



SPECIAL MEETING AGENDA

CLALLAM COUNTY CONSERVATION FUTURES PROGRAM ADVISORY BOARD

**223 East 4th Street, Room 150
Port Angeles, Washington
July 24, 2024 – 1:15 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: 810 8170 9022 and passcode: 12345

If you would like to participate in the meeting via Zoom video conference, visit <https://us06web.zoom.us/j/81081709022?pwd=dFpxSWRWblU0ajV5N2h6UER3L0h0UT09> and use meeting ID: 810 8170 9022 and passcode: 12345

This meeting can be viewed on a live stream at this link:
<https://www.clallamcountywa.gov/669/Live-Archived-Meetings-Online>

Public comment and questions can be directed to the Clerk of the Board at 360-417-2271 or enrique.valenzuela@clallamcountywa.gov

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 July 10, 2024

REPORTS AND PRESENTATIONS

BUSINESS ITEMS

- Approve grant agreements for Cameron Farm, Heifer Farm North and Heifer Farm South
- Bylaw change discussion

NEXT MEETING DATE – August 14, 2024

PUBLIC COMMENT – Please limit comments to three minutes

ADJOURNMENT



CLALLAM COUNTY CONSERVATION FUTURES PROGRAM ADVISORY BOARD Minutes of July 10, 2024

REGULAR MEETING OF THE CONSERVATION FUTURES PROGRAM ADVISORY BOARD

Chair Barbara Pappas called the meeting to order at 1:15 p.m., Wednesday, July 10, 2024. Also present were Laurel Hargis, Pat Willits, and Gabriel Bugarin. Adam Bernbaum was excused.

Ex-officio members: Cathy Lear. Robert Knapp, Randy Johnson, Kimberly Williams, Erika Lindholm, Clea Rome, Cathy Lear, Tom Sanford, and Vanessa Castle were excused. Kenneth Reandeau was also in attendance.

Call TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL

REQUEST FOR MODIFICATIONS/APPROVAL OF AGENDA

- Agenda approved

PUBLIC COMMENT

- None.

APPROVAL OF MINUTES

- Minutes June 12, 2024

ACTION TAKEN: Barbara Pappas motions to approve the June minutes amended to include Heifer Farm North Project Grant Agreement correction, Laurel Hargis seconds, no objections, motion carried.

REPORTS AND PRESENTATIONS

- None.

BUSINESS ITEMS

- Adopt approved 2024 bylaws.

ACTION TAKEN: Barbara Pappas motions to approve the resolution with no corrections, Pat Willits seconds, no objections, motion carried.

- Approve Project Grant Agreements for Cameron Farm Estates, Heifer Farm North, and Heifer Farm South.

ACTION TAKEN: Barbara Pappas motions to move this item to a special meeting pending information regarding parcels included in Heifer Farm North Project Grant Agreement, Laurel Hargis seconds, no objection, the motion is passed. A special meeting date will be set once the information regarding parcels included in the Heifer Farm North Project Grant Agreement has been received and proper public notice has been given.

NEXT MEETING DATE

- August 12, 2024, at 1:15 p.m.

PUBLIC COMMENT

- None.

ADJOURNMENT — Meeting adjourned at 1:41 p.m.

CLALLAM COUNTY CONSERVATION FUTURES PROGRAM
PROJECT GRANT AGREEMENT

Project Sponsor: North Olympic Land Trust, UBI # 601280483

Project Title: Cameron Farm Estates

Contract Number: 

Approval: Resolution No. 43

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 NORTH OLYMPIC LAND TRUST (Sponsor), a Washington nonprofit corporation, having as its physical address 319 S. Peabody Street, Unit B and having as its mailing address P.O. Box 2945, Port Angeles, Washington 98362.

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. 2022-55.

3. Grant Administration

The grant is administered by Clallam County Department of Community Development 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

North Olympic Land Trust shall implement a Conservation Futures Program project to acquire a grant deed of conservation easement for the 39-acre property known in the records of the Clallam County Assessor as Property ID#s 36745, 36746, 36747, 36748, 36761, 36762, 36763, and 36764 and as described in the March 11, 2024 Conservation Futures project application for the Cameron Farm Estates Project (**Exhibit A**) and as authorized by Resolution No. 43 (**Exhibit B**). Clallam County will review and approve the conservation easement prior to its purchase. The Sponsor will provide the final draft of the conservation easement to Clallam County for final review and Clallam County will provide comments and/or approval within 30 days of receipt. The grant deed of conservation easement shall preserve the subject property for agricultural use, forest management, and/or 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.

6. Period of Performance

The Project reimbursement period for acquisition expenses shall begin on May 7, 2024 and end on May 7, 2026. Work performed consistent with this Agreement during its term, but prior to the adoption of this Agreement, is hereby ratified.

7. Annual Monitoring Reporting Required.

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

8. Project Funding

Payments for completed tasks shall be made no more frequently than monthly.

Each request for payment shall be supported by a detailed invoice specifying the payment amount requested. In no event shall payment be sought in an amount in excess of the amount allocated in Section 9 of this contract.

9. The total grant award provided by the Conservation Futures Fund for the Project shall not exceed \$630,000. The Conservation Futures Fund shall not pay any amount beyond that approved in this Agreement for funding of the Project.

10. Unexpended Project Allocations

Should unexpended 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 60 days.

11. 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.

12. 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. Except to the extent of County 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.

13. 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.

Certificates of coverage as required by this section shall be delivered to the County within sixty (60) 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.

14. Independent Contractor

The Sponsor is an independent contractor with respect to the services provided pursuant to this Agreement. The Sponsor is not 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 Sponsor's own activities and over all of its subcontractors, employees, agents and representatives in providing the agreed services in accordance with the specifications set out in this Agreement. Neither Sponsor nor any employee of Sponsor shall be entitled to any benefits accorded County employees by virtue of the services provided under this Agreement. The County shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Sponsor, or any employee of Sponsor. The Sponsor agrees to file all necessary governmental documents, including appropriate tax returns, reflecting income status as an independent contractor for services rendered to the County under this Agreement.

15. No Assignment

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

16. Ownership and Use of Documents

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

17. Compliance with Applicable Statutes, Rules, and 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.

18. No Harassment or Discrimination

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

19. Sponsor's Accounting Books and Records

The Sponsor shall maintain complete financial records relating to this Agreement and the services rendered including all books, records, documents, receipts, invoices, and all other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect cost of any nature expended in the performance of this Agreement. The Sponsor's records and accounts pertaining to this Agreement are to be kept available for inspection by the Office of the State Auditor, federal auditors, the 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.

20. Licensing, Accreditation and Registration

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

21. Disputes

Except as otherwise provided in this Agreement, when a bona fide dispute arises between 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 Coordinator of Conservation Futures Program Advisory Board, Enrique Valenzuela, Clallam County Department of Community Development, 223 East 4th Street, Suite 5, Port Angeles, WA 98362, within thirty (30) 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.

22. 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.

23. Termination for Convenience

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

24. Assignment

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

25. No Waiver

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

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

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

26. County Does Not Assume Additional Duties

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

27. Agreement Representatives

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

Sponsor Contact

Mike Auger
Conservation Director
North Olympic Land Trust
P.O. Box 2945
Port Angeles, Washington 98362

Conservation Futures Program Contact

Enrique Valenzuela
Clallam County Department of Community
Development
223 East 4th Street Suite 5
Port Angeles, WA 98362

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

28. Entire Agreement

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

29. Severability

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

30. Survival

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

31. Binding on Successors, Heirs and Assigns

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

32. No Third-party Beneficiaries

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

33. Signature in Counterparts

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

34. Facsimile and Electronic Signatures

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

35. Public Records Act

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

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

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

36. Effective Date of this Agreement

This Agreement shall be effective upon signing by all parties.

37. Controlling Law

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

38. Order of Precedence.

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

39. Force Majeure

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

40. Attachments

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

41. Representations and Warranties

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

DATED this _____ day of _____, 20_____.

(SIGNATURES FOLLOW ON THE NEXT PAGE)

CLALLAM COUNTY WASHINGTON

Board of County Commissioners
Clallam County, Washington

By: _____
Mike French, Chair Date

By: _____
Randy Johnson, Commissioner Date

By: _____
Mark Ozias, Commissioner Date

SEAL:

ATTEST:

Loni Gores Date
Clerk of the Board

Approved as to form only:

Dee Boughton Date
Attorney, Clallam County

North Olympic Land Trust

By: _____
Signature

Name: Erika Lindholm

Title: Acting Executive Director

Date: _____

APPENDIX A

Scope of Work

North Olympic Land Trust, as project sponsor “Sponsor,” shall perform the following tasks in order to implement the Dungeness Hub Farm Project:

Task 1: Acquire Grant Deed of Conservation Easement

Sponsor shall acquire a grant deed of conservation easement on the subject property, Property ID#s 36745, 36746, 36747, 36748, 36761, 36762, 36763, and 36764, and as described in the March 11, 2024 Conservation Futures project application for the Cameron Farm Estates Project (**Exhibit B**), that incorporates approved Conservation Futures Program language, including the language in section 5 of this Agreement.

Deliverable 1a: Final draft grant deed of conservation easement

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

Deliverable 2c: Recorded grant of conservation easement deed

Task 2: Baseline Documentation Report

Sponsor shall provide a plan for stewardship, in the form of a Baseline Documentation Report.

Deliverable 2a: Electronic copy of Baseline Documentation Report.

Task 3: Annual Monitoring Reports

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 3a: Completed annual reports.

Exhibit A

Conservation Futures Project Application

Exhibit B

Resolution No. 43

CLALLAM COUNTY CONSERVATION FUTURES PROGRAM
PROJECT GRANT AGREEMENT

Project Sponsor: North Olympic Land Trust, UBI # 601280483

Project Title: Heifer Farm North

Contract Number: 

Approval: Resolution No. 43

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 NORTH OLYMPIC LAND TRUST (Sponsor), a Washington nonprofit corporation, having as its physical address 319 S. Peabody Street, Unit B and having as its mailing address P.O. Box 2945, Port Angeles, Washington 98362.

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3. Grant Administration

The grant is administered by Clallam County Department of Community Development 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

North Olympic Land Trust shall implement a Conservation Futures Program project to acquire a grant deed of conservation easement for the 84.94-acre property known in the records of the Clallam County Assessor as Property ID#s 45126, 45127, 81864, 45129, 45131, 45146, 45136, 45137, 45138, 45147, 45148, 45149, 33428, 33429, 33431, 33427 and 33430 and as described in the March 11, 2024 Conservation Futures project application for the Heifer Farm North Project (**Exhibit A**) and as authorized by Resolution No. 43 (**Exhibit B**). Clallam County will review and approve the conservation easement prior to its purchase. The Sponsor will provide the final draft of the conservation easement to Clallam County for final review and Clallam County will provide comments and/or approval within 30 days of receipt. The grant deed of conservation easement shall preserve the subject property for agricultural use, forest management, and/or 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.

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The Project reimbursement period for acquisition expenses shall begin on May 7, 2024 and end on May 7, 2026. Work performed consistent with this Agreement during its term, but prior to the adoption of this Agreement, is hereby ratified.

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Payments for completed tasks shall be made no more frequently than monthly.

Each request for payment shall be supported by a detailed invoice specifying the payment amount requested. In no event shall payment be sought in an amount in excess of the amount allocated in Section 9 of this contract.

9. The total grant award provided by the Conservation Futures Fund for the Project shall not exceed \$1,400,000. The Conservation Futures Fund shall not pay any amount beyond that approved in this Agreement for funding of the Project.

10. Unexpended Project Allocations

Should unexpended 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 60 days.

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12. 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. Except to the extent of County 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.

13. Insurance

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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.

Certificates of coverage as required by this section shall be delivered to the County within sixty (60) 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.

14. Independent Contractor

The Sponsor is an independent contractor with respect to the services provided pursuant to this Agreement. The Sponsor is not 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 Sponsor's own activities and over all of its subcontractors, employees, agents and representatives in providing the agreed services in accordance with the specifications set out in this Agreement. Neither Sponsor nor any employee of Sponsor shall be entitled to any benefits accorded County employees by virtue of the services provided under this Agreement. The County shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Sponsor, or any employee of Sponsor. The Sponsor agrees to file all necessary governmental documents, including appropriate tax returns, reflecting income status as an independent contractor for services rendered to the County under this Agreement.

15. No Assignment

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

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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 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.

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

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Except as otherwise provided in this Agreement, when a bona fide dispute arises between 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 Coordinator of Conservation Futures Program Advisory Board, Enrique Valenzuela, Clallam County Department of Community Development, 223 East 4th Street, Suite 5, Port Angeles, WA 98362, within thirty (30) 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](#).

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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.

23. Termination for Convenience

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

24. Assignment

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

25. No Waiver

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

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

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

26. County Does Not Assume Additional Duties

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

27. Agreement Representatives

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

Sponsor Contact

Mike Auger
Conservation Director
North Olympic Land Trust
P.O. Box 2945
Port Angeles, Washington 98362

Conservation Futures Program Contact

Enrique Valenzuela
Clallam County Department of Community
Development
223 East 4th Street Suite 5
Port Angeles, WA 98362

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

28. Entire Agreement

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

29. Severability

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

30. Survival

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

31. Binding on Successors, Heirs and Assigns

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

32. No Third-party Beneficiaries

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

33. Signature in Counterparts

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

34. Facsimile and Electronic Signatures

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

35. Public Records Act

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

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

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

36. Effective Date of this Agreement

This Agreement shall be effective upon signing by all parties.

37. Controlling Law

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

38. Order of Precedence.

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

39. Force Majeure

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

40. Attachments

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

41. Representations and Warranties

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

DATED this _____ day of _____, 20_____.

(SIGNATURES FOLLOW ON THE NEXT PAGE)

CLALLAM COUNTY WASHINGTON

Board of County Commissioners
Clallam County, Washington

By: _____
Mike French, Chair Date

By: _____
Randy Johnson, Commissioner Date

By: _____
Mark Ozias, Commissioner Date

SEAL:

ATTEST:

Loni Gores Date
Clerk of the Board

Approved as to form only:

Dee Boughton Date
Attorney, Clallam County

North Olympic Land Trust

By: _____
Signature

Name: Erika Lindholm

Title: Acting Executive Director

Date: _____

APPENDIX A

Scope of Work

North Olympic Land Trust, as project sponsor “Sponsor,” shall perform the following tasks in order to implement the Dungeness Hub Farm Project:

Task 1: Acquire Grant Deed of Conservation Easement

Sponsor shall acquire a grant deed of conservation easement on the subject property, Property ID#s 45126, 45127, 81864, 45129, 45131, 45146, 45136, 45137, 45138, 45147, 45148, 45149, 33428, 33429, 33431, 33427 and 33430 and as described in the March 11, 2024 Conservation Futures project application for the Heifer Farm North Project (**Exhibit B**), that incorporates approved Conservation Futures Program language, including the language in section 5 of this Agreement.

Deliverable 1a: Final draft grant deed of conservation easement

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

Deliverable 2c: Recorded grant of conservation easement deed

Task 2: Baseline Documentation Report

Sponsor shall provide a plan for stewardship, in the form of a Baseline Documentation Report.

Deliverable 2a: Electronic copy of Baseline Documentation Report.

Task 3: Annual Monitoring Reports

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 3a: Completed annual reports.

Exhibit A

Conservation Futures Project Application

Exhibit B

Resolution No. 43

CLALLAM COUNTY CONSERVATION FUTURES PROGRAM
PROJECT GRANT AGREEMENT

Project Sponsor: North Olympic Land Trust, UBI # 601280483

Project Title: Heifer Farm South

Contract Number: 

Approval: Resolution No. 43

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 NORTH OLYMPIC LAND TRUST (Sponsor), a Washington nonprofit corporation, having as its physical address 319 S. Peabody Street, Unit B and having as its mailing address P.O. Box 2945, Port Angeles, Washington 98362.

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. 2022-55.

3. Grant Administration

The grant is administered by Clallam County Department of Community Development 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

North Olympic Land Trust shall implement a Conservation Futures Program project to acquire a grant deed of conservation easement for the 48.65-acre property known in the records of the Clallam County Assessor as Property ID#s 33443, 33446, 33447, 33473, 33449, 33474, 33472, and 33450 and as described in the March 11, 2024 Conservation Futures project application for the Heifer Farm South Project (**Exhibit A**) and as authorized by Resolution No. 43 (**Exhibit B**). Clallam County will review and approve the conservation easement prior to its purchase. The Sponsor will provide the final draft of the conservation easement to Clallam County for final review and Clallam County will provide comments and/or approval within 30 days of receipt. The grant deed of conservation easement shall preserve the subject property for agricultural use, forest management, and/or 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.

6. Period of Performance

The Project reimbursement period for acquisition expenses shall begin on May 7, 2024 and end on May 7, 2026. Work performed consistent with this Agreement during its term, but prior to the adoption of this Agreement, is hereby ratified.

7. Annual Monitoring Reporting Required.

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

8. Project Funding

Payments for completed tasks shall be made no more frequently than monthly.

Each request for payment shall be supported by a detailed invoice specifying the payment amount requested. In no event shall payment be sought in an amount in excess of the amount allocated in Section 9 of this contract.

9. The total grant award provided by the Conservation Futures Fund for the Project shall not exceed \$630,000. The Conservation Futures Fund shall not pay any amount beyond that approved in this Agreement for funding of the Project.

10. Unexpended Project Allocations

Should unexpended 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 60 days.

11. 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.

12. 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. Except to the extent of County 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.

13. 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;
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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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Provided it does not result in a material change in the terms of this Agreement, if any provision of this Agreement or the application of this Agreement to any person or circumstance shall be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement and the application this Agreement shall not be affected and shall be enforceable to the fullest extent permitted by law.

30. Survival

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

31. Binding on Successors, Heirs and Assigns

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

32. No Third-party Beneficiaries

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

33. Signature in Counterparts

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

34. Facsimile and Electronic Signatures

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

35. Public Records Act

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

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

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

36. Effective Date of this Agreement

This Agreement shall be effective upon signing by all parties.

37. Controlling Law

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

38. Order of Precedence.

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

39. Force Majeure

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

40. Attachments

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

41. Representations and Warranties

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

DATED this _____ day of _____, 20_____.

(SIGNATURES FOLLOW ON THE NEXT PAGE)

CLALLAM COUNTY WASHINGTON

Board of County Commissioners
Clallam County, Washington

By: _____
Mike French, Chair Date

By: _____
Randy Johnson, Commissioner Date

By: _____
Mark Ozias, Commissioner Date

SEAL:

ATTEST:

Loni Gores Date
Clerk of the Board

Approved as to form only:

Dee Boughton Date
Attorney, Clallam County

North Olympic Land Trust

By: _____
Signature

Name: Erika Lindholm

Title: Acting Executive Director

Date: _____

APPENDIX A

Scope of Work

North Olympic Land Trust, as project sponsor “Sponsor,” shall perform the following tasks in order to implement the Dungeness Hub Farm Project:

Task 1: Acquire Grant Deed of Conservation Easement

Sponsor shall acquire a grant deed of conservation easement on the subject property, Property ID#s 33443, 33446, 33447, 33473, 33449, 33474, 33472, and 33450 and as described in the March 11, 2024 Conservation Futures project application for the Heifer Farm South Project (**Exhibit B**), that incorporates approved Conservation Futures Program language, including the language in section 5 of this Agreement.

Deliverable 1a: Final draft grant deed of conservation easement

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

Deliverable 2c: Recorded grant of conservation easement deed

Task 2: Baseline Documentation Report

Sponsor shall provide a plan for stewardship, in the form of a Baseline Documentation Report.

Deliverable 2a: Electronic copy of Baseline Documentation Report.

Task 3: Annual Monitoring Reports

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 3a: Completed annual reports.

Exhibit A

Conservation Futures Project Application

Exhibit B

Resolution No. 43

CLALLAM COUNTY

Conservation Futures Program Advisory Board

Bylaws

Article I-Object

These Bylaws are promulgated and enacted by the Conservation Futures Program Advisory Board (or "CFPAB") for the governance of the CFPAB.

Article II-Precedence

These Bylaws have been generated and approved in accordance with RCW 84.34.230 and Chapter 5.45 of the Clallam County Code. To the extent any text of these Bylaws is determined to be in conflict with either the state law or the County Code the text of the state law and/or County Code will be controlling. These Bylaws also expressly recognize that state law and County Code may, in the future, be the subject of amendment. Those amended state laws and/or County Code will also be controlling.

Article III-Membership and Terms

- A. The CFPAB shall have as many "voting members" as are listed in County Code §5.45.050.
- B. "Voting members" shall be appointed to terms of differing lengths in order to stagger the occasions when the position becomes vacant.
- C. There shall initially be appointed five (5) "voting members," and each such member shall be given a Position number, 1-5
 - a. The appointee holding Position Number 1 will have a term ending December 31, 2024
 - b. The appointees holding Positions Number 2 and 3 will have a term ending December 31, 2023
 - c. The appointees holding Position Number 4 and 5 will have a term ending December 31, 2022
 - d. The term of any person appointed to fill a mid-term vacancy will end upon the date chosen for the normal expiration of that term and the person so appointed mid-term shall be eligible for re-appointment to a full term.
- D. The appointment of "members" to the CFPAB will occur in accordance with County Code §5.45.050.
- E. There shall be "ex officio" (non-voting) "members" of the CFPAB as described in County Code §5.45.050.
- F. A full term shall be four (4) years in length and no longer.
- G. Clallam County will appoint one person from the Department of Community Development to serve as the Administrative Assistant for the CFPAB.

- H. An attorney from the Prosecuting Attorney's Office will provide legal advice and consultation to the CFPAB in its role as an advisory Board to the County Commission BUT not to individual CFPAB members.

Article IV- Purpose of Conservation Futures Program

The purpose of the Conservation Futures Fund is to acquire interests and/or rights in real property in order to maintain, preserve, conserve and otherwise continue in existence adequate open space lands for the production of food, fiber and forest crops, and to assure the use and enjoyment of natural resources and scenic beauty for the economic and social well-being of the county and its citizens.

Amounts placed in the conservation futures fund shall be used to acquire rights and/or interests in farm and agricultural land, open space land, timberland, and public access to water on a voluntary basis, as established in Chapter [84.34](#) RCW and for the maintenance and operation of any property acquired with these funds. The purpose is to protect, preserve, maintain, improve, restore, limit the future use of, or otherwise conserve the property for public use or enjoyment. Included are debt issuances and debt service costs related to bond monies and repayment in instances where bonds are issued to further these purposes.

The amount of revenue used for maintenance and operations of real property, the rights and/or interests of which were acquired pursuant to the terms of RCW [84.34.210](#) and [84.34.220](#), i.e., Conservation Futures Funding, may not exceed fifteen percent of the total amount collected from the tax levied under RCW [84.34.230](#) in the preceding calendar year. Revenues from this tax may not be used to supplant existing maintenance and operation funding.

All monies collected during the initial 10-year period shall be expended for the conservation of farm and agricultural land.

Article V-Duties of the CFPAB

The CFPAB shall recommend to the Board of County Commissioners criteria for selection of the projects to be funded.

The CFPAB shall also make annual or more frequent recommendations to the Board of County Commissioners for projects to be funded as part of the conservation futures program.

The CFPAB shall develop strategic, long-term plans for the program.

Article VI-Meetings

- A. Regular meetings of the CFPAB shall be held on dates established at the first meeting of the CFPAB and shall be noticed and conducted in a manner consistent with Ch. 42.30 RCW, the Open Public Meetings Act.
- B. At the first meeting of the CFPAB, the "members" shall elect from among the "voting members" a chairperson to run the meetings and organize, with the assistance of the CFPAB's Administrative Assistant, the agenda for the meetings.
- C. Special meetings of the CFPAB may be called by the Chair of the CFPAB and shall be noticed and conducted in a manner consistent with Ch. 42.30 RCW, the Open Public Meetings Act.
- D. The CFPAB meetings and meetings of a CFPAB committee shall be open to the public and members of the media and shall occur in a location that is handicapped accessible.
- E. Public input at CFPAB meetings and committee meetings shall be limited to that time on the meeting agenda set aside for public input.
- F. Unless otherwise established by the Chair of the CFPAB, public input (oral testimony) will be limited to three minutes per speaker until such time as all persons wishing to speak have spoken or waived their right to speak, at which time a prior speaker may again speak for not more than two minutes.
- G. CFPAB meetings will be held in compliance with all health and safety requirements in effect at the time of the meeting.
- H. An attendance record of all CFPAB meetings and committee meetings shall be kept.

Article VII- Agenda format

While the Chair has full discretion to establish the agenda for any and all CFPAB meetings, the following "Order of Business" is offered as a default or template agenda format for possible use:

- Open the meeting at the time set
- Pledge of allegiance
- Roll call
- Approval of minutes from prior meeting
- Adoption of agenda
- Review correspondence or communications received by CFPAB
- Unfinished business
- New business
- Public comment
- Announce date for next meeting
- Adjourn

Article VIII-Quorum

- A. Except as otherwise specifically provided in these Bylaws, the attendance (either in person or electronically) of a simple majority of “voting members” of the CFPAB at the CFPAB meeting shall constitute a quorum for the transaction of business.

Article IX-Voting

- A. A majority vote of the CFPAB members present and forming a quorum shall be sufficient for adoption of any motion, including recommendations to the County Commission.
- B. There shall be no secret ballots.

Article X-Adoption by the CFPAB of amendments

- A. At any meeting of the CFPAB where a quorum (as defined in Article VIII above) is present the CFPAB may, by a majority affirmative vote, change these Bylaws.
- B. At any meeting of the CFPAB where a quorum (as defined in Article VIII above) is present the CFPAB may, by a majority affirmative vote, change the criteria by which it ranks and evaluates candidates seeking funds from the Conservation Futures Program. However, such changes in the criteria are only recommendations and do not amend the criteria unless the amendment or revision is also approved by the County Commission.
- C. Any amendment suggested pursuant to Sections A and B of this Article must be on the Agenda of one CFPAB meeting and may not be approved or rejected until the next “regular” meeting of the CFPAB in order to provide time for review and consideration of the proposed amendment.

Article XI: Public Hearings

- A. The CFPAB has authority to hold such public hearings as it deems necessary at a time, date and place chosen by the Chair and arranged by the Administrative Assistant.
- B. Such hearings shall be noticed and held in compliance with the Open Public Meetings Act.
- C. If such public hearings are to be held, the CFPAB is encouraged to hold them in diverse locations reflecting the population of the county that resides in the western, central and eastern regions of this County.

Article XII Vacancies

Any vacancies in the CFPAB shall be filled by the decision of the County Commission as decided in a public meeting. If needed, and if applicable, the County Commission may enter into Executive Session pursuant to RCW 42.30.110(1) in order to complete the work of declaring the existence of a vacancy or filling a vacancy.

Article XIII Separate Rules document

Upon motion, and with 3 or more affirmative votes, the CFPAB may propose and adopt a separate document to be known as the "Rules." If such a document is adopted, and a conflict arises between these Bylaws and the 2020 Rules, the text of the Bylaws shall prevail.

Adopted by the Conservation Futures Program Advisory Board this 10th day of July, 2024.

Barbara Pappas: Chair – Conservation Futures Program Advisory Board