



# Whatcom County

COUNTY COURTHOUSE  
311 Grand Avenue, Ste #105  
Bellingham, WA 98225-4038  
(360) 778-5010

## Agenda Bill Master Report

File Number: AB2019-297

---

<b>File ID:</b>	AB2019-297	<b>Version:</b>	1	<b>Status:</b>	Approved
<b>File Created:</b>	05/10/2019	<b>Entered by:</b>	CElder@co.whatcom.wa.us		
<b>Department:</b>	Planning and Development Services Department	<b>File Type:</b>	Resolution		

**First Assigned to:** Council Natural Resources Committee

<b>Agenda Date:</b>	05/21/2019	<b>Next Mtg. Date:</b>		<b>Hearing Date:</b>	
---------------------	------------	------------------------	--	----------------------	--

---

Primary Contact Email: celder@co.whatcom.wa.us

**TITLE FOR AGENDA ITEM:**

Resolution authorizing Whatcom County Executive Jack Louws to act as the authorized representative on behalf of Whatcom County for Washington State Recreation and Conservation Office Washington Wildlife and Recreation Farmland and Forestland Preservation project grants

**SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:**

See staff memo for additional details.

---

**HISTORY OF LEGISLATIVE FILE**

---

<b>Date:</b>	<b>Acting Body:</b>	<b>Action:</b>	<b>Sent To:</b>
05/21/2019	Council Natural Resources Committee	RECOMMENDED FOR APPROVAL	
05/21/2019	Council	APPROVED	

---

**Attachments:** Staff memo, Proposed Resolution

<b>Final Action:</b>	05/21/2019
<b>Enactment Date:</b>	05/21/2019
<b>Enactment #:</b>	RES 2019-027

SPONSORED BY: \_\_\_\_\_  
PROPOSED BY: \_\_\_\_\_ Planning  
INTRODUCTION DATE: \_\_\_\_\_

RESOLUTION # 2019-027

**Authorizing Whatcom County Executive Jack Louws to act as the authorized representative on behalf of Whatcom County for Washington State Recreation and Conservation Office Washington Wildlife and Recreation Farmland and Forestland Preservation project grants**

**Project Numbers and Names**

19-1330A Squalicum Forestry Conservation Easement  
19-1535A Kiera-Duffy Forestry Conservation Easement  
19-1537A Rethlefsen Agricultural Conservation Easement  
19-1542A Bishop Agricultural Conservation Easement

WHEREAS, state grant assistance is requested by Whatcom County, for projects stewarded through the Purchase of Development Rights Program, to aid in financing the cost of the Projects referenced above;

**NOW, THEREFORE, BE IT RESOLVED** by the Whatcom County Council that:

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for above Projects.
2. Jack Louws, Whatcom County Executive, is authorized to act as a representative/agent for our organization with full authority to bind the organization regarding all matters related to the Projects, including but not limited 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 Projects, and (5) designate a project contact to implement 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 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 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.

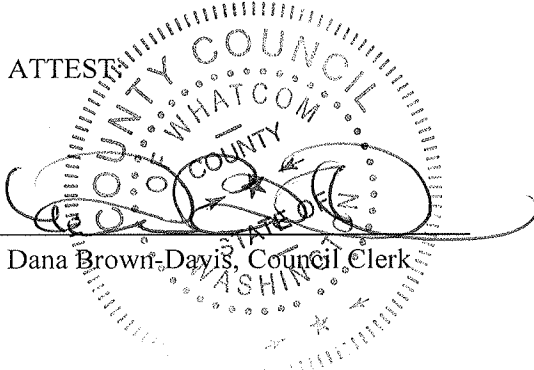
This application authorization was adopted by our organization during the meeting held:

Location: Whatcom County Council Chambers, 311 Grand Avenue, Bellingham, WA 98225

Date: May 21, 2019

APPROVED this 21st day of May, 2019

ATTEST:



WHATCOM COUNTY COUNCIL  
WHATCOM COUNTY, WASHINGTON

Rud Browne, Chairperson

APPROVED as to form:

Civil Deputy Prosecutor