

RESOLUTION R-5437

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING THE JUANITA CREEK CULVERT REPLACEMENT AT 137TH PL - RCO FISH PASSAGE GRANT APPLICATION.

WHEREAS, the City of Kirkland wishes to apply for the RCO PRISM Fish Passage Barrier Removal Grant Application for Project No. 20-1615 REST, under Project Name: JUANITA CREEK CULVERT REPLACEMENT AT 137TH PL KIRK; and

WHEREAS, this resolution/authorization authorizes the person(s) identified below (in Section 2) to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with respect to the above Project(s) for which we seek grant funding assistance managed through the Recreation and Conservation Office (Office); and

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

NOW, THEREFORE, be it resolved by the City Council of the City of Kirkland as follows:

Section 1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Project(s)."

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

Grant Document	Name of Signatory or Title of Person Authorized to Sign
Grant application (submission thereof)	Rachel Konrady – Surface Water Planner
Project contact (day-to-day administering of the grant and communicating with the RCO)	Patrick Herbig – Project Engineer
RCO Grant Agreement (Agreement)	Tracey Dunlap – Deputy City Manager
Agreement amendments	Tracey Dunlap – Deputy City Manager
Authorizing property and real estate documents (Notice of Grant, Deed of Right or Assignment of Rights if applicable). These are items that	Tracey Dunlap – Deputy City Manager

are typical recorded on the property with the county.	
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The above persons are considered an "authorized representative(s)/agent(s)" 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 documents 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 act and 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.

82 Section 9. Our organization acknowledges that if it receives
83 grant funds managed by the Office, the Office will pay us on only
84 a reimbursement basis. We understand reimbursement basis
85 means that we will only request payment from the Office after we
86 incur grant eligible and allowable costs and pay them. The Office
87 may also determine an amount of retainage and hold that amount
88 until all project deliverables, grant reports, or other responsibilities
89 are complete.

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91 Section 10. [for Development, Renovation, Enhancement,
92 and Restoration Projects Only-If our organization owns the
93 project property] Our organization acknowledges that any
94 property owned by our organization that is developed, renovated,
95 enhanced, or restored with grant assistance must be dedicated
96 for the purpose of the grant in perpetuity unless otherwise allowed
97 by grant program policy, or Office in writing and per the
98 Agreement or an amendment thereto.

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100 Section 11. [for Development, Renovation, Enhancement,
101 and Restoration Projects Only-If your organization DOES NOT
102 own the property] Our organization acknowledges that any
103 property not owned by our organization that is developed,
104 renovated, enhanced, or restored with grant assistance must be
105 dedicated for the purpose of the grant as required by grant
106 program policies unless otherwise provided for per the Agreement
107 or an amendment thereto.

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109 Section 12. [Only for Projects located in Water Resources
110 Inventory Areas 1-19 that are applying for funds from the Critical
111 Habitat, Natural Areas, State Lands Restoration and
112 Enhancement, Riparian Protection, or Urban Wildlife Habitat grant
113 categories; Aquatic Lands Enhancement Account; or the Puget
114 Sound Acquisition and Restoration program, or a Salmon Recovery
115 Funding Board approved grant] Our organization certifies the
116 following: the Project does not conflict with the Puget Sound
117 Action Agenda developed by the Puget Sound Partnership under
118 RCW 90.71.310.


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

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


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Passed by majority vote of the Kirkland City Council in open meeting this 21 day of July, 2020.

Signed in authentication thereof this 21 day of July, 2020.


Penny Sweet, Mayor

Attest:


Kathi Anderson, City Clerk