RESOLUTION NO. 892-26

A Resolution of the Commission of the Port of Port Townsend

AUTHORIZING THE PORT OF PORT TOWNSEND TO FILE AN APPLICATION WITH THE WASHINGTON STATE RECREATION AND CONSERVATION OFFICE (RCO), SEEKING BOATING FACILITIES PROGRAM (BFP) GRANT FUNDING AS PROVIDED IN CHAPTER 79A.25 RCW AND TITLE 286 WAC TO SUPPORT THE PORT HADLOCK BOAT LAUNCH REPLACEMENT PROJECT.

Project Number and Name: 26-2094 DEV, PORT HADLOCK BOAT LAUNCH REPLACEMENT

This resolution authorizes the Executive Director or Deputy Director of the Port of Port Townsend to act as the representative/agent on behalf of our organization and to legally bind our organization with respect to the above-referenced Project for which we seek grant funding assistance managed through the Recreation and Conservation Office ("RCO" or "Office").

WHEREAS, grant assistance is requested by our organization to aid in financing the cost of the Project referenced above;

NOW, THEREFORE, BE IT RESOLVED that:

Section 1. Our organization intends to apply for funding assistance managed by the Office for the above "Project."

Section 2. Our organization authorizes the following persons or persons holding specified titles/positions (and subsequent holders of those titles/positions) to execute the following documents binding our organization on the above project:

Grant Document	Name of Signatory or Title of Person Authorized to Sign
Grant application (submission thereof)	Eron Berg, Executive Director OR Eric Toews, Deputy Director
Project contact (day-to-day administering of the grant and communicating with the RCO)	Dave Nakagawara, Capital Projects Engineer OR Natalie Toews, Capital Projects Administrator
Agreement amendments	Eron Berg, Executive Director OR Eric Toews, Deputy Director
Authorizing property and real estate documents (Notice of Grant, Deed of Right or Assignment of Rights if applicable). These are items that are typically recorded on the property with the county.	Eron Berg, Executive Director OR Eric Toews, Deputy Director

The above persons are considered "authorized representatives/agents" for purposes of the documents indicated. The Port shall comply with a request from the RCO to provide documentation of persons who may be authorized to execute documents related to the grant.

Section 3. Our organization has reviewed the sample RCO Grant Agreement on the Recreation and Conservation Office's WEB SITE at:

https://rco.wa.gov/wp-content/uploads/2019/06/SampleProjAgreement.pdf.

We understand and acknowledge that if offered an agreement to sign in the future, it will contain an indemnification and legal venue stipulation and other terms and conditions substantially in the form contained in the sample Agreement and that such terms and conditions of any signed Agreement shall be legally binding on the sponsor if our representative/agent enters into an Agreement on our behalf. The Office reserves the right to revise the Agreement prior to execution.

Section 4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representatives/agents have full legal authority to act and sign on behalf of the organization for their assigned role/document.

Section 5. Grant assistance is contingent on a signed Agreement. Entering into any Agreement with the Office is purely voluntary on our part.

Section 6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the Agreement, the characteristics of the project, and the characteristics of our organization.

Section 7. Our organization further understands that prior to our authorized representatives/agents executing any of the documents listed above, the RCO may make revisions to its sample Agreement and that such revisions could include the indemnification and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the Agreement(s), confer with our authorized representatives/agents as to any revisions to the project Agreement from that of the sample Agreement. We also acknowledge and accept that if our authorized representatives/agents execute the Agreements with any such revisions, all terms and conditions of the executed Agreement shall be conclusively deemed to be executed with our authorization.

Section 8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the projects referenced above.

Section 9. 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, our organization understands it is responsible for supporting all non-cash matching share commitments to these projects should they not materialize.

Section 10. Our organization 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 all project deliverables, grant reports, or other responsibilities are complete.

Section 11. Our organization acknowledges that any property owned by our organization 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 Agreement or an amendment thereto.

Section 12. Our organization acknowledges that any property not owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant program policies unless otherwise provided for per the Agreement or an amendment thereto.

Section 13. This resolution is deemed to be part of the formal grant application to the Office.

Section 14. Our organization warrants and certifies that this resolution 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.

ADOPTED this 14th day of October 2026, by the Commission of the Port of Port Townsend and duly authenticated in open session by the signatures of the Commissioners voting in favor thereof and the Seal of the Commission duly affixed.

ATTEST:

Carol L. Hasse, Secretary

Pamela A. Petranek, President

Peter W. Hanke, Vice President

On file at:
The Port of Port Townsend Administration Building
2701 Jefferson Street
Port Townsend, WA 98368

APPROVED AS TO FORM:

Port Attorney

Date: May 13, 2026

Washington State Attorney General's Office

Approved as to form: _____ Date: February 13, 2020
Assistant Attorney General