



June 6, 2024
615 Sheridan Street
Port Townsend, WA 98368
www.JeffersonCountyPublicHealth.org

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA REQUEST

TO: Board of County Commissioners
Mark McCauley, County Administrator

FROM: Pinky Feria Mingo, Director, Environmental Health and Water
Quality
Tami Pokorny, Natural Resources Program Coordinator

DATE: June 17, 2024

SUBJECT: **WORKSHOP re:** Applications for Grant Assistance to the RCO for the Dosewallips Powerlines Final Design and Rocky Brook Final Design projects, and related Authorizing Resolution.

STATEMENT OF ISSUE:

Public Health requests time for a workshop to discuss Applications for Grant Assistance to the RCO for the Dosewallips Powerlines Final Design and Rocky Brook Final Design projects, and related Authorizing Resolution.

ANALYSIS:

Jefferson County (Public Health) has initiated two grant applications to the Hood Canal Coordinating Council Lead Entity for the Dosewallips Powerlines Final Design and Rocky Brook Final Design projects (no construction, RCO #24 -1095 and #24-1096). For both projects, Public Health will engage landowners, Tribes, stakeholders and the broader community by continuing to host Dosewallips River Collaborative meetings. Project designs will incorporate climate-influenced flow and channel migration projections and meet all FEMA requirements.

In the Powerlines Reach (RM 1.3 - 1.8), the project objective is to work with willing landowners to complete a final design for placement of engineered log jams (ELJs) with the goal of restoring floodplain functions and increasing the quantity, complexity and diversity of habitat for Hood Canal Summer Chum and Mid Hood Canal Chinook salmon. The currently funded preliminary design phase has completed characterizations of the geomorphic, habitat, hydraulic and other conditions of the reach, and the preliminary design will be completed later this year.

In the Rocky Brook Reach, the project objectives are to complete preliminary and final design processes for a pilot project in the lower portion of the reach, RM 3.6 – 4.0, also with the participation of willing landowners. Geomorphic, hydrologic and other initial assessments as well as a resiliency plan for the

reach are nearing completion and will inform this next project phase. Through a range of actions to include engineered log jams and side channel excavation and enhancement, the project will promote self-sustaining habitat forming floodplain processes.

If either or both of these projects are selected for funding by the Salmon Recovery Funding Board, agreements with the RCO will be submitted to the BoCC for consideration ~~in~~ later this year.

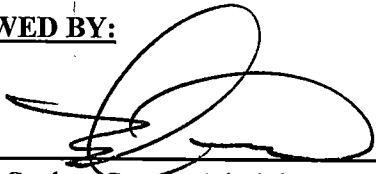
FISCAL IMPACT:

The costs for approving this workshop are negligible. In a change from previous years, no matching contribution is required to either of these grants.

RECOMMENDATION:

JCPH Management recommends time for a workshop to discuss Applications for Grant Assistance to the RCO for the Dosewallips Powerlines Final Design and Rocky Brook Final Design projects, and related Authorizing Resolution.

REVIEWED BY:



Mark McCauley, County Administrator

06/13/24
Date

**STATE OF WASHINGTON
COUNTY OF JEFFERSON**

A Resolution Authorizing Person(s) to Act as the Authorized Representative/Agent on Behalf of Jefferson County and to Legally Bind Jefferson County With Respect to the Dosewallips Powerlines Final Design and Rocky Brook Final Design, Projects #24 - 1095 and #24-1096

RESOLUTION NO. _____

Organization Name (sponsor):	Jefferson County, Washington
Resolution No. or Document Name:	A Resolution Authorizing Person(s) to Act as the Authorized Representative/Agent on Behalf of Jefferson County and to Legally Bind Jefferson County With Respect to the Dosewallips Powerlines Final Design and Rocky Brook Final Design, Projects #24 - 1095 and #24-1096; Resolution No.:
Project(s) Number(s), and Name(s):	Dosewallips Powerlines Final Design and Rocky Brook Final Design, Project #24 -1095 and #24-1096

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

NOW THEREFORE, be it resolved by the Board of County Commissioners of Jefferson County, State of Washington::

Section 1: Whereas Clause Adopted as Fact. The Jefferson County Board of Commissioners hereby adopts the above "Whereas" clause as a Finding of Fact.

Section 2: Purpose. The purpose of this resolution is to authorize persons to act as legally binding representatives of Jefferson County for purposes of the Dosewallips Powerlines Final Design and Rocky Brook Final Design Project #24 -1095 and #24-1096.

Section 3: Authorization. This resolution/authorization authorizes the person(s) identified below (in Section 2) to act as the authorized representative/agent on behalf of Jefferson County ("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) pursuant to the following:

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

- b. Our organization authorizes the following persons or persons holding specified titles/positions (and subsequent holders of those titles/positions) to execute the following documents binding our organization on the above projects:

Grant Document	Name of Signatory or Title of Person Authorized to Sign
Grant application (submission thereof)	Jefferson County Natural Resources Program Coordinator
Project contact (day-to-day administering of the grant and communicating with the RCO)	Jefferson County Natural Resources Program Coordinator
RCO Grant Agreement (Agreement)	Jefferson County Board of Commissioners
Agreement amendments	Jefferson County Board of Commissioners
Authorizing property and real estate documents (Notice of Grant, Deed of Right or Assignment of Rights if applicable). These are items that are typical recorded on the property with the county.	Jefferson County Board of Commissioners

The above persons are considered an “authorized representative(s)/agent(s)” for purposes of the documents indicated. Our organization shall comply with a request from the RCO to provide documentation of persons who may be authorized to execute documents related to the grant.

- c. Our organization has reviewed the sample RCO Grant Agreement on the Recreation and Conservation Office’s WEB SITE at: <https://rco.wa.gov/wp-content/uploads/2019/06/SampleProjAgreement.pdf>. We understand and acknowledge that if offered an agreement to sign in the future, it will contain an indemnification and legal venue stipulation and other terms and conditions substantially in the form contained in the sample Agreement and that such terms and conditions of any signed Agreement shall be legally binding on the sponsor if our representative/agent enters into an Agreement on our behalf. The Office reserves the right to revise the Agreement prior to execution.
- d. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative(s)/agent(s) have full legal authority to act and sign on behalf of the organization for their assigned role/document.
- e. Grant assistance is contingent on a signed Agreement. Entering into any Agreement with the Office is purely voluntary on our part.
- f. 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 Agreement, the characteristics of the project, and the characteristics of our organization.

- g. Our organization further understands that prior to our authorized representative(s)/agent(s) executing any of the documents listed above, the RCO may make revisions to its sample Agreement and that such revisions could include the indemnification and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the Agreement(s), confer with our authorized representative(s)/agent(s) as to any revisions to the project Agreement from that of the sample Agreement. We also acknowledge and accept that if our authorized representative(s)/agent(s) executes the Agreement(s) with any such revisions, all terms and conditions of the executed Agreement shall be conclusively deemed to be executed with our authorization.
- h. 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.
- i. **[for 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.
- j. 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 all project deliverables, grant reports, or other responsibilities are complete.
- k. **[for 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. 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 Agreement, or authorized in writing by the Office Director.
- l. **[for Development, Renovation, Enhancement, and Restoration Projects Only—If our organization owns the project 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 Agreement or an amendment thereto.
- m. **[for Development, Renovation, Enhancement, and Restoration Projects Only—If our 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 Agreement or an amendment thereto.

- n. **[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; Aquatic Lands Enhancement Account; 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.
- o. This resolution/authorization is deemed to be part of the formal grant application to the Office.
- p. Our organization warrants and certifies 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.

Section 4: SEPA Compliance. This resolution is categorically exempt from the threshold determination and Environmental Impact Statement requirements of the State Environmental Policy Act under WAC 197-11-800(19).

Section 5: Effective Date. This resolution shall take effect immediately upon adoption.

Section 6: Severability. If any one or more section, subsections, or sentences of this resolution are held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this Resolution and the same shall remain in full force and effect.

(SIGNATURES APPEAR ON THE NEXT PAGE)

This Applicant Resolution/Authorization was signed and approved on behalf of Jefferson County by the following authorized persons during the meeting held on in the County Commissioners' Chambers the Jefferson County Courthouse, Port Townsend, Washington on this _____ day of _____, 2024.

JEFFERSON COUNTY
BOARD OF COMMISSIONERS

Kate Dean, Chair

Greg Brotherton, Member

SEAL: _____
Heidi Eisenhour, Member

ATTEST:

Carolyn Gallaway, Date
Clerk of the Board

Approved as to form only:

Philip C. Hunsucker, Date
Chief Civil Deputy Prosecuting Attorney

Washington State Attorney General's Office:
Approved language as to form on 2/13/2020