



2023-2024 EXTERNAL SUPPORT GRANT PROGRAM
CAPITAL PROJECT GRANT AGREEMENT

Department/Division: King County Office of Performance, Strategy and Budget

Grant Recipient: City of Algona

Project: Matchett Park Soundgarden Installation

Award Amount: \$25,000 Project#: N/A Contract#: 6384308

Term Period: 01/01/2023 To 08/01/2024

THIS AGREEMENT is a grant agreement entered into between City of Algona (the “Grant Recipient”) and King County (the “County”) (collectively the “Parties”) for External Support capital projects grant.

RECITALS

- A. The 2023-2024 Adopted Budget appropriates funds to the Office of Performance, Strategy and Budget for investments to be allocated to capital projects with a public purpose in King County.
- B. King County, a home rule charter county and political subdivision of the State of Washington, is authorized to administer the External Support capital projects and enter into agreements for the use of grant funds for community projects to be built, replaced, or remodeled, such as buildings, sidewalks, landscaping improvements, community gardens, signs, technology infrastructure, and play structures.
- C. The Scope of Work attached as Exhibit B has been developed in consultation with the Grant Recipient and, as detailed in the Scope of Work, the Project serves a fundamental governmental purpose, is a County purpose for which the County is receiving consideration, or is a County purpose in support of communities.

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, consistent with the requirements set forth in this Agreement and in the following attached exhibits, which are incorporated herein by reference:

<input type="checkbox"/>	Map of Facility and Location	Attached as Exhibit A
<input type="checkbox"/>	Scope of Work	Attached as Exhibit B
<input type="checkbox"/>	Project Budget	Attached as Exhibit C
<input type="checkbox"/>	Timeline	Attached as Exhibit D
<input type="checkbox"/>	Insurance Requirements	Attached as Exhibit E
<input type="checkbox"/>	Tax Covenants	Attached as Exhibit F
<input type="checkbox"/>	Prevailing Wage Certification	Attached as Exhibit G

1.2 **Map of Facility and Location.** This Agreement applies to the Project to improve the facility (“Facility”) which is located at:

402 Warde St.

Algona, WA 98001

See **Exhibit A** for a depiction of the Facility and a map of specific Facility location and boundaries.

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 purpose and community benefits 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, 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, C, D** and **G**. 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, C, D and G**. The grant is funded with the proceeds of County bonds issued on a tax-exempt basis and is subject to the tax covenants set forth in **Exhibit F**.

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 01/01/2023 and end on **08/01/2024**. 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 is the whole Agreement between the Parties. This Agreement may be amended only in writing, duly executed by the Parties. Either party may request changes to this Agreement.

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 below via electronic mail.

KING COUNTY	CITY OF ALGONA
Dwight Dively Budget Director King County 401 5th Ave Seattle, WA 98104 (206) 263-9687 Dwight.dively@kingcounty.gov	Jessica Griess City Clerk City of Algona 200 Washington Blvd Algona, WA 98001 253-883-2897 jessicag@algonawa.gov

Either Party may, at any time, by giving ten (10) days written notice to the other Party to designate any other notice address.

6. DISBURSEMENT OF GRANT FUNDS

6.1 The County may authorize, at the 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**).

6.2 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.

- 6.3 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**), within thirty (30) days of the date this Agreement expires or is terminated. If the Grant Recipient’s final invoice, supporting documentation and reports are not submitted by that day, the County will be relieved of all liability for payment to Grant Recipient of that invoice or any subsequent invoice.

7. GRANT REPORTING

All Grant Award Funds received pursuant to this Agreement 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 described, 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, including in in other jurisdictions.

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 described in the Scope of Work in at **Exhibit B**.

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 Office of Performance, Strategy and Budget, and the King County logo at all events promoting the Project, and at the final Project dedication.
- 9.2 Community Relations: Grant Recipient shall recognize King County in all social media, websites, brochures, banners, posters, press releases, and other promotional material related to the Project.
- 9.3 King County Notification: Grant Recipient shall notify the King County Project Manager and the Office of Performance, Strategy and Budget 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 school district or other governmental entity notification to the King County Council 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 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.

DISPOSITION OF REMAINING GRANT AWARD FUNDS

Any Grant Award 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 consistent with the requirements applicable to the bonds that funded the Grant Award.

10. PUBLIC ACCESS

The Grant Award is provided to Grant Recipient for the Project for the purpose of installing a sound garden with commercial grade equipment next to the community garden at Matchett Park in Algona for the residents of King County. The Facility shall be open and accessible to the public at reasonable hours and times. The Grant Award will not be used to pay costs of any facility, place or building to be used primarily for sectarian instruction or study or as a place for devotional activities or religious worship. If the Grant Award is used to pay costs of a mixed-use facility that is used in part for sectarian instruction or study or as a place for devotional activities or religious worship, the Grant Award shall be applied to, and shall not exceed, the portion of the costs that can be allocated to other activities, such as community center activities. These restrictions apply to all grantees, not just faith-based organizations.

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 for twelve (12) years from Facility completion. If the Facility is retired or otherwise removed from use before the end of the 12-year period, the County may require the Grant Recipient to reimburse King County for the Grant Award Funds plus interest from the date of the Grant Award calculated based on the County's cost of funds. **Grant Recipient's duties under this Section 11 will survive the expiration or earlier termination of this Agreement.**

11. COVENANTS

- 11.1 Tax Covenants. Grant Recipient shall comply with the tax covenants set forth in **Exhibit F**.

12. CONSTRUCTION OF THE FACILITY

- 12.1 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 in coordination with King County staff. 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.

12.2 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;
- 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 promptly.

12.3 Right to Inspect-Construction.

King County personnel or agents may inspect the Project work 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 Facility.

12.4 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 Facility in concept and reserves the right to approve the final design of the Facility, consistent with established zoning, design code, or both.

12.5 Alteration of Site or Facility after Construction.

After the Facility is completed and accepted by Grant Recipient and King County as defined herein, Grant Recipient will not make any material alteration to the Facility without express, written consent by King County.

12.6 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.

12.7 Public Works Laws.

The Grant Recipient certifies that all contractors and subcontractors performing work on the Project shall comply with state Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable to the Project funded by the Grant Award, including but not limited to the filing of the “Statement of Intent to Pay Prevailing Wages” and “Affidavit of Wages Paid” as required by RCW 39.12.040. The Grant Recipient shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for King County Department of Local Services’ review upon request Grant Recipient will comply with all other applicable public works laws, regulations, and ordinances, including but not limited to those related to 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.

12.8 Contractor Indemnification and Hold Harmless.

Grant Recipient will require its Contractor(s), including 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 (hereinafter "Design and Construction Phase"), except for injuries and damages caused by the negligence of King County.

12.9 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 E – Insurance Requirements**.

13. INTERNAL CONTROL AND ACCOUNTING SYSTEM

Grant Recipient shall establish and maintain a system of accounting and internal controls sufficient to comply, and demonstrate compliance, with all financial, reporting, record keeping and other requirements under this Agreement.

14. MAINTENANCE OF RECORDS

15.1 Grant Recipient shall maintain accounts and records, including personnel, property, financial, Project records, and Agreement deliverables, to ensure proper accounting for all Grant Award Funds and compliance with this Agreement

15.2 These records shall be maintained for the later of (a) six (6) years after the expiration or earlier termination of this Agreement and (b) three (3) years after the final maturity of the bonds that funded the Grant Award. Unless otherwise notified by King County Office of Performance, Strategy and Budget, Grant Recipient may assume that the final maturity of the bonds that funded the Grant Award is twelve (12) years after the date of the final payment of Grant Award Funds under this Agreement.

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 and in completing the Project and providing programming at the Project, including, without limitation, those relating to providing programming on a nondiscriminatory basis, providing a safe working environment to employees and, specifically, the requirements of the Washington Industrial Safety and Health Act (WISHA); and 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 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.

19.2 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.

19.3 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, C and F, 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 Project or Facility contracted for herein and assumes no obligation for future support of the Project or Facility 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 or Facility contemplated herein.

21. HOLD HARMLESS AND INDEMNIFICATION

Grant Recipient shall protect, indemnify, and save harmless the County, its officers, 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, 12.17 through 12.18 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. CONFLICT OF INTEREST

KCC Chapter 3.04 (Employee Code of Ethics) is incorporated by reference as if fully set forth hence, and Grant Recipient agrees to abide by all conditions of said chapter. Failure by Grant Recipient to comply with any requirement of said KCC Chapter shall be a material breach of contract.

24. 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.

25. 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 Facility at its own sole expense and risk. Grant Recipient shall maintain the completed Facility 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 Facility 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 shall survive the expiration of this Agreement and remain in effect for the period set forth in Section 15.**

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 fifteen (15) 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 complete the Project in accordance with all applicable laws and regulatory requirements including environmental considerations, permitting determinations, and other legal requirements. All activities 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. It supersedes all other agreements and understandings between them, whether written, oral or otherwise.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the first date written.

KING COUNTY

CITY OF ALGONA

Signature _____

Signature _____

Name _____ Dwight Dively _____

Name _____

Title _____ Budget Director _____

Title _____

Date _____

Date _____

Exhibit A- Map of Facility and Location

402 Warde St.
Algona, WA 98001

sound garden site



Sound Garden Dimensions

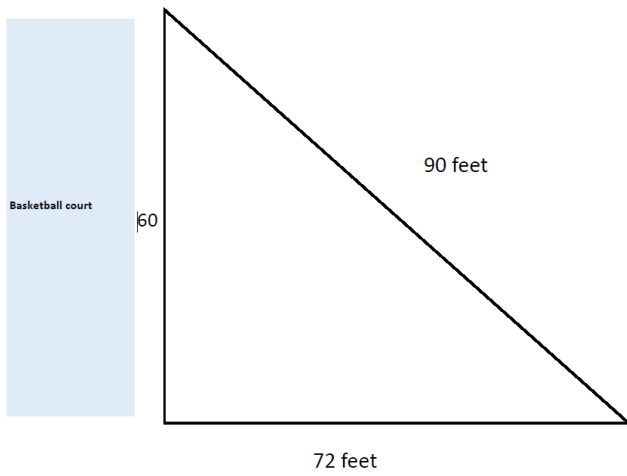


Exhibit B- Scope of Work

The city of Algona currently has 14 garden beds located in Matchett park for the community of Algona to take care of and enjoy. Most of the beds and weeding have been taken care of by three 4th grade classes from Alpac Elementary over the past several years. They take field trips up to the park twice a year to help manage the beds, plant and learn more about gardening. Futurewise and city staff have been instrumental in developing and maintaining relationship with the local elementary school.

The vision of the Community Garden is to have this dedicated space become more inclusive and enjoyed by the community. It would be inviting for families and an extension of Matchett Park. This project will install a Sound Garden with commercial grade equipment next to the community garden at Matchett Park in Algona. The planned Sound Garden would consist of a set of six chimes, one set of three drums, and an ensemble of instruments. The project's goal is to create a space for families and the community to interact and the space to become an asset to the community. The city of Algona and/or volunteers will be responsible for installing the Sound Garden equipment.

I. PROJECT/PROGRAM PERIOD

Once the contract is signed, we plan on purchasing the sound equipment this year. We anticipate it taking 6-8 weeks for delivery. With the fall and winter weather approaching and lack of participants in the park, we anticipate an early spring installation of equipment. We like the timing of an early spring project in the garden as it creates a renewed energy. We also need to align some resources from the King County Conservation District for additional supplies such as soil and plants. We plan on starting the project in March of 2024 with a completion in April of 2024.

Exhibit C- Project Budget

KING COUNTY PROGRAM INFORMATION	
King County Program ID:	
Funding Source:	
Division:	PSB

King County Grant Manager:	
Full Program Name:	

CONTRACTOR INFORMATION	
Organization Name:	City of Algona
Contact Person Name:	Gary Klein
Contact Person Email:	garyk@AlgonaWA.gov
Organization Address:	200 Washington Blvd
Address Line 2:	Algona, WA 98001
King County Supplier #:	
PSB Contract #:	
Grant/Contract Period:	

KING COUNTY ORACLE EBS INFORMATION	
P:	
O:	
E:	
T:	
A:	

TOTAL GRANT SUMMARY BUDGET			
Eligible Expense Category	Requested Funds	Other Funding Sources	Total Program Cost
Equipment (> \$5,000 per unit)	\$ -		\$ -
Supplies	\$ -		\$ -
Subawards - Contracted	\$ 25,000.00		\$ 25,000.00
Other Direct Costs	\$ -		\$ -
	\$25,000.00	\$0.00	\$25,000.00

DETAILED BUDGET BY EXPENSE CATEGORY						
Eligible Expense Category	Unit Definition	# of Units	Unit Price	# of Months	Total	Notes
Examples						
Position title	Hrs/month	160	\$ 25.00	9	\$ 36,000.00	
Laptops	units, one time	50	\$ 500.00	1	\$ 25,000.00	
Health insurance premium	plans	5	\$ 350.00	9	\$ 15,750.00	
Wi-fi hotspots with data plans	units, one time	100	\$ 225.00	1	\$ 22,500.00	prepaid for the year, includes cost of the hotspots with a data plan
Office supplies	one time	n/a	\$ 1,000.00	1	\$ 1,000.00	
Equipment (> \$5,000 per unit)					\$ -	
					\$ -	
					\$ -	
					\$ -	
					\$ -	
Subtotal		0	\$ -	0	\$ -	
Supplies					\$ -	
					\$ -	
					\$ -	
					\$ -	
					\$ -	
Subtotal		0	\$ -	0	\$ -	
Contracted Services					\$ -	
Sound Garden Equipment and Deli	one-time	1	\$ 25,000.00	1	\$ 25,000.00	
					\$ -	
					\$ -	
					\$ -	
Subtotal		1	\$ 25,000.00	1	\$ 25,000.00	
Other Direct Costs					\$ -	
					\$ -	
					\$ -	
					\$ -	
					\$ -	
Subtotal		0	\$ -	0	\$ -	
TOTAL		1	\$ 25,000.00	1	\$ 25,000.00	

Exhibit D- Timeline and Milestones

Once the contract is signed, the city of Algona plans on purchasing the sound equipment this year. They anticipate it taking 6-8 weeks for delivery. With the fall and winter weather approaching and lack of participants in the park, the city of Algona anticipates an early spring installation of equipment. They prefer the timing of an early spring project in the garden as it creates a renewed energy. They also need to align some resources from the King County Conservation District for additional supplies such as soil and plants. The city of Algona plan on starting the project in March of 2024 with a completion in April of 2024.

Exhibit E- Insurance Requirements

Insurance Requirements. Recipient shall procure and maintain for the term of this Contract, insurance covering King County as an additional insured, as described in this section, against claims which may arise from, or in connection with, the performance of work hereunder by the Recipient, its agents, representatives, employees, and/or subcontractors. Recipient shall provide evidence of the insurance required under this Contract, including a Certificate of Insurance and Endorsements covering King County as additional insured for full coverage and policy limits upon request by King County. The costs of such insurance shall be paid by the Recipient.

The Recipient shall maintain the following types of insurance and minimum insurance limits and requirements:

- 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 current edition. Such insurance shall include coverage for, but not limited to, ongoing operations, products and completed operations, and contractual liability. Such limits may be satisfied by a single primary limit 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 to the County.
- Workers Compensation: Workers Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this Work and Services by applicable federal or “Other States” State law.
- Employers Liability or “Stop Gap” coverage: \$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 states with monopolistic state funds, the protection provided by the “Stop Gap” endorsement to the General Liability policy Part 2 (Employers Liability), or, in states with monopolistic state funds, the protection provided by the “Stop Gap” endorsement to the General Liability policy.

EXHIBIT F

TAX COVENANTS

TAX COVENANTS

The Grant Recipient acknowledges that the Grant Award provided by the County for the Project may be proceeds of tax-exempt bonds (the “Bonds”) subject to certain requirements of the Internal Revenue Code (the “Tax Code”). The Grant Recipient will take all actions with respect to the Project, and proceeds received for the Project, necessary to assure the exclusion of interest on the Bonds from the gross income of the owners of the Bonds, including but not limited to the following:

Expenditure of Proceeds. The Grant Recipient will expend the Grant Award (proceeds of the Bonds) for capital expenditures for federal income tax purposes within the meaning of Section 1.150-1(b) of the Tax Code. Bond proceeds may be expended to pay, or reimburse the Grant Recipient for, Project capital expenditures or to repay interim indebtedness incurred for capital expenditures of the Project.

Notice. The Grant Recipient will provide notice of action taken or planned to issue any tax-exempt indebtedness, including bonds, bank loans, or other tax-exempt indebtedness, to finance Project costs.

Treatment as Grant.

The Grant Recipient is a municipal corporation organized under RCW Title 35A that is not a related party to the County. The County and the Grant Recipient are not members of the same controlled group.

The Grant Recipient is not acting as an agent of the County.

The Grant Award or Agreement does not impose any obligation or condition to directly or indirectly repay any amount to the County (excluding obligations or conditions intended solely to assure expenditure of the transferred moneys in accordance with the governmental purpose of the transfer).

The Grant Award is required to be used for the Project as provided in this Agreement but does not impose any conditions relating to the use of the Project or other property of the Grant Recipient by the County or any of its agencies or authorities.

This Agreement is a grant agreement.

Limitations on Disposition of Project. The Grant Recipient will not sell or otherwise dispose of any components of the Project without prior written approval by the County and compliance with the requirements of this Agreement.

Record Retention. The Grant Recipient will retain its records of all accounting and monitoring it carries out with respect to the Grant Award received and with respect to the Project for at least three (3) years after the Bonds mature or are redeemed.

Cooperation. The Grant Recipient will provide tax certificates when and as requested by the County or County’s bond counsel in order to establish or maintain the tax-exempt status of the Bonds. The Grant Recipient will cooperate in any audit of the Bonds by the Internal Revenue Service, including disclosure of any record, contracts and other materials relating to the Bond proceeds received by the Grant Recipient and the Project.

EXHIBIT G
PREVAILING WAGE CERTIFICATION

The GRANT RECIPIENT, by its signature, certifies that all contractors and subcontractors performing work on the Project shall comply with prevailing wage laws set forth in Chapter 39.12 RCW, as applicable to the Project funded by this Agreement, including but not limited to the filing of the “Statement of Intent to Pay Prevailing Wages” and “Affidavit of Wages Paid” as required by RCW 39.12.040. The GRANT RECIPIENT shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for King County Office of Performance, Strategy and Budget’s review upon request.

For any funds are used by the GRANT RECIPIENT for the purpose of construction, applicable State Prevailing Wages must be paid.

The GRANT RECIPIENT, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANT RECIPIENT’s governing body as of the date and year written below.

SIGNATURE

DATE