

CITY OF SEATTLE

RESOLUTION 32140

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 (“City”) to aid in financing the cost of the following projects to be administered by Seattle Parks and Recreation:

- Smith Cove Playfield Conversion;
- Walt Hundley Playfield Replacement and ADA;
- Dr. Jose Rizal Park Renovation;
- Hutchinson Playground Renovation; and
- Lake City Floodplain Park Development; and

WHEREAS, on May 1, 2024, the Seattle City Council passed Resolution 32135 adopting the City’s 2024 Parks and Open Space Plan; and

WHEREAS, the projects are included in Seattle Parks and Recreation’s Asset Management Plan, the 2024 Parks and Open Space Plan, the 2022-2028 Capital Improvement Program, and/or 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, “we/us/our” or “the City”) 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 following projects:

Smith Cove Playfield Conversion;
Walt Hundley Playfield Replacement and ADA;
Dr. Jose Rizal Park Renovation;
Hutchinson Playground Renovation; and
Lake City Floodplain Park Development.

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 the City regarding the projects in Section 1 of this resolution:

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
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)	Anthony Paul Diaz / Superintendent, Seattle Parks and Recreation. Alternate signers include the Deputy Superintendent\Chief of Staff and the Deputy Superintendent of Planning and Capital Development.
Agreement amendments	Anthony Paul Diaz / Superintendent, Seattle Parks and Recreation. Alternate signers include the Deputy Superintendent\Chief of Staff and the Deputy Superintendent of Planning and Capital Development.
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, Seattle Parks and Recreation. Alternate signers include the Deputy Superintendent\Chief of Staff and the Deputy Superintendent of Planning and Capital Development.

1 The above persons are considered an “authorized representative(s)/agent(s)” for purposes
2 of the documents indicated. The City of Seattle shall comply with a request from the Office to
3 provide documentation of persons who may be authorized to execute documents related to the
4 grant.

5 Section 3. The City has reviewed the sample Grant Agreement on the Recreation and
6 Conservation Office’s website at: [https://rco.wa.gov/wp-](https://rco.wa.gov/wp-content/uploads/2019/06/SampleProjAgreement.pdf)
7 [content/uploads/2019/06/SampleProjAgreement.pdf](https://rco.wa.gov/wp-content/uploads/2019/06/SampleProjAgreement.pdf). We understand and acknowledge that if
8 offered an agreement to sign in the future, it will contain an indemnification and legal venue
9 stipulation and other terms and conditions substantially in the form contained in the sample
10 Agreement and that such terms and conditions of any signed Agreement shall be legally binding
11 on the sponsor if our representative/agent enters into an Agreement on our behalf. The Office
12 reserves the right to revise the Agreement prior to execution.

13 Section 4. The City of Seattle acknowledges and warrants, after conferring with its legal
14 counsel, that its authorized representative(s)/agent(s) have full legal authority to act and sign on
15 behalf of the organization for their assigned role/document.

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

18 Section 6. The City understands that grant policies and requirements vary depending on
19 the grant program applied to, the grant program and source of funding in the Agreement, the
20 characteristics of the project, and the characteristics of the City.

21 Section 7. The City further understands that prior to our authorized
22 representative(s)/agent(s) executing any of the documents listed above, the Office may make
23 revisions to its sample Agreement and that such revisions could include the indemnification and

1 the legal venue stipulation. The City accepts the legal obligation that we shall, prior to execution
2 of the Agreement(s), confer with our authorized representative(s)/agent(s) as to any revisions to
3 the project Agreement from that of the sample Agreement. We also acknowledge and accept that
4 if our authorized representative(s)/agent(s) executes the Agreement(s) with any such revisions,
5 all terms and conditions of the executed Agreement shall be conclusively deemed to be executed
6 with our authorization.

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

9 Section 9. If match is required for the grant, we understand the City must certify the
10 availability of match at least one month before funding approval. In addition, the City
11 understands it is responsible for supporting all non-cash matching share commitments to these
12 projects should they not materialize.

13 Section 10. The City of Seattle acknowledges that if it receives grant funds managed by
14 the Office, the Office will pay us on a reimbursement basis. We understand reimbursement basis
15 means that we will only request payment from the Office after we incur grant eligible and
16 allowable costs and pay them. The Office may also determine an amount of retainage and hold
17 that amount until all project deliverables, grant reports, or other responsibilities are completed.

18 Section 11. The City of Seattle acknowledges that any property owned by the City that is
19 developed, renovated, enhanced, or restored with grant assistance must be dedicated for the
20 purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or the
21 Office in writing and per the Agreement or an amendment thereto.

22 Section 12. The City of Seattle acknowledges that any property not owned by the City
23 that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for

1 the purpose of the grant as required by grant program policies unless otherwise provided for per
2 the Agreement or an amendment thereto.

3 Section 13. The City certifies that the projects do not conflict with the Puget Sound
4 Action Agenda developed by the Puget Sound Partnership under RCW 90.71.310.

5 Section 14. This resolution/authorization is deemed to be part of the formal grant
6 application to the Office.

7 Section 15. The City warrants and certifies that this resolution/authorization was properly
8 and lawfully adopted following the requirements of the City and applicable laws and policies and
9 that the City has full legal authority to commit the City to the warranties, certifications, promises
10 and obligations set forth in this resolution.

Adopted by the City Council the 30th day of July, 2024,
and signed by me in open session in authentication of its adoption this 30th day of
July, 2024.



President _____ of the City Council

The Mayor concurred the 6th day of August, 2024.



Bruce A. Harrell, Mayor

Filed by me this 6th day of August, 2024.



Scheereen Dedman, City Clerk

(Seal)