



**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA REQUEST**

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

FROM: Pinky Mingo, Environmental Public Health and Water Quality Director
Tami Pokorny, Natural Resources Program Coordinator

DATE: January 10, 2022

SUBJECT: Agenda Item – Jefferson Land Trust: Quimper Wildlife Corridor Additions
Project Conservation Futures Grant Agreement; February 15, 2021 – February
15, 2024; \$69,500

STATEMENT OF ISSUE:

Jefferson County Public Health requests approval of the Quimper Wildlife Corridor Additions Conservation Futures Grant Agreement to acquire property fee simple; February 15, 2021 – February 15, 2024; \$69,500.

ANALYSIS/STRATEGIC GOALS/PRO'S and CON'S:

This project, for Jefferson Land Trust to acquire ten parcels of land fee simple in the Quimper Wildlife Corridor, was approved for Conservation Futures funds in Resolution #54-21 on September 7, 2021. Both the subject and the match properties have now been acquired by the Land Trust, and approval of this agreement will allow for reimbursement.

FISCAL IMPACT/COST BENEFIT ANALYSIS:

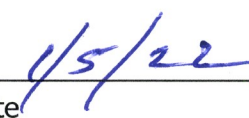
Funding for this project is provided by the Conservation Futures Fund, and there is no impact to the County's General Fund.

RECOMMENDATION:

JCPH Management recommends BOCC signature for the Quimper Wildlife Corridor Additions Conservation Futures Grant Agreement to acquire property fee simple; February 15, 2021 – February 15, 2024; \$69,500

REVIEWED BY:


Mark McCauley, Interim County Administrator


Date 1/5/22

JEFFERSON COUNTY CONSERVATION FUTURES PROGRAM
PROJECT GRANT AGREEMENT

Project Sponsor: Jefferson Land Trust (UBI Number 601 173 681)

Project Title: Quimper Wildlife Corridor Additions

Contract Number: EH-21-062

Approval: Resolution No. 54-21

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 Jefferson Land Trust (Sponsor), 1033 Lawrence 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. 54-21.

3. Grant Administration

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

4. Description of Project

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

5. Project Requirements

Jefferson Land Trust shall implement a Conservation Futures Program project to acquire fee simple via a statutory warranty deed of nine parcels of land known in the records of the Jefferson County Assessor as APN#(s) 946500101, 946500201, 946500301, 946500401, 946500501, 946500601, 946500701, 946500801, and 946500901 as well as the matching property, APN# 951903501 (collectively the Property – [Exhibit A](#)), and as described in the 2021 Conservation Futures project application for the Quimper Wildlife Corridor Additions Project ([Exhibit B](#)) and 2021 Conservation Futures Program Manual ([Exhibit C](#)), and as authorized by Resolution No. 54 – 21 ([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 deed to protect the County’s interests and conservation values, including, at a minimum, the following:

Grantee’s costs of acquiring the Property were provided in part by grant funding from the Jefferson County Conservation Futures property tax authorized by Washington law. Grantee hereby agrees to be bound by Jefferson County Code (JCC) [3.08.030\(9\)](#), the uses authorized under RCW [84.34.230](#), including the

obligation to ensure the long-term conservation of the Property in accordance with the terms and conditions of the statutory warranty deed, and to obtain the consent of Jefferson County prior to any conveyance of any interest acquired hereby. Consistent with JCC [3.08.030\(9\)](#), the Property shall not be converted to a different use unless and only if other equivalent lands or interest in lands within Jefferson County are received by Grantee in exchange.

6. Period of Performance

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

7. Annual Reporting Required.

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

8. Project Funding

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

	Acquisition	O & M	Totals	% Match
Quimper Wildlife Corridor Additions – Conservation Futures	\$69,500	\$0	\$69,500	37% or less
Estimated Project Sponsor Contribution	\$118,337	\$0	\$118,337	63% or more
Estimated Total Project Cost	\$187,838	\$0	\$187,838	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

Sarah Spaeth, Director of Conservation
Jefferson Land Trust
1033 Lawrence St.
Port Townsend, WA 98368

Conservation Futures Program Contact

Tami Pokorny
Jefferson County Environmental Public
Health – Conservation Futures
615 Sheridan Street
Port Townsend, WA 98368

These addresses shall be effective until receipt by one party from the other of a written notice of any change.

27. Entire Agreement

This Agreement, along with all attachments, constitutes the entire agreement of the parties. No other understandings, oral or otherwise, regarding this Agreement shall exist or bind any of the parties.

28. Severability

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

29. Survival

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

30. Binding on Successors, Heirs and Assigns

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

31. No Third-party Beneficiaries

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

32. Signature in Counterparts

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

33. Facsimile and Electronic Signatures

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

34. Public Records Act

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

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

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

35. Effective Date of this Agreement

This Agreement shall be effective upon signing by all parties.

36. Controlling Law

It is understood and agreed that this Agreement is entered into in the State of Washington. This Agreement shall be governed by and construed in accordance with the laws of the United States, the State of Washington and the County of Jefferson, as if applied to transactions entered into

and to be performed wholly within Jefferson County, Washington between Jefferson County residents. No party shall argue or assert that any state law other than Washington law applies to the governance or construction of this Agreement.

37. Order of Precedence.

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

38. Force Majeure

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

39. Attachments

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

40. Representations and Warranties

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

DATED this _____ day of _____, 20_____.

(SIGNATURES FOLLOW ON THE NEXT PAGE)

JEFFERSON COUNTY WASHINGTON

Board of County Commissioners
Jefferson County, Washington

By: _____
Kate Dean, Chair Date

By: _____
Greg Brotherton, Commissioner Date

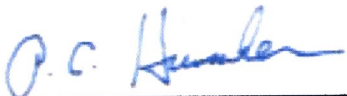
By: _____
Heidi Eisenhour, Commissioner Date

SEAL:

ATTEST:

Carolyn Galloway Date
Clerk of the Board

Approved as to form only:

 _____
December 1, 2021

Philip C. Hunsucker Date
Chief Civil Deputy Prosecuting Attorney

JEFFERSON LAND TRUST

By: Sarah Spueh
Signature

Name: Sarah Spueh
Title: Director, Conservation & Strategic Partnerships

Date: 12/28/2021

APPENDIX A

Scope of Work

Jefferson Land Trust, as project sponsor “Sponsor”, will perform the following tasks in order to implement the Quimper Wildlife Corridor Additions Project:

Task 1: Acquire Matching Contribution

Sponsor shall secure the necessary matching contribution of no less than seventy-nine percent (63%) 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 63% of the total project cost.

Task 2: Acquire Statutory Warranty Deed

Sponsor shall acquire a statutory warranty deed grant deed on the subject property, APN#(s) 946500101, 946500201, 946500301, 946500401, 946500501, 946500601, 946500701, 946500801, and 946500901 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

647622 Pgs: 5 SWD

09/10/2021 11:53:08 AM \$207.50 FIRST AMERICAN TITLE OF JEFFERSON CO
Jefferson County WA Auditor's Office - Rose Ann Carroll, Auditor
ELECTRONICALLY RECORDED

Upon recordation return to:
Jefferson Land Trust
1033 Lawrence Street
Port Townsend, WA 98368

STATUTORY WARRANTY DEED

65305CK

Grantor: Taimay Jones, Matthew Jones, wife and husband and Jeffrey R. Jones and June P. Jones, husband and wife

Grantee: Jefferson Land Trust, a Washington nonprofit corporation

Assessor's Tax Parcel No: 946500101, 946500601, 946500501, 946500201, 946500301, 946500401, 946500901, 946500801, 946500701

The Grantor, Taimay Jones, Matthew Jones, wife and husband and Jeffrey R. Jones and June P. Jones, husband and wife, for valuable consideration, conveys and warrants to the Jefferson Land Trust ("Grantee"), all of Grantor's right, title, and interest in and to the following described real estate situated in the County of Jefferson, State of Washington:

All of Blocks 1 through 9 of David's Addition to the City of Port Townsend, as per Plat recorded in Volume 2 of Plats, page 44, records of Jefferson County, Washington.

Situate in the County of Jefferson, State of Washington.

In order to permanently protect fragile ecosystems and to extend an existing wildlife habitat corridor known as the Quimper Wildlife Corridor, the Grantors and the Grantee herein covenant and agree that the real property that is the subject of this Deed shall be maintained, retained and conserved in perpetuity in its natural state by the Grantee, its successors and assigns. This covenant is deemed to touch upon and run with the land in strict conformance with RCW 84.34.230. The land shall not be converted to a different use unless and only if other equivalent lands within the Jefferson County (the County) are received by the County in exchange.

The foregoing covenant does not apply to the following:

Trails;

Planting of any vegetation or trees that are native to the Pacific Northwest;

Removal of species that are not native to the Pacific Northwest;

Removal of any dead, diseased, or dangerous trees that constitute a hazard to life or property.

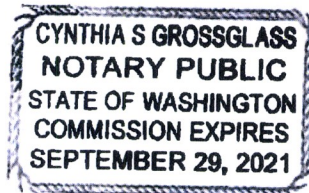
1007271 137572 *09/10/2021 \$2,805.00*

T Jones
Taimay Jones

EXECUTED this 8th day of September, 2021

STATE OF WASHINGTON)
COUNTY OF JEFFERSON King) ss:

On this day 8th day of September, 2021, before me personally appeared before me Taimay Jones, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as his/her free and voluntary act and deed, for the uses and purposes therein mentioned.



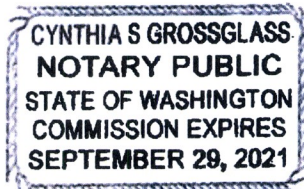
Cynthia S Grossglass
Notary signature
Cynthia S Grossglass
Notary name printed or typed
NOTARY PUBLIC, State of Washington
Residing at: Everett, WA

Matthew Jones
Matthew Jones

EXECUTED this 8th day of SEPTEMBER, 2021

STATE OF WASHINGTON)
COUNTY OF JEFFERSON King) SS:

On this day 8th day of September, 2021, before me personally appeared before me **Matthew Jones**, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as his/her free and voluntary act and deed, for the uses and purposes therein mentioned.



Cynthia S Grossglass
Notary signature
Cynthia S Grossglass
Notary name printed or typed
NOTARY PUBLIC, State of Washington
Residing at: Everett WA

Jeffrey R. Jones
Jeffrey R. Jones

EXECUTED this 7 day of September, 2021

STATE OF WASHINGTON)
COUNTY OF JEFFERSON) SS:

On this day 7th day of September, 2021, before me personally appeared before me Jeffrey R. Jones, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

KARLA MAE ALCARAZ
NOTARY PUBLIC #194210
STATE OF WASHINGTON
MY COMMISSION EXPIRES
07-21-25

Karla Mae Alcaraz
Notary signature

Notary name printed or typed
NOTARY PUBLIC, State of Washington
Residing at: Turner, WA

June P. Jones
June P. Jones

EXECUTED this 7th day of September, 2021

STATE OF WASHINGTON)
COUNTY OF JEFFERSON) SS:

On this day Thurs 7th day of September, 2021, before me personally appeared before me June P. Jones, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

KARLA MAE ALCARAZ
NOTARY PUBLIC #194210
STATE OF WASHINGTON
MY COMMISSION EXPIRES
07-21-25

Karla Mae Alcaraz
Notary signature

Karla Mae Alcaraz
Notary name printed or typed
NOTARY PUBLIC, State of Washington
Residing at: Tumwater, WA

647933 PGS:2 SWD

09/20/2021 12:05 PM \$204.50 OWEN FAIRBANK
Jefferson County WA Auditor's Office - Rose Ann Carroll, Auditor



When recorded return to:
Sarah Spaeth
Jefferson Land Trust
1033 Lawrence St.
Port Townsend, Wa. 98368

STATUTORY WARRANTY DEED

THE GRANTORS Sarah Fairbank and Owen N. Fairbank, Trustees of the Fairbank Revocable Living Trust, Dated Sept. 7, 1990 as a gift and for no monetary consideration, convey and warrant to Jefferson Land Trust the following described real estate situated in the County of Jefferson, State of Washington, together with all after acquired title therein:

Tax Parcel Number: 951 903 501

Lots 1 through 20, Block 35, Fowler's Park Addition to the City of Port Townsend, as per plat recorded in Volume 2 of Plats, on page 16, records of Jefferson County Washington.
Situate in the County of Jefferson, State of Washington.

In order to permanently protect fragile ecosystems and to extend an existing wildlife habitat corridor known as the Quimper Wildlife Corridor, the Grantors and the Grantee herein covenant and agree that the real property that is the subject of this Deed shall be maintained, retained and conserved in perpetuity in its natural state by the Grantee, its successors and assigns. This covenant is deemed to touch upon and run with the land in strict conformance with RCW 84.34.230. The land shall not be converted to a different use unless and only if other equivalent lands within the Jefferson County (the County) are received by the County in exchange.

The foregoing covenant does not apply to the following:

Trails;

Planting of any vegetation or trees that are native to the Pacific Northwest;

Removal of species that are not native to the Pacific Northwest;

Removal of any dead, diseased, or dangerous trees that constitute a hazard to life or property.

Subject to: As fully described on Exhibit A attached hereto and made a part hereof.

Dated: Sept. 20, 2021

Sarah Fairbank
Sarah Fairbank

Owen N. Fairbank
Owen N. Fairbank

STATE OF Washington)

ss.

COUNTY OF Jefferson)

I certify that I know or have satisfactory evidence that Sarah Fairbank and Owen N. Fairbank are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be free and voluntary act for the uses and purposes mentioned in this instrument..

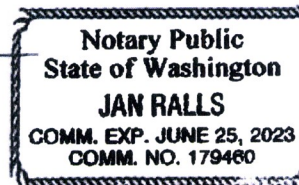
Dated: Sept. 20, 2021

Notary Signature: _____

Notary name printed: _____

Notary Public in and for the State of Washington

Residing at: Port Townsend



My appointment expires: 06-25-2023

EXHIBIT A

SUBJECT TO:

1. Restrictive Covenant and the terms and provisions contained therein recorded on October 15, 1990 under Recording No. 335364
2. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records.

Exhibit B

2021 Conservation Futures Quimper Wildlife Corridor Additions Project Application



2021 Jefferson County Conservation Futures Program Property Acquisition 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: **Quimper Wildlife Corridor Additions**
2. Conservation Futures Acquisition Request: **\$95,000**
Conservation Futures O&M Request: **\$5,000**
3. Total Conservation Futures Request: **\$100,000**
4. Please indicate the type of interest contemplated in the acquisition process.
☒ Warranty Deed ☐ Easement ☐ Other (Please describe below.)

In whose name will the property title be held after acquisition?

Jefferson Land Trust will hold fee title to the properties acquired with both CF funds and acquired as match.

5. Applicant Information

Name of Applicant or Organization: **Jefferson Land Trust**

Contact: **Sarah Spaeth**

Title: **Director of Conservation & Strategic Partnerships**

Address: **1033 Lawrence St.**

Phone: **360-379-9501** ext. **101** Fax: () - , ext.

Email: **sspaeth@saveland.org**

6. Sponsor Information: (if different than applicant)

Organization Name:

Contact:

Title:

Address:

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

Email:

This application was approved by the sponsor's legally responsible body (e.g., board, council, etc.) on **January 27, 2021**

7. Site Location

Street Address or Description of Location:

Taimay Jones Property: All of Blocks 1 through 9 of David's Addition to the City of Port Townsend, as per Plat recorded in Volume 2 of Plats, page 44, records of Jefferson County, Washington.– to be purchased with CF Funds ("Taimay Jones Property")

Hertel Property: FOWLER'S PARK ADDITION BLK 35 LOTS 1 TO 20 – to be donated as partial match.

Driving Directions from Port Townsend:

Taimay Jones Property: Head west out of Port Townsend on Hastings Ave. From Hastings Ave, turn north onto Howard St and park at dead end. Walk north onto trails and walk west onto 39th St trail until you reach the property.

Section: 4

Township: 30N

Range: 1W

Hertel Property: Head west out of Port Townsend on Hastings Ave. Turn north onto Cook Ave and drive to the bottom of the hill and turn right onto Bell St. Drive to the dead-end and park along E Sapphire St.

Section: 33

Township: 31N

Range: 1W

Assessor's Parcel Number(s):

Taimay Jones property (CF Funds & match acquisition): 946500101, 946500201, 946500301, 946500401, 946500501, 946500601, 946500701, 946500801, 946500901

Hertel Property, owned by Fairbank Revocable Living Trust (Match acquisition) : 951903501

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.

Described above.

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

Taimay Jones property appraised value: \$175,000

Hertel property assessed value: \$50,000

8. Existing Conditions

New Site: Yes No _____

Number of Parcels: 10

Addition to Existing Site: **Yes** No _____ Acres to Be Acquired: **7.25**

Total Project Acreage (if different): **244.5 acres protected in Quimper Wildlife Corridor**

160.5 acres of which are owned/ facilitated by Jefferson Land Trust

Current Zoning: **R-I**

Existing Structures/Facilities: **None**

Any current covenants, easements or restrictions on land use: **None**

Current Use: **Vacant land**

Waterfront (*name of body of water*): **100-Year Floodplain and Critical drainage**

Shoreline (*linear feet*): **N/A**

Owner Tidelands/Shorelands: **N/A**

9. Current Property Owner is a willing seller.

Yes, Jones property is willing to sell, Hertel property landowner is willing to donate.

Project Description

10. In 1,000 words or less, provide a summary description of the project, the match, overarching goal, and three top objectives. 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 relates to the larger project, 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.

The Background Story

Jefferson Land Trust is seeking funding for critical conservation pieces in the Quimper Wildlife Corridor project. The Land Trust is currently working to expand the extensive conservation efforts that have been going on since the mid 1990's. In this current phase of protection, we aim to protect 40 additional properties, totaling ~ 60 acres. These acquisitions will be possible through land donations, a state grant, community fundraising, and Jefferson County Conservation Futures funding. CFF will support this phase of the project with the acquisition of two priority properties—one to be acquired at fair market value, and one to be donated as match.

The Quimper Wildlife Corridor (QWC) is located at the northeastern edge of Jefferson County near the confluence of the Strait of Juan de Fuca and Puget Sound. Jefferson Land Trust and the City of Port Townsend (PT) initiated this project together in the mid 1990's with the goal to protect a permanent "ribbon of green", stretching 3.5 miles across the Quimper Peninsula from Discovery Bay in close proximity to Protection Island, to Fort Worden State Park, following a natural wetland and drainage corridor, and connecting marine, upland, city, and forested environments near a growing urban area. The QWC provides safe passage and habitat critical to perpetuation of species diversity in an area of steadily increasing urban development. Project

3

partners have already protected significant portions of the QWC, but there are many remaining parcels in danger of development.

In January 2020, the Land Trust contacted private landowners of over 120 priority parcels in the QWC to assess their interest in protecting their land for wildlife and trail access. The positive response rate was over 30%. The goal of this phase of the project (2021-2023) is to acquire and permanently preserve missing links in the corridor from numerous willing sellers that include important habitat and trail buffer parcels.

The QWC encompasses a landscape that is biologically and culturally complex - a function of the topography, hydrology, and soils that produce a wide range of vegetation types including wetlands, shrub, prairies, mesic forests and dry upland coniferous forests. A series of perched freshwater and forested wetlands as well as the 100-year floodplain for City of PT form the backbone of the corridor. The QWC contains the largest swath of undeveloped habitat within the City extending out into unincorporated Jefferson County.

The City, County, and Land Trust have successfully protected priority QWC habitat through fee simple ownership and conservation easements held by the Land Trust. This 24-year protection effort includes over 50 land transactions conducted by the Land Trust alone. Several DNR properties totaling 107 acres are leased to the County for 50 years through the Trust Land Transfer program and are core habitat areas of the corridor. Partners and the community have prioritized additional important connective habitat and trail buffers that once protected, will provide a more complete habitat corridor, and preserve the integrity of the existing trail system.

The Application Properties

The two properties that Jefferson Land Trust seeks to acquire using Conservation Futures funding this year are the result of our larger outreach to private landowners – with the goal to expand protection of many priority parcels within the QWC. The 7.25 acres described in this application are two of the critical properties part of this greater project expansion effort. Jefferson Land Trust aims to acquire the Taimay Jones property – nine parcels that total 4.95 acres- using CFF funds. This property contains import water drainage, intact forest habitat, and beloved trail access. The land match property (Hertel Property) is one parcel that totals 2.3 acres in the Bell St neighborhood – a rapidly expanding residential area. The match property provides a terrific buffer to the beloved trail systems, as well as intact forest habitat and critical stormwater drainage.

In addition to Conservation Futures Funds and this proposal including the two properties, Jefferson Land Trust is applying for funds from the State, private foundations, and conducting community fundraising in an effort to raise \$1.7 million to achieve the nearly 60 acres of expanded protection that is possible given the positive response to our outreach described above. Conservation Future's assistance in this effort is greatly needed to help with this critical community conservation effort.

Overarching Goal:

Preserve the two properties described in this grant application that contribute to the current phase of ~60 acre protection expansion being targeted by Jefferson Land Trust. Multiple funding sources are being pursued for this large phase of protection, and CFF funding for these two parcels is a critical contributor.

Objectives

- 1) Secure Jefferson County Conservation Futures funding for purchase of the fee simple acquisitions and match property donation – June 2021
- 2) Conduct due diligence activities and draft Purchase and Sale Agreements and deeds—mid 2021
- 3) Finalize the purchase and donation of each property—autumn 2021.

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.

Quimper Wildlife Corridor Additions project related costs	Timeline	Est. Cost	CFF Request	Match
Land to be purchased with CF Funds	Fall 2021	\$175,000	95,000	\$80,000 (cash)
Land to be donated as match	Fall 2021	\$50,000		50,000 (land donation)
Land acquisition related costs (i.e., appraisal, survey, attorney, closing costs)	Mid 2021	\$20,290		\$20,290 (cash)
Project management, admin	ongoing	\$11,500		\$11,500 (cash)
O&M	ongoing	\$10,000	\$5,000	\$5,000 (cash)
Total			\$100,000	\$166,790

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):

We had a certified appraisal conducted for both properties in February 2021.

The acquisitions will include appraisal and review appraisal reports conducted by professional third party appraisers, attorney fees, land surveys, and escrow/closing costs. Project management costs include working with landowners and the title company, preparing deeds, and arranging the project for completion. Our attorney will review all documents before we acquire the properties.

O & M only go to question #15:

Scored Questions

- 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	<u>\$95,000</u>	<u>\$5,000</u>	<u>37%</u>
Matching Funds/Resources*	<u>\$161,790</u>	<u>\$5,000</u>	<u>63%</u>
Total Project Acquisition Cost	<u>\$256,790</u>	<u>\$10,000</u>	<u>100%</u>

* 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?
<u>Land Donation</u>	<u>\$50,000</u>	Yes No		Yes No	
<u>Cash</u>	<u>\$116,790</u>	Yes No		Yes No	

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

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.

Jefferson Land Trust and the City mutually adopted the QWC Management Plan in 2008 and have shared management activities, meeting on occasion to discuss issues and strategies. We intend to update the QWC Plan to further define partner roles and prioritize future management activities to increase climate change resilience in the face of a changing landscape and population. Ecological and community benefits may be achieved by maintaining and enhancing structural and biodiversity in the corridor, including through the potential re-establishment of pocket prairies once maintained by the S'Klallam Tribes of the peninsula. As an accredited Land Trust, we have experience successfully managing and stewarding various types of preserves. We developed a Preserve Steward program, which provides an opportunity for long-term volunteerism through quarterly monitoring of all Land Trust preserves. Committed volunteers and neighbors have reported 1356 observations and identified 510 species in the QWC through the iNaturalist program. Volunteers contributed approximately 126 hours in 2019 alone on projects to install signage, assess habitat health and needs, remove trash, manage noxious weeds, and monitor properties within the QWC to ensure that conservation values are maintained over time. Volunteers are managed by the Land Trust preserve manager and City Parks Dept. staff. So far, the resources to fund this work have been absorbed by the City and Land Trust. Management activities associated with the current QWC protection effort include the need to survey property boundaries, demolish a few small unsafe structures, update signage, and update the joint Land Trust-City QWC Management Plan. These activities will be accomplished with staff, contractors

and volunteers. The O&M funds applied for in this application will help go toward these ongoing management needs described above.

Jefferson Land Trust conducts diligent and appropriate monitoring, stewardship, and management for all fee-simple properties that we own. This includes at least annual monitoring of the properties by professional staff and trained volunteers, extensive data collection and management, and legal defense of the conservation values should it become necessary. Jefferson Land Trust has a Stewardship Fund of over \$700,000, and continues to build this fund with each new acquisition, recognizing the legal obligation and responsibility of protecting conservation values in perpetuity. In addition to the Stewardship Fund, Jefferson Land Trust carries legal defense insurance for preserves and conservation easements through a program called TerraFirma, developed through the national Land Trust Alliance (the national umbrella organization for land trusts). This program covers up to \$500,000 in legal enforcement costs per property that Jefferson Land Trust holds and stewards.

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

In addition to the above question, the Land Trust was founded in 1989 and is a nonprofit conservation organization dedicated to preserving the rural character and iconic landscapes of the Olympic Peninsula in Washington State. With a mission of "helping the community preserve open space, working lands, and habitat forever", we are actively engaged in preserving a sustainable environment where the needs of human communities and the natural world are in balance, and actively steward more than 17,000 acres of our region's most important places. We are accredited by the national Land Trust Alliance, and our efforts are guided by a long range Conservation Plan completed with our community in 2010.

Collaboration is at the heart of our approach to conservation. We engage with partners in the "Chumsortium" to bring back vibrant salmon runs on Hood Canal, and in the Jefferson LandWorks Collaborative to support big-picture thinking around the ongoing economic viability of local farms and working forests. We partner with regional government, local and national agencies, Tribes, peer organizations, and individual citizens to safeguard the places we love and that are crucial to the health of our community, now and into the future.

3 b. Has the sponsor and/or applicant of this project 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.

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

Jefferson Land Trust has successfully applied for and sponsored many successful land acquisition projects, and conservation easement funding on behalf of private landowners. These projects include:

Sunfield Farm, 2003; Quimper Wildlife Corridor, 2004; East Tarboo Creek Conservation Project, 2005; Tamanowas Rock Phase 1, 2006; the Winona Buffer Project, 2006; Glendale Farm, 2007; Finnriver Farm, 2008; Quimper Wildlife Corridor, 2009; Brown Dairy, 2009; Salmon Creek Ruck 2010; Quimper Wildlife Corridor 2010; Tamanowas Rock 2010; Chimacum Creek Carleson 2011; Winona Basin -Bloedel 2011; L. Brown 2012; Boulton Farm 2012; Quimper Wildlife Corridor and

Short Family Farm 2013; Quimper Wildlife Corridor and Snow Creek Irvin and Jenks, 2014; Midori Farm, 2015; QWC 2016 Addition, Tarboo Creek, Farm and Forest 2016; Serendipity Farm, Snow Creek Taylor and Tarboo Iglitzin 2017; Chimacum Forest, Marrowstone Mize, Ruby Ranch 2018 and 2020; Snow Creek Mid-Reach Forest 2018; Tarboo Forest Addition 2019; Quilcene Headwaters to Bay 2019 & 2020; Arlandia 2020

4 a. Property X can ___ cannot feasibly be acquired in a timely fashion with available resources.

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

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

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

5. The proposed acquisition X is specifically identified in an adopted open space, conservation, or resource preservation program or plan, or community conservation effort. *Please describe below, including the site's importance to the plan. Please 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.

The Land Trust, the City of Port Townsend, Jefferson County, state agencies, the local Audubon and Native Plant Society Chapters, and US Fish & Wildlife have been partnering on the project since the mid 1990's. Both City and County Comprehensive Plans speak to the importance of habitat corridors and trail networks and recognize the value of the QWC. The City's 2019 PT Stormwater Management Plan's key objective is to "define, provide, and protect a connected and well-defined built and natural drainage system" and this Plan identifies the QWC and its 100-year floodplain as a Level 1 ["the backbone or trunk of the system"].

The properties identified for acquisition were indicated in the Quimper Wildlife Corridor Management Plan that was adopted by the City of Port Townsend on May 19, 2008, Ordinance 2967. This management plan is available at the City's website, <http://weblink.cityofpt.us/weblink/0/edoc/113226/Quimper%20Wildlife%20Corridor%20Management%20Plan.pdf>.

Additional Cappy's Woods parcels are buffer lands to trail corridors that have been identified as important recreational priorities for the City of Port Townsend, as adopted in City Resolution No. 09-034.

Additionally, the updated Jefferson County Comprehensive Plan states Policy OS-P-1.2, *Partner to establish and conserve a sustainable system of open space corridors or separators to provide definition between natural areas and urban land uses*. The Land Trust, the City of Port Townsend, Jefferson County, state agencies, the local Audubon and Native Plant Society Chapter, and US Fish & Wildlife have been partnering on the project since the mid 1990's. These parcels have been identified in the acquisition priorities of the project since the beginning due to the wetland, floodplain, buffer and upland forest values. Expanding forest and habitat connectivity is a primary value of protecting these properties.

In addition, Jefferson Land Trust's Conservation Plan (2010)—prepared with the input of many

community members—specifically identifies the Quimper Wildlife Corridor as a priority. The plan is located on the JLT website at <https://saveland.org/our-story/conservation-vision/>.

6. Conservation Opportunity or Threat:

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 two landowners listed in this application who are willing to sell or donate their properties provide a great opportunity to protect highly-utilized recreational trails, and habitat areas. The Taimay Jones parcels are close to development on northern Howard St. in Port Townsend, and could foreseeably be developed within several years. With current city zoning and plat configuration, the property could allow for the development of up to 22 residences. The current landowners are willing to sell the property at the appraised value.

The Hertel property buffers the extensive habitat and trail corridors from the expanding Bell St neighborhood in northern Port Townsend. This 2.3-acre parcel is platted as one block with 20 lots, with 10 residences theoretically possible under the R-I zoning. While development of these 2.3 acres has thus been slowed by the Critical Drainage corridor, the southern portion of the block could be developed by bringing in access in a manner that conforms to City Code. The property was acquired by a community member for the express purpose of donating it to the Land Trust for protection.

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

Conservation values of extending protection of the Quimper Wildlife Corridor include preserving diverse second growth forest, providing habitat to resident and migratory wildlife, buffering existing trail corridors utilized by local citizens and visitors alike, and expanding the buffer of priority wetlands along the 100-year floodplain.

The primary conservation values of the Taimay Jones Property is preserving extensive, scenic trails in the northern portion of the property, and protecting healthy, diverse habitat in the southern portion of the property. The 100-Year Floodplain runs right through this property, and has running water in the wet months. Mature conifer and hardwood trees, as well as standing snags and downed logs provide an excellent stretch of habitat that is not currently reached by trails in the southern portion of the property. If the Land Trust can purchase this property with CF funds, it will enhance the continuity of the existing protected wildlife corridor with permanent protection of one of the largest number of contiguous forested, individually-owned parcels. Protection of this property will prevent development close to an area of steeper slopes with the potential for accelerated runoff and erosion.

The matching donation land includes Port Townsend's 100-Year Floodplain, a critical aquifer recharge, as well as the City's Critical Drainage. Protection by the Land Trust would extinguish all development rights, ensuring permanent buffer and habitat protection for the Quimper Wildlife Corridor to the south. In addition to the conservation values of extending the contiguous wildlife corridor and restricting floodplain development, this property acquisition will keep drainage basin hydrology intact, which is especially important in the face of changing climate.

Conservation Futures Funds will make possible the acquisition of a fee simple property that aligns with the purpose of the CF Program to acquire green spaces and greenbelts. Jefferson County Conservation Futures Funds have been allocated to numerous land acquisitions in the QWC, and have been critical to the success of the project.

8. The proposed acquisition:

8 a. X provides habitat for State of Washington Priority Habitat and/or State or Federal Threatened, Endangered or Sensitive species.

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.

The Quimper Wildlife Corridor provides critical habitat in an area of increasing urban development and is home to a wide variety of flora and fauna, from the humble rough-skinned newt and Calypso orchid to nearly 200 bird species and numerous small and large mammals. Protection Island, located just offshore of the western end of the corridor, is a National Wildlife Refuge and home to nearly seventy percent of the seabirds that nest and breed in all of Puget Sound. Washington Department of Wildlife and the local Audubon Society have identified several state priority species in the Quimper Wildlife Corridor that are sensitive, threatened or listed. These include: Bald eagle, Peregrine Falcon, Wood duck, Great Blue Heron, Band-Tailed Pigeon, Merlin, Olive Sided Flycatcher, black tailed deer, and bobcat. The corridor will allow these species and others the safety of cover to move between wetlands, forest ecosystems, and marine shoreline environments.

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

The current owners do not participate in any conservation programs.

9. Describe to what degree the project protects habitat for anadromous fish species (for example: marine shorelines, stream/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 two properties do not directly protect habitat for anadromous fish species. However, protecting the water quality of the city's largest drainage basin through providing filtration and reducing siltation is important for water draining to the Strait of Juan de Fuca.

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

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

No agricultural uses are planned for either property.

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 on the farm.

No agricultural uses are planned for either property.

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

No agricultural uses are planned for either property.

11 a. Describe the extent and nature of current and planned silvicultural use of the proposed acquisition. *Please cite or provide documentation of existing or planned silvicultural activities including forest management plan(s) or forest ecosystem restoration.*

There is no current or planned commercial silvicultural use of the proposed site. Given the sizes of the parcels, they do not offer the opportunity for commercial timber production.

If forest restoration ever becomes necessary due to external factors such as climate change, actions could be taken to enhance forest health. These actions could include selective thinning and diversifying species through understory plantings, which would be undertaken in accordance with a developed forest management plan.

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

None have been implemented.

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

As described above, The Land Trust's acquisition of the proposed property will enhance the listed functions through expanding the existing wildlife corridor and floodplain and trail buffer zones of the greater Quimper Wildlife Corridor.

12 a. Describe how the proposed acquisition benefits primarily a ___local area ___☒ broad county area including the area served, the nature of the benefit, the jurisdictions involved, and the populations served.

Protection of the diverse second growth forest and wetland, buffer and floodplain habitats of the QWC provides particular benefits to local residents in that it provides storm-water filtration and floodplain retention. In general, however, protection of the Quimper Wildlife Corridor habitats and Cappy's Woods provides benefits not only to residents of Port Townsend and surrounding county areas, but also to the many visitors to our area. The corridor is used extensively for passive recreation by the community and visitors who enjoy walking the trails, bike riding and horseback riding. The wetlands and forests of the corridor provide education opportunities for users of all ages, and are field classrooms for a wide range of groups as described below. Field trips in the corridor are highlighted in continuing education courses offered to realtors from across the region, who visit this place to better understand wetland ecology.

Bike trails in the corridor have been identified in a national mountain bike magazine. Locally, Jefferson Land Trust has conducted numerous tours to various parts of the corridor over the last 10 years as part of our ongoing community outreach efforts.

The Land Trust's efforts to expand the Quimper Wildlife Corridor by ~60 acres over the new few years will permanently protect many of these ecologically important properties, as well as continue to buffer to existing trail corridors. The two properties highlighted in this CFF application directly provide many of these benefits.

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 Marrowstone Island, Toandos Peninsula, Dosewallips Valley, Bolton Peninsula, and the West End.*

No, this project is not located in any of these areas listed.

13. 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.²

The Quimper Wildlife Corridor is increasingly utilized by numerous schools and community groups for educational purposes, including by school groups of all ages from the Port Townsend School District, the Swan School, CedarRoot Folk School, Jefferson Land Trust Natural History Society, Native Plant Society walks, Master Gardener training, Audubon walks and annual Christmas bird counts, plus countless others. The Land Trust has developed a Preserve Steward program, which provides an opportunity for long-term, committed volunteerism. It includes quarterly monitoring of all Land Trust preserves (including QWC) and an opportunity for interested citizens to create an intimate relationship with the land. Dozens of residents have participated in naturalist-led walks conducted by Jefferson Land Trust. Community members volunteer annually to help with stewardship activities in the corridor.

Jefferson Land Trust has also created two interpretive displays that provide visitors to the corridor an understanding of the function of the corridor, as well directing people away from the more sensitive habitat areas. Visitors can now rest on several benches built by Land Trust volunteers that are in strategic locations in the QWC. Volunteers contributed approximately 45 hours last year alone on projects to assess habitat health and needs, remove trash, manage noxious weeds, and monitor Land Trust and City-owned properties alike to ensure that conservation values are maintained over time.

Multiple entry points are located on Jefferson Transit bus routes and are a short distance from most City neighborhoods. City Parks Dept. and the Active Transportation Advisory Board coordinate the maintenance of the low-mobility accessible primary trails.

14. The proposed acquisition ___ includes historic or culturally significant resources³ and

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

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

___ is recognized locally as having historic or cultural resources.

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

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

Jefferson Land Trust continues to strive to strengthen our relationships with local tribes, and in September of 2020 we brought tribal members from Port Gamble S'Klallam and Jamestown S'Klallam to tour the Quimper Wildlife Corridor. During this tour, the Port Gamble S'Klallam Tribal Historic Preservation Officer identified at least one culturally modified candelabra tree on one of the properties that Jefferson Land Trust will acquire in this phase of protection. While this important tree, over 600 years old, is not on the Taimay Jones or Hertel properties, the proximity of the culturally significant tree to these acquisition properties demonstrates the importance of the QWC to local indigenous peoples. As we have learned from the tribes, the candelabra trees can represent significant cultural value based upon traditional uses by indigenous peoples in the area—sites for lookout, trails, and laying the deceased to rest.

Upon learning about the culturally modified tree in our project area, Jefferson Land Trust aims to incorporate the opinions of the S'Klallam people into land management ideas and decisions in this area.

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

O & M Stand Alone Projects

15. Applications for Operation and Maintenance funding only:

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.

Verification

16. Sponsors of applications 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.

If this application 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. SS Initials 3/25/2021 Date

17. If, three years after the date funding is approved by the Board of County Commissioners, the applicants have 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 application 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. SS Initials 3/25/21 Date

Landowner Acknowledgement Form¹

Project Applicant Information

Applicant Name: Jefferson Land Trust

Project Number/Name: Quimper Wildlife Corridor 2020

Contact: ☐ Mr. ☒ Ms. First Name: Sarah Last Name: Spaeth
Title: Director of Conservation and Strategic Partnerships
Mailing Address: 1033 Lawrence St. Port Townsend, WA 98368
E-Mail Address: sspaeth@saveland.org

Property Information

Address or Location: DAVID'S ADDITION BLK 3 LOTS 1 TO 4; DAVID'S ADDITION BLK 4 LOTS 1 TO 4;
DAVID'S ADDITION BLK 9 LOT 1; DAVID'S ADDITION BLK 2 LOTS 1 TO 8; DAVID'S ADDITION BLK 5
LOTS 1 TO 8; DAVID'S ADDITION BLK 8 LOTS 1 & 2; DAVID'S ADDITION BLK 1 LOTS 1 TO 8;
DAVID'S ADDITION BLK 6 LOTS 1 TO 8; DAVID'S ADDITION BLK 7 LOTS 1 & 2
County/Parcel Number: 946500301, 946500401, 946500901, 946500201, 946500501, 946500801,
946500101, 946500601, 946500701

Landowner Information

Landowner Name: Taimay Jones

Representative: ☐ Mr. ☒ Ms. First Name: Taimay Last Name: Jones
Title:
Mailing Address: 3003 218th Ave SE, Sammamish, WA 98075
E-Mail Address:

1. Taimay Jones (Landowner name) is the legal owner of property described in the grant application being submitted to the Recreation and Conservation Office by the project applicant.
2. I am aware that the project being proposed in the grant application is on my property.
3. If a grant is successfully awarded, I will be contacted and asked to engage in negotiations.
4. My signature does not represent authorization of project implementation.
5. If I am affiliated with the project applicant, I will recuse myself from decisions made by the project applicant to work on or purchase my property.
6. There are / are not (circle one) tenants on the property. Tenants displaced as a result of this project may be eligible for relocation assistance.

¹ "Manual 3: Acquisition Projects," Appendix H

Landowner Acknowledgement Form¹

Project Applicant Information

Applicant Name: **Jefferson Land Trust**

Project Number/Name: **Quimper Wildlife Corridor 2020**

Contact: ☐ Mr. ☒ Ms. First Name: **Sarah** Last Name: **Spaeth**

Title: **Director of Conservation and Strategic Partnerships**

Mailing Address: **1033 Lawrence St. Port Townsend, WA 98368**

E-Mail Address: **sspaeth@saveland.org**

Property Information

Address or Location: **Fowlers Park Blk.7, lots 15 & 16; S4 T30 R1W W1/2 NE1/4, NW 1/4 (Less SE 1AC SQ); Tacoma Blk.9, lots 1&2; Fowlers Park, Block 35 Lots 1-20 (i.e. all)**

County/Parcel Number: **951-900-707; 001-042-001; 998-000-902; 998-000-903; 951-903-501**

Landowner Information

Landowner Name: **Sarah and Owen Fairbank**

Representative: ☒ Mr. ☐ Ms. First Name: **Owen** Last Name: **Fairbank**

Title:

Mailing Address: **815 Van Buren St. Port Townsend, WA 98368**

E-Mail Address: sofairbank@olympus.net

1. We, Sarah and Owen Fairbank, are the legal owners of property described in the grant application being submitted to the Recreation and Conservation Office by the project applicant.
2. We are aware that the project being proposed in the grant application is on our property.
3. If a grant is successfully awarded, I will be contacted and asked to engage in negotiations.
4. Our signatures do not represent authorization of project implementation.
5. If we are affiliated with the project applicant, we will recuse ourselves from decisions made by the project applicant to work on or purchase my property.
6. There are not tenants on the property.

Sarah Fairbank Owen Fairbank
Landowner Signatures

April 16, 2020
Date

¹ "Manual 3: Acquisition Projects," Appendix H

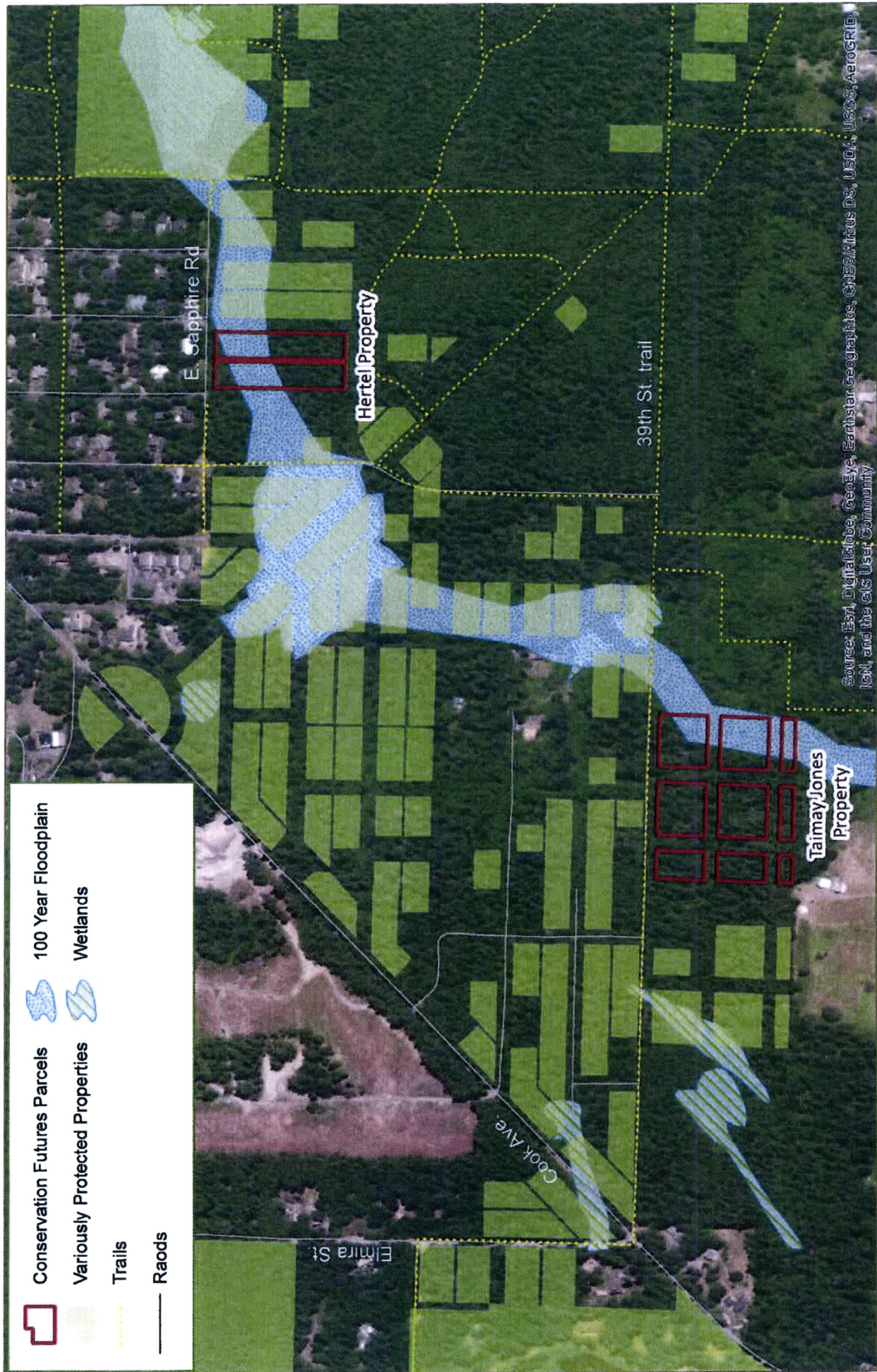


Quimper Wildlife Corridor Site Location



For informational purposes only. All data represented are from varying sources and approximate.

Map created in March, 2021



For informational purposes only. All data represented are from varying sources and approximate.
Map created in March, 2021

Quimper Wildlife Corridor Project Boundaries

QUIMPER WILDLIFE CORRIDOR
CONSERVATION FUTURES FUNDS ILLUSTRATIONS – 2021



Hertel Property: mature mixed species forest canopy



Hertel Property: downed logs in understory



Hertel Property: Entrance from E Sapphire St.



Taimay Jones Property: extensive bike trail on north side of property



Taimay Jones: 100 year floodplain drainage and forested slopes



Taimay Jones: Pileated woodpecker holes in cedar snag, and bike trail

Exhibit C

2021 Conservation Futures Program Manual



Jefferson County Conservation Futures Program Manual
2021 Funding Cycle

Jefferson County Conservation Futures Program Manual

2021 Funding Cycle

Mission of the Conservation Futures Program

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

Conservation Futures Citizen's Oversight Committee Membership (as of November 30, 2020)

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

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Overview

Jefferson County welcomes your application to the Conservation Futures Program (CF Program). Please do not hesitate to contact the program coordinator at Jefferson County Public Health with questions at Ph: 360/379-4498 or tpokorny@co.jefferson.wa.us. The Conservation Futures Program website address is <http://www.co.jefferson.wa.us/commissioners/Conservation/conservation.asp>.

In July 2002, the county commissioners approved the Conservation Futures Ordinance, Jefferson County Code Section 3.08, in accordance with the Revised Code of Washington (RCW) Chapter 84.34. The ordinance establishes goals for the county's Conservation Futures Program and an allocation process for the conservation futures tax levy.

The purpose of the CF Program is to acquire open space lands, including green spaces, greenbelts, fish and wildlife habitat, trail rights-of-ways, agricultural land and timber land (as those terms are defined in Ch. 84.34 RCW). Projects may include fee-simple or any lesser interest or development right with respect to real property as well as operation and maintenance (O & M) activities. O & M projects must be linked to a past, or proposed, CF-funded acquisition.

A minimum 50% match is required for all project types. Match must be cash, land trades, the value of land to be traded, or other open spaces linked to the property under application. Open space, wildlife habitat, agricultural and timber lands are all eligible. The project sponsor must sign a grant agreement with the county (see **Appendix A**). County code (JCC 03.08.030(10)) requires that properties or easements be held by public entities or others as defined in RCW 84.34.210. Government entities may choose to share title of a property with a non-profit nature conservancy corporation or association. Public open spaces must be available on the same conditions to all residents of the county for the benefit of Jefferson County residents and visitors. Applicants for projects may include the county, municipalities, park districts, state or federal agencies, private non-profit corporations or associations, and private individuals.

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

Available funding is announced early in the calendar year and applications are provided by Jefferson County Public Health. Conservation Futures Fund monies can be the collateral, revenue stream or security for long-term financing (typically bonds) in a manner consistent with law. Public workshop(s) may be held prior to the start of the funding round and are available by request throughout the year. The program coordinator is always available to answer questions from sponsors, applicants, and interested parties.

This funding cycle, applications will be due Friday, March 26th, 2021 and sponsors host site visits and present projects to the CF Committee later in March and in April. Information about the application period is posted on the program website, announced in local newspapers and via email, and available by contacting the program coordinator. In April or May, the CF Committee meets to rank projects, determine recommended funding levels, and compose its overall recommendations to the Board of County Commissioners (BoCC). The BoCC typically makes award determinations in July. Funding for reimbursement is generally not available until August or later. At least every other year, the BoCC

reviews the priorities of the Conservation Futures Program and the project ranking process. All meetings of the Conservation Futures Committee are open to the public. Citizens are encouraged to attend.

Conservation Futures Citizen Oversight Committee (CF Committee)

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

Project Selection

The CF Committee scores and ranks project applications according to criteria designed to reflect the priorities expressed in the Jefferson County Code Section 03.08.040. This evaluation process has five (5) distinct phases as follows:

1. Written project application: Each CF Committee member (CFCM) independently reads and assesses each application and prepares any necessary clarification questions.
2. Site visits: Each CFCM **must** attend the project site visits (or view a video of the site visit). Questions may be posed by committee members and answered during this site visit or they may be held until the project presentations meeting.
3. Oral presentation of the project: Each sponsor and CFCM **must** attend this meeting during which the project sponsor(s) present their project(s) and answer questions posed by the committee members. Following the oral presentations, a deadline will be established for CFCMs to submit additional questions to applicants (via county staff). After this set deadline for additional questions, a second deadline will be established for the receipt of all answers from applicants. After this second deadline no further additional information may be requested, received or considered by the committee.
4. Submission of project score sheets: Each CFCM submits to the program coordinator a form for each project consisting of questions that ask how well, in the committee member's judgement, an applicant meets the criteria for approval and funding. The committee member assigns a numerical "score" (within a range predetermined by the CF Committee) for each of the questions and it is weighted by a predetermined multiplier. Individual scores for each project are recorded in a spreadsheet by the program coordinator. 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.
5. Ranking and recommendation for funding of project applications: Each project application judged eligible in phase #4 is discussed, bringing into focus information garnered from phases 1 through 4 and in light of current funds available to the cycle. All project applications are compared and a final ranking and funding recommendation may be determined for each of the project applications and submitted to the Board of County Commissioners in a memo from the CF Committee chair or vice chair. The Committee will provide justification to the Commissioners for any and all changes from the numerical ranked order.

Information Sources

The Conservation Futures Program is administered by the Commissioners' Office with assistance from Public Health. Please note that the information contained in this manual does not supersede the statutes

governing the Jefferson County Conservation Futures Fund and Program, and should be read in conjunction with them.

Relevant sections of law are found in Revised Code of Washington, Chapter 84.34 (RCW 84.34) and the Jefferson County Code (JCC 03.08).

To access RCW 84.34 online, visit <https://app.leg.wa.gov/rcw>. The Jefferson County Code is available online at <http://www.codepublishing.com/WA/JeffersonCounty>.

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

Reimbursement

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

Except in the case of escrow payments, sponsors must expend their own funds on eligible and allowable expenditures prior to requesting reimbursement. With sufficient lead time, an approved settlement statement, the qualifying property appraisal, and the required documentation of the matching contribution, CF funds may be made available to the title company shortly before closing for the direct costs of property acquisition. Please discuss dates for closings with the program coordinator to help ensure that grant funds are ready and available when needed.

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

- cash
- land trades if the valuation of the land to be traded is established by a valuation arising from an appraisal generated by a Washington State Certified Licensed Appraiser (Member of the Appraisal Institute MAI);
- the cash value of the land to be traded, excluding Jefferson County conservation futures contributions; or
- other open spaces acquired within the previous two years that is situated either directly adjacent to or could, in the sole discretion of the county, be directly linked to the property under application.
- cost of appraisal, title insurance, closing costs, and other miscellaneous fees (*See JCC 3.08.030(5).*)

Deeds and conservation easement documents must be recorded by the Jefferson County Auditor's Office within 30 days of closing.

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

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

Compliance with All Laws

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

Record Retention/Public Records Act

The project sponsor shall retain all books, records, documents, data and other materials relevant to the agreement for a minimum of ten (10) years after the completion of the project. Documents related to the expenditure of CF funds, by way of example only, purchase and sale agreements, settlement documents, invoices, e-mails, expert reports and/or appraisals, are Public Records subject to disclosure in accordance with the Public Records Act, Ch. 42.56 RCW, if requested by a citizen or entity. All meetings and activities of the CF Committee are subject to the Open Public Meetings Act, Ch. 42.30 RCW. The public is always invited and encouraged to attend. Two observer comment periods are included in each agenda.

Acquisition Projects

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

Project Eligibility

- Proposed acquisitions must have a willing seller.
- The property, or property right, must be eligible for purchase as defined by state law, RCW 84.34.210 (i.e. "...protect, preserve, maintain, improve, restore, limit the future use of, or otherwise conserve, selected open space land, farm and agricultural land, and timber land...").
- Conservation Futures funds **cannot** be used to acquire property, or a property right, that will be used for active recreation purposes (including but not limited to sports fields, playgrounds, recreation centers, swimming beaches or pools, motorized boat launches).
- Conservation Futures funds **cannot** be used for passive development of a site. For the purposes of this application, passive improvements include, but are not limited to, trails, interpretive centers, viewpoints, picnic areas, access, restrooms, landscaping and parking.

Applicant Eligibility

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

Sponsor Eligibility

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

Eligible Capital Project Expenditures: (See also JCC 3.080.030(7))

Capital project expenditures or match may include:

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

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

Stewardship Plan

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

Title Report and Title Insurance

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

Appraisals

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

The appraisal must:

- ___ be no more than 1 year old. A Supplemental Update by the original appraiser may be required, at the discretion of the county, if the appraisal is more than six months old.

- include a current Title Report provided at the time of the most current appraisal or update.
- if timber, mineral or aquatic resources are to be included as value to the appraisal, then the appraisal shall include a separate timber, mineral or aquatic resources evaluation of value,
- or
- an opinion of value from a qualified representative of the real estate industry or recent valuation from the Jefferson County Assessor's Office may be used when the total assessed value does not exceed \$20,000.

Review Appraisals

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

Project Implementation

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

Application and Attachment Requirements for Acquisition Projects

All materials must be submitted electronically as one or more PDF files to tpokorny@co.jefferson.wa.us:

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

Combination Acquisition/O & M Projects

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

Operations and Maintenance Projects (combination or standalone)

Statement of Priority with regard to standalone O & M projects

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

Availability of Funds for O & M

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

Project Eligibility

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

Applicant Eligibility

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

Sponsor Eligibility

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

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

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

- ☐ Cultural resources review (survey, excavation, on-site monitoring and data recovery)
- ☐ Demolition
- ☐ Fencing (if needed for public safety or resource protection)
- ☐ Noxious weed control
- ☐ Signage

- ___ Special site-specific reports (e.g. stewardship reports)
- ___ Wetland identification and/or delineation

Application and Attachment Requirements for O & M Projects

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

- ___ Narrative description of how the requested funds will support specific O & M activities; what problems or stewardship needs will be addressed by the project; how the proposed O & M activities will help implement the current Stewardship Plan for the site; probable phasing of project activities; and other information that will help describe the need for and scope of the project.
- ___ Simple budget describing how requested funds will be used and the source of matching funds.
- ___ Site Location Map: On a Jefferson County base map, or on a map of the sponsoring agency's jurisdictional boundaries, clearly identify the location of the proposed activities.
- ___ Project Boundary Map: On a Quarter-section map or other map of sufficiently large scale, identify the boundaries of the proposed project.
- ___ Color Images: Provide images of portions of the property proposed for O & M activities. Please include captions, if available.
- ___ Plan, map, or aerial photo of the project site showing proposed areas of maintenance or improvements, if applicable.
- ___ Copy of minutes or resolution documenting official action of project sponsor to submit application for project funding. If more than one project is submitted from the same sponsor, the minutes or resolution should indicate the project priority and how it was determined.

Documentation of Match

A match of 50% must be documented with each invoice. Match guidelines are identical for acquisition and O & M proposals. In-kind labor cannot be used as match. An expenditure summary that provides the following information must accompany billing:

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

Reporting

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

Application and Attachment Requirements for O&M Projects

To apply for O & M funding for a project previously purchased using CF Funds, use the standard application form. In question #1, refer to the original project title and year that the project was

approved followed by "O & M Request Only". If you feel that a question is irrelevant to the project at hand, please answer "N/A".

Required Site Visit

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

Required Meeting

The sponsor must request and reserve the date that the CF Committee will meet to hear project presentations. The sponsor should attend the meeting in person, if possible, and make a presentation that begins with an introductory project description and ideally is organized according to the sequence of questions listed on the Score Sheet.

Annual Reports

Sponsors are required to submit an annual report by December 31st every year from the date of award until three years after the CF funds are disbursed. Sponsors receiving O&M funds will also submit an annual report for each year that O&M funds are expended. An annual report template is included with this manual and will be provided to the project sponsor electronically. The progress report must address changes in the project focus or purpose, progress in obtaining matching funding, and stewardship and maintenance, as applicable. Project sponsors may demonstrate their long-term stewardship success or management of projects by submitting their site inspection reports annually.

Reports

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

Project Changes

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

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

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

1. Send a "letter", addressed to the CF Committee and Board of County Commissioners, in an email to the program coordinator describing the desired change(s) and need for it/them in as much detail as possible. Also, characterize the level of urgency for addressing the possible change. If at all possible, provide this information at least two weeks ahead of the next scheduled full committee meeting for possible inclusion on the draft agenda.
2. Reflect the proposed change in a Microsoft Word version of the original conservation futures application, and the County/Sponsor resolution or agreement (as applicable), using Track Changes. Label new attachments with the current date. Attach the document(s) to the email described above.
3. When the change request is included on a draft agenda, the sponsor should make every effort to attend that meeting in person or by phone/internet.
4. If the need for change is urgent, the Chair may call a special, ad hoc, meeting. However, such a meeting requires that a quorum of committee members is available to approve any recommendation to the BoCC.
5. The following requests are considered particularly significant:
 - a. Parcel substitution or removal
 - b. Increase in funding amount
 - c. Reduction in percentage match
 - d. Loss of conservation value
 - e. Change in funding category (acquisition and/or O&M)

The CF Committee shall:

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

Staff shall:

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

Program Suggestions

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

APPENDIX A

JEFFERSON COUNTY CONSERVATION FUTURES PROGRAM

PROJECT AGREEMENT (informational only)

Project Sponsor:

Project Title:

Project Number:

Approval: Resolution No. xxx on xxx, 2021

A. Parties to the Agreement

This Project Grant Agreement (Agreement) is entered into between County of Jefferson (County), PO Box 1220, Port Townsend, Washington 98368 and _____ (Sponsor), xxxxx, xxxxx, WA 983xx, and shall be binding upon the agents and all persons acting by or through the parties.

B. Purpose of the Agreement

This Agreement sets out the terms and conditions by which a grant is made through the Jefferson County Conservation Futures Fund. The grant is administered by Jefferson County Public Health for the Sponsor for the project named above.

C. Description of Project

The subject project is described in the attached 2021 Conservation Project Application for the xxx. Conservation Futures Fund ("CFF") from Jefferson County in an amount not to exceed \$xxx will be used towards fee simple acquisition, by xxx, of the real property known in the records of the Jefferson County Assessor as APN#s xxxx for acquisition expenses, and \$xxx to reimburse for operations and maintenance expenses. The matching amount is provided by xxx. *Description of conservation easement or language in SWD (as applicable).*

D. Term of Agreement

The Project Sponsor's on-going obligation for the above project funded by this Agreement is to provide maintenance of the site or facility to serve the purpose for which it was intended in perpetuity unless otherwise identified in this Agreement.

E. Period of Performance

The Project reimbursement period for acquisition expenses shall begin on xxxx xx, 2019. The Project reimbursement period for acquisition expenses will end on xxx xx, 2022 unless proof of match is provided prior to this date. No expenditure made before xxx xx, 2019 is eligible for reimbursement unless incorporated by written amendment into this Agreement.

F. Project Funding

The total grant award provided by the Conservation Futures Fund (CFF) for the Project shall not exceed \$xxxxxx and Jefferson County CFF shall not pay any amount beyond that approved herein for funding of the Project. The Sponsor shall be responsible for all total costs for the Project that exceed \$xxx,xxx. In no event will the CFF funds expended for this purchase exceed xxx percent (xx%) of the overall acquisition cost of APN xxx-xxx-xxx. This Project is eligible for reimbursement of capital project and operations and maintenance expenditures as described in the Jefferson County Conservation Futures Program Manual for the 2019 Funding Cycle.

The contribution by the Sponsor toward work on the Project at a minimum shall be as indicated below. The contribution by the County toward work on the Project is described immediately above and in "C" above.

	Acquisition	O & M	Totals	%
Conservation Futures –	\$	\$	\$	%
Project Sponsor Contribution	\$	\$	\$	%
Totals	\$	\$	\$	100%

G. Unexpended Project Allocations

Should unexpected Project allocations, including, but not limited to project completion at less than the estimated cost or, alternatively, the abandonment of the Project occur, then the Sponsor shall notify the County.

H. Rights and Obligations

All rights and obligations of the parties to this Agreement are subject to this Agreement and its attachments, including the Sponsor's Application and Jefferson County Conservation Futures Program Manual for the 2019 Funding Cycle, all of which are attached hereto and incorporated herein.

Except as provided herein, no alteration of any of the terms or conditions of this Agreement will be effective unless provided in writing. All such alterations, except those concerning the period of performance, must be signed by both parties. Period of performance extensions need only be signed by Jefferson Board of County Commissioners.

I. Indemnification

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

J. Insurance

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

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

Commercial Automobile Liability Insurance providing bodily injury and property damage liability

coverage for all owned and non-owned vehicles assigned to or used in the performance of the work for a combined single limit of not less than \$500,000 each occurrence with the County named as an additional insured in connection with the Sponsor's performance of the contract

General Commercial Liability Insurance in an amount not less than a single limit of one million dollars (\$1,000,000) per occurrence and an aggregate of not less than two (2) times the occurrence amount (\$2,000,000.00 minimum) for bodily injury, including death and property damage, unless a greater amount is specified in the contract specifications. The insurance coverage shall contain no limitations on the scope of the protection provided and include the following minimum coverage

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

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

- * Certificate of Insurance

- * Self-insurance through an irrevocable Letter of Credit from a qualified financial institution

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

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

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

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

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

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

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

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

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

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

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

L. Independent Contractor

The Sponsor and the County agree that the Sponsor is an independent contractor with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither Sponsor nor any employee of Sponsor shall be entitled to any benefits accorded County employees by virtue of the services provided under this agreement. The County shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Sponsor, or any employee of Sponsor. The Sponsor shall not sublet or assign any of the services covered by this contract without the express written consent of the County or its authorized representative. Assignment does not include printing or other customary reimbursable expenses that may be provided in an agreement.

M. Ownership and Use of Documents

All documents, drawings, specifications and other materials produced by the Sponsor in connection with the services rendered under this agreement shall be the property of the Sponsor whether the project for which they are made is executed or not. The County shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with the Sponsor's endeavors

N. Compliance with Applicable Statutes, Rules, and Jefferson County Policies

This Agreement is governed by, and the Sponsor shall comply with, all applicable state and federal laws and regulations, including RCW 84.34.210, and published agency policies, which are incorporated herein by this reference as if fully set forth.

O. Sponsor's Accounting Books and Records

The Sponsor shall maintain complete financial records relating to this contract and the services rendered including all books, records, documents, receipts, invoices, and all other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect cost of any nature expended in the performance of this contract. The Sponsor's records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the County and state for a period of ten (10) years after the date of the final payment to Sponsor. Copies shall be made available upon request

P. Licensing, Accreditation and Registration

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

Q. Disputes

Except as otherwise provided in this contract, when a bona fide dispute arises between Jefferson County and the Sponsor and it cannot be resolved, either party may request a dispute hearing with a mediator assigned by or associated with Jefferson County District Court. Either party's request for a dispute hearing must be in writing and clearly state

- a. the disputed issue(s),
- b. the relative positions of the parties, and
- c. the Sponsor's name, address and Agency contact number

These requests must be mailed to the Project Manager, Jefferson County 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 will split evenly the cost of mediation or whatever form of dispute resolution is used.

R. Termination for funding

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

S. Termination for Convenience

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

T. Assignment

The Sponsor shall not sublet or assign any interest in this Agreement, and shall not transfer any interest in this agreement without the express written consent of the County

T. NonWaiver.

Waiver by the County of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provision

U. County Does Not Assume Additional Duties

The County does not assume any obligation or duty, except as required by federal or state law, to determine if Sponsor is complying with all applicable statutes, rules, codes ordinances or permits.

V. Agreement Representatives

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

Sponsor Contact

Conservation Futures Program Contact

Jefferson County
Public Health – Conservation Futures
615 Sheridan Street
Port Townsend, WA 98368

These addresses shall be effective until receipt by one party from the other of a written notice of any change.

W. Entire Agreement/Severability

This agreement, along with all attachments, constitutes the entire agreement of the parties. No other understandings, oral or otherwise, regarding this Agreement shall exist or bind any of the parties. If any part of this Agreement is ruled or adjudicated to be unlawful or void, all other sections of this Agreement shall continue to have full force and effect.

X. Effective Date

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

Y. Venue:

Venue for any litigation arising from this Project Agreement shall be only in the Superior Court in and for Jefferson County. Each party to this agreement shall be responsible for their litigation costs, including attorney's fees.

DATED this _____ day of _____ 2021.

By _____
Kate Dean, Chair
Jefferson Board of County Commissioners

By _____

Attested:

Carolyn Gallaway, Deputy Clerk of the Board

Approved as to form:

Philip Hunsucker, Chief Civil DPA

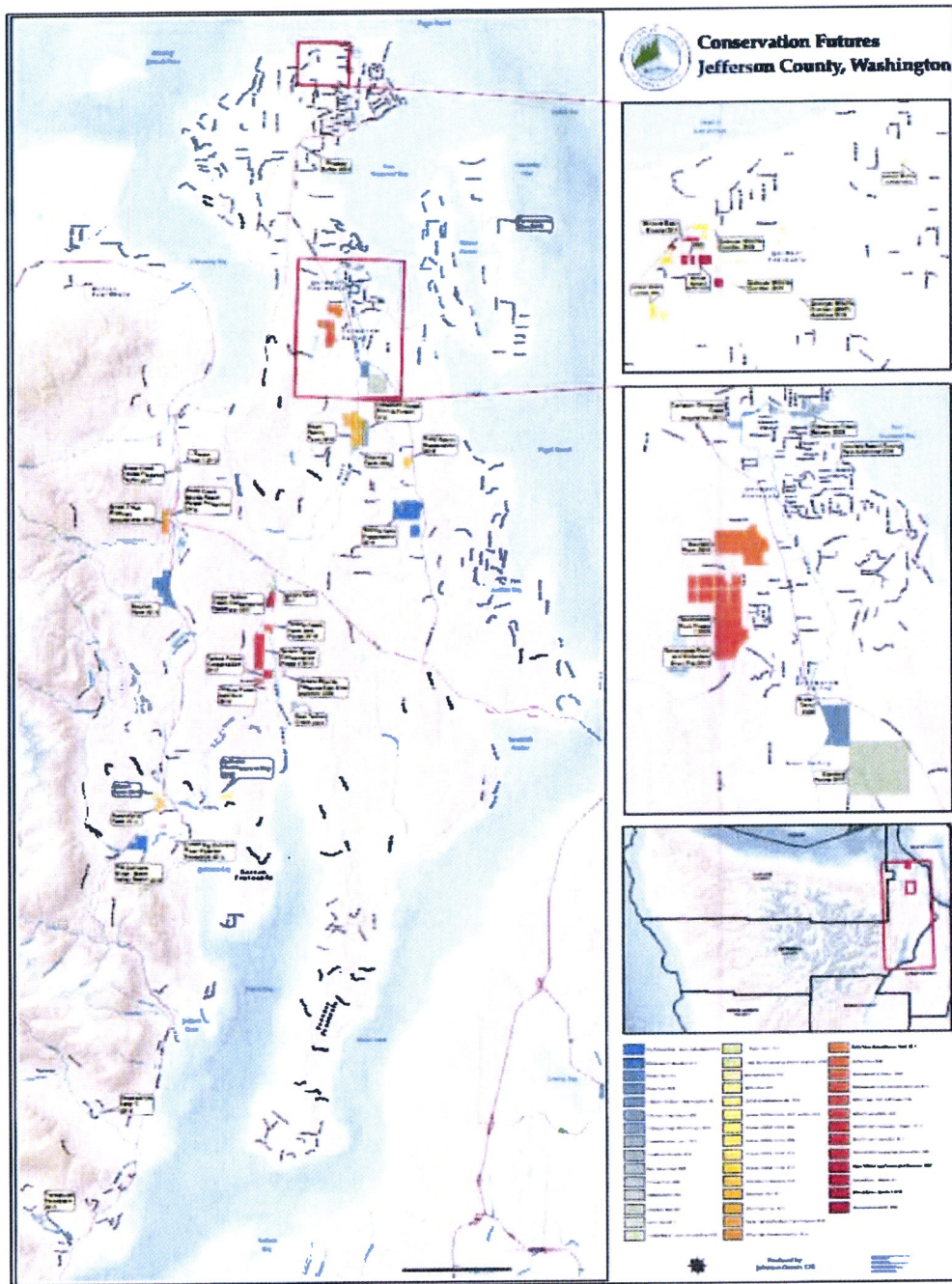
Annual Project Reporting Form (informational only)

1. Project Sponsor:
2. Project Title:
3. Project Number:
4. Status:
5. Approval Date:
6. Project goals and objectives:
7. Parcel number(s):
8. Total acreage:
9. Easement:
 - Title:
 - Seller:
10. Fee Simple
 - Seller:
11. Month and year that CF funding was awarded:
12. a). Purchase price:
13. Amount of CF award:
14. Month and year of acquisition:
15. Entity holding title:
16. Entity responsible for stewardship:
17. Plans or agreements pertaining to this acquisition:
18. O& M funds received since acquisition (list by year):
19. Existing and on-going activities and projects (for each O & M activity that has occurred since December 31st of the previous year, please provide supporting documentation):
20. New events, activities, projects (for each O & M activity that has occurred since December 31st of the previous year, please provide supporting documentation):
21. Needs and challenges:
22. General progress towards project's objectives:

Organization:

Date _____

Appendix B



Appendix C

DEFINITIONS

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

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

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

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

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

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

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

Exhibit D

Resolution No. 54 - 21

16 ADD } 9-7-21
PA }

STATE OF WASHINGTON
County of Jefferson

Dedication of Conservation Futures Funds to the }
Quimper Wildlife Corridor Additions 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. 54 21

WHEREAS, conservation futures 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 Citizen Oversight Committee has reviewed project applications for 2021 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 Program, Jefferson Land Trust, as project sponsor, requests funding towards the acquisition of nine parcels of land in S4 T30N R1W with Assessor's Parcel Numbers 946500101, 946500201, 946500301, 946500401, 946500501, 946500601, 946500701, 946500801, and 946500901; and

WHEREAS, the County retains enough developable land to accommodate the Quimper Wildlife Corridor Additions project as well as the housing and employment growth that it is expected to receive, thus satisfying the requirements of Chapter 449, Laws of 2005; and

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

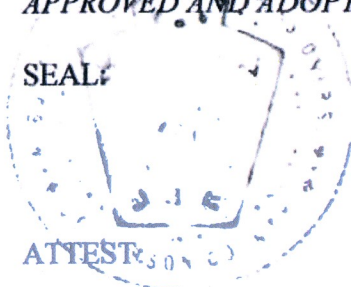
NOW, THEREFORE BE IT RESOLVED that:

1. Jefferson County hereby dedicates up to \$69,500 in conservation futures funds in the 2021 funding cycle for acquisition expenses contingent on a matching contribution of at least sixty-three percent (63%) of the total project cost.

Resolution No. 54 21re: Dedication of Conservation Futures Funds to the Quimper Wildlife Corridor Additions project

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.

APPROVED AND ADOPTED this 7th day of September, 2021 in Port Townsend, Washington.



Carolyn Gallaway
Carolyn Gallaway
Clerk of the Board

JEFFERSON COUNTY
BOARD OF COMMISSIONERS

Kate Dean
Kate Dean, Chair

Greg Brotherton
Greg Brotherton, Member

Heidi Eisenhour
Heidi Eisenhour, Member