



**PARKS CAPITAL AND OPEN SPACE PROGRAM**  
**CAPITAL PROJECT GRANT AGREEMENT**

Department/Division: Natural Resources and Parks / Parks and Recreation

Grant Recipient: City of Algona

Project: Wetland Preserve Restoration & Interpretive Trail

Award Amount: \$1,000,000 Project#: 1144509 Contract#: 6416652

Term Period: \_\_\_\_\_ To 11/30/2025

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THIS AGREEMENT is a grant agreement entered into between City of Algona (the “Grant Recipient”) and King County (the “County”) (referred to individually as a “Party” and collectively the “Parties”) for an active recreation, passive recreation, local trail, or other capital project in a park or recreational facility using a Parks Capital and Open Space Program grant.

**RECITALS**

- A. [Ordinance 18890](#), which took effect May 13, 2019, called for a special election to authorize the King County parks, recreation trails, and open space levy. On August 6, 2019, King County voters approved the levy, which included funding for capital projects for active and passive recreation, local trails, or capital projects in parks and recreation facilities in order to construct new and improve existing recreation facilities to address the pressures of rapid growth in King County.
- B. [Motion 15378, Section A.1., and Attachment A](#), further delineated the use of levy funds for the Parks Capital and Open Space Grants Program and the guidelines governing that use.
- C. [Ordinance 19166, Attachment A](#) established the grant award criteria and the process for the distribution of Parks Capital and Open Space Grants as well as the proposed composition of an advisory committee to review and make recommendations on the grant awards.
- D. King County, a home rule charter county and political subdivision of the State of Washington, is authorized to administer the Parks Capital and Open Space Grant Program and enter into agreements for the use of the grant funds with King County towns, cities, or metropolitan parks districts for capital projects for active

and passive recreation, local trails, or capital projects in parks and recreation facilities.

- E. Grant Recipient is a(n) City or Town in King County.
- F. The Parks Capital and Open Space Grant Program Advisory Committee (“Advisory Committee”) has recommended an allocation of levy grant funds to specific projects, pursuant to [Ordinance 19666](#).
- G. King County has selected Grant Recipient to receive a Parks Capital and Open Space Grant award in the amount of \$1,000,000 (“Grant Award Funds”) in order to construct, improve, or repair the Project described below and in the attached exhibits.

NOW THEREFORE, in consideration of the promises, covenants, and other provisions set forth in this Agreement, the Parties agree as follows:

### GRANT AWARD TERMS AND CONDITIONS

#### 1. DEFINITIONS

##### 1.1 Project.

The term “Project” means the design, development, and construction of the Facility described in **Exhibit A**. Grant Award Funds available pursuant to this Agreement may only be used for the Project. To complete the Project, Grant Recipient shall use the Grant Award Funds to design, develop, and construct the Facility, as set forth in **Exhibit B**, consistent with the requirements set forth in this Agreement and in the following attached exhibits, which are incorporated herein by reference:

Map of Facility and/or Schematic	Attached hereto as Exhibit A
Scope of Work	Attached hereto as Exhibit B
Project Budget	Attached hereto as Exhibit C
Insurance Requirements	Attached hereto as Exhibit D
Certificate of Insurance and Endorsements	Attached hereto as Exhibit E
Notice of Grant ( <i>draft</i> )	Attached hereto as Exhibit F

Cultural Resource Preservation Requirements	Attached hereto as Exhibit G
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1.2 Map of Facility and/or Schematic. This Agreement applies to the Project to improve the park and recreational facility (“Facility”) which is located at:

Parcel Number(s): 3621049002

See **Exhibit A** for a visual depiction of the Facility via a map and/or schematic (including boundaries) for the physical address noted above.

1.3 Scope of Work. Grant Recipient shall provide a scope of work (“Scope of Work”), attached hereto as **Exhibit B**, which describes the Project in detail and includes a description of the various design, development, permitting, and construction milestones required for completion of the Project and intended use of the Grant Award Funds. Grant Recipient shall apply the funds received from the County for the Project under this Agreement in accordance with the Scope of Work, attached hereto as **Exhibit B**.

1.4 Project Budget. Grant Recipient shall work with King County to develop a Project Budget (“Project Budget”), attached hereto as **Exhibit C**. King County shall provide the Grant Award Funds to the Grant Recipient to pay for costs and expenditures related to the Project, as set forth in **Exhibits B and C**. Grant Award Funds provided to Grant Recipient may only be used to pay for costs and expenditures related to the Project, as set forth in **Exhibits B and C**.

1.5 Contractor. “Contractor” shall include any contractor or consultant hired by Grant Recipient, including any of the contractor’s or consultant’s subcontractors or subconsultants.

2. EFFECTIVE DATE

The Agreement shall be effective upon signature by both Parties (“Effective Date”).

3. TERM

The term (“Term”) of this Agreement shall begin on the Effective Date and end on 11/30/2025. This Agreement shall remain in effect until such time as it is amended in writing or terminated as provided herein.

4. AMENDMENTS

This Agreement together with the attached exhibits expressly incorporated herein by reference and attached hereto shall constitute the whole Agreement between the Parties. This Agreement may be amended only by an instrument, in writing, duly executed by the Parties. Either party may request changes to this Agreement, however, changes that deviate substantially from the proposal submitted to and approved by the Advisory Committee and the King County Council will need to be approved by those entities.

5. NOTICES

Unless otherwise specified in the Agreement, all notices or documentation required or provided pursuant to this Agreement shall be in electronic form and shall be deemed duly given when received at the addresses first set forth below via electronic mail.

<b>KING COUNTY</b>	<b>City of Algona</b>
Parks Grant Manager	Jessica Griess
Community Investments Unit	City Clerk/Treasurer
King County Parks	City of Algona
201 S Jackson Street Suite #5702	200 Washington Blvd
Seattle, WA 98104	Algona, WA 98001
(206) 848-0984	253-833-2897
ehirschi@kingcounty.gov	jessicag@algonawa.gov
<b><u>*NOTE: Personal contact information for your assigned grant manager is available in the grant management system</u></b>	

Either Party hereto may, at any time, by giving ten (10) days written notice to the other Party, to designate any other address in substitution of the foregoing address to which such notice or communication shall be given.

6. **DISBURSEMENT OF GRANT FUNDS**

- 6.1 Notwithstanding the Effective Date of this Agreement, the County shall pay for eligible and authorized costs supported by adequate documentation, as determined by the County, for the work specified in the Scope of Work (**Exhibit B**) expended from 09/13/2023 through 11/30/2025.
- 6.2 The County may authorize, at County’s sole discretion, release of a portion of the Grant Award Funds to Grant Recipient, upon execution of this Agreement, and receipt of Grant Recipient’s County-approved completed Scope of Work and Project Budget (see Section 1 and **Exhibits B and C**).
- 6.3 The County shall initiate authorization for payment and disbursement of Grant Award Funds after approval of sufficiently detailed Project-related invoices submitted by Grant Recipient. The County shall make payment to Grant Recipient not more than thirty (30) days after a complete and accurate invoice and any other required documentation is received and approved.
- 6.4 Grant Recipient shall submit the final invoice, supporting documentation and any outstanding deliverables, as specified in the Scope of Work (**Exhibit B**) and Project Budget (**Exhibit C**), no later than thirty (30) days after the Contract End Date. If the Grant Recipient’s final invoice, supporting documentation, and reports are not submitted by the day specified in this subsection, or if such final documents are not approved by the County then the County shall have no obligation to pay Grant

Recipient unless and until Grant Recipient submits, and the County approves, a properly completed invoice. Grant Recipient must submit a corrected invoice within 30 days after receiving notice of an improper or incomplete invoice.

7. GRANT REPORTING

All Grant Award Funds received pursuant to this Agreement and accrued interest therefrom must be accounted for separately from all other Grant Recipient accounts and moneys. Until the Project is completed, and all proceeds provided pursuant to this Agreement have been expended, the Grant Recipient shall provide reports to the King County Project Manager on a schedule determined by the County.

8. COMPLETION OF THE PROJECT

Grant Recipient shall complete the Project described in Section 1.1 and **Exhibits A, B and C** of this Agreement. If Grant Recipient cannot complete the Project, as specified by the Scope of Work and deliverables set forth in **Exhibit B**, the County shall be released from any obligation to fund the Project, and the County in its sole discretion may reallocate such funds for other projects in other jurisdictions in accordance with [Ordinance 19166](#) and [Motion 15378](#).

Pursuant to Section 19, Termination, this Agreement will be terminated if the Grant Recipient is unable or unwilling to expend the Grant Award Funds for the Project as provided in this Agreement. The Grant Recipient may not redirect Grant Award Funds for a purpose other than completion of the Project as approved by the Advisory Committee and King County Council.

9. COMMUNICATION AND KING COUNTY MILESTONE NOTIFICATION

Grant Recipient shall recognize County as a “grant sponsor” for the Project in the following manner:

- 9.1 Events: Grant Recipient shall invite and recognize “King County Parks” at all events promoting the Project, and at the final Project dedication.
- 9.2 Community Relations: Grant Recipient shall recognize “King County Parks” as a “grant sponsor” in all social media, websites, brochures, banners, posters, press releases, and other promotional material related to the Project.
- 9.3 King County Parks Notification: Grant Recipient shall notify the King County Parks Grant Manager thirty (30) days prior to any major milestone, such as a groundbreaking or opening dates.
- 9.4 King County Council Notification: If Grant Recipient is a city or town, notification to the King County Council thirty (30) days prior to any major milestone, such as a groundbreaking or opening dates is, required.
- 9.5 Signage: Grant Recipient shall recognize “King County Parks” on any signage as a funder/contributor of project/facility. Grant Recipient is required to use appropriate King County logo on any signage and

communications.

10. DISPOSITION OF REMAINING GRANT AWARD FUNDS

If Grant Recipient does not expend all proceeds obligated to be provided through this Agreement, such proceeds, if held by Grant Recipient, shall be refunded to the County. For purposes of this section, “proceeds” shall include all Grant Award Funds obligated to be provided by the County plus interest accrued by Grant Recipient on the grant funds. Any proceeds in excess of those required to be provided by the County for the actual costs of the Project shall remain with the County for use in its sole discretion.

11. PUBLIC ACCESS

The Grant Award is provided to Grant Recipient for the Project for the purpose of land protection and recreation for the citizens of King County. Therefore, Grant Recipient and any successor in interest agree to maintain the Facility for public use as required by Ordinances [18890](#) and [19166](#), and the Parks Capital and Open Space Grant program requirements specified in [Motion 15378](#). The Facility shall be open and accessible to the public at reasonable hours and times. Grant Recipient shall notify the public of the availability of use by posting and updating that information on its website and by maintaining at entrances and/or other locations openly visible signs with such information. Fees for use of the Facility shall be no greater than those generally charged by public operators of similar facilities in King County.

Notwithstanding temporary closure for required maintenance or repairs, the minimum period of time Grant Recipient must ensure the Project is available for public use is thirty (30) years. If the Facility is retired or otherwise removed from use before the end of the thirty-year period, then the Grant Recipient shall reimburse the Grant Award Funds to King County. **Grant Recipient’s duties under this Section 11 will survive the expiration or earlier termination of this Agreement.**

12. NOTICE OF GRANT

Upon completion of construction of the Facility, a completed Notice of Grant will be provided by King County for execution, a sample of which is attached hereto as **Exhibit F**. Upon final execution of the Notice of Grant, Grant Recipient and/or the legal property owner must record a copy with the appropriate county offices.

13. CONSTRUCTION OF THE FACILITY

13.1 Capital Improvements.

Grant Recipient shall design, develop, and construct mutually agreed upon Facility, features, and amenities in accordance with all applicable design(s), timelines, restrictions, environmental considerations, permitting determinations, neighborhood impact mitigations, and all other requirements. All contracted work by Grant Recipient, its agents, representatives, or subcontractors, shall be bonded and properly insured to ensure the complete and safe design and construction of all facilities, features, and amenities. As between Grant Recipient and King County,

Grant Recipient will be solely responsible to comply with all applicable authorities and to obtain all necessary permits, approvals, and endorsements for the Project.

13.2 Warranties.

With respect to all warranties, express or implied, for work performed or materials supplied in connection with the Project, Grant Recipient shall:

- Obtain all warranties, express or implied, that would be given in normal commercial practice from suppliers, manufacturers, contractors, or installers;
- Require all warranties be executed, in writing; and
- Be responsible to enforce any warranty of a contractor, subcontractor, manufacturer, or supplier.

If, within an applicable warranty period, any part of the Facility or work performed to construct the Facility is found not to conform to specifications, permit requirements, or industry standard, Grant Recipient shall correct it correct it within a reasonable timeframe at the determination of King County.

13.3 Right to Inspect- Construction.

King County personnel or agents may inspect the construction project at any time provided that such persons observe due regard for workplace safety and security. King County may require Grant Recipient or its contractors to stop work if King County deems work stoppage necessary to remedy construction defects or to address risks to health, safety, or welfare. Grant Recipient specifically understands, acknowledges, and agrees that at a minimum, King County will inspect the Facility construction project before final completion of the Project.

13.4 Design.

Grant Recipient has retained a licensed architect and/or licensed professional engineer, registered in the State of Washington, who will prepare a Project design for the Facility and exterior landscaping, which visually blends with the setting. King County shall review the design plans for the Project in concept and reserves the right to approve the final design of the Project, consistent with established zoning, design code, or both.

13.5 Construction Site/Work Fencing.

Grant Recipient will be solely responsible for the site work, required permits, and grading for the Project. Grant Recipient will ensure the work area is properly barricaded, and that signage is installed, directing unauthorized persons not to enter onto the construction site during any phase of development or construction. Unless otherwise agreed by the Parties in writing, fencing will be placed around work areas. In addition, construction areas will be kept clean and organized during development

periods. Grant Recipient will be responsible for site security, traffic, and pedestrian warnings at the site during the development and construction phases.

13.6 Alteration of Site or Facility after Construction.

For thirty (30) years after the Facility is completed and accepted by Grant Recipient and King County as defined herein, Grant Recipient will not make any material alteration outside of ordinary maintenance to the Facility without the express, written consent by King County.

13.7 Development and Construction Fees and Expenses.

Grant Recipient will be responsible to obtain and pay for all necessary permits, fees, and expenses associated with the Project.

13.8 Public Works Laws.

To the extent applicable, Grant Recipient will comply with all public works laws, regulations, and ordinances, including but not limited to those related to prevailing wages ([see RCW 39.12](#)), retainage ([see RCW 60.28](#)), bonding ([see RCW 39.08](#)), use of licensed contractors ([see RCW 39.06](#)), and competitive bidding ([see RCW 36.32](#) and [RCW 35.21.278](#)). Grant Recipient will indemnify and defend King County should it be sued or made the subject of an administrative investigation or hearing for a violation of such laws, regulations, and ordinances in connection with the improvements.

13.9 Contractor Indemnification and Hold Harmless.

Grant Recipient will require its construction contractors and subcontractors to defend, indemnify, and hold King County, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney's fees and costs, arising out of or in connection with the design, development, and construction of the Facility except for injuries and damages caused by the sole negligence of King County.

13.10 Minimum Scope and Limits of Insurance.

Grant Recipient shall maintain, and/or require its Contractor(s) to maintain the minimum scope and limits of insurance as required in **Exhibit D – Insurance Requirements** and as evidenced in **Exhibit E – Certificate of Insurance and Endorsements**.

14. INTERNAL CONTROL AND ACCOUNTING SYSTEM

Grant Recipient shall establish and maintain a system of accounting and internal controls which complies with applicable, generally accepted accounting principles, and governmental accounting and financial reporting standards in accordance with Revised Code of Washington ([RCW Chapter 40.14](#)).

15. MAINTENANCE OF RECORDS



- 15.1 Grant Recipient shall maintain accounts and records, including personnel, property, financial, Project records, including Agreement deliverables, and other such records as may be deemed necessary by the County to ensure proper accounting for all Grant Award Funds and compliance with this Agreement.
- 15.2 These records shall be maintained for a period of six (6) years after the expiration or earlier termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with [\(RCW\) Chapter 40.14](#).
- 15.3 Grant Recipient shall inform the County in writing of the location, if different from the Grant Recipient address listed in Section 5 of this Agreement of the aforesaid books, records, documents, and other evidence and shall notify the County in writing of any changes in location within ten (10) working days of any such relocation.

16. RIGHT TO INSPECT

King County reserves the right to review and approve the performance of Grant Recipient with regard to this Agreement, and, at its sole discretion, to inspect or audit the Grant Recipient's records regarding this Agreement and the Project upon seventy-two (72) hours' notice during normal business hours.

17. COMPLIANCE WITH ALL LAWS AND REGULATIONS

Grant Recipient shall comply with all applicable laws, ordinances and regulations in using funds provided by the County, including, without limitation, those relating to providing a safe working environment to employees and, specifically, the requirements of the [Washington Industrial Safety and Health Act \(WISHA\)](#); and, to the extent applicable, those related to "public works," payment of prevailing wages, and competitive bidding of contracts. The Grant Recipient specifically agrees to comply and pay all costs associated with achieving such compliance without notice from King County; and further agrees that King County, does not waive this Section by giving notice of demand for compliance in any instance. The Grant Recipient shall indemnify and defend the County should it be sued or made the subject of an administrative investigation or hearing for a violation of such laws related to this Agreement.

18. CORRECTIVE ACTION

- 18.1 If the County determines that a breach of contract has occurred or does not approve of the Grant Recipient's performance, it will give the Grant Recipient written notification of unacceptable performance. Grant Recipient will then take corrective action within a reasonable period of time, as may be defined by King County in its sole discretion in its written notification to Grant Recipient.
- 18.2 King County may withhold any payment owed Grant Recipient until the County is satisfied that corrective action has been taken or completed.

19. TERMINATION

- 19.1 King County may terminate this Agreement in whole or in part, with or without cause, at any time during the Term of this Agreement, by providing Grant Recipient ten (10) days advance written notice of the termination.
- 19.2 If the termination results from acts or omissions of Grant Recipient, including but not limited to misappropriation, nonperformance of required services, or fiscal mismanagement, Grant Recipient shall return to the County immediately any funds, misappropriated or unexpended, which have been paid to Grant Recipient by the County.
- 19.3 Any King County obligations under this Agreement beyond the current appropriation biennium are conditioned upon the County Council's appropriation of sufficient funds to support such obligations. If the Council does not approve such appropriation, then this Agreement will terminate automatically at the close of the current appropriation biennium.
- 19.4 The Agreement will be terminated if the Grant Recipient is unable or unwilling to expend the Grant Award Funds as specified in Section 1 and **Exhibits B and C**, or upon reimbursement by the Grant Recipient to the County of all unexpended proceeds provided by the County pursuant to this Agreement and payment of all amounts due pursuant to Section 6.

20. FUTURE SUPPORT; UTILITIES AND SERVICE

The County makes no commitment to support the services contracted for herein and assumes no obligation for future support of the activity contracted for herein except as expressly set forth in this Agreement. Grant Recipient understands, acknowledges, and agrees that the County shall not be liable to pay for or to provide any utilities or services in connection with the Project contemplated herein.

21. HOLD HARMLESS AND INDEMNIFICATION

Grant Recipient shall protect, indemnify, and save harmless the County, its officers, officials, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) Grant Recipient's failure to pay any such compensation, wages, benefits, or taxes, and/or (2) work, services, materials, or supplies performed or provided by Grant Recipient's employees or other suppliers in connection with or support of the performance of this Agreement.

Grant Recipient further agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional act, and/or failure, for any reason, to comply with the terms of this Agreement by the Grant Recipient, its officers, employees, agents, representatives, or subcontractors. This duty to repay the County shall not be diminished or extinguished by the expiration or prior termination of the Agreement.

Grant Recipient agrees for itself, its successors, and assigns, to defend, indemnify, and hold harmless King County, its appointed and elected officials, and employees

from and against liability for all claims, demands, suits, and judgments, including costs of defense thereof, for injury to persons, death, or property damage which is caused by, arises out of, or is incidental to any use of or occurrence on the Project that is the subject of this Agreement, or Grant Recipient's exercise of rights and privileges granted by this Agreement, except to the extent of the County's sole negligence. Grant Recipient's obligations under this Section shall include:

- A. The duty to promptly accept tender of defense and provide defense to the County at the Grant Recipient's own expense;
- B. Indemnification of claims made by Grant Recipient's employees or agents; and
- C. Waiver of Grant Recipient's immunity under the industrial insurance provisions of [Title 51 RCW](#), but only to the extent necessary to indemnify King County, which waiver has been mutually negotiated by the parties.

In the event it is necessary for the County to incur attorney's fees, legal expenses, or other costs to enforce the provisions of this Section, all such fees, expenses, and costs shall be recoverable from the Grant Recipient.

In the event it is determined that [RCW 4.24.115](#) applies to this Agreement, the Grant Recipient agrees to protect, defend, indemnify and save the County, its officers, officials, employees, and agents from any and all claims, demands, suits, penalties, losses damages judgments, or costs of any kind whatsoever for bodily injury to persons or damage to property (hereinafter "claims"), arising out of or in any way resulting from the Grant Recipient's officers, employees, agents and/or subcontractors of all tiers, acts or omissions, performance of failure to perform the rights and privileges granted under this Agreement, to the maximum extent permitted by law or as defined by [RCW 4.24.115](#), as now enacted or hereafter amended.

A hold harmless provision to protect King County similar to this provision shall be included in all Agreements or subcontractor Agreements entered into by Grant Recipient in conjunction with this Agreement. **Grant Recipient's duties under this Section 21 will survive the expiration or earlier termination of this Agreement.**

22. NONDISCRIMINATION

[King County Code \("KCC"\) chapters 12.16 through 12.19](#) apply to this Agreement and are incorporated by this reference as if fully set forth herein. In all hiring or employment made possible or resulting from this Agreement, there shall be no discrimination against any employee or applicant for employment because of sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression, or age except minimum age and retirement provisions, unless based upon a bona fide occupational qualification.

23. POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property, or services provided directly or indirectly under this Agreement shall be used for any partisan political activity or to further

the election or defeat of any candidate for public office.

24. PROJECT MAINTENANCE; EQUIPMENT PURCHASE, MAINTENANCE, AND OWNERSHIP

A. As between the County and Grant Recipient, Grant Recipient shall be responsible to operate and maintain the completed Project at its own sole expense and risk. Grant Recipient shall maintain the completed Project in good working condition consistent with applicable standards and guidelines. Grant Recipient understands, acknowledges, and agrees that the County is not responsible to operate or to maintain the Project in any way.

B. Grant Recipient shall be responsible for all property purchased pursuant to this Agreement, including the proper care and maintenance of any equipment.

C. Grant Recipient shall establish and maintain inventory records and transaction documents (purchase requisitions, packing slips, invoices, receipts) of equipment and materials purchased with Grant Award Funds.

**Grant Recipient's duties under this Section 24 shall survive the expiration of this Agreement.**

25. CULTURAL RESOURCES

Grant Recipient agrees to coordinate cultural resource review of the Project with the King County Historic Preservation Program ("HPP") in order to determine potential effects to cultural resources and any necessary mitigation. Grant Recipient further agrees to perform the steps outlined by the HPP for any necessary cultural resource preservation as specified in **Exhibit G**.

26. ASSIGNMENT

Grant Recipient shall not assign any portion of rights and obligations under this Agreement or transfer or assign any claim arising pursuant to this Agreement without the written consent of the County. Grant Recipient must seek such consent in writing not less than thirty (30) days prior to the date of any proposed assignment.

27. WAIVER OF BREACH OR DEFAULT

Waiver of breach of any provision in this Agreement shall not be deemed to be a waiver of any subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval by the County, which shall be attached to the original Agreement. Waiver of any default shall not be deemed to be a waiver of any subsequent defaults.

28. TAXES

Grant Recipient agrees to pay on a current basis all taxes or assessments levied on its activities and property, including, without limitation, any leasehold excise tax due under [RCW Chapter 82.29A](#); PROVIDED, however, that nothing contained herein will modify the right of the Grant Recipient to contest any such tax, and Grant Recipient shall not be deemed to be in default as long as it will, in good faith, be contesting the validity or amount of any such taxes.

29. WASHINGTON LAW CONTROLLING; WHERE ACTIONS BROUGHT

This Agreement is made in and will be in accordance with the laws of the State of Washington, which will be controlling in any dispute that arises hereunder. Actions pertaining to this Agreement will be brought in King County Superior Court, King County, Washington.

30. PUBLIC DOCUMENT

This Agreement will be considered a public document and will be available for inspection and copying by the public.

31. LEGAL RELATIONS

Nothing contained herein will make, or be deemed to make, County and Grant Recipient a partner of one another, and this Agreement will not be construed as creating a partnership or joint venture. Nothing in this Agreement will create, or be deemed to create, any right, duty or obligation in any person or entity not a party to it.

32. PERMITS AND LICENSES

Grant Recipient shall develop and run the Project in accordance with all applicable laws and regulatory requirements including environmental considerations, permitting determinations, and other legal requirements. All activities and improvements shall be performed by Grant Recipient at its sole expense and liability. Grant Recipient shall, at its sole cost and expense, apply for, obtain and comply with all necessary permits, licenses and approvals required for the Project.

33. INTERPRETATION OF COUNTY RULES AND REGULATIONS

If there is any question regarding the interpretation of any County rule or regulation, the County decision will govern and will be binding upon the Grant Recipient.

34. ENTIRE AGREEMENT

This Agreement, including its attachments, constitutes the entire Agreement between the County and Grant Recipient and supersedes all other agreements and understandings between them, whether written, oral or otherwise.

35. COUNTERPARTS; ELECTRONIC SIGNATURES

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Parties acknowledge and agree that this document may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.

IN WITNESS WHEREOF, each individual signing this Agreement warrants that they have the authority to enter into this Agreement on behalf of the Party for which that individual signs. The Parties hereto have executed this Agreement on the dates set

forth below.

City of Algona

King County

By \_\_\_\_\_

By \_\_\_\_\_

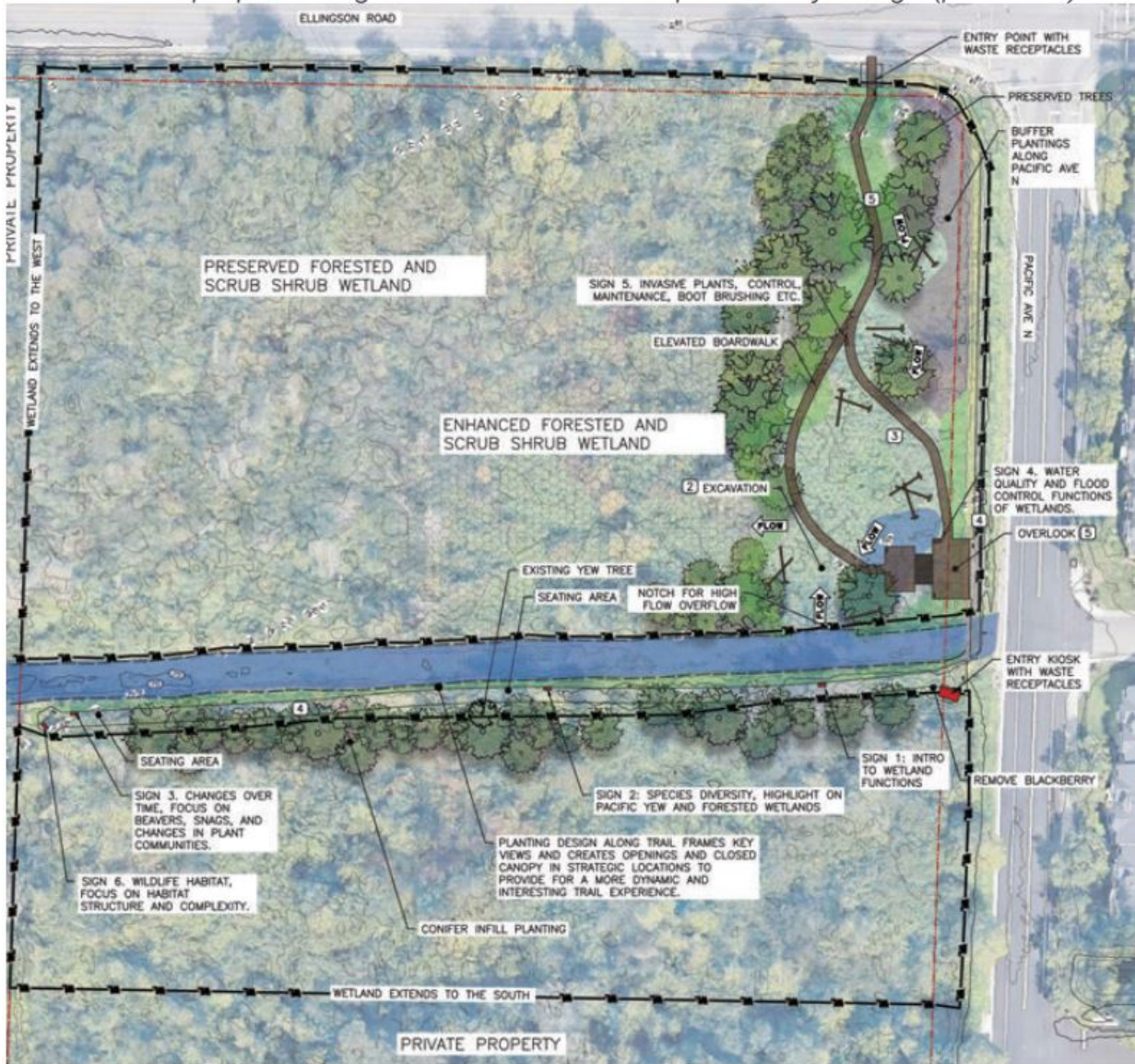
Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**EXHIBIT A – MAP OF FACILITY AND LOCATION**







## EXHIBIT B – SCOPE OF WORK

### **Project Summary**

The City of Algona will remove invasive plant species, restore native wetland habitat, and construct an accessible boardwalk with an interpretive trail and viewing platforms to provide outdoor education and increased access to parks and open spaces.

### **Deliverables**

Progress Reports
Final Report
Completed Design/Plan
Notice of Grant
Cultural Resource Requirement

### **Timeline**

Complete all permitting	January 2024
Complete final design	February 2024
Constuction contractor selected	April 2024
Groundbreaking - construction begins	June 2024
Complete construction	June 2025
Grand opening	June 2025

The Grantee shall not make any significant changes to an approved project without prior written consent of the County. Significant changes include, but are not limited to, a change to the timeline that falls outside the contract period or a shift of more than twenty percent of funds within the approved grant budget over the term of this Exhibit. If changes are necessary and approved by the County, such changes will be formalized in a written amendment signed by all parties.

**EXHIBIT C – PROJECT BUDGET**

Planning Costs	\$77,500
Construction Costs	\$915,000
Personnel Costs	\$7,500
Indirect Costs	\$0
<b>Total</b>	<b>\$1,000,000</b>

**Grant Budget Changes**

With written approval from the County, the Grantee may reallocate grant funds across budget line items within twenty percent of the total grant budget without requiring an official contract amendment. Indirect costs shall not exceed twenty percent of direct costs.

**Budget Line Items Descriptions**

Planning Costs include but are not limited to final design, specifications, and engineers cost estimate, tribal engagement, exhibit and sign design and translation, and tax.

Construction Costs include but are not limited to basic construction elements, restoration, trail and overlook, habitat elements, planting and site stabilization, and tax.

Personnel Costs include but are not limited to staff pay and benefits.

Indirect Costs include expenses of doing business that are not readily identified with a particular grant, contract, project, function, or activity, but are necessary for the general operation of the organization or the performance of the organization's activities.

## EXHIBIT D – INSURANCE REQUIREMENTS

### 1. Insurance Requirements

- 1.1. Grant Recipient shall purchase and maintain for the entire term of this Agreement or as otherwise stated in this Exhibit, at its sole cost and expense, the minimum insurance set forth below. By requiring such minimum insurance, the County does not and shall not be deemed or construed to have assessed the risks that may be applicable to Grant Recipient, or any Contractor under this Agreement, or in any way limit the County's potential recovery to insurance limits required hereunder. To the contrary, this Agreement's insurance requirements may not in any way be construed as limiting any potential liability to the County or the County's potential recovery from Grant Recipient. Grant Recipient and any Contractor shall assess their own risks and if they deem appropriate and/or prudent, maintain greater limits and/or broader coverage.
- 1.2. Each insurance policy shall be written on an "occurrence" basis, except insurance for Pollution Liability, which may be written on a "claims made" basis.

If coverage is approved and purchased on a "claims made" basis, the coverage provided under that insurance shall be maintained through: (i) consecutive policy renewals for not less than three (3) years from the date of completion of the Project which is subject of this Agreement or, if such renewals are unavailable, (ii) the purchase of a tail/extended reporting period for not less than three (3) years from the date of completion of the Project which is the subject of this Agreement.

### 2. Evidence and Cancellation of Insurance

- 2.1. Prior to contract execution and upon request by the County, Grant Recipient shall furnish the County certificates of insurance and endorsements certifying the issuance of all insurance required by this Agreement which is to be maintained for the entire term of the Agreement or as otherwise stated in this Exhibit. All evidence of insurance shall be signed by a properly authorized officer, agent, general agent, or qualified representative to the insurer(s), shall certify the name of the insured(s), the type and amount of insurance, the location and operations to which the insurance applies, the inception and expiration dates, shall specify the form numbers of any endorsements issued to satisfy this Agreement's insurance requirements, and shall state that the County shall receive notice at least thirty (30) days prior to the effective date of any cancellation, lapse, or material change in the policy(s). Certificate Holder: King County Parks, 201 S. Jackson Street, Suite 5702, Seattle, WA 98104. Electronic evidence of insurance documents may be emailed to: ParksGrants@kingcounty.gov.
- 2.2. The County reserves the right to require complete, certified copies of all required insurance policies, including all endorsements and riders, which may be

redacted of any confidential or proprietary information. Grant Recipient shall deliver such policies to the County within five (5) business days of County's request.

### 3. Minimum Scope and Limits of Insurance

#### 3.1. Grant Recipient shall maintain the following types of insurance and minimum insurance limits:

3.1.1. Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury, personal and advertising injury, and property damage. Coverage shall be at least as broad as that afforded under ISO form number CG 00 01. Such insurance shall include coverage for, but not limited to, premises liability, ongoing operations, products and completed operations, and contractual liability. Limits may be satisfied by a single primary policy or by a combination of separate primary and umbrella or excess liability policies, provided that coverage under the latter shall be at least as broad as that afforded under the primary policy and satisfy all other requirements applicable to liability insurance including, but not limited to, additional insured status for the County.

3.1.2. Automobile Liability: Grant Recipient and/or its Contractor(s) will maintain Automobile Liability insurance with a minimum \$1,000,000 combined single limit per accident for bodily injury and property damage. Coverage shall be at least as broad as that afforded under ISO form number CA 00 01 covering **BUSINESS AUTO COVERAGE**, symbol 1 "any auto"; or the combination of symbols 2, 8, and 9. Limit may be satisfied by a single primary policy or by a combination of separate primary and umbrella or excess liability policies, provided that coverage under the latter shall be at least as broad as that afforded under the primary policy.

3.1.3. Workers Compensation: If Grant Recipient or its Contractor(s) have employees, then Workers Compensation coverage shall be maintained as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this Project by applicable Federal or "Other States" State Law.

3.1.4. Employers Liability or "Stop Gap" coverage: If Grant Recipient or its Contractor(s) have employees, then Employers Liability or "Stop Gap" coverage shall be maintained with a minimum limit of \$1,000,000 each occurrence and shall be at least as broad as the protection provided by the Workers Compensation policy Part 2 (Employers Liability), or, in monopolistic states including but not limited to Washington, the protection

provided by the “Stop Gap” endorsement to the commercial general liability policy.

- 3.1.5. **Builder’s Risk / Installation Floater Insurance.** If construction activities will be funded by the Grant, Grant Recipient or its Contractor(s) shall procure and maintain, prior to and for the duration of the construction phase of the Project, “All Risk” Builder’s Risk insurance or Installation Floater insurance at least as broad as ISO form number CP0020 (Builder’s Risk Coverage Form) with ISO form number CP0020 (Causes of Loss – Special Form). The coverage shall insure for direct physical loss to property of the Project for 100% of the replacement value. The policy shall be endorsed to cover the interests, as they may appear, of King County, Grant Recipient, and Contractor(s) of all tiers. In the event of a loss to any or all of the work and/or materials therein and/or to be provided at any time, Grant Recipient or its Contractor(s) shall promptly reconstruct, repair, replace, or restore all work and/or materials so destroyed. Policy shall include a waiver of subrogation in favor of King County.
  - 3.1.6. **Pollution Liability:** If geotechnical work will take place, Grant Recipient or its Contractor(s) shall provide Pollution Liability coverage with minimum limits of \$1,000,000 per occurrence and in the aggregate to cover sudden and non-sudden bodily injury and/or property damage to include the destruction of tangible property, loss of use, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed.
  - 3.1.7. **Fidelity and Crime Insurance.** If a Fiscal Sponsor is a party to this Agreement, Fiscal Sponsor(s) shall procure and maintain Fidelity and Crime insurance with a minimum limit equal to the grant amount. Coverage shall include ‘Join Loss Payable’ ISO form CR 20 15 10/10 or substantive equivalent and ‘Provide Required Notice of Cancellation to Another Entity’ ISO form CR 20 17 10/10.
4. **Other Insurance Provisions and Requirements**
    - 4.1. All insurance policies purchased and maintained by Grant Recipient and any Contractor required in this Agreement shall contain, or be endorsed to contain the following provisions:
      - 4.1.1. With respect to all liability policies except Professional Liability (Errors and Omissions) and Workers Compensation:
        - 4.1.1.1. King County, its officials, employees, and agents shall be covered as additional insured for full coverage and policy limits as respects liability arising out of activities performed by or on behalf of the Grant Recipient, its agents, representatives, employees, or Contractor(s) in connection with this Agreement. Additional Insured status shall include products-completed operations CG 20 100 11/85 or its substantive equivalent. The County requires the endorsement(s) to complete the Agreement.

4.1.2. With respect to all liability policies (except Workers Compensation):

4.1.2.1. Coverage shall be primary insurance as respects the County, its officials, employees, and agents. Any insurance and/or self-insurance maintained by the County, its officials, employees, or agents shall not contribute with any of Grant Recipient's or Contractor(s)'s insurance or benefit the Grant Recipient, or any Contractor, or their respective insurers in any way.

4.1.2.2. Insurance shall expressly state that it applies separately to each insured and additional insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of insurer's liability.

5. Waiver of Subrogation

5.1. Grant Recipient, its Contractor(s), and their respective insurance carriers release and waive all rights of subrogation against King County, its officials, agents, and employees for damages caused by fire or other perils which can be insured by a property insurance policy. This provision shall be valid and enforceable only to the extent permissible by the applicable property insurance policies.

6. Deductibles/Self-Insured Retentions

6.1. Any deductible and/or self-insured retention of the policies shall in all instances be the sole responsibility of Grant Recipient or its Contractor, even if no claim has been made or asserted against them.

7. Acceptability of Insurers

7.1. Unless otherwise approved by the County, insurance is to be placed with insurers with an A.M. Best rating of no less than A:VIII.

8. Self-Insurance

8.1. If the Grant Recipient is a governmental entity or municipal corporation, Grant Recipient may maintain a fully funded self-insurance program or participate in an insurance pool for the protection and handling of its liabilities including injuries to persons and damage to property. Further, if Grant Recipient maintains a self-insurance program or participates in an insurance pool, the additional insured requirement shall not apply to the coverage provided by the self-insured program or insurance pool.

9. Contractors

9.1. Grant Recipient shall include all Contractors as insureds under its policies or, alternatively, Grant Recipient must require each of its Contractors to procure and maintain appropriate and reasonable insurance coverage and insurance limits to cover each of the Contractor's liabilities given the scope of work and services being provided herein. Contractor(s) must include the County, its officials, agents and employees as additional insured for full coverage and policy limits on

its Commercial General Liability insurance and, if applicable, its Automobile Liability insurance. Upon request by the County, and within five (5) business days, Grant Recipient must provide evidence of each Contractor(s) insurance coverage, including endorsements.

**EXHIBIT E – CERTIFICATE OF INSURANCE AND ENDORSEMENTS**





# Certificate of Coverage

<b>Certificate holder:</b> City of Algona 200 Washington Blvd Algona, WA 98001	<b>Policy number:</b> None <b>Term of certificate:</b> 1/1/2023 – 1/1/2024 <b>Annual re-issue:</b> Yes
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**RE: 2023 King County Parks Levy Grant Program**

Please be advised that the **City of Algona** is a member of the Association of Washington Cities Risk Management Service Agency (AWC RMSA) and participates in the self-insured and loss-pooling programs checked below, which are administered by the AWC RMSA for its members.

Type of coverage	Limits	Deductible
<input checked="" type="checkbox"/> All risk property coverage	\$250 million per occurrence	\$0
<input checked="" type="checkbox"/> Liability coverage	\$15 million per occurrence	\$0
<input checked="" type="checkbox"/> Employee fidelity blanket coverage	\$1 million per occurrence	\$0
<input checked="" type="checkbox"/> Employer Liability (“Stop Gap”)	\$15 million per occurrence	\$0
<input checked="" type="checkbox"/> Comprehensive auto liability	\$15 million per occurrence	\$0
<input checked="" type="checkbox"/> Cyber liability	\$3 million per occurrence	\$0
<input checked="" type="checkbox"/> Pollution liability	\$2 million per occurrence	\$0

Under the AWC RMSA Coverage Agreement issued to the member referenced above, and within the limits and provisions of the above program, AWC RMSA has agreed to provide, to the certificate holder named above, defense, payment, and loss or indemnification funding in accordance with the terms of the Coverage Agreement, with the exception that no defense or indemnity is available for claims arising from the sole negligence of the certificate holder with respect to the referenced operations or activities.

*AWC RMSA is not an insurance company and therefore cannot name an additional insured or loss payee.*

**Cancellation:** Should the above described coverage be cancelled before the expiration date thereof, the AWC RMSA will provide notice to its members in accordance with its Coverage Agreement. Failure to provide such notice to the certificate holder shall impose no obligation or liability of any kind upon the AWC RMSA.

This certificate is issued for information only and gives no rights to the certificate holder. This certificate does not amend, extend, or alter the coverage provided by the AWC RMSA.

Carol Wilmes  
Director of Member Pooling Programs

cc: **City of Algona**



# Certificate of Coverage

<b>Certificate holder:</b> King County Parks 201 Jackson Street Seattle, WA 98104	<b>Policy number:</b> None <b>Term of certificate:</b> 1/1/2024 – 1/1/2025 <b>Annual re-issue:</b> Yes
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**RE: 2023 King County Parks Levy Grant Program**

Please be advised that the **City of Algona** is a member of the Association of Washington Cities Risk Management Service Agency (AWC RMSA) and participates in the self-insured and loss-pooling programs checked below, which are administered by the AWC RMSA for its members.

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Under the AWC RMSA Coverage Agreement issued to the member referenced above, and within the limits and provisions of the above program, AWC RMSA has agreed to provide, to the certificate holder named above, defense, payment, and loss or indemnification funding in accordance with the terms of the Coverage Agreement, with the exception that no defense or indemnity is available for claims arising from the sole negligence of the certificate holder with respect to the referenced operations or activities.

*AWC RMSA is not an insurance company and therefore cannot name an additional insured or loss payee.*

**Cancellation:** Should the above described coverage be cancelled before the expiration date thereof, the AWC RMSA will provide notice to its members in accordance with its Coverage Agreement. Failure to provide such notice to the certificate holder shall impose no obligation or liability of any kind upon the AWC RMSA.

This certificate is issued for information only and gives no rights to the certificate holder. This certificate does not amend, extend, or alter the coverage provided by the AWC RMSA.

Carol Wilmes  
Director of Member Pooling Programs

cc: **City of Algona**

**EXHIBIT F – NOTICE OF GRANT**

Upon Recording Return To:  
King County  
Department of Natural Resources and Parks  
Parks and Recreation Division  
201 S Jackson Street, KSC-NR-5702  
Seattle, WA 98104-3855

Document Title:  
Reference No. of Related Document:  
Legal Description:  
Assessor's Parcel No.:

**NOTICE OF GRANT**

This Notice of Grant is effective as of the \_\_\_ day of \_\_\_\_\_, 202\_, and is made and executed by the **Parks Capital & Open Space Levy** grant recipient, City of Algona, and King County (the "County"), a political subdivision of the State of Washington.

\_\_\_\_\_ is/are the owner(s) (the "Property Owner") of the property(ies) in King County, State of Washington (the "Property"), legally described and attached hereto in **Exhibit F-1**.

Pursuant to a **Parks Capital & Open Space Levy** Grant Agreement, between the King County and City of Algona, dated \_\_\_\_\_ ("Grant Agreement"), attached hereto as **Exhibit F-2**, City of Algona constructed a Facility Improvement "Facility" on the Property for the purpose of providing recreation for the public. A map of the Property and Facility is attached hereto as **Exhibit F-3**.

The City of Algona hereby agrees to be bound by the terms of the Grant Agreement including the obligation to ensure public access to the Facility.

IN WITNESS WHEREOF, City of Algona and King County have executed this Notice of Grant on the date set forth above.

City of Algona

KING COUNTY

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

PROPERTY OWNER

By: \_\_\_\_\_

Name: \_\_\_\_\_

DRAFT





**NOTICE OF GRANT EXHIBIT F-1 – LEGAL DESCRIPTION**

DRAFT

**NOTICE OF GRANT EXHIBIT F-2 – GRANT AGREEMENT**

DRAFT



**NOTICE OF GRANT EXHIBIT F-3 – PROPERTY AND FACILITY MAP**

DRAFT

## **EXHIBIT G – CULTURAL RESOURCE PRESERVATION REQUIREMENTS**

*Based on the initial cultural resources review, the following recommendation(s) is/are conditions and/or requirements for this Project:*

Grant Recipient will consult with the King County Historic Preservation Program's Archaeologist, Philippe LeTourneau, at 206-477-4529 or philippe.letourneau@kingcounty.gov, to determine the need for cultural resources investigations prior to ANY ground disturbing activity associated with the project. The Grant Recipient shall be required to comply with any recommendations made by the Archaeologist, which may include a cultural resource study and/or archaeological monitoring of construction conducted by a qualified, County-approved, professional archaeologist at the Grant Recipient's expense. The professional archaeologist selected to complete any needed fieldwork will notify the King County Archaeologist as soon as their fieldwork is scheduled. Any resulting survey or monitoring reports will meet the Washington Department of Archaeology and Historic Preservation's reporting standards. If a report is needed, the professional archaeologist will create a new project in WISAARD (as needed), upload the report, and add the King County Historic Preservation Program as an Organization with Editor access. Reports shall include 1) a USGS topographic map and an aerial photograph showing excavation locations and 2) detailed stratigraphic information for the reviewed area. The King County Archaeologist will also advise on tribal coordination, if required. The selected professional archaeologist shall notify the Affected Indian Tribes of their field schedule so that the Tribes can send staff to observe the field work. The professional archaeologist may contact the King County Historic Preservation Program's Archaeologist with any questions about the scope of work. The Grant Recipient shall make a copy of the provided King County Parks inadvertent discovery plan (IDP) available to the construction contractor prior to the start of ground disturbance. The IDP will be kept on site during all construction. Grant Recipient shall cc their King County Parks grant manager on all emails with Historic Preservation Program staff.