

**CITY OF SAMMAMISH  
WASHINGTON**

**Resolution NO. R2022 - 948**

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**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  
STORMWATER CULVERT IMPROVEMENT AND 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 Stormwater Culvert Improvement and Fish Passage Project ("Project") above Project.
2. The City Manager, or designee, 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/wp-content/uploads/2019/06/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.

14. The City warrants and certifies, after conferring with its legal counsel, that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

Location      Sammamish City Hall  
                    801 228<sup>th</sup> Ave SE, Sammamish, WA 98075

Date            April 19th, 2022

Signed and approved on behalf of the resolving body of the organization by the following authorized member as specified in Section 2, above:

Signed 

Title City Manager (Acting) Date 4/19/2022

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF  
ON THE 19TH DAY OF APRIL 2022.**

CITY OF SAMMAMISH

  
Christie Malchow, Mayor

ATTEST/AUTHENTICATED:

  
Lita Hachey, City Clerk

Approved as to form:



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Kari Sand, City Attorney - Interim  
Ogden Murphy Wallace P.L.L.C

Filed with the City Clerk:	March 29, 2022
Passed by City Council:	April 19, 2022
Resolution No.:	R2022-948