

CLARK COUNTY STAFF REPORT

DEPARTMENT: Public Works / Parks and Lands / Land and Vegetation Management

DATE: May 29, 2018

REQUESTED ACTION: Approve a resolution with the Washington State Recreation and Conservation Office (RCO) authorizing submittal of a grant application for property acquisition and restoration planning along Mason Creek.

Consent Hearing County Manager

BACKGROUND

On Nov. 4, 2017, the Clark County Council approved Resolution No. 2017-11-06 authorizing the county to issue \$7 million in bonds to acquire property for 10 Legacy Lands projects. Mason Creek was the third highest priority out of the 10 projects.

The Mason Creek grant application seeks to acquire 49.8 acres on Mason Creek and the East Fork Lewis River for a future salmon recovery project. Restoration design will focus on portions of both waterways to improve fish access from the East Fork to Mason Creek, restore flood plain and wetland habitats, install large woody debris or other habitat features, and increase riparian vegetation.

Public Works intends to seek a grant from RCO to leverage county funds for the Mason Creek project. The county council, by approving the attached resolution, will allow Public Works to apply for the grant. RCO requires the approved resolution be submitted, with the grant application, no later than June 12, 2018.

COUNCIL POLICY IMPLICATIONS

The council has already authorized using Conservation Futures funds for the minimum 25 percent grant match through approval of Resolution No. 2017-11-06.

ADMINISTRATIVE POLICY IMPLICATIONS

The council, by approving Resolution No. 2017-11-06, made the 10 Legacy Lands projects a priority for Public Works.

COMMUNITY OUTREACH

These Legacy Lands projects were approved through an extensive public process, including multiple work sessions and hearings with the county council and numerous meetings with the Parks Advisory Board.

BUDGET IMPLICATIONS

Budget associated with this request was previously authorized through the 2018 spring supplemental (PWK-19-18SP).

YES	NO	
X		Action falls within existing budget capacity.
	X	Action falls within existing budget capacity but requires a change of purpose within

PW18-081

		existing appropriation
	X	Additional budget capacity is necessary and will be requested in the next biennium. If YES, please complete the budget impact statement. If YES, this action will be referred to the county council with a recommendation from the county manager.

BUDGET DETAILS

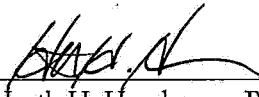
Local Fund Dollar Amount	\$187,027
Grant Fund Dollar Amount	\$561,082 RCO Salmon Recovery grant
Account	Conservation Futures
Total Project Amount	\$748,110
Company Name	N/A

DISTRIBUTION:

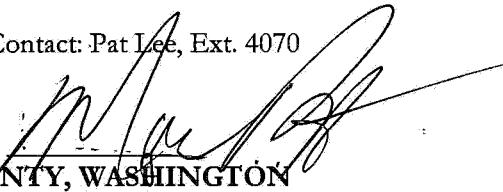
Council staff will post all staff reports to the county website, www.clark.wa.gov/the-grid

Attachments: 2018 RCO Resolution Mason Creek; RCO Applicant Resolution/Authorization


 Kevin Tyler
 Lands Manager


 Heath H. Henderson, PE
 Public Works Director/County Engineer

Primary Staff Contact: Pat Lee, Ext. 4070


APPROVED:
 CLARK COUNTY, WASHINGTON
 CLARK COUNTY COUNCIL

DATE: May 29, 2018
 SR# 107-18



APPROVED: _____
 Jim Rumpeltes, Interim County Manager

DATE: _____

RESOLUTION NO. 2018-05-19

Authorizing the Director of Public Works or his designee to submit applications for grant funding assistance for Salmon Recovery to the Washington State Recreation and Conservation Office.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21

WHEREAS, under the provisions of the Salmon Recovery program, as provided in WAC 286 and subsequent legislative action, Clark County may request state grant assistance to aid in financing the cost of acquisition for or construction of salmon recovery projects; and

WHEREAS, any grant assistance received by Clark County pursuant to the requested aid through the Salmon Recovery program will be used for direct costs associated with implementation of the projects referenced above; and

WHEREAS, Clark County expects that the county's matching share of project funding will be derived from Conservation Futures Funds and potential partnerships, and that pursuant to WAC 286-13-040 (3) the county must certify the available match at least one month before funding approval; and

WHEREAS, Clark County will be responsible for supporting all non-cash commitments to this project that do not materialize; and

WHEREAS, Clark County acknowledges that the grant assistance, if approved, will be paid on a reimbursement basis, and that pursuant to the terms of the grant, Clark County will only request payment from the RCO after incurring eligible and allowable costs and remitting payment to our vendors, and that the RCO will hold retainage until the project is deemed complete; and

WHEREAS, Clark County acknowledges that any property owned by Clark County that is developed, renovated or restored with grant assistance must be dedicated for the

22 purpose of the grant in perpetuity after the project is complete unless otherwise provided and
23 agreed to by Clark County and the Recreation and Conservation Funding Board in the
24 project agreement or an amendment thereto; now, therefore,

25 **THE COUNTY COUNCILORS OF CLARK COUNTY, STATE OF**
26 **WASHINGTON, HEREBY RESOLVE AS FOLLOWS:**

27 1. The Director of Public Works or his designee is authorized to make formal
28 application on behalf of Clark County to the Recreation and Conservation Office for grant
29 assistance for the Mason Creek Project; and

30 2. The Council will sign the attached resolution (Attachment A) created by the
31 RCO as a requirement to qualify for grant funding for the above project; and

32 3. The Director shall submit this resolution and the attached document as part
33 of Clark County's formal application to the RCO for assistance;

34 4. The recitals above are adopted as findings in support of this resolution.

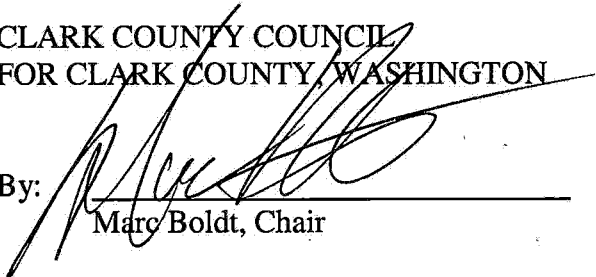
ADOPTED this 29th day of May, 2018.

CLARK COUNTY COUNCIL
FOR CLARK COUNTY, WASHINGTON

Attest:




Clerk to the Board

By: 

Marc Boldt, Chair

Approved as to form only:
ANTHONY F. GOLIK
Prosecuting Attorney

By: _____
Jeanne E. Stewart, Councilor



Amanda Migchelbrink
Civil Deputy

By: _____
Julie Olson, Councilor

By: _____
Eileen Quiring, Councilor

By: _____
John Blom, Councilor



**Recreation and Conservation Office
Applicant Resolution/Authorization**

Organization Name (sponsor): Clark County Public Works/Parks & Lands Division

Resolution No. (if applicable) _____

Project(s) Number(s), and Name(s): 18-1412, Mason Creek Planning and Acquisition

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. **Heath Henderson, Public Works Director/County Engineer** 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.

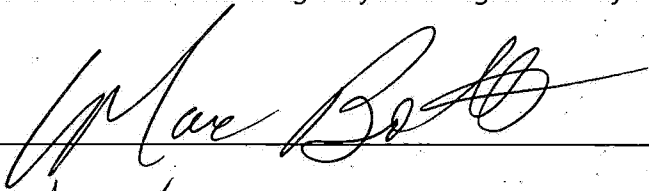
7. Our organization further understands that *prior to our* authorized representative/agent executing the project agreement(s), the RCO may make revisions to its sample project agreement and that such revisions could include the indemnification, the waiver of sovereign immunity, and the legal venue stipulation. 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. 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. 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. 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. This resolution/authorization is deemed to be part of the formal grant application to the Office.
15. 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.

This application authorization was adopted by our organization during the meeting held:

Location: Clark County Council, 1300 Franklin Street, Vancouver, WA 98666

Date May 29, 2018

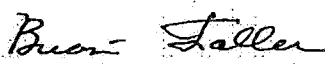
Signed and approved on behalf of the resolving body of the organization by the following authorized member(s):

Signed 

Title Council chair Date May 29, 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.