

**CITY COUNCIL AGENDA ITEM**  
CITY OF SHORELINE, WASHINGTON

<b>AGENDA TITLE:</b>	Authorize the City Manager to Enter into a Grant Contract with King County to Accept \$500,000 in Grant Funding from the King County Parks Levy for the Acquisition of Property at Rotary Park
<b>DEPARTMENT:</b>	Administrative Services
<b>PRESENTED BY:</b>	Katrina Steinley, Senior Management Analyst
<b>ACTION:</b>	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

**PROBLEM/ISSUE STATEMENT:**

On July 31, 2017, the City Council approved the update to the Parks, Recreation, and Open Space (PROS) Plan. The PROS Plan identified parkland needs of 95 acres citywide to maintain a level of service of 7.38 acres per 1,000 population. The current PROS Plan includes an emphasis on acquiring properties in the City’s Light Rail Station Areas.

In October 2021, the City applied for \$500,000 in King County Parks Capital and Open Space grant funds for assistance with acquiring the property located at 841 NE 188<sup>th</sup> Street, identified as King County Parcel No 323510-023. This property is a target acquisition within the Rotary Park expansion and 185<sup>th</sup> Light Rail Station Subarea.

King County has approved this grant award to the City of Shoreline for \$500,000 to assist with the acquisition of this property. Tonight, staff is seeking authorization for the City Manager to enter into an agreement between King County and the City of Shoreline for a Parks Capital and Open Space Program grant.

**RESOURCE/FINANCIAL IMPACT:**

Approving the grant will allow the City to seek reimbursement for up to \$500,000 from King County through the Parks Capital and Open Space Program when the project is complete. Other funding will be used in addition to the grant to fund the full cost of the acquisition and meet the 50% match requirement.

**RECOMMENDATION**

Staff recommends that the City Council move to authorize the City Manager to sign an agreement with King County for the King County Parks Capital and Open Space grant in the amount of \$500,000.

Approved By:            City Manager **BE**    City Attorney **MK**

## **BACKGROUND**

On July 31, 2017, the City Council approved the update to the Parks, Recreation, and Open Space (PROS) Plan. A Citywide population forecast of more than 15,000 new residents by 2035 estimated 75% of that growth would occur in the light rail station subareas. The Plan identified parkland needs of 95 acres citywide to maintain a level of service of 7.38 acres per 1,000 population.

This parcel is one of five identified for Rotary Park expansion. The expansion of Rotary Park was identified in the PROS Plan as a priority to keep pace with growth by adding to existing public land with dedicated permanent park space in what will be in the future one of the two densest areas of the City. Of the five priority Rotary Park acquisition targets, three have been purchased. The parcel at 841 NE 188<sup>th</sup> Street would be the fourth acquisition. The property owner has been willing to negotiate but has indicated the price offered by the City to be below his expectations. With new funding and new information available on recent comparable sales in the area, the City is working with its agent to secure an updated appraisal and approach the property owner with an updated offer this year.

## **DISCUSSION**

Rotary Park property consists of the existing right-of-way property that is designated Rotary Park and outfitted with picnic tables and artwork. Ultimately the expanded Rotary Park would consist of property owned by Seattle City Light and five additional parcels, three of which have already been acquired by the City.

An independent appraisal obtained by the City in January 2020 identified just compensation for the parcel at 841 NE 188<sup>th</sup> Street at \$950,000. In September 2021, the City obtained new information placing a higher value on similar parcels, with similar proximity to the future light rail station and in the same high-density zoning, bringing the estimated value to \$1,458,375. Given recent appreciation of multifamily development sites in the MUR-70 zone near the Shoreline North/185<sup>th</sup> Light Rail Station, the cost of the parcel plus additional costs related to the acquisition brings the total estimated acquisition cost to approximately \$2,100,000.

### **King County Parks Capital and Open Space Program**

The King County Parks Capital and Open Space Program is funded by the 2019 voter-approved King County parks, recreation trails and open space levy. The Parks Capital and Open Space Grant Program provides funding for a broad range of park initiatives including land acquisition, park planning, and develop of passive and active parks, and local trails. In the 2021 application cycle in which the City applied for this grant, there was a 50% match requirement and had a maximum award of \$500,000.

The City was awarded the maximum grant award of \$500,000 in King County Parks Capital and Open Space grant funds for assistance with acquiring the property located at 841 NE 188<sup>th</sup> Street. The grant funds awarded to the City of Shoreline may only be used to pay for costs related to the specified open space acquisition project at Rotary Park. Up to \$500,000 may be reimbursed after the property at 841 NE 188<sup>th</sup> Street is

acquired. The grant agreement between King County and the City of Shoreline is attached (Attachment A).

**Additional Funding**

As the estimated cost for the property exceeds the \$500,000 grant award and a 50% match is required by King County, additional funds will be needed to pay for the remainder of the acquisition cost. In 2022, the King County Council approved CFT funding for up to \$3,281,421, or 50%, of the acquisition costs for four target parcels at Rotary Park, including this parcel. The other three parcels have already been acquired. Any additional funding required above the contribution from the Parks Capital and Open Space Program grant and the CFT award will be funded through Park Impact Fees (PIF) or another fund source if a different fund source is identified.

**RESOURCE/FINANCIAL IMPACT**

Approving the grant will allow the City to seek reimbursement for up to \$500,000 from King County through the Parks Capital and Open Space Program when the project is complete. Other funding will be used in addition to the grant to fund the full cost of the acquisition and meet the 50% match requirement.

**RECOMMENDATION**

Staff recommends that the City Council move to authorize the City Manager to sign an agreement with King County for the King County Parks Capital and Open Space grant in the amount of \$500,000.

**ATTACHMENTS**

Attachment A - Parks Capital and Open Space Rotary Park Grant Agreement



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

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

Grant Recipient: City of Shoreline

Project: Rotary Park

Award Amount: \$500,000.00 Project#: 1144509 Contract#: 6329052

Term Period: Effective Date To November 30, 2026

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THIS AGREEMENT is a grant agreement entered into between City of Shoreline (“Grant Recipient”) and King County (the “County”) (collectively the “Parties”) for open space acquisition 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 open space acquisition in order to acquire lands which may be lost to development pressure and to address the pressures of rapid growth in King County.
- B. Motion 15378, Section A.1., and Attachment A, further delineated the use of levy funds for the Parks Capital and Open Space Grants Program and the guidelines governing that use.
- C. Ordinance 19166, Attachment A established the grant award criteria and the process for the distribution of Parks Capital and Open Space Grants as well as the proposed composition of an advisory committee to review and make recommendations on the grant awards.
- D. King County, a home rule charter county and political subdivision of the State of Washington, is authorized to administer the Parks Capital and Open Space Grant Program and enter into agreements for the use of the grant funds with King County towns, cities, or metropolitan parks districts for open space acquisition.
- E. Grant Recipient is a City

- F. The Parks Capital and Open Space Grant Program Advisory Committee (“Advisory Committee”) has recommended an allocation of levy grant funds to specific projects, pursuant to Ordinance 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 acquire the Site.

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 specific open space acquisition project described in **Exhibit A**, which shall include a Project map and location. Grant Award Funds available pursuant to this Agreement may only be used for the Project.

<input checked="" type="checkbox"/>	Map of Site or 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

1.2 **Open Space.** The term “open space” means parks, trails, natural areas and resource lands as defined by Ordinance 18890 Section 1.F. All open space purchased with Grant Award Funds under this Agreement must be open to the public and geographically located within King County.

1.3 **Map of Site and Location.** This Agreement applies to the open space property (“Site”) which is located at:

**841 NE 188th St, Shoreline, WA. 98133 and/or Parcel Number 323510-0235**

See **Exhibit A** for a map of the Site and location.

1.4 **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 parcel to be acquired and the various milestones required for acquisition and completion of the Project. 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**.

1.5 **Project Budget.** Grant Recipient shall work with King County to develop a project budget (“Project Budget”), attached hereto as **Exhibit C**, which includes the intended use of the Grant Award Funds. King County shall provide the Grant Award funds to the Grant Recipient to be used for completion of the Project in

accordance with the “Project Budget,” attached hereto as **Exhibit 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**.

1.6 Contractor. Contractor shall include any contractor or consultant hired by Grant Recipient, including any of the contractor’s or consultant’s subcontractors or sub consultants.

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, 2026**. This Agreement shall remain in effect until such time as it is amended in writing or terminated as provided herein.

4. AMENDMENTS

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

5. NOTICES

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

<b>KING COUNTY</b>	<b>City of Shoreline</b>
Rusty Milholland	Katrina Steinley
Program Manager, Community Investments	Senior Management Analyst Recreation, Cultural and Community Services Department
King County Parks	City of Shoreline
201 S Jackson Street Suite #5702	17500 Midvale Ave. N
Seattle, WA 98104	Shoreline, WA. 98177
206-848-0299	206-801-2603
rmilholland@kingcounty.gov	ksteinley@shorelinewa.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. USE OF GRANT AWARD FUNDS

Grant Award Funds provided to Grant Recipient pursuant to this Agreement may be used only to pay costs related to the Project for open space acquisition. These costs include appraisals, title searches, negotiations, administrative overhead, and the cost of actual acquisition or purchase options. Grant Recipient shall have the property valued by an appraisal performed by an independent state-certified real estate appraiser with a current general real estate appraiser license and reviewed by an independent state-certified general real estate appraiser. In requesting disbursement of proceeds for the Project, Grant Recipient shall demonstrate to the County compliance with this Section 6. Grant Award Funds utilized pursuant to this Agreement may not be used to purchase land obtained through the exercise of eminent domain. If the Project requires the exercise of eminent domain, all Grant Award Funds provided pursuant to this Agreement shall be repaid to the County.

7. DISBURSEMENT OF GRANT FUNDS

- 7.1 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, **Exhibits B and C**).
- 7.2 The County shall initiate authorization for payment after approval of 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.
- 7.3 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.

8. 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 property described in the Project is acquired 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.

9. COMPLETION OF 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 set forth by the Scope of Work and deliverables set forth in **Exhibit B**, the County shall be released from any obligation to fund the Project, and the County in its sole discretion may reallocate such funds for other projects in other jurisdictions in accordance with Ordinance 19166 and Motion 15378.

Pursuant to Section 17, 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.

10. COMMUNICATION AND KING COUNTY MILESTONE NOTIFICATION

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

- 10.1 Events: Grant Recipient shall invite and recognize “King County Parks” at all events promoting the Project, and at the final Project dedication.
- 10.2 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.
- 10.3 King County Parks Notification: Grant Recipient shall notify the King County Parks Project Manager 30 days prior to finalization of the acquisition.
- 10.4 King County Council Notification: If Grant Recipient is a city or town, notification to the King County Council 30 days prior to finalization of the acquisition is required.
- 10.5 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.

11. 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.

12. PUBLIC ACCESS

The Grant Award is provided to Grant Recipient for the Project to expand access to recreation and/or protect open space for the citizens of King County. Therefore, Grant Recipient and any successor in interest agree to maintain the open space acquired for the Project for public benefit as open space in perpetuity consistent with the purpose and terms of the Parks Levy as described in Ordinances 18890 and 19166, and the Parks Capital and Open Space Program requirements specified in Motion 15378, and to include notice of this restriction in the real property records. Except as provided in Section 13, Conversion, the Project carried out by Grant Recipient in whole or in part with Grant Award Funds provided for under the terms of this Agreement shall not be transferred or conveyed except by written agreement with the County to an agency or nonprofit organization which shall continue to maintain the land acquired for the Project as open space in perpetuity for public benefit consistent with the terms of this Agreement and Ordinances 18890 and 19166. **Grant**



**Recipient's duties under this Section 12 will survive the expiration or earlier termination of this Agreement.**

13. CONVERSION OF USE

Grant Recipient shall not change the status or use of the property acquired with Grant Award Funds provided pursuant to this Agreement without prior written agreement from the County. If approved, Grant Recipient shall provide equivalent lands or cash in exchange for the land to be changed to a different use. The land shall be valued in its changed status or use, and not based upon its value as open space, and the replacement land or payment amount must be approved by the County. If requested by the County, at its own cost Grant Recipient will provide the County an appraisal performed within the previous year by an independent state-certified real estate appraiser with a current general real estate appraiser license. The value established by the appraisal will not be binding on the County. If the County approves replacement land, Grant Recipient shall complete the replacement within one year of approval. If the County approves cash reimbursement, Grant Recipient shall pay the County within 90 days of approval. **Grant Recipient's duties under this Section 13 will survive the expiration or earlier termination of this Agreement.**

14. RESTRICTIVE COVENANTS

The deed to the Real Property shall contain the following specific covenants pertaining to use, which covenants 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. The County and Grant Recipient agree that the County shall have standing to enforce these covenants, which shall be set forth as follows:

“Grant Recipient acknowledges that the Property was purchased for parks and recreation and open space purposes with funding from the King County parks levy authorized by Ordinances 18890 and 19166, and Grant Recipient covenants that the Property will be used for the parks, recreation, and open space purposes contemplated by Ordinances 18890, 19166, and the Parks Capital and Open Space Grant Program requirements set forth in Motion 15378, and that the Property shall not be converted to a different status or use unless other equivalent property within the County shall be received in exchange therefor or cash reimbursement is made. The Property shall be valued in its changed status or use, and not based upon its value as open space, and the replacement land must be approved by the County. At its own cost the Grant Recipient will provide the County an appraisal performed within the previous year by an independent state-certified real estate appraiser with a current general real estate appraiser license. The value established by the appraisal will not be binding on the County. If the County approves replacement land, then Grant Recipient shall complete the replacement within one year of approval.”

"Grant Recipient acknowledges that the Property was purchased for parks and recreation and open space open space purposes with parks levy funds as authorized by King County Ordinances 18890, 19166, and the Parks Capital and Open Space Grant Program requirements set forth in Motion 15378, and Grant Recipient covenants that it shall abide by and enforce all terms, conditions and restrictions in King County Ordinances 18890 and 19166, and the Parks Capital and Open Space Grant Program requirements set forth in Motion 15378, including that Grant Recipient covenants that the Property will continue to be used as open space for benefit of the public in perpetuity in accordance with the purposes set

forth in King County Ordinances 18890, 19166, and the Parks Capital and Open Space Grant Program requirements detailed in Motion 15378, and that the Property shall not be transferred or conveyed except by agreement with an agency or nonprofit organization, which agreement shall provide that the Property shall be continued to be used as open space for benefit of the public in perpetuity in accordance with the purposes set forth in King County Ordinances 18890, 19166, and the Parks Capital and Open Space Grant Program requirements detailed in Motion 1537.”

"Grant Recipient further covenants that it will not limit or restrict access to and use of the Property by non-Grant Recipient residents in any way that does not also apply to Grant Recipient residents. Grant Recipient covenants that any and all user fees charged for the Property, including charges imposed by any lessees, concessionaires, service providers, and/or other assignees shall be at the same rate for non-Grant Recipient residents as for the residents of Grant Recipient."

"Grant Recipient covenants that it shall place the preceding covenants in any deed transferring the Property or a portion of the Property for public park, recreation or open space uses."

**Grant Recipient’s duties under this Section 14 will survive the expiration or earlier termination of this Agreement.**

15. 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 15 will survive the expiration or earlier termination of this Agreement.**

16. INSURANCE.

16.1 Minimum Scope and Limits of Insurance. Grant Recipient shall maintain and/or required its Contractor(s) to maintain the minimum scope and limits of insurance as required in **Exhibit D- Insurance Requirements.**

17. TERMINATION

17.1 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.

17.2 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.

17.3 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.

17.4 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 11.

18. 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.

19. 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.

20. 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.

21. ASSIGNMENT

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

22. 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.

23. 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.

24. PUBLIC DOCUMENT

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

25. 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.

26. 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,

27. 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.

28. 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 Shoreline

King County

By \_\_\_\_\_

By \_\_\_\_\_

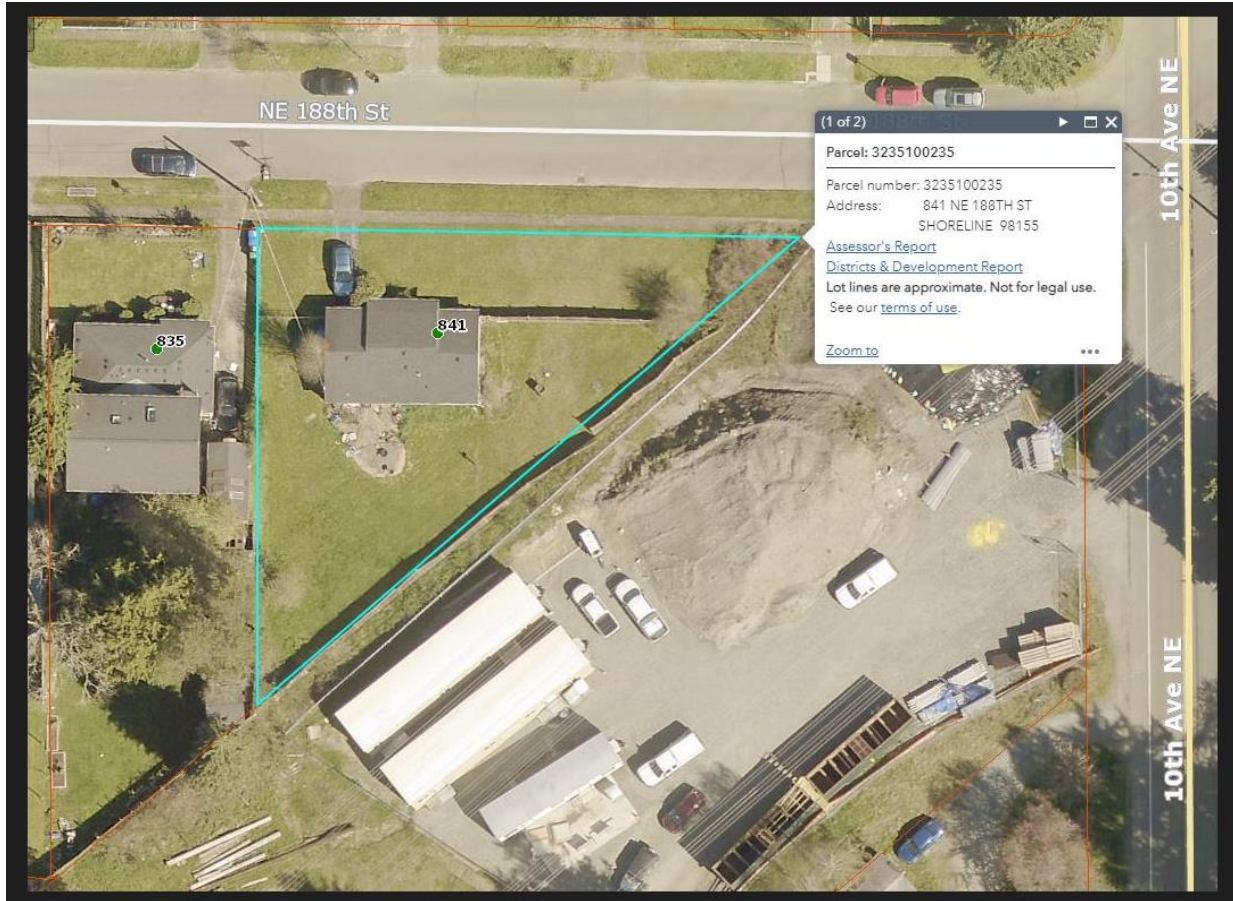
Title \_\_\_\_\_

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Date \_\_\_\_\_

Date \_\_\_\_\_

**Exhibit A- Map of Site and Location**



**Exhibit B- Scope of Work**



**Levy Grant**

Capital and Open Space Grants  
**Scope of Services**

The acquisition of this parcel would expand upon and leverage the passive recreational use envisioned by the City of Shoreline adjacent property owned by Seattle City Light.

Activities/Milestones		Estimated Completion Date	Deliverables
1	Review Appraisal	2023	Appraisal Title report Haz. waste report Recorded Deed
2	Purchase and Sale Agreement	2024	
3	Due diligence (title review, hazardous waste reports, etc.)	2025	
4	Closing	2025	

**Exhibit C- Project Budget****Applicant: City of Shoreline****Project Name: 841 NE 188th Rotary Park**

	<b>Project Costs</b>	<b>Grant Budget</b>
Total property interest value	\$1,458,375	\$500,000
Title and appraisal	\$1,500	
Closing, fees, taxes	\$1,896	
Relocation costs	\$42,000	
Hazardous waste reports	\$2,965	
Administration and legal costs		
Contingency		
Other		
<b>Total</b>	<b>\$1,506,736</b>	<b>\$500,000</b>



**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, 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.

- 3.1.2. 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.

- 3.1.3. 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.

### 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.