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**CITY OF FIRCREST
RESOLUTION NO. 1529**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON, AUTHORIZING THE CITY MANAGER TO
ACT AS THE AUTHORIZED REPRESENTATIVE/AGENT ON BEHALF
OF THE CITY OF FIRCREST AND TO LEGAL BIND THE CITY OF
FIRCREST WITH RESPECT TO THE FIRCREST COMMUNITY POOL
FOR WHICH WE SEEK GRANT FUNDING ASSISTANCE MANAGED
THROUGH THE RECREATION AND CONSERVATION OFFICE.**

ORGANIZATION NAME (SPONSOR) City of Fircrest

RESOLUTION NO. (IF APPLICABLE) 1529

PROJECT(S) NUMBER(S), AND NAME(S)

1.) 18-1279 DEV, Fircrest Community Pool

2.) 18-1941 DEV, Fircrest Community Pool -LWCF

WHEREAS, the Fircrest community pool is a cherished and heavily used public amenity, averaging nearly 100 visitors a day during the summer; and

WHEREAS, built in 1962, the existing Fircrest community pool has widespread recognition of issues: un-level deck, un-level skimmers, leaking liner or piping or both, pool length that is not quite 25 yards, aged mechanical equipment, and a design that does not account for the high water table of the site; and

WHEREAS, the cost of renovating the pool approaches the cost of a new pool that would fix these problems and provide more current amenities; and

WHEREAS, the City has initiated the process to develop construction ready plans for an outdoor public pool for youth and families to come learn, play, and grow together; and

WHEREAS, state grant assistance is requested by the City of Fircrest to aid in financing the cost of this project; and Now, Therefore

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FIRCREST:

Section 1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Project(s)."

Section 2. Scott Pingel, City Manager, is authorized to act as a representative/agent for our organization 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).

1 **Section 3.** Our organization has reviewed the sample project agreement on the Recreation and
2 Conservation Office's WEBSITE at:
3 <https://rco.wa.gov/documents/manuals&forms/SampleProjAgreement.pdf>. We understand and
4 acknowledge that if offered a project agreement to sign in the future, it will contain an
5 indemnification and legal venue stipulation (applicable to any sponsor) and a waiver of sovereign
6 immunity (applicable to Tribes) and other terms and conditions substantially in the form contained
7 in the sample project agreement and that such terms and conditions of any signed project agreement
8 shall be legally binding on the sponsor if our representative/agent enters into a project agreement
9 on our behalf. The Office reserves the right to revise the project agreement prior to execution and
10 shall communicate any such revisions with the above authorized representative/agent before
11 execution.

12 **Section 4.** Our organization acknowledges and warrants, after conferring with its legal counsel,
13 that its authorized representative/agent has full legal authority to enter into a project agreement(s)
14 on its behalf, that includes indemnification, waiver of sovereign immunity (as may apply to Tribes),
15 and stipulated legal venue for lawsuits and other terms substantially in the form contained in the
16 sample project agreement or as may be revised prior to execution.

17 **Section 5.** Grant assistance is contingent on a signed project agreement. Entering into any project
18 agreement with the Office is purely voluntary on our part.

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

22 **Section 7.** Our organization further understands that *prior to* our authorized representative/agent
23 executing the project agreement(s), the RCO may make revisions to its sample project agreement
24 and that such revisions could include the indemnification, the waiver of sovereign immunity, and
25 the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to
26 execution of the project agreement(s), confer with our authorized representative/agent as to any
27 revisions to the project agreement from that of the sample project agreement. We also acknowledge
28 and accept that if our authorized representative/agent executes the project agreement(s) with any
29 such revisions, all terms and conditions of the executed project agreement (including but not limited
30 to the indemnification, the waiver of sovereign immunity, and the legal venue stipulation) shall be
31 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 project(s) referenced above.

Section 9. Our organization 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.

Section 10. *(Recreation and Conservation Funding Board Grant Programs Only)* 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 this project should they not materialize.

1 **Section 11.** Our organization acknowledges that if it receives grant funds managed by the Office,
2 the Office will pay us on only a reimbursement basis. We understand reimbursement basis means
3 that we will only request payment from the Office after we incur grant eligible and allowable costs
4 and pay them. The Office may also determine an amount of retainage and hold that amount until
5 the Project is complete.

6 **Section 12.** [*Acquisition Projects Only*] Our organization acknowledges that any property acquired
7 with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise
8 agreed to in writing by our organization and the Office. We agree to dedicate the property in a
9 signed “Deed of Right” for fee acquisitions, or an “Assignment of Rights” for other than fee
10 acquisitions (which documents will be based upon the Office’s standard versions of those
11 documents), to be recorded on the title of the property with the county auditor.

12 **Section 13.** [*Acquisition Projects Only*] Our organization acknowledges that any property acquired
13 in fee title must be immediately made available to the public unless otherwise provided for in
14 policy, the project agreement, or authorized in writing by the Office Director.

15 **Section 14.** [*Development, Renovation, Enhancement, and Restoration Projects Only – If your
16 organization owns the property*] Our organization acknowledges that any property owned by our
17 organization that is developed, renovated, enhanced, or restored with grant assistance must be
18 dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program
19 policy, or Office in writing and per the project agreement or an amendment thereto.

20 **Section 15.** [*Development, Renovation, Enhancement, and Restoration Projects Only – If
21 your organization DOES NOT own the property*] Our organization acknowledges that any
22 property not owned by our organization that is developed, renovated, enhanced, or restored
23 with grant assistance must be dedicated for the purpose of the grant as required by grant
24 program policies unless otherwise provided for per the project agreement or an amendment
25 thereto.

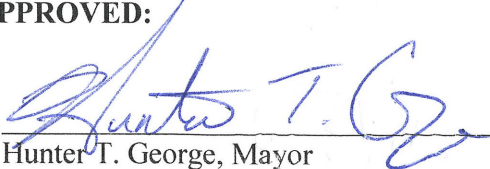
26 **Section 16.** [*Only for Projects located in Water Resources Inventory Areas 1 – 19 that are
27 applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and
28 Enhancement, Riparian Protection, or Urban Wildlife Habitat grant categories; or the Puget
29 Sound Acquisition and Restoration program, or a Salmon Recovery Funding Board approved
30 grant*] Our organization certifies the following: the Project does not conflict with the *Puget Sound
31 Action Agenda* developed by the Puget Sound Partnership under RCW 90.71.310.

Section 17. This resolution/authorization is deemed to be part of the formal grant application to
the Office.

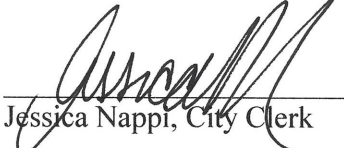
Section 18. Our organization warrants and certifies, after conferring with its legal counsel, that this
resolution/authorization was properly and lawfully adopted following the requirements of our
organization and applicable laws and policies and that our organization has full legal authority to
commit our organization to the warranties, certifications, promises and obligations set forth herein.

1 APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF
2 FIRCREST, WASHINGTON, at a regular meeting thereof this 24th day of April, 2018.

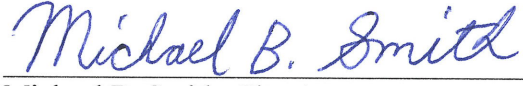
3 APPROVED:

4 
5 Hunter T. George, Mayor

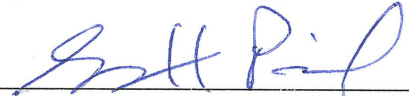
6 ATTEST:

7 
8 Jessica Nappi, City Clerk

9 APPROVED AS TO FORM:

10 
11 Michael B. Smith, City Attorney

12 [All Applicants] Signed and approved on behalf of the resolving body of the organization by the
13 following authorized member(s):

14 Signed 

15
16 Title City Manager Date 4-24-18

17 Washington State Attorney General's Office

18
19 Approved as to form  1/19/18
20 Assistant Attorney General Date