

RESOLUTION NO. 1383

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 18-1612 Acquisition The Van Gasken on Des Moines Waterfront ("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 to act as a representative/agent for the City of Des Moines with full authority to bind the City regarding all matters related to the Project, 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 the City;

(3) Sign any amendments thereto on behalf of the City;

(4) Make any decisions and submissions required with respect to the Project; and

(5) Designate a Project contact to implement the day-to-day management of the grant.

Sec. 3. The City Council has reviewed the sample Project agreement on the Recreation and Conservation Office's WEBSITE at: <https://rco.wa.gov/documents/manuals&forms/SampleProjAgreement.pdf>. The City Council understands and acknowledges 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.

Sec. 4. The City Council acknowledges and warrants, after conferring with its legal counsel, that its authorized representative/agent has full legal authority to enter into a Project agreement 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.

Sec. 5. Grant assistance is contingent on a signed Project agreement. Entering into any Project 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 Project agreement, the characteristics of the Project, and the characteristics of the City of Des Moines.

Sec. 7. The City of Des Moines further understands that prior to our authorized representative/agent executing the Project agreement, the Office 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. The City accepts the legal obligation that the City shall, prior to execution of the Project agreement, confer with our authorized representative/agent as to any revisions to

the Project agreement from that of the sample Project agreement. The City also acknowledge and accept that if our authorized representative/agent executes the Project agreement 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.

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. The Des Moines City Council 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.

Sec. 10. (Recreation and Conservation Funding Board Grant Programs Only] If match is required for the grant, the City Council understands 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. 11. The City Council acknowledges that if it receives grant funds managed by the Office, the Office will pay the City on only a reimbursement basis. The City understands reimbursement basis means that the City will only request payment from the Office after the City incurs grant eligible and allowable costs and pays them. The Office may also determine an amount of retainage and hold that amount until the Project is complete.

Sec. 12. [Acquisition Projects Only] The City Council 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. The City agrees 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.

Sec. 13. [Acquisition Projects Only] The City Council 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.

1 **Sec. 14.** [Development, Renovation, Enhancement, and Restoration Projects Only - If your organization owns the property] The City of Des Moines acknowledges that any property owned by the City 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.

Sec. 15. [Development, Renovation, Enhancement, and Restoration Projects Only - If your organization DOES NOT own the property] The City Council 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 Project agreement or an amendment thereto.

Sec. 16. [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; or the Puget Sound Acquisition and Restoration program, or a Salmon Recovery Funding Board approved grant] The City Council certifies that the Project does not conflict with the Puget Sound Action Agenda developed by the Puget Sound Partnership under RCW 90.71.310.

Sec. 17. This Resolution is deemed to be part of the formal grant application to the Office.

Sec. 18. The City Council warrants and certifies, after conferring with its legal counsel, that this Resolution was properly and lawfully adopted following the requirements of the City of Des Moines and applicable laws and policies and that the

City has full legal authority to commit the City to the warranties, certifications, promises and obligations set forth herein.

ADOPTED BY the City Council of the City of Des Moines, Washington this 26th day of April, 2018 and signed in authentication thereof this 26th day of April, 2018.



M A Y O R

APPROVED AS TO FORM:



City Attorney

ATTEST:



City Clerk