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**CITY OF FIRCREST  
RESOLUTION NO. 1670**

**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 CONCERNING THE BELOW PROJECTS FOR WHICH WE  
SEEK GRANT FUNDING ASSISTANCE MANAGED THROUGH THE  
RECREATION AND CONSERVATION OFFICE.**

**ORGANIZATION NAME (SPONSOR)** City of Fircrest

**RESOLUTION NO. (IF APPLICABLE)** \_\_\_\_\_

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

1.) 20-1437 DEV, Fircrest Tennis Courts Resurfacing

2.) 20-1232 DEV, Fircrest Park Athletic Field Improvements

**WHEREAS**, Fircrest Park and the Fircrest Tennis Courts are cherished and heavily used public amenities; and

**WHEREAS**, the tennis courts, field lighting, and turf at Fircrest Park are aging and in need of substantial maintenance improvements; 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 concerning 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 the full legal authority to enter into a project  
14 agreement(s) on its behalf, that includes indemnification, waiver of sovereign immunity (as may  
15 apply to Tribes), and stipulated legal venue for lawsuits and other terms substantially in the form  
16 contained in the sample project agreement or as may be revised before 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 *before* 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, before the  
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  
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.** *(Recreation and Conservation Funding Board Grant Programs Only)* If a 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 noncash matching share commitments to this project should they not materialize.

1 **Section 10.** 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 11.** [*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. Our organization  
12 acknowledges that any property acquired in the fee title must be immediately made available to the  
13 public unless otherwise provided for in the policy, the Agreement or an amendment thereto.

14 **Section 12.** [*Development, Renovation, Enhancement, and Restoration Projects Only – If your  
15 organization owns the property*] Our organization acknowledges that any property owned by our  
16 organization that is developed, renovated, enhanced, or restored with grant assistance must be  
17 dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program  
18 policy or Office in writing and per the project agreement or an amendment thereto.

19 **Section 13.** [*Development, Renovation, Enhancement, and Restoration Projects Only – If  
20 your organization DOES NOT own the property*] Our organization acknowledges that any  
21 property not owned by our organization that is developed, renovated, enhanced, or restored  
22 with grant assistance must be dedicated for the purpose of the grant as required by grant  
23 program policies unless otherwise provided for per the project agreement or an amendment  
24 thereto.

25 **Section 14.** [*Only for Projects located in Water Resources Inventory Areas 1 – 19 that are  
26 applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and  
27 Enhancement, Riparian Protection, or Urban Wildlife Habitat grant categories; or the Puget  
28 Sound Acquisition and Restoration program, or a Salmon Recovery Funding Board approved  
29 grant*] Our organization certifies the following: the Project does not conflict with the *Puget Sound  
30 Action Agenda* developed by the Puget Sound Partnership under RCW 90.71.310.

**Section 15.** This resolution/authorization is deemed to be part of the formal grant application to  
the Office.

**Section 16.** 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 the full legal authority  
to commit our organization to the warranties, certifications, promises, and obligations set forth  
herein.

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**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON**, at a regular meeting thereof this 25<sup>th</sup> day of August 2020.

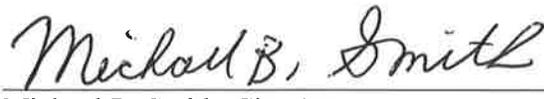
**APPROVED:**

  
\_\_\_\_\_  
Hunter T. George, Mayor

**ATTEST:**

  
\_\_\_\_\_  
Jayne Westman, City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Michael B. Smith, City Attorney

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

Signed  \_\_\_\_\_

Title City Manager Date 8/26/2020

Washington State Attorney General's Office

Approved as to form  \_\_\_\_\_ 2/13/20  
Assistant Attorney General Date