



Legislation Text

File #: Res 32062, Version: 1

CITY OF SEATTLE

RESOLUTION _____

A RESOLUTION relating to Seattle Parks and Recreation; authorizing the Superintendent of Parks and Recreation to act as the authorized representative/agent on behalf of The City of Seattle and to legally bind The City of Seattle with respect to certain projects for which the City seeks grant-funding assistance managed through the Recreation and Conservation Office.

WHEREAS, state grant assistance is requested by The City of Seattle to aid in financing the cost of the following projects (“Projects”), to be administered by Seattle Parks and Recreation (SPR): Colman Pool Renovation, Rainier Beach Skate Park, Little Brook Park, Carkeek Park Rail Overpass, and Soundview Playfield Improvements; and

WHEREAS, on August 18, 2017, the Seattle City Council passed Resolution 31763, adopting the 2017 Parks and Open Space Plan; and

WHEREAS, the Projects are included in SPR’s Asset Management Plan, the 2017 Parks and Open Space Plan, 2007 Citywide Skatepark Plan, the 2016-2021 Capital Improvement Program, and/or the Seattle Park District Major Maintenance Plan; and

WHEREAS, state grant assistance is requested by SPR to aid in financing the cost of the Projects referenced above; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEATTLE, THE MAYOR

CONCURRING, THAT:

Section 1. The City of Seattle (for the purposes of this resolution, “we/us/our”) has applied for or intends to apply to the State of Washington for funding assistance managed by the State Recreation and Conservation Office (“Office”) for the “Proposed CIP Projects” in the amount set forth in the “Grant Request”

column below:

Proposed CIP Projects	RCO Program Category	Match	Grant Request
Colman Pool Renovation	WA Wildlife & Recreation (WWRP)	\$3,617,360	\$500,000
	Youth Athletic Facilities (YAF)		\$350,000
Rainier Beach Playfield Skatepark	Land & Water Conservation Fund (LWCF)	\$1,000,000	\$1,000,000
	WA Wildlife & Recreation (WWRP)		\$500,000
Carkeek Park Rail Overpass	WA Wildlife & Recreation (WWRP)	\$1,300,000	\$1,800,000
	Aquatic Lands Enhancement Act (ALEA)		\$500,000
Little Brook Park Improvements	Land & Water Conservation Fund (LWCF)	\$500,000	\$800,000
	WA Wildlife & Recreation (WWRP)		\$500,000
Soundview Playfield Improvements	Land & Water Conservation Fund (LWCF)	\$3,000,000	\$2,000,000
	WA Wildlife & Recreation (WWRP)		\$500,000
	Youth Athletic Facilities (YAF)		\$350,000
Total		\$9,417,360	\$8,800,000

Section 2. The City of Seattle authorizes the following person 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)	Moshe Hecht / Sr. Funds and Contracts Coordinator, Seattle Parks and Recreation, Michelle Whitfield / Capital Projects Coordinator, Seattle Parks and Recreation
Project contact (day-to-day administering of the grant and communicating with the RCO)	Moshe Hecht / Sr. Funds and Contracts Coordinator, Seattle Parks and Recreation
RCO Grant Agreement (Agreement)	Christopher Williams / Acting Superintendent, Seattle Parks and Recreation

Agreement amendments	Christopher Williams / Acting Superintendent, Seattle Parks and Recreation. Alternate Signers include the Deputy Superintendent, Finance Director, and Policy Director of Seattle Parks and Recreation.
Authorizing property and real estate documents (Notice of Grant, Deed of Right or Assignment of Rights if applicable). These are items that are typically recorded on the property with the county.	Christopher Williams / Acting Superintendent, Seattle Parks and Recreation. Alternate Signers include the Deputy Superintendent, Finance Director, and Policy Director of Seattle Parks and Recreation.

The above persons are considered “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.

Section 3. The City of Seattle has reviewed the Sample Project Agreement, which is attached to this resolution as Attachment A. The City of Seattle 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, to the extent allowed by law, on The City of Seattle if the Superintendent or the authorized representative/agent enters into a project agreement on our behalf. The City of Seattle’s obligations under any indemnity provision authorized by this resolution are subject to any limitations imposed by state law. Appropriated funds that are subject to this indemnity obligation include, but are not limited to, funds in the Licensee’s self-insurance program and in the judgment claims subfund (00126) established by Ordinance 124088, and future moneys appropriated for the same purposes. The City of Seattle understands that 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.

Section 4. The City of Seattle acknowledges and warrants that the Superintendent will have full legal

authority to enter on its behalf into a project agreement(s) 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 to the maximum extent allowed by law or as may be revised prior to execution.

Section 5. Grant assistance is contingent on a signed project agreement. Entering into any project agreement with the Office is purely voluntary on the part of The City of Seattle.

Section 6. The City of Seattle 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 Seattle.

Section 7. The City of Seattle further understands that prior to executing the project agreement(s), 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 of Seattle accepts the legal obligation that prior to execution of the project agreement(s), the Superintendent shall inform City Council of any revisions to the project agreement from that of the Sample Project Agreement and obtain required authority to enter the agreement on behalf of The City of Seattle. The City of Seattle also acknowledges and accepts that the Superintendent will not execute the project agreement(s) without required authorizing legislation and that after execution of 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) may be deemed to be executed with the authorization of The City of Seattle and apply to the maximum extent allowed by law.

Section 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.

Section 9. [Reserved from State template due to City legislative requirements.]

Section 10. If match is required for the grant, we understand The City of Seattle must certify the

availability of match at least one month before funding approval. In addition, The City of Seattle understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.

Section 11. The City of Seattle acknowledges that if it receives grant funds managed by the Office, the Office will pay us on 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.

Section 12. The City of Seattle acknowledges that any property owned by The City of Seattle 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 by the Office in writing and pursuant to the project agreement or an amendment thereto. 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 pursuant to the project agreement or an amendment thereto.

Section 13. The City of Seattle passes this resolution with the understanding that it shall be deemed to be part of the formal grant application to the Office.

Section 14. By adopting this resolution, The City of Seattle warrants and certifies that it has full legal authority to commit The City of Seattle to the warranties, certifications, promises, and obligations set forth in this resolution.

Adopted by the City Council the _____ day of _____, 2022, and signed by me in open session in authentication of its adoption this _____ day of _____, 2022.

President _____ of the City Council

The Mayor concurred the _____ day of _____, 2022.

Bruce A. Harrell, Mayor

Filed by me this _____ day of _____, 2022.

Elizabeth M. Adkisson, Interim City Clerk

(Seal)

Attachments:
Attachment A - Sample RCO Project Agreement