forest Addition Project Application

2024 Jefferson County Conservation Futures Program Property Acquisition Project and/or Operations and Maintenance Project Application

Please complete the following application in its entirety. Be sure to answer "N/A" for questions that don't apply to the project. Incomplete applications will not be accepted for consideration.
Unless directed otherwise, use as much space as needed to answer each question.
Contact program staff at 379-4498 or tpokorny@co.jefferson.wa.us with questions.

Background and Eligibility Information

1. Project Title: **Tarboo Wildlife Preserve – West Slope Forest Addition**

2. Conservation Futures Acquisition Request: **$150,000**

   Conservation Futures O&M Request: **$0**

3. Total Conservation Futures Request: **$150,000**

4. Please indicate the type of interest contemplated in the acquisition process.
   X Warranty Deed __ Easement __ Other (*Please describe below.)*

   In whose name will the property title be held after acquisition? **Northwest Watershed Institute**

5. Applicant Information

Name of Applicant or Organization: **Northwest Watershed Institute**

Contact: **Peter Bahls**

Title: **Executive Director/Conservation Biologist**

Address: **3407 Eddy Street, Port Townsend, WA 98368**

Phone: **(360) 821-9566, ext.** ____ _____ Fax: ____ ext. ____

Email: **peter@nwwatershed.org**

6. Sponsor Information: *(if different than applicant)* **Same**

Organization Name:

Contact:

Title:

Address:

Phone: . Fax: (_____) _____-_____, ext. ____

This application was approved by the sponsor's legally responsible body (*e.g., board, council, etc.)* on **March 20, 2024**

7. Project Location

Street Address or Description of Location: **East side of Tarboo valley due east of 2151 Dabob Rd, Quilcene, Wa.**

Driving Directions from Port Townsend: **South on Center Road, under Hwy 104, then .5 miles, left on Dabob Road to 2151 Dabob Rd, Quilcene, Wa.**

Section: **28** Township: **28 N** Range: **1 W**

Assessor's Parcel Number(s): **801-282-005 and 801-283-001**

Please differentiate current and proposed ownership of each APN and indicate if the parcel is to be acquired with CF funds or used as match. **The parcel is to be acquired with CF funds**

Please list the assessed values for each property or APN, as applicable.

801-282-005 = $229,400
801-283-001 = $229,500
Total County assessed value (not including timber value) = $458,900

8. Existing Conditions

New Site: **Yes** No _____ Number of Parcels: **2**

Addition to Existing Site: **Yes** No _____ Acres to Be Acquired: **80.8**

Total Project Acreage (if different):_____ Current Zoning: **1 per 80**

Existing Structures/Facilities: **No**

Any current covenants, easements or restrictions on land use: **No**

Current Use: **Forestry**

Waterfront *(name of body of water):* **Three Tarboo Creek tributaries**

Shoreline (*linear feet*): **½ mile of Tarboo Creek tributaries**

Owner Tidelands/Shorelands: **NA**

9. Current Property Owner **X** is __is not a willing seller.

Project Description

10. In 1,000 words or less, provide a summary description of the project, the match, overarching goal, and three top objectives. For each objective, identify the metric(s) that will be measured to determine if the objective is being achieved and the timeframe for meeting the identified metric. Include information about the physical characteristics of the site that is proposed for acquisition with Conservation Futures Program funds including: vegetation, topography, surrounding land use, and relationship to parks, trails, and open space. Describe the use planned for the site, any development plans after acquisition (including passive development), characteristics of the site which demonstrate that it is well-suited to the proposed use, and plans for any structures currently on the site. If applicable, describe how the site project relates to a larger conservation program (please identify), and

whether the project has a plan, schedule and funding dedicated to its completion. Please also list any important milestones for the project or critical dates, e.g. grant deadlines. List the dates and explain their importance. Please attach a spreadsheet of the budget.

Background, goals, and objectives

Since 2002, Northwest Watershed Institute (NWI), Jefferson Land Trust, and over 40 partnering organizations have been working on a landscape scale project to protect and restore the Tarboo-Dabob Bay watershed, with over 4,000 acres conserved to date. The three main objectives of the conservation effort are to: 1) protect and restore the stream and wetland corridor, from the headwaters of Tarboo Creek to Dabob Bay, 2) conserve uplands for sustainable forestry, 3) preserve lands within the Dabob Bay Natural Area.

For this project, NWI proposes to acquire and permanently protect the 80-acre West Slope Forest Property (the Property), a key forest addition to NWI's adjacent Tarboo Wildlife Preserve. The Property includes streams, wetlands, riparian habitats, a variety of forest types, and support a high diversity of native species and is important for landscape scale connectivity for large mammals.

Proposed uses

The Property will be owned and managed by NWI. County and USFWS conservation deed restrictions will permanently preserve the Property as part of the Tarboo Wildlife Preserve. Selective timber harvest of the existing tree plantation will be permitted to restore complex older forest structure and habitat. A walking trail system for supervised public school and other tours is planned.

Critical dates and urgency

To avoid a Rayonier clear-cut of the Property, NWI is negotiating with Rayonier to purchase the Property by March 2025.

Budget

	JCCF Request	Match to JCCF	Total Cost	Timeline
Acquistion				
Rayonier Property - fee simple	150,000	650,000	800,000	Mar-25
Acquisition Related Costs:		15,000	15,000	Sep-24 to Mar-2025
Project management and administration		10,000	10,000	Sep-24 to Mar-2025
Total Project Costs	150,000	675,000	825,000	
Percent match to JCCF		82%		

11. Estimate costs below, including the estimated or appraised value of the propert(ies) or property right(s) to be acquired, even if Conservation Futures funds will only cover a portion of the total project cost. In the case of projects involving multiple acquisitions, please break out appraisals and estimated acquisition costs by parcel.

Estimated or Appraised Value of Propert(ies) to be Acquired: $**800,000**

Total Estimated Acquisition-related Cost (*see Conservation Futures Manual for eligible costs*): **$25,000**

Total Operation and Maintenance Cost: **$0**

Total Project Cost: **$825,000**

Basis for Estimates (include information about how the property value(s) was determined, anticipated acquisition-related costs, general description of operation and maintenance work to be performed, task list with itemized budget, and anticipated schedule for completion of work):

Estimate of fair market value is based on a preliminary estimate from a professional appraisal of timber and land by Chad Johnson, SH&H Appraisal, and Marty Strickland, Sound Forestry, due for completion in April, 2024.

O & M only go to question #15:

Scored Questions

1. To what degree does the project leverage contributions for acquisition from groups, agencies or individuals?

1 a. Sponsor or other organizations **X** will __will not contribute to acquisition of proposed site and/or operation and maintenance activities.

1 b. If applicable, please describe below how contributions from groups or agencies will reduce the need to use Conservation Futures program funds.

1 c. Matching Fund Estimate	Acquisition	O&M	%
Conservation Futures Funds Requested	**$150,000**	**$0**	**18%**
Matching Funds/Resources*	**$675,000**	**$0**	**82%**
Total Project Acquisition Cost	**$825,000**	**$0**	**100%**

** If a prior acquisition is being proposed as match, please describe and provide documentation of value, location, date of acquisition and other information that would directly link the match to the property being considered for acquisition.*

1 d. Source of matching funds/resources	Amount of contribution	Contribution approved?		If not, when?	Contribution available now?		If not, when?
NCWC Grant	**$600,000**	Yes	**No**	**2025**	Yes	**No**	**2025**
NWI Donations	**$75,000**	Yes	**No**	**2025**	Yes	**No**	**2025**

NOTE: Matching funds are strongly recommended and a higher rating will be assigned to those projects that guarantee additional resources for acquisition. Donation of property or a property right will be considered as a matching resource. Donation of resources for on-going maintenance or stewardship ("in-kind" contributions) are not eligible as a match.

2. To what degree does the project sponsor commit to provide long-term stewardship for the proposed project?

2 a. Sponsoring agency **X is** __is not prepared to provide long-term stewardship (easement monitoring, maintenance, up-keep, etc.) for the proposed project.

2 b. Describe any existing programs or future plans for stewardship of the property, including the nature and extent of the commitment of resources to carry out the stewardship plan.

Northwest Watershed Institute plans to steward the parcel long term as part of NWI's Tarboo Wildlife Preserve (TWP). A Stewardship Plan, including Forest Management Plan, will be prepared for the Property.

Long-term stewardship of the West Slope Forest parcel can be efficiently incorporated into NWI's existing operations because NWI's main base of operations is the 400-acre Tarboo Wildlife Preserve in the heart of the Tarboo valley, adjoining the proposed project. NWI already employs an experienced professional staff, including an Executive Director/Conservation Biologist, Stewardship Director/Botanist, Education and Outreach Director/Volunteer coordinator, and Field Crew that conduct annual restoration projects, monitoring, and stewardship at TWP and other conservation properties in the Tarboo watershed. NWI currently stewards nearly 800 acres in the Tarboo-Dabob Bay watershed, of which about 400 acres are managed for sustainable, ecologically based forestry and under Forest Stewardship Council standards.

3. To what degree has the project sponsor demonstrated effective long-term stewardship of a similar project?

3 a. Describe the sponsoring agency's previous or on-going stewardship experience.

Northwest Watershed Institute is a nonprofit conservation organization that provides scientific, technical and on-the-ground support for watershed restoration and has been conducting habitat stewardship and restoration projects in the Tarboo watershed for over 20 years. NWI has extensive experience stewarding and managing the Tarboo Wildlife Preserve and private and state conservation properties using professional staff, experienced field crew, contractors, and volunteers. NWI forestlands are certified by the Forest Stewardship Council and NWI has completed several successful ecologically-based selective timber harvests in the Tarboo forest to date.

3 b. Has the project sponsor and/or applicant been involved in other projects previously approved for Conservation Futures funding?

_____No, neither the sponsor nor applicant has been involved in a project previously approved for Conservation Futures funds.

X Yes, the sponsor and/or applicant for this project has been involved in a project previously approved for Conservation Futures funds. Please provide details:

Yes. NWI has been involved in eleven previous successful Conservation Futures funded projects in the Tarboo watershed including nine conservation easement projects proposed jointly by NWI and JLT and two fee simple projects. NWI returned funding to JCCF for the 120-acre Discovery Creek project in 2021 because additional federal funding was obtained for NWI to acquire that property.

4. To what degree is the acquisition feasible?

4 a. Property **X** can __cannot feasibly be acquired in a timely fashion with available resources.

4 b. Necessary commitments and agreements __are **X** are not in place.

4 c. All parties __are **X** are not in agreement on the cost of acquisition.

If "not" to any of the above, please explain below.

Rayonier has expressed their interest in selling the West Slope Forest Property (letter attached) and NWI is optimistic that a purchase agreement can be finalized and the Property purchased by March of 2025. NWI has a successful track record in purchase of similar property from Rayonier: over the past 4 years NWI has purchased 3 parcels totaling 216 acres.

5. To what degree is the project a part of an adopted open space, conservation, or resource preservation program or plan that was open to public review and comment, or identified in a community conservation effort that provided opportunities for public input?

The proposed acquisition **X** is specifically identified in an adopted open space, conservation, or resource preservation program or plan, or community conservation effort, that is publicly available. *Please describe below, including this project's importance to the plan. Please also reference the website of the plan if available or include the plan with this application.*

__complements an adopted open space or conservation plan, but is not specifically identified. *Please describe below, and describe how the proposed acquisition is consistent with the plan.*

__is a stand-alone project.

Jefferson Land Trust's *Jefferson County Conservation Plan* (2010) identifies the Property as within a priority forest conservation area. https://www.saveland.org/wp-content/uploads/2016/06/2010_JLT_ConservationPlan_LoRes.pdf

The Property is within the priority habitat stream corridor area of the *Tarboo Creek/Dabob Bay Implementation Strategy*, a Sub-Plan of JLT's *Jefferson County Conservation Plan (2010).*

The Property is a top priority in Northwest Watershed Institute's *Tarboo Watershed Conservation Strategy* to protect and restore the stream and wildlife corridor of Tarboo Creek (Objective 1) and also fits within the Forestland protection objective (objective 3) http://www.nwwatershed.org/tarboo-watershed-conservation-strategy.html

The proposed properties are within a priority terrestrial conservation area identified and mapped in the *Willamette Valley- Puget Trough- -Georgia Basin Ecoregional Assessment* (2004 Floberg et al). This priority area includes much of the Tarboo and Thorndyke watersheds. The Ecoregional plan, developed by Washington Department of Fish and Wildlife and The Nature Conservancy, is one of the primary conservation plans for Puget Sound and has received extensive public and scientific review.

6. To what degree does the project conserve opportunities which are otherwise lost or threatened?

6 a. The proposed acquisition site **X** does __does not provide a conservation or preservation opportunity which would otherwise be lost or threatened.

6 b. If applicable, please carefully describe the nature and immediacy of the opportunity or threat, and any unique qualities about the site.

The proposed acquisition will provide a significant conservation opportunity that will be otherwise by lost in the next year. If NWI cannot purchase the Property by March 2025, Rayonier will proceed with industrial management plans including clear-cutting the property, then aerial spraying with herbicides, prior to replanting with a monoculture of Douglas fir.

Over the longer term, the conservation purchase will prevent development of the property into at least two large residential lots, one on each 40-acre parcel, with scenic views of the Olympics. Although the Property is part of a much larger forestland tract owned by Rayonier, the company is a Real Estate Investment Trust (REIT) that aims to maximizing its return over time by selling forestlands for development in East Jefferson County.

CF funding in 2024 is urgently needed to leverage other potential funding from private donors and other grant sources so the Property can be purchased in early 2025.

7. Are the conservation values of the project commensurate with or greater than the amount of CF funds requested, and will both the timeframes for meeting project objectives and associated metrics demonstrate achievement of the conservation objectives?

7 a. Summarize the project's conservation values and how the CF funds requested support these values.

The project's conservation values are extremely high relative to CF funds requested because: 1) the CF funds are a small fraction (18%) of the overall project funding, 2) a large acreage of 80 acres will be protected at a CF futures cost of only $1,875/acre.

The project will preserve a critical large parcel adjoining the Tarboo Wildlife Preserve, helping to protect the stream, wetland and forest conservation corridor that extends from the headwaters of Tarboo Creek to Tarboo-Dabob Bay. The project will conserve 80 acres of streams, wetlands, and forest that provide wildlife habitat, tribal cultural resources, outdoor education opportunities, and help protect anadromous fish in downstream Tarboo Creek, as well as water quality and shellfish resources in Tarboo-Dabob Bay.

7b. Summarize how the project's conservation values are related to the project's specific objectives.

The project's conservation values of wildlife habitat and connecting corridor, aquatic habitat support, cultural resources, outdoor education, forest carbon storage and protecting biodiversity are well served by the project objectives which are to purchase the property for permanent conservation and restoration of older forest habitat, while allowing sustainable timber harvest.

8. To what degree does the project preserve habitat for flora and fauna other than habitat for anadromous fish species?

8 a. **X** provides habitat for State of Washington Priority Habitat specific to the project and/or State or Federal (NOAA and USFWS) Candidate, Endangered, Threatened or Sensitive species (provide list and references).

8 b. **X** provides habitat for a variety of native flora or fauna species.

8 c. **X** contributes to an existing or future wildlife corridor or migration route.

If affirmative in any of the above, please describe and list the Priority Habitat(s) and Threatened, Endangered, or Sensitive species below, and cite or provide documentation of species' use.[1]

Priority and Listed Species on-site

Tarboo Creek tributaries	**Priority Riparian Habitat**
Western toad	**State Candidate and Federal Species of Concern**
Pileated woodpecker	**State Candidate**

Listed Species benefited downstream in adjacent Tarboo Wildlife Preserve:

Puget Sound steelhead	**State Candidate and Federal Threatened**
Hood Canal coho salmon	**Federal Species of Concern**
Western Brook lamprey	**Federal Species of Concern**

Listed Species benefited downstream in Tarboo-Dabob Bay (documented rearing habitat)

Hood Canal summer chum salmon	**State Candidate and Federal Threatened**
Puget Sound Chinook salmon	**State Candidate and Federal Threatened**

Provides habitat for a variety of native flora and fauna

The project will protect and restore riparian, wetland and forest habitats that support a high diversity of at-risk fish, bird, amphibian, and mammal species that occur in Pacific Northwest forests, including western toad, amphibians, bats, bear, cougar, blacktail deer, and neo-tropical migratory birds. The 80 acres is primarily 35-year old plantation forest, but includes a variety of forest types including mature maple groves, alder wetlands, and riparian areas along three tributaries to Tarboo Creek. Ecologically based thinning of plantation forest is proposed that will promote older forest habitat growth over time for potential use by at-risk species such as fisher and marbled murrelet.

Wildlife corridor

The property is a critical part of long-term effort to protect a significant wildlife corridor from the headwaters of Tarboo Creek to Dabob Bay. Cougar have been using the Property as recently as early

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[1] See, for example, http://www.dnr.wa.gov/researchscience/topics/naturalheritage/pages/amp_nh.aspx
http://www.wdfw.wa.gov/conservation/phs/list/
http://www1.dnr.wa.gov/nhp/refdesk/plants.html
http://www1.dnr.wa.gov/nhp/refdesk/pubs/wa_ecological_systems.pdf

March 2024, migrating down the valley from the Freeman Conservation Easement property across the Tarboo Wildlife Preserve (see maps and photos). Black bear and deer move throughout the preserve and into the Property. Western toads seasonally migrate from the valley bottom wetlands to forested wetland and streams on the hillsides of the Property. A bull and cow elk were seen for the first time in 2023 at the Tarboo Wildlife Preserve, suggesting the possibility of an elk herd re-establishing in the Tarboo valley after 100 years absence. The proposed project will significantly benefit landscape scale wildlife conservation.

8 d. Does the current owner participate in conservation programs that enhance wildlife habitat? If so, please provide details.

Yes – the proposed owner of the Property is Northwest Watershed Institute, a non-profit conservation organization with professional expertise and over 20 years of experience in protecting and restoring wildlife habitat in the Tarboo Creek-Dabob Bay watershed. NWI staff, field crew, and contractors have conducted more than 100 stream, wetland, and forest restoration projects on NWI, state, private lands. NWI stewards nearly 800 acres, of which approximately 400 acres are forestlands, some of which are managed for ecologically based forestry under FSC certification.

9. To what degree does the project protect habitat for anadromous fish species?

9 a. Describe to what degree the project protects habitat for anadromous fish species (for example: marine shorelines, stream or river corridors including meander zones, and riparian buffers). Please provide documentation and maps that demonstrate the location, quality and extent of the existing buffer and adjoining habitat.

The West Slope Forest Property is important for protecting adjacent downstream habitat for anadromous fish species of Tarboo Creek. The Property contains three tributaries that drain into the adjacent Tarboo Wildlife Preserve in the Tarboo valley. Protection and restoration of the stream ravines and forests on the steep slopes of the Property will help maintain summer stream flow, reduce siltation, and prevent herbicide contamination of downstream habitat for native coho salmon, coastal cutthroat trout, fall chum salmon, and steelhead that occur in Tarboo Creek and Tarboo-Dabob Bay.

<u>Listed Species benefited in adjacent downstream Tarboo Wildlife Preserve:</u>

Puget Sound steelhead	**State Candidate and Federal Threatened**
Hood Canal coho salmon	**Federal Species of Concern**
Western Brook lamprey	**Federal Species of Concern**

<u>Listed Species benefited downstream in Tarboo-Dabob Bay (documented rearing habitat)</u>

Hood Canal summer chum salmon	**State Candidate and Federal Threatened**
Puget Sound Chinook salmon	**State Candidate and Federal Threatened**

10. To what degree does the project preserve farmland for agricultural use OR forestland for silvicultural use?

10 a. Describe the extent and nature of current and planned agricultural or silviculture use of the proposed acquisition, including any anticipated changes to that use once the property, or property right, is acquired with Conservation Futures funds.

The forest will be managed for ecologically based sustainable forestry and to restore diverse older forest habitats. NWI will prepare a Forest Management Plan that meets FSC standards and that will involve thinning the 35-year-old plantation forest to restore older forest structure, function and habitats and provide sustainable timber products.

10 b. Describe the current owner's record of implementing management practices that preserves and/or enhances soil, water quality, watershed function and wildlife habitat.

Northwest Watershed Institute has been conducting forest related watershed restoration for over 20 years including road removal, tree planting, stream culvert replacement, invasive species removal, and selective timber harvest. Most of NWI's forestlands are Forest Stewardship Council certified, which are the strongest certification standards for ecologically based forest management.
The proposed management will involve use of silvicultural practices to restore older forest habitat, as well as invasive species removal.

10 c. Describe how the acquisition or proposed easement will likely preserve and/or enhance soil, water quality, watershed function and wildlife habitat.

Acquisition of the West Slope Forest Property will allow protection of the existing forest that would otherwise be clear-cut and aerial sprayed with herbicide. NWI plans to help enhance watershed function, wildlife habitat, and water quality by ecologically based thinning of the dense plantation forest, as well as removal of invasive species such as English holly. These forest management practices will help boost tree growth and help develop older, more biological diverse forest habitats and healthy soils.

10 d. Does this project preserve a mix of quality farmland and forestland?

This specific project involves forestland and habitat protection and does not include agriculture. However, if the definition of agriculture is broadened to include native food foraging, the Property has excellent potential for gathering of black truffles and other edible mushrooms and deer hunting. In addition, although this property does not include agricultural lands, within the context of the large conservation effort for the Tarboo-Dabob Bay watershed, NWI, JLT, and partners are preserving a mix of agricultural lands, forestlands, wetlands, and wildlife habitats.

11. Climate change:

11 a. To what degree does this project increase resiliency to and/or mitigate climate change, and is the project's scale significant in regards to increasing climate resiliency?

Forests of the Pacific Northwest are among the best in the world for sequestering and storing carbon. The project proposal to protect and restore older forest habitat on 80-acres will store significant amounts of carbon. A 60-year old forest stores roughly the equivalent of 7 years of carbon emissions by the average American - per acre. The project is of significant benefit in terms of carbon storage over time. In addition, the planned thinning of the plantation forest to help it

become more biologically diverse in terms of species and structure will increase its resilience to forest fires, helping to mitigate climate change impacts.

12. What area does the project serve?

12 a. Describe how the proposed acquisition benefits primarily a __local area **X** broad county area including the area served, the nature of the benefit, the jurisdictions involved, and the populations served.

The proposed project benefits a broad county area because it is a key part of a conservation project that extends from the headwaters of Tarboo Creek to the state's Dabob Bay Natural Area to protect and restore habitats and wildlife connectivity on a landscape scale. In particular, the project will protect a critical "gap" in the Tarboo Wildlife Preserve that will directly benefit the wildlife corridor along the Tarboo valley, salmon habitat, biodiversity and safeguard water quality in downstream Dabob Bay, which has been recognized as a state and national priority for conservation due to its diverse estuarine habitats and valuable shellfish production.

12 b. Is the project located in an area that is under-represented by CF funded Projects? *Areas that Conservation Futures has not been able to support to date include, Toandos Peninsula, Sewali's Valley, Bolton Peninsula, and the West End.*

N/A

13. To what degree will the acquisition provide educational opportunities, interpretive opportunities, and/or serve as a general community resource that does not reduce the conservation value(s) of the project?

13 a. Describe the educational or interpretive opportunities that exist for providing public access, educational or interpretive displays (signage, kiosks, etc.) on the proposed site, including any plans to provide those improvements and any plans for public accessibility that will not reduce the conservation value(s) of the project.[2]

The Property is a key addition to the Tarboo Wildlife Preserve, NWI's base of operation for volunteer activities, restoration, and education in the community. As such, the property itself will serve as an important site for educating the public on forest protection and sustainable use. The site is easily accessible from the Preserve and NWI plans to develop a foot trail system to host workshops, tours and other public events to expand understanding and adoption of forest restoration methods.

As described in the letter from the Port Gamble S'Klallam Tribe, the Property will also serve an important educational purpose as a place for the Tribes to pass on traditions of sustainable gathering of forest plants used for cultural purposes and ceremonies.

The Properties is also available for public access by prior permission, including deer hunting, berry picking, and mushroom picking, three important recreational uses in rural areas

14. To what degree does the project preserve historic or culturally significant resources[3]?

14 a. The proposed acquisition __ includes historic or culturally significant resources[4] and

__ is registered with the National Register of Historic Places, or an equivalent program.

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[2] The words "education" and "interpretation" are interpreted broadly by the CF Committee.

[3] 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.

X is recognized locally has having historic or cultural resources.

__ is adjacent to and provides a buffer for a historic or cultural site.

__ none of the above.

If affirmative in any of the above, please describe below, and cite or provide documentation of the historical cultural resources.

Please see letter from Laura Price, Cultural Resources Director for the Port Gamble S'Klallam Tribe, that attests to the importance of this Property for preserving and restoring cultural resources.

The Port Gamble S'Klallam Tribe, Jamestown S'Klallam Tribe, Lower Elwha S'Klallam Tribe, and Skokomish Tribe are signatories to the Point No Point Treaty and retain the right to hunt and gather within their Usual and Accustomed Area, including the Tarboo watershed. These Tribes continue to rely upon a diversity of intact native plant communities in the region, as they have for thousands of years, as places where they gather traditional food, medicine, and materials for use in all aspects of their cultural life, including social and religious. The project site's forests will provide resources for tribal uses, such as cedar bark for basket weaving. If funded, the project will permanently conserve the forest while allowing sustainable harvest and gathering to maintain tribal cultural traditions.

All O & M Projects

15. Applications for Operation and Maintenance funding only to be scored on a scale of 1-100 based on information provided. Consider the CF Manual and the topics below, for example:

15 a. Please describe in detail, the reason O & M funds are needed, proposed O & M activities, and how they protect resources cited in the original acquisition project. Attach additional information such as up-to-date stewardship plan, maps, field reports, work plan, budget, timeline, etc., to support the application, if appropriate. O & M projects must address a compelling, immediate need. Specifically include whether the project has an up-to-date stewardship plan. If there is such a plan, is it being implemented and is the proposed O & M work specifically included in the plan? Also, describe any unforeseen or urgent threats to the resource conservation values of the site and whether the proposed O & M activities will mitigate those threats and/or prevent potential future threats.

N/A

Verification

16. Sponsor commitments:

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

16 b. If this project is approved for funding, I understand the sponsor is required to submit progress reports for three years and for any year in which O & M funds are expended. PB Initials 3/22/24 Date

16 c. If, three years after the date funding is approved by the Board of County Commissioners, the project sponsor has not obtained the required matching funds, the Committee may request the Board of County Commissioners to nullify their approval of funds, and may require the project to re-apply.

If this project is approved for funding, I understand that we may be required to re-submit the application if the project sponsor does not obtain the necessary matching funding within three years.
PB Initials 3/22/24 Date

16 d. The applicant has reviewed all project requirements and all information in the application is accurate to the best of their knowledge. PB Initials 3/22/24 Date

16 e. The sponsor commits to providing long-term stewardship to achieve the conservation and protection goals of the project as proposed in this application or as may be modified with recommendation of the CF Committee and approval of the BoCC. PB Initials 3/22/24 Date

Exhibit C

2024 Conservation Futures Fund Program Manual

DRAFT Jefferson County Conservation Futures Fund Program Manual

2024 Funding Cycle

Jefferson County Conservation Futures Fund Program Manual
2024 Funding Cycle

Mission of the Conservation Futures Fund Program

The mission of the Jefferson County Conservation Futures Fund 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 Fund Citizen's Oversight Committee (CFFCOC) Membership (as of November 20, 2023)

Mary Biskup, Citizen, District 1
Guy Dobyns, Citizen, District 3
Rob Harbour, Interest – Working Lands
Richard Jahnke, Interest – Coastal Areas
Cheryl Lowe, Interest – Habitat Values
Vacant, District 3
Joanne Pontrello, Citizen, District 2
Ron Rempel, Interest – Wildlife Conservation Biology
Vacant, Interest
Jessica Randall, Interest – Ecosystem Services
David Wilkinson, Citizen, District 1
Tom Erlichman, Citizen, District 2
Vacant, Interest

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Overview

Jefferson County welcomes your application to the Conservation Futures Program (CFF 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 CFF Program is to acquire open space lands, including green spaces, greenbelts, fish and wildlife habitat, trail rights-of-ways, agricultural land and forest 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, CFF-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. Lands primarily for their open space, wildlife habitat, agriculture and forest values and their associated non-monetized ecosystem service values 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 project presentation to the CFFCOC, the stewardship plan and its implementation, and all County contracting, reporting, and reimbursement requirements.

Available funding is announced late 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 22, 2024 and sponsors host site visits and present projects to the CFFCOC in mid-March. 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 CFFCOC 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. Approved project funds are not generally available to project sponsors until August or later. At least every other year, the BoCC reviews the priorities of the CFF Program and the project ranking process. All meetings of the CFFCOC are open to the public. Citizens are encouraged to attend.

Conservation Futures Fund Citizen Oversight Committee

The CFFCOC 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 CFFCOC 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. Final written project application: Each CFFCOC member independently reads and assesses each application and prepares any necessary clarification questions.
2. Site visits: Each member **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 CFFCOC member 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 CFFCMs 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 CFFCOC member 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 CFFCOC) 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 CFFCOC 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, CFFCOC 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 CFFCOC chair or vice chair. The CFFCOC must provide justification to the Commissioners for any and all changes from the numerical ranked order.

NEW for 2024 – Preapplication Option:

Applicants are encouraged to submit their application, complete or not, by the preapplication deadline. Doing so allows the CFFCOC to ask more informed questions at the site visit.

Information Sources

The CFF 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 or email tpokorny@co.jefferson.wa.us.

Reimbursement

All grants are funded by the Jefferson County Conservation Futures Fund 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.

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 CFFCOC are subject to the Open Public Meetings Act, Ch. 42.30 RCW. The public is always invited and encouraged to attend. At least 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 an 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 CFF program. However, the CFFCOC 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 complete application information be submitted for both the acquisition and the O & M elements of the project.

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 <u>and how it was determined</u>.

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 CFFCOC 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 CFFCMs 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 CFFCMs.

Required Meeting

The sponsor must request and reserve the date that the CFFCOC 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. CFFCMs 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.

Additional Reporting

Five years after the final requisite annual report is submitted, sponsors should provide an update on their stewardship and monitoring of the project. At any point subsequent to this, the CFFC or program staff may also inquire as to project status.

Project Changes

Project sponsors are expected to implement funded projects as described in their application to the CFFCOC. 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, typically requires that the CFFCOC first develop a recommendation for the BoCC to consider.

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

1. Send a "letter", addressed to the CFFCOC 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 an 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 CFFCMs is available to approve any recommendation to the BoCC.
5. The following change requests are considered particularly significant, and always requires CFFCOC review and recommendation to the BoCC:
    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 CFFCOC 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 CFFCOC chair to refine or clarify the change request ahead of its presentation at the next CFFCOC meeting, as needed.
2. Forward the change request and CFFCOC recommendations to the BoCC for final determination at a regularly scheduled meeting.
3. Work with the CFFCOC, 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 CFFCOC by letter or email via the program coordinator at the contact information on page 3. Every CFFCOC meeting also includes at least two public comment periods. Meeting agendas are posted on the program website.

Appendix A

GRANT AGREEMENT TEMPLATE FOR FEE SIMPLE ACQUISITIONS

(INFORMATIONAL ONLY)

Please Note: Contact program coordinator to request the template for conservation easements.

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 xxxx and end on xxxx 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 and in each year O & M funds are used.

8. Project Funding

The total grant award provided by the Conservation Futures Fund for the Project shall not exceed $xxxx. 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 fifty (50%) percent of the total Project cost and all Project costs in excess of $xxxxxx. 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

a. For its comparative liability, each party agrees to indemnify, defend and hold the other party, its officers, officials, employees, agents and volunteers (and their marital communities), harmless from and against any claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which are alleged or proven to be caused by an act or omission, negligent or otherwise, of its officers, officials, employees, agents or volunteers (and their marital communities).

b. A party shall not be required to indemnify, defend, or hold the other party or its officers, officials, employees, agents and volunteers (and their marital communities) harmless if the claim, damage, loss or expense for personal injury, for any bodily injury, sickness, disease or death or for any damage to or destruction of any property (including the loss of use resulting therefrom) is caused by the sole act or omission of the other party or its officers, officials, employees, agents or volunteers.

c. If any concurrent act occurs or omission of the parties and their officers, officials, employees, agents and volunteers, negligent or otherwise, these indemnity provisions shall be valid and enforceable only for the comparative liability of each party and its officers, officials, employees, agents or volunteers.

d. The parties agree to maintain a consolidated defense to claims made against them and to reserve all indemnity claims against each other until after liability to the claimant and damages are adjudicated. If any claim is resolved by voluntary settlement and the parties cannot agree upon apportionment of damages and defense costs, they shall submit apportionment to binding arbitration.

e. The indemnification obligations of the parties shall not be limited by the Washington State Industrial Insurance Act, Title 51 RCW, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act. Each party expressly waives any immunity afforded by such acts to the extent required by a party's obligations to indemnify, defend and hold harmless the other party, its officers, officials, employees, agents and volunteers (and their marital communities). A party's waiver of immunity does not extend to claims made by its own employees directly against that party as employer. The indemnity provisions of this section are a material inducement to enter into this Agreement and have been mutually negotiated. This section shall survive the expiration or termination of this Agreement.

12. **Insurance**

Prior to commencing work, the Contractor shall obtain at its own cost and expense the following insurance coverage specified below and shall keep such coverage in force during the terms of the Agreement.

a. 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 Contractor's performance of this Agreement. This insurance shall indicate on the certificate of insurance the following coverage: (a) Owned automobiles; (b) Hired automobiles; and, (3) Non-owned automobiles.

b. Commercial General 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:

   i. Broad Form Property Damage, with no employee exclusion;

   ii. Personal Injury Liability, including extended bodily injury;

   iii. Broad Form Contractual/Commercial Liability – including coverage for products and completed operations;

   iv. Premises – Operations Liability (M&C);

   v. Independent Contractors and subcontractors;

   vi. Blanket Contractual Liability.

c. Professional Liability Insurance. The Contractor shall maintain professional liability insurance against legal liability arising out of activity related to the performance of this Agreement, on a form acceptable to Jefferson County Risk Management in the amounts of not less than $1,000,000 Each Claim and $2,000,000 Aggregate. The professional liability insurance policy should be on an "occurrence" form. If the professional liability policy is "claims made," then an extended reporting periods coverage (tail coverage) shall be purchased for three (3) years after the end of this Agreement, at the Contractor's sole expense. The Contractor agrees the Contractor's insurance obligation to provide professional liability insurance shall survive the completion or termination of this Agreement for a minimum period of three (3) years.

d. The County shall be named as an "additional named insured" under all insurance policies required by this Agreement, except Professional Liability Insurance when not allowed by the insurer.

e. Such insurance coverage shall be evidenced by one of the following methods: (a) Certificate of Insurance; or, (b) Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.

f. The Contractor shall furnish the County with properly executed certificates of insurance that, at a minimum, shall include: (a) The limits of coverage; (b) The project name to which it applies; (c) The certificate holder as Jefferson County, Washington and its elected officials, officers, and employees with the address of Jefferson County Public

Health 615 Sheridan Street, Port Townsend, WA 98368, and, (d) A statement that the insurance policy shall not be canceled or allowed to expire except on thirty (30) days prior written notice to the County. If the proof of insurance or certificate indicating the County is an "additional insured" to a policy obtained by the Contractor 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 Contractor to obtain the full text of that endorsement and forward that full text to the County. Certificates of coverage as required by this section shall be delivered to the County within fifteen (15) days of execution of this Agreement.

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

h. The Contractor's 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, with the exception of Professional Liability Insurance, so affected shall protect both parties and be primary coverage for all losses covered by the above described insurance.

i. 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.

j. All deductibles in the above described insurance policies shall be assumed by and be at the sole risk of the Contractor.

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

l. Insurance companies issuing the Contractor's insurance 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 insurance policy.

m. Any judgments for which the County may be liable, in excess of insured amounts required by this Agreement, or any portion thereof, may be withheld from payment due, or to become due, to the Contractor until the Contractor shall furnish additional security covering such judgment as may be determined by the County.

n. 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 Contractor must provide in order to comply with this Agreement.

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

p. The Contractor's liability insurance provisions shall be primary and noncontributory with respect to any insurance or self-insurance programs covering the County, its elected and appointed officers, officials, employees, and agents.

q. Any failure to comply with reporting provisions of the insurance policies shall not affect coverage provided to the County, its officers, officials, employees, or agents.

r. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

s. The Contractor 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 the requirements stated herein.

t. The insurance limits mandated for any insurance coverage required by this Agreement are not intended to be an indication of exposure nor are they limitations on indemnification.

u. The Contractor shall maintain all required insurance policies in force from the time services commence until services are completed. Certificates, insurance policies, and endorsements expiring before completion of services shall be promptly replaced. All the insurance policies required by this Agreement shall provide that thirty (30) days prior to cancellation, suspension, reduction or material change in the policy, notice of same shall be given to the Jefferson County Public Health Contracts Manager by registered mail, return receipt requested.

v. The Contractor shall place insurance with insurers licensed to do business in the State of Washington and having A.M. Best Company ratings of no less than A-, with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington.

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

13. Workers Compensation (Industrial Insurance)

a. If and only if the Contractor 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 Contractor, the Contractor shall maintain workers compensation insurance at its own expense, as required by Title 51 RCW, for the term of this Agreement and shall provide evidence of coverage to Jefferson County Public Health, upon request.

b. Workers compensation insurance covering all employees with limits meeting all applicable state and federal laws. This coverage shall include Employer's Liability with limits meeting all applicable state and federal laws.

c. This coverage shall extend to any subcontractor that does not have their own worker's compensation and employer's liability insurance.

d. The Contractor expressly waives by mutual negotiation all immunity and limitations on liability, with respect to the County, under any industrial insurance act, disability benefit act, or other employee benefit act of any jurisdiction that would otherwise be applicable in the case of such claim.

e. If the County incurs any costs to enforce the provisions of this subsection, all cost and fees shall be recoverable from the Contractor.

14. 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.

15. 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.

16. 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.

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

18. No Harassment of Discrimination

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.

19. 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.

20. 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 Agreement.

21. Disputes

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.

Each party to this Agreement shall be responsible for their own dispute and litigation costs, including attorney's fees.

22. Termination for Funding

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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. Facsimile and Electronic Signatures

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

35. 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.

36. Effective Date of this Agreement

This Agreement shall be effective upon signing by all parties.

37. 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.

38. 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.

39. 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.

40. Attachments

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

41. 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

Board of County Commissioners
Jefferson County, Washington

By: _____
Greg Brotherton, Chair Date

By: _____
Heidi Eisenhour, Commissioner Date

By: _____
Kate Dean, Commissioner Date

SEAL:

ATTEST:

_____
Carolyn Galloway Date
Clerk of the Board

Approved as to form only:

_____
Philip C. Hunsucker Date
Chief Civil Deputy Prosecuting Attorney

[SPONSOR]

By: _____
Signature

Name: _____

Title: _____

Date: _____

APPENDIX A (to the agreement template)

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

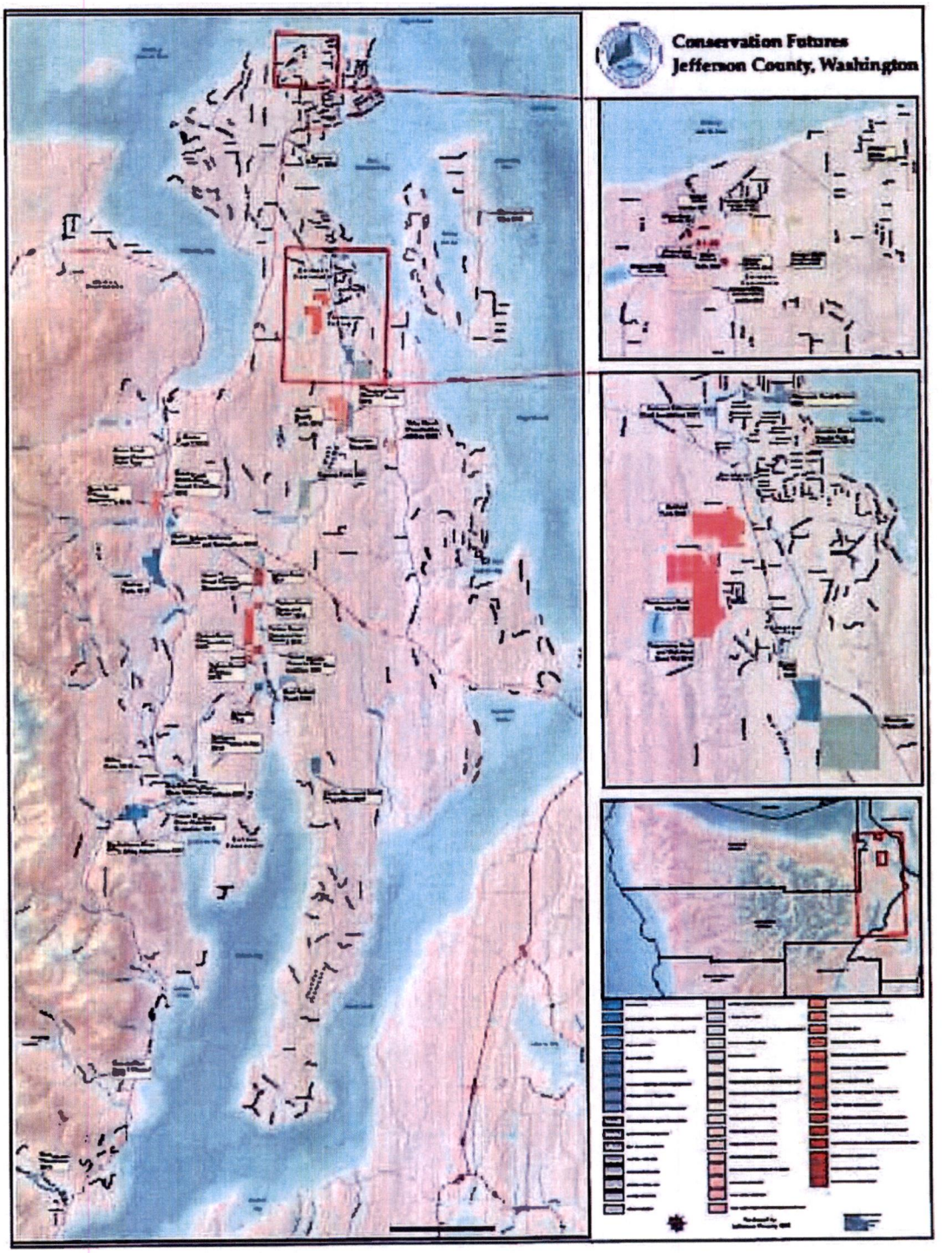
Exhibit B
[202x] Conservation Futures [PROJECT]

Exhibit C
[202x] Conservation Futures Program Manual

Exhibit D
Resolution No. [NUMBER]

End Fee Simple Informational Template

Appendix B
APPROVED PROJECTS MAP



ANNUAL REPORT FORM TEMPLATE

Jefferson County Conservation Futures Program
Annual Project Reporting Form TEMPLATE

Project Name:
Project Objectives:
Parcel Number(s):
Total Acreage:
Month and year that CFF funding was awarded:
Amount of CFF award:

☐ Easement
Title:
Grantor:
Grantee:
Date of Acquisition:
Purchase price:

☐ Fee Simple
Seller:
Date of Acquisition:
Purchase price:

Entity responsible for stewardship:

Plans or agreements pertaining to this acquisition:

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

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

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

Needs and challenges:
General progress towards project's objectives:

Completed by:
Title:
Organization:

Signature Date

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.

Appendix D

DRAFT 2024 PROGRAM CALENDAR

WE February 21, 2024 4pm – 6pm Past Projects Review Meeting

FR March 1, 2024 Preapplications due

TU March 12, 2024 9am – 5pm Site visits rain or shine (alternatively by video)

FR March 22, 2024 by midnight – Final project applications due to staff from applicants (email only)

TU April 2, 2024 2pm-5pm (new timeframe – shorter if fewer projects) – Final project interviews – Hybrid – In person location TBD

TU April 9, 2024 Deadline for additional questions for applicants (through staff)

TU April 16, 2024 Deadline for applicants to respond to questions (through staff)

FR April 19, 2024 (somewhat flexible deadline) Provide scores to staff

TU April 23, 2024 2pm-5pm (shorter if fewer projects) –Score, Rank and Recommend Meeting – Hybrid – In person location TBD

May/June – Presentation of Recommendations to BoCC

Exhibit D

Resolution No. 36-0624-24R

Documents#11-13

STATE OF WASHINGTON
County of Jefferson

Dedication of Conservation Futures Funds to the Tarboo Wildlife Preserve – West Slope Forest Addition Project, as Authorized by and in Accordance with Jefferson County Code Section 3.08.030(7) to Provide a System of Public Open Spaces	}	RESOLUTION NO 36-0624-24R

WHEREAS, Conservation Futures Fund tax levy collections, authorized under RCW 84.34.230, are an important means of retaining community character and accomplishing the open space policies and objectives of the Jefferson County Comprehensive Plan that encourage the coordinated acquisition of key open space lands for long-term protection; and

WHEREAS, Jefferson County is authorized by RCW 84.34.210 and 84.34.220 to acquire open space land, agricultural and timber lands as defined in RCW 84.34.220; and

WHEREAS, the Conservation Futures Fund Citizen Oversight Committee has reviewed project applications for 2024 and made its funding recommendations to the Board of County Commissioners in accordance with Jefferson County Code Chapter 3.08; and

WHEREAS, under the provisions of the Jefferson County Conservation Futures Fund Program, Northwest Watershed Institute, as project sponsor, requests funding towards the fee simple acquisition of two (2) parcels of land located in S28 T28N R1W with Assessor's Parcel Numbers 801282005 and 801283001; and

WHEREAS, the County retains enough developable land to accommodate the Tarboo Wildlife Preserve, West Slope Forest Addition project as well as the housing and employment growth that it is expected to receive, thus satisfying the requirement in RCW 84.34.240(3); and

WHEREAS, Jefferson County considers it in the best public interest to contribute financially to this open space project.

NOW, THEREFORE BE IT RESOLVED that:

1. Jefferson County hereby dedicates up to $150,000 in Conservation Futures Funds towards eligible acquisition expenses for the Tarboo Forest –West Slope Addition project, contingent upon presentation of a matching contribution of at least fifty percent (50%). The sponsor anticipates that the matching contribution will be eighty-two percent (82%) at the time of project completion.

2. This dedication of funding may be nullified if a submittal for reimbursement, accompanied by documentation of matching funds sufficient to complete the acquisition, is not received from the sponsor within three years of the signing of this resolution.

36 - 0624 - 24 R

Resolution No. _____ re: Dedication of Conservation Futures Funds to the Tarboo Wildlife Preserve, West Slope Forest Addition project

APPROVED AND ADOPTED this 24th day of June, 2024 in Port Townsend, Washington.

SEAL:

JEFFERSON COUNTY COMMISSIONERS SEAL STATE OF WASHINGTON

ATTEST:

Carolyn Gallaway

Carolyn Gallaway, CMC
Clerk of the Board

JEFFERSON COUNTY
BOARD OF COMMISSIONERS

Kate Dean, Chair

Greg Brotherton, Member

Heidi Eisenhour, Member