

Jefferson County
Board of Commissioners
Agenda Request

To: Board of Commissioners
Mark McCauley, County Administrator

From: Monte Reinders, P.E., Public Works Director/County Engineer 

Agenda Date: August 12, 2024

Subject: FBRB-RCO grant application resolution for:
Center Road MP 3.23 Fish Barrier Culverts Removal Planning
(Design and Permitting Phase)

Statement of Issue: In 2023 Public Works applied for a Fish Barrier Removal Board (FBRB) grant for design and permitting phase costs for a culvert or bridge structure to replace two existing fish passage barrier culverts at Center Road MP 3.23 (Chimacum Creek). The project was not initially selected for funding but the grant program has since received turn-back funding which has now been made available to Jefferson County. WA-Recreation Conservation Office (RCO) manages the FBRB grant process and requires resolutions with grant funding applications. In order to take advantage of this funding the previous resolution needs to be updated.

Analysis/Strategic Goals/Pro's & Con's: The existing culverts exhibit deterioration and need to be replaced with a new culvert or bridge that is not a barrier to fish passage. The State Legislature funds this competitive process for local agencies to systematically remove fish barriers on local roads.

Fiscal Impact/Cost Benefit Analysis: The estimated project costs and funding are shown in the table below:

Project Description	Phase	24-29 TIP Project #	FBRB Grant Funds (85%)	NFPP Grant Funds (15%)	Total Est. Cost
Center Rd. MP 3.23 Culvert Replacement	PE	31	\$504,900	\$89,100	\$594,000

Recommendation: Public Works recommends that the Board adopt the required resolution and return a signed copy to Public Works Office for inclusion with the grant application.

Department Contact: Mark Thurston, P.E. Project Manager, 385-9242.

Reviewed By:


Mark McCauley, County Administrator


Date

STATE OF WASHINGTON
COUNTY OF JEFFERSON

In the matter of:

Applying for FBRB grant funding for the
Center Road MP 3.23 Fish Barrier Removal
RCO Project #21-1413 P

x
x
x

RESOLUTION NO. _____

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

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

NOW, THEREFORE, BE IT RESOLVED that:

1. Jefferson County has applied for or intends to apply for funding assistance managed by the Office for the above "Project(s)."
2. Jefferson County 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)	Mark Thurston, Engineer IV, Project Manager
Project contact (day-to-day administering of the grant and communicating with the RCO)	Mark Thurston, Engineer IV, Project Manager Eric Kuzma, Asst. Public Works Director / Engineering Services Manager
RCO Grant Agreement (Agreement)	Jefferson County Board of County Commissioners
Agreement amendments	Monte Reinders, P.E. Public Works Director / County Engineer
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.	Monte Reinders, P.E. Public Works Director / County Engineer

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

3. Jefferson County 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.
4. Jefferson County 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 County for their assigned role/document.
5. Grant assistance is contingent on a signed Agreement. Entering into any Agreement with the Office is purely voluntary on our part.
6. Jefferson County 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.
7. Jefferson County 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. Jefferson County 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.
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. [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.
10. Jefferson County 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.
11. **[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.

12. **[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.
13. **[for 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 Agreement or an amendment thereto.
14. **[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.
15. This resolution/authorization is deemed to be part of the formal grant application to the Office.
16. 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.

This resolution/authorization is signed and approved on behalf of the resolving body of our organization by the following authorized member(s):

PASSED AND ADOPTED THIS _____ DAY OF _____, _____.

JEFFERSON COUNTY BOARD OF COMMISSIONERS

SEAL:

ATTEST

Kate Dean, District 1

Heidi Eisenhour, District 2

Carolyn Gallaway, CMC
Clerk of the Board

Greg Brotherton, District 3