



LYNNWOOD
WASHINGTON

RESOLUTION NO. 2020-09

**A RESOLUTION OF THE CITY OF LYNNWOOD, WASHINGTON
AUTHORIZING APPLICATION FOR GRANT FUNDING ASSISTANCE FOR A
WASHINGTON WILDLIFE AND RECREATION PROGRAM TRAILS PROJECT
GRANT TO THE RECREATION AND CONSERVATION OFFICE AS PROVIDED
IN CHAPTER 79A.15 RCW, ACQUISITION OF HABITAT CONSERVATION
AND OUTDOOR RECREATION LANDS, WAC 286 RECREATION AND
CONSERVATION OFFICE.**

WHEREAS, the City's adopted Parks, Arts, Recreation and Conservation (PARC) Plan includes a comprehensive list of park and recreation capital facility needs; and

WHEREAS, the City has adopted a 6-year list of park capital facilities in the Capital Facilities Plan which includes project # PK2003046C Scriber Lake Park Renovation ("Project"); and

WHEREAS, under the provisions of the Washington Wildlife and Recreation Program (WWRP) Trails State grant assistance is requested to aid in financing the cost of facility development; and

WHEREAS, the Parks, Recreation and Cultural Arts Department is advancing a similar trail design for the Scriber Creek Trail for which the Project's scope and cost estimation was developed for this grant proposal; and

WHEREAS, the City adopted Ordinance 3288 establishing Park Impact Fees which will generate funding for capital projects which add system capacity and for which certain components of the Scriber Lake Park Trail Rehabilitation Project are eligible expenses; and

WHEREAS, the City Council considers it in the best interests of the public to complete the project described in our applications for the Scriber Lake Park Trail Rehabilitation Project 20-1753 (WWRP Trails); now, therefore

**THE CITY COUNCIL OF THE CITY OF LYNNWOOD, WASHINGTON, DO RESOLVE AS
FOLLOWS:**

40 1. The City of Lynnwood, through its Parks, Recreation & Cultural Arts Department,
41 intends to apply for funding assistance managed by the Washington State Recreation and
42 Conservation Office ("Office") for the projects referenced above.

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44 2. Our organization authorizes the following persons or persons holding specified
45 titles/positions (and subsequent holders of those titles/positions) to execute the following
46 documents binding our organization on the above projects:
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| Grant Document | Name of Signatory or Title of Person Authorized to Sign |
|---|---|
| Grant application (submission thereof) | Sarah Olson, Deputy PRCA Director |
| Project contact (day-to-day administering of the grant and communicating with the RCO) | Monica Thompson, Senior Park Planner Sarah Olson, Deputy PRCA Director |
| RCO Grant Agreement (Agreement) | Mayor Nicola Smith |
| Agreement amendments | Mayor Nicola Smith |
| 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 Nicola Smith |

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49 The above persons are considered an "authorized representative(s)/agent(s)" for purposes of the
50 documents indicated. Our organization shall comply with a request from the RCO to provide
51 documentation of persons who may be authorized to execute documents related to the grant.

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53 3. Our organization has reviewed the sample RCO Grant Agreement on the
54 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
55 offered an agreement to sign in the future, it will contain an indemnification and legal venue
56 stipulation and other terms and conditions substantially in the form contained in the sample
57 Agreement and that such terms and conditions of any signed Agreement shall be legally binding
58 on the sponsor if our representative/agent enters into an Agreement on our behalf. The Office
59 reserves the right to revise the Agreement prior to execution.
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61
62 4. Our organization acknowledges and warrants, after conferring with its legal
63 counsel, that its authorized representative(s)/agent(s) have full legal authority to act and sign on
64 behalf of the organization for their assigned role/document.
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66 5. Grant assistance is contingent on a signed Agreement. Entering into any
67 Agreement with the Office is purely voluntary on our part.
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69 6. Our organization understands that grant policies and requirements vary
70 depending on the grant program applied to, the grant program and source of funding in the
71 Agreement, the characteristics of the project, and the characteristics of our organization.
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73 7. Our organization further understands that prior to our authorized
74 representative(s)/agent(s) executing any of the documents listed above, the RCO may make
75 revisions to its sample Agreement and that such revisions could include the indemnification and
76 the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to
77 execution of the Agreement(s), confer with our authorized representative(s)/agent(s) as to any
78 revisions to the project Agreement from that of the sample Agreement. We also acknowledge
79 and accept that if our authorized representative(s)/agent(s) executes the Agreement(s) with any
80 such revisions, all terms and conditions of the executed Agreement shall be conclusively deemed
81 to be executed with our authorization.
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83 8. Any grant assistance received will be used for only direct eligible and allowable
84 costs that are reasonable and necessary to implement the project(s) referenced above.
85

86 9. [for Recreation and Conservation Funding Board Grant Programs Only] If match is
87 required for the grant, we understand our organization must certify the availability of match at
88 least one month before funding approval. In addition, our organization understands it is
89 responsible for supporting all non-cash matching share commitments to this project should they
90 not materialize.
91

92 10. Our organization acknowledges that if it receives grant funds managed by the
93 Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis
94 means that we will only request payment from the Office after we incur grant eligible and
95 allowable costs and pay them. The Office may also determine an amount of retainage and hold
96 that amount until all project deliverables, grant reports, or other responsibilities are complete.
97

98 11. [for Acquisition Projects Only] Our organization acknowledges that any property
99 acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity
100 unless otherwise agreed to inwriting by our organization and the Office. We agree to dedicate
101 the property in a signed "Deed of Right" for fee acquisitions, or an "Assignment of Rights" for
102 other than fee acquisitions (which documents will be based upon the Office's standard versions
103 of those documents), to be recorded on the title of the property with the county auditor. Our
104 organization acknowledges that any property acquired in fee title must be immediately made
105 available to the public unless otherwise provided for in policy, the Agreement, or authorized in
106 writing by the Office Director.
107

108 12. [for Development, Renovation, Enhancement, and Restoration Projects Only-If
109 our organization owns the project property] Our organization acknowledges that any property
110 owned by our organization that is developed, renovated, enhanced, or restored with grant
111 assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed
112 by grant program policy, or Office inwriting and per the Agreement or an amendment thereto.
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114 13. [for Development, Renovation, Enhancement, and Restoration Projects Only-If
115 your organization DOES NOT own the property] Our organization acknowledges that any
116 property not owned by our organization that is developed, renovated, enhanced, or restored

117 with grant assistance must be dedicated for the purpose of the grant as required by grant
118 program policies unless otherwise provided for per the Agreement or an amendment thereto.
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120 14. [Only for Projects located in Water Resources Inventory Areas 1-19 that are
121 applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and
122 Enhancement, Riparian Protection, or Urban Wildlife Habitat grant categories; Aquatic Lands
123 Enhancement Account; or the Puget Sound Acquisition and Restoration program, or a Salmon
124 Recovery Funding Board approved grant] Our organization certifies the following: the Project
125 does not conflict with the Puget Sound Action Agenda developed by the Puget Sound Partnership
126 under RCW 90.71.310.
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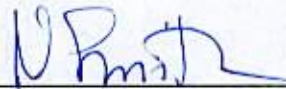
128 15. This resolution/authorization is deemed to be part of the formal grant application to
129 the Office.
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131 16. Our organization warrants and certifies that this resolution/authorization was
132 properly and lawfully adopted following the requirements of our organization and applicable
133 laws and policies and that our organization has full legal authority to commit our organization to
134 the warranties, certifications, promises and obligations set forth herein.
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137 This Resolution shall be in full force and effect from and after its adoption and approval.
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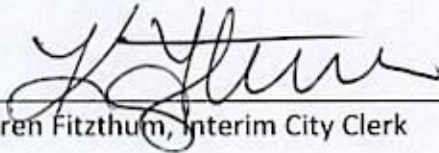
139 **PASSED BY THE CITY COUNCIL, the 27th day of July 2020.**
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141 APPROVED:

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145 _____
146 Nicola Smith, Mayor

147 ATTEST/AUTHENTICATED:

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151 Karen Fitzthum, Interim City Clerk
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159 FILED WITH ADMINISTRATIVE SERVICES: 07/23/2020
160 PASSED BY THE CITY COUNCIL: 07/27/2020
161 RESOLUTION NUMBER: 2020-09