



**JEFFERSON COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**REGULAR AGENDA REQUEST**

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

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

**DATE:** January 6, 2025

**SUBJECT:** Discussion – Resolution: Initiating the Conservation Futures Fund program application cycle for 2025, setting an estimated amount of Conservation Futures Funds available for 2025, and amending the Conservation Futures Fund program materials

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**STATEMENT OF ISSUE:**

Jefferson County Public Health requests approval of a resolution to initiate the Conservation Futures Fund program 2025 grant cycle by establishing the application period, setting an estimated amount available for the Fund for 2025, and updating the program materials.

**ANALYSIS:**

The Conservation Futures Fund Citizen Oversight Committee (CFFCOC) met on November 6, 2024 to finalize their recommended changes to the program's process and application materials for the 2025 application cycle. Proposed changes to the program manual, application and score sheet are shown in the attached materials using Track Changes (Attachments B, C, D). A change-recommendation summary is also provided (Attachment A). The most substantive changes for 2025 are in the application and score sheet and are focused on assessing project stewardship opportunities. Otherwise, changes to the manual, application and scoresheet are limited to administrative updates and clarifications.

The program application window shall be January 13 to March 21, 2025.

Approximately \$252,000 of funds shall be available for Conservation Futures grant acquisitions, with \$48,000 allowed for associated Operations & Maintenance expenses.

Approval of the resolution (Attachment E) would accept the CFFCOC's recommended changes to program materials and process, establish an application period, and provide estimates of the funds available in the 2025 application cycle.

FISCAL IMPACT:

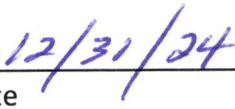
Funding for this project is provided by the Conservation Futures Fund; there is no impact to the County's General Fund.

RECOMMENDATION:

JCPH Management recommends BoCC signature of the resolution to initiate the Conservation Futures Fund grant cycle for 2025, establish an application period, set an estimated amount available for the Fund, and amend the program materials.

REVIEWED BY

  
\_\_\_\_\_  
Mark McCauley, County Administrator

  
\_\_\_\_\_  
Date

## **Background**

Since 2002, the Jefferson County Conservation Futures program has played a vital role in conserving important properties in the County. Much has changed since it was first implemented, both in terms of changes in land use and in our understanding of what property characteristics are important to consider when recommending a project to the BoCC. And although change has occurred, the Criteria in JCC 3.08.040 remain extremely applicable. The criteria in JCC focus on conserving lands that are unique and might be adversely affected by a change in land use.

The CFFCOC has also started discussing potential program recommendations for the 2026 funding cycle. The discussions have included how to encourage applicants to focus the projects submitted for CFF funding on lands that best fulfill the goals and meet the criteria in the JCC 3.08.03-04. A recent comment by a representative of the Jefferson Land Trust (JLT) noted that it is difficult to see the linkages between the JCC goals and criteria for the program and the specific questions in the Application and Score Sheet. To make those linkages apparent, it may require changes in both the *Application* and in the scoring process.

In addition, the Jefferson Land Trust has endorsed Adaptive Management as one of the important components of long-term management of conserved properties. We agree with the JLT and will be looking at how to broadly incorporate this approach into the *Application* and scoring thereof in the future.

## **Recommended Changes for 2025**

The Conservation Futures Fund Citizen Oversight Committee (CFFCOC) is recommending changes to three program documents for the 2025 funding cycle:

- Jefferson County Conservation Futures Fund Program Manual (*Program Manual*)
- Jefferson County Conservation Futures Fund Program Property Acquisition Project and/or Operations and Maintenance Project Application (*Application*)
- Jefferson County Conservation Futures Fund Project Score Sheet (*Score Sheet*)

Recommended changes generally fall into two categories, “normal administrative” and “substantive”.

Normal administrative changes include (1) revision of month, day and year as appropriate; (2) grammatical corrections; (3) revisions of wording to improve consistency between program documents; (4) minor word changes for clarification; and (5) updating the list of CFFCOC members. The administrative changes show in the redline/strikeout version of the *Program Manual*, *Application* and *Score Sheet* but are not specifically addressed below.



Substantive changes are changes that:

- Add, eliminate or significantly modify the information requested of applicants;
- Add, eliminate or significantly modify questions and/or scoring criteria for projects; and
- Clarify the CFFCOC's process for reviewing, evaluating, and making recommendations regarding applicant-initiated project changes after the BoCC has approved a project.

The following are brief descriptions of each recommended change's focus followed by the rationale for the recommended change. The redline strikeout version of the documents show the specific wording of the recommended changes. *See attachments B, C, and D.*

### **Recommended Substantive Changes to the CFFCOC Program Manual**

#### **Section 9: Acquisition Projects – Application and Attachment Requirements For Acquisition Projects**

Focus of the Recommended Change: Recognizing that the presence of Jefferson County (JC)-identified "Critical Areas" should be an important consideration in evaluating an application for Conservation Futures Funds (CFF), and the specific critical area locations and types should be displayed on a map as part of the *Application*.

Rationale: Applicants often state that there are designated Critical Areas within the project boundaries but not their specific location(s) or type. As a result, this necessitates that each individual CFFCOC Member obtain this information utilizing County GIS portal. Having the information included in the *Application* makes information easily available to the CFFCOC, BoCC and the public without creating any significant additional work on the part of the applicant.

#### **Section 16: Project Changes**

Focus of the Recommended Change: Create internal consistency between document sections by removing specific reference to the type of change (parcel substitution or removal, match ratio etc.) in the introductory statements.

Rationale - Removal eliminates inconsistency between the introductory statement and the two (2) following sections.



Changes in the *Application* and in the *Score Sheet* generally track each other with the *Application* requesting information and the *Score Sheet* using essentially the same question for scoring purposes. Each CFFCOC member fills out the *Score Sheet* for an *Application* based on the information provided in the *Application*. The following addresses each recommended substantive change in the *Application* and any corresponding change in the *Score Sheet* and changes specific to the *Score Sheet*. The specific wording of the recommended changes is identified in the redline strikeout version of the respective documents.

### **Recommended Substantive Changes to the *Application* and *Score Sheet***

#### *Application* – Project Description #10

Focus of the Recommended Change: Providing the applicant the opportunity to describe why conserving the property is important to Jefferson County and what the management goals for the property will be after it is acquired.

Rationale - In recent applications it is sometimes unclear how the proposed acquisition meets the goals and criteria of the Conservations Futures Program as expressed in the JCC 3.08.030-040 and what the long-term goals are for the property.

#### *Application* Scored Question #2 and *Score Sheet* Question # 2 (2a and 2b)

Focus of the Recommended Change: Increase the *Application's* focus on the long-term stewardship needs of the property rather than solely the level of commitment of an applicant. Understanding the threats, stressors and/or other factors that could affect the conservation values of the property and the strategies the applicant thinks might be needed to make potential negative outcomes less likely or less extreme.

Rationale - Acknowledging what might affect the property in the future, and which strategies might be necessary to implement, will help the CFFCOC evaluate *Applications* and make recommendations to the BoCC. The information will also help the public better understand the long-term importance of conserving a specific property, its future management challenges and potential associated costs.

#### *Application* Scored Question #2 and *Score Sheet* Question # 2 (2c)

Focus of the Recommendation: Understanding the status of any paper water right(s) associated with a property is important to evaluating the conservation value(s) of a property.

Rationale - Water availability is important to a property's open space and ecological values be it for farming, fish, wildlife and/or public water supply. Protection of water rights is a long-term stewardship issue.

*Application Scored Question #4 and Score Sheet #4*

Focus of the Recommendation: Deleting questions regarding acquisition feasibility.

Rationale

- In reviewing past successful *Applications*, the questions regarding feasibility have not been predictive of successful acquisitions. There are a myriad of reasons why a particular acquisition is not successfully completed and they are generally unknown when the *Application* is submitted.

*Application Scored Question #5 and Score Sheet #5*

Focus of the Recommendation- Clarifying wording regarding opportunities for public input into plans (open space, resource protection, recovery, etc.) that the applicant cites as indicating the specific property is important to acquire.

Rationale - Bring consistency between the wording in the *Score Sheet* and *Application* that emphasizes that using plans where the public had an opportunity for input is important.

*Application Scored Question #8 and Score Sheet #8*

Focus of the Recommendation: Clarifying the types and sources of information that should be in the *Application* and the source of the information. Clarifying that peer reviewed sources and specific information/data collected on the property are given more weight than anecdotal information.

Rationale - Information specific to a property and information from various databases is important to understanding the long-term conservation value(s) of a property. Having it available in the *Application* is helpful in evaluating projects for their current and future conservation values and understanding how a property fits with long term goals for wildlife, farming, forests and other lands in the county. Jefferson County is just one piece of the picture when evaluating a property for its

contribution to long-term habitat connectivity and climate change resilience.

*Application Scored Question #10b and Score Sheet #10b*

Focus of the Recommendation: Delete question 10b in the *Application* and *Score Sheet*

Rationale - The requested information is often not readily available to the applicant and there is no apparent linkage between past management and future conservation value. Additionally, most projects result in new ownership and/or new plans of for managing the property are prepared and implemented.

*Application Scored Question #11 and Score Sheet #11*

Focus of the Recommendation: Adding a question requesting information on how the project will increase resiliency to climate change and if the benefits are significant at the proposed project's scale

Rationale - Climate resiliency is a major concern in Jefferson County and the Olympic Peninsula. Increasing climate resiliency through land conservation and adaptive management will benefit all citizens of the County.

*Application Scored Question #13 and Score Sheet #13*

Focus of the Recommendation: Clarifying the applicant's commitment to implementing strategies they have identified as important and understanding when they will likely be implemented.

Rationale - *Applications* often identify management strategies that will be needed to maintain or enhance the conservation value of a project. The applicant's level of commitment to implement them should be used in the project's evaluation.

*Score Sheet #6*

Focus of the Recommendation: Reducing the raw score for the question from 5 to 4.

Rationale - Reducing the raw score for this question will bring it into better alignment with other equally important rating questions.



*Score Sheet #7*

Focus of the Recommendation: Reducing the maximum points for this question from 5 to 3.

Rationale - This question has the highest multiplier and reducing the raw score while maintaining the multiplier will bring the potential total score into better alignment with other important rating questions and will continue to emphasize the importance of a project's conservation value in relation to requested CFF funds.



**~~DRAFT~~ Jefferson County Conservation Futures Fund Program Manual**

~~2025~~2024 Funding Cycle

# Jefferson County Conservation Futures Fund Program Manual

## 20252024 Funding Cycle

### Mission of the Conservation Futures Fund Program

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

### Conservation Futures Fund Citizen's Oversight Committee (CFFCOC) Membership (as of ~~November 20~~November, 20232024)

Tom Backman: Citizen, District 3  
Mary Biskup; Citizen, District 1  
Clint Cole: Interest – Anadromous Fish  
Laurie de Koch: Citizen, District 3  
Tom Erlichman: Citizen, District 2  
~~Guy Dobyns, Citizen, District 3~~  
Rob Harbour; Interest – Working Lands  
Richard Jahnke; Interest – Coastal Areas  
Cheryl Lowe; Interest – Habitat Values  
Ryan McMackin: Interest – Wetlands ~~Vacant, District 3~~  
Joanne Pontrello; Citizen, District 2  
Ron Rempel; Interest – Wildlife Conservation Biology  
~~Vacant, Interest~~  
~~Jessica Randall, Interest – Ecosystem Services~~  
David Wilkinson; Citizen, District 1  
~~VTom Erlichman, Citizen, District 2~~  
~~Vacant, Interest~~ Vacant; Interest

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Project Agreement Template ~~Forms and~~  
~~Templates~~.....

APPENDIX A

~~Project Agreement Templates~~

~~Annual Report Form Template~~

*Please note: The 2024 CFF Application and Scoresheet are available separately  
from program staff.*

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Overview

1.

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

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

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

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

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

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

This funding cycle, applications will be due ~~Friday, March 2~~ March 212, 2024-2025 and sponsors host site visits and present projects to the CFFCOC in mid-March. Information about the application period is posted on the program website, announced in local newspapers and via email, and available by contacting the program coordinator. In April ~~or May~~, the CFFCOC meets to rank projects, determine recommended funding levels, and compose its overall recommendations to the Board of County Commissioners (BoCC). The BoCC typically makes award determinations in July. Approved project funds are not generally available to project sponsors until August or later. At least every other year, the BoCC reviews the priorities of the CFF Program and the project ranking process. All meetings of the CFFCOC are open to the public. Citizens are encouraged to attend.

### 2. —Conservation Futures Fund Citizen Oversight Committee

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

### 3. —Project Selection

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

1. Final written project application: Each CFFCOC member independently reads and assesses each application and prepares any necessary clarification questions.
2. Site visits: Each member **must** attend the project site visits (or view a video of the site visit). Questions may be posed by committee members and answered during this site visit or they may be held until the project presentations meeting.
3. Oral presentation of the project: Each sponsor and CFFCOC member attend this meeting during which the project sponsor(s) present their project(s) and answer questions posed by the committee members. Following the oral presentations, a deadline will be established for CFFCOC members ~~Ms~~ to submit additional questions to applicants (via county staff). After this set deadline for additional questions, a second deadline will be established for the receipt of all answers from applicants. After this second deadline, no further additional information may be requested, received or considered by the committee.
4. Submission of project score sheets: Each CFFCOC member submits to the program coordinator a form for each project consisting of questions that ask how well, in the committee member's judgement, an applicant meets the criteria for approval and funding. The committee member assigns a numerical "score" (within a range predetermined by the CFFCOC) for each of the questions and it is



weighted by a predetermined multiplier. Individual scores for each project are recorded in a spreadsheet by the program coordinator. This spreadsheet is emailed to -CFFCOC members as soon as all the scores are available and entered as soon as possible ahead of the meeting to rank projects.

5. During the meeting to rank projects, -CFFCOC members will have an opportunity to ask questions of each other about scoring choices and interpretations of specific questions and may adjust their scores as desired. Afterwards, a committee composite “score” for each project application is obtained by taking the average of the “individual 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 automatically worthy of funding (i.e. eligible for). Projects “scoring” below 70% of the total possible numerical value for a project “score” are not considered for funding unless compelling reasons for funding arise in the final evaluation phase.
6. Ranking and recommendation for funding of project applications: Each project application judged eligible in phase #54 is discussed, bringing into focus information garnered from phases 1 through 54 and in light of current funds available to the cycle. All project applications are compared and a final ranking and funding recommendation may be determined for each of the project applications and submitted to the Board of County Commissioners in a memo from the CFFCOC chair or vice chair. The CFFCOC must provide justification to the Commissioners for any and all changes from the numerical ranked order.

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#### **~~NEW for 2024~~ Preapplication Option:**

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

### **5. Information Sources**

The CFF Program is administered by the Commissioners' Office with assistance from Public Health. Please note that the information contained in this manual does not supersede the statutes governing the Jefferson County Conservation Futures Fund and Program, and should be read in conjunction with them.

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

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

Contact the program coordinator at ph: 360-~~3~~79-4498 or email [tpokorny@co.jefferson.wa.us](mailto:tpokorny@co.jefferson.wa.us).

### **6. Reimbursement**

All grants are funded by the Jefferson County Conservation Futures Fund tax levy. After a public hearing is held, one or more project award resolutions may be passed by the Board of County Commissioners, usually in June or July. Project agreement(s) (**Appendix A**) between the County and the project sponsor are then developed to include the full scope of work as described in the original or updated application. A final draft grant deed of



conservation easement or statutory warranty deed is requested to serve as an attachment to the agreement along with the project application and that year's program manual.

Except in the case of escrow payments, sponsors must expend their own funds on eligible and allowable expenditures prior to requesting reimbursement. With sufficient lead time, an approved settlement statement, the qualifying property appraisal, and the required documentation of the matching contribution, CFF 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:

- ~~c~~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 ~~are~~<sup>is</sup> situated either directly adjacent to or could, in the sole discretion of the county, be directly linked to the property under application.
- cost of appraisal, title insurance, closing costs, and other miscellaneous fees (*See JCC 3.08.030(5).*)

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

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

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

## **7. 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.

## **8. 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 CFF funds, by way of example only, purchase and sale agreements, settlement documents, invoices, e-mails, expert reports and/or appraisals, are Public Records subject to disclosure in accordance with the Public Records Act, Ch. 42.56 RCW, if requested by a citizen or entity. All meetings and activities of the CFFCOC are subject to the Open Public Meetings Act, Ch. 42.30 RCW. The public is always invited and encouraged to attend. At least two observer comment periods are included in each agenda.

## **9. Acquisition Projects**

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

#### *Project Eligibility*

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

#### *Applicant Eligibility*

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

#### *Sponsor Eligibility*

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

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

Capital project expenditures or match may include:

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



\_\_Cultural resources review (survey, excavation, on-site monitoring and data recovery)

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

#### *Stewardship Plan*

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

#### *Title Report and Title Insurance*

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

#### *Appraisals*

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

The appraisal must:

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

#### *Review Appraisals*

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

#### *Project Implementation*

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

#### *Application and Attachment Requirements for Acquisition Projects*



All materials must be submitted electronically as one or more PDF files to [tpokorny@co.jefferson.wa.us](mailto: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.
- Critical Areas Map: On a quarter section map(s) or other map(s) of sufficiently large scale, identify the location/boundaries of any and all ~~JC~~ designated Critical Areas on 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.

## **10. Combination Acquisition/O & M Projects**

Projects that involve acquisition and O & M expenses are allowed and require that complete application information be submitted for both the acquisition and the O & M elements of the project.

## **11. 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 ~~-other~~ open space lands, the current priority of the Conservation Futures **Fund** program is to fund high quality acquisition projects. Operations and Maintenance funding for completed acquisition projects may also 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 ~~M~~aintenance funding may be used for any property to be acquired, or previously acquired, with Conservation Futures funds. Conservation ~~F~~utures tax levy funds appropriated for O & M or interests in real property shall not supplant or replace any existing funding for maintenance and operation of parks and recreational lands.

#### *Applicant Eligibility*

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

#### *Sponsor Eligibility*

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

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

- Operations & Maintenance expenditures or match may include, but are not limited to:
- ☐ Cultural resources review (survey, excavation, on-site monitoring and data recovery)
  - ☐ Demolition
  - ☐ Fencing (if needed for public safety or resource protection)
  - ☐ Noxious weed control
  - ☐ Signage
  - ☐ Special site-specific reports (e.g. stewardship reports)
  - ☐ Wetland identification and/or delineation

#### *Application and Attachment Requirements for O & M Projects*

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

- Narrative description of how the requested funds will support specific O & M activities; what problems or stewardship needs will be addressed by the project; how the proposed O & M activities will help implement the current Stewardship Plan for the site; probable phasing of project activities; and other information that will help describe the need for and scope of the project.
- Simple budget describing how requested funds will be used and the source of matching funds.
- Site Location Map: On a Jefferson County base map, or on a map of the sponsoring agency's jurisdictional boundaries, clearly identify the location of the proposed activities.



- Project Boundary Map: On a Quarter-section map or other map of sufficiently large scale, identify the boundaries of the proposed project.
- Color Images: Provide images of portions of the property proposed for O & M activities. Please include captions, if available.
- Plan, map, or aerial photo of the project site showing proposed areas of maintenance or improvements, if applicable.
- Copy of minutes or resolution documenting official action of project sponsor to submit application for project funding. If more than one project is submitted from the same sponsor, the minutes or resolution should indicate the project priority and how it was determined.

#### *Documentation of Match*

A match contribution that equals the percentage of the project promised in the project application (no less than 50%) must be documented with each invoice. Match guidelines are identical for acquisition and O & M proposals. In-kind labor cannot be used as match. An expenditure summary that provides the following information must accompany billing:

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

#### *Reporting*

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

#### *Application and Attachment Requirements for O&M Projects*

To apply for O & M funding for a project previously purchased using CFF 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".

### **12. Required Site Visit**

Project sponsors are asked to host the CFFCOC on project site visit(s) and, beforehand, to obtain written permission from the landowner for a county employee to take photographs and make an unrestricted video recording of the project area. These materials are used to inform any CFFCOC memberMs 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 CFFCOC memberMs.



### **13. Required Meeting**

~~The sponsor must request and reserve the date that the~~

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

### **14. Annual Reports**

Sponsors are required to submit an annual report by December 31<sup>st</sup> every year from the date of award until three years after the CFF 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.

### **15. Additional Reporting**

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

### **16. Project Changes**

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

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

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

1. Send a "letter", addressed to the CFFCOC and Board of County Commissioners, in an email to the program coordinator describing the desired change(s) and need for it/them in as much detail as possible. Also, characterize the level of urgency for addressing the possible change. If at all possible, provide this information at least two weeks ahead of the next scheduled full ~~committee~~-CFFCOC meeting for possible inclusion on the draft agenda.

2. Reflect the proposed change(s) in a Microsoft Word version of the original Conservation Futures Fund application, and the County/Sponsor resolution or agreement (as applicable), using Track Changes. Label new attachments with the current date. Attach the document(s) to the email described above.
3. When the change request is included on an agenda, the sponsor should make every effort to attend that meeting in person or by phone/internet.
4. If the need for change is urgent, the Chair may call a special, ad hoc, meeting. However, such a meeting requires that a quorum of CFFCOC memberMs is available to approve any recommendation to the BoCC.
5. The following change requests are considered particularly significant, and always requires CFFCOC review and recommendation to the BoCC:
  - a. Parcel substitution or removal
  - b. Increase in funding amount
  - c. Reduction in percentage match
  - d. Loss of conservation value
  - e. Change in funding category (acquisition and/or O & M)

The CFFCOC shall:

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

Staff shall:

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

## **17. Program Suggestions**

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



**APPENDIX A**  
**GRANT AGREEMENT TEMPLATE FOR FEE SIMPLE ACQUISITIONS**  
**(INFORMATIONAL ONLY)**

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

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

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

**Project Title:** [PROJECT]

**Contract Number:** [xxxxxxx]

**Approval:** [Resolution No.]

**1. Parties to this Agreement**

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

**2. Purpose of this Agreement**

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

**3. Grant Administration**

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

**4. Description of Project**

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

**5. Project Requirements**

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

*Grantee's costs of acquiring the Property were provided in part by grant funding from the Jefferson County Conservation Futures property tax authorized by Washington law. Grantee hereby agrees to be bound by Jefferson County Code (JCC) 3.08.030(9), the uses authorized under RCW 84.34.230, including the obligation to ensure the long-term conservation of the Property in accordance with the terms and conditions of the statutory warranty deed, and to*

obtain the consent of Jefferson County prior to any conveyance of any interest acquired hereby. Consistent with JCC 3.08.030(9), the Property shall not be converted to a different use unless and only if other equivalent lands or interest in lands within Jefferson County are received by Grantee in exchange.

## 6. Period of Performance

The Project reimbursement period for acquisition expenses shall begin on DATExxxx and end on DATExxxx 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 31<sup>st</sup> until three years after the acquisition funds are dispersed and in each year O & M funds are used.

## 8. Project Funding

The total grant award provided by the Conservation Futures Fund for the Project shall not exceed \$xxxx. The Conservation Futures Fund shall not pay any amount beyond that approved in this Agreement for funding of the Project. The Sponsor shall be responsible for no less than fifty (50%) percent of the total Project cost and all Project costs in excess of \$xxxxxx. The contribution by the Sponsor toward work on the Project shall be as indicated below. The contribution by the Conservation Futures Fund toward work on the Project is described immediately above and in "C" above.

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

## 9. Unexpended Project Allocations

Should unexpected Project allocations, including (but not limited to) project completion at less than the estimated cost or (alternatively) the abandonment of the Project occur, then the Sponsor shall notify the County within 30 days.

## 10. Modification of this Agreement

All rights and obligations of the parties to this Agreement are subject to this Agreement and its attachments. Except as provided in this Agreement, no alteration of any of the terms or conditions of this Agreement shall be effective unless provided in writing. All such alterations, except those concerning the period of performance, must be signed by both parties. Period of performance extensions need only be signed by Jefferson Board of County Commissioners.



## 11. Indemnification

- a. For its comparative liability, each party agrees to indemnify, defend and hold the other party, its officers, officials, employees, agents and volunteers (and their marital communities), harmless from and against any claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which are alleged or proven to be caused by an act or omission, negligent or otherwise, of its officers, officials, employees, agents or volunteers (and their marital communities).
- b. A party shall not be required to indemnify, defend, or hold the other party or its officers, officials, employees, agents and volunteers (and their marital communities) harmless if the claim, damage, loss or expense for personal injury, for any bodily injury, sickness, disease or death or for any damage to or destruction of any property (including the loss of use resulting therefrom) is caused by the sole act or omission of the other party or its officers, officials, employees, agents or volunteers.
- c. If any concurrent act occurs or omission of the parties and their officers, officials, employees, agents and volunteers, negligent or otherwise, these indemnity provisions shall be valid and enforceable only for the comparative liability of each party and its officers, officials, employees, agents or volunteers.
- d. The parties agree to maintain a consolidated defense to claims made against them and to reserve all indemnity claims against each other until after liability to the claimant and damages are adjudicated. If any claim is resolved by voluntary settlement and the parties cannot agree upon apportionment of damages and defense costs, they shall submit apportionment to binding arbitration.
- e. The indemnification obligations of the parties shall not be limited by the Washington State Industrial Insurance Act, Title 51 RCW, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act. Each party expressly waives any immunity afforded by such acts to the extent required by a party's obligations to indemnify, defend and hold harmless the other party, its officers, officials, employees, agents and volunteers (and their marital communities). A party's waiver of immunity does not extend to claims made by its own employees directly against that party as employer. The indemnity provisions of this section are a material inducement to enter into this Agreement and have been mutually negotiated. This section shall survive the expiration or termination of this Agreement.

## 12. Insurance

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

- a. Commercial Automobile Liability Insurance providing bodily injury and property damage liability coverage for all owned and non-owned vehicles assigned to or used in the performance of the work for a combined single limit of not less than \$500,000 each occurrence with the County named as an additional insured in connection with the Contractor's performance of this Agreement. This insurance shall indicate on the certificate of insurance the following coverage: (a) Owned automobiles; (b) Hired automobiles; and, (3) Non-owned automobiles.
- b. Commercial General Liability Insurance in an amount not less than a single limit of one million dollars (\$1,000,000) per occurrence and an aggregate of not less than two (2) times the occurrence amount (\$2,000,000.00 minimum) for bodily injury, including death and property damage, unless a greater amount is specified in the contract specifications. The insurance coverage shall contain no limitations on the scope of the protection provided and include the following minimum coverage:
  - i. Broad Form Property Damage, with no employee exclusion;
  - ii. Personal Injury Liability, including extended bodily injury;
  - iii. Broad Form Contractual/Commercial Liability – including coverage for products and completed operations;
  - iv. Premises – Operations Liability (M&C);
  - v. Independent Contractors and subcontractors;
  - vi. Blanket Contractual Liability.
- c. Professional Liability Insurance. The Contractor shall maintain professional liability insurance against legal liability arising out of activity related to the performance of this Agreement, on a form acceptable to Jefferson County Risk Management in the amounts of not less than \$1,000,000 Each Claim and \$2,000,000 Aggregate. The professional liability insurance policy should be on an "occurrence" form. If the professional liability policy is "claims made," then an extended reporting periods coverage (tail coverage) shall be purchased for three (3) years after the end of this Agreement, at the Contractor's sole expense. The Contractor agrees the Contractor's insurance obligation to provide professional liability insurance shall survive the completion or termination of this Agreement for a minimum period of three (3) years.
- d. The County shall be named as an "additional named insured" under all insurance policies required by this Agreement, except Professional Liability Insurance when not allowed by the insurer.
- e. Such insurance coverage shall be evidenced by one of the following methods: (a) Certificate of Insurance; or, (b) Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.
- f. The Contractor shall furnish the County with properly executed certificates of insurance that, at a minimum, shall include: (a) The limits of coverage; (b) The project name to which it applies; (c) The certificate holder as Jefferson County, Washington and its elected officials, officers, and employees with the address of Jefferson County Public



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

- g. Failure of the Contractor to take out or maintain any required insurance shall not relieve the Contractor from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations concerning indemnification of the County.
- h. The Contractor’s insurers shall have no right of recovery or subrogation against the County (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies, with the exception of Professional Liability Insurance, so affected shall protect both parties and be primary coverage for all losses covered by the above described insurance.
- i. Insurance companies issuing the policy or policies shall have no recourse against the County (including its employees and other agents and agencies) for payment of any premiums or for assessments under any form of policy.
- j. All deductibles in the above described insurance policies shall be assumed by and be at the sole risk of the Contractor.
- k. Any deductibles or self-insured retention shall be declared to and approved by the County prior to the approval of this Agreement by the County. At the option of the County, the insurer shall reduce or eliminate deductibles or self-insured retention, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- l. Insurance companies issuing the Contractor’s insurance policy or policies shall have no recourse against the County (including its employees and other agents and agencies) for payment of any premiums or for assessments under any form of insurance policy.
- m. Any judgments for which the County may be liable, in excess of insured amounts required by this Agreement, or any portion thereof, may be withheld from payment due, or to become due, to the Contractor until the Contractor shall furnish additional security covering such judgment as may be determined by the County.
- n. Any coverage for third party liability claims provided to the County by a “Risk Pool” created pursuant to Ch. 48.62 RCW shall be non-contributory with respect to any policy of insurance the Contractor must provide in order to comply with this Agreement.

- o. The County may, upon the Contractor's failure to comply with all provisions of this Agreement relating to insurance, withhold payment or compensation that would otherwise be due to the Contractor.
- p. The Contractor's liability insurance provisions shall be primary and noncontributory with respect to any insurance or self-insurance programs covering the County, its elected and appointed officers, officials, employees, and agents.
- q. Any failure to comply with reporting provisions of the insurance policies shall not affect coverage provided to the County, its officers, officials, employees, or agents.
- r. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- s. The Contractor shall include all subcontractors as insured under its insurance policies or shall furnish separate certificates and endorsements for each subcontractor. All insurance provisions for subcontractors shall be subject to all the requirements stated herein.
- t. The insurance limits mandated for any insurance coverage required by this Agreement are not intended to be an indication of exposure nor are they limitations on indemnification.
- u. The Contractor shall maintain all required insurance policies in force from the time services commence until services are completed. Certificates, insurance policies, and endorsements expiring before completion of services shall be promptly replaced. All the insurance policies required by this Agreement shall provide that thirty (30) days prior to cancellation, suspension, reduction or material change in the policy, notice of same shall be given to the Jefferson County Public Health Contracts Manager by registered mail, return receipt requested.
- v. The Contractor shall place insurance with insurers licensed to do business in the State of Washington and having A.M. Best Company ratings of no less than A-, with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington.
- w. The County reserves the right to request additional insurance on an individual basis for extra hazardous contracts and specific service agreements.

### **13. Workers Compensation (Industrial Insurance)**

- a. If and only if the Contractor employs any person(s) in the status of employee or employees separate from or in addition to any equity owners, sole proprietor, partners, owners or shareholders of the Contractor, the Contractor shall maintain workers compensation insurance at its own expense, as required by Title 51 RCW, for the term of this Agreement and shall provide evidence of coverage to Jefferson County Public Health, upon request.



- b. Workers compensation insurance covering all employees with limits meeting all applicable state and federal laws. This coverage shall include Employer's Liability with limits meeting all applicable state and federal laws.
- c. This coverage shall extend to any subcontractor that does not have their own worker's compensation and employer's liability insurance.
- d. The Contractor expressly waives by mutual negotiation all immunity and limitations on liability, with respect to the County, under any industrial insurance act, disability benefit act, or other employee benefit act of any jurisdiction that would otherwise be applicable in the case of such claim.
- e. If the County incurs any costs to enforce the provisions of this subsection, all cost and fees shall be recoverable from the Contractor.

#### **14. Independent Contractor**

The Sponsor is an independent contractor with respect to the services provided pursuant to this Agreement. The Sponsor is not as an agent, an employee or a servant of the County. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties. The Sponsor specifically has the right to direct and control Contractor's own activities and over all of its subcontractors, employees, agents and representatives in providing the agreed services in accordance with the specifications set out in this Agreement. Neither Sponsor nor any employee of Sponsor shall be entitled to any benefits accorded County employees by virtue of the services provided under this Agreement. The County shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Sponsor, or any employee of Sponsor. The Sponsor agrees to file all necessary governmental documents, including appropriate tax returns, reflecting income status as an independent contractor for services rendered to the County under this Agreement.

#### **15. No Assignment**

The Sponsor shall not sublet or assign any of the services covered by this Agreement without the express written consent of the County or its authorized representative. Assignment does not include printing or other customary reimbursable expenses that may be provided in an agreement.

#### **16. Ownership and Use of Documents**

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

#### **17. Compliance with Applicable Statutes, Rules, and Jefferson County Policies**

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

## **18. No Harassment of Discrimination**

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

## **19. Sponsor's Accounting Books and Records**

The Sponsor shall maintain complete financial records relating to this Agreement and the services rendered including all books, records, documents, receipts, invoices, and all other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect cost of any nature expended in the performance of this Agreement. The Sponsor's records and accounts pertaining to this Agreement are to be kept available for inspection by the Office of the State Auditor, federal auditors, the Jefferson County Auditor, and any persons duly authorized by the County shall have full access and the right to examine any of these materials during this period for a period of ten (10) years after the date of the final payment to Sponsor. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved. Copies shall be made available upon request. Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed.

## **20. Licensing, Accreditation and Registration**

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

## **21. Disputes**

Except as otherwise provided in this Agreement, when a bona fide dispute arises between Jefferson County and the Sponsor and it cannot be resolved, either party may request a dispute hearing with a mediator agreed upon by the parties, or if agreement cannot be made, the mediator shall be selected by the Jefferson County Superior Court. Either party's request for a dispute hearing must be in writing and clearly state:

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

Requests for dispute hearings must be mailed to the Project Manager, Jefferson County Environmental Public Health Department, 615 Sheridan St., Port Townsend, WA 98368, within fifteen (15) days after either party received notice of the disputed issue(s). The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal. The parties shall split evenly the cost of mediation or whatever form of dispute resolution is used. The parties shall bear their own costs and attorney's fees in any dispute.

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

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



## **22. Termination for Funding**

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

## **23. Termination for Convenience**

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

## **24. Assignment**

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

## **25. No Waiver**

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

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

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

## **26. County Does Not Assume Additional Duties**

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

## **27. Agreement Representatives**

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

### Sponsor Contact

### Conservation Futures Fund Program Contact

Tami Pokorny  
Jefferson County Environmental Public Health –  
Conservation Futures Fund  
615 Sheridan Street  
Port Townsend, WA 98368  
(360) 379-4498  
[tpokorny@co.jefferson.wa.us](mailto:tpokorny@co.jefferson.wa.us)

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

## **28. Entire Agreement**

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

## **29. Severability**

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

## **30. Survival**

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

## **31. Binding on Successors, Heirs and Assigns**

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

## **32. No Third-party Beneficiaries**

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

## **33. Signature in Counterparts**

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

## **34. Facsimile and Electronic Signatures**

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

## **35. Public Records Act**

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

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

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



**36. Effective Date of this Agreement**

This Agreement shall be effective upon signing by all parties.

**37. Controlling Law**

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

**38. Order of Precedence.**

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

**39. Force Majeure**

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

**40. Attachments**

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

**41. Representations and Warranties**

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

(SIGNATURES FOLLOW ON THE NEXT PAGE)

JEFFERSON COUNTY WASHINGTON

[SPONSOR]

Board of County Commissioners  
Jefferson County, Washington

By: \_\_\_\_\_  
[Commissioner 1]  
Greg Brotherton, Chair \_\_\_\_\_ Date

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
[Commissioner 2] \_\_\_\_\_ Heidi Eisenhour,  
Commissioner \_\_\_\_\_ Date

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
[Commissioner 3] Kate Dean, Commissioner  
Date

SEAL:

ATTEST:

\_\_\_\_\_  
Carolyn Galloway, CMC \_\_\_\_\_ Date  
Clerk of the Board

APPROVED AS TO FORM ONLY:

\_\_\_\_\_  
Philip C. Hunsucker \_\_\_\_\_ Date  
Chief Civil Deputy Prosecuting Attorney



## APPENDIX A (to the agreement template)

### Scope of Work

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

#### **Task 1: Acquire Matching Contribution**

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

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

#### **Task 2: Acquire Statutory Warranty Deed**

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

**Deliverable 2a:** Final draft statutory warranty deed.

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

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

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

#### **Task 3: Stewardship Plan**

Sponsor shall provide a plan for stewardship.

**Deliverable 3a:** Electronic copy of stewardship plan

#### **Task 4: Annual Reporting**

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

**Deliverable 4a:** Completed annual reports.

**Exhibit A**

Final Draft Statutory Warranty Deeds

**Exhibit B**

[202x] Conservation Futures Fund [PROJECT]

**Exhibit C**

[202x] Conservation Futures Fund Program Manual

**Exhibit D**

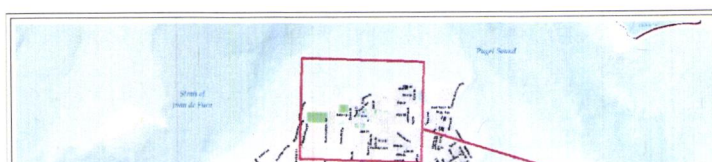
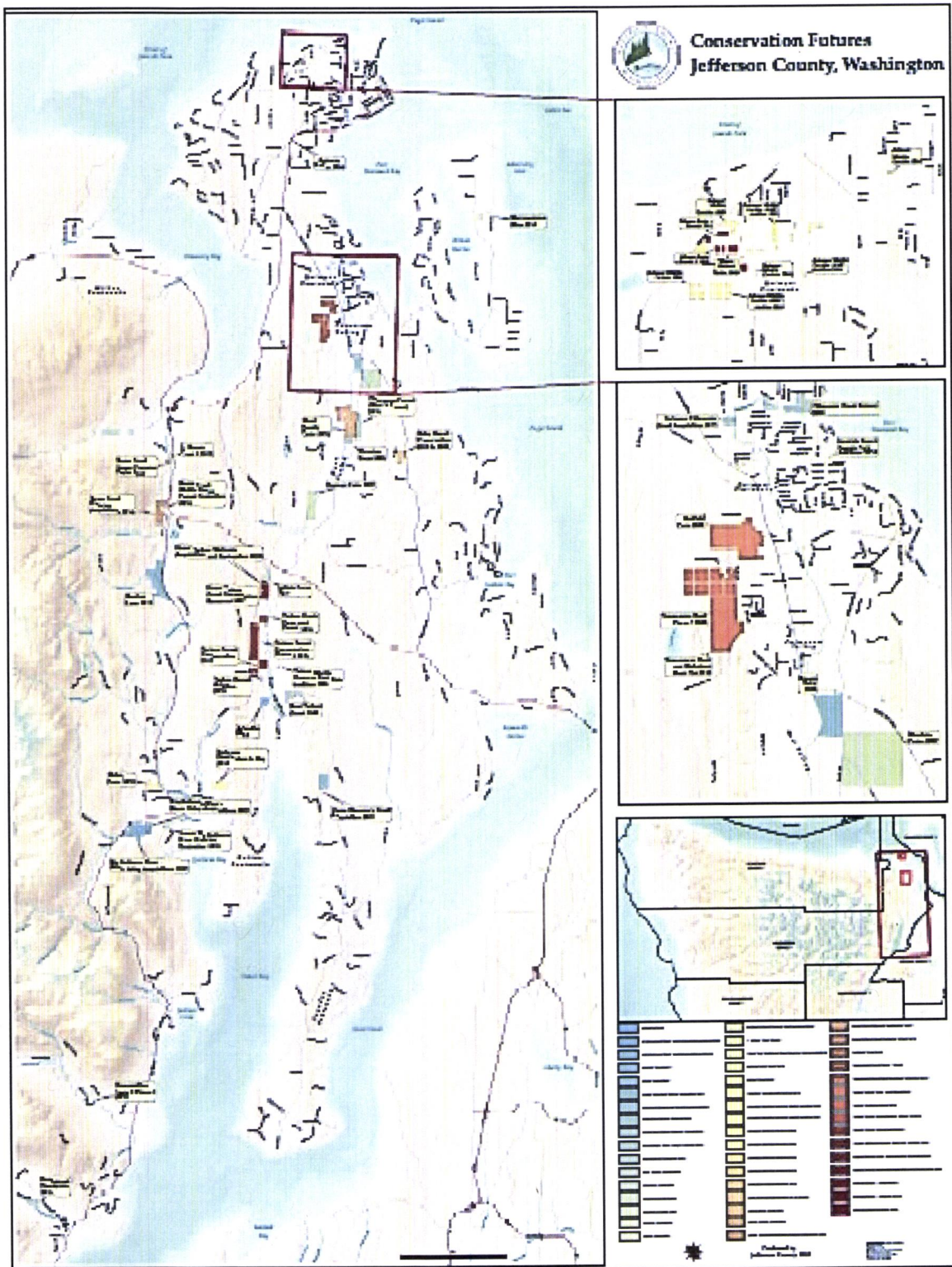
Resolution No. [NUMBER]

End Fee Simple Informational Template



## APPENDIX B

### APPROVED PROJECTS MAP



**APPENDIX C**  
**ANNUAL REPORT FORM TEMPLATE**

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

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

☐ Easement

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

☐ Fee Simple

Seller:  
Date of Acquisition:  
Purchase price:

Entity responsible for stewardship:

Plans or agreements pertaining to this acquisition:

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

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

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

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

Completed by:  
Title:  
Organization:



Signature

Date

## APPENDIX ~~DC~~ DEFINITIONS

“Conservation ~~F~~utures ~~Fund~~ ~~C~~itizen ~~O~~versight ~~C~~ommittee” means the Jefferson County conservation futures ~~fund~~ citizen oversight committee established under this chapter.

“Conservation ~~F~~utures ~~F~~und” 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 ~~C~~onservation ~~F~~utures ~~Fund~~ citizen oversight committee.

“Cultural resources” means archeological and historic sites and artifacts, and traditional religious ceremonial and social uses and activities of affected Indian Tribes and mandatory protections of resources under chapters 27.44 and 27.53 RCW.

“Open space land” means the fee simple or any lesser interest or development right with respect to real property including, but not limited to, conservation futures, easements, covenants or other contractual rights necessary to protect, preserve, maintain, improve, restore, limit the future use of or conserve selected open space land, farm and agricultural land and timber land (as those terms are defined in Chapter [84.34](#) RCW).

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

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

**APPENDIX ~~ED~~**  
**~~DRAFT 2024-2025~~ PROGRAM CALENDAR**

WE February ~~1921~~, 202~~5~~4 4pm – 6pm Past Projects Review Meeting

FR ~~February 28~~~~March 1~~, 202~~5~~4 Preapplications due

TU March ~~1112~~, 202~~5~~4 9am – 5pm Site visits rain or shine (alternatively by video)

FR March ~~2122~~, 202~~5~~4 by midnight – Final project applications due to staff from applicants (email only)

TU April ~~12~~, 202~~5~~4 2pm-5pm (new timeframe – shorter if fewer projects) – Final project interviews – Hybrid – In person location TBD

TU April ~~89~~, 202~~5~~4 Deadline for additional questions for applicants (through staff)

TU April ~~1516~~, 202~~5~~4 Deadline for applicants to respond to questions (through staff)

FR April ~~1819~~, 202~~5~~4 (somewhat flexible deadline) Provide scores to staff

TU April ~~2223~~, 202~~5~~4 2pm-5pm (shorter if fewer projects) –Score, Rank and Recommend Meeting – Hybrid – In person location TBD

May/June – Presentation of Recommendations to BoCC





**2025~~2024~~ Jefferson County Conservation Futures Fund  
Program**

**Property Acquisition Project and/or**

**Operations and Maintenance Project Application**

Please complete

if it doesn'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 (360) 379-4498 or [tpokorny@co.jefferson.wa.us](mailto:tpokorny@co.jefferson.wa.us) with questions.

**Background and Eligibility Information**

1. Project Title \_\_\_\_\_

2. Conservation Futures Fund Acquisition Request Amount: \_\_\_\_\_

Conservation Futures O&M Request Amount: \_\_\_\_\_

3. Total Conservation Futures Request Amount: \_\_\_\_\_

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?

5. Applicant Information

Name of Applicant or Organization: \_\_\_\_\_

Contact: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

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

Email: \_\_\_\_\_

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

\_\_\_\_\_, 20\_\_\_\_.

## 7. Project Location

Street Address or Description of Location:

Driving Directions from Port Townsend:

Section:

Township:

Range:

Assessor's Parcel Number(s): \_\_\_\_\_

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

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

## 8. Existing Conditions

New Site: Yes No \_\_\_\_\_ Number of Parcels: \_\_\_\_\_

Addition to Existing Site: Yes No \_\_\_\_\_ Acres to Be Acquired: \_\_\_\_\_

Total Project Acreage (if different): \_\_\_\_\_ Current Zoning: \_\_\_\_\_

Existing Structures/Facilities: \_\_\_\_\_

Any current covenants, easements or restrictions on land use: \_\_\_\_\_

Current Use: \_\_\_\_\_

Waterfront (name of body of water): \_\_\_\_\_

Shoreline (linear feet): \_\_\_\_\_

Owner Tidelands/Shorelands: \_\_\_\_\_

9. Current Property Owner \_\_\_ is \_\_\_ is not a willing seller.

**Project Description**

10. In 1,000 words or less, provide a summary description of the project, the match, and why you think preserving this property is important. Name overarching goal, and three top objectives for the property (other than those related to funding). For each objective, identify the metric(s) that will be measured to determine if the objective is being achieved and the timeframe for meeting the identified metric. Include information about the physical characteristics of the site that is proposed for acquisition with Conservation Futures Fund Program funds including: vegetation, topography, surrounding land use, and relationship to parks, trails, and open space. Describe the use planned for the site, any development plans after acquisition (including passive development),



characteristics of the site which demonstrate that it is well-suited to the proposed use, and plans for any structures currently on the site. If applicable, describe how the site project relates to a larger conservation program (please identify), and whether the project has a plan, schedule and funding dedicated to its completion. Please also list any important milestones for the project or critical dates, e.g. grant deadlines. List the dates and explain their importance. Please attach a spreadsheet of the budget.

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

Estimated or Appraised Value of Property(ies) to be Acquired:

Total Estimated Acquisition-related Cost (see Conservation Futures Fund Manual for eligible costs):

Total Operation and Maintenance Cost:

Total Project Cost:

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):

**Standalone O & M only go to question #145:**

## Scored Questions

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

~~1 a.~~ Sponsors or other organizations ~~will~~ will not be required to contribute to acquisition of the proposed site and/or operation and maintenance activities.

1 ~~ab.~~ Pf applicable, please describe below how contributions from groups or agencies will reduce the need to use Conservation Futures Fund program funds.

| 1 <u>be.</u> Matching Fund Estimate  | Acquisition | O&M     | %     |
|--------------------------------------|-------------|---------|-------|
| Conservation Futures Funds Requested | _____       | _____   | ____% |
| Matching Funds/Resources*            | - _____     | - _____ | ____% |
| Total Project Acquisition Cost       | - _____     | - _____ | 100%  |

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

| 1 <u>cd.</u> Source of matching funds/resources | Amount of contribution | Contribution approved? | If not, when? | Contribution available now? | If not, when? |
|-------------------------------------------------|------------------------|------------------------|---------------|-----------------------------|---------------|
| _____                                           | \$ _____               | Yes No                 | _____         | Yes No                      | _____         |
| _____                                           | \$ _____               | Yes No                 | _____         | Yes No                      | _____         |

|       |          |     |    |       |     |    |       |
|-------|----------|-----|----|-------|-----|----|-------|
| _____ | \$ _____ | Yes | No | _____ | Yes | No | _____ |
| _____ | \$ _____ | Yes | No | _____ | Yes | No | _____ |

NOTE: Fifty-percent (50%) matching funds are required, 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 can will be considered as a matching resource. Donation of resources for on-going maintenance or stewardship ("in-kind" contributions) are not eligible as a match.

**2. ~~To what degree does the project sponsor commit to provide long-term stewardship for the proposed project? To what degree has the project sponsor identified the long-term stewardship issues for the proposed project?~~**

2 a. Identify any factors, threats, or stressors that could negatively affect the conservation values and/or community benefits for which the property would be conserved.

2 b. Describe the management strategies that the stewardship plan will include to address the identified factors, threats, or stressors, including any actions planned to make these negative outcomes or impacts less likely.

2 c. Describe any existing water rights, and current uses of water. Identify any conservation values currently being protected that are dependent on these sources of water. 2 a. Sponsoring agency is is not prepared to provide long-term stewardship (easement monitoring, maintenance, up-keep, etc.) for the proposed project.

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

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

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

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

       No, neither the sponsor nor applicant has been involved in a project previously approved for Conservation Futures Fund funds.

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

**4. ~~To what degree is the acquisition feasible?~~**

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

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

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

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



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

The proposed acquisition:

\_\_\_ is specifically identified in an adopted open space, conservation, or resource preservation program or plan, or community conservation effort, that ~~is publicly available~~ provided opportunities for public review and comment. Please describe below, including this project's importance to the plan. Please also reference the website of the plan if available or include the plan with this application.

\_\_\_ complements an adopted open space or conservation plan that was open to public review, but is not specifically identified. Please describe below, and describe how the proposed acquisition is consistent with the plan.

\_\_\_ is a stand-alone project, or part of a project that was not open to public review.

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

56 a. The proposed acquisition site \_\_\_ does \_\_\_ does not provide a conservation or preservation opportunity which would otherwise be lost or threatened.

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

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

67 a. Summarize the project's conservation values and how the CFF funds requested support these values.

6.7b. Summarize how the project's conservation values are related to the project's specific objectives.

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

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

78 b. \_\_\_ provides habitat for native flora and fauna. Identify the documented ~~provides~~ habitat(s) and for a variety of native flora or fauna species that will be protected by the project.

78 c. \_\_\_ contributes to an ~~multi-entity identified existing or future~~ wildlife corridor or migration route identified by Washington Connectivity Working Group or other peer-reviewed source.

*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.<sup>1</sup>*

<sup>1</sup> See, for example, [http://www.dnr.wa.gov/researchscience/topics/naturalheritage/pages/amp\\_nh.aspx](http://www.dnr.wa.gov/researchscience/topics/naturalheritage/pages/amp_nh.aspx)  
<http://www.wdfw.wa.gov/conservation/phs/list/>

~~78 d. Does the current owner participate in conservation programs that enhance wildlife habitat? If so, please provide details.~~

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

~~89 a.~~ Describe to what degree the project protects habitat for anadromous fish species (for example: marine shorelines, stream or river corridors including meander zones, and riparian buffers). Please provide documentation and maps that demonstrate the location, quality and extent of the existing buffer and adjoining habitat.

**910. To what degree does the project preserve farmland for agricultural use OR preserve forestland for forest management, ~~for silvicultural use~~?**

~~910 a.~~ Describe the extent and nature of current and planned agricultural use -or silviculture-forest management activities ~~use~~ of the proposed acquisition, including any anticipated changes to that use once the property, or property right, is acquired with Conservation Futures funds.

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

~~910 be.~~ Describe how the acquisition or proposed easement will likely preserve and/or enhance soil, water quality, watershed function and wildlife habitat.

~~910 cd.~~ Does this project preserve a mix of quality farmland and forestland?

**1011. To what degree does this project increase resiliency to and mitigation of climate change, and is the project's scale significant in regards to increasing climate resiliency? Climate change:**

~~1011 a.~~ Describe ~~how~~ ~~To what degree does~~ this project will increase resiliency to and/or mitigation of climate change. ~~and is the project's scale significant in regards to increasing climate resiliency?~~

**1112. What area does the project serve?**

~~1112 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.

~~1112 b.~~ Is the project located in an area that is under-represented by CFF funded Projects? *Areas that Conservation Futures has not been able to support to date include, Toandos Peninsula, Dosewallips Valley, Bolton Peninsula, and the West End.*

**1213. To what degree is the applicant committing to will the acquisition providing provide educational opportunities, interpretive opportunities, and/or serve as a general community resource that does not reduce the conservation value(s) of the project?**

<http://www1.dnr.wa.gov/nhp/refdesk/plants.html>

[http://www1.dnr.wa.gov/nhp/refdesk/pubs/wa\\_ecological\\_systems.pdf](http://www1.dnr.wa.gov/nhp/refdesk/pubs/wa_ecological_systems.pdf)



~~1213~~<sup>1313</sup>a. Describe the educational or interpretive opportunities ~~that exist~~that the applicant will provide for providing public access, educational or interpretive displays (signage, kiosks, etc.) on the proposed site, including any plans to provide those improvements and any plans for public accessibility that will not reduce the conservation value(s) of the project.<sup>2</sup> Provide the time frames when each of the above will be implemented.

**1314. To what degree does the project preserve historic or culturally significant resources<sup>3</sup>?**

~~1314~~<sup>1314</sup>a. The proposed acquisition

- ☐ includes historic or culturally significant resources<sup>4</sup> and
- ☐ is registered with the National Register of Historic Places, or an equivalent program.
- ☐ is recognized locally as having historic or cultural resources.
- ☐ is adjacent to and provides a buffer for a historic or cultural site.
- ☐ none of the above.

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

## **Standalone All O & M Projects**

**1415. Applications for standalone Operation and Maintenance funding only to be scored on a scale of 1-100 based on information provided. Consider the CFF Manual and the topics below, for example:**

~~1415~~<sup>1415</sup>a. Please describe in detail, the reason O & M funds are needed, proposed O & M activities, and how they protect resources cited in the original acquisition project. Attach additional information such as up-to-date stewardship plan, maps, field reports, work plan, budget, timeline, etc., to support the application, if appropriate. O & M projects must address a compelling, immediate need. Specifically include whether the project has an up-to-date stewardship plan. If there is such a plan, is it being implemented and is the proposed O & M work specifically included in the plan? Also, describe any unforeseen or urgent threats to the resource conservation values of the site and whether the proposed O & M activities will mitigate those threats and/or prevent potential future threats.

## **Verification**

**1516. Sponsor commitments:**

~~156~~<sup>156</sup> a. Sponsors of projects that are approved for funding by the Board of County Commissioners are required to submit a brief progress report by October 30 every year for three years after the award is approved, or three years after the acquisition funds are disbursed to the applicant, whichever is later. The progress report must address any changes in the project focus or purpose, progress in obtaining matching funding, and stewardship and maintenance. Sponsors receiving O & M funds will also submit an annual report for each year that O&M funds

<sup>2</sup> The words “education” and “interpretation” are interpreted broadly by the CFF Committee.

<sup>3</sup> 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.

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.

156 b. If this project is approved for funding, I understand the sponsor is required to submit progress reports for three years and for any year in which O & M funds are expended. \_\_\_\_\_ Initials \_\_\_\_\_ Date

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

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

156 d. The applicant has reviewed all project requirements and all information in the application is accurate to the best of their knowledge. \_\_\_\_\_ Initials \_\_\_\_\_ Date

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





**20252024 Jefferson County  
Conservation Futures Fund  
~~Project~~gram  
Score Sheet**

Name \_\_\_\_\_

Project \_\_\_\_\_

Please note: if none of the answers provided describe the project, answer "N/A" or "0".

**ADJUSTED CRITERIA****SCORE X WEIGHT = SCORE**

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

(Points awarded based on the following level of contribution)

- Leverages significantly = 3 points
- Leverages moderately = 2 points
- Meets requirement = 1 point

\_\_\_\_\_ X 5 = \_\_\_\_\_

- 2. To what degree hasdoes the project sponsor identified thecommit to provide long-term stewardship issues for the proposed project?**

- Sliding scale: 0-3 points

\_\_\_\_\_ X 5 = \_\_\_\_\_

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

- Highly demonstrated = 5 points
- Moderately demonstrated = 3 points
- Slightly demonstrated = 1 point
- Effectiveness not demonstrated = 0 points

\_\_\_\_\_ X 1 = \_\_\_\_\_

- ~~4. To what degree is the acquisition feasible?~~**

- ~~• Highly feasible = 5 points~~
- ~~• Moderately feasible = 3 points~~
- ~~• Slightly feasible = 1 point~~

\_\_\_\_\_ X 5 = \_\_\_\_\_

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

- Public input opportunities and plan/program is directly related = 3-5 points
- Public input but plan is general in nature, and does not specifically apply to this project = 2-4 points
- Plan or program was developed without public input = 1-2 points

\_\_\_\_\_ X 4 = \_\_\_\_\_

**56. To what degree does the project conserve opportunities which are otherwise lost or threatened ~~be degraded~~ lost or threatened?**

\_\_\_\_\_ X 6 = \_\_\_\_\_

• \_\_\_\_\_ Sliding scale: 1-~~45~~ points

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

\_\_\_\_\_ X 10 = \_\_\_\_\_

\_\_\_\_\_ Sliding scale: 0-~~35~~ points

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

(Points awarded in part based on level of documentation-)

a. Provides State of Washington Priority Habitat specific to the project and/or State or Federal (NOAA and USFWS) Candidate, Endangered, Threatened or Sensitive species ~~(provide list and references)~~ = 0-3 points \_\_\_\_\_

X 3 = \_\_\_\_\_

b. Provides habitat for ~~Variety of~~ native flora & fauna = 0-3 points \_\_\_\_\_ X 3 = \_\_\_\_\_

c. Contributes to a wildlife corridor or migration route identified by Washington Connectivity Working Group or other peer-reviewed source ~~Provides multi-agency identified wildlife corridor or migration route~~ = 0-3 points \_\_\_\_\_ X 3 = \_\_\_\_\_

d. ~~Current owner participates in conservation programs that enhance wildlife habitat~~ = 0-3 points \_\_\_\_\_ X 3 = \_\_\_\_\_

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

• \_\_\_\_\_ Sliding scale: 0-5 points

\_\_\_\_\_ X 3 = \_\_\_\_\_

**910. To what degree does the project preserve farmland for ~~farmland for~~ agricultural use ~~use OR forestland for forest management for silvicultural use~~?**

a. Likely will maintain active agricultural or silvicultural use = 0-3 points \_\_\_\_\_

\_\_\_\_\_ X 4 = \_\_\_\_\_

b. ~~Current owner has a record of implementing management practices that preserves and/or enhances soil, water quality, watershed function and wildlife habitat~~ = 0-3 points \_\_\_\_\_

\_\_\_\_\_ X 4 = \_\_\_\_\_

c. Property acquisition or proposed easement will likely preserve and/or enhance soil, water quality, watershed function and wildlife habitat = 0-3 points \_\_\_\_\_ X 4 = \_\_\_\_\_

d. Does this project preserve a mix of quality farmland and quality forestland? = 0-3 points \_\_\_\_\_

\_\_\_\_\_ X 2 = \_\_\_\_\_

**101. To what degree does this project increase resiliency to and ~~for~~ mitigation of climate change,**



and is the project's scale significant in regards to increasing climate resiliency?

- Direct benefit and significant in scale = 32-42-3 points \_\_\_\_\_ X 5 = \_\_\_\_\_
- Indirect benefits and minor impact based on scale = 0-2 points \_\_\_\_\_

**1112. To what degree does the project serve:**

- a. A significant benefit area? Sliding scale: 1-3 points \_\_\_\_\_ X 4 = \_\_\_\_\_
- b. Is the project located in an area that is under-represented by CFF funded projects?  
Sliding scale: 0-3 points \_\_\_\_\_ X 4 = \_\_\_\_\_

**1213. To what degree is the applicant committing to will the acquisition providing educational opportunities, interpretive opportunities, and/or serve as a general community resource that does not reduce the conservation value(s) of the project?**

- \_\_\_\_\_ X 4 = \_\_\_\_\_
- Applicant has committed to providing pPublic access, with planned or educational/interpretive displays and materials, events or activities that will not reduce the conservation values of the project = 5 points
  - Applicant has committed to providing limited public access, available space for signage and educational materials = 3 points
  - Remote location = 1 point
  - Applicant has not committed to providing public access~~No opportunity~~ = 0 points

**1314. To what degree does the project preserve historic or culturally significant resources<sup>1</sup>?**

- \_\_\_\_\_ X 3 = \_\_\_\_\_
- Project is registered with the National Register of Historic Places, or an equivalent program = 3 points
  - Project is recognized locally as having historic or cultural resources = 2 points
  - Project is adjacent to and provides a buffer for a historic or cultural site = 1 point
  - None of the above = 0 points

**1415. Applications for standalone Operation and Maintenance funding to be scored on a scale**

**of 1-100 based on information provided. Consider the CFF Manual and the topics below, for example: For O & M projects only (Sliding scale 0-100 for O & M standalone):**

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

<sup>1</sup> 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.

- Is the proposed O & M work specifically described in the applicable stewardship plan?
  - Do the O & M funds address a compelling, immediate need?
  - Is the proposed O & M work specifically included in the stewardship plan?
  - Application addresses an unforeseen or urgent threat to the resource conservation values of the site?
  - Proposed activity mitigates or prevents potential future threats to the resource conservation goals of the project?
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