



RESOLUTION NO. 2022-06

**A RESOLUTION OF THE CITY OF LYNNWOOD, WASHINGTON
AUTHORIZING APPLICATIONS FOR GRANT FUNDING ASSISTANCE 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 projects #PK2005059A Town Square Park Acquisition, #PK1998031A Strategic Park Acquisitions (applying as Sprague’s Pond Park Addition), #PK2003046C Scriber Lake Park Boardwalk Trail, and #201500107 Scriber Creek Trail Improvements (“Projects”); and

WHEREAS, under the provisions of the Washington State Recreation Conservation Office grant programs, grant assistance is requested to aid in financing the cost of property acquisitions and facility development; 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 Projects are eligible expenses; and

WHEREAS, the City Council considers it in the best interests of the public to complete the project described in our project applications; now, therefore

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

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

40 2. Our organization authorizes the following persons or persons holding specified
 41 titles/positions (and subsequent holders of those titles/positions) to execute the following
 42 documents binding our organization on the above projects:
 43

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 Christine Frizzell
Agreement amendments	Mayor Christine Frizzell
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 Christine Frizzell

44
 45
 46 The above persons are considered an “authorized representative(s)/agent(s)” for purposes of the
 47 documents indicated. Our organization shall comply with a request from the RCO to provide
 48 documentation of persons who may be authorized to execute documents related to the grant.
 49

50 3. Our organization has reviewed the sample RCO Grant Agreement on the
 51 Recreation and Conservation Office’s WEB SITE at: [https://rco.wa.gov/wp-](https://rco.wa.gov/wp-content/uploads/2019/06/SampleProjAgreement.pdf)
 52 [content/uploads/2019/06/SampleProjAgreement.pdf](https://rco.wa.gov/wp-content/uploads/2019/06/SampleProjAgreement.pdf). We understand and acknowledge that if
 53 offered an agreement to sign in the future, it will contain an indemnification and legal venue
 54 stipulation and other terms and conditions substantially in the form contained in the sample
 55 Agreement and that such terms and conditions of any signed Agreement shall be legally binding
 56 on the sponsor if our representative/agent enters into an Agreement on our behalf. The Office
 57 reserves the right to revise the Agreement prior to execution.
 58

59 4. Our organization acknowledges and warrants, after conferring with its legal
 60 counsel, that its authorized representative(s)/agent(s) have full legal authority to act and sign on
 61 behalf of the organization for their assigned role/document.
 62

63 5. Grant assistance is contingent on a signed Agreement. Entering into any
 64 Agreement with the Office is purely voluntary on our part.
 65

66 6. Our organization understands that grant policies and requirements vary
 67 depending on the grant program applied to, the grant program and source of funding in the
 68 Agreement, the characteristics of the project, and the characteristics of our organization.
 69

70 7. Our organization further understands that prior to our authorized
71 representative(s)/agent(s) executing any of the documents listed above, the RCO may make
72 revisions to its sample Agreement and that such revisions could include the indemnification and
73 the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to
74 execution of the Agreement(s), confer with our authorized representative(s)/agent(s) as to any
75 revisions to the project Agreement from that of the sample Agreement. We also acknowledge
76 and accept that if our authorized representative(s)/agent(s) executes the Agreement(s) with any
77 such revisions, all terms and conditions of the executed Agreement shall be conclusively deemed
78 to be executed with our authorization.

79
80 8. Any grant assistance received will be used for only direct eligible and allowable
81 costs that are reasonable and necessary to implement the project(s) referenced above.

82
83 9. [for Recreation and Conservation Funding Board Grant Programs Only] If match is
84 required for the grant, we understand our organization must certify the availability of match at
85 least one month before funding approval. In addition, our organization understands it is
86 responsible for supporting all non-cash matching share commitments to this project should they
87 not materialize.

88
89 10. Our organization acknowledges that if it receives grant funds managed by the
90 Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis
91 means that we will only request payment from the Office after we incur grant eligible and
92 allowable costs and pay them. The Office may also determine an amount of retainage and hold
93 that amount until all project deliverables, grant reports, or other responsibilities are complete.

94
95 11. [for Acquisition Projects Only] Our organization acknowledges that any property
96 acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity
97 unless otherwise agreed to in writing by our organization and the Office. We agree to dedicate
98 the property in a signed "Deed of Right" for fee acquisitions, or an "Assignment of Rights" for
99 other than fee acquisitions (which documents will be based upon the Office's standard versions
100 of those documents), to be recorded on the title of the property with the county auditor. Our
101 organization acknowledges that any property acquired in fee title must be immediately made
102 available to the public unless otherwise provided for in policy, the Agreement, or authorized in
103 writing by the Office Director.

104
105 12. [for Development, Renovation, Enhancement, and Restoration Projects Only–If
106 our organization owns the project property] Our organization acknowledges that any property
107 owned by our organization that is developed, renovated, enhanced, or restored with grant
108 assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed
109 by grant program policy, or Office in writing and per the Agreement or an amendment thereto.

110
111 13. [for Development, Renovation, Enhancement, and Restoration Projects Only–If
112 your organization DOES NOT own the property] Our organization acknowledges that any property
113 not owned by our organization that is developed, renovated, enhanced, or restored with grant

114 assistance must be dedicated for the purpose of the grant as required by grant program policies
115 unless otherwise provided for per the Agreement or an amendment thereto.

116
117 14. [Only for Projects located in Water Resources Inventory Areas 1-19 that are
118 applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and
119 Enhancement, Riparian Protection, or Urban Wildlife Habitat grant categories; Aquatic Lands
120 Enhancement Account; or the Puget Sound Acquisition and Restoration program, or a Salmon
121 Recovery Funding Board approved grant] Our organization certifies the following: the Project
122 does not conflict with the Puget Sound Action Agenda developed by the Puget Sound Partnership
123 under RCW 90.71.310.

124
125 15. This resolution/authorization is deemed to be part of the formal grant application to
126 the Office.

127
128 16. Our organization warrants and certifies that this resolution/authorization was
129 properly and lawfully adopted following the requirements of our organization and applicable
130 laws and policies and that our organization has full legal authority to commit our organization to
131 the warranties, certifications, promises and obligations set forth herein.


132
133
134 This Resolution shall be in full force and effect from and after its adoption and approval.

135
136 PASSED BY THE CITY COUNCIL, the 14th day of March 2022.

137
138 APPROVED:

139
140
141  3/22/2022
142 77ADF363AF504F4...
143 Christine Frizzell, Mayor
144

145 ATTEST/AUTHENTICATED:

146
147 
148 540664C7EC00433...
149 Karen Fitzthum, City Clerk
150