



Legislation Text

File #: Res 32084, 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 Washington State 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): Discovery Park South Beach Trail; Stan Sayres Boat Launch Renovation; and South Leschi Transient Moorage; 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, 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, “the City” or “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 the “Proposed CIP Projects” in the amount set forth in the “Grant Request”

column below:

Proposed CIP Projects	RCO Program Category	Match	Grant Request
Discovery Park South Beach Trail	Recreational Trails Program (RTP)	\$88,000	\$150,000
	Trails-Nonhighway and Off-Road Vehicle Activities Program (NOVA-Trails)		\$182,111
Stan Sayres Boat Launch Renovation	Boating Facilities Program (BFP)	\$1,010,576	\$820,000
South Leschi Transient Moorage	Boating Facilities Program (BFP)	\$3,955,597	\$1,000,000
Total		\$5,054,173	\$2,152,111

Section 2. The City 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. Project Funds and Contracts Coordinator
Project contact (day-to-day administering of the grants and communicating with the RCO)	Moshe Hecht / Sr. Project Funds and Contracts Coordinator
RCO Grant Agreement (Agreement)	Anthony Paul Diaz / Superintendent
Agreement amendments	Anthony Paul Diaz / Superintendent. Alternate Signers include the Deputy Superintendent, Planning, Development and Maintenance Director, and Policy Director.
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.	Anthony Paul Diaz / Superintendent. Alternate Signers include the Deputy Superintendent, Planning, Development and Maintenance Director, and Policy Director.

The above persons are considered “authorized representative(s)/agent(s)” for purposes of the documents indicated. Our organization shall comply with a request from RCO to provide documentation of persons who

may be authorized to execute documents related to the grant.

Section 3. The City has reviewed the sample project agreement, which is attached to this resolution as Attachment A. 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 subfund (00126) established by Ordinance 124088, and future moneys appropriated for the same purposes. The City understands that 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 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 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), 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 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 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 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 RCO, RCO will pay us on a reimbursement basis. We understand “reimbursement basis” means that we will only request payment from RCO after we incur grant-eligible and allowable costs and pay them. RCO may also determine an amount of retainage and hold that amount until the Project is 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 RCO 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 passes this resolution with the understanding that it shall be deemed to be part of the formal grant application to 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 _____, 2023, and signed by me in open session in authentication of its adoption this _____ day of _____, 2023.

President _____ of the City Council

The Mayor concurred the _____ day of _____, 2023.

Bruce A. Harrell, Mayor

Filed by me this _____ day of _____, 2023.

Elizabeth M. Adkisson, Interim City Clerk

(Seal)

Attachments:

Attachment A - Sample RCO Project Agreement