RESOLUTION NO.

RESOLUTION AUTHORIZING SKAGIT COUNTY PUBLIC WORKS DEPARTMENT STAFF TO APPLY FOR RECREATION AND CONSERVATION OFFICE GRANTS

Project Numbers and Names:

1. Skagit South Fork Channel Construction – 20-1369 ;
2. Day Creek Slough Culvert Final Design – 20-1368; and
3. DeBays Slough Preliminary Design – 20-1367

WHEREAS, this Resolution is intended to authorize the submission of application(s) for grant funding assistance from the Recreation and Conservation Office (the "Office") for the above-described Projects by the Skagit County Public Works Director, or his designee; and

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

WHEREAS, Skagit County (herein "our organization") considers it in the best public interest to complete the Projects described in the application(s).

NOW, THEREFORE, BE IT RESOLVED AND HEREBY ORDERED that:

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Project(s)."

2. The Skagit County Board of 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. 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 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.

13. 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.

14. 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.

15. This resolution/authorization is deemed to be part of the formal grant application to the Office.

16. 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 resolution was adopted by our organization during the meeting held:

Location: Skagit County Commissioners Hearing Room, 1800 Continental Place, Mount Vernon, WA 98273

Date: See Attached Signature Page

Signed and approved by the following authorized representative:

Signed: See Attached Signature Page

Title: See Attached Signature Page

Date: See Attached Signature Page

Washington State Attorney General's Office

Approved as to form Brian Faller 1/19/18

Assistant Attorney General *Date*

PASSED this 6 day of April 2020

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

SKAGIT COUNTY COMMISSIONERS SEAL COURT STATE OF WASHINGTON

Ron Wesen, Chair

Kenneth A. Dahlstedt, Commissioner

Lisa Janicki, Commissioner

Attest:

Clerk of the Board

Approved as to form:

3/27/20

Civil Deputy Prosecuting Attorney

Approved as to Content:

Department Head