



PARKS CAPITAL AND OPEN SPACE PROGRAM
CAPITAL PROJECT GRANT AGREEMENT

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

Grant Recipient: City of North Bend

Project: Meadowbrook Prairie Loop Trail

Award Amount: \$500,000.00 Project#: 1144509 Contract#: 6328763

Term Period: _____ To November 30, 2025

THIS AGREEMENT is a grant agreement entered into between City of North Bend (the “Grant Recipient”) and King County (the “County”) (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 King County 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 City
- F. The Parks Capital and Open Space Grant Program Advisory Committee has recommended an allocation of levy grant funds to specific projects, pursuant to Ordinance 19433
- G. King County has selected Grant Recipient to receive a Parks Capital and Open Space Grant award in the amount of \$500,000.00 (“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:

<input checked="" type="checkbox"/>	Map of Facility and Location	Attached hereto as Exhibit A
<input checked="" type="checkbox"/>	Scope of Work	Attached hereto as Exhibit B
<input checked="" type="checkbox"/>	Project Budget	Attached hereto as Exhibit C
<input checked="" type="checkbox"/>	Insurance Requirements	Attached hereto as Exhibit D
<input checked="" type="checkbox"/>	Restrictive Covenant Agreement	Attached hereto as Exhibit E

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

1711 Boalch Avenue NW, North Bend, WA. 98045

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 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** 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 November 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.

KING COUNTY	City of North Bend
Rusty Milholland	Michael McCarty
Program Manager, Community Investments	Senior Planner
King County Parks	City of North Bend
201 S Jackson Street Suite #5702	920 SE Cedar Falls Way
Seattle, WA 98104	North Bend, WA. 98045
206-848-0299	425-888-7649
butch.lovelace@kingcounty.gov	mmccarty@northbendwa.gov

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 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**).
- 6.2 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 the day specified in this subsection, the County will be relieved of all liability for payment to Grant Recipient of the amounts set forth in said invoice or any subsequent invoice.

7. GRANT REPORTING

All Grant Award Funds received pursuant to this Agreement and accrued interest therefrom will 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.

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 Project Manager 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 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 Moton 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 as set forth in this Section 10 and the executed and recorded Restrictive Covenant Agreement, attached hereto as **Exhibit E. Grant Recipient’s duties under this Section 11 will survive the expiration or earlier termination of this Agreement.**

12. RESTRICTIVE COVENANTS

Upon completion of construction of the Facility, Grant Recipient shall record the executed Restrictive Covenant Agreement, attached hereto as **Exhibit E.**

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 in coordination with King County Parks 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.

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;
- 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.

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 will ensure 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.

13.5 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.

13.6 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.

13.7 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.

13.8 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 (hereinafter "Design and Construction Phase"), except for injuries and damages caused by the negligence of King County.

13.9 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 D – Insurance Requirements**.

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, 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. 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 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 25 shall survive the expiration of this Agreement.**

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 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. 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.

City of North Bend

King County

By _____

By _____

Title _____

Title _____

Date _____

Date _____

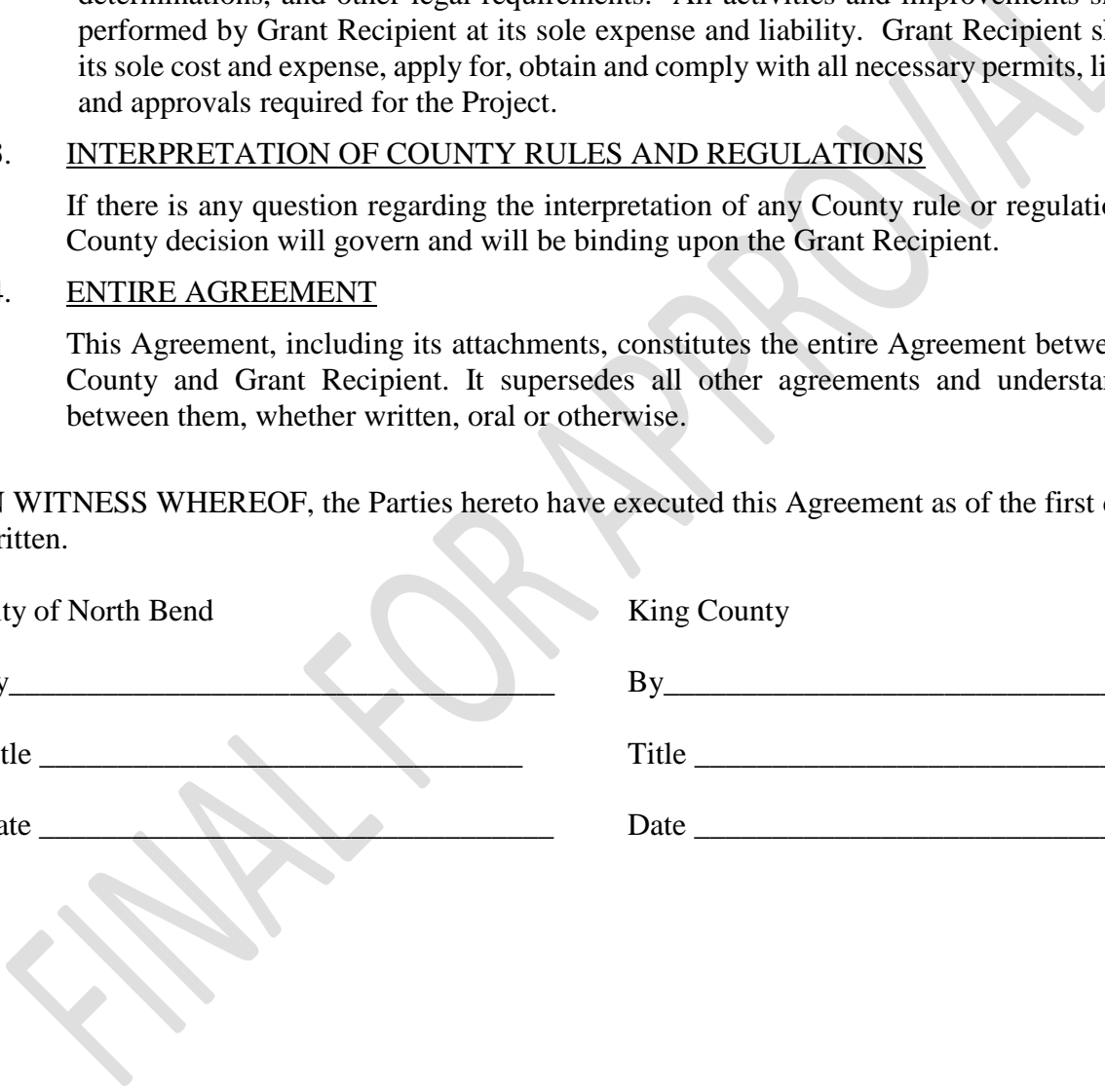


EXHIBIT A - MAP OF FACILITY AND LOCATION

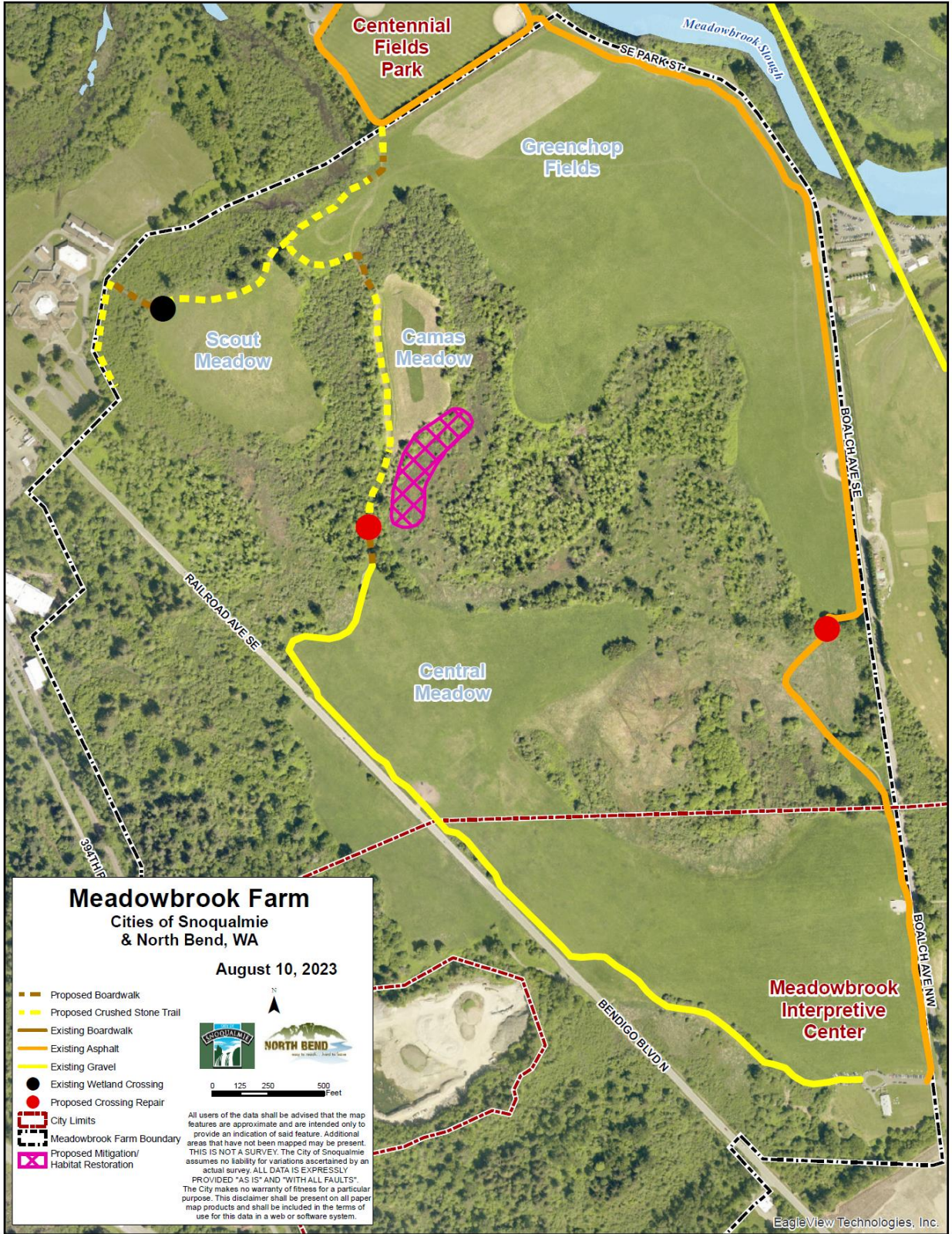


EXHIBIT B - SCOPE OF WORK



Levy Grant

Capital and Open Space Grants
Scope of Work

The Cities of North Bend and Snoqualmie, in partnership with the Si View Metropolitan Park District, and Meadowbrook Farm Preservation Association, will improve pedestrian trails at Meadowbrook Farm. The project includes new and improved trail connections through Meadowbrook Farm to Snoqualmie Middle School, Centennial Fields Park, and the Meadowbrook Farm Interpretive Center, and include interpretive signage.

Activities/Milestones		Estimated Completion Date	Deliverables
1	Architectural/Engineering	5/31/2024	Completed design
2	Archaeological review and permitting	5/31/2024	
3	Site preparation	5/31/2024	
4	Construction of gravel trails	7/31/2025	
5	Construction of boardwalks and bridges	7/31/2025	
6	Installation of interpretive signage	7/31/2025	
7	Completion of wetland/wet prairie habitat restoration	12/1/2025	

EXHIBIT C - PROJECT BUDGET

Organization and Project Name: City of North Bend - Meadowbrook Prairie Loop Trail

Project Tasks		Project Costs	Grant Request
Planning / Design / Permits			
	Architectural/Engineering (20% of construction costs), including critical areas report, floodplain analysis and stormwater plans.	\$126,990	\$126,990
	Archaeological Review	\$15,000	\$15,000
	Permits (floodplain, stormwater, C&G, SEPA, Crit. Areas)	\$20,000	\$20,000
Construction / Installation / Materials			
	Site Preparation (Clearing, grading, stormwater, survey)	\$75,000	\$75,000
	Crushed Stone Trails (3,100 lf x 8' wide x 3.00/sf)	\$74,400	\$74,400
	New Boardwalks (including replacing 1 existing deteriorated boardwalk) - 805 lineal feet x 6' wide x \$500/lf	\$352,500	\$188,610 (remainder funded outside grant)
	Associated grading including minor retaining walls at boardwalk approaches, stormwater features, etc.	\$10,000	
	Fencing/gates at CF Park, and wood chicane gates at Camas Meadow entry points, and along the trail at Snoqualmie Middle School (if needed).	\$28,500	
	Flexible bollards at trail entry points adjacent to parking areas.	\$1,500	
	Site furnishings (4 trash cans)	\$7,000	
	Interpretive Signs and trail directional signs	\$30,000	
	Wetland Enhancement, including monitoring	\$56,050	
	Note that contingency and tax are incorporated into the cost estimates above.	\$0	
TOTALS		\$796,940	\$500,000

EXHIBIT D - INSURANCE REQUIREMENTS

1. Insurance Requirements

- 1.1. Grant Recipient shall purchase and maintain, 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. Nothing contained within these insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded, which coverage shall apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Agreement.
- 1.3. Each insurance policy shall be written on an "occurrence" basis; excepting insurance for Professional Liability (Errors and Omissions), and/or Pollution Liability, and/or Cyber Liability (Technology Errors and Omissions). These coverages required by this Agreement 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. Upon execution of the Agreement, and within thirty (30) days of 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. 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). Similar documentation confirming renewal of required insurance shall be provided on each insurance renewal date.
- 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.

- 2.3. County’s receipt or acceptance of Grant Recipient’s or any Contractor’s evidence of insurance at any time without comment or objection, or County’s failure to request certified copies of such insurance, does not waive, alter, modify, or invalidate any of the insurance requirements set forth in this **Exhibit D** or, consequently, constitute the County’s acceptance of the adequacy of Grant Recipient’s or any Contractor’s insurance or preclude or prevent any action by County against Grant Recipient for breach of the requirements of this section.

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, products and completed operations, ongoing operations, and contractual liability. 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 for the County.

- a. A per project aggregate endorsement shall apply to the General Liability policy.
- b. Explosion, Collapse, and Underground Damage (XCU) coverage shall be included.

- 3.1.2. Professional Liability (Errors and Omissions): Grant Recipient or its Contractor(s) shall procure and maintain Professional Liability (Errors and Omissions) insurance with minimum limits of \$1,000,000 per claim and in the aggregate.

- 3.1.3. Automobile Liability: \$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. 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.

- 3.1.4. 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 Project by applicable Federal or “Other States” State Law.

- 3.1.5. 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 monopolistic states including but not limited to Washington, the protection provided by the “Stop Gap” endorsement to the commercial general liability policy.
 - 3.1.6. Pollution Liability: Grant Recipient or its Contractor(s) shall procure and maintain Pollution Liability insurance with minimum limits of \$1,000,000 per occurrence or claim 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. Builder’s Risk/Installation Floater Insurance: 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) including coverage for collapse and theft. The coverage shall insure for direct physical loss to property of the entire term of the Project, for 100% of the replacement value and include earthquake and including owner-furnished equipment for its 100% value.
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 [Grant Recipient’s], or Contractor(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 not in any way limit the County's right to coverage under the required insurance, or to Grant Recipient's, or any Contractor's liability to the County, and 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.
 - 7.2. Professional Liability (Errors and Omissions) insurance may be placed with insurers with an A.M. Best rating of no less than B+:VII.
 - 7.3. If at any time any of the foregoing policies fail to meet the above stated requirements, [Grant Recipient] shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for review.
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.
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. To the extent reasonably commercially available, insurance maintained by any Contractor must comply with the specified requirements of this **Exhibit D**, including the requirement that all liability insurance policies (except Professional Liability and Workers Compensation) provided by the Contractor(s) must include the County, its officials, agents and employees as additional insured for full coverage and policy limits. Grant Recipient is obligated to require and verify that each Contractor(s) to maintain the required insurance and ensure the County is included as additional insured. Upon request by the County, and within five (5) business days, Grant Recipient must provide evidence of each Contractor(s) insurance coverage, including endorsements.
10. Work Site Safety

- 10.1. Grant Recipient shall have the “right to control” and bear the sole responsibility for the job site conditions, and job site safety. Grant Recipient shall comply with all applicable federal, state and local safety regulations governing the job site, employees, and Contractors.

FINAL FOR APPROVAL

EXHIBIT E - RESTRICTIVE COVENANT AGREEMENT

When Recorded 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

**PARKS LEVY CAPITAL AND OPEN SPACE GRANT CAPITAL PROJECT
RESTRICTIVE COVENANT AGREEMENT**

GRANTOR: City of North Bend

GRANTEE: King County, a political subdivision of the State of Washington

ABBREVIATED LEGAL DESCRIPTION: [Fill in]

ASSESSOR’S TAX PARCEL NO.: [Fill in]

FINAL FOR APPROVAL

**PARKS LEVY CAPITAL AND OPEN SPACE GRANT CAPITAL PROJECT
RESTRICTIVE COVENANT AGREEMENT**

This Parks Levy Capital and Open Space Grant Capital Project Restrictive Covenant Agreement (the “Covenant Agreement”) is effective as of the ___ day of _____, 202_, and is made and executed by City of North Bend (the “Grant Recipient”), and by and in favor of King County (the “County”), a political subdivision of the State of Washington (the “County”). In this Covenant Agreement, City of North Bend and the County may also be referred to collectively as the “Parties” and individually as “Party.”

RECITALS

- A. Grant Recipient is the owner of real property located in King County, State of Washington, legally described in **Exhibit A**, attached hereto and made part hereof (the “Property”).
- B. Pursuant to a Parks Capital and Open Space Grant Agreement, between the County and Grant Recipient, dated _____, Grant Recipient has constructed [description of the Facility] (the “Facility”) on the Property for the purpose of providing land protection and recreation for the public. A map of the Property and Facility is attached to and made part of this Covenant Agreement as **Exhibit B**.
- C. The purpose of this instrument is to place on record those certain Restrictive Covenants (as defined below) which, pursuant to a Parks Levy Capital and Open Space Program Grant in the amount of \$500,000.00 awarded to Grant Recipient to construct the Facility on said Property, requires that the Facility be restricted to uses in accordance with the funds used to construct said Facility. The Property was acquired by deed recorded under recording No. [cite recorded deed for purchase], between [prior owner’s name] and City of North Bend

COVENANT AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises herein, Grant Recipient and the County agree, covenant and declare that the Facility is subject to the following restrictive covenants, which covenants shall run with the land and burden the Facility for the sole benefit of the County and the County land that makes up its public park, recreation, and open space system.

All the terms and provisions hereof shall be construed to effectuate the purposes set forth in this Covenant Agreement and to sustain the validity hereof.

- 1. Grant Recipient and the County agree and declare that the covenants and conditions contained herein touch and concern the land and shall bind and the benefits shall inure to, respectively, Grant Recipient and its successors and assigns and all subsequent owners of the Facility, and to the County and its successors and assigns and all subsequent owners of the County’s benefited property interests, subject to modification thereof as specifically provided below. Each and every contract, deed or other instrument hereafter executed conveying any portion or interest in the Facility, shall contain an express provision making such conveyance subject to the covenants and conditions of this

Covenant Agreement, provided however, that any such contract, deed or other instrument shall conclusively be held to have been executed, delivered and accepted subject to such covenants and conditions, regardless of whether or not such covenants and conditions are set forth or incorporated by reference in such contract, deed or other instrument.

2. Grant Recipient covenants and declares on behalf of itself and all heirs, assigns, and successors in interests into whose ownership the Facility might pass that the Facility will be preserved and maintained in accordance with the restrictions and obligations described in this Covenant Agreement for at least thirty years. It is the intent of the Grant Recipient that such covenants shall supersede any prior interests Grant Recipient has in the Property and Facility and shall run with the land for the benefit of the County and the County land that makes up its public park, recreation, and open space system, and be binding on any and all persons who acquire any portion of, or interest in, the Property or Facility. Grant Recipient and the County agree that King County shall have standing to enforce these covenants.
3. Grant Recipient acknowledges that the Facility was constructed on the Property for parks and recreation and open space purposes with funding from the King County Parks Levy authorized by Ordinances 18890 and 19166, the Parks Levy Capital and Open Space Program Grant Program requirements specified in Motion 15378, and Grant Recipient covenants that the Facility will be used for the parks, recreation, and open space purposes contemplated by Ordinances 18890 and 19166, and that the Facility shall not be converted to a different to a different status or use for a period of thirty years unless a full reimbursement of the Parks Capital and Open Space Grant award amount is made to King County.
4. Grant Recipient acknowledges that the Property was purchased for parks and recreation and open space purposes with parks levy funds as authorized by King County Ordinances 18890 and 19166, and Grant Recipient covenants that it shall abide by and enforce all terms, conditions and restrictions in King County Ordinances 18890, 19166, and the Parks Capital and Open Space Grant Program requirements specified in Motion 15378, including that Grant Recipient covenants that the Property will continue to be used for the purposes contemplated by King County Ordinances 18890, 19166, and the Parks Capital and Open Space Grant Program requirements, that the Property shall not be transferred or conveyed except by agreement with an agency or nonprofit organization, which agreement shall provide that the Facility shall be continued to be used for the purposes of Ordinances 18890, 19166, and the Parks Capital and Open Space Grant Program requirements specified in Motion 15378.
5. Grant Recipient covenants that it and any successor in interest will maintain the Facility for public use as required by Ordinances 18890 and 19166, and the Parks Levy Capital and Open Space Program 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. Grant Recipient covenants that it will not limit or restrict access to and use of the Facility by non-residents in any way that does not also apply to Grant Recipient residents. Grant Recipient further covenants that any and all user fees charged for the Facility, including charges imposed by any lessees, concessionaires, service providers, and/or other assignees shall be at the same rate for non-residents as for the residents of Grant Recipient.

6. Parties Bound. This Covenant Agreement shall benefit and be enforceable only by County and Grant Recipient and their successors or assigns and shall not be enforceable by any third parties.
7. Remedies. The County, its successors, designees or assigns shall have the following remedies against Grant Recipient, its successors, designees or assigns for violation of this Covenant Agreement:
 - 7.1 Default. If Grant Recipient fails to observe or perform any of the terms, conditions, obligations, restrictions, covenants, representations or warranties of this Covenant Agreement, and if such noncompliance is not corrected as provided herein, then such noncompliance shall be considered an event of default.
 - 7.2 Notice of Default. Before the County pursues a remedy against Grant Recipient for breach of this Covenant Agreement, the County shall provide written notice specifying the default to Grant Recipient. Grant Recipient shall thereafter have a thirty (30) day period to cure such default (or if such default is not capable of cure within thirty (30) days, such additional period as is reasonably necessary for Grant Recipient to complete such cure, provided that Grant Recipient commences cure within such thirty (30) day period and thereafter diligently pursues it to completion).
 - 7.3 County's Remedies. The County shall be entitled to all remedies in law or in equity against Grant Recipient in the event of a default.
 - 7.4 No Waiver. No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage or waive the right of the County to enforce the same or obtain relief against or recover for the continuation or repetition of such breach or violation or any other breach or violation thereof at any later time or times.
9. Miscellaneous Provisions.
 - 9.1 Agreement to Record. Grant Recipient shall cause this Covenant Agreement to be recorded in the real property records of King County, Washington. Grant Recipient shall pay all fees and charges incurred in connection with such recording and shall provide the County with a copy of the recorded document.
 - 9.2 Time of the Essence. Time is of the essence of this Covenant Agreement and of

every provision thereof.

- 9.3 Notices. Notices, certificates, reports, or other communications shall be deemed delivered on the third day following the date on which the same have been mailed by certified or registered mail, postage pre-paid, return receipt requested, or on the date on which the same have been personally delivered with proof of receipt, at the addresses specified below, or at such other addresses as may be specified in writing by the parties listed below:

If to King County:

King County Department of
Natural Resources & Parks
Parks and Recreation Division
201 South Jackson Street
Seattle, WA 98104-3855
Attn: Director

If to City of North Bend:
City of North Bend
920 SE Cedar Falls Way
North Bend, WA. 98045

- 9.4 Severability. If any provision of this Covenant Agreement shall be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.
- 9.5 Amendments. This Covenant Agreement shall be amended only by a written instrument executed by the Parties hereto or their respective successors in title, and duly recorded in the real property records of King County, Washington.
- 9.6 Governing Law. This Covenant Agreement shall be governed by the laws of the State of Washington and venue shall be in King County Superior Court.
- 9.7 Reliance. The County and Grant Recipient hereby recognize and agree that the representations and covenants set forth herein may be relied upon by each other.
- 9.8 No Conflict with Other Documents. Grant Recipient and the County warrant that they have not executed and will not execute any other agreement with provisions contradictory to, or in opposition to, the provisions hereof, and that in any event the requirements of this Covenant Agreement are paramount and controlling as to the rights and obligations herein set forth and supersede any other requirements in conflict herewith.
- 9.9 Sale or Transfer of the Facility. Grant Recipient agrees to notify the County within 30 days of any transfer of Grant Recipient's ownership interest in the Facility.
- 9.10 Captions. The titles and headings of the sections of this Covenant Agreement

have been inserted for convenience of reference only and are not to be considered a part hereof. They shall not in any way modify or restrict any of the terms or provisions hereof or be considered or given any effect in construing this document or any provision thereof or in ascertaining intent, if any question of intent shall arise.

9.11 No Third Party Beneficiaries. This agreement is made and entered into for the sole protection and benefit of the Parties hereto and their successors and assigns. No other person shall have any right of action based on any provision of this Covenant Agreement.

IN WITNESS WHEREOF, City of North Bend and the County have executed this Covenant Agreement on the date set forth above.

GRANT RECIPIENT: City of North Bend

By: _____
Its: _____

KING COUNTY, a political subdivision of the State of Washington

By: _____
Name: _____
Its: _____

[Notary Block on following page]

FINAL FOR APPROVAL

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ City of North Bend which is the _____ of City of North Bend to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

NOTARY PUBLIC
Print Name: _____
My Commission Expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of KING COUNTY, a political subdivision of the State of Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

NOTARY PUBLIC
Print Name: _____
My Commission Expires: _____

**RESTRICTIVE COVENANT AGREEMENT EXHIBIT A
LEGAL DESCRIPTION**

FINAL FOR APPROVAL

**RESTRICTIVE COVENANT AGREEMENT EXHIBIT B
PROPERTY AND FACILITY MAP**

FINAL FOR APPROVAL