

RESOLUTION NO. R2023-007

A RESOLUTION of the City Council of the City of Tumwater, Washington authorizing the person identified below (in section 2) to act as the authorized representative/agent on behalf of The City of Tumwater and to legally bind The City of Tumwater with respect to the Somerset Hill Fish Passage Barrier Removal Design Project #23-1095 for which The City of Tumwater seeks grant funding assistance managed through the Recreation and Conservation Office (Office or RCO).

WHEREAS, grant assistance is requested by our organization to aid in financing the cost of the Project referenced above;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TUMWATER AS FOLLOWS:

Section 1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above “Project.”

Section 2. The City Council of the City of Tumwater hereby authorizes Dan Smith, Water Resources & Sustainability Director, (and subsequent holders of that title/position) to execute the following documents binding our organization on the above Project: (1) Grant application (submission thereof), (2) Project contact (day-to-day administering of the grant and communication with the RCO), (3) RCO Grant Agreement, and , (4) Agreement amendments.

The City Council of the City of Tumwater hereby authorizes Debbie Sullivan, Mayor (and subsequent holders of that title/position) to execute property and real estate documents (Notice of Grant, Deed of Right of Assignment of Rights if applicable) binding our organization on the above Project. These are items that are typically recorded on the property with the County.

The above persons are considered “authorized representatives/agents” 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 document related to the grant.

Section 3. Our organization 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.

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

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

Section 6. Our organization 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 our organization.

Section 7. Our organization further understands that prior to our authorized representative(s)/agent(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. Our organization accepts the legal obligation that we shall, prior to execution of the Agreement(s), confer with our authorized representative(s)/agent(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)/agent(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.

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. If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understand it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.

Section 10. Our organization 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.

Section 11. Our organization acknowledges that any property owned by our organization 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 project agreement or an amendment thereto.

Section 12. Our organization certifies the following: the Project does not conflict with the Puget Sound Action Agenda developed by the Puget Sound Partnership under RCW 90.71.310.

Section 13. This resolution/authorization is deemed to be part of the formal grant application to the Office.

Section 14. Our organization warrants and certifies that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

Section 15. Ratification. Any act consistent with the authority and prior to the effective date of this Resolution is hereby ratified and affirmed.

Section 16. Severability. The provisions of this Resolution are declared separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion of this Resolution or the invalidity of the application thereof to any person or circumstance, shall not affect the validity of the remainder of the Resolution, or the validity of its application to other persons or circumstances.

****Signatures on the following page****

Section 17. Effective Date. This Resolution shall become effective immediately upon adoption and signature as provided by law.

RESOLVED this ____ day of _____, 2023.

CITY OF TUMWATER

Debbie Sullivan, Mayor

ATTEST:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

Washington State Attorney General's Office

Approved as to form Brian Tallen 2/13/2020
Assistant Attorney General Date