

RESOLUTION NO. 1417

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON, authorizing the City Manager to act as a representative/agent on behalf of the City of Des Moines, and to legally bind the City with respect to the Recreation and Conservation Office Application #20-1551, Development of Sound View Park ("Project"), for which the City seeks grant funding assistance managed through the Recreation and Conservation Office ("Office").

WHEREAS, the state grant assistance is requested by the City to aid in financing the cost of the Project referenced above, and

WHEREAS, the City considers it in the best public interest to complete the Project described in the application; now therefore,

THE CITY COUNCIL OF THE CITY OF DES MOINES RESOLVES AS FOLLOWS:

Sec. 1. The City of Des Moines has applied for or intends to apply for funding assistance managed by the Recreation and Conservation Office ("Office") for the above "Project."

Sec. 2. The City Council authorizes the City Manager or the City Manager's designee (and subsequent holders of those titles/positions) to execute the following documents binding the City on the above project:

- (1) Grant application (submission thereof);
- (2) Project contact (day-to-day administering of the grant and communicating with the RCO);
- (3) RCO Grant Agreement (Agreement);
- (4) Agreement amendments; and
- (5) 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.

The above persons are considered an "authorized representative/agent" for purposes of the documents indicated. The

City shall comply with a request from the RCO to provide documentation of persons who may be authorized to execute documents related to the grant.

Sec. 3. The City Council has reviewed the sample RCO Grant Agreement on the Recreation and Conservation Office's web set 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.

Sec. 4. The City Council acknowledges and warrants, after conferring with its legal counsel, that its authorized representative/agent has full legal authority to act and sign on behalf of the organization for their assigned role/document.

Sec. 5. Grant assistance is contingent on a signed Agreement. Entering into any Agreement with the Office is purely voluntary on our part.

Sec. 6. The City Council 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 the City of Des Moines.

Sec. 7. The City Council further understands that prior to our authorized representative/agent 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, confer with our authorized representative/agent as to any revisions to the project Agreement from that of the sample Agreement. We also acknowledge and accept that if our authorized representative/agent executes the Agreement with any such

revisions, all terms and conditions of the executed Agreement shall be conclusively deemed to be executed with our authorization.

Sec. 8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the Project referenced above.

Sec. 9. [for Recreation and Conservation Funding Board Grant Programs Only] If match is required for the grant, we understand the City must certify the availability of match at least one month before funding approval. In addition, the City understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.

Sec. 10. The City 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.

Sec. 11. [for Acquisition Projects Only] The City 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 the City 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.

Sec. 12. [for Development, Renovation, Enhancement, and Restoration Projects Only-If the City 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.

Sec. 13. [for Development, Renovation, Enhancement, and Restoration Projects Only-If the City DOES NOT own the property] The City acknowledges that any property not owned by the City 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.

Sec. 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.

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

Sec. 16. The City warrants and certifies that this resolution/authorization was properly and lawfully adopted following the requirements of the City and applicable laws and policies and that the City Council has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

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ADOPTED BY the City Council of the City of Des Moines, Washington this 6th day of August, 2020 and signed in authentication thereof this 6th day of August, 2020.



M A Y O R

APPROVED AS TO FORM:

/s/ Timothy George
City Attorney

ATTEST:



City Clerk