

# William Shore Memorial Pool District

225 E. 5<sup>th</sup> St.  
Port Angeles, WA 98362  
360-417-9767

## COMMISSIONERS

RANDY JOHNSON, BILL PEACH, ANNA MANILDI, CHERIE KIDD, MICHAEL MERIDETH

## RESOLUTION 3-2018

A RESOLUTION APPROVING THE APPLICATION AND SUBMISSION FOR A GRANT FROM THE RECREATION AND CONSERVATION OFFICE'S LAND AND CONSERVATION FUND (LWCF)

### RECITALS

1. The William Shore Memorial Pool District (the "District"), is a duly organized and legally existing metropolitan park district organized under Chapter 35.61 RCW, and a "municipal corporation" of the State of Washington, incorporated pursuant to an approving vote of its residents on May 19, 2009 and certified on June 3, 2009. The District is located entirely within the County and is governed by a Board of District Commissioners (the "District Board").
2. Project: The District Board has approved a capital project that includes the expansion and renovation of the William Shore Pool and is in the design and engineering phase of the project
3. This resolution/authorization authorizes the person identified below (in section 2) to act as the authorized representative/agent on behalf of the District and to legally bind the District 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 the District to aid in financing the cost of the project referenced above;

NOW, THEREFORE, BE IT RESOLVED that:

1. The District has applied for or intends to apply for funding assistance managed by the Office for the project ("Project") described in section 3 above.
2. Steven D. Burke, Executive Director for the William Shore Pool District is authorized to act as a representative/agent for the District 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 District, (3) sign any amendments thereto on behalf of the District, (4) make any decisions and submissions required with respect to the Project, and (5) designate a project contact(s) to implement the day-to-day management of the grant.
3. The District has reviewed the sample project agreement on the Recreation and Conservation Office's Website at: <https://rco.wa.gov/documents/manuals&forms/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. The District 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. The District 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 District.
7. The District 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 District 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. The District 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 the District upon execution by our representative/agent.
10. If match is required for the grant, we understand the District must certify the availability of match at least one month before funding approval. In addition, the District understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.
11. The District 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. The District acknowledges that any property owned by the District 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 project agreement or an amendment thereto.
13. This resolution/authorization is deemed to be part of the formal grant application to the Office.
14. The District warrants and certifies, after conferring with its legal counsel, that this resolution/authorization was properly and lawfully adopted following the requirements of the District and applicable laws and policies and that the District has full legal authority to commit the District to the warranties, certifications, promises and obligations set forth herein.

This application authorization was adopted by the District during a duly noticed public meeting held on March 27, 2018 at the Clallam County Court House, located at 223 East 4th Street, Port Angeles, Washington 98362.

Signed and approved on behalf of the resolving body of the District by the following authorized member.

PASSED AND ADOPTED this twenty-seventh day of March 2018


WSMPD BOARD OF COMMISSIONERS

ATTEST:

  
Rachelle Sires, Clerk

  
Bill Peach, President

Washington State Attorney General's Office  
Approved as to form

  
Assistant Attorney General

1/19/18  
Date