

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF LEWIS COUNTY, WASHINGTON

IN THE MATTER OF:

Approving an Applicant Resolution/Authorization
between Lewis County and the Recreation and
Conservation Office (RCO) for three fish passage
restoration projects at county road crossings

}
}
} Resolution No. 18- 148
}
}

WHEREAS, the following projects are listed on Public Works' maintenance
program:

Prairie Creek Fish Barrier Removal, PRISM #18-1493, CMP 1604 (Bunker Creek Road
MP 5.678)

Frase Creek Fish Barrier Removal, PRIMS #18-1492, CMP 1515 (Pigeon Springs Rd
MP 0.50)

MF Newaukum Fish Passage Site ID (45011)(07070), PRISM #17-1420, CMP 1802
(Middle Fork Rd MP 7.07); and

WHEREAS, the conditions of receiving Recreation and Conservation Office
funding requires an Applicant Resolution/Authorization signed by the Chair of the Board
of County Commissioners (BOCC) prior to commencing the projects; and

WHEREAS, the Public Works Director/County Engineer has reviewed the
Applicant Resolution/Authorization between Lewis County and RCO for three fish
passage restoration projects.

NOW, THEREFORE BE IT RESOLVED that the BOCC has determined that
proceeding with the said projects to be in the best public interest and hereby approves
the Applicant Resolution/Authorization for three fish passage restoration projects, and
the Chair of the BOCC is authorized to sign the same.

PASSED IN REGULAR SESSION this 23rd day of April, 2018.

APPROVED AS TO FORM:

Jonathan L. Meyer, Prosecuting Attorney

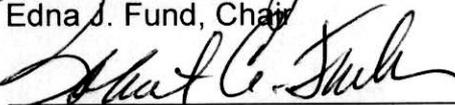


By: Deputy Prosecuting Attorney

**BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY, WASHINGTON**



Edna J. Fund, Chair



Robert C. Jackson, Vice Chair

ATTEST:



Rieva Lester, Clerk of the Lewis County
Board of County Commissioners



Gary Stamper, Member



Recreation and Conservation Office
Applicant Resolution/Authorization

Organization Name (sponsor) Lewis County Public Works

Resolution No. (if applicable) _____

Project(s) Number(s), and Name(s) Prairie Creek Fish Barrier Removal – PRISM #18-1493; Frase Creek Fish Barrier Removal – PRISM # 18-1492; and MF Newaukum Fish Passage Site ID(45011)(07070), PRISM # 17-1420

This resolution/authorization authorizes the person identified below (in section 2) to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with respect to the above Project(s) for which we seek grant funding assistance managed through the Recreation and Conservation Office (Office).

WHEREAS, state grant assistance is requested by our organization to aid in financing the cost of the Project(s) referenced above;

NOW, THEREFORE, BE IT RESOLVED that:

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Project(s)."
2. Edna J. Fund, Chairman of the Lewis County Board of County Commissioners, is authorized to act as a representative/agent for our organization with full authority to bind the organization regarding all matters related to the Project(s), including but not limited to, full authority to: (1) approve submittal of a grant application to the Office, (2) enter into a project agreement(s) on behalf of our organization, (3) sign any amendments thereto on behalf of our organization, (4) make any decisions and submissions required with respect to the Project(s), and (5) designate a project contact(s) to implement the day-to-day management of the grant(s).
3. Our organization has reviewed the sample project agreement on the Recreation and Conservation Office's WEBSITE at: <https://rco.wa.gov/documents/manuals&forms/SampleProjAgreement.pdf>. We understand and acknowledge that if offered a project agreement to sign in the future, it will contain an indemnification and legal venue stipulation (applicable to any sponsor) and a waiver of sovereign immunity (applicable to Tribes) and other terms and conditions substantially in the form contained in the sample project agreement and that such terms and conditions of any signed project agreement shall be legally binding on the sponsor if our representative/agent enters into a project agreement on our behalf. The Office reserves the right to revise the project agreement prior to execution and shall communicate any such revisions with the above authorized representative/agent before execution.
4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative/agent has full legal authority to enter into a project agreement(s) on its behalf, that includes indemnification, waiver of sovereign immunity (as may apply to Tribes), and stipulated legal venue for lawsuits and other terms substantially in the form contained in the sample project agreement or as may be revised prior to execution.
5. Grant assistance is contingent on a signed project agreement. Entering into any project agreement with the Office is purely voluntary on our part.
6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the project agreement, the characteristics of the project, and the characteristics of our organization.

7. Our organization further understands that *prior to* our authorized representative/agent executing the project agreement(s), the RCO may make revisions to its sample project agreement and that such revisions could include the indemnification, the waiver of sovereign immunity, and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the project agreement(s), confer with our authorized representative/agent as to any revisions to the project agreement from that of the sample project agreement. We also acknowledge and accept that if our authorized representative/agent executes the project agreement(s) with any such revisions, all terms and conditions of the executed project agreement (including but not limited to the indemnification, the waiver of sovereign immunity, and the legal venue stipulation) shall be conclusively deemed to be executed with our authorization.
8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.
9. Our organization acknowledges and warrants, after conferring with its legal counsel, that no additional legal authorization beyond this authorization is required to make the indemnification, the waiver of sovereign immunity (as may apply to Tribes), and the legal venue stipulation substantially in form shown on the sample project agreement or as may be revised prior to execution legally binding on our organization upon execution by our representative/agent.
10. *(Recreation and Conservation Funding Board Grant Programs Only)* If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.
11. Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until the Project is complete.
12. *[Acquisition Projects Only]* Our organization acknowledges that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to in writing by our organization and the Office. We agree to dedicate the property in a signed "Deed of Right" for fee acquisitions, or an "Assignment of Rights" for other than fee acquisitions (which documents will be based upon the Office's standard versions of those documents), to be recorded on the title of the property with the county auditor.
13. *[Acquisition Projects Only]* Our organization acknowledges that any property acquired in fee title must be immediately made available to the public unless otherwise provided for in policy, the project agreement, or authorized in writing by the Office Director.
14. *[Development, Renovation, Enhancement, and Restoration Projects Only – If your organization owns the property]* Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the project agreement or an amendment thereto.
15. *[Development, Renovation, Enhancement, and Restoration Projects Only – If your organization DOES NOT own the property]* Our organization acknowledges that any property not owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant program policies unless otherwise provided for per the project agreement or an amendment thereto.
16. *[Only for Projects located in Water Resources Inventory Areas 1 – 19 that are applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, Riparian Protection, or Urban Wildlife Habitat grant categories; or the Puget Sound Acquisition and Restoration program, or a Salmon*

Recovery Funding Board approved grant] Our organization certifies the following: the Project does not conflict with the *Puget Sound Action Agenda* developed by the Puget Sound Partnership under RCW 90.71.310.

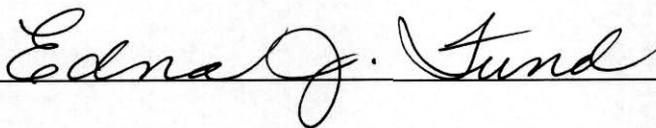
17. This resolution/authorization is deemed to be part of the formal grant application to the Office.
18. Our organization warrants and certifies, after conferring with its legal counsel, that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

[Native American Tribes, Local Governments, and Nonprofit Organizations Only] This application authorization was adopted by our organization during the meeting held:

Location 351 NW North St, Chehalis, WA 98532

Date April 23, 2018

[All Applicants] Signed and approved on behalf of the resolving body of the organization by the following authorized member(s):

Signed 

Title Chairman, Lewis County Board of County Commissioners Date April 23, 2018

Washington State Attorney General's Office

Approved as to form  1/19/18
Assistant Attorney General Date

You may reproduce the above language in your own format; text however may not change.

BOCC AGENDA ITEM SUMMARY

Resolution:

BOCC Meeting Date: Apr 23, 2018

Suggested Wording for Agenda Item:

Agenda Type: Consent

Approving an Applicant Resolution/Authorization between Lewis County and the Recreation and Conservation Office (RCO) for three fish passage restoration projects at county road crossings

Contact Erik Martin

Phone: 2697

Department: Public Works

Action Needed: Approve Resolution

Description

Lewis County's Maintenance Program includes culvert replacement for maintenance and fish passage projects. Three of these project were funded through the Recreation and Conservation Office, and are as follows:

Prairie Creek Fish Barrier Removal, PRISM #18-1493, CMP 1604 (Bunker Creek Rd MP 5.678)

Frase Creek Fish Barrier Removal, PRISM #18-1492, CMP 1515 (Pigeon Springs Rd MP 0.50)

MF Newaukum Fish Passage Site ID (45011)(07070), PRISM #17-1420, CMP 1802 (Middle Fork Rd MP 7.07)

The conditions of receiving funding packages for these projects requires an Applicant Resolution/Authorization between Lewis County and the RCO, signed by the Chair of the Board of County Commissioners (BOCC), prior to commencing the projects.

Approvals:

User	Group	Status
Martin, Erik	Public Works	Pending

Additional Copies

Kim Amrine - PW
Tim Fife - PW
Malcolm Bowie - PW
Ann Weckback - PW

Please return signed original to Public Works.