



AGENDA
CLALLAM COUNTY
CONSERVATION FUTURES PROGRAM
ADVISORY BOARD
223 East 4th Street, Room 160
Port Angeles, Washington
July 13, 2022 – 1 p.m.

Conservation Futures Program Advisory Board meetings will be available virtually at:

If you would like to participate in the meeting via Zoom audio only, call 253-215-8782 and use meeting ID: 875 561 7844 and passcode: 12345

If you would like to participate in the meeting via Zoom video conference, visit <https://zoom.us/j/8755617844> and use meeting ID: 875 561 7844 and passcode: 12345

This meeting can be viewed on a live stream at this link: <http://www.clallam.net/features/meetings.html>

Public comment and questions can be directed to the Clerk of the Board at 360-417-2256 or agores@co.clallam.wa.us.

CALL TO ORDER/PLEDGE OF ALLEGIANCE/ROLL CALL

REQUEST FOR MODIFICATIONS/APPROVAL OF AGENDA

PUBLIC COMMENT – Please limit comments to three minutes

APPROVAL OF MINUTES

- Minutes June 8, 2022

REPORTS AND PRESENTATIONS

- Chair Report

BUSINESS ITEMS

- Draft of agreement – Elizabeth Stanley Prosecuting Attorney Office
- Clarification of RCW 84.34.240 (15% Maintenance expenditures) - Elizabeth Stanley Prosecuting Attorney Office
- Review of procedures by other counties

PUBLIC COMMENT – Please limit comments to three minutes

NEXT MEETING DATE – August 10, 2022 at 1 p.m.

ADJOURNMENT

Conservation Futures

Draft Minutes

June 8, 2022



CLALLAM COUNTY CONSERVATION FUTURES PROGRAM ADVISORY BOARD Minutes of June 8, 2022

MEETING OF THE CONSERVATION FUTURES PROGRAM ADVISORY BOARD

Chung called the meeting to order at 1 p.m., Wednesday, June 8, 2022. Also present were Ricardo Fleischfresser, Susan Bliven, Diane Chung, Cathy Lear, Jeff Carter, Tom Sanford, Robert Knapp, Ruth Jenkins and Kimberly Williams. Commissioner Ozias and Clea Rome were excused.

REQUEST FOR MODIFICATIONS/APPROVAL OF AGENDA

ACTION TAKEN: Chung moved to adopt the agenda as presented, Bliven seconded, motion carried

APPROVAL OF MINUTES

- May 11, 2022

ACTION TAKEN: Chung moved to approve as presented, Carter seconded, no objection, motion carried

REPORTS AND PRESENTATIONS

- Chair Report

No report

BUSINESS ITEMS

- Discussions on how to disburse up to 15% of "maintenance" funds for the grants towards farmland Conservation Easements, especially with regards to the easements for which the County will not be holding title

Chung briefed the CF Members regarding the 15% maintenance funds. She noted the bylaws provide some guidance on the maintenance funds under Article IV – Purpose of Conservation Futures Program. CF Members held discussion regarding the 15% maintenance and stewardship funding. Members agreed that research from other Counties and Attorney's Office would be helpful to understand this topic

- Timing for a second call for grants
Item was postponed to a future meeting

NEXT MEETING DATE – July 13, 2022 at 1 p.m.

ADJOURNMENT – Meeting concluded at 1:49 p.m.

Conservation Futures

Draft Agreement

CLALLAM COUNTY CONSERVATION FUTURES PROGRAM
PROJECT GRANT AGREEMENT

Project Sponsor: [NAME & UBI NUMBER]

Project Title: [NAME]

Contract Number: xxxx

Approval: Resolution No. [NUMBER]

1. Parties to this Agreement

This Clallam County Conservation Futures Program Project Grant Agreement (this Agreement) is entered into between Clallam County (County), 223 East 4th Street, Port Angeles, WA 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 Clallam County Conservation Futures Fund, Chapter 5.45 of the Clallam County Code (CCC), as approved by Resolution No. [NUMBER].

3. Grant Administration

The grant is administered by Clallam County Board of County Commissioners Office 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

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

Grantee's costs of acquiring this Easement were provided in part by grant funding from the Clallam County Conservation Futures property tax authorized by Washington law. Grantee hereby agrees to be bound by Clallam County Code (CCC) 5.45.040, the uses authorized under RCW 84.34.230, including the obligation to ensure the long-term conservation of the Property in accordance with the terms and conditions of this Easement, and to obtain the consent of Clallam County prior to any conveyance of any interest acquired hereby. This

Easement shall not be converted to a different use unless and only if other equivalent lands or interest in lands within Clallam County are received by Grantee in exchange.

6. Period of Performance

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

7. Annual Reporting Required.

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

8. Project Funding

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

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

9. Unexpended Project Allocations

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

10. Modification of this Agreement

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

except those concerning the period of performance, must be signed by both parties. Period of performance extensions need only be signed by Clallam Board of County Commissioners.

11. Indemnification

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

12. Insurance

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

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

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

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

- a. Broad Form Property Damage, with no employee exclusion;
- b. Personal Injury Liability, including extended bodily injury;

- c. Broad Form Contractual/Commercial Liability – including completed operations;
- d. Premises – Operations Liability (M&C);
- e. Independent Contractors and subcontractors;
- f. Blanket Contractual Liability.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. Independent Contractor

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

14. No Assignment

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

15. Ownership and Use of Documents

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

retain copies, including reproducible copies, of drawings and specifications for information, reference, and use in connection with the Sponsor's endeavors.

16. Compliance with Applicable Statutes, Rules, and Clallam County Policies

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

17. No Harassment of Discrimination

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

18. Sponsor's Accounting Books and Records

The Sponsor shall maintain complete financial records relating to this Agreement and the services rendered including all books, records, documents, receipts, invoices, and all other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect cost of any nature expended in the performance of this Agreement. The Sponsor's records and accounts pertaining to this Agreement are to be kept available for inspection by the Office of the State Auditor, federal auditors, the Clallam 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 ten (10) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved. Copies shall be made available upon request. Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed.

19. Licensing, Accreditation and Registration

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

20. Disputes

Except as otherwise provided in this Agreement, when a bona fide dispute arises between Clallam 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 Clallam 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, Clallam County Board of Commissioners Office, 223 East 4th Street, Port Angeles, WA 98362, 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 Clallam County, Washington, subject to the venue provisions for actions against counties in RCW [36.01.050](#).

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

21. Termination for Funding

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

22. Termination for Convenience

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

23. Assignment

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

24. No Waiver

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

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

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

25. County Does Not Assume Additional Duties

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

26. Agreement Representatives

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

Sponsor Contact

[NAME]

[ADDRESS]

Conservation Futures Program Contact

Project Manager

Clallam County Board of Commissioners
Office

223 East 4th Street

Port Angeles, WA 98362

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

27. Entire Agreement

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

28. Severability

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

29. Survival

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

30. Binding on Successors, Heirs and Assigns

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

31. No Third-party Beneficiaries

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

32. Signature in Counterparts

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

33. Facsimile and Electronic Signatures

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

34. Public Records Act

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

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

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

35. Effective Date of this Agreement

This Agreement shall be effective upon signing by all parties.

36. Controlling Law

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

37. Order of Precedence.

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

38. Force Majeure

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

39. Attachments

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

40. Representations and Warranties

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

DATED this _____ day of _____, 20_____.

(SIGNATURES FOLLOW ON THE NEXT PAGE)

CLALLAM COUNTY WASHINGTON

[NAME]

Board of County Commissioners
Clallam County, Washington

By: _____
Mark Ozias, Chair Date

By: _____
Signature

By: _____
Randy Johnson, Commissioner Date

Name: _____

Title: _____

By: _____
Bill Peach, Commissioner Date

Date: _____

SEAL:

ATTEST:

Loni Gores Date
Clerk of the Board

Approved as to form only:

Elizabeth Stanley Date
Chief Civil Deputy Prosecuting Attorney

APPENDIX A

Scope of Work

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

Task 1: Acquire Matching Contribution

Sponsor shall secure the necessary matching contribution of no less than ([AMOUNT]%) of the total project cost. **Deliverable 1a:** Matching contribution(s) of no less than [AMOUNT]% of the total project cost.

Task 2: Acquire Grant Deed of Conservation Easement

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

Deliverable 2a: Final draft grant deed of conservation easement

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

Deliverable 2c: Recorded grant of conservation easement deed

Task 3: Stewardship Plan

Sponsor shall provide a plan for stewardship

Deliverable 3a: Electronic copy of stewardship plan

Task 4: Annual Reporting

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

Deliverable 4a: Completed annual reports.

Exhibit A

Grant Deed of Conservation Easement

DRAFT

Exhibit B

Conservation Futures Project Application

DRAFT

Exhibit C

Conservation Futures Program Manual

DRAFT

Exhibit D

Resolution No. [NUMBER]

DRAFT

Conservation Futures

Maintenance

Maintenance

- Clarification of RCW 84.34.240, in particular with regards to limitations of possible disbursement for maintenance of Conservation Easements funded by the Conservation Futures Fund but whose title is not held by the County but instead by a third party (such as a qualified nonprofit nature conservancy organization).
- Clarify the phrase "supplant existing maintenance and operation funding"

Conservation Futures

Maintenance Research

Conservation Futures

Maintenance Research

Jefferson County

Gores, Loni

From: Tami Pokorny <TPokorny@co.jefferson.wa.us>
Sent: Wednesday, June 15, 2022 1:03 PM
To: Gores, Loni
Subject: RE: Conservation Futures - Procedure - Jefferson County
Attachments: 2022 CF Program Manual FINAL.pdf

Hi Lori,

Our program manual describes our approach to O & M funding. Please let me know if you have any questions.

Thanks,
Tami

From: Gores, Loni <loni.gores@clallamcountywa.gov>
Sent: Tuesday, June 14, 2022 12:56 PM
To: Tami Pokorny <TPokorny@co.jefferson.wa.us>
Cc: Gores, Loni <loni.gores@clallamcountywa.gov>
Subject: Conservation Futures - Procedure - Jefferson County

ALERT: BE CAUTIOUS This email originated outside the organization. Do not open attachments or click on links if you are not expecting them.

Hi Tami,

Hope you're doing well.

Clallam County Conservation Futures Chair requested I reach out to ask the following:

Other Counties

It would be nice to have some info with regards to the procedure other counties follow for the approval and disbursement of funds destined for the maintenance and operations of real property.

Any information you can give me from Jefferson County would be much appreciated. We're looking to collect this information by June 30 if possible.

Thanks, Loni

"My email address has changed! The new format is Loni.Gores@clallamcountywa.gov Please update my contact card as your earliest convenience, Thank you!"

*Loni Gores
Clerk of the Board
Commissioners Office
223 East 4th Street, Suite 4
Port Angeles, WA 98362*



Jefferson County Conservation Futures Program Manual
2022 Funding Cycle

Jefferson County Conservation Futures Program Manual

2022 Funding Cycle

Mission of the Conservation Futures Program

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

Conservation Futures Citizen's Oversight Committee Membership (as of November 30, 2021)

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

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Forms and Templates.....	APPENDIX A
Project Agreement Template	
Annual Report Form Template	
<i>Please note:</i> The 2022 CF Application and Scoresheet are available separately from program staff.	
Map of Approved Projects.....	APPENDIX B
Definitions.....	APPENDIX C

Overview

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

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

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

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

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

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

This funding cycle, applications will be due Friday, March 25th, 2022 and sponsors host site visits and present projects to the CF Committee later in March and in April. Information about the application period is posted on the program website, announced in local newspapers and via email, and available by contacting the program coordinator. In April or May, the CF Committee meets to rank projects, determine recommended funding levels, and compose its overall recommendations to the Board of County Commissioners (BoCC). The BoCC typically makes award determinations in July. Funding for reimbursement is generally not available until August or later. At least every other year, the BoCC

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

Conservation Futures Citizen Oversight Committee (CF Committee)

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

Project Selection

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

1. Written project application: Each CF Committee member (CFCM) independently reads and assesses each application and prepares any necessary clarification questions.
2. Site visits: Each CFCM **must** attend the project site visits (or view a video of the site visit). Questions may be posed by committee members and answered during this site visit or they may be held until the project presentations meeting.
3. Oral presentation of the project: Each sponsor and CFCM **must** attend this meeting during which the project sponsor(s) present their project(s) and answer questions posed by the committee members. Following the oral presentations, a deadline will be established for CFCMs to submit additional questions to applicants (via county staff). After this set deadline for additional questions, a second deadline will be established for the receipt of all answers from applicants. After this second deadline no further additional information may be requested, received or considered by the committee.
4. Submission of project score sheets: Each CFCM submits to the program coordinator a form for each project consisting of questions that ask how well, in the committee member's judgement, an applicant meets the criteria for approval and funding. The committee member assigns a numerical "score" (within a range predetermined by the CF Committee) for each of the questions and it is weighted by a predetermined multiplier. Individual scores for each project are recorded in a spreadsheet by the program coordinator. This spreadsheet is emailed to Committee members as soon as all the scores are available and entered as soon as possible ahead of the meeting to rank projects.
5. During the meeting to rank projects, Committee members will have an opportunity to ask questions of each other about scoring choices and interpretations of specific questions and may adjust their scores as desired. Afterwards, a committee composite "score", for each project application is obtained by taking the average of the "scores". If a project application's composite "score" is 70% of the total possible numerical value for a project "score" or greater, the project is considered worthy of funding (i.e. eligible for). Projects "scoring" below 70% of the total possible numerical value for a project "score" are not considered for funding unless compelling reasons for funding arise in the final evaluation phase.
6. Ranking and recommendation for funding of project applications: Each project application judged eligible in phase #4 is discussed, bringing into focus information garnered from phases 1 through 4 and in light of current funds available to the cycle. All project applications are compared and a final ranking and funding recommendation may be determined for each of the project applications and submitted to the Board of County Commissioners in a memo from the CF Committee chair or vice chair. The Committee will provide justification to the Commissioners for any and all changes from the numerical ranked order.

Information Sources

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

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

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

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

Reimbursement

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

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

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

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

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

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

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

Compliance with All Laws

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

Record Retention/Public Records Act

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

Acquisition Projects

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

Project Eligibility

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

Applicant Eligibility

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

Sponsor Eligibility

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

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

Capital project expenditures or match may include:

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

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

Stewardship Plan

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

Title Report and Title Insurance

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

Appraisals

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

The appraisal must:

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

Review Appraisals

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

Project Implementation

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

Application and Attachment Requirements for Acquisition Projects

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

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

Copy of minutes or resolution documenting official action to submit application for proposed acquisition. If more than one project is submitted from the same sponsor, the minutes or resolution should indicate the project priority and how it was determined.

Combination Acquisition/O & M Projects

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

Operations and Maintenance Projects (combination or standalone)

Statement of Priority with regard to standalone O & M projects

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

Availability of Funds for O & M

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

Project Eligibility

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

Applicant Eligibility

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

Sponsor Eligibility

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

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

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

- Cultural resources review (survey, excavation, on-site monitoring and data recovery)
- Demolition

- ☐ Fencing (if needed for public safety or resource protection)
- ☐ Noxious weed control
- ☐ Signage
- ☐ Special site-specific reports (e.g. stewardship reports)
- ☐ Wetland identification and/or delineation

Application and Attachment Requirements for O & M Projects

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

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

Documentation of Match

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

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

Reporting

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

Application and Attachment Requirements for O&M Projects

To apply for O & M funding for a project previously purchased using CF Funds, use the standard application form. In question #1, refer to the original project title and year that the project was approved followed by "O & M Request Only". If you feel that a question is irrelevant to the project at hand, please answer "N/A".

Required Site Visit

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

Required Meeting

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

Annual Reports

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

Reports

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

Project Changes

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

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

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

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

The CF Committee shall:

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

Staff shall:

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

Program Suggestions

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

Appendix A
GRANT AGREEMENT TEMPLATES (INFORMATIONAL ONLY)

Fee Simple Acquisitions:

JEFFERSON COUNTY CONSERVATION FUTURES PROGRAM
PROJECT GRANT AGREEMENT

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

Project Title: [PROJECT]

Contract Number: [xxxxxxx]

Approval: [Resolution No.]

1. Parties to this Agreement

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

2. Purpose of this Agreement

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

3. Grant Administration

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

4. Description of Project

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

5. Project Requirements

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

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

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

6. Period of Performance

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

7. Annual Reporting Required.

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

8. Project Funding

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

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

9. Unexpended Project Allocations

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

10. Modification of this Agreement

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

11. Indemnification

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

12. Insurance

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

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

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

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

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

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

- * Certificate of Insurance;

* Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.
The County shall be named as an additional insured party under this policy.

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

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

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

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

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

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

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

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

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

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

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

13. Independent Contractor

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

14. No Assignment

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

15. Ownership and Use of Documents

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

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

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

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

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

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- a. the disputed issue(s);
- b. the relative positions of the parties; and,
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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.

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23. Assignment

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

24. No Waiver

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

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

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

25. County Does Not Assume Additional Duties

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

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

Sponsor Contact

Conservation Futures Program Contact

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

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

27. Entire Agreement

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

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

29. Survival

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

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

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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.

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

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

35. Effective Date of this Agreement

This Agreement shall be effective upon signing by all parties.

36. Controlling Law

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

37. Order of Precedence.

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

38. Force Majeure

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

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

39. Attachments

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

40. Representations and Warranties

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

DATED this _____ day of _____, 20_____.

(SIGNATURES FOLLOW ON THE NEXT PAGE)

JEFFERSON COUNTY WASHINGTON

Board of County Commissioners
Jefferson County, Washington

By: _____
Heidi Eisenhour, Chair Date

By: _____
Greg Brotherton, Commissioner Date

By: _____
Kate Dean, Commissioner Date

SEAL:

ATTEST:

Carolyn Galloway Date
Clerk of the Board

Approved as to form only:

Philip C. Hunsucker Date
Chief Civil Deputy Prosecuting Attorney

[SPONSOR]

By: _____
Signature

Name: _____

Title: _____

Date: _____

APPENDIX A

Scope of Work

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

Task 1: Acquire Matching Contribution

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

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

Task 2: Acquire Statutory Warranty Deed

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

Deliverable 2a: Final draft statutory warranty deed.

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

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

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

Task 3: Stewardship Plan

Sponsor shall provide a plan for stewardship.

Deliverable 3a: Electronic copy of stewardship plan

Task 4: Annual Reporting

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

Deliverable 4a: Completed annual reports.

Exhibit A

Final Draft Statutory Warranty Deeds

Exhibit B

[202x] Conservation Futures [PROJECT]

Exhibit C

[202x] Conservation Futures Program Manual

Exhibit D

Resolution No. [NUMBER]

End Fee Simple Informational Template

Conservation Easement Template:

JEFFERSON COUNTY CONSERVATION FUTURES PROGRAM
PROJECT GRANT AGREEMENT

Project Sponsor: [NAME & UBI NUMBER]

Project Title: [NAME]

Contract Number: [xxxx]

Approval: Resolution No. [NUMBER]

1. Parties to this Agreement

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

2. Purpose of this Agreement

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

3. Grant Administration

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

4. Description of Project

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

5. Project Requirements

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

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

6. Period of Performance

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

7. Annual Reporting Required

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

8. Project Funding

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

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

9. Unexpended Project Allocations

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

10. Modification of this Agreement

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

11. Indemnification

Sponsor shall indemnify and hold harmless the County, its past or present employees, officers, agents, elected or appointed officials or volunteers (and their marital communities), from and against all claims, losses or liability, or any portion thereof, including reasonable attorney's fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to Sponsor's own employees, or damage to property occasioned by a

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

12. Insurance

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

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

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

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

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

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

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

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

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

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

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

Failure of the Sponsor to take out or maintain any required insurance shall not relieve the Sponsor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with or otherwise

limit the obligations concerning indemnification.

It is agreed by the parties that insurers shall have no right of recovery or subrogation against the County (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the above described insurance. It is further agreed by the parties that insurance companies issuing the policy or policies shall have no recourse against the County (including its employees and other agents and agencies) for payment of any premiums or for assessments under any form of policy. It is further agreed by the parties that any and all deductibles in the above described insurance policies shall be assumed by and be at the sole risk of the Sponsor. It is agreed by the parties that judgments for which the County may be liable, in excess of insured amounts provided in this Agreement, or any portion thereof, may be withheld from payment due, or to become due, to the Sponsor until such time as the Sponsor shall furnish additional security covering such judgment as may be determined by the County.

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Tami Pokorny

Jefferson County Environmental Public

Health – Conservation Futures

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This Agreement shall be effective upon signing by all parties.

36. Controlling Law

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

37. Order of Precedence

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

38. Force Majeure

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

39. Attachments

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

40. Representations and Warranties

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

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

DATED this _____ day of _____, 20_____.

(SIGNATURES FOLLOW ON THE NEXT PAGE)

JEFFERSON COUNTY WASHINGTON

[NAME]

Board of County Commissioners
Jefferson County, Washington

By: _____
Heidi Eisenhour Date

By: _____
Signature

By: _____
Greg Brotherton, Commissioner Date

Name: _____

Title: _____

By: _____
Kate Dean, Commissioner Date

Date: _____

SEAL:

ATTEST:

Carolyn Galloway Date
Clerk of the Board

Approved as to form only:

Philip C. Hunsucker Date
Chief Civil Deputy Prosecuting Attorney

APPENDIX A

Scope of Work

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

Task 1: Acquire Matching Contribution

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

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

Task 2: Acquire Grant Deed of Conservation Easement

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

Deliverable 2a: Final draft grant deed of conservation easement

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

Deliverable 2c: Recorded grant of conservation easement deed

Task 3: Stewardship Plan

Sponsor shall provide a plan for stewardship

Deliverable 3a: Electronic copy of stewardship plan

Task 4: Annual Reporting

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

Deliverable 4a: Completed annual reports.

Exhibit A

Grant Deed of Conservation Easement

Exhibit B

202x Conservation Futures [PROJECT] Application

Exhibit C

202x Conservation Futures Program Manual

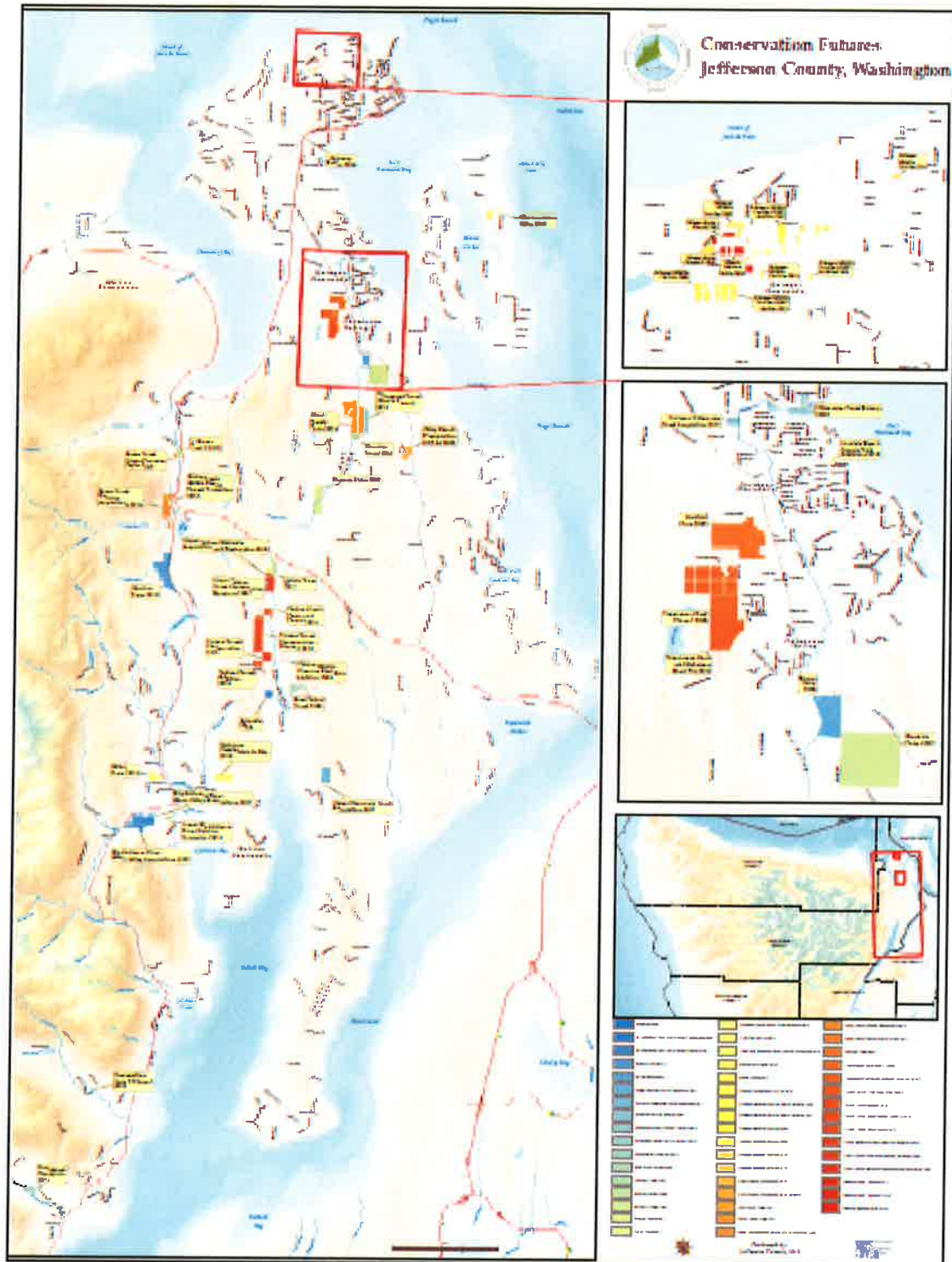
Exhibit D

Resolution No. [NUMBER]

End Conservation Easement Informational Template

Appendix B

APPROVED PROJECTS MAP



Appendix C

DEFINITIONS

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

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

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

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

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

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

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

Conservation Futures

Maintenance Research

Island County

Gores, Loni

From: Virginia Shaddy <vj.shaddy@islandcountywa.gov>
Sent: Tuesday, June 14, 2022 5:07 PM
To: Gores, Loni; 'Barbara Vasquez'; akillogjeri@co.skagit.wa.us; angel.allende@kingcounty.gov; cami.mckenzie@co.benton.wa.us; Carlye.Baity@co.chelan.wa.us; carolyn@co.jefferson.wa.us; chalka@co.whatcom.wa.us; Chelan Co - Anabel Torres; codeputyclerk@co.ferry.wa.us; Corey M.; czieske@pendoreille.org; dbrown@co.whatcom.wa.us; ddaniels@co.kitsap.wa.us; ddeal@co.garfield.wa.us; debbie.eco@snoco.org; dharris@co.walla-walla.wa.us; djohnso@co.pierce.wa.us; dprewitt@co.douglas.wa.us; elena.lao@snoco.org; elundgren@co.jefferson.wa.us; FCCoClerk@co.ferry.wa.us; gvasquez@spokanecounty.org; ibbyjanecoyne@klickitatcounty.org; ingridg@sanjuanico.com; Jennifer Roll; jmunns@co.walla-walla.wa.us; johnsonb@co.wahkiakum.wa.us; Jonnie Brown - Stevens Co; Julie.kjorsvik@co.kittitas.wa.us; Karla Hood - Stevens Co; kmilham@co.franklin.wa.us; leanne_peters@co.columbia.wa.us; lees@klickitatcounty.org; lindah@co.skagit.wa.us; ljohns@co.okanogan.wa.us; mandy.buchholz@co.kittitas.wa.us; marilu.flores@co.benton.wa.us; Mason Co - Diane; Mason Co - McKenzie Smith; melani.pedroza@kingcounty.gov; ostreimt@co.cowlitz.wa.us; Pacific Co - Amanda Bennett; Paige Scott - Douglas; patriciap@co.adams.wa.us; patty.face@piercecounywa.gov; penner@co.skamania.wa.us; Rebecca.Messinger@clark.wa.gov; rieval.lester@lewiscountywa.gov; slack@co.skamania.wa.us; Stacey Harman - Asotin Co; susan.ward@co.chelan.wa.us; Taylor M. Cavender; tholden@co.lincoln.wa.us; Thurston Co - Jamie Caldwell; tina.redline@clark.wa.gov; trowland@co.douglas.wa.us; virginia_Schmidt@co.columbia.wa.us; Wendy Chatham - Grays-Harbor; Yakima Co
Subject: RE: Conservation Futures - maintenance and operations procedures

Hi Loni,

The Island County Department of Natural Resources coordinates this program. Here is the link to their applications and process.

Website: <https://www.islandcountywa.gov/Health/DNR/Pages/cff.aspx>

2022 Application process:

<https://www.islandcountywa.gov/Health/DNR/Documents/2022%20CFF%20Application%20Instructions.pdf>

Current Procedures:

<https://www.islandcountywa.gov/Health/DNR/Documents/Current%20Program%20Procedures%20-%20Resolution%20C-69-19.pdf>

Kindly,
Virginia Shaddy



Virginia Shaddy
Clerk of the Board / Executive Assistant
Board of Island County Commissioners



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Natural Resources

Serving the communities of Camano & Whidbey Islands

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Conservation Futures Program

Conservation Futures is a land preservation program that protects, preserves, maintains, improves, restores, and limits the future use of threatened areas of open space, timberlands, wetlands, habitat areas, culturally significant sites, and agricultural farmlands within Island County.

Conservation Futures Funds are a useful tool for counties to preserve land of public interest for future generations and are encouraged to use some conservation futures as one tool for salmon preservation purposes.

Island County's Comprehensive Plan identifies that unique or distinctive lands may be preserved in recognition of the irreplaceable character of such resources and of their importance to the quality of life of residents and visitors to Island County. The Conservation Futures Program is an important source of funding to achieve those goals.

The Conservation Futures Program is a competitive annual grant with proposed projects reviewed and ranked by a Citizens Advisory Board and County Staff.

Organizations located within Island County eligible to apply for Conservation Futures Funds are Island County government, cities, town, special purpose districts, non-profit nature conservancy organizations (as defined in RCW 84.34.250), and non-profit historic preservation organizations (as defined in RCW 64.04.130).

2022

Acquisition and M&O Project Application Cycle

The following links are to various Conservation Futures Program documents:

-  [2022 CFF Application Instructions.pdf](#)
-  [Current Program Procedures - Resolution C-69-19.pdf](#)

The applications received during the 2022 cycle are linked below.

-  [2022 CFF Lagoon Point Community Forest.pdf](#)
-  [CFF Moore Rd. English Boom Expansion.pdf](#)
-  [2022 IC Parks CFF M-O APPLICATION.pdf](#)

The departmental the 2022 cycle are linked below.

-  [Assessor's Office.pdf](#)
-  [English Boom App - IC DNR.pdf](#)
-  [Lagoon Point App - IC DNR.pdf](#)
-  [Planning Review of Proposed 2022 CFF Aquisition Project.pdf](#)

The CFF Citizen Advisory Board (CAB) final recommendation report can be found here:  IC CFF 2022 CAB Recommendation.pdf

Citizen Advisory Board Meetings

Coupeville, WA -- The Island County Citizens' Advisory Board (CAB) will be holding a public meeting at 6 PM on Thursday, **April 7th**, 2022 via Zoom to evaluate all acquisition applications for the 2022 cycle. To join the virtual public meeting enter meeting ID **897 1866 7093**.

Coupeville, WA -- The Island County Citizens' Advisory Board (CAB) will be holding a public meeting at 3 PM on Tuesday, **March 22nd**, 2022 at the Greenbank Farm following their acquisition site visits.

2021

Coupeville, WA -- The Island County Citizens' Advisory Board (CAB) will hold a virtual public meeting at 6 PM on Tuesday, **June 15th**, 2021. This virtual public meeting will be held by video and audio conference. During the virtual public meeting, the CAB will discuss acquisition project application evaluation criteria and the proposal of updates to the resolution governing operations of the Conservation Futures program.

[June 15th, 2021 CAB Public Meeting Agenda](#)

To join the virtual public meeting on video, go to <https://meet.starleaf.com/4261167554/app>

To join the virtual public meeting on audio, dial 1-699-800-5335 and, when prompted, enter meeting ID **426 116 7554**.

Acquisition and M&O Project Application Cycle

[Lone Lake Shoreline and Farmland Protection Project Application](#)

[2021 CFF Barnum Point M&O Project Application](#)

[2021 CFF Saratoga Woods Preserve Picnic Shelter M&O Project Application](#)

[2021 CFF Alito Property and Kettles Trails Expansion Trails Noxious Weed Management M&O Project Application](#)

[2021 CFF Island County Parks M&O Funding Request](#)

Island County Citizens' Advisory Board to discuss 2021 Conservation Futures Proposed Acquisition Projects

Coupeville, WA -- The Island County Citizens' Advisory Board (CAB) will hold a virtual public meeting at 6 PM on Tuesday, April 27th, 2021. This virtual public meeting will be held by video and audio conference. During the virtual public meeting, the applicant will make a presentation about the proposed 2021 acquisition project and answer questions from the CAB. The CAB will also take public comment about the proposed project. The proposed project is:

Project Name: Lone Lake Shoreline and Farmland Protection Project

Sponsor: Whidbey Camano Land Trust

Amount: \$790,000 requested from Conservation Futures Fund

To join the virtual public meeting on video, go to

<https://meet.starleaf.com/4103318742/app>

To join the virtual public meeting on audio, dial 1-699-800-5335 and, when prompted, enter meeting ID 410 331 8742.

For more information, contact Brett Rebischke-Smith, CFF Program Coordinator at Island County General Services Administration, 360-679-7374.

[2021 CAB Public Meeting Agenda](#)

[IC CONSERVATION FUTURES 2021 CAB Recommendation Report](#)

2020

Acquisition Projects - 2020

[Hun Wetland Acquisition Project - Clinton - Whidbey Camano Land Trust - 2020 CFF - \\$175,000 from CFF / \\$225,000 total](#)

[Kristoferson Farm and Forest Conservation Easement Project - Camano Island - Whidbey Camano Land Trust - 2020 CFF - \\$300,000 from CFF / \\$2,250,000 total](#)

The Island County Citizens' Advisory Board (CAB) held a public meeting at 6 PM on Thursday, June 18th, 2020. At the public meeting, the applicants made a presentation about the proposed 2020 acquisition projects and answered questions from the CAB.

[2020 CAB Virtual Public Meeting Minutes](#)

[2020 CAB Virtual Public Meeting Agenda](#)

For the virtual public meeting, the applicant used the following reference materials:

[Hun Wetland Project presentation](#)

[Kristoferson Farm and Forest Project presentation](#)

Additionally, the 2020 CFF Proposed Projects have been reviewed by the Island County Planning Department and Department of Natural Resources. These reviews are:

[Island County Planning Department Review of 2020 CFF Proposed Acquisition Projects](#)

[Island County Department of Natural Services Technical Review of 2020 CFF Proposed Acquisition Projects](#)

Maintenance and Operations Projects - 2020

[Barnum Point Park Holly Removal - Camano Island - IC Parks - 2020 CFF M&O - \\$40,000 from CFF](#)

[Iverson Preserve and Kettles Trails Weed Control - Camano Island and Coupeville - IC Noxious Weed Control Board - 2020 CFF M&O - \\$8,601 in 2020 and \\$9,494 in 2021 from CFF](#)

[Possession Sound Preserve and Strawberry Point Preserve Public Access Improvement Project - Clinton and Oak Harbor - Whidbey Camano Land Trust - 2020 CFF M&O - \\$ 140,000 from CFF / \\$165,000 total](#)

2019

For the 2019 Conservation Futures funding cycle, the following Acquisition projects were approved for funding:

- [2019 Whidbey Camano Land Trust - Pearson Shoreline Acquisition](#)
- [2019 Island County Parks - Kettles Trails Expansion](#)
- [2019 Whidbey Camano Land Trust - Strawberry Point Preserve Expansion](#)

The Citizens' Advisory Board (CAB) met on April 1st, 2019, in public meeting and reviewed the proposed acquisition projects. The CAB's Recommendation are:

- **2019 CITIZENS' ADVISORY BOARD RECOMMENDATION**

For the 2019 Conservation Futures funding cycle, the following Maintenance and Operations (M&O) projects were approved for funding:

- [2019 M&O Project - Island County Parks - Kettles Trails Expansion](#)
- [2019 M&O Project - Island County Parks - Parks Maintenance](#)

2018

For the 2018 Conservation Futures funding cycle, the following proposed Acquisition project was approved for funding:

- [ISLAND COUNTY PARKS DEPARTMENT - BARNUM POINT PARK EXPANSION](#)

For the 2018 Conservation Futures funding cycle, the following proposed Maintenance and Operations (M&O) projects were approved for funding:

- [ISLAND COUNTY PARKS DEPARTMENT - BARNUM POINT PARKING LOT EXPANSION](#)
- [WHIDBEY CAMANO LAND TRUST - FAKKEMA FARM TRAIL CONSTRUCTION PHASE 1](#)

The Citizens' Advisory Board (CAB) met on April 6th, 2018, in public meeting and reviewed the proposed acquisition project. The CAB's Recommendation and meeting documents are:

- [2018 CITIZENS' ADVISORY BOARD RECOMMENDATION AND PUBLIC MEETING DOCUMENTS](#)
- [2018 Parks Department presentation to Board of County Commissioners regarding Barnum Point Park Expansion Project](#)

2017

For the 2017 Conservation Futures funding cycle, the following acquisition projects were approved for funding:

- [ISLAND COUNTY PARKS DEPARTMENT - BARNUM POINT ACQUISITION - CAMANO IS](#)
- [WHIDBEY CAMANO LAND TRUST - WHIDBEY INSTITUTE CONSERVATION EASEMENT](#)
- [WHIDBEY CAMANO LAND TRUST - PENN COVE FARMS CONSERVATION EASEMENT](#)

(Note: The applicant, WCLT, withdrew its application for the Pearson Shoreline Project.)

For the 2017 Conservation Futures funding cycle, the following maintenance and operations (M&O) applications were approved for funding:

- [WHIDBEY CAMANO LAND TRUST - WALKING EBEYS TRAIL M&O](#)
- [ISLAND COUNTY PARKS DEPARTMENT - CFF PARKS M&O](#)

The Citizens' Advisory Board (CAB) met on April 5th in public meeting and reviewed the proposed acquisition projects. The CAB's Recommendation and meeting documents are:

- [2017 CAB RECOMMENDATION AND MEETING DOCUMENTS](#)

2016

For the 2016 Conservation Futures funding cycle the following projects were authorized for funding:

- [2016 CFF CAB Recommendations](#)
- [ISLAND COUNTY PARKS - DOUBLE BLUFF M&O](#)
- [ISLAND COUNTY PARKS- DILLON PROPERTY M&O](#)
- [WHIDBEY CAMANO LAND TRUST - TRILLIUM FOREST M&O](#)
- [ISLAND COUNTY NOXIOUS WEED CONTROL BOARD - SWAN LAKE M&O](#)

2015

During the 2015 Conservation Futures funding cycle the following projects were authorized for funding:

- [ISLAND COUNTY PARKS - DILLON PROPERTY ACQUISITION](#)
- [WHIDBEY CAMANO LAND TRUST - FAKKEMA FARM CONSERVATION EASEMENT ACQUISITION](#)
- [ISLAND COUNTY NOXIOUS WEED CONTROL BOARD - IVERSON PRESERVE M&O](#)

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF ISLAND COUNTY, WASHINGTON

IN THE MATTER OF REVISING PROCEDURES FOR THE
ISLAND COUNTY CONSERVATION FUTURES PROGRAM

)
)
)
RESOLUTION C-69-19

WHEREAS, the Board of Island County Commissioners established the Conservation Futures Fund to be used solely for the purpose of acquiring rights and interests in open space land, farm and agricultural land, and timberland as provided in RCW 84.34.210 and 84.34.220 and for the maintenance and operation of any property that has been acquired with these funds; and

WHEREAS, the Board of County Commissioners established the Conservation Futures Program to coordinate and evaluate applications for funding from the Conservation Futures Fund; and

WHEREAS, the Board of County Commissioners adopted by resolution procedures for the Conservation Futures Program (C-03-18); and

WHEREAS, the Board of County Commissioners has identified further improvements to the Conservation Futures Program to increase the program's effectiveness; and

WHEREAS, the Board of County Commissioners wishes to revise procedures for the operation of the Conservation Futures Program; **NOW, THEREFORE**,

BE IT HEREBY RESOLVED by the Board of County Commissioners as follows:

1. Resolution C-03-18 is superseded by this resolution.
2. Exhibit A is adopted as the Island County Conservation Futures Program Procedures and evaluation criteria.

ADOPTED August 27, 2019.

ATTEST:



Debbie Thompson
Debbie Thompson, Clerk of the Board

BOARD OF COMMISSIONERS
ISLAND COUNTY, WASHINGTON

Jill Johnson
Jill Johnson, Chair

Janet St. Clair
Janet St. Clair, Member

Helen Price Johnson
Helen Price Johnson, Member

Exhibit A
Conservation Futures Program Resolution C-67 19
Island County Conservation Futures Program Procedures

Conservation Futures is a land preservation program that protects, preserves, maintains, improves, restores, and limits the future use of threatened areas of open space, timberlands, wetlands, habitat areas, culturally significant sites, and agricultural farmlands within Island County.

The Washington State Legislature first granted the authority for a Conservation Futures tax levy in 1971 when RCW 84.34 was enacted and later amended in 1988. RCW 84.34.200 declares that the acquisition of interests or rights in real property for the preservation of open spaces and areas constitutes a public purpose for which public funds may properly be expended or advanced. RCW 84.34.230 declares the county may levy any amount not to exceed 6.25-cents per \$1000 of assessed value of all taxable property within the county for the Conservation Futures Fund.

RCW 84.34.230 Acquisition of open space, etc., land or rights to future development by certain entities — Additional property tax levy authorized.

Conservation futures are a useful tool for counties to preserve lands of public interest for future generations. Counties are encouraged to use some conservation futures as one tool for salmon preservation purposes. For the purpose of acquiring conservation futures and other rights and interests in real property pursuant to RCW 84.34.210 and 84.34.220, and for maintaining and operating any property acquired with these funds, a county may levy an amount not to exceed six and one-quarter cents per thousand dollars of assessed valuation against the assessed valuation of all taxable property within the county. The limitations in RCW 84.52.043 shall not apply to the tax levy authorized in this section. Any rights or interests in real property acquired under this section after July 24, 2005, must be located within the assessing county. Further, the county must determine if the rights or interests in real property acquired with these funds would reduce the capacity of land suitable for development necessary to accommodate the allocated housing and employment growth, as adopted in the countywide planning policies. When actions are taken that reduce capacity to accommodate planned growth, the jurisdiction shall adopt reasonable measures to increase the capacity lost by such actions.

The Legislature found that Conservation Futures Funds are a useful tool for counties to preserve land of public interest for future generations and are encouraged to use some conservation futures as one tool for salmon preservation purposes. The Legislature also declared that up to twenty five percent of the Conservation Futures Fund may be used for the maintenance and operation of any property acquired with Conservation Futures Funds.

In 1992 Island County established its Conservation Futures levy and program. Island County's Comprehensive Plan identifies that unique or distinctive lands may be preserved in recognition of the irreplaceable character of such resources and of their importance to the quality of life of residents and visitors to Island County. The Conservation Futures Program is an important source of funding to achieve those goals.

Organizations located within Island County eligible to apply for Conservation Futures Funds are Island County government, cities, town, special purpose districts, non-profit nature conservancy organizations (as defined in RCW 84.34.250), and non-profit historic preservation organizations (as defined in RCW 64.04.130).

FINDINGS AND DECLARATION OF PURPOSE

The acquisition of property interest as provided by this Resolution and ICC Chapter 3.22 is in the public interest and constitutes a public purpose of Island County. It is the purpose of this Resolution, together with ICC Chapter 3.22, to implement Chapter 84.34 RCW as it relates to Conservation Futures.

It is further the purpose of the Island County Conservation Futures Program to acquire from willing sellers by purchase, gift, grant, bequest, devise, lease, or otherwise, except by eminent domain, the fee simple or any lesser property interest, development right, easement, covenant, or other contractual right necessary to protect, preserve, maintain, improve, restore, or limit the future use of, or otherwise conserve selected open space, wetlands, habitat areas, farm, agricultural, and timber lands for the public use and enjoyment and as one tool for salmon preservation purposes.

MANAGEMENT AND COORDINATION OF THE CONSERVATION FUTURES PROGRAM

The management and coordination of the Conservation Futures Program will be assigned by the Board of County Commissioners to the appropriate County department.

Property Acquisition Costs. Appropriate and reasonable property acquisition costs or a portion thereof may be paid by the Island County Conservation Futures Fund.

- Applicants may be reimbursed for a portion of property acquisition costs related to surveys, appraisals, closing costs, environmental assessments, and management plans as budgeted parts of their proposed project submission.
- Projects seeking funding to acquire real property interests shall include the creation and adoption of a management plan, if one does not already exist.

Maintenance and Operation Funding. Organizations owning real property purchased with Conservation Futures Funds in Island County may apply as part of the Cycle for funds to maintain and operate properties purchased with Conservation Futures Funds. Appropriate property maintenance and operations costs or a portion thereof may be paid by the Island County Conservation Futures Fund.

- The annual allocation for maintenance and operation purposes is limited up to twenty five percent (25%) of the total amount collected from the tax levied under ICC 3.22.020 in the preceding calendar year.
- Conservation Futures funds for maintenance and operation may not be used to supplant existing maintenance and operation funding for the property.
- An allocation for maintenance and operation may fund up to two (2) years activity.

ESTABLISHMENT OF THE CONSERVATION FUTURES PROGRAM CITIZENS' ADVISORY BOARD

To ensure the properties purchased with Conservation Futures tax dollars are used in the best possible manner, the Conservation Futures Program Citizen's Advisory Board ("CAB") is created by the Board of County Commissioners to evaluate and make recommendations on project applications. The Board of County Commissioners shall make all appointments to the committee consistent with the following guidelines.

- The CAB is composed of nine (9) voting members that represent conservation and community planning expertise and technical knowledge. Within the nine (9) voting members, there shall be two (2) members representing each commissioner district and three (3) members representing the county at large.
- Terms for CAB members will be three (3) years. Membership shall be staggered so that one-third of the member's appointments expires each year. Committee members may be re-

appointed but shall serve no longer than three terms consecutively. Appointments shall run from January 1 to December 31 three years later.

- CAB members may be removed by a majority of the Commissioners for good cause.
- Membership of the CAB shall be unpaid. Expenses may be reimbursed consistent with Island County policy.
- Technical, non-voting members of the CAB may be appointed for any application cycle by the Board of County Commissioners in order to provide subject matter expertise or special knowledge or experience that would be beneficial in evaluating applications to the Program during a specific application cycle.
- A quorum of the CAB for the purposes of conducting business shall be a majority of the currently appointed CAB members. If a quorum of the CAB is established at any given meeting, any action taken by a majority or more members at that given meeting shall constitute an advisory recommendation by the CAB to the Board of County Commissioners.
- The members of the CAB shall select a Chair, and a Vice Chair at their first meeting of any application cycle to serve until the end of the application cycle. If neither the Chair nor Vice Chair is able to attend any individual meeting of the CAB, the members present shall select an alternate Chair for that meeting only.
- Each voting member of the CAB shall have one (1) vote on any matter duly before the CAB

Conflict of Interest. Any CAB member employed by or serving as a current board member of an applicant organization that has applied for funding in either the M&O or acquisition category(ies), shall recuse herself or himself from the CAB evaluation of that category(ies). No Commissioner, CAB member or county employee shall directly or indirectly benefit from or have an ownership or financial interest in any real property acquired or in any way funded by the Program.

Meetings and Records. The Program shall reflect Island County's commitment to open and transparent governance. CAB meetings (with the exception of site visits) shall be open to the public and conducted as if subject to the Open Public Meetings Act, Chapter 42.30 RCW.

- Public notice for any CAB meeting to hear applicant presentations shall be in the form of a press release (including date and time of such meeting) sent to local newspapers of general circulation in Island County.
- All records of the CAB unless specifically exempted by State Law, shall be public documents and shall be made available to the public upon request.

Duties of the Conservation Futures Program Citizens' Advisory Board (CAB). To guide and direct the CAB, the Commissioners assign the following duties to the CAB:

- In each application cycle, the CAB shall hold at least one(1) public meeting to review acquisition applications to the Program and hear applicant presentations,
- More than one public meeting may be needed to consider complex applications or to take public input in meetings on both Whidbey Island and Camano Island when appropriate.
- When making recommendations to the Board of County Commissioners, the CAB should provide, at a minimum, the following:
 - 1) Written findings and conclusions as to how the CAB's recommendations satisfy the CFF evaluation criteria approved by the Commissioners.
 - 2) Minutes of the proceedings before the CAB.
 - 3) The CAB's vote on all matters.
 - 4) Any other concerns of the CAB which it desires to be considered by the Commissioners.

APPLICATION EVALUATION CRITERIA

Evaluation criteria are a tool to determine which projects best support the preservation and conservation goals of the County. The evaluation criteria will be applied to all applications in a similar manner. All acquisition applications will be reviewed by the CAB using specific, detailed, and consistent evaluation criteria as adopted by resolution of the Board of County Commissioners.

Evaluation criteria shall remain in effect until amended or superseded by subsequent resolution adopted by the Board of County Commissioners.

At least every five (5) years, the Board of County Commissioners shall review and amend, if needed, the Program procedures and evaluation criteria. The review process shall be determined by the Board.

CONSERVATION FUTURES FUND ANNUAL APPLICATION PROCESS

Applications. Island County utilizes a standard process for soliciting and evaluating applications for proposed projects.

- All applications shall, at a minimum, be made in accordance with the application materials provided by the program and set forth how the proposal satisfies the evaluation criteria.
- The Commissioners may accept an out-of-cycle application at their own discretion and designate the timeline to process such an application. Out-of-cycle applications may be evaluated by the CAB, Planning Department, and Natural Resources Department in a manner similar to the regular evaluation process or other process as determined by the Commissioners.

Application Evaluation Process. Each year that the Commissioners accept applications to the Program, the Annual Application Cycle ("Cycle") shall be:

- The County shall provide written notice to eligible organizations within Island County, no later than January 15, that applications may be submitted to Island County.
- In January, a press release will be sent to local newspapers of general circulation in Island County providing information on the Island County Conservation Futures Program and annual application cycle.
- The application deadline shall be at the close of the business day, February 28. If February 28 falls on a weekend, the application deadline shall be the close of business on the Monday following February 28.
- During the month of March, submitted applications will be:
 1. Reviewed for completeness by the Program Manager. The Program Manager may require applicants to provide additional information, to clarify the application, prior to the application being submitted to the CAB.
 2. Submitted to Island County Planning Department for its review of the proposed acquisition of rights or interest in real property to determine, as required by RCW 84.34.230, whether the acquisition would reduce the capacity of land suitable for development necessary to accommodate the allocated housing and employment growth, as adopted in the countywide planning policies. The Planning Department shall submit a written report with its analysis and conclusions to the Commissioners no later than March 31.
 3. Reviewed by the appropriate County department where designated in the project evaluation criteria. All County departments that review projects as part of the

evaluation criteria shall submit a written report with their analysis and conclusions to the Commissioners no later than March 31.

4. Evaluation reports submitted by Planning and other County Departments will be distributed to the CAB.

- During the March review period, the CAB will conduct any property visits that are needed prior to the CAB meetings.
- The CAB shall meet to evaluate acquisition project applications typically during the first week of April. The CAB shall forward its recommendations to the Board Commissioners no later than the April 30.

Timeline for CFF Annual Process	
Dates	Process
Prior to January 15	Notice to eligible organizations
February 28 (Close of Business)	Application Deadline
March 1 – 31	• Staff review period • Review by appropriate County department where designated in the project selection criteria. • Planning review • Site visits by CAB
1 st week of April	CAB public meeting to evaluate acquisition project applications
April 30	CAB recommendations due to BOCC

BOARD OF COUNTY COMMISSIONERS' PUBLIC MEETING

Following receipt of the annual CAB recommendations, the Board of County Commissioners will hold a public meeting to consider the CAB's recommendations and take public comments on such recommendations. At the public meeting, each applicant whose project is recommended by the CAB for award of funding will be given the opportunity to make a brief presentation about its application. No later than 60 days following the public meeting, the Board of County Commissioners shall consider the allocation of funding for real property acquisition projects. The Board of County Commissioners may, at its sole discretion, reject any application or proposed project.

IMPLEMENTATION

Applicants will be informed by program staff of all recommendations adopted by the Board of County Commissioners. Organizations with approved projects will be required to enter into a contract between itself and Island County which outlines the terms and conditions of expending Conservation Futures awards. Projects shall be complete within two (2) years from the date of contract execution by the County. The Board of County Commissioners may extend the term of the contract at its discretion.

- To secure an extension, an organization should send a written request to the County's Program Manager, at least thirty (30) days prior to the end of the contract period.
- The Program Manager will notify the organization of the Board of County Commissioners decision within thirty (30) days of receipt of the request, or as soon thereafter as practicable.

Interim Progress Reports. The organization is required to submit Interim Progress Reports (no later than January 30 for the previous year) for their approved project that documents project status including related financial information as specified in the contract for project funding. Delays in the schedule from the original application shall be identified with possible solutions to completing project as proposed.

Final Report. A Final Project Report shall be submitted within sixty (60) days of project completion. This report shall describe the completed project (including maps, GIS coordinates and photographs), briefly discuss how the completed project benefits the citizens of Island County and a final accounting of all revenues and expenditures.

ADMINISTRATION

The department designated to coordinate the Conservation Futures Program shall

- Administer the application process according to the adopted policy and procedures.
- Monitor the financial performance of the Conservation Futures Fund and promptly inform the Board of Island County Commissioners of any matters requiring its attention.
- Review reimbursement requests to ensure such costs are eligible for reimbursement under the terms of the grant award.
- Maintain Conservation Futures Program information on the county's website.
- Prepare an annual Conservation Futures Program budget submittal as part of the overall county budget.
- Prepare and submit to the Board of Island County Commissioners an annual program report (ICC 3.22.060) no later than February 28. This report will include:
 1. Conservation Futures Fund financial performance.
 2. Summary of completed projects and projects still ongoing during the reporting period.
 3. Summary of data and statistics reported by each grantee and project financed in whole or in part with Conservation Futures funds.
 4. Historical data about the program including acres protected by conservation easements, and acres acquired by the County ownership.

Island County Conservation Futures Program - Citizens' Advisory Board
ACQUISITION PROJECT EVALUATION CRITERIA

A. Conservation Values & Resources	1. Rarity of resources or habitats protected a. Significance of resources protected b. Rarity of resources or habitat protected 2. Working farm & agricultural a. Agricultural soils quality and condition. b. Resource suitability for current and long-term production, existing and future agricultural income. c. Site significance of agricultural resources locally, regionally, or statewide. 3. Working forest a. Timberland quality and condition. b. Resource suitability for current and long-term timber production, existing and future timber income. c. Site significance of timber resources: local, regional, or statewide.
B. Appropriate Public Use and Enjoyment	Appropriate plans for access, trails, wildlife viewing, protection of scenic view shed, and historic values.
C. Plan Consistency and Partnerships	1. Project named as a priority in a local jurisdiction's adopted plan(s) which identifies this site or habitat area for conservation purposes and/or appropriate public access. 2. Documented support for this project by planning partners, other organizations, and citizens.
D. Potential for Loss	1. Immediacy and magnitude of potential loss of areas identified as having long-term rural significance or land suitable for conservation. 2. Immediacy of acquisition timing: opportunity with landowner and leveraged funding.
E. Assessment of Stewardship Viability	1. Stewardship needs are identified and adequately addressed with an appropriate management plan or application includes funding request for management plan. 2. Potential risks and liabilities to protect long-term conservation values and resources are identified and adequately addressed. 3. Identifies long-term costs of maintenance and capital improvements (if any) and are adequately addressed.
F. Financial Strategies	1. Acquisition cost efficiencies and financial strategy (including matching contributions) to leverage use of funds. 2. Strategy for managing future costs, liability and risk issues (for example, acquisition of minimum controlling interest).

Island County Conservation Futures Program

ACQUISITION PROJECT TECHNICAL EVALUATION CRITERIA

A. Habitat <i>(Evaluated by Island County Natural Resources)</i>	1. Biological function and environmental benefits, quality and importance of habitat type for specific species including salmonids. 2. Connectivity to and enhancement of other protected lands and important water bodies. 3. Site significance of habitat ecosystem: locally, regionally, or statewide.
--	---

B. Water resources <i>(Evaluated by Island County Natural Resources)</i>	1. Provides for protection of groundwater resources through aquifer recharge area protection. Groundwater susceptibility is currently mapped as Low, Medium or High susceptibility (as part of the county's CAO). 2. Provides for protection of groundwater resources / seawater intrusion risk (ICC 8.09.099). 3. Reduces impact of surface water discharge.
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ISLAND COUNTY DEPARTMENT OF NATURAL RESOURCES

P.O. Box 5000
Coupeville, WA 98239-5000

Phone: (360) 679-7352

ISLAND COUNTY CONSERVATION FUTURES PROGRAM APPLICATION INSTRUCTIONS

Island County's Comprehensive Plan identifies that unique or distinctive lands should be preserved in recognition of the irreplaceable character of such resources and of their importance to the quality of life of residents and visitors to Island County. The Comp Plan further identifies the Conservation Futures Fund (CFF) as a source of funding to achieve goals and policies of Land Protection and Stewardship and Maintenance so that Island County positions itself as a habitat and outdoor recreation provider, reflecting a desire to protect habitat and meet the community's outdoor, low impact recreation needs.

To meet these goals, the Island County Board of County Commissioners established the Conservation Futures Program and Procedures for the Program so that organizations can apply to use these funds in a fair, balanced, transparent and effective fulfillment of the Comprehensive Plan.

These application instructions are intended to provide applicants with materials to submit an application to the Conservation Futures Program that contains enough information for the application to be reviewed and recommendations made to the County Commissioners.

Project Applications for the 2022 funding cycle must be emailed to jennifer.johnson@islandcountywa.gov by the end of day on Monday, February 28th, 2022.

Conservation Futures Program projects must conform with:

- [RCW 84.34.210](#) and [84.34.220](#),
- [Island County Code Chapter 3.22](#), and
- [Island County Resolution C-69-19](#).

The Island County Conservation Futures Program is accepting applications from eligible organizations for a share of the annual allocation of the Conservation Futures Fund for proposed Acquisition projects and proposed Maintenance and Operations projects (M&O). CFF M&O project funds may only be used for properties already acquired using Conservation Futures Funds.

The organizations that are eligible to receive Conservation Futures Funds (CFF) include Island County government, cities, towns, special purpose districts, non-profit nature conservancy organizations (as defined in RCW 84.34.250), and non-profit historic preservation organizations (as defined in RCW 64.04.130).

Eligible Acquisition projects will be reviewed by County Staff and the CFF Citizens' Advisory Board which will make recommendations to the Board of County Commissioners. The Board of County Commissioners will make a final determination on funding.

Eligible M&O projects will be reviewed directly by the Board of County Commissioners.

CFF applications shall be of a narrative form that describes the proposed project and how the proposed project compares to the current Project Selection Criteria as adopted by the County Commissioners. The detail of the application is one factor that contributes to how the proposed

project compares and prioritizes in relation to other proposed projects being considered in the same funding cycle.

Applications shall be submitted in PDF format:

- The cover page of your application should have a header section with the project title and year. The cover page should also contain:
 - The applicant's contact information (address, e-mail and phone number) as well as identify the specific properties the proposed project involves.
 - At a minimum, the parcel numbers, owners, addresses, property identification numbers and common names for all properties fully or partially in the project.
 - A summary of proposed project costs and budget.
- Please include a project description as the first item on the second page of the application. The project description should be at least a paragraph and up to a page that describes in detail what the proposed project would do.
- The third page of the application should start with the project budget including all costs and proposed sources of funding for those costs. The Proposed Project Application Attachment B – Budget spreadsheet must accompany each application, but you should also include an explanation of the details of your project budget.
- Please include narrative description of how the proposed project compares, in detail, to each of the current Project Selection Criteria (project selection criteria scoring tools attached). Be detailed and use the same order, category titles and numbering as listed on the scoring tools.
- Mapping that adequately describes the proposed project, the project's complexities and details should be attached. Please format to 8½"x 11" as much as possible. At a minimum, you are required to provide:
 - An Island County Map indicating the location of the proposed project, and
 - A detailed map indicating the boundaries of the proposed project.
- Pictures that show the important features of the proposed project should be attached.
- Include or attach any additional information which would assist in evaluating the proposed project for CFF funding.

For further information, please visit <https://www.islandcountywa.gov/Health/DNR/Pages/cff.aspx> or contact Jennifer Johnson, Island County DNR Manager at (360) 679-7352.

Island County Conservation Futures Program - Citizens' Advisory Board
ACQUISITION PROJECT EVALUATION CRITERIA

A. Conservation Values & Resources	1. Rarity of resources or habitats protected a. Significance of resources protected b. Rarity of resources or habitat protected 2. Working farm & agricultural a. Agricultural soils quality and condition. b. Resource suitability for current and long-term production, existing and future agricultural income. c. Site significance of agricultural resources locally, regionally, or statewide. 3. Working forest a. Timberland quality and condition. b. Resource suitability for current and long-term timber production, existing and future timber income. c. Site significance of timber resources: local, regional, or statewide.
B. Appropriate Public Use and Enjoyment	Appropriate plans for access, trails, wildlife viewing, protection of scenic view shed, and historic values.
C. Plan Consistency and Partnerships	1. Project named as a priority in a local jurisdiction's adopted plan(s) which identifies this site or habitat area for conservation purposes and/or appropriate public access. 2. Documented support for this project by planning partners, other organizations, and citizens.
D. Potential for Loss	1. Immediacy and magnitude of potential loss of areas identified as having long-term rural significance or land suitable for conservation. 2. Immediacy of acquisition timing: opportunity with landowner and leveraged funding.
E. Assessment of Stewardship Viability	1. Stewardship needs are identified and adequately addressed with an appropriate management plan or application includes funding request for management plan. 2. Potential risks and liabilities to protect long-term conservation values and resources are identified and adequately addressed. 3. Identifies long-term costs of maintenance and capital improvements (if any) and are adequately addressed.
F. Financial Strategies	1. Acquisition cost efficiencies and financial strategy (including matching contributions) to leverage use of funds. 2. Strategy for managing future costs, liability and risk issues (for example, acquisition of minimum controlling interest).

Island County Conservation Futures Program – Evaluated by County Staff
ACQUISITION PROJECT TECHNICAL EVALUATION CRITERIA

A. Habitat

*(Evaluated by Island
County Natural Resources)*

1. Biological function and environmental benefits, quality and importance of habitat type for specific species including salmonids.
2. Connectivity to and enhancement of other protected lands and important water bodies.
3. Site significance of habitat ecosystem: locally, regionally, or statewide.

B. Water resources

*(Evaluated by Island
County Natural Resources)*

1. Provides for protection of groundwater resources through aquifer recharge area protection. Groundwater susceptibility is currently mapped as Low, Medium or High susceptibility (as part of the county's CAO).
 2. Provides for protection of groundwater resources / seawater intrusion risk (ICC 8.09.099).
 3. Reduces impact of surface water discharge.
-

MAINTENANCE AND OPERATIONS PROJECT EVALUATION CRITERIA

A. Ecological Integrity	Degree to which the project reduces or eliminates a serious threat to ecological integrity, a developing ecological threat or invasive species threat.
B. Hazard or Liability	Degree to which the project removes or eliminates a significant hazard or liability.
C. Special Status	Degree to which the project protects, restores or enhances a species or plant community with special status.
D. Habitat values not previously covered	Degree to which the project provides habitat protection, restoration or enhancement in ways not covered in Criteria A-C.
E. Public Access	Degree to which the project increases or enhances public access to the property.
F. Management Plan	1. Project includes a proposal to develop a site-specific management plan if one does not already exist. <u>OR</u> 2. The property has an existing site-specific management plan and the degree the project is supported by this management plan.
G. Supported by Community Plans	Degree to which the project is supported by one or more federal, state, regional or local plans.
H. Existing Infrastructure	Degree to which the project protects existing infrastructure vital to the property within the context of the CFF Program.
I. Develops Infrastructure	Degree to which the project provides new infrastructure vital to the property within the context of the CFF Program.
J. Long Term Viability	Degree to which, in the long term, the result of the project can be reasonably managed and will remain viable.
K. Other Resources	Degree to which the project utilizes matching funds or additional resources not from the CFF Program.
L. Public Ownership	Degree to which the property is owned by the public. Fee simple public ownership, Fee simple public ownership with someone else owning, Public CE only, Public trail only, Public deed of right only.

ATTACHMENT B – ESTIMATED PROJECT BUDGET
ISLAND COUNTY CONSERVATION FUTURES FUND
PROPOSED PROJECT APPLICATION

PROJECT NAME = _____ YEAR = _____

	CATAGORY	CFF	OTHER FUNDING SOURCES	TOTAL FUNDING
PLANNING	SALARIES AND BENEFITS	\$ _____	\$ _____	\$ _____
	CONSULTANTS / SUB- CONTRACTING	\$ _____	\$ _____	\$ _____
	GOODS AND SERVICES	\$ _____	\$ _____	\$ _____
	OTHER	\$ _____	\$ _____	\$ _____
	TOTAL PLANNING	\$ _____	\$ _____	\$ _____
MAINTENANCE AND OPERATIONS	SALARIES AND BENEFITS	\$ _____	\$ _____	\$ _____
	CONSULTANTS / SUB- CONTRACTING	\$ _____	\$ _____	\$ _____
	GOODS AND SERVICES	\$ _____	\$ _____	\$ _____
	OTHER	\$ _____	\$ _____	\$ _____
	TOTAL M & O	\$ _____	\$ _____	\$ _____
MANAGEMENT AND ADMINISTRATION	SALARIES AND BENEFITS	\$ _____	\$ _____	\$ _____
	CONSULTANTS / SUB- CONTRACTING	\$ _____	\$ _____	\$ _____
	GOODS AND SERVICES	\$ _____	\$ _____	\$ _____
	OTHER	\$ _____	\$ _____	\$ _____
	TOTAL MGMT & ADMIN	\$ _____	\$ _____	\$ _____
EQUIPMENT	SALARIES AND BENEFITS	\$ _____	\$ _____	\$ _____
	CONSULTANTS / SUB- CONTRACTING	\$ _____	\$ _____	\$ _____
	GOODS AND SERVICES	\$ _____	\$ _____	\$ _____
	OTHER	\$ _____	\$ _____	\$ _____
	TOTAL EQUIPMENT	\$ _____	\$ _____	\$ _____
PROPERTY ACQUISITION	FEE SIMPLE ACQUISITION COSTS	\$ _____	\$ _____	\$ _____
	CONSERVATION EASEMENT COSTS	\$ _____	\$ _____	\$ _____
	OTHE ACQUISITION COSTS	\$ _____	\$ _____	\$ _____
	TOTAL ACQUISITION COSTS	\$ _____	\$ _____	\$ _____
	TOTAL BUDGET	\$ _____	\$ _____	\$ _____

Conservation Futures

Maintenance Research

Pierce County

Gores, Loni

From: Kimberly Freeman <kimberly.freeman@piercecountywa.gov>
Sent: Thursday, June 16, 2022 8:27 AM
To: Gores, Loni; Katherine Brooks
Subject: RE: Conservation Futures - Maintenance procedure - Pierce County

Hi Loni,

Pierce County Parks purchased a large number of parks through Conservation Futures and presently most of the 25% maintenance and operations goes to maintaining and operating county parks. There is also a small amount that goes to projects applicants as we let them charge 5% administrative costs to the project.

Let us know if you have more questions,
Kimberly

Kimberly Freeman, Resource Stewardship Superintendent
PIERCE COUNTY PARKS | EVERYDAY ADVENTURES
P: 253-798-4009 | C: 253-254-4597
Connect: [Web](#) | [Facebook](#)

From: Gores, Loni <loni.gores@clallamcountywa.gov>
Sent: Tuesday, June 14, 2022 1:47 PM
To: Katherine Brooks <katherine.brooks@piercecountywa.gov>; Kimberly Freeman <kimberly.freeman@piercecountywa.gov>
Subject: RE: Conservation Futures - Maintenance procedure - Pierce County

Thank you! Loni

"My email address has changed! The new format is Loni.Gores@clallamcountywa.gov Please update my contact card as your earliest convenience, Thank you!"

*Loni Gores
Clerk of the Board
Commissioners Office
223 East 4th Street, Suite 4
Port Angeles, WA 98362
Phone: 360-417-2256*

From: Katherine Brooks <katherine.brooks@piercecountywa.gov>
Sent: Tuesday, June 14, 2022 1:45 PM
To: Kimberly Freeman <kimberly.freeman@piercecountywa.gov>; Gores, Loni <loni.gores@clallamcountywa.gov>
Subject: FW: Conservation Futures - Maintenance procedure - Pierce County

Hi Loni,

I am forwarding your email to Kimberly Freeman, my Supervisor and Division Manager, who handles budget for the Conservation Futures Program and is better suited to answer your question.

Best Regards, Kat

Katherine Brooks, PWM, Conservation Futures Coordinator

PIERCE COUNTY PARKS

P: 253-798-4252 | C: 253-677-2672

She/Her

Connect: [Web](#) | [Facebook](#)

From: Gores, Loni <loni.gores@clallamcountywa.gov>

Sent: Tuesday, June 14, 2022 12:58 PM

To: Katherine Brooks <katherine.brooks@piercecounitywa.gov>

Cc: Gores, Loni <loni.gores@clallamcountywa.gov>

Subject: Conservation Futures - Maintenance procedure - Pierce County

Hi Katherine,

Clallam County Conservation Futures Chair requested I reach out to ask the following:

Other Counties

It would be nice to have some info with regards to the procedure other counties follow for the approval and disbursement of funds destined for the maintenance and operations of real property.

Any information you can give me from Pierce County would be much appreciated. We're looking to collect this information by June 30 if possible.

Thanks, Loni

"My email address has changed! The new format is Loni.Gores@clallamcountywa.gov Please update my contact card as your earliest convenience, Thank you!"

Loni Gores

Clerk of the Board

Commissioners Office

223 East 4th Street, Suite 4

Port Angeles, WA 98362

Phone: 360-417-2256

Conservation Futures

Maintenance Research

Spokane County

Gores, Loni

From: Knowles, Paul <PKNOWLES@spokanecounty.org>
Sent: Wednesday, June 22, 2022 9:13 AM
To: Gores, Loni
Subject: RE: Conservation Futures Maintenance and Operation procedure - Spokane County
Attachments: Resolution_Approved.pdf

Hi Lori,

Please find attached our Board of County Commissioners' resolution approving the Conservation Futures M&O Funding Disbursement Policy and Formula.

Let me know if you have any questions!

Best Regards,

Paul Knowles, MURP

Parks Planning, Development & Real Estate Manager
Spokane County Parks, Recreation & Golf
Mobile: (509) 218-3428 | Office: (509) 477-2188
pknowles@spokanecounty.org

From: Gores, Loni <loni.gores@clallamcountywa.gov>
Sent: Wednesday, June 22, 2022 7:50 AM
To: Knowles, Paul <PKNOWLES@spokanecounty.org>
Subject: RE: Conservation Futures Maintenance and Operation procedure - Spokane County

Paul,
Sorry I said Jefferson County in m email below. I'm looking for information from Spokane County.
Thanks, Loni

"My email address has changed! The new format is Loni.Gores@clallamcountywa.gov Please update my contact card as your earliest convenience, Thank you!"

*Loni Gores
Clerk of the Board
Commissioners Office
223 East 4th Street, Suite 4
Port Angeles, WA 98362
Phone: 360-417-2256*

From: Gores, Loni <loni.gores@clallamcountywa.gov>
Sent: Wednesday, June 22, 2022 7:45 AM
To: 'pknowles@spokanecounty.org' <pknowles@spokanecounty.org>
Cc: Gores, Loni <loni.gores@clallamcountywa.gov>
Subject: Conservation Futures Maintenance and Operation procedure - Spokane County

Hi Paul,

Hope you're doing well.

Clallam County Conservation Futures Chair requested I reach out to ask the following:

Other Counties

It would be nice to have some info with regards to the procedure other counties follow for the approval and disbursement of funds destined for the maintenance and operations of real property.

Any information you can give me from ~~Jefferson~~ Spokane County would be much appreciated. We're looking to collect this information by June 30 if possible.

Thanks, Loni

"My email address has changed! The new format is Loni.Gores@clallamcountywa.gov Please update my contact card as your earliest convenience, Thank you!"

*Loni Gores
Clerk of the Board
Commissioners Office
223 East 4th Street, Suite 4
Port Angeles, WA 98362
Phone: 360-417-2256*

No. 18 - 0724

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

IN RE THE MATTER OF UPDATING THE POLICY)	
REGARDING ALLOCATION OF MAINTENANCE)	
AND OPERATION FUNDS FROM SPOKANE)	RESOLUTION
COUNTY'S CONSERVATION FUTURES FUND)	
NO. 117 FOR THE CARE AND OPERATION)	
OF CONSERVATION FUTURES PROPERTIES)	

WHEREAS, the Board of County Commissioners, pursuant to the provisions of RCW 36.32.120(6), has the care of County property and the management of County funds and business, and

WHEREAS, pursuant to the provisions of RCW 84.34.230, the Board of County Commissioners of Spokane has authorized the levy of an amount of money to be used solely for the purpose of acquiring rights and interests in open space real property according to the terms of RCW 84.34.210 and 84.34.220; and

WHEREAS, pursuant to the provisions of RCW 84.34.240, the Board of County Commissioners of Spokane County passed Resolution No. 2002-0484, establishing a Conservation Futures Fund, designated County Fund No. 117; and

WHEREAS, prior to 2017, RCW 84.34.240 permitted counties to utilize up to 15% of the total revenues collected in the preceding calendar year from the conservation futures tax levied under RCW 84.34.230 for the maintenance and operation of any conservation futures properties; and requires counties exercising this option to develop a process to help ensure distribution of the tax levied under RCW 84.34.230, over time, throughout the County; and

WHEREAS, pursuant to Resolution Nos. 05-0995 and 13-0387, the Board of County Commissioners: (1) determined that it is in the best interests of the citizens of Spokane County that 15% of the conservation futures tax revenues be utilized for the maintenance and operation of conservation futures properties; and (2) adopted a Policy Regarding Allocation of Maintenance and Operation Funds for Conservation Futures properties; and

WHEREAS, in 2017, the Washington State Legislature enacted Substitute House Bill 1820, which allows counties to utilize up to twenty-five percent (25%) of the annual conservation futures property tax revenue for maintenance and operations of real property acquired pursuant to the terms of RCW 84.34.210 and 84.34.220 if a county has; (a) acquired rights and interests in four hundred or more acres of real property with conservation futures funding or; (b) has collected a conservation futures levy for twenty or more years; and

WHEREAS, Spokane County's Conservation Futures Program has acquired 7,790.64 acres of real property and has collected a conservation futures levy for 24 consecutive years; and

RESOLUTION--I

WHEREAS, Doug Chase, Director of Parks, Recreation and Golf, has recommended that the Board of County Commissioners amend said Policy Regarding the Allocation of Maintenance and Operation (M&O) Funds for Conservation Futures Properties to; (a) utilize the maximum allowable percentage, currently 25% of the Conservation Futures property tax revenue for maintenance and operations of Conservation Futures Properties; and (b) to accommodate the continued distribution of pro-rated portions of the maintenance and operation funds annually among the various jurisdictions owning properties acquired with funds from County Fund No. 117; and

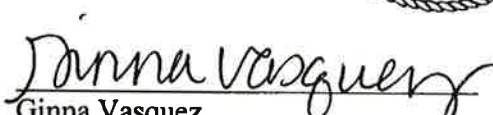
WHEREAS, Doug Chase, Director of Parks, Recreation and Golf has further recommended that the Board of County Commissioners adopt the amended Policy Regarding the Allocation of Maintenance and Operation Funds for Conservation Futures properties, which is attached hereto, labeled as Exhibit A, and hereby incorporated by this reference.

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners of Spokane County, Washington hereby adopts the attached amended Policy Regarding the Allocation of Maintenance and Operation Funds for Conservation Futures Properties (Exhibit A attached hereto).

ADOPTED by the Board of County Commissioners of Spokane County, Washington this 2nd day of October, 2018.



ATTEST:


Ginna Vasquez
Clerk of the Board


JOSH KERNS, Chair

ABSENT
MARY KUNEY, Vice-Chair


AL FRENCH, Commissioner

EXHIBIT A

POLICY REGARDING THE ALLOCATION OF MAINTENANCE AND OPERATION FUNDS FOR CONSERVATION FUTURES PROPERTIES

1. **Purpose.** RCW 84.34.240 permits Spokane County to utilize 25% of the total collected in the preceding calendar year from the conservation futures tax under RCW 84.34.230 for the maintenance and operation of any conservation futures properties acquired with the conservation futures tax. The Board of County Commissioners is required to develop a process to help ensure distribution of the tax levied under RCW 84.34.230, over time, throughout the county. The Board of County Commissioners has determined that it is in the best interests of the citizens of Spokane County to utilize the maximum allowable percentage of conservation futures tax revenues for maintenance and operation of conservation futures properties, currently 25%. The purpose of this policy is to provide for the appropriate distribution of these maintenance and operation funds among the various jurisdictions owning conservation futures properties in Spokane County that have been purchased with funds from the Spokane County Conservation Futures Fund No. 117.
2. **Definitions.** As used in this policy, the following terms are defined as follows:
 - a. **City.** Any municipal jurisdiction within Spokane County owning Conservation Futures Property as defined in section 2 (b) below.
 - b. **Conservation Futures Property.** Open space land, farm and agricultural land, and timber land as designated in chapter 84.34 RCW acquired by the County or a City with the taxes collected pursuant to RCW 84.34.230 for purposes of protecting, preserving, maintaining, improving, restoring, limiting the future use of, or otherwise conserving said property for the enjoyment of the public.
 - c. **County.** Spokane County.
 - d. **Maintenance and Operation (M&O).** Includes: (1) ordinary repair and upkeep of land, buildings, structures, equipment, trails, parking areas, and utilities necessary to keep a conservation futures property in a good, safe, usable, and operational condition for the enjoyment of the public; (2) activities related to protecting, preserving, maintaining, improving, restoring, limiting the future use of, or otherwise conserving conservation futures property; (3) payment of the salaries of staff and employees involved in the maintenance and operation of

conservation futures properties; and (4) the costs of advisory boards and commissions in connection with conservation futures properties.

3. **Distribution Formula.** The following steps shall be followed in allocating available maintenance and operation funds between the County and each City owning conservation futures properties within Spokane County:

- a. **Determination of Funds Available for Maintenance and Operation.** The funds available for the current year's M&O funding shall be determined utilizing monies from the conservation futures fund derived from all conservation futures tax revenues collected in the preceding year pursuant to RCW 84.34.230. The total available M&O funds available for the current fiscal year shall be determined by multiplying the preceding year's conservation futures tax revenues by 0.25.
- b. **Listing of All Conservation Futures Properties.** The Spokane County Parks, Recreation and Golf Department shall annually list: (1) all County and City conservation futures properties; (2) the acreage for each property, and (3) the percentage of each property's acreage to the total eligible conservation futures acreage.
- c. **Total Eligible Conservation Futures Acreage.** The Spokane County Parks, Recreation and Golf Department shall determine total acreage for all conservation futures properties, excluding the acreage for any income-producing property as set forth below and excluding any acreage that is being maintained and operated by another public or private agency or organization at little or no cost to the owner, City or County (such as WA State Parks maintaining the Vanhorn, Edburg & Bass C.F. Property).
- d. **M&O Per-Acre Allocation.** The current year's allocation shall be determined by dividing the total funds available for maintenance and operation by the total eligible acreage of each City's and the County's conservation futures properties.
- e. **The County's Portion of Maintenance and Operation Funds** – shall be determined by: multiplying the total County eligible conservation futures acreage by the M&O per-acre allocation.
- f. **Each City's portion of Maintenance and Operation Funds** – shall be determined by multiplying the total of each City's eligible conservation futures acreage by the M&O per-acre allocation.

- g. **Maintenance and Operation Funds Allocated to Each Jurisdiction from Individual Conservation Futures Properties** – can be determined by multiplying each property's eligible acreage by the allocation amount per acre.
- h. **Adjustment for Income-Producing Properties.** In the event conservation futures properties provide a source of income (such as rental, paid easements, cell phone tower leases, etc.), said income shall be considered as part of this formula. Revenue shall be based upon annual revenues from the previous fiscal year collected for a specific property minus *any documented* expenses associated with the collection of said revenues (i.e. – excise tax, staff time, maintenance and repair of rentals, etc.).

(1) In the event the per-acre revenue generated by a specific property is equal to or greater than the M&O per-acre allocation, then the acreage from that property shall be excluded from the distribution formula at which time the M&O per-acre allocation amount will be adjusted accordingly. Such property's acres shall not contribute to its owner's allocation of any maintenance and operation funds as authorized by RCW 84.34.240. (For example, in 2012, Spokane County's Haynes Estate conservation futures property generated revenue greater than the \$47.11/acre allocation amount for this 97-acre property. Therefore, the 97 acres were removed from the 2012 allocation formula and the M&O per-acre allocation amount was adjusted from \$47.11 to \$47.99. The property's acres do not contribute to its owner's allocation of M&O funds.)

Language to be deleted in ~~strike through~~ and new language **bolded and underlined** as follows:

EXHIBIT A

POLICY REGARDING THE ALLOCATION OF MAINTENANCE AND OPERATION FUNDS FOR CONSERVATION FUTURES PROPERTIES

1. **Purpose.** RCW 84.34.240 permits Spokane County to utilize **25%** ~~15%~~ of the total collected in the preceding calendar year from the conservation futures tax under RCW 84.34.230 for the maintenance and operation of any conservation futures properties acquired with the conservation futures tax. The Board of County Commissioners is required to develop a process to help ensure distribution of the tax levied under RCW 84.34.230, over time, throughout the county. The Board of County Commissioners has determined that it is in the best interests of the citizens of Spokane County **to utilize the maximum allowable percentage of conservation futures tax revenues for maintenance and operation of conservation futures properties, currently that 25%.** ~~15% of the conservation futures tax revenues be utilized for the maintenance and operation of conservation futures properties.~~ The purpose of this policy is to provide for the appropriate distribution of these maintenance and operation funds among the various jurisdictions owning conservation futures properties in Spokane County that have been purchased with funds from the Spokane County Conservation Futures Fund No. 117.
2. **Definitions.** As used in this policy, the following terms are defined as follows:
 - a. **City.** Any municipal jurisdiction within Spokane County owning Conservation Futures Property as defined in section 2 (b) below.
 - b. **Conservation Futures Property.** Open space land, farm and agricultural land, and timber land as designated in chapter 84.34 RCW acquired by the County or a City with the taxes collected pursuant to RCW 84.34.230 for purposes of protecting, preserving, maintaining, improving, restoring, limiting the future use of, or otherwise conserving said property for the enjoyment of the public.
 - c. **County.** Spokane County.
 - d. **Maintenance and Operation (M&O).** Includes: (1) ordinary repair and upkeep of land, buildings, structures, equipment, trails, parking areas, and utilities necessary to keep a conservation futures property in a good, safe, usable, and operational condition for the enjoyment of the public; (2) activities related to protecting, preserving, maintaining, improving, restoring, limiting the future use

of, or otherwise conserving conservation futures property; (3) payment of the salaries of staff and employees involved in the maintenance and operation of conservation futures properties; and (4) the costs of advisory boards and commissions in connection with conservation futures properties.

3. Distribution Formula. The following steps shall be followed in allocating available maintenance and operation funds between the County and each City owning conservation futures properties within Spokane County:

- a. **Determination of Funds Available for Maintenance and Operation.** The funds available for the current year's M&O funding shall be determined utilizing monies from the conservation futures fund derived from all conservation futures tax revenues collected in the preceding year pursuant to RCW 84.34.230. The total available M&O funds available for the current fiscal year shall be determined by multiplying the preceding year's conservation futures tax revenues by 0.25 ~~0.15~~.
- b. **Listing of All Conservation Futures Properties.** The Spokane County Parks, Recreation and Golf Department shall annually list: (1) all County and City conservation futures properties; (2) the acreage for each property, and (3) the percentage of each property's acreage to the total eligible conservation futures acreage.
- c. **Total Eligible Conservation Futures Acreage.** The Spokane County Parks, Recreation and Golf Department shall determine total acreage for all conservation futures properties, excluding the acreage for any income-producing property as set forth below and excluding any acreage that is being maintained and operated by another public or private agency or organization at little or no cost to the owner, City or County (such as WA State Parks maintaining the Vanhorn, Edburg & Bass C.F. Property).
- d. **M&O Per-Acre Allocation.** The current year's allocation shall be determined by dividing the total funds available for maintenance and operation by the total eligible acreage of each City's and the County's conservation futures properties.
- e. **The County's Portion of Maintenance and Operation Funds** – shall be determined by: multiplying the total County eligible conservation futures acreage by the M&O per-acre allocation.

- f. **Each City's portion of Maintenance and Operation Funds** – shall be determined by multiplying the total of each City's eligible conservation futures acreage by the M&O per-acre allocation.
- g. **Maintenance and Operation Funds Allocated to Each Jurisdiction from Individual Conservation Futures Properties** – can be determined by multiplying each property's eligible acreage by the allocation amount per acre.
- h. **Adjustment for Income-Producing Properties.** In the event conservation futures properties provide a source of income (such as rental, paid easements, cell phone tower leases, etc.), said income shall be considered as part of this formula. Revenue shall be based upon annual revenues from the previous fiscal year collected for a specific property minus *any documented* expenses associated with the collection of said revenues (i.e. – excise tax, staff time, maintenance and repair of rentals, etc.).

(1) In the event the per-acre revenue generated by a specific property is equal to or greater than the M&O per-acre allocation, then the acreage from that property shall be excluded from the distribution formula at which time the M&O per-acre allocation amount will be adjusted accordingly. Such property's acres shall not contribute to its owner's allocation of any maintenance and operation funds as authorized by RCW 84.34.240. (For example, in 2012, Spokane County's Haynes Estate conservation futures property generated revenue greater than the \$47.11/acre allocation amount for this 97-acre property. Therefore, the 97 acres were removed from the 2012 allocation formula and the M&O per-acre allocation amount was adjusted from \$47.11 to \$47.99. The property's acres do not contribute to its owner's allocation of M&O funds.)

October 2nd

AGENDA SHEET FOR COMMISSIONER'S MEETING OF: _____, 2018

SUBMITTING DEPARTMENT: Parks, Recreation & Golf

CONTACT PERSON: Doug Chase / Paul Knowles *PK*

PHONE NUMBER: 477-2720 / 477-2188

CHECK TYPE OF MEETING ITEM BELOW:

BID OPENING: ☐

2:00 PM CONSENT AGENDA: ☒ _____

No. _____

5:00 PM LEGISLATIVE SESSION: ☐

BY LEAVE: (Item Title)

SPECIAL SESSION: (Item Title)

9:00 AM BOARD BRIEFING: ☐

BELOW FOR CLERKS USE ONLY:

Clerk's Resolution

Approved: (Majority – Unanimous) _____

Denied: (Majority – Unanimous) _____

Renews/Amends No. _____

Public Works No. **18-0724**

Purchasing Dept. No. _____

AGENDA TITLE: IN THE MATTER OF UPDATING THE POLICY REGARDING THE ALLOCATION OF MAINTENANCE AND OPERATION FUNDS FOR CONSERVATION FUTURES PROPERTIES.

RECOMMENDATION: Yes, please approve this "housekeeping" item.

BACKGROUND: In 2005 the Washington State Legislature amended the Conservation Futures legislation via RCW 84.34.240 to allow Counties to utilize up to 15% of Conservation Futures tax revenue collected under RCW 84.34.230 for the maintenance and operation of Conservation Futures Properties. At that time, the Board of County Commissioners for Spokane County (BoCC) determined that it was in the best interests of the citizens of Spokane County to utilize the maximum allowable percentage (15%) of the conservation futures tax revenues collected for maintenance and operation of conservation futures properties and therefore adopted the "Policy Regarding the Allocation of Maintenance and Operation Funds for Conservation Futures Properties," (Res. 05-0995). In 2013, the BoCC further refined and updated that policy (Res. 13-0387).

In 2015 and again in 2017, Spokane County worked with other jurisdictions, legislators and interested parties to support legislation that would increase the allowed percentage of Conservation Futures property tax revenue utilized for maintenance and operation of conservation futures properties to help ensure long-term care of these sites.

In 2017, the Washington State Legislature enacted Substitute House Bill 1820, which allows counties to utilize up to twenty-five percent (25%) of the annual conservation futures property tax revenue for maintenance and operations of real property acquired pursuant to the terms of RCW 84.34.210 and 84.34.220 if a county has; (a) acquired rights and interests in four hundred or more acres of real property with conservation futures funding or; (b) has collected a conservation futures levy for twenty or more years. Spokane County's Conservation Futures Program exceeds both benchmarks having acquired 7,790 acres of real property and have assessed the Conservation Futures property tax for 24 consecutive years.

- **Please see attached revised Policy Regarding Allocation of Maintenance and Operation Funds for Conservation Futures Properties.**

FISCAL IMPACT: Each year the per-acre allocation of funding available for the maintenance and operation of conservation futures properties has been determined by dividing the total number of eligible acres owned at the end of the year by 15% of the previous year's conservation futures tax collected. As an example, at 15% in 2016 the County retained \$256,013.72 of a total allocation of \$267,943.44 and distributed \$11,179.59 to the

City of Spokane and \$750.13 to the City of Cheney. In applying the adjustment (increasing from 15% to 25%) to our current 2018 allocation - the County will receive \$441,995.52 of a total M&O allocation of \$460,788.25 and will distribute \$17,747.22 to the City of Spokane and \$1,045.51 to the City of Cheney.

SIGNATURES: (Signatures must be completed before submitting to the Clerk of the Board).


1) Parks, Recreation & Golf Director

Ronald P. Arkills
Spokane County Board of Commissioners
County Clerk, 2018-2020
Spokane County Board of Commissioners
County Clerk, 2018-2020
2) Legal Department

☐ This item will need to be codified in the Spokane County Code.

Conservation Futures

Maintenance Research

Skagit County

Gores, Loni

From: Sarah Stoner <sstoner@co.skagit.wa.us>
Sent: Wednesday, June 22, 2022 2:57 PM
To: Gores, Loni
Subject: RE: Conservation Futures maintenance and operations procedure - Skagit

Hi Loni –

Skagit County Farmland Legacy does not use or designate CF funds for maintenance or operations of property, unless you consider “annual monitoring” to fall under those categories. Thanks for checking in about it, to include us.

FYI If anyone in your office would be appropriate to add / interested in our infrequent Skagit County Farmland Legacy updates (2-3x/year), please share their email address and thank you!

Sarah Stoner

Agricultural Lands Coordinator

Skagit County Public Works | (360) 416-1417 | sstoner@co.skagit.wa.us

[Farmland Legacy Program](#) *Preserving Skagit farmland since 1996*



From: Gores, Loni <loni.gores@clallamcountywa.gov>
Sent: Wednesday, June 22, 2022 7:55 AM
To: Sarah Stoner <sstoner@co.skagit.wa.us>
Cc: Gores, Loni <loni.gores@clallamcountywa.gov>
Subject: Conservation Futures maintenance and operations procedure - Skagit

CAUTION: This email originated from an external email address. Do not click links or open attachments unless you recognize the sender, you are expecting this email and attachments, and you know the content is safe.

Hi Sarah,

Hope you're doing well.

Clallam County Conservation Futures Chair requested I reach out to ask the following:

Other Counties

It would be nice to have some info with regards to the procedure other counties follow for the approval and disbursement of funds destined for the maintenance and operations of real property.

Any information you can give me from Skagit County would be much appreciated. We're looking to collect this information by June 30 if possible.

Thanks, Loni

Conservation Futures

Maintenance Research

Thurston County

Gores, Loni

From: Andrew Deffobis <andrew.deffobis@co.thurston.wa.us>
Sent: Wednesday, June 22, 2022 4:40 PM
To: Gores, Loni
Cc: Patty Roseto
Subject: RE: Conservation Futures Maintenance and Operation -Thurston Co.

Hello Loni,

Thank you for your e-mail. Thurston County does apply Conservation Futures funds to M&O of lands purchased with Futures funds. I coordinate the application review project and administer the Conservation Futures awards, but do not work directly with the Conservation Futures budget.

I am forwarding your e-mail to Patty Roseto (cc'd here), a senior management analyst in our Commissioners Office, who can connect you with more information about how M&O is handled from a budgeting perspective.

Regards,

Andrew Deffobis, Senior Planner
Thurston County Community Planning and Economic Development Department
2000 Lakeridge Drive SW
Olympia, WA 98502
Cell Phone: (360) 522-2593
Office Phone: (360) 786-5467
Fax: (360) 754-2939

From: Thurston County | Send Email <spout@co.thurston.wa.us>
Sent: Wednesday, June 22, 2022 7:50 AM
To: Andrew Deffobis <andrew.deffobis@co.thurston.wa.us>
Subject: Conservation Futures Maintenance and Operation -Thurston Co.

This email was created by the County Internet web server from the email masking system. Someone from the Public has requested to contact you with the following information:

To: **Andrew Deffobis**

Subject:

From: **Loni Gores - Clallam County Clerk of BOCC**

Email (if provided): loni.gores@clallamcountywa.gov

Phone: (if provided): **360-417-2256**

Message:

Andrew -Thurston County Coordinator:

Clallam County Conservation Futures Chair requested I reach out to ask the following:

Other Counties

It would be nice to have some info with regards to the procedure other counties follow for the approval and disbursement of funds destined for the maintenance and operations of real property.

Any information you can give me from Thurston County would be much appreciated. We're looking to collect this information by June 30 if possible.

Thanks, Loni

Gores, Loni

From: Patty Roseto <patty.roseto@co.thurston.wa.us>
Sent: Thursday, June 23, 2022 6:18 AM
To: Gores, Loni
Subject: RE: Conservation Futures Maintenance and Operation -Thurston Co.

Loni:

Each budget cycle, the County budgets 25% of the prior years property tax that was dedicated to Conservation Futures to the maintenance and operation for the Conservations Futures program as defined in RCW 84.34.240.

Our Public Works department will then request funds to cover their current year associated expenditures via an operating transfer.

Let me know if that answers your question.

Patty Roseto
Thurston County Commissioners' Office
Budget Division – Bldg. 1
2000 Lakeridge Dr. SW
Olympia, WA 98520
Patty.roseto@co.thurston.wa.us



From: Andrew Deffobis <andrew.deffobis@co.thurston.wa.us>
Sent: Wednesday, June 22, 2022 4:40 PM
To: Loni.gores@clallamcountywa.gov
Cc: Patty Roseto <patty.roseto@co.thurston.wa.us>
Subject: RE: Conservation Futures Maintenance and Operation -Thurston Co.

Hello Loni,

Thank you for your e-mail. Thurston County does apply Conservation Futures funds to M&O of lands purchased with Futures funds. I coordinate the application review project and administer the Conservation Futures awards, but do not work directly with the Conservation Futures budget.

I am forwarding your e-mail to Patty Roseto (cc'd here), a senior management analyst in our Commissioners Office, who can connect you with more information about how M&O is handled from a budgeting perspective.

Regards,

Andrew Deffobis, Senior Planner
Thurston County Community Planning and Economic Development Department
2000 Lakeridge Drive SW
Olympia, WA 98502

Cell Phone: (360) 522-2593
Office Phone: (360) 786-5467
Fax: (360) 754-2939

From: Thurston County | Send Email <spout@co.thurston.wa.us>
Sent: Wednesday, June 22, 2022 7:50 AM
To: Andrew Deffobis <andrew.deffobis@co.thurston.wa.us>
Subject: Conservation Futures Maintenance and Operation -Thurston Co.

This email was created by the County Internet web server from the email masking system. Someone from the Public has requested to contact you with the following information:

To: **Andrew Deffobis**

Subject:

From: **Loni Gores - Clallam County Clerk of BOCC**

Email (if provided): loni.gores@clallamcountywa.gov

Phone: (if provided): **360-417-2256**

Message:

Andrew -Thurston County Coordinator:

Clallam County Conservation Futures Chair requested I reach out to ask the following:

Other Counties

It would be nice to have some info with regards to the procedure other counties follow for the approval and disbursement of funds destined for the maintenance and operations of real property.

Any information you can give me from Thurston County would be much appreciated. We're looking to collect this information by June 30 if possible.

Thanks, Loni

Conservation Futures

Maintenance Research

King County

Gores, Loni

From: Lundin, Ingrid <Ingrid.Lundin@kingcounty.gov>
Sent: Tuesday, June 28, 2022 1:54 PM
To: Gores, Loni
Subject: RE: Conservation Futures - Maintenance procedure - King County

Thanks for checking in. King County doesn't use Conservation Futures funding for maintenance and operations at this time.

I'll be curious what you hear from other counties. I'd like to learn more to help inform future policy updates.

Thanks.



Ingrid Lundin (she/her/hers)
Conservation Futures Program Manager
Water and Land Resources Division
King County Department of Natural Resources and Parks
E: ingrid.lundin@kingcounty.gov
T: 206-477-4578
W: kingcounty.gov/conservationfutures



From: Gores, Loni <loni.gores@clallamcountywa.gov>
Sent: Tuesday, June 14, 2022 1:00 PM
To: Lundin, Ingrid <Ingrid.Lundin@kingcounty.gov>
Cc: Gores, Loni <loni.gores@clallamcountywa.gov>
Subject: Conservation Futures - Maintenance procedure - King County

[EXTERNAL Email Notice!] External communication is important to us. Be cautious of phishing attempts. Do not click or open suspicious links or attachments.

Hi Ingrid,

Clallam County Conservation Futures Chair requested I reach out to ask the following:

Other Counties

It would be nice to have some info with regards to the procedure other counties follow for the approval and disbursement of funds destined for the maintenance and operations of real property.

Any information you can give me from King County would be much appreciated. We're looking to collect this information by June 30 if possible.

Thanks, Loni

Gores, Loni

From: Ruth Jenkins <rej.north@gmail.com>
Sent: Wednesday, July 13, 2022 12:23 PM
To: Gores, Loni
Subject: Re: CF agenda and packet - July 13
Attachments: M&ObyCounty.docx

Hi Loni,
Sorry for the late notice. After review, I attach a table that summarizes other Counties' handling of M&O funds. Other committee members might appreciate it if you have time to distribute it.
!Ruth

On 7/1/2022 6:54 AM, Gores, Loni wrote:

CF Members,

Attached is the agenda and packet for the July 13 meeting.
Meetings are held in person and virtually. Call information is located at the top of the agenda and below.

If you plan to attend in person please let me know no later than Tuesday, July 12 if you'd like me to make a copy of the agenda packet for you.

Call information for meeting:

If you would like to participate in the meeting via Zoom audio only, call 253-215-8782 and use meeting ID: 875 561 7844 and passcode: 12345

If you would like to participate in the meeting via Zoom video conference, visit <https://zoom.us/j/8755617844> and use meeting ID: 875 561 7844 and passcode: 12345

See everyone on July 13! Happy 4th!

Loni

"My email address has changed! The new format is Loni.Gores@clallamcountywa.gov Please update my contact card as your earliest convenience, Thank you!"

*Loni Gores
Clerk of the Board
Commissioners Office
223 East 4th Street, Suite 4
Port Angeles, WA 98362
Phone: 360-417-2256*

County	%*	Applicant**	Use
Jefferson	15	Organizations owning real property purchased with CF money Requires >=50% match	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
Island	25%	Organizations owning real property purchased with CF money	Conservation Futures funds for maintenance and operation may not be used to supplant existing maintenance and operation funding for the property. An allocation for maintenance and operation may fund up to two (2) years activity. See pg 85 of our agenda for extensive details.
Pierce	25%	County Parks	Maintenance
Spokane	25%	County Parks Divide available funds by total acreage of all parks= Amount/acre available per park. Adjust amount for income-producing properties	(1) ordinary repair and upkeep of land, buildings, structures, equipment, trails, parking areas, and utilities necessary to keep a conservation futures property in a good, safe, usable, and operational condition for the enjoyment of the public; (2) activities related to protecting, preserving, maintaining, improving, restoring, limiting the future use of, or otherwise conserving conservation futures property; (3) payment of the salaries of staff and employees involved in the maintenance and operation of conservation futures properties; and (4) the costs of advisory boards and commissions in connection with conservation futures properties.
Skagit			Annual monitoring only
Thurston	25%	M&O of the CF program Public Works Dept	County Department applies for money via departmental transfer
King	0%		

- *% of CF money collected by the County in prior year
- **Prior projects funded by CF funds in the County.