

RESOLUTION NO. _____

A RESOLUTION authorizing the Mayor and the Parks and Recreation Manager to act as the authorized representatives on behalf of the City and to legally bind the City with respect to Grant Application 20-1680 through the Washington State Recreation and Conservation Office for which the City seeks grant funding assistance.

WHEREAS, grant assistance is requested by the City to aid in financing the cost of the Project(s) referenced above;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City has applied for or intends to apply for funding assistance managed by the Office for the above Project.
2. The City authorizes the following persons or persons holding specified titles/positions (and subsequent holders of those titles/positions) to execute the following documents binding the City on the above projects:

Grant Document	Name of Signatory or Title of Person Authorized to Sign
Grant application (submission thereof)	Jerry Acheson, Parks and Recreation Manager
Project contact (day-to-day administering of the grant and communicating with the RCO)	Jerry Acheson, Parks and Recreation Manager
RCO Grant Agreement (Agreement)	Mayor Barry McDonnell
Agreement amendments	Mayor Barry McDonnell
Authorizing property and real estate documents (Notice of Grant, Deed of Right or Assignment of Rights if applicable). These are items that are typical recorded on the property with the county.	Mayor Barry McDonnell

The above persons are considered an authorized representative(s) for purposes of the documents indicated. The City shall comply with a request from the RCO to provide documentation of persons who may be authorized to execute documents related to the grant.

3. The City has reviewed the sample RCO Grant Agreement on the Recreation and Conservation Office's WEB SITE at: <https://rco.wa.gov/wp-content/uploads/2019/06/SampleProjAgreement.pdf>. We understand and acknowledge that if offered an agreement to sign in the future, it will contain an indemnification and legal venue stipulation and other terms and conditions substantially in the form contained in the sample Agreement and that such terms and conditions of any signed Agreement shall be legally binding on the sponsor if our

representative/agent enters into an Agreement on our behalf. The Office reserves the right to revise the Agreement prior to execution.

4. The City acknowledges and warrants, after conferring with its legal counsel, that its authorized representative(s) have full legal authority to act and sign on behalf of the organization for their assigned role/document.
5. Grant assistance is contingent on a signed Agreement. Entering into any Agreement with the Office is purely voluntary on our part.
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 Agreement, the characteristics of the project, and the characteristics of the City.
7. The City further understands that prior to our authorized representative(s) executing any of the documents listed above, the RCO may make revisions to its sample Agreement and that such revisions could include the indemnification and the legal venue stipulation. The City accepts the legal obligation that we shall, prior to execution of the Agreement(s), confer with our authorized representative(s) as to any revisions to the project Agreement from that of the sample Agreement. We also acknowledge and accept that if our authorized representative(s) executes the Agreement(s) with any such revisions, all terms and conditions of the executed Agreement shall be conclusively deemed to be executed with our authorization.
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.
9. 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.
10. The City acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only 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 all project deliverables, grant reports, or other responsibilities are complete.
11. The City 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 the City and the Office. We agree 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. The City acknowledges that any property acquired in fee title must be immediately made available to the public unless otherwise provided for in policy, the Agreement, or authorized in writing by the Office Director.
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 Office in writing and per the Agreement or an amendment thereto.

13. The City 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 Agreement or an amendment thereto.
14. This resolution is deemed to be part of the formal grant application to the Office.
15. The City warrants and certifies that this resolution/authorization was properly and lawfully adopted following the requirements of the City 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 Council of the City of Camas and approved by the Mayor this ____ day of _____, 2020.

SIGNED: _____
Mayor

ATTEST: _____
Clerk

APPROVED as to form:

City Attorney

Introduction: Parcel Map

