

RESOLUTION NO. 2020-16

A RESOLUTION AUTHORIZING THE CITY OF BELLINGHAM TO APPLY FOR AND ENTER INTO AN ESTUARY AND SALMON RESTORATION PROGRAM GRANT FOR ASSISTING WITH THE LITTLE SQUALICUM ESTUARY RESTORATION PROJECT (No. 20-1463)

WHEREAS, the City of Bellingham desires to apply to the Washington State Recreation and Conservation Office (“RCO”) for grant assistance for Little Squalicum Estuary (the “Project”); and

WHEREAS, this resolution authorizes the persons identified below in Section 2 to act as the City’s authorized representative/agent and to legally bind the City with respect to the City’s application for RCO grant assistance for the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BELLINGHAM THAT:

1. The City has applied for or intends to apply for funding assistance managed by the RCO for the Project.
2. The Bellingham City Council hereby 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)	Environmental Coordinator
Project contact (day-to-day administering of the grant and communicating with the RCO)	Environmental Coordinator
RCO Grant Agreement (Agreement)	Mayor
Agreement amendments	Mayor
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

The above persons are considered an “authorized representative(s)/agent(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. City staff have reviewed the sample RCO Grant Agreement on the Recreation and Conservation Office's website at: <https://rco.wa.gov/wp-content/uploads/2019/06/SampleProjAgreement.pdf>. The City understands and acknowledges 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 City if the City's representative/agent enters into an Agreement on the City's 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)/agent(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 the City's 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 our organization.
7. The City 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.
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. The City acknowledges that if it receives grant funds managed by the RCO, the RCO 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 RCO may also determine an amount of retainage and hold that amount until all project deliverables, grant reports, or other responsibilities are complete.
10. The City 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 Agreement or an amendment thereto.

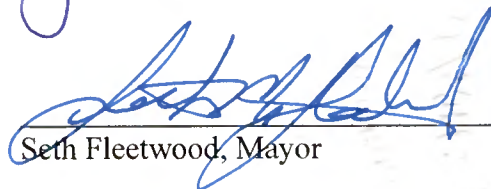
11. The City acknowledges that any property not owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant program policies unless otherwise provided for per the Agreement or an amendment thereto.
12. The City 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.
13. This resolution is deemed to be part of the formal grant application to the Office.
14. The City warrants and certifies that this resolution 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 to the warranties, certifications, promises and obligations set forth herein.

PASSED by the Council this 8th day of June, 2020.



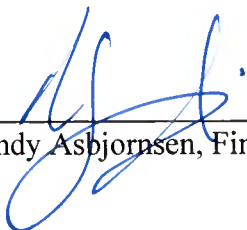
Gene Knutson, Council President

APPROVED by me this 18 day of June, 2020



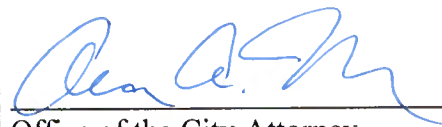
Seth Fleetwood, Mayor

ATTEST:



Andy Asbjornsen, Finance Director

APPROVED AS TO FORM:



Office of the City Attorney