



**SNOHOMISH COUNTY
CONSERVATION FUTURES PROGRAM**

APPLICATION FOR CONSERVATION FUTURES FUNDS

**PROGRAM YEAR 2023
GRANT ROUND 1**

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INTRODUCTION

The [Snohomish County Conservation Futures Program](#) (the “SCCFP”) was started in 1988 as a mechanism for distributing Conservation Futures Property Tax Funds for the preservation of open space land, farm and agricultural land, and timberland as authorized by [RCW 84.34.230](#). The purpose of the SCCFP is to acquire interests or rights in real property for the preservation of open space land, farm and agricultural land, and timberland per [SCC 4.14.010](#). A maximum amount of \$10,000 million dollars may be available for distribution in 2023 for these purposes.

PROGRAM REQUIREMENTS

Please note the following requirements for the SCCFP grant process:

1. A Preliminary Title Report is required with all applications, for each property proposed to be acquired.
2. Applicants may be determined ineligible for application for SCCFP funding if they are determined to be out of compliance with prior SCCFP projects (see Allocation Policies).
3. Funding for awarded projects will be provided on a reimbursable basis only, following project completion, and will be limited to the amount allocated by County Council, or that percentage of the total project cost, as indicated in the original grant application for Conservation Futures funding, whichever is less. Documentation of match and total project costs will be required. Exceptions to the requirement that funding is only provided as a reimbursement may be allowed on a case-by-case basis. If this is an anticipated need, applicants should check with staff prior to applying.
4. A Boundary Line Survey will be required for all successful acquisitions and must be submitted as part of project close out.

ALLOCATION POLICIES

1. Snohomish County will allocate Conservation Futures Program funds on a competitive basis through an application and evaluative project selection process.
2. Matching funds are encouraged but not required.
3. Funding to successful awardees is provided only on a reimbursable basis once the project is complete. Exceptions to this policy may be considered on a case-by-case basis and applicants should check with staff prior to applying.
4. Projects may be funded at a level below the amount requested by the project sponsor, as recommended by the Snohomish County Conservation Futures Program Advisory Board (the “CFPAB”) and forwarded through the County Executive to the Snohomish County Council for review and final consideration for funding approval.
5. Prior fund recipients that have been determined to be out of compliance with prior project Interlocal or Acquisition Agreements and/or property Conservation Easements, shall not be eligible to apply for additional funding until the compliance issue is corrected to the satisfaction of Snohomish County.

6. Projects that can be completed and closed within 24 months of formal County approval will be given priority for funding approval.

APPLICATION SUBMISSION AND DUE DATES

Grant applications and accompanying attachments must be submitted no later than 5:00 p.m., Friday, August 18, 2023. Submissions received after the 5:00 p.m., Friday, August 18, 2023, due date will not be accepted. Final grant applications shall be submitted by mail, attention David McConnell, or electronically to david.mcconnell@snoco.org. If submitting by mail, the submittal must arrive by the submission deadline. Mailed submittals shall consist of eight double sided color copies of the application, and all attachments, along with one digital copy (.pdf). **No hand-delivered submissions will be accepted.** Detailed instructions for completing the application are found within this package. An editable (.docx) version of this document is available on the Conservation Futures program [webpage](#).

****PLEASE NOTE**** The board meeting and grant presentations may be held via Zoom or may be held in person. Applicants will be notified prior to the scheduled meeting of the meeting method.

STAFF CONTACTS

Questions, comments, and application submittals should be directed to Kye Iris, Sharon Swan or David McConnell at the contact information below:

<p>Kye Iris, Snohomish County Staff Contact Phone (425) 388-6623 E-mail kye.iris@snoco.org Snohomish County Conservation Futures Program 6705 Puget Park Drive Snohomish, WA 98296-4214</p>	<p>Sharon Swan, Snohomish County Staff Contact Phone (425) 388-6616 E-mail sharon.swan@snoco.org Snohomish County Conservation Futures Program 6705 Puget Park Drive Snohomish, WA 98296-4214</p>
<p>David McConnell, Snohomish County Staff Contact Phone (425) 388-6627 E-mail david.mcconnell@snoco.org Snohomish County Conservation Futures Program 6705 Puget Park Drive Snohomish, WA 98296-4214</p>	

OVERVIEW OF SCCFP GRANT PROGRAM REQUIREMENTS

ELIGIBLE APPLICANTS

Eligible applicants include cities, towns, county agencies and conservation organizations as defined below by RCW [84.34.210](#):

Any county, city, town, metropolitan park district, metropolitan municipal corporation, nonprofit historic preservation corporation as defined in RCW [64.04.130](#), or nonprofit nature conservancy corporation or association, as such are defined in RCW [84.34.250](#), may acquire by purchase, gift, grant, bequest, devise, lease, or otherwise, except by eminent domain, the fee simple or any lesser interest, development right, easement, covenant, or other contractual right necessary to protect, preserve, maintain, improve, restore, limit the future use of, or otherwise conserve, selected open space land, farm and agricultural land, and timberland as such are defined in chapter [84.34](#) RCW for public use or enjoyment. Among interests that may be so acquired are mineral rights. Any county, city, town, metropolitan park district, metropolitan municipal corporation, nonprofit historic preservation corporation as defined in RCW [64.04.130](#), or nonprofit nature conservancy corporation or association, as such are defined in RCW [84.34.250](#), may acquire such property for the purpose of conveying or leasing the property back to its original owner or other person under such covenants or other contractual arrangements as will limit the future use of the property in accordance with the purposes of chapter 243, Laws of 1971 ex. sess.

ELIGIBLE PROJECTS

For proposals to be eligible for consideration and funding, they should conform to the criteria listed below:

1. Snohomish County Conservation Futures Program funding can only be used for the acquisition of real property, easements, covenants, or other contractual rights necessary to protect, preserve, maintain, improve, restore, limit the future use of, or otherwise conserve, selected open space land, farm and agricultural land, and timberland as defined in Chapter RCW [84.34](#) (“Protected Property”). Other sources of revenue may be used to improve properties acquired with Conservation Futures Program funds, provided the improvements are within the intent of the statute.
2. Proposed acquisitions in urban areas shall be no smaller than 1 acre minimum in an urban area retained in its natural state and open to the public (RCW [84.34.020](#)).
3. Any improvements to the Protected Property shall be limited to those which meet the requirements and intent of RCW [84.34.200-220](#). Allowed improvements include, but are not limited to, trails, interpretive centers, viewpoints, picnicking facilities, access, restrooms and restoration projects. Certain recreational improvements are prohibited. Such improvements include, but are not limited to, ball fields, use by motorized vehicles, swimming pools and recreation centers.

NOTE: Please be advised that the use of *eminent domain* in the acquisition of property with Conservation Futures Program funds is expressly *forbidden* by statute (RCW [84.34.220](#)). Projects must be purchased from a willing seller.

PROJECT ELIGIBILITY GUIDELINES

All projects will be reviewed to assure that they fall under eligibility guidelines meeting the following criteria:

1. Does the property fall within the definitions of open space, farm and agricultural land, or timberland as defined in RCW [84.34.020](#)?
2. Does the sponsoring agency have a guaranteed plan or program to manage and maintain the property to preserve those characteristics that make the property eligible for Conservation Futures Program funding?
3. Does the proposed project secure property rights in perpetuity, which meet the intents of RCW [84.34.200](#)?
4. Is the proposed property free of any and all encumbrances (e.g. covenants, conditions and restrictions that prohibit public access), which would result in the acquisition not aligning with the intents of RCW [84.34.200](#)?

AWARDEE REQUIREMENTS

Following project award, an Interlocal Cooperation Agreement, or other similar contractual document for non-governmental organizations, will be required of all SCCFP grant awardees and will contain provisions for submittal of an initial site inventory as well as requirement for placement of a conservation easement on property acquired with Conservation Futures funding. A standard Interlocal Agreement template, with incorporated conservation easement template, is provided for reference (Attachment 3). For non-governmental organizations, a similar form of agreement will be required that addresses the same agreement requirements, including execution of a conservation easement.

Some modifications to the standard templates (agreement and conservation easement) may be allowed on a case-by-case basis and it is anticipated that agricultural projects will require an alternative form of easement. If the applicant foresees a need for modifications to either template, they should check with Conservation Futures program staff prior to applying, in order to identify any potential issues.

Please note that funding will be provided only on a reimbursable basis after the full project has been completed.

APPLICATION MATERIALS

Project application materials are located within the Attachment section of this document. Attachment 1 consists of all materials to be submitted with the completed application and includes a submittal checklist, project application and cost worksheet. All portions of the application *must* be completely filled out and applicants should address all the questions thoroughly, including justification for responses. Attachment 2 provides application scoring criteria and is for information purposes only. Please review materials thoroughly and fully address all criteria.

DECISION MAKING PROCESS

REVIEW PROCESS

Application packages will be available on Friday, April 21, 2023 and completed final application packets are due on Friday, August 18, 2023 at 5:00 p.m. The CFPAB application review meeting has been scheduled for August 30, 2023 at 5:30 p.m., for review of applicant presentations. The meeting may be continued to a second day, if many applications are received, or there is need for additional time for Board consideration of proposals.

****PLEASE NOTE**** The application review process has not been fully determined. The board meeting and grant presentations may be virtual via Zoom or may be held in person. Applicants will be notified prior to the scheduled time of meeting details.

Presentations: Applicants will be asked to give a short presentation of approximately 7 minutes with 5 additional minutes for questions at the application review meeting and address questions from the CFPAB. Presentations should highlight the key aspects of the project and address any new information/considerations related to the proposal that have emerged since project application. Please summarize for the board the most important highlights of the grant proposal!

Projects will be reviewed by the CFPAB and ranked at the August 30, 2023 meeting for possible funding. Funding recommendations will then be sent through the Snohomish County Executive to the Snohomish County Council for review and final consideration of funding approval.

EVALUATION CRITERIA

Evaluation of projects will be based on the materials found in the Grant Application package (Attachment 1) and presentations/questions at the CFPAB March meeting. The Evaluation Criteria (Attachment 2) provides information on how the applications will be evaluated for each question. Be sure to thoroughly address each question and provide supporting evidence and documentation.

ANTICIPATED TIMELINE

Below is the anticipated timeline for the CFPAB grant process:

1. Grant application packets will be available on Friday, April 21, 2023.
2. Completed applications shall be due no later than Friday, August 18, 2023, at 5:00 p.m.
3. CFPAB will hear 5-minute grant application presentations and may ask clarifying questions at the application review meeting scheduled 5:30 p.m., Wednesday, August 30, 2023.
4. CFPAB makes final recommendations through the County Executive to Snohomish County Council for review and final consideration (September 2023; actual timing TBD).

5. Interlocal Cooperation Agreements, or other agreement format for non-governmental agencies, will accompany the grant award letter for execution by both parties and are anticipated to be sent following Council project approval by the end of December 2023.

ATTACHMENTS

Attachment 1: Grant Application Package

- Submittal Checklist
- Application
- Cost Worksheet

Attachment 2: Evaluation Criteria

Attachment 3: Interlocal Agreement and Easement Templates

ATTACHMENT 1: GRANT APPLICATION

SNOHOMISH COUNTY CONSERVATION FUTURES PROGRAM

APPLICATION FOR CONSERVATION FUTURES FUNDS

PROJECT NAME: _____

PROJECT SPONSOR: _____

APPLICATION NO. (TO BE ASSIGNED BY STAFF): CF23- _____

SUBMITTAL CHECKLIST

CHECKLIST OF REQUIRED DOCUMENTS

The following documents should be submitted with the completed application. Please organize required documents in the order below and provide eight double sided color copies of the complete grant application as well as one “.pdf” copy (on disk or via email). Additional documents beyond what are listed here may be included at the discretion of the applicant.

No.	Type of Document Attached	Check if Included
1	Title Page/Submittal Checklist	
2	I. Applicant Information	
3	II. Project Background (including willing seller letter, Preliminary Title Report, site vicinity map and aerial photograph)	
4	III. Cost Worksheet (included in general project information)	
5	IV. Project Review Criteria Responses	
6	Other Supporting Documents (please list below)	
7		
8		
9		
10		

SECTION I – APPLICANT INFORMATION

1. PROJECT TITLE: _____

2. AMOUNT REQUESTED (from Cost Worksheet) \$ _____

3. PROJECT SPONSOR: _____

Address: _____

Sponsor is: Unit of Local Government: _____

 Private/Non-Profit Agency*: _____

 *Eligible per [RCW 84.34.250](#)

4. CONTACT PERSON:

Name: _____ Title: _____

Address: _____

Phone: _____ Cell Phone: _____

Email Address: _____

SECTION II – PROJECT INFORMATION

1. PROJECT LOCATION:

Address: _____

Section: _____ Township: _____ Range: _____

Assessor Tax Account Number(s): _____

Property Legal Description (full legal if available):

2. EXISTING CONDITIONS:

Number of Parcels: _____ Total Acres: _____

Addition to Existing Site: YES ___ NO ___ If yes, which site: _____

Current Zoning: _____

List Existing Structures/Facilities: _____

Current Use: _____

Waterfront? (name of body of water): Yes No _____

Shoreline? (lineal ft.): Yes No _____

Owner of Tidelands/Shoreline (State or private): _____

3. CURRENT OWNERSHIP:

Current Owner(s): _____

Is the property owner a willing seller? YES* ____ NO ____

Summary of Property Encumbrances Identified in Preliminary Title Report**:

*Include an owner signed "willing seller" letter or real estate listing and attach with application.

**Attach Preliminary Title Report

4. TYPE OF INTEREST:

Please describe the type of interest contemplated for the acquisition process:

Warranty Deed ____ *Easement ____ **Other ____

*Please note that acquired easements must comply with the intent of the Conservation Futures Program and the text must be preapproved by Snohomish County staff listed within the Staff Contact Section if alternate language is proposed.

**If 'Other,' please explain:

5. PROJECT/SITE DESCRIPTION:

Please provide a summary paragraph describing the proposed project and how the site will be used. The paragraph should describe the intent of the acquisition and, as appropriate, significant, or unique site characteristics, significant or unique site history, relationships to other properties and/or any other unique or special considerations associated with the proposal. Attach graphics illustrating the project including, at a minimum, an 11" x 17" aerial map (indicating property boundaries) and vicinity map for the property. If the proposed acquisition adds to an existing site, please show the relationship to existing site.

6. PROJECT STEWARDSHIP AND RESPONSIBILITY:

Long-term maintenance of the site is a requirement for funding consideration. Please describe to what degree the sponsoring agency and/or long-term property manager is prepared to provide long-term stewardship (maintenance, management, etc.) for the proposed project site. Detail existing programs or plans that may apply to the site. In addition, please describe if there is the potential for future private business use on the site.

7. PROJECT COST (Cost Worksheet):

Please provide a summary of project cost, utilizing the following Cost Worksheet. Indicate on the worksheet any matching funding and/or donation value provided by the project sponsor and total request for funding from the Conservation Futures program, both as a total value and as a percentage of the total project cost. Estimated total land acquisition costs must be derived from one or more of the following sources and include supporting documentation:

1. Independent appraisal*
2. Opinion of value from a qualified representative of the real estate industry
3. Valuation from recent Snohomish County property tax assessment

Describe the basis for estimate for land and improvements (1 through 3 listed above):

*Please note that if additional grant funds will be sought from other sources (e.g., Washington State Recreation and Conservation Office (RCO), an appraisal will be required. Additional acquisition and appraisal requirements for matching grants, administered through RCO, can be found at <https://rco.wa.gov/recreation-and-conservation-office-grants/grant-manuals/>

SECTION III - COST WORKSHEET

ESTIMATE OF COSTS		
<i>Property Costs</i>	<i>Total Cost</i>	<i>Notes</i>
Land		
Improvements		
PROPERTY COSTS SUBTOTAL:	\$	
<i>Reimbursable Incidental Costs (as appropriate)</i>		
Applicable taxes		
Appraisal review		
Appraisal(s)		
Baseline inventory		
Boundary survey		
Closing (escrow/recording fees)		
Cultural resources study		
Demolition		
Fencing		
Hazardous subsidence report		
Noxious weed control		
Other (Specify)		
Signage		
Title reports/insurance		
Wetland delineation		
REIMBURSABLE INCIDENTAL COSTS SUBTOTAL:	\$	
TOTAL PROJECT COST (Property and Incidental):	\$	
MATCH (cash and/or donation) – deduct from total project cost*	[\$]	
TOTAL CONSERVATION FUTURES FUNDING REQUEST:	\$	
% OF TOTAL PROJECT COST REQUESTED FROM CONSERVATION FUTURES**		

***Matching funds** are not a requirement; however, additional consideration may be awarded during the evaluation process for projects with matching funds. Please attach documentation describing provided match, including type and source. Documents attached: Yes ____, No, ____.

****Please note that Conservation Futures funding awards will be reimbursed based upon total actual project cost, at an amount not to exceed that percentage requested from Conservation Futures above and/or total funding award recommended by CFPAB and authorized through County Council action (whichever is lower). Match documentation will be required prior to reimbursement.**

SECTION IV – PROJECT REVIEW CRITERIA

PROJECT REVIEW CRITERIA: Snohomish County Code Section [4.14.100 \(2\)](#) and [4.14.100 \(3\)](#) establishes baseline criteria with which projects are to be evaluated. Please respond to all the questions below, explaining which of the following criteria the proposed project addresses and how the criteria are addressed. Provide justification for responses, attaching documentation (e.g., WDFW maps) as appropriate.

NOTE: Each project criteria in the application is referenced to a corresponding evaluation guideline in Attachment 2.

1. To what degree does the acquired property preserve open space, farm and agricultural land and timberlands?

2. How does the project conserve opportunities which are otherwise threatened by development?

3. How does the project establish trail corridors and/or natural area linkage?

4. How does the project comprise a portion of a continuum of projects which collectively implement a complete project or objective?

5. How does the project enhance or complement an ongoing conservation or preservation program?

6. Will the project provide regional or community-wide significance?

7. How does the project comply with one or more open space program policies and criteria?

8. How does the project provide multi-jurisdictional benefit?

9. How will the project provide for public use and enjoyment?

10. Does this project represent a unique or special opportunity?

Other Criteria:

For each question, please respond yes or no and provide supporting information.

A. Does the project comprise an entire project?

YES ___

NO ___

B. Does the project site involve contributions from groups or agencies that will reduce the need to utilize Conservation Futures Program funds? Response should reflect entries in Cost Worksheet.

YES ___

NO ___

C. Is the project sponsor prepared to provide long-term stewardship for the proposed project? Response should reiterate narrative provided under question 6 of Section II.

YES ___

NO ___

D. Will this project close within 24 months of formal County Council approval by motion?

YES ___

NO ___

E. (No response needed) The CFPAB will also evaluate how proposed projects compare with existing Conservation Futures funded sites and give higher consideration to project proposals in underserved regions of the county.

ATTACHMENT 2: EVALUATION CRITERIA

Provided for Information Only

EVALUATION CRITERIA

The following material provides guidelines with which the Conservation Futures Program Advisory Board will evaluate project proposals. Separate guidelines are provided for several of the criteria, which differentiate between types of projects. Applicants should select the group which mostly closely aligns with their project, unless it is a combination of both, in which case both guidelines should be addressed. Guidelines are provided only to demonstrate typical considerations under each criterion. The guidelines provided are not intended to limit responses and applicants should address each criterion in their best judgment to fully represent their project.

Evaluation judgments will be made taking into consideration all the information and documentation provided in the application, as well as data gathered from proponent presentations and other CFPAB criteria. Applicants should provide justification for responses, attaching documentation (e.g. WDFW maps) as appropriate.

NOTE: Projects will be evaluated using a CFPAB approved review method. The CFPAB, at its discretion, may apply weighting factors to criteria it chooses to emphasize.

SCORING CRITERIA

1. To what degree does the acquired property preserve open space, farm and agricultural land and/or timberlands?

Agricultural and/or timberland	Open space, habitat and/or passive recreation
Maximum points shall be awarded to project proposals that preserve high quality agricultural and/or timber lands.	Maximum points shall be awarded to project proposals that preserve high quality open space, habitat and/or passive recreation properties.
Applicants should demonstrate quality of property by describing beneficial agricultural and/or timber characteristics, as appropriate, including, but not limited to: <ul style="list-style-type: none"> • Presence of prime farmland soils, or quality of soils as it relates to timber production • County zoning designation • Proximity to other protected agricultural/timber lands • Size of property • Scenic opportunities • Historic use of property 	Applicants should demonstrate quality of property by describing open space values, as appropriate, including but not limited to: <ul style="list-style-type: none"> • Location and surrounding land use • Habitat characteristics such as presence and type of wetlands, proximity to water bodies, type of vegetation/cover, etc. • Presence of endangered or threatened species • Potential for restoration • Potential for passive recreation access/use • Scenic opportunities

<ul style="list-style-type: none"> • Current use of property <ul style="list-style-type: none"> ○ Agriculture – type of production ○ Timber – tree species, age, etc. • Habitat characteristics 	<ul style="list-style-type: none"> • Proximity to other protected open space areas
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The following guidelines shall guide in the scoring process:

- a. Applicant demonstrates that project preserves high quality properties (highest scoring).
- b. Applicant demonstrates that project preserves moderate quality properties.
- c. Applicant demonstrates that project preserves low quality properties (lowest scoring).

2. TO WHAT DEGREE DOES THE PROJECT CONSERVE OPPORTUNITIES WHICH ARE OTHERWISE THREATENED BY DEVELOPMENT?

All project types
Maximum points shall be awarded to projects that are immediately threatened by development and/or because of their unique or inherent physical characteristics present a preservation opportunity which may be lost.
Applicants should refer to property qualities described in Criteria 1 and describe any risks to those qualities, as appropriate, including, but not limited to: <ul style="list-style-type: none"> • Listing – is the property currently for sale and would sale to another party result in loss of the identified qualities? • Nearby trends in conversion of similar types of properties (e.g. conversion to high density housing, agricultural land converted to housing, etc.) • Description of availability of other properties which are comparable to the subject property • Uniqueness of site qualities (i.e. there are no other comparable properties available)

The following guidelines shall guide in the scoring process:

- a. Applicant demonstrates that site is significantly threatened because of development, or the unique physical features of the site. Applicant demonstrates that this is the last opportunity, or one of the last opportunities, to acquire a property of this variety (highest scoring).
- b. Applicant demonstrates that site is moderately threatened and that the type of site is in short supply.
- c. Applicant demonstrates that site is slightly threatened (lowest scoring).

3. TO WHAT DEGREE DOES THE PROJECT ESTABLISH A TRAIL CORRIDOR AND/OR A NATURAL AREA LINKAGE?

All project types

<p>Maximum points shall be awarded to project proposals that provide both a trail corridor and a natural area linkage.</p>
<p>Applicants should describe trail corridors and/or natural area linkages that are provided by the project and/or planned to be provided by the project. Address, as appropriate:</p> <ul style="list-style-type: none"> • Plans for public trail access within the proposed property acquisition • Proximity to other trail systems and plans for connection • Proximity to other protected natural areas, which would provide contiguous natural area linkage • Quantity and quality of natural area protected by acquisition and role of property in providing connections

The following guidelines shall guide in the scoring process:

- a. Applicant demonstrates that project establishes both a trail corridor and a natural area linkage (highest scoring).
- b. Applicant demonstrates that project establishes either a trail corridor or a natural area linkage.
- c. Project does not establish either a trail corridor or a natural area linkage (lowest scoring).

4. TO WHAT DEGREE DOES THE PROJECT COMPRISE A PORTION OF A CONTINUUM OF PROJECTS WHICH COLLECTIVELY IMPLEMENT A COMPLETE PROJECT OR OBJECTIVE?

This evaluation criteria responds to the desire that, as often as possible, funds from the Conservation Futures Program should support well defined larger plans or projects.

Related to larger planning document	Related to larger project
<p>Maximum points shall be awarded to project proposals that are part of a larger plan, which has been established to achieve specific goals or objectives. Responses to this criterion may be focused on larger, regional plans directed toward achieving a specific goal or may be focused on a single, larger land based project which is anticipated to be completed through multiple phases of acquisition.</p>	
<p>Applicants should demonstrate how their project fits into a larger, regional plan. Items to address, as appropriate, include, but are not limited to:</p> <ul style="list-style-type: none"> • Identification of planning document which proposed project helps complete and/or supports. Examples include watershed plans, agricultural preservation plans, recreation plans, etc. Include a brief description of the purpose of the planning 	<p>Applicants should demonstrate how their project fits into a larger project. Items to address, as appropriate, include, but are not limited to:</p> <ul style="list-style-type: none"> • Description of larger project. Provide overview of project as well as description of planned phases and identification of phases which have been completed, or are pending • Describe funding plan and timeline for completion of larger project

<p>document and stakeholders involved in development of the plan.</p> <ul style="list-style-type: none"> • Identify preparing and/or adopting agency • Identify goals and objectives in the plan which are addressed by the proposed project • Identify if the proposed project will complete the larger plan 	<ul style="list-style-type: none"> • Describe stakeholder process utilized to create the plan for the larger project • Describe what need the larger project is designed to address • Identify if the proposed project will complete the larger project
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The following guidelines shall guide in the scoring process:

- a. Applicant demonstrates that the proposed project completes a phase of a larger plan or project, which was developed with stakeholder input and includes clear goals, objectives or defined phases for achieving the larger vision (highest score).
- b. Applicant demonstrates that the proposed project supports goals, objectives or defined phases of a larger plan or project but is not strongly linked to a specific phase of the planning document or project. Additionally, proposed projects may receive moderate scores related to this criterion if the referenced plan or project has not been formally vetted or did not include a rigorous outreach and stakeholder involvement process.
- c. Project is not part of a larger plan (lowest score).

5. TO WHAT DEGREE DOES THE PROJECT ENHANCE OR COMPLEMENT AN ONGOING CONSERVATION OR PRESERVATION PROGRAM?

All project types
<p>Maximum points shall be awarded to project proposals that are part of a larger conservation or preservation program. Responses to this criterion may be similar to Criteria #4 for those projects which related their proposals to larger conservation or preservation planning documents as part of responding to that criteria.</p>
<p>Applicants should demonstrate how their project fits into a larger conservation or preservation plan. Items to address, as appropriate, include but are not limited to:</p> <ul style="list-style-type: none"> • Identification of conservation or preservation planning document, or program, which the proposed project helps complete and/or supports. Include a brief description of the planning document, or program. Describe stakeholder involvement in development of the plan/program. • Identify adopting agency • Identify goals and objectives in the plan/program that are addressed by the proposed project • Identify if the proposed project is specifically identified for completion as part of the larger plan/program • Identify if the proposed project will complete the larger plan/program

The following guidelines shall guide in the scoring process:

- a. Applicant demonstrates that the project enhances a documented program by building upon an existing adopted open space, conservation, or resource preservation plan, which also specifically identifies the project site (highest scoring).
- b. Applicant demonstrates that project complements an ongoing program by filling a need identified in an existing adopted open space, conservation, or resource preservation plan, but which does not identify the specific site.
- c. Stand Alone Project: The applicant does not demonstrate a relationship between the project proposal and any existing adopted open space, conservation, or resource preservation plan or program (lowest scoring).

6. WILL THE PROJECT PROVIDE REGIONAL OR COMMUNITY-WIDE SIGNIFICANCE?

All project types
Maximum points shall be awarded to project proposals that have a positive impact on a larger geographic area.
Applicants should demonstrate regional benefit of the proposed project. Items to address, as appropriate, include, but are not limited to: <ul style="list-style-type: none"> • Description of current and/or proposed public access opportunities • Presumed service area for projects which will provide public access • Presence of habitat and/or species that will be protected by property acquisition • How the proposed project addresses a problem or issue of regional significance • Significance of property protection for habitat values

The following guidelines shall guide in the scoring process:

- a. Applicant demonstrates that the project provides a regional benefit. These sites must serve large geographical areas, which may encompass several towns, cities, and unincorporated communities. For example, Puget Sound or all of Snohomish County (highest scoring).
- b. Applicant demonstrates that project provides community benefit. These sites will typically serve a single, well defined area and/or a relatively small number of people. For example, the area around a city or town (lowest scoring).

7. TO WHAT DEGREE DOES THE PROJECT COMPLY WITH ONE OR MORE OPEN SPACE PROGRAM POLICIES AND CRITERIA?

All project types
Maximum points shall be awarded to project proposals that support and promote applicable jurisdictional open space policies.

Applicants should identify applicable open space policies for the jurisdiction in which their project is located and demonstrate how their project supports those policies. Items to address, as appropriate, include, but are not limited to:

- The document containing the identified policies
- Specific policies which are applicable to the proposed project
- A description of how the proposed project meets the applicable policies

The following guidelines shall guide in the scoring process:

- a. Applicant demonstrates that project strongly supports applicable open space policies (highest scoring).
- b. Applicant demonstrates that project moderately supports applicable open space policies.
- c. Project does not support applicable open space policies (lowest scoring).

8. TO WHAT DEGREE DOES THE PROJECT PROVIDE MULTI-JURISDICTIONAL BENEFIT?

All project types
Maximum points shall be awarded to those proposals which serve and/or are sponsored by multiple jurisdictions (e.g. FS, DNR, WDFW, NRCS, County, Cities, School Districts, Conservation District and/or Tribes) with associated multijurisdictional benefit.
Applicants should identify all jurisdictions involved with the proposed project. Items to address, as appropriate, include, but are not limited to: <ul style="list-style-type: none"> • Listing of all involved jurisdictions • The role of each jurisdiction in completing the project (e.g. project partner, beneficiary, etc.) • Identify and attach any documented support for the project from the identified jurisdiction (e.g. letters of support, partnership agreements, etc.) • How the proposed project supports the priorities of the identified jurisdictions

The following guidelines shall guide in the scoring process:

- a. Applicant demonstrates that the project has high jurisdictional benefit. Applicant demonstrates strong project involvement and support from other jurisdiction(s) (highest scoring).
- b. Applicant demonstrates that project has moderate jurisdictional benefit. Applicant demonstrates moderate project involvement and support from other jurisdiction(s).
- c. Low Jurisdictional Benefit: Applicant has not demonstrated involvement and support from any other jurisdiction.

9. TO WHAT DEGREE DOES THE PROJECT PROVIDE FOR PUBLIC USE AND ENJOYMENT?

Agricultural and/or timberland	Open space, habitat and/or passive recreation
<p>Maximum points shall be awarded to those proposals which provide for the greatest degree of public use and enjoyment. Public use and enjoyment can be defined in general as the ability of the public to access and/or enjoy the site.</p>	
<p>Applicants should demonstrate public use and enjoyment of the proposed project by describing project benefits, as appropriate, including, but not limited to:</p> <ul style="list-style-type: none"> • Public access opportunities, as appropriate. If public access will not be provided, describe the reason why not • Presumed service area for projects that will provide public access • Public education opportunities associated with the project • Public values such as scenic vistas and/or protection of habitat • Production of products that are locally consumed 	<p>Applicants should demonstrate public use and enjoyment of the proposed project by describing project benefits, as appropriate, including, but not limited to:</p> <ul style="list-style-type: none"> • Description of existing and/or planned recreation opportunities. If public access will not be provided, describe the reason why not • Presumed service area for projects that will provide public access • Public education opportunities associated with the project • Public values such as scenic vistas and/or protection of habitat

The following guidelines shall guide in the scoring process:

- a. Applicant demonstrates that the project has high public benefit. These sites allow for multiple kinds of public use and enjoyment and are anticipated to have a large service area (highest scoring).
- b. Applicant demonstrates that the project has moderate public benefit. These sites provide limited, or no public access, but provide significant scenic or habitat opportunities or produce products for local consumption.
- c. Applicant demonstrates that the project has low public benefit. These sites allow for appreciation of the site but may have more limited access or no access (lowest scoring).

10. TO WHAT DEGREE DOES THE PROJECT REPRESENT A UNIQUE OR SPECIAL OPPORTUNITY?

All project types
<p>Maximum points shall be awarded to those proposals which provide, to the greatest degree possible, a unique or special opportunity that occurs infrequently or which is one of a kind (e.g. the acquisition of a large or very rare property of rare habitat, open space, recreation, or historical value). This question will be evaluated on a case by case basis to determine the significance and degree of the opportunity.</p>

Applicants should describe what makes their project proposal unique and address the availability of similar properties in the area.

The following guidelines shall guide in the scoring process:

- a. Applicant demonstrates that the proposal is extremely rare and unique. These sites allow for once in a lifetime opportunities which rarely, if ever occur (highest scoring).
- b. Applicant demonstrates that the proposal is moderately rare and unique. These sites allow for opportunities that occur once in a few decades or which are becoming increasingly rare due to growth and development.
- c. Applicant demonstrates that the proposal is common. These sites allow for opportunities that are valuable to the conservation futures program, but which are common and readily available (lowest scoring).

OTHER BOARD SELECTED CRITERIA

A. DOES THE PROJECT COMPRISE AN ENTIRE PROJECT?

This evaluation criteria responds to the desire that, as often as possible, funds from the Conservation Futures Program, in tandem with matching funds and resources provided by the project sponsor, are used to fund entire projects.

Comprises an Entire Project: Project funding plus applicable sponsor match will provide for a complete project. Please describe.

Yes ___ No ___

B. DOES THE PROJECT SITE INVOLVE CONTRIBUTIONS FROM GROUPS OR AGENCIES THAT WILL REDUCE THE NEED TO UTILIZE CONSERVATION FUTURES PROGRAM FUNDS?

Does the project proposal include matching fund support which, as a result, will reduce the need to utilize Conservation Futures Program funds? The sponsoring agency must clearly document that the matching funds are indeed available. Documentation should accompany the proposal worksheet. Consideration will reflect the percentage of total project costs that is provided by outside resources. If match falls through, the sponsor must provide alternative resources.

No Conservation Futures Program resources will be expended prior to contractual provision of match. Please note that Conservation Futures funding awards will be reimbursed based upon total actual project cost, at an amount not to exceed that percentage identified for Conservation Futures support on the Cost Worksheet and/or total funding award

recommended by CFPAB and authorized through County Council action (whichever is lower). Match documentation will be required prior to reimbursement.

Yes ___ No ___

C. IS THE PROJECT SPONSOR PREPARED TO PROVIDE LONG-TERM STEWARDSHIP FOR THE PROPOSED PROJECT?

Does the project proponent guarantee long-term maintenance and upkeep of the project site? Sponsors should reference their response to question 6 of Section II in answering this criterion. Non-profit agencies may make arrangements with local government or some other agency for long-term care of the project site.

Yes ___ No ___

D. WILL THIS PROJECT CLOSE WITHIN 24 MONTHS OF FORMAL COUNTY COUNCIL APPROVAL BY MOTION?

Will the project proponent be able to close on the project within 24 months of the date the County Council approves funding for the project by motion? Consideration will be given to projects that can close within the 24 month period.

Yes ___ No ___

E. DOES THE PROJECT PROMOTE THE GOAL OF DISTRIBUTING CONSERVATION FUTURES FUNDING, OVER TIME, THROUGHOUT THE COUNTY?

The CFPAB will evaluate how proposed projects compare with existing Conservation Futures funded sites and give higher consideration to project proposals in underserved regions of the county.

Yes ___ No ___

**ATTACHMENT 3: INTERLOCAL AGREEMENT AND
CONSERVATION EASEMENT TEMPLATES**

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN
SNOHOMISH COUNTY AND THE CITY OF _____
CONCERNING
ACQUISITION OF PROPERTY WITH CONSERVATION FUTURES FUNDS**

THIS INTERLOCAL COOPERATION AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE CITY OF _____ CONCERNING ACQUISITION OF PROPERTY WITH CONSERVATION FUTURES FUNDS (this "Agreement"), is made and entered into this ___ day of _____, 202_, by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the "County"), and the CITY OF _____, a Washington municipal corporation (the "City") pursuant to Chapter 39.34 RCW.

RECITALS

A. The County manages a Conservation Futures funding program pursuant to RCW 84.34.200 et seq. and Chapter 4.14 Snohomish County Code.

B. Cities and towns located in Snohomish County, nonprofit historic preservation corporations, and nonprofit nature conservancy corporations or associations as such are described in RCW 84.34.210 are eligible to apply to the County for resources to fund acquisition of interests or rights in real property located within Snohomish County that meet the conservation criteria described in RCW 84.34.210 et seq.

C. The City applied for resources from the Snohomish County Conservation Futures Property Tax Fund to acquire fee simple interest in an approximately ___ acres (_____) unimproved real property located in the City of _____, referred to as _____, and more particularly described in Section 1 below (hereinafter referred to as the "Property").

D. Whereas, on _____ the Conservation Futures Program Advisory Board (the "Board") at its regularly scheduled meeting listened to the presentation, reviewed the project proposal and voted to recommend project funding on _____, at a regular meeting continuation, through the Conservation Futures Property Tax Fund in the amount of _____ Dollars (\$_____.00) to assist with purchase of the Property.

E. On _____, the Snohomish County Council, by Motion No. _____, allocated funding in the amount of _____ (\$_____ dollars) to the City of _____.

_____ from the Snohomish County Conservation Futures Property Tax Fund for that purpose.

NOW, THEREFORE, in consideration of the mutual promises set out below and for other good and valuable consideration, the Parties agree as follows:

1. Identification of Property. The unimproved Property is located in the City of _____, Washington and is generally legally described as follows:

SEE ATTACHED EXHIBIT A.

2. Purpose of Property Acquisition. The Property is to be acquired for the purpose of conserving open spaces and areas as authorized by RCW 84.34.200 et seq., and for conservation and for passive, public recreation.

3. Duration. This Agreement shall become effective when executed by both parties and posted on the County's Interlocal Agreements website (the "Effective Date"). If the Property is acquired within the time frame provided in Section 5.1 below, this Agreement shall be in effect perpetually, subject to any amendments agreed to in writing by the parties. If the Property is not acquired within the time frame provided in Section 5.1 below, this Agreement shall be terminated; PROVIDED, HOWEVER, that the County and the City may mutually agree in writing, prior to termination, upon an extension of time.

4. Administrators. Each party to this Agreement shall designate an individual (an "Administrator") who may be designated by title or position, to oversee and administer such party's participation in this Agreement. The parties' initial Administrators shall be the following:

County's Initial Administrator:

Tom Teigen, Director
Snohomish County Parks and
Recreation
6705 Puget Park Drive
Snohomish, WA 98296

City's Initial Administrator:

City of _____
Office of the Mayor

_____, WA 980__

Either party may change its Administrator at any time by delivering written notice of such party's new Administrator to the other party.

5. Duties of the City to Acquire, Operate, Maintain and Conserve. The City shall:

5.1 Acquire the Property within twenty-four (24) months of the Effective Date of this Agreement and upon closing maintain, operate and conserve the Property
2023 Interlocal Cooperation Agreement between Snohomish County and _____ Concerning
Acquisition of Property with Conservation Futures Funds

for open space and passive park purposes. The City shall undertake all reasonable efforts to acquire the Property but if the owner of is not a willing seller, the City shall not utilize the power of eminent domain to acquire the Property.

5.2 Immediately following acquisition of the Property, execute and record an instrument conveying a Conservation Easement for the Property to the County in substantially the form attached hereto as Exhibit B (the "Conservation Easement").

5.3 Prior to acquisition of the property, perform a boundary line survey to determine potential trespass or adverse possession issues. County may waive this requirement if there are no potential boundary issues, or if a prior survey has been performed.

5.4 Forward a copy of the recorded deed conveying the Property and a copy of the executed Conservation Easement for the Property to the County as soon as the same are returned from the Snohomish County Auditor.

5.5 Provide an sponsor identifying sign, the size and design of which shall be approved by the Snohomish County Department of Parks and Recreation, at the entrance to the Property which shall be in plain sight in perpetuity, listing the County as a participant in the acquisition of the Property through the Snohomish County Conservation Futures Program.

5.6 Fund any improvements that are made to the Property from revenue sources other than Conservation Futures Program Funds and limit any such improvements to those that meet the requirements and intent of RCW 84.34.200 et. seq. and the Conservation Easement.

5.7 Submit to the County a long-term maintenance plan for the Property and any improvements within three (3) months of the completed Property acquisition.

5.8 Pay to the County, upon sale of any of the City's interest in the Property, or any portion thereof, a pro rata share of any consideration received, less the costs of improvements funded by the City. The pro rata share will be equal to the percentage of the cost of acquisition funded by the County pursuant to this Agreement.

5.9 Pay on a current basis all taxes or assessments levied on Property-related activities and the Property; PROVIDED, HOWEVER, that nothing contained herein will modify the City's right to contest any such tax, and the City will not be deemed to be in default as long as it is, in good faith, contesting the validity or amount of any such taxes.

5.10 Obtain and maintain, at its own costs and expense, all necessary permits, licenses and approvals related to the purchase, ownership, and on-going maintenance and management of the Property.

6. Payment from the County. The County shall provide financial assistance to the City in the amount of the lesser of \$_____.00, or ____% of the total project cost from the Conservation Futures Fund for the acquisition of the Property. Payment shall be made on a reimbursable basis within thirty (30) days of County receipt of a City invoice submitted with documentation of completed purchase of the Property and transfer of title, provided the City has complied with all the terms of this Agreement. Documentation of matching funds as submitted in the original grant application required for reimbursement. Any obligations of the County beyond the current fiscal year are subject to appropriation of funds for the specific purpose of funding this Agreement in accordance with its Charter and applicable law.

7. Compliance with Laws. The parties shall comply with all applicable federal, state and local laws, rules and regulations in performing this Agreement, including, but not limited to, laws against discrimination.

8. Records, Inspections and Audits. The City will keep such full and detailed accounts as may be necessary for proper financial management under this Agreement. The County may, at its sole discretion, from time to time whether before or after acquisition of the Property or termination of this Agreement inspect all books and records and other materials related to any matters covered by this Agreement and not otherwise privileged, belonging to the City or any contractor or to elect to have an audit conducted to verify acquisition-related costs through the date of the acquisition, income from the Property, maintenance and operation costs, and the cost of post-acquisition improvements. Such books, records and other materials shall be made available for County inspection during regular business hours within a reasonable time of the request. If the County elects to conduct such an audit, it will give notice to the City, and such audit will be conducted as soon as is reasonably feasible thereafter, but County payments to the City (if any) will not be delayed pending the outcome of the audit. Such audit will be conducted by an auditor selected by the County, and the County will, except as provided herein, pay the cost of such audit. The City agrees to cooperate with the auditor and to make available for examination at its principal office all its books, records, correspondence and other documents deemed necessary to conduct the audit by the auditor. If the audit reveals a variation equal to five percent (5%) or more of the cost of acquiring the Property, then the City will pay the cost of the audit, not to exceed Ten Thousand and 00/100 Dollars (\$10,000.00).

The City will preserve all records for a period of seven (7) years; PROVIDED, HOWEVER, that if the City proposes to dispose of any documents materially related to the Property for a period less than seven (7) years, then the City will deliver the same to the County for disposition by the County.

The County may at all times enter the Property to determine the City's compliance with the terms and conditions of this Agreement or to post notices. Any person or persons

who may have an interest in the purposes of the County's visit may accompany the County.

The City acknowledges and agrees that its obligations under this Section 8 will survive termination of this Agreement.

9. Risk of Loss. All of the City's personal property of any kind or description whatsoever, or that of its employees, agents, contractors, and/or invitees placed on the Property shall be at the City's sole risk, and the County will not be liable for any damage done to, or loss of, such personal property.

10. Public Records Act. This Agreement and all public records associated with this Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the City are needed for the County to respond to a request under the Act, as determined by the County, the City agrees to make them promptly available to the County. If the City considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the City shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the City and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the City (a) of the request and (b) of the date that such information will be released to the requester unless the City obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the City fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the City to claim any exemption from disclosure under the Act. The County shall not be liable to the City for releasing records not clearly identified by the City as confidential or proprietary. The County shall not be liable to the City for any records that the County releases in compliance with this Section or in compliance with an order of a court of competent jurisdiction.

11. Hold Harmless and Indemnification. The City shall assume the risk of, be liable for, and pay all damage, loss, costs and expense of any party arising out of the activities under this Agreement and all use of any improvements it may place on the Property. The City shall hold harmless, indemnify and defend the County, its officers, elected and appointed officials, employees and agents from and against all claims, losses, lawsuits, actions, counsel fees, litigation costs, expenses, damages, judgments, or decrees by reason of damage to any property or business and/or any death, injury or disability to or of any person or party, including but not limited to any employee, arising out of or suffered, directly or indirectly, by reason of or in connection with the acquisition

or use of the Properties and this Agreement; PROVIDED, that the above indemnification does not apply to those damages caused by the sole negligence or willful misconduct of the County, its elected and appointed officials, officers, employees or agents.

In executing this Agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, policies, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, policy, rule or regulation is at issue, the City shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

12. Dispute Resolution. The Parties agree to use their best efforts to resolve disputes and other matters arising out of this Agreement or the ongoing administration of this Agreement. If a dispute arises, then (i) within ten (10) business days of a written request by either Party, the City's designated representative and County's designated representative shall meet and resolve the issue; if these parties cannot resolve the issue within ten (10) business days of the meeting, then (ii) the issue shall be submitted to the City's Mayor and to the Director of the Snohomish County Department of Parks and Recreation; if these parties cannot resolve the issue within fifteen (15) business days of submission to them, then (iii) the issue shall be submitted for mediation; if mediation does not successfully resolve the dispute, then (iv) either Party may file suit in a court of competent jurisdiction. The prevailing party in any legal action shall be entitled to a reasonable attorneys' fee and court costs.

13. Notice. All notices required to be given by any party to the other party under this Agreement shall be in writing and shall be delivered either in person, by United States mail, or by electronic mail (email) to the applicable Administrator or Administrator's designee. Notice delivered in person shall be deemed given when accepted by the recipient. Notice by United States mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, and addressed to the Administrator or Administrator's designee at the addresses set forth in Section 1.4 above. Notice delivered by email shall be deemed given as of the date and time received by the recipient.

14. Miscellaneous.

14.1. Entire Agreement; Amendments. This Agreement shall constitute the full and complete Agreement of the parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the parties regarding the subject matter contained herein. This Agreement may be amended only by written agreement of the parties, executed in the same manner as provided by the Interlocal Cooperation Act, Chapter 39.34 RCW, governing the execution of this Agreement.

14.2. Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings in this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

14.3. Governing Law and Stipulation of Venue. This Agreement shall be governed by the laws of the State of Washington and the parties stipulate that any lawsuit regarding this Agreement must be brought in Snohomish County, Washington. In the event that a lawsuit is instituted to enforce any provision of this Agreement, the prevailing party shall be entitled to recover all costs of such a lawsuit, including reasonable attorney's fees.

14.4. Rights and Remedies. The rights and remedies of the Parties to this Agreement are in addition to any other rights and remedies provided by law except as otherwise provided in this Agreement.

14.5. No Third Party Rights. It is understood and agreed that this Agreement is solely for the benefit of the Parties hereto and gives no right to any other party. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under, or by reason of, this Agreement on any persons other than the Parties.

14.6. Binding on Successors. All the terms, provisions and conditions of this Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective successors, permitted assigns and legal representatives.

14.7. No Waiver. Payment by the County under this Agreement shall not constitute a waiver by the County of any claims it may have against the City for any breach of this Agreement or for failure of City to perform the work or actions, as specified in this Agreement. Forbearance of the rights of the parties under this Agreement will not constitute waiver of entitlement to exercise their respective rights as to any future acts or omissions by the offending party.

14.8. No Employee Relationship. In performing work and services pursuant to this Agreement, the City, its, employees, consultants, agents, and representatives shall be acting as agents of the City and shall not be deemed or construed to be employees or agents of the County in any manner whatsoever. The City shall not hold itself out as, nor claim to be, an officer or employee of the County and will not make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of County. The City shall be solely responsible for any claims for wages or compensation by

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the City's employees, consultants, agents, and representatives, including sub-consultants, or any agency, and shall defend, indemnify and hold County harmless therefrom.

14.9 Conflicts between Attachments and Text. Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

14.10 Execution in Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement.

14.11 Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.

14.12 No Assignment. This Agreement shall not be assigned, either in whole or in part, by either party without the express written consent of the other party, which may be granted or withheld in such party's sole discretion. Any attempt to assign this Agreement in violation of the preceding sentence shall be null and void and shall constitute a Default under this Agreement.

14.13 Warranty of Authority. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign this Agreement.

14.14 No Joint Venture. Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the parties.

14.15 No Separate Entity Necessary. The parties agree that no separate legal or administrative entities are necessary to carry out this Agreement.

14.16 Ownership of Property. Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either party in connection with its performance under this Agreement will remain the sole property of such party, and the other party shall have no interest therein.

14.17. Execution in Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

EXECUTED this _____ day of _____, 201__

SNOHOMISH COUNTY:

CITY OF _____:

Dave Somers Date
Snohomish County Executive

By:
City Mayor

APPROVED AS TO FORM:

Attest:

Deputy Prosecuting Attorney Date

City Clerk

APPROVED AS TO FORM:

City Attorney Date

EXHIBIT A

Legal Description
Fee Simple Acquisition

APN/Parcel ID(s):

Situate County of Snohomish, State of Washington

TEMPLATE

EXHIBIT B

Conservation Easement

TEMPLATE

After Recording Return to:
Assistant Clerk
Snohomish County Council
3000 Rockefeller Avenue MS 609
Everett, WA 98201

GRANT OF CONSERVATION EASEMENT

Grantor: City of _____, a municipal corporation of the State of Washington
Grantee: Snohomish County, a political subdivision of the State of Washington
Legal: Ptn Govt Lot _____ Section, Township, Range Snohomish County, WA
Tax Parcel Nos.: _____ Ptn. of APN # _____

This grant of a perpetual CONSERVATION EASEMENT (hereinafter "Conservation Easement") is made this ____ day of _____, 2022, by the City of _____, a municipal corporation of the State of Washington (hereinafter "Grantor"), to Snohomish County, a political subdivision of the State of Washington (hereinafter "Grantee" or "County"), in perpetuity as holder of the Conservation Easement pursuant to RCW 64.04.130.

RECITALS

A. Grantor is the sole owner in fee simple of the property legally described on Exhibit A, which is attached hereto and incorporated herein by reference (the "Protected Property"), located on Ptn _____

_____, Snohomish County, Washington; and

B. Grantor warrants that Grantor has good legal title to the Protected Property, as well as the right to convey this Conservation Easement, and that the Protected Property is free and clear of any encumbrances except those general exceptions contained in the title policy and any special exceptions shown on the Preliminary Commitment that are accepted by the Grantee; and

C. Grantor warrants that Grantor has no actual knowledge of a release or threatened release of hazardous substances or waste on the Protected Property; and

D. The Protected Property possesses significant long-term natural and open space values (“Conservation Values”) of great importance to the people of Snohomish County for passive recreation; and

E. This Conservation Easement is authorized by RCW 64.04.130, the provision of state law governing conservation easements; and

F. The Grantor and the Grantee intend and have the common purpose of retaining the Protected Property for open space and passive recreation by placing restrictions on the use of the Protected Property, which shall continue as a servitude running with the land, and authorizing Grantee to monitor and enforce such restrictions, as described herein; and

G. To document the present condition of the Protected Property so that Grantee or its assigns are able to monitor future uses and assure compliance with the terms of this Conservation Easement, Grantee has, at its expense, prepared baseline data consisting of photographs and other documentation summarized in Exhibit B and incorporated herein by reference as though set forth in full (the “Baseline Documentation”) that the parties agree provide an accurate representation of the Protected Property as of the date of this Conservation Easement; and

H. Snohomish County, as the Grantee of this Conservation Easement, is a qualified holder of conservation easements under RCW 64.04.130; and

I. This Conservation Easement is being purchased with funds provided, in part, by the County’s Conservation Futures Program pursuant to RCW 84.34.200, RCW 84.34.210, RCW 84.34.220 and chapter 4.14 SCC, which authorizes Snohomish County to purchase conservation easements for the purpose of protecting open space and timber land through restrictions on incompatible uses of the land;

NOW, THEREFORE, for and in consideration of the above recitals and the mutual covenants, terms, conditions, and restrictions contained herein and in payment of one dollar (\$1.00) and other valuable consideration by Grantee, the receipt of which is hereby acknowledged by Grantor, and pursuant to the laws of the State of Washington, including chapters 64.04 and 84.34 of the Revised Code of Washington, the parties agree as follows:

I. **Grant.** Grantor hereby grants to the Grantee a perpetual Conservation Easement over, under, across and through the Protected Property, as described in Exhibit A attached hereto, to protect, preserve, maintain, improve, restore, limit future use of or otherwise conserve the Protected Property as open space pursuant to chapter 84.34 RCW.

II. **Purpose.** The purpose of this Conservation Easement is to assure that the Protected Property will be retained forever in its natural and open space condition and to prevent any use of the Protected Property that will significantly impair or interfere with the Conservation Values. Grantor intends that this Conservation Easement will confine the use of, or activity on,

the Protected Property to such uses and activities that are consistent with this purpose. This statement of purpose is intended as a substantive provision of the Conservation Easement. Any ambiguity or uncertainty regarding the application of the provisions of this Conservation Easement will be resolved so as to further this purpose.

III. Rights of the Grantee. Grantor hereby conveys to the Grantee all rights necessary to accomplish the purpose of this Conservation Easement, including, without limitation, the following:

- A. The right to protect, conserve, maintain, improve and restore the Conservation Values of the Protected Property;
- B. The right to enter the Protected Property or allow Grantee's invitees or licensees to enter, at a reasonable time and upon prior written notice to the Grantor, for the following purposes (i) to make general inspection of the Protected Property to monitor compliance with this Conservation Easement; (ii) to protect, preserve, maintain, improve and restore the Conservation Values of the Protected Property; and (iii) to mitigate or terminate any violation or otherwise enforce the provisions of this Conservation Easement.
- C. The right to enjoin any use of, or activity on, the Protected Property that is inconsistent with the purpose of this Conservation Easement, including trespasses by members of the public, and to require the restoration of such area or features of the Protected Property as may be damaged by uses or activities inconsistent with the provisions of this Conservation Easement, all in accordance with Section XI.
- D. The right to enforce the terms of this Conservation Easement, consistent with Section XI.
- E. The right to place a sign on the Protected Property which acknowledges this Conservation Easement, any conditions on access, and any funding contribution to the acquisition of the Conservation Easement.

The foregoing are rights, not obligations, and shall not create any third-party rights of enforcement.

IV. Permitted Uses and Activities.

A. Grantor reserves to itself, and to its successors and assigns all rights accruing from its ownership of the Protected Property, including the right to engage in or permit or invite others to engage in all uses of the Protected Property that are not prohibited herein and are not inconsistent with the purpose of this Conservation Easement. In the event Grantor plans to undertake actions that could be inconsistent with the purpose of this Conservation Easement, Grantor shall provide Grantee written notice of such intent not less than sixty (60) days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed

activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the purpose of this Conservation Easement. Grantee shall grant or withhold its approval in writing within sixty (60) days of receipt of Grantor's notice. Grantee's approval may be withheld only upon a reasonable determination by Grantee that the action proposed would be inconsistent with the purpose of this Conservation Easement.

B. Any improvements to the Protected Property shall be limited to those which are passive in nature and meet the requirements and intent of RCW 84.34.200-220. Passive improvements include, but are not limited to, trails, interpretive centers, viewpoints, picnicking facilities, access, restrooms, playgrounds and restoration projects. Active recreational improvements are prohibited. Such improvements include, but are not limited to ball fields, use by motorized vehicles, swimming pools, and recreation centers.

C. Nothing herein precludes the Grantor from demolishing, removing, and remediating existing improvements on the property as of the date of this Conservation Easement.

V. Prohibited Uses and Activities. Neither Grantor nor its licensees or invitees shall use the Protected Property for any activity or purpose that is inconsistent with the purpose of this Easement. Without limiting the generality of the foregoing, the following activities are expressly prohibited in the Protected Property:

A. The placement or construction of any buildings, structures, improvements or equipment of any kind except as permitted in subsection IV. B;

B. The continuation, creation, expansion or intensification of any use or activity that is contrary to the purpose of this Conservation Easement or prohibited in this section;

C. Mining or extraction of soil, sand, gravel, oil, natural gas or other mineral;

D. Dumping or accumulation of trash or refuse;

E. The use of motorized vehicles except for those necessary to conduct the uses permitted under this Conservation Easement; and

F. Any construction, expansion, repair or other development activity that would result in more than ten percent (10%) of the area of the Protected Property being covered with impervious surfaces, including, without limitation, asphalt, concrete, gravel, buildings, or ponds.

VI. Transfer of Property. The Grantor agrees to:

A. *Incorporate the terms of this Conservation Easement by reference in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Protected Property, including, without limitation, leasehold interests.*

B. Describe the Conservation Easement in and append it to any contract for the transfer of any interest in the Protected Property.

C. Give written notice to the Grantee of the transfer of any interest in all or any portion of the Protected Property no later than forty-five (45) days prior to the date of such transfer. Such notice to the Grantee shall include the name, address and telephone number of the prospective transferee or the prospective transferee's representative.

The failure of the Grantor to perform any act required by this subsection shall not impair the validity of this Conservation Easement or limit its enforceability.

VII. Extinguishment. This Conservation Easement may be terminated or extinguished, whether in whole or in part, only under one or more of the following circumstances:

A. By judicial determination, by a court having jurisdiction over the Conservation Easement, those circumstances have rendered the purpose of this Conservation Easement impossible to achieve.

B. In the event all or any of the Protected Property is taken by exercise of the power of eminent domain or acquired in lieu of condemnation, whether by public, corporate or other authority, except by the parties hereto.

VIII. Proceeds. In the event of termination or extinguishment of this Conservation Easement, Grantee shall be compensated by Grantor for the fair market value of its interest in the Protected Property as determined by either a real estate appraiser licensed by the State of Washington or a court of competent jurisdiction.

IX. Transfer or Assignment of the Conservation Easement. *This Conservation Easement is transferable, but Grantee may assign its rights under this Conservation Easement only to an agency or organization that is authorized to acquire and hold conservation easements under RCW 64.04.130 or RCW 84.34.250, or otherwise qualified at the time of transfer under §170(h) of the Internal Revenue Code of 1986. As a condition of such transfer, Grantee shall require that the transferee exercise its rights under the assignment consistent with the purpose of this Conservation Easement.*

X. Costs and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to ownership, operation, upkeep, and maintenance of the Protected Property.

A. Taxes. Grantor shall continue to be solely responsible for payment of all taxes and assessments levied against the Protected Property.

B. Attorneys' fees and costs for enforcement. If the Grantee commences and successfully prosecutes an enforcement action pursuant to Section XI below, the Grantor shall pay all

reasonable costs and expenses associated with the enforcement action, including but not limited to, reasonable attorneys' fees.

XI. Enforcement & Monitoring. Grantee shall have the authority to enforce the terms of this Conservation Easement. To exercise this authority and thereby further the purpose of this Conservation Easement, the Grantee shall have the following rights under this Conservation Easement, which are subject to the stated limitations:

A. Entry onto Protected Property with Reasonable Notice. If the Grantee has reason to believe that a violation of the terms of this Conservation Easement has occurred or is occurring, the Grantee shall have the right to enter the Protected Property, provided that reasonable advance notice is given to the Grantor, for the purpose of inspecting it for violations of any requirement set forth in this Conservation Easement. Additionally, the Grantee shall have the right to enter the Protected Property at least once a year, at a mutually agreed time, for purposes of inspection and compliance monitoring regardless of whether Grantee has reason to believe that a violation of this Conservation Easement exists.

B. Enforcement Mechanisms and Remedial Measures. If the Grantee finds what it believes to be a violation of this Conservation Easement, it may, at its discretion, use any available legal or equitable remedy to secure compliance, including but not limited to seeking injunctive relief and/or specific performance requiring the Grantor to cease and desist all activity in violation of the terms of this Conservation Easement and to return the Protected Property to its condition prior to any violation(s). Except when an imminent violation could irreversibly diminish or impair the Conservation Values of the Protected Property, the Grantee shall give the Grantor written notice of the violation and thirty (30) days in which to take corrective action prior to commencing any legal action. The failure of Grantee to discover a violation or to take immediate legal action shall not bar it from doing so at a later time or constitute a waiver of its rights. Grantee may use the Baseline Documentation as a basis for enforcing the provisions of this Conservation Easement but is not limited to the use of the Baseline Documentation to show a change of conditions.

C. Emergency Enforcement. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damages to the Conservation Values of the Protected Property, Grantee may pursue its remedies under this section without prior notice to Grantor or without waiting for the period provided for cure to expire.

D. Scope of Relief. Grantee's rights under this section apply equally in the event of either actual or threatened violations of the terms of this Conservation Easement. Grantor agrees that the Grantee's remedies at law for any violation of the terms of this Conservation Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this section, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal

remedies. Grantee's remedies described in this section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

E. Costs of Enforcement. In the event Grantee must enforce the terms of this Conservation Easement, any costs of restoration necessitated by acts or omissions of Grantor, its agents, employees, contractors, invitees or licensees in violation of the terms of this Conservation Easement and Grantee's reasonable enforcement expenses, including reasonable attorneys' and consultants' fees and costs, shall be borne by Grantor, its successors or assigns.

F. Waiver of Defenses. Grantor acknowledges it has carefully reviewed this Conservation Easement and has consulted or had the opportunity to consult with counsel of its terms and requirements. In full knowledge of the provisions of this Conservation Easement, Grantor hereby waives any claim or defense it may have against Grantee or its successors or assigns under or pertaining to this Conservation Easement based upon waiver, laches, estoppel or prescription.

G. Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle the Grantee to bring any action against Grantor to abate, correct or restore any condition in the Protected Property or to recover damages for any injury to or change in the Protected Property resulting from causes beyond Grantor's control, including fire, flood, storm, and earth movement or the like.

XII. Hold Harmless. Grantor hereby agrees to release and hold harmless, indemnify and defend Grantee, its officers, elected and appointed officials, employees and agents (collectively "Indemnified Parties") from all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands or judgments, including, without limitation, reasonable attorneys' and consultants' fees arising from or in any way connected with:

A. Injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition or other matter related to or occurring on or about the Protected Property that is not a consequence of an activity of the Indemnified Parties undertaken under the rights granted to Grantee under this Conservation Easement;

B. Violations or alleged violations of, or other failure to comply with, any federal, state or local law or regulation relating to pollutants or hazardous, toxic or dangerous substances or materials, including without limitation CERCLA (42 U.S.C. 9601 et seq.) and MTCA (Ch. 70.105D RCW), by any person other than any of the Indemnified Parties, in any way affecting, involving or relating to the Protected Property, unless such violations or alleged violations are due to the sole acts or omissions of any of the Indemnified Parties on the Protected Property;

C. The presence or release in, on, from or about the Protected Property, at any time, of any substance now or hereafter defined, listed or otherwise classified pursuant to any federal, state or local law, regulation or requirement of any substance hazardous, toxic or dangerous to

D. Definitions. Any masculine term used in this Conservation Easement shall include the female gender. The terms "Grantor" and "Grantee," wherever used in this Conservation Easement, and any pronouns used in their place, shall be held to mean and include respectively the above-named Grantor, its successors, and assigns, and the above-named Grantee, its successors and assigns.

E. Entire agreement. This Conservation Easement sets forth the entire agreement of the parties with respect to the issues addressed herein and supersedes all prior discussions, negotiations, understandings, or agreements relating to these issues, all of which are merged herein.

F. No forfeiture. Nothing in this Conservation Easement shall result in a forfeiture or revision of Grantor's title in any respect.

G. Successors. As stated in the above recitals, all covenants, terms, conditions, and restrictions of this Conservation Easement shall run with the land and be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

H. Severability. If any portion of this Conservation Easement is declared unlawful or invalid, the remainder of the Conservation Easement shall remain in full force and effect.

I. Authority of signatories. The individuals executing this Conservation Easement warrant and represent that they are duly authorized to execute and deliver this Conservation Easement.

J. No merger. If Grantee at some future time acquires the underlying fee title in the Protected Property, the interest conveyed by this Deed will not merge with fee title but will continue to exist and be managed as a separate estate.

XVI. Environmental Compliance.

A. Grantor represents and warrants that, after reasonable investigation and to the best of Grantor's knowledge, Grantor and the Protected Property are in compliance with all federal, state and local laws, regulations and requirements applicable to the Protected Property and its use, including without limitation all federal, state and local environmental laws, regulations and requirements.

B. Grantor further represents and warrants that there has been no release, dumping, burying, abandonment or migration from offsite onto the Property of any substances, materials or wastes that are hazardous, toxic, dangerous or harmful or are designated as, or contain components that are subject to regulation as hazardous, toxic, dangerous or harmful by any federal, state or local law, regulation, statute or ordinance. There is no pending or threatened litigation affecting the Property or any portion of the Property that will materially impair the Conservation Values. No civil or criminal proceedings have been instigated or are pending

against Grantor or its predecessors by government agencies or third parties arising out of alleged violations of environmental laws, and neither Grantor nor its predecessors in interest have received any notice of violation, penalties, claims, demand letters or other notifications relating to a breach of environmental laws.

C. Remediation. If at any time there occurs or has occurred a release in, on or about the Property of any substances now or hereafter defined, listed or otherwise classified pursuant to any federal, state or local law, regulation or requirement as hazardous, toxic or dangerous to the air, water or soil, or in any way harmful or threatening to human health or environment, Grantor agrees to take all steps necessary to assure its containment and remediation, including any cleanup that may be required, unless the release was caused by the Grantee, in which case Grantee shall be responsible for remediation.

TO HAVE AND TO HOLD unto GRANTEE SNOHOMISH COUNTY, its respective successors and assigns forever.

IN WITNESS WHEREOF the parties have, by their authorized officers, set their own hands as of the day and year first stated above.

GRANTOR:

CITY OF

By _____
Its: City Mayor

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

I, _____ certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument; on oath stated that he was authorized to execute the instrument; and acknowledged it, as the Mayor of the City of _____, the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this _____ day of _____, 2021_.

Printed Name: _____
NOTARY PUBLIC in and for the State of
Washington, residing at _____.
My Commission Expires: _____.

Attest:

City Clerk

APPROVED AS TO FORM

City Attorney Date

TEMPLATE

ACCEPTED BY GRANTEE:

On _____, the Snohomish County Council adopted Motion 20-_____
authorizing the County Executive to accept the Conservation Easement, pursuant to RCW
64.04.130.

GRANTEE:
SNOHOMISH COUNTY

By: _____
Dave Somers
Snohomish County Executive

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

I, _____ certify that I know or have satisfactory evidence
that _____ is the person who appeared before me, and said person
acknowledged that (he/she) signed this instrument; on oath stated that (he/she) was
authorized to execute the instrument; and acknowledged it, as the _____ of
Snohomish County, the free and voluntary act of such party for the uses and purposes
mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this
____ day of _____, 2021_.

Printed Name: _____
NOTARY PUBLIC in and for the State of
Washington, residing at _____.
My Commission Expires: _____.

APPROVED AS TO FORM:

Deputy Prosecuting Attorney Date

EXHIBIT A

LEGAL DESCRIPTION OF
PROPERTY SUBJECT TO CONSERVATION EASEMENT

TEMPLATE

EXHIBIT B

BASELINE SITE ASSESSMENT

CURRENT CONDITIONS

Please describe the current conditions of the site at the time of acquisition. If a descriptor below does not apply, then indicate "Not Applicable". Please include a description of:

I. PROPERTY DATA

- A. Structures (residential, commercial, agricultural, historic)
- B. Access Roads and/or Road Frontage
- C. Percentage & Type of Impervious Surfaces (note: gravel is considered impervious)
- D. Utilities (power, water, gas, sewer/septic, storm water)
- E. Other Site Improvements
- F. Easements (road, utility, trail, agricultural, other)
- G. Present Use/Proposed Future Use(s)
- H. Mineral Rights and/or Water Rights Held by Property Owner and/or Others

I. Critical Areas

J. Existing Critical Areas Protection Areas and/or Native Growth Protection Areas
(attach a copy of any documentation, e.g. Critical Areas Site Plan)

K. Historic Site Features (Other than Structures)

II. GRAPHIC DOCUMENTATION OF CURRENT SITE CONDITIONS

Please attach documents for items A – D.

A. High resolution aerial photo showing outline of acquisition area.

B. Ground photos of existing site features of significance

C. Site map. Map should note location of features identified above (A - F), including impervious areas.

D. Property boundary survey, if partial acquisition.