

**CITY OF FIRCREST
RESOLUTION NO. 1917**

**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 LEGALLY BIND
THE CITY OF FIRCREST WITH RESPECT TO PROJECT 24-2401
DEV, FIRCREST PARK BACKSTOP RESTORATION FOR WHICH
THE CITY SEEKS GRANT FUNDING ASSISTANCE MANAGED
THROUGH THE RECREATION AND CONSERVATION OFFICE.**

WHEREAS, Fircrest Park baseball, softball, and t-ball fields are cherished and heavily used public amenities; and

WHEREAS, the backstops at Fircrest Park are aging and in need of substantial maintenance improvements; and

WHEREAS, the City of Fircrest is requesting state grant assistance to aid in financing the cost of the Fircrest Park Backstop Restoration project.

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.”

Section 2. Our organization authorizes the following person 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)	Jeff Grover, Parks and Recreation Director
Project contact (day-to-day administering of the grant and communicating with RCO)	Jeff Grover, Parks and Recreation Director
RCO Grant Agreement (Agreement)	Dawn Masko, City Manager
Agreement amendments	Dawn Masko, City Manager
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.	Dawn Masko, City Manager

The above persons are considered “authorized representative(s)/agent(s)” for purposes of the documents indicated. Our organization shall comply with a request from the RCO to provide documentation of persons who may be authorized to execute documents related to the grant.

1 **Section 3.** Our organization has reviewed the sample RCO Grant Agreement on the
2 Recreation and Conservation Office's website at:

3 <https://rco.wa.gov/documents/manuals&forms/SampleProjAgreement.pdf>.

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

10 **Section 4.** Our organization acknowledges and warrants, after conferring with its legal
11 counsel, that its authorized representative(s)/agent(s) have full legal authority to act and
12 sign on behalf of the organization for their assigned role/document.

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

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

19 **Section 7.** Our organization further understands that prior to our authorized
20 representative(s)/agent(s) executing any of the documents listed above, the RCO may
21 make revisions to its sample Agreement and that such revisions could include the
22 indemnification and the legal venue stipulation. Our organization accepts the legal
23 obligation that we shall, prior to execution of the Agreement(s), confer with our
24 authorized representative(s)/agent(s) as to any revisions to the project Agreement from
25 that of the sample Agreement. We also acknowledge and accept that if our authorized
26 representative(s)/agent(s) executes the Agreement(s) with any such revisions, all terms
27 and conditions of the executed Agreement shall be conclusively deemed to be executed
28 with our authorization.

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

Section 9. *[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.

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.

1 **Section 11.** *[Acquisition Projects Only]* Our organization acknowledges that any
2 property acquired with grant assistance must be dedicated for the purposes of the grant in
3 perpetuity unless otherwise agreed to in writing by our organization and the Office. We
4 agree to dedicate the property in a signed “Deed of Right” for fee acquisitions, or an
5 “Assignment of Rights” for other than fee acquisitions (which documents will be based
6 upon the Office’s standard versions of those documents), to be recorded on the title of the
property with the county auditor. Our organization acknowledges that any property
acquired in the fee title must be immediately made available to the public unless otherwise
provided for in policy, the Agreement, or authorized in writing by the Office Director.

7 **Section 12.** *[Development, Renovation, Enhancement, and Restoration Projects Only –*
8 *If our organization owns the project property]* Our organization acknowledges that any
9 property owned by our organization that is developed, renovated, enhanced, or restored
10 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.

11 **Section 13.** *[Development, Renovation, Enhancement, and Restoration Projects Only –*
12 *If your organization DOES NOT own the property]* Our organization acknowledges that
13 any property not owned by our organization that is developed, renovated, enhanced, or
14 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.

15 **Section 14.** *[Only for Projects located in Water Resources Inventory Areas 1–19 that*
16 *are applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration*
17 *and Enhancement, Riparian Protection, or Urban Wildlife Habitat grant categories;*
18 *Aquatic Lands Enhancement Account; or the Puget Sound Acquisition and Restoration*
program, or a Salmon Recovery Funding Board approved grant] Our organization
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.

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

21 **Section 16.** Our organization warrants and certifies that this resolution/authorization was
22 properly and lawfully adopted following the requirements of our organization and
23 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.

24 **APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF**
25 **FIRCREST, WASHINGTON,** at a regular meeting thereof this 23rd day of July 2024.

26 This resolution/authorization is signed and approved on behalf of the resolving body of
27 our organization by the following authorized member(s):

28 **APPROVED:**

29 

30 Shannon Reynolds, Mayor

1 **ATTEST:**

2 


3 Arlette Burkhardt, City Clerk

4 **APPROVED AS TO FORM:**

5 

6 Robert Zeinemann, City Attorney

7
8 Washington State Attorney General's Office

9
10 Approved as to form 
11 Assistant Attorney General

2/13/20
Date