

POULSBO DISTRIBUTION SCHEDULE

RESOLUTION NO. 2016-10

SUBJECT: Waterfront Park 2 Grant Authorization

CONFORM AS TO DATES & SIGNATURES

- Filed with the City Clerk: 04/22/2016
- Passed by the City Council: 04/27/2016
- Signature of Mayor
- Signature of City Clerk
- Publication: _____
- Effective: 04/27/2016

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Kati Diehl

City Clerk

(for)

04/28/2016

Date

RESOLUTION NO. 2016-10

A RESOLUTION THAT AUTHORIZES SUBMITTING APPLICATION(S) FOR GRANT FUNDING ASSISTANCE FOR WASHINGTON WILDLIFE AND RECREATION PROGRAM (WWRP) PROJECT(S) TO THE RECREATION AND CONSERVATION FUNDING BOARD AS PROVIDED IN CHAPTER 79A.15 AND 79A.25 RCW, WAC 286, AND OTHER APPLICABLE AUTHORITIES.

Organization Name City of Poulsbo

Project Name and Number (s) West Poulsbo Waterfront Park

WHEREAS, our organization has approved a comprehensive parks and recreation or habitat conservation plan that includes this project; *[not required for farmland preservation projects]* and

WHEREAS, under provisions of the WWRP program, state grant assistance is requested to aid in financing the cost of acquisition; and

WHEREAS, our organization considers it in the best public interest to complete the project described in the application(s).

NOW, THEREFORE, BE IS RESOLVED that:

1. Mayor Rebecca Erickson is authorized to make formal application to the Recreation and Conservation Funding Board for grant assistance.
2. Our organization has reviewed the sample project agreement on the Recreation and Conservation Office's web site at: <http://www.rco.wa.gov/documents/manuals&forms/SampleProjAgreement.pdf> and authorizes Mayor Rebecca Erickson to enter into such a project agreement, if funding is awarded. We understand and acknowledge that the project agreement will contain the indemnification (applicable to any sponsor) and waiver of sovereign immunity (applicable to Tribes) and other terms and conditions that are contained in the sample project agreement. The sample project agreement may be revised periodically by the Recreation and Conservation Office. Our organization recognizes that such changes might occur prior to our authorized representative signing the actual project agreement, and we accept the responsibility and the presumption that our authorized representative shall have conferred with us as to any such changes before he/she executes the project agreement on behalf of our organization and so executes with our authorization.
3. 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.
4. Our organization expects our matching share of project funding will be derived from the City stormwater utility fund and other grants and that pursuant to WAC 286-13-040 we must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash commitments to this project should they not materialize.
5. We acknowledge that if the Recreation and Conservation Funding Board approves grant assistance for the project(s), the Recreation and Conservation Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request

payment from the Recreation and Conservation Office after we incur eligible and allowable costs and pay them. The Recreation and Conservation Office may also determine an amount of retainage and hold that amount until the project is complete.

6. *[Acquisition Projects Only]* We acknowledge that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to by our organization and the Recreation and Conservation Funding Board. We agree to dedicate the property in a signed "Deed of Right" for fee acquisitions, or an "Assignment of Rights" for other than fee acquisitions (which documents will be based upon RCO's standard versions of those documents), to be recorded on the title of the property with the county auditor.
7. *[Acquisition Projects Only]* We acknowledge that any property acquired in fee title must be immediately made available to the public unless the Recreation and Conservation Office director or the Recreation and Conservation Funding Board agrees to other restrictions.
8. *[Development, Renovation, and Restoration Projects Only – If your organization owns the property]* We acknowledge that any property owned by our organization that is developed, renovated or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity after the project is complete unless otherwise provided and agreed to by our organization and the Recreation and Conservation Funding Board in the project agreement or an amendment thereto.
9. *[Development, Renovation, and Restoration Projects only – If your organization DOES NOT own the property]* We acknowledge that any property not owned by our organization that is developed, renovated or restored with grant assistance must be dedicated for the purpose of the grant for at least twenty-five (25) years after the project is complete unless otherwise provided and agreed to by our organization and the Recreation and Conservation Funding Board in the project agreement or an amendment thereto.
10. *[Projects located in Water Resources Inventory Areas 1 – 19 and applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, and Urban Wildlife Habitat categories only]* We certify that the project(s) does not conflict with the *Puget Sound Action Agenda* developed by the Puget Sound Partnership under RCW 90.71.310. When completed, the project will not result in water quality degradation in Puget Sound, nor loss of ecosystem process, structure, or functions. The project will meet or exceed all permitting requirements.
11. *[Nonprofit Nature Conservancy Organizations Only]* Our organization certifies it is a registered nonprofit corporation with the Washington Secretary of State and has been active in managing similar types of projects for a minimum of three (3) years. Should our organization dissolve or disband during the period of this project, we agree to name a successor organization pursuant to Recreation and Conservation Funding Board policy.
12. This application authorization becomes part of a formal application to the Recreation and Conservation Funding Board for grant assistance.
13. We provided appropriate opportunity for public comment on this application.
14. We certify that this application authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that the person signing as authorized representative is duly authorized to do so.

This application authorization was adopted by our organization during the meeting held in Poulsbo, WA.

RESOLVED this 27th day of April, 2016.


REBECCA ERICKSON, MAYOR

ATTEST/AUTHENTICATED:


RHIANNON FERNANDEZ, CMC, CITY CLERK

FILED WITH THE CITY CLERK: 04/22/2016
PASSED BY THE CITY COUNCIL: 04/27/2016
RESOLUTION NO. 2016-10

Washington State Attorney General's Office

Approved as to form  March 15, 2016
Assistance Attorney General *Date*

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