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January 03, 2020

Scott Robinson
Deputy Director, Washington State Recreation and Conservation Office

P.O. Box 40917
Olympia, WA 98504-0917

RE: Change to Authorized Representative: George Davis Creek Fish Passage Design (King Co), RCO #19-1632P

Dear Mr. Robinson,

This letter serves to document a change to the Authorized Representative for the George Davis Creek Fish Passage Project, RCO #19-1632P. The Sammamish City Council previously authorized the City Manager of the City of Sammamish, Mr. Rick Rudometkin, to be the Authorized Representative per City Resolution R2019-842 (see enclosure). Mr. Rudometkin no longer works for the City of Sammamish.

The City Council appointed Mr. Chip Corder to be the Acting City Manager, effective November 20th, 2020. Mr. Corder is authorized to act as a representative/agent for the City with full authority to bind the organization regarding all matters related to the Project.

If you have any further questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in dark ink, appearing to read "Danika Globokar". The signature is fluid and cursive, with a long horizontal stroke at the end.

Danika Globokar, P.E.
Project Manager

Encl: City of Sammamish Authorizing Resolution, R2019-842

**CITY OF SAMMAMISH
WASHINGTON**

Resolution NO. R2019 - 842

**A RESOLUTION OF THE CITY OF SAMMAMISH,
WASHINGTON, AUTHORIZING APPLICATION FOR
FUNDING ASSISTANCE FOR A WASHINGTON STATE
RECREATION AND CONSERVATION OFFICE (RCO),
BRIAN ABBOT FISH BARRIER REMOVAL BOARD
GRANT FOR THE GEORGE DAVIS CREEK FISH
PASSAGE PROJECT.**

WHEREAS, state grant assistance is requested by the City of Sammamish to aid in financing the cost of the Project referenced above;

NOW, THEREFORE, BE IT RESOLVED that:

1. The City of Sammamish ("City") has applied for or intends to apply for funding assistance managed by the Office for the George Davis Creek Fish Passage Project ("Project") above Project.
2. Rick Rudometkin, City Manager, is authorized to act as a representative/agent for the City with full authority to bind the organization regarding all matters related to the Project, 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 the City, (3) sign any amendments thereto, (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. The City of Sammamish has reviewed the sample project agreement on the Recreation and Conservation Office's WEBSITE at:
<https://rco.wa.gov/documents/manuals&forms/SampleProjAgreement.pdf>. The City understands and acknowledges 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 the City's representative/agent enters into a project agreement. 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. The City of Sammamish 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.
6. The City of Sammamish 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 the City.
7. The City of Sammamish 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. The City 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. The City also acknowledges and accepts 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 City 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 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 our organization upon execution by our representative/agent.
10. If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, the City understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.
11. The City acknowledges that if it receives grant funds managed by the Office, the Office will pay on only a reimbursement basis. A 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. 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/authorization is deemed to be part of the formal grant application to the Office.

Melonie Anderson
Melonie Anderson, City Clerk

Approved as to form:



Michael R. Kenyon, City Attorney

Filed with the City Clerk:	July 10, 2019
Passed by City Council:	July 16, 2019
Resolution No.	R2019-842