



Legislation Text

File #: Res 32034, 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 State Recreation and Conservation Office (RCO).

WHEREAS, state grant assistance is requested by The City of Seattle to aid in financing the cost of the

following projects to be administered by Seattle Parks and Recreation: Be'er Sheva Phase 2, and the Garfield Super Block; and

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

WHEREAS, the projects are included in The City of Seattle's 2016-2021 Capital Improvement Program and the Seattle Park District Major Maintenance Plan; and

WHEREAS, state grant assistance is requested by Seattle Parks and Recreation 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, "the City" and "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 (RCO) for two Capital Improvement Program projects ("Proposed CIP Projects" or "Project(s)") in the amount set forth in the "Grant Request" column below:

| Proposed CIP Projects | RCO Category / Project # | Grant Request | Match | Total |
|-----------------------|--------------------------|---------------|-------|-------|
|-----------------------|--------------------------|---------------|-------|-------|

|                      |  |                    |                    |                    |
|----------------------|--|--------------------|--------------------|--------------------|
| Be'er Sheva Phase 2  | Land and Water Conservation Fund (LWCF) Legacy Program / 21-1304 | \$472,000          | \$472,000          | \$944,000          |
| Garfield Super Block | LWCF - Legacy Program / 21-1305                                  | \$2,085,000        | \$2,085,000        | \$4,170,000        |
| <b>Total</b>         |  | <b>\$2,557,000</b> | <b>\$2,557,000</b> | <b>\$5,114,000</b> |

Section 2. The Superintendent of Parks and Recreation (“Superintendent”), or the Superintendent’s designee, is authorized to act as the authorized representative/agent for the City, who has or will have by the time any project agreement is executed full authority to bind the City regarding all matters related to the Project(s), including but not limited to full authority to: (1) approve submittal of a grant application to the RCO; (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(s); and (5) designate a project contact (s) to implement the day-to-day management of the grant(s).

Section 3. The City has reviewed the sample project agreement, which is attached to this resolution as Attachment 1. The City 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 if the Superintendent or the authorized representative/agent enters into a project agreement on our behalf. The City’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 Fund (00126) established by Ordinance 124088, and future moneys appropriated for the same purposes. The City understands that the RCO 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 acknowledges and warrants that the Superintendent will have full legal authority to enter on its behalf into a project agreement(s) that include 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 RCO is purely voluntary on the part of the City.

Section 6. The City 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.

Section 7. The City further understands that prior to 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. The City accepts the legal obligation that prior to execution of the project agreement(s), the Superintendent shall inform the 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. The City also acknowledges and accepts that the Superintendent will not execute the project agreement(s) without required authorizing legislation and that after execution 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 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 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.

Section 11. The City acknowledges that if it receives grant funds managed by the RCO, the RCO will pay us on a reimbursement basis. We understand “reimbursement basis” means that we will only request payment from the RCO after we incur grant-eligible and allowable costs and pay them. The RCO may also determine an amount of retainage and hold that amount until the Project(s) are complete.

Section 12. The City 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 by the RCO in writing and per 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 passes this resolution with the understanding that it shall be deemed to be part of the formal grant application to the RCO.

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

Adopted by the City Council the \_\_\_\_\_ day of \_\_\_\_\_, 2021, and signed by me in open session in authentication of its adoption this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
President \_\_\_\_\_ of the City Council

The Mayor concurred the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Jenny A. Durkan, Mayor

Filed by me this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Monica Martinez Simmons, City Clerk

(Seal)

Attachments:  
Attachment 1 - Sample RCO Project Agreement