

Key Peninsula Metropolitan Park District
Dba Key Pen Parks



Resolution No R 2020-06

AUTHORIZING RESOLUTION OF THE BOARD OF PARK COMMISSIONERS OF THE KEY PENINSULA METROPOLITAN PARK DISTRICT FOR RECREATION AND CONSERVATION APPLICATION RESOLUTION/AUTHORIZATION

Project Name 20-1009 Cramer McCracken Acquisition (Minter Creek)

This resolution/authorization authorizes the person identified below (in section 2) to act as the authorized representative/agent on behalf of Key Pen Parks and to legally bind Key Pen Parks with respect to the above Project(s) for which we seek grant funding assistance managed through the Recreation and Conservation Office (Office).

WHEREAS, state grant assistance is requested by Key Pen Parks to aid in financing the cost of the Project(s) referenced above;

NOW, THEREFORE, BE IT RESOLVED that:

1. Key Pen Parks has applied for or intends to apply for funding assistance managed by the Office for the above "Project(s)."
2. Scott Gallacher, Key Pen Parks' Executive Director, is authorized to act as a representative/agent for Key Pen Parks with full authority to bind the organization regarding all matters related to the Project(s), including but not limited to, full authority to: (1) approve submittal of a grant application to the Office, (2) enter into a project agreement(s) on behalf of our organization, (3) sign any amendments thereto on behalf of our organization, (4) make any decisions and submissions required with respect to the Project(s), and (5) designate a project contact(s) to implement the day-to-day management of the grant(s).
3. Key Pen Parks has reviewed the sample project agreement on the Recreation and Conservation Office's WEBSITE at: <https://rco.wa.gov/wp-content/uploads/2019/06/SampleProjAgreement.pdf>. We understand and acknowledge that if offered a project agreement to sign in the future, it will contain an indemnification and legal venue stipulation (applicable to any sponsor) and a waiver of sovereign immunity (applicable to Tribes) and other terms and conditions substantially in the form contained in the sample project agreement and that such terms and conditions of any signed project agreement shall be legally binding on the sponsor if our representative/agent enters into a project agreement on our behalf. The Office reserves the right to revise the project agreement prior to execution and shall communicate any such revisions with the above authorized representative/agent before execution.
4. Key Pen Parks acknowledges and warrants, after conferring with its legal counsel, that its authorized representative/agent has full legal authority to enter into a project agreement(s) on its behalf, that includes indemnification, waiver of sovereign immunity (as may apply to Tribes), and stipulated legal venue for lawsuits and other terms substantially in the form contained in the sample project agreement or as may be revised prior to execution.

5. Grant assistance is contingent on a signed project agreement. Entering into any project agreement with the Office is purely voluntary on our part.
6. Key Pen Parks understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the project agreement, the characteristics of the project, and the characteristics of our organization.
7. Key Pen Parks further understands that *prior to* our authorized representative/agent executing the project agreement(s), the RCO may make revisions to its sample project agreement and that such revisions could include the indemnification, the waiver of sovereign immunity, and the legal venue stipulation. Key Pen Parks accepts the legal obligation that we shall, prior to execution of the project agreement(s), confer with our authorized representative/agent as to any revisions to the project agreement from that of the sample project agreement. We also acknowledge and accept that if our authorized representative/agent executes the project agreement(s) with any such revisions, all terms and conditions of the executed project agreement (including but not limited to the indemnification, the waiver of sovereign immunity, and the legal venue stipulation) 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. Key Pen Parks acknowledges and warrants, after conferring with its legal counsel, that no additional legal authorization beyond this authorization is required to make the indemnification, the waiver of sovereign immunity (as may apply to Tribes), and the legal venue stipulation substantially in form shown on the sample project agreement or as may be revised prior to execution legally binding on Key Pen Parks upon execution by our representative/agent.
10. If match is required for the grant, we understand Key Pen Parks must certify the availability of match at least one month before funding approval. In addition, Key Pen Parks understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.
11. Key Pen Parks acknowledges that if it receives grant funds managed by the Office, the Office 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 Office may also determine an amount of retainage and hold that amount until the Project is complete.
12. Key Pen Parks acknowledges that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to in writing by Key Pen Parks and the Office. 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 the Office's standard versions of those documents), to be recorded on the title of the property with the county auditor.
13. Key Pen Parks acknowledges that any property acquired in fee title must be immediately made available to the public unless otherwise provided for in policy, the project agreement, or authorized in writing by the Office Director.
14. Key Pen Parks 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.

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15. This resolution/authorization is deemed to be part of the formal grant application to the Office.
16. Key Pen Parks warrants and certifies, after conferring with its legal counsel, that this resolution/authorization was properly and lawfully adopted following the requirements of Key Pen Parks and applicable laws and policies and that Key Pen Parks has full legal authority to commit Key Pen Parks to the warranties, certifications, promises and obligations set forth herein.

PASSED AND ADOPTED by the Board of Park Commissioners for Key Pen Parks at a regular meeting held at Volunteer Park this 9th day of March 2020.

Attest:

Key Pen Parks
Board of Commissioners
Pierce County, Washington




Edward Robison, President



Shawn Jensen, Vice President



Kip Clinton, Clerk




Mark Michel, Member-at-Large



Linda Parry, Member-at-Large

Washington State Attorney General's Office

Approved as to form 
1/19/18

Assistant Attorney General

Date