



# CITY COUNCIL REGULAR MEETING

Monday, October 23, 2023 at 7:00 PM

City Hall

## AGENDA

---

1. Call to Order
2. Flag Salute
3. Roll Call
4. Presentation
5. Approval of Agenda
6. Consent Agenda

[A.](#) Minutes

October 16th, 2023 Workshop

October 16th, 2023 Council Meeting

B. Audit of Reports

1. Claims      #113235 - #113244      =      \$21,440.97

October 23, 2023

2. Payroll      =      \$13,998.84

VOID #

7. Reports
8. Audience Participation

The City Council encourages public participation during meetings of the City Council and welcomes your comments. This time is set-aside for you to speak to the City Council on any issue. The Council ordinarily takes non-agenda matters under advisement before taking action. You are also invited to comment on action items as they are considered during the meeting. Individual speakers will be limited to three (3) minutes each in addressing the City Council. When addressing the Council, please speak clearly and audibly and state your name and address for the record.

9. Discussion

[A.](#) Resolution 1266-23, Get Active Stay Active King County Grant Agreement

[B.](#) Purchase and Sale Agreement

**10. New Business**

**11. Old Business**

**12. Ordinances & Resolution**

- [A.](#) Resolution 1261-23, Wetland Preserve Final Design Scope of Work and Agreement with Natural Systems Design
- [B.](#) Resolution 1263-23, King County Re+ Grant Agreement
- [C.](#) Resolution 1264-23, King County External Support Grant for Sound Garden
- [D.](#) Resolution 1265-23, Surplus of Public Works Assets
- [E.](#) Ordinance 1226-23, Right of Way Vacation for the Algona Village Project

**13. Next Workshop**

**14. Adjournment**



# CITY COUNCIL WORKSHOP MEETING

Monday, October 16, 2023 at 6:00 PM

City Hall

## MINUTES

### 1. Call to Order

Mayor Pro Tem Brenna Franco called the meeting to order at 6:00 PM.

### 2. Roll Call

#### PRESENT

Council Member Brenna Franco  
Council Member Gordon Cook  
Council Member Timothy Fairley  
Council Member William Thomas

#### ABSENT

Council Member Lynda Osborn

Motion made by Council Member Thomas to excuse Council Member Osborn, Seconded by Council Member Fairley.

Voting Yea: Council Member Franco, Council Member Cook, Council Member Fairley, Council Member Thomas

### 3. Approval of Agenda

Motion made by Council Member Cook, Seconded by Council Member Thomas.

Voting Yea: Council Member Franco, Council Member Cook, Council Member Fairley, Council Member Thomas

### 4. Presentations

### 5. Discussion

#### A. Police Traffic Stats

Chief of Police James Schrimpscher provided information on the last three years of traffic enforcement.

#### B. State Ditch Drone Footage

Chief Schrimpscher played the drone footage from July 2023 showing the flooding in the 167 ditch.

### 6. Audience Participation

The City Council encourages public participation during meetings of the City Council and welcomes your comments. This time is set-aside for you to speak to the City Council on any

issue. The Council ordinarily takes non-agenda matters under advisement before taking action. You are also invited to comment on action items as they are considered during the meeting. Individual speakers will be limited to three (3) minutes each in addressing the City Council. When addressing the Council, please speak clearly and audibly and state your name and address for the record.

None.

7. Adjournment

Mayor Pro Tem Franco adjourned the meeting at 6:41 PM.

ATTEST:

\_\_\_\_\_  
Jessica Griess – City Clerk

\_\_\_\_\_  
Brenna Franco – Mayor Pro Tem





## CITY COUNCIL REGULAR MEETING

Monday, October 16, 2023 at 7:00 PM

City Hall

## MINUTES

---

### 1. Call to Order

Mayor Troy Linnell called the meeting to order at 7:00 PM.

### 2. Flag Salute

### 3. Roll Call

#### PRESENT

Mayor Troy Linnell

Council Member Brenna Franco

Council Member Gordon Cook

Council Member Timothy Fairley

Council Member William Thomas

#### ABSENT

Council Member Lynda Osborn

Motion made by Council Member Thomas to excuse Council Member Osborn, Seconded by Council Member Fairley.

Voting Yea: Council Member Franco, Council Member Cook, Council Member Fairley, Council Member Thomas

### 4. Presentation

### 5. Approval of Agenda

Motion made by Council Member Thomas, Seconded by Council Member Franco.

Voting Yea: Council Member Franco, Council Member Cook, Council Member Fairley, Council Member Thomas

### 6. Consent Agenda

Motion made by Council Member Fairley, Seconded by Council Member Cook.

Voting Yea: Council Member Franco, Council Member Cook, Council Member Fairley, Council Member Thomas

#### A. Minutes

September 25th, 2023 Council Meeting

B. Audit of Reports

1. Claims            #113193 - #113234            =            \$235,241.01

October 16, 2023

2. Payroll            #61567 - #61570            =            \$173,659.41

September 29, 2023 & October 13, 2023

VOID

7. Reports

Council Member Franco - None.

Council Member Cook - Great time at the dedication, thank you staff, well attended. Attended the finance committee meeting last week.

Council Member Fairley - Great time at the dedication, thought it was a success. Talked to people haven't talked to in a while.

Council Member Thomas - The dedication was a good event. Had the VRFA governance meeting and one of our officers was there for an award. Attended PIC and took some notes, looking for nominations for their various committees. King County wants to partner with Cities for EV parking programs. Talked about legislative priorities such as Police retention and behavioral health. Sounds like there is a pause on land use in legislature.

Public Works Director Avery - We're working to keep the storm drains clear, it's the main focus with the rainy season. Water main replacement is officially starting the 23rd. There was a water leak on 3rd Ave N, saddle had to be replaced. Looking to replace the controls on the lift station control panel. Eventually planning to redo the whole station. Working on a grant for EV charging stations.

Police Chief Schrimpsheer - Officer Fajardo was given recognition for her life saving measures at the VRFA meeting. We have a new officer from Hawaii. The A-Team was recently recognized by other departments that former Algona officers are the most successful. PD training tomorrow for the whole department. Will be going over arrest tactics and building searches. Also hosting training for the coalition.

City Administrator Griess - There was an issue at the post office with the City's bulk mailing permit, USPS failed to inform us and it wasn't until staff realized payments for September bills weren't coming in that the issue was resolved. We will be pushing back late notices and shutoffs to allow the additional time for the September payments. Also looking into alternatives for bulk mailing services since this isn't the first time we've had an issue like this come up. I ordered the City a new website and anticipate it to be operational in January. Talked about moving away from Umpqua and going to WaFed Bank at the Finance Committee meeting. Will see that at a future meeting.

Mayor Linnell - Had a comp plan meeting with our planner, we are right on schedule. Met with the Filipino Hall for quarterly check-in, 10:30 is the new time for shutdown and asked that the screening of their applicants be more careful; watch video

## 8. Audience Participation

The City Council encourages public participation during meetings of the City Council and welcomes your comments. This time is set-aside for you to speak to the City Council on any issue. The Council ordinarily takes non-agenda matters under advisement before taking action. You are also invited to comment on action items as they are considered during the meeting. Individual speakers will be limited to three (3) minutes each in addressing the City Council. When addressing the Council, please speak clearly and audibly and state your name and address for the record.

Christy Rodriguez, AJ Rodriguez, and Rachel on Milwaukee Blvd - Speaking on concerns over the new four-way stop installed on 8th Ave and Algona Blvd. As mentioned in previous meetings, a records request shows that a study was not done at that intersection. The study provided was done for a roundabout at Main St and Algona Blvd. Chief Schrimpscher stated the study was done for the 8th Ave/Algona Blvd intersection. The study was presented to Council at the March 29th, 2022, meeting. Council asked questions about adding a four-way stop for slowing traffic, increasing traffic, and for emergency vehicles going through. Engineer said he didn't study for the specific intersection and couldn't say if he felt it was warranted. They discussed alternatives to mitigate speeding. They also talked about line-of-sight issues and again Matt Palmer said he didn't study the intersection. Point I was trying to make at the last Council meeting. The Chief said the Mayor asked to move forward with the stop signs and has the authority to do so. They're also looking into another one somewhere on Main St. This is going outside of the MUTCD by moving forward without actual warrants. Against the advice of the city engineers. They follow national standards. Why go against the engineers and national standards? Initially told it was for speed and now for line of sight issues. Calls into question the decisions made by city leadership. Here's some comments from the Algona Community page on Facebook. Shows the community feels unsafe. The MUTCD states that four way stops should only be a precursor to a stop light. Someone is going to get hurt. I've done my homework and hope you do the same. There are alternatives to the stop signs. Look forward to your response.

Chris Gomez, 527 Main St - I've had people pass me on Algona Blvd going 60 MPH, I thought it was the best thing to see that intersection put in. I like that the signs are well lit. If you drive through, you're a fool. Wouldn't mind the speed limit going down to 25 either. See it everyday that people just don't care anymore. Would like to see one on Main St too. Waste Management, the rates don't make sense. Do not want to see them in the City.

## 9. Discussion

### A. 2024 Preliminary Budget

Tara Dunford, CPA, briefed the Council on the Preliminary 2024 Budget.

### B. Wetland Preserve Final Design Scope of Work with Natural Systems Design

The agreement with Natural Systems Designs is for the final design work for the Wetland Preserve.

**C. King County Re+ Grant Agreement**

The Re+ grant is for the Algona Recycling Education and Voucher Program.

**D. Resolution 1264-23, King County External Support Grant for Sound Garden**

The City has been awarded \$25,000 to install a sound garden in Matchett Park.

**E. Resolution 1265-23, Surplus of Public Works Assets**

Public Works has created a list of equipment to surplus.

**F. Purchase and Sale Agreement**

The Purchase and Sale Agreement is for the properties at the north end of the City, at the corner of Boundary and Algona Blvd. The purpose of purchasing the properties is to put in more flood-mitigating options. Agreed to a price and the City can utilize fund balance from the stormwater fund. The seller has requested to move up the timeline for signing the PSA, council agrees to keep the three-touch rule in place.

**G. Right of Way Vacation for the Algona Village Project**

The City received an application for a right-of-way vacation for the Algona Village project. The right of way is located on the west side of West Valley Hwy across the street from 1st Ave. The owner's property surrounds the area requested to be vacated. There are no utilities located in the right of way. Council agreed to move forward with the vacation of the right of way and to price it at the full appraisal amount.

**10. New Business****11. Old Business****12. Ordinances & Resolution****A. Resolution 1262-23, Waste Management New Rate Structure**

Motion made by Council Member Fairley, Seconded by Council Member Cook.  
Voting Yea: Council Member Franco, Council Member Cook, Council Member Fairley, Council Member Thomas

Resolution 1262-23 passed.

**13. Next Workshop**

167 ditch drone footage and more crime statics from the Police Department

**14. Adjournment**

Mayor Linnell adjourned the meeting 8:16 PM.

**ATTEST:**

\_\_\_\_\_  
Jessica Griess – City Clerk

\_\_\_\_\_  
Troy Linnell – Mayor

**CITY COUNCIL****AGENDA BILL # AB23-0101**

**City of Algona**  
**200 Washington Blvd.**  
**Algona, WA 98001**

**ITEM INFORMATION**

<b>SUBJECT:</b>	<b>Agenda Date: October 23<sup>rd</sup>, 2023</b>		
<b>Resolution 1266-23, Get Active Stay Active King County Grant Agreement</b>	Department/Committee/Individual	Created	Reviewed
	Mayor		
	City Administrator		
	City Attorney		x
	City Clerk		x
	Finance Dept		
	PW/Utilities		
	Planning Dept		
	Community Services		
	Police Dept		
Cost Impact:	Finance Committee		
Fund Source:	Planning Commission		
Timeline: 1 <sup>st</sup> review – 10/23/23	Civil Service Committee		
<b>Staff Contact: Jessica Griess, City Administrator</b>			
<b>Attachments: King County Grant Agreement</b>			
<b>SUMMARY STATEMENT:</b> The City has been granted \$5,000 to implement healthy living programs. Gary is working with the Community Center Advisory Board to determine the best options for the community whether it's a Zumba class, healthy cooking class, or scholarships for the Skyhawks sports camps.			
<b>COMMITTEE REVIEW AND RECOMMENDATION:</b>			
<b>RECOMMENDED ACTION:</b>			
<b>RECORD OF COUNCIL ACTION</b>			
<i>Meeting Date:</i>	<i>Action:</i>	<i>Vote:</i>	



**Youth and Amateur Sports Grant Agreement**

**Get Active / Stay Active Program**

Department/Division:	<u>Natural Resources and Parks / Parks and Recreation</u>		
Agency:	<u>City of Algona</u>		
Project:	<u>City of Algona Health Community</u>		
Amount:	<u>\$5,000.00</u>	Project#:	<u>1145399</u>
		Contract#:	<u>6384372</u>
Term Period:	<u></u>	To	<u>11/30/2024</u>

THIS AGREEMENT (“Agreement”) is entered into by King County (the “County”), and City of Algona (the “Agency”),(collectively the “Parties”) for programming that reduces barriers and increases access to physical activity using a Youth and Amateur Sports Grant (“YASG”)

**RECITALS**

- A. The Agency is either a public agency or a non-profit organization that provides youth or amateur sports opportunities or are acts as a fiscal sponsor for community organization.
- B. King County, a home rule chapter county and political subdivision of the State of Washington, is authorized to administer the YASG Program and enter into agreements for the use of King County funds by public agencies, nonprofit organizations, or fiscal sponsor for community organizations that increase access to sports and physical activity under King County Ordinance 19546 § 83.
- C. The Agency shall utilize the Grant Award Funds to address an athletic need in King County.
- D. King County has selected the Agency to receive a YASG award in the amount of \$5,000.00 ("Grant Award Funds") for programming designed to provide increased athletic opportunities for the citizens of King County, Washington

NOW THEREFORE, in consideration of payments, 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 project described in **Exhibits A and B**. 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 complete the Projects, as set forth

in **Exhibits A and 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"/>	Project Summary and Scope of Work	Attached hereto as Exhibit A
<input checked="" type="checkbox"/>	Project Budget	Attached hereto as Exhibit B
<input checked="" type="checkbox"/>	Insurance Requirements	Attached here to as Exhibit C

- 1.2 Location. This Agreement applies to the Project to take place at the site (“Site”) which is located at:

**Algona Community Center  
200 Washington Blvd. Algona, WA, 98001**

- 1.3 Scope of Work. Agency shall provide a County-approved Project summary and scope of work (“Scope of Work”), attached hereto as **Exhibit B**, which describes the Project in detail and includes a description of the various program milestones required for completion of the Project and intended use of the Grant Award Funds. Agency 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 A**.

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

- 1.5 Contractor. Contractor shall include any contractor or consultant hired by the Agency, including any of the contractor’s or consultant’s subcontractors or subconsultants.

## 2. EFFECTIVE DATE

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

## 3. TERM

The term (“Term”) of this Agreement shall begin on the Effective Date and end on 11/30/2024. This Agreement shall remain in effect until such time as it is amended in writing or terminated as provided herein.

## 4. AMENDMENTS

This Agreement together with the attached exhibits 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.

## 5. NOTICES

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



<b>KING COUNTY</b>	<b>City of Algona</b>
Grace Chai	Gary Klein
YASG Project Manager	
King County Parks	City of Algona
201 S Jackson Street Suite #700	200 Washington Blvd
Seattle, WA 98104-3855	Algona, WA. 98001
(206) 263-7230	253-217-5000
gchai@kingcounty.gov	garyk@algonawa.gov

Notice by e-mail shall be deemed to have been given on the date of transmission. Either Party hereto may, at any time, by giving ten (10) days written notice to the other Party to designate any other person or address in substitution of the foregoing information 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 Agency, upon execution of this Agreement, and receipt of Agency's County-approved completed Scope of Work and Project Budget (see Section 1 and **Exhibits A and B**).
- 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 Agency. The County shall make payment to Agency not more than thirty (30) days after a complete and accurate invoice and any other required documentation is received and approved.
- 6.3 Agency shall submit the final invoice, supporting documentation and any outstanding deliverables, as specified in the Scope of Work (**Exhibit A**) and Project Budget (**Exhibit B**), within thirty (30) days of the date this Agreement expires or is terminated. If the Agency'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 Agency 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 Agency accounts and moneys. Until the Project is completed, and all proceeds provided pursuant to this Agreement have been expended, the Agency shall provide reports to the YASG Project Manager on a schedule determined by the County.

#### 8. COMPLETION OF THE PROJECT

Agency shall complete the Project described in Section 1.1 and **Exhibits A and B** of this Agreement. If Agency cannot complete the Project, as specified by the Scope of Work and deliverables set forth in **Exhibit A**, 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 18, Termination, this Agreement will be terminated if the Agency is unable or unwilling to expend the Grant Award Funds for the Project as provided in this Agreement. The Agency may not redirect Grant Award Funds for a purpose other than completion of the Project as approved by the County.

9. COMMUNICATION AND KING COUNTY MILESTONE NOTIFICATION

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

9.1 Events: Agency shall invite and recognize “King County Parks” at all events promoting the Project, and at the final Project dedication.

9.2 Community Relations: Agency 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: Agency shall notify the King County Parks Project Manager 30 days prior to any major milestone, such as a groundbreaking or opening dates.

10. DISPOSITION OF REMAINING GRANT AWARD FUNDS

If Agency does not expend all proceeds obligated to be provided through this Agreement, such proceeds, if held by Agency, 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 Agency 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 Funds are provided for the purpose of developing and/or supporting the delivery of sports activities or programming for, but not exclusively serving, persons under twenty-four (24) years of age, and low and moderate income communities within King County. Fees for the Project shall be no greater than those generally charged by public operators or project providers in King County.

12. MINIMUM SCOPE AND LIMITS OF INSURANCE

The Agency shall maintain, and/or require its Contractor(s) to maintain the minimum scope and limits of insurance as required in **Exhibit C** – Insurance Requirements.

13. INTERNAL CONTROL AND ACCOUNTING SYSTEM

The Agency 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 43.09.

14. MAINTENANCE OF RECORDS

14.1 The Agency 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 Agreement funds and compliance with this Agreement.

14.2 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

14.3 Agency shall inform the County in writing of the location, if different from the Agency address listed on page one 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.

15. RIGHT TO INSPECT

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

16. COMPLIANCE WITH ALL LAWS AND REGULATIONS

The Agency, in cooperation and agreement with the owners of the Site, 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 Agency 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 Agency 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.

17. CORRECTIVE ACTION

17.1 If the County determines that a breach of contract has occurred or does not approve of the Agency's performance, it will give the Agency written notification of unacceptable performance. The Agency 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 the Agency.

17.2 The County may withhold any payment owed the Agency until the County is satisfied that corrective action has been taken or completed.

18. TERMINATION

18.1 The 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 the Agency ten (10) days advance written notice of the termination.

18.2 If the termination results from acts or omissions of the Agency, including but not limited to misappropriation, nonperformance of required services, or fiscal mismanagement, the Agency shall return to the County immediately any funds, misappropriated or unexpended, which have been paid to the Agency by the County.

18.3 Any King County obligations under this Agreement beyond the current appropriation year 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 year.

- 18.4 The Agreement will be terminated if the Agency is unable or unwilling to expend the Grant Award Funds as specified in Section 1 and **Exhibits A and B**, or upon reimbursement by the Agency 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.

19. 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. The Agency 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.

20. HOLD HARMLESS AND INDEMNIFICATION

The Agency 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) Agency's failure to pay any such compensation, wages, benefits, or taxes, and/or (2) work, services, materials, or supplies performed or provided by the Agency's employees or other suppliers in connection with or support of the performance of this Agreement.

The Agency 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 Agency, 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.

The Agency 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 the Agency's exercise of rights and privileges granted by this Agreement, except to the extent of the County's sole negligence. The Agency's obligations under this Section shall include:

- A. The duty to promptly accept tender of defense and provide defense to the County at the Agency's own expense
- B. Indemnification of claims made by the Agency's employees or agents; and
- C. Waiver of the Agency'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 Agency.

In the event it is determined that RCW 4.24.115 applies to this Agreement, the Agency 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 Agency'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 the Agency in conjunction with this Agreement. **The Agency's duties under this Section 20 will survive the expiration or earlier termination of this Agreement.**

21. NONDISCRIMINATION

King County Code ("KCC") chapters 12.16 through 12.18 apply to this Agreement and are incorporated by this reference as if fully set forth herein. In all hiring or employment made possible or resulting from this Agreement, there shall be no discrimination against any employee or applicant for employment because of sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except minimum age and retirement provisions, unless based upon a bona fide occupational qualification.

22. POLITICAL ACITIVITY 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.

23. PPROJECT MAINTENANCE; EQUIPMENT PURCHASE, MAINTENANCE, AND OWNERSHIP

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

23.2 The Agency shall be responsible for all property purchased pursuant to this Agreement, including the proper care and maintenance of any equipment.

23.3 The Agency shall establish and maintain inventory records and transaction documents (purchase requisitions, packing slips, invoices, receipts) of equipment and materials purchased with Agreement funds.

23.4 **The Agency's duties under this Section 23 shall survive the expiration of this Agreement.**

24. ASSIGNMENT

Agency 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. Agency must seek such consent in writing not less than fifteen (15) days prior to the date of any proposed assignment.

25. 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.

26. TAXES

The Agency 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 Agency to contest any such tax, and the Agency 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.

27. 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.

28. PUBLIC DOCUMENT

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

29. LEGAL RELATIONS

Nothing contained herein will make, or be deemed to make, County and the Agency 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.

30. PERMITS AND LICENSES

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

31. 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 Agency.

32. POLICE POWERS OF THE COUNTY

Nothing contained in this Agreement will diminish, or be deemed to diminish, the governmental or police powers of the County.

33. ENTIRE AGREEMENT

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

KING COUNTY

City of Algona

FOR

\_\_\_\_\_  
King County Executive\_\_\_\_\_  
Signature\_\_\_\_\_  
Date\_\_\_\_\_  
NAME (Please type or print), Title\_\_\_\_\_  
Date

**EXHIBIT A- PROJECT SUMMARY AND SCOPE OF WORK****Youth and Amateur Sports Grant**

GASA Program

**Scope of Services**

The Agency will use grant funds toward increasing services, opportunities and programs for healthy living. The Agency will convene a Community Center Advisory Board that will make recommendations for activities and programs. Offerings may include but are not limited to dance, aerobics, karate, exercise, healthy cooking, and events around increasing activity levels. Additionally funds may be used towards scholarships for participation in Skyhawks Sports Academy camps at the Community Center.



**EXHIBIT B- PROJECT BUDGET****Project Name: City of Algona Healthy Community**

<b>Project Expenses</b>	<b>Total Project Costs</b>	<b>Grant Request</b>
Professional services – subcontracted course instructors	\$3,000	\$3,000
Equipment, supplies, materials	\$1,500	\$1,500
Scholarships	\$500	\$500
Facility fees	\$X	\$0
Transportation	\$Y	\$0
Administrative (indirect) costs	\$0	\$0
<b>Total</b>	<b>\$Z</b>	<b>\$5,000</b>

**EXHIBIT C- INSURANCE REQUIREMENTS****1. General Insurance Requirements**

- 1.1. Agency 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 Agency, 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 Agency. Agency 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, Agency 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. Agency shall deliver such policies to the County within five (5) business days of County's request.

- 2.3. County's receipt or acceptance of Agency'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 C** or, consequently, constitute the County's acceptance of the adequacy of Agency's or any Contractor's insurance or preclude or prevent any action by County against Agency for breach of the requirements of this section.

### 3. Minimum Scope and Limits of Insurance

- 3.1. Agency 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. If the Grant Recipient will be using funds to support and host youth sports programs, the Commercial General Liability policy shall not contain a CTE/Concussion exclusion.
- a. If funded programming involves the Agency and/or its Contractor(s) interacting with youth, Agency and/or its Contractor(s) must maintain Sexual Misconduct Liability coverage with a minimum limit of \$1,000,000 per occurrence and in the aggregate. Such coverage may be included under a Commercial General Liability policy or provided by a standalone policy.

3.1.2. Professional Liability (Errors and Omissions): If funded programming includes the use of professional services, Agency 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: If funded programming involves vehicles usage, Agency and/or its Contractor(s) must maintain \$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: If Agency is required by the Industrial Insurance Act of the State of Washington to maintain Workers Compensation coverage, Agency shall maintain a minimum limit of \$1,000,000 each occurrence and shall be at least as broad as the protection provided by the Workers Compensation policy Part 2 (Employers Liability), or, in monopolistic states including but not limited to Washington, the protection provided by the “Stop Gap” endorsement to the commercial general liability policy.
4. Other Insurance Provisions and Requirements
- 4.1. All insurance policies purchased and maintained by Agency 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 for 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 Agency, 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 Agency’s, or Contractor(s) insurance or benefit the Agency, 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. Deductibles/Self-Insured Retentions
- 5.1. 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 Agency’s, or any Contractor’s liability to the County, and shall in all instances be the sole responsibility of Agency or its Contractor, even if no claim has been made or asserted against them.
6. Acceptability of Insurers
- 6.1. 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.
- 6.2. Professional Liability (Errors and Omissions) insurance may be placed with insurers with an A.M. Best rating of no less than B+:VII.
- 6.3. If at any time any of the foregoing policies fail to meet the above stated requirements, Agency 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.
7. Self-Insurance

- 7.1. If the Agency is a governmental entity or municipal corporation, Agency 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. Evidence of self-insurance coverage shall be provided.
8. Contractors
  - 8.1. Agency shall include all Contractors as insureds under its policies or, alternatively, Agency 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 C**, 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. Agency 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, Agency must provide evidence of each Contractor(s) insurance coverage, including endorsements.

**CITY OF ALGONA  
RESOLUTION NO. 1266-23**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
ALGONA, WASHINGTON, APPROVING AND  
AUTHORIZING EXECUTION OF THE YOUTH AND  
AMATEUR SPORTS GRANT AGREEMENT WITH KING  
COUNTY

WHEREAS, King County Ordinance 19546 § 83 authorizes the Youth and Amateur Sports Grant funds for the Get Active Stay Active Program; and

WHEREAS, as the City of Algona has been awarded \$5,000; and

WHEREAS, the City Council desires to accept and utilize such allocation by approving and authorizing the execution of the Youth and Amateur Sports Grant Agreement for the project as provided herein;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ALGONA, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. Approval of Youth and Amateur Sports Grant Agreement; Execution Authority. The City Council hereby approves the Youth and Amateur Sports Grant Agreement Between King County and the City of Algona for the 2023-2024 Youth and Amateur Sports Grant funding the Algona Healthy Living Programs substantially in the form provided in Exhibit A, attached hereto and incorporated herein by this reference as if set forth in full. The Mayor is hereby authorized to execute said Agreement on behalf of the City, inclusive of any minor revisions deemed reasonably necessary and appropriate by the Mayor.

Section 2. Effective Date. This resolution shall take effect immediately upon passage.

PASSED by the City Council of the City of Algona, at its regular meeting thereof this \_\_\_\_ day of \_\_\_\_\_, 2023.

CITY OF ALGONA, WASHINGTON

\_\_\_\_\_  
Troy Linnell, Mayor

(SEAL)

ATTEST:

---

Jessica Griess, City Administrator

## Exhibit A



**CITY COUNCIL****AGENDA BILL # AB23-0100**

**City of Algona**  
**200 Washington Blvd.**  
**Algona, WA 98001**

ITEM INFORMATION			
<b>SUBJECT:</b>  <b>Purchase and Sale Agreement</b>	<b>Agenda Date: October 23<sup>rd</sup>, 2023</b>		
	Department/Committee/Individual	Created	Reviewed
	Mayor		
	City Administrator		
	City Attorney	x	x
	City Clerk		x
	Finance Dept		
	PW/Utilities		
	Planning Dept		
	Community Services		
Cost Impact:	Police Dept		
Fund Source:	Finance Committee		x
Timeline: 1 <sup>st</sup> review – 10/16/23	Planning Commission		
2 <sup>nd</sup> review – 10/23/23	Civil Service Committee		
<b>Staff Contact: Jessica Griess, City Administrator</b>			
<b>Attachments: Purchase and Sale Agreement</b>			
<b>SUMMARY STATEMENT:</b> <p>In previous Council and Finance meetings, we've discussed purchasing the properties located at the corner of Algona Blvd and Boundary Blvd in order to further our flood mitigating efforts and implement additional park/open spaces in the City. The seller and City has come to an agreement on the price at \$915,000 for all the parcels (pending Council approval of course). We do have the fund balance in our storm fund for the primary reason of purchasing the properties for flooding issues.</p> <p>Zach Lell, City Attorney, prepared the Purchase and Sale Agreement that was verbally agreed to by the seller.</p>			
<b>COMMITTEE REVIEW AND RECOMMENDATION:</b>			
<b>RECOMMENDED ACTION:</b>			
<b>RECORD OF COUNCIL ACTION</b>			
<i>Meeting Date:</i>	<i>Action:</i>	<i>Vote:</i>	

## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (“**Agreement**”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023 (“**Effective Date**”), by and between the City of Algona, a Washington municipal corporation (“**Purchaser**”), and Pacific Premier Properties, LLC, a Washington limited liability company (“**Pacific**”) and Sunwest Bank (“**Sunwest**”) (Pacific and Sunwest are collectively referred to as “**Seller**”).

### RECITALS

1. Seller owns certain real property situate in King County, State of Washington, identified by street address (where applicable), Assessor Parcel Number (“**APN**”), and acreage as follows (collectively, the “**Property**”):

- A. The 4.14-acre unaddressed parcel identified as APN 335640-0080-09;
- B. The 4.71-acre parcel located at 1104 Algona Blvd. N., identified as APN 335640-0155-09;
- C. The 0.65-acre parcel located at 1109 Algona Blvd. N., identified as APN 335640-0305-08, and the 1.78-acre parcel located at 4310 11<sup>th</sup> Ave. N., identified as APN 335640-0330-07; and
- D. The 0.75-acre unaddressed parcel identified as APN 335640-0381-05.

The Property is legally described in **Exhibit A**, attached hereto and incorporated herein by this reference as if set forth in full; and

2. The Property is currently vacant and is does not contain any buildings, structures, or other improvements.

3. Purchaser desires to purchase, and Seller desires to sell, the Property in accordance with the terms and conditions set forth in this Agreement.

### TERMS

To provide for the purchase and sale of the Property as herein described, and in consideration of the covenants and promises set forth herein, the receipt and sufficiency of which are mutually acknowledged, it is hereby agreed by and between Seller and Purchaser (each a “**party**” and collectively, “**parties**”) as follows:

1. **PURCHASE AND SALE.** Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, the Property upon the terms and conditions herein set forth.

2. **PURCHASE PRICE AND TERMS OF PAYMENT.** The total purchase price ("**Purchase Price**") for the Property is NINE HUNDRED FIFTEEN THOUSAND DOLLARS AND 00/100 CENTS (\$915,000). The balance of the Purchase Price, less the Earnest Money Deposit, is due and payable at Closing.

3. **EARNEST MONEY DEPOSIT.** Within five (5) business days following the Effective Date, Purchaser shall deliver to Fidelity National Title Co. ("**Escrow Company**"), for the benefit of Seller, FORTY THOUSAND DOLLARS (\$40,000) earnest money in the form of a cash deposit ("**Earnest Money Deposit**"). The Earnest Money Deposit shall be held by Escrow Company and shall become nonrefundable but applicable to the Purchase Price upon Purchaser's written notice to waive its contingencies set forth in Section 6 below.

Subject to the foregoing, the Earnest Money Deposit shall be nonrefundable after the expiration of the Review Period set forth in Section 5 including any mutually agreed extensions thereof, except in the event of Seller's default as provided in Section 12(a), and shall be applied to the Purchase Price at Closing; PROVIDED, IN THE EVENT PURCHASER FAILS, WITHOUT LEGAL EXCUSE, TO COMPLETE THE PURCHASE OF THE PROPERTY AS SPECIFIED HEREIN, THE EARNEST MONEY DEPOSIT SHALL BE FORFEITED TO SELLER AS LIQUIDATED DAMAGES, BUT NOT AS A PENALTY, AS THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO SELLER. The parties agree that the liquidated damages represent a reasonable sum considering all of the circumstances existing on the date of this Agreement and further represent a reasonable estimate of the losses that Seller will incur if Purchaser fails to purchase the Property after all conditions precedent to Purchaser's performance have been satisfied. The Earnest Money Deposit shall be refunded to Purchaser in the event that Purchaser gives Seller and Escrow Company written notice of its decision not to proceed with the purchase of the Property prior to the end of the Review Period, including any extensions thereof.

4. **CONVEYANCE; SELLER'S WARRANTIES.** Upon Closing, title to the Property shall be conveyed from Seller to Purchaser by Statutory Warranty Deed(s) ("**Deed**"), subject only to the exceptions described in Section 9. Seller warrants that: (i) Seller has marketable title to the Property subject only to the exceptions listed in the title commitment to be provided by Seller to Purchaser; and (ii) no portion of the Property is subject to any third-party claim, either asserted or unasserted, for adverse possession or prescriptive easement.

#### 5. **REVIEW PERIOD.**

**a. Duration and Purpose of Review Period.** Commencing upon the Effective Date, Purchaser shall have a period ("**Review Period**") of not more than ninety (90) days to inspect the Property and to review any relevant reports and studies and perform any tests, analysis or evaluation of the Property ("**Inspection Condition**"), during which period Purchaser shall proceed with due diligence and in good faith to satisfy the Closing contingencies set forth herein.

**b. Expiration of the Review Period.** Upon expiration of the Review Period, including any mutually agreed extensions thereof, without written notice having been delivered by Purchaser to Seller and Escrow Company stating that Purchaser's acquisition of the Property is not feasible in Purchaser's sole discretion, Purchaser shall be obligated to proceed with the Closing of the purchase of the Property except as otherwise provided herein. If during the Review Period,

including any extensions thereof, Purchaser gives written notice to Seller and Escrow Company that such acquisition is not feasible, Purchaser shall be entitled to a full refund of the Earnest Money Deposit, and all rights and obligations of the parties under this Agreement shall thereupon be terminated except as expressly provided herein.

**c. Information.** No later than seven (7) days after the Effective Date, Seller shall provide Purchaser with copies of the following documents, should they exist and be in Seller's possession or control, that relate directly to the Property:

- (i) Leases;
- (ii) Surveys;
- (iii) Construction documents, including any architectural, mechanical, electrical, plumbing and civil drawings;
- (iv) Soils or other engineering reports;
- (v) Investigations, reports and environmental studies;
- (vi) Contracts, including without limitation service agreements, insurance policies and warranties;
- (vii) Regulatory permits, licenses, and approvals;
- (viii) Financial documents relating to the ownership and operation of the Property, including without limitation property tax bills;
- (ix) Litigation, suits, claims, and causes of action, including without limitation threats regarding the same;
- (x) Encumbrances; and
- (xi) Other documents that Purchaser may reasonably request in writing.

The parties mutually acknowledge that the above-referenced documents are public records upon Purchaser's receipt thereof and may be disclosed to third parties.

**d. Inspection and Right of Entry Agreement.** The parties mutually acknowledge the separate Inspection and Right of Entry Agreement executed by the parties and dated October 3, 2023 ("**Inspection and Right of Entry Agreement**"), under which Purchaser and/or its authorized representatives and agents may access and enter upon the Property for purposes of inspection and to conduct tests, surveys, and studies deemed reasonably necessary by Purchaser. Notwithstanding any other provision of this Agreement, if: (i) the Inspection and Right of Entry Agreement is terminated prior to the expiration of the Review Period, or (ii) if Purchaser's access to the Property under the Inspection and Right of Entry Agreement is precluded or otherwise materially impeded in any manner, then Purchaser may in its sole discretion, and without prejudice to any other remedy, terminate this Agreement and receive a full refund of the Earnest Money Deposit.

## 6. CONTINGENCIES.

**a. Contingencies.** Purchaser's obligation to proceed with the Closing of the purchase of the Property is expressly contingent upon satisfaction of the contingencies identified in this Agreement, including without limitation the following:

- (i) **Feasibility:** This transaction is contingent upon Purchaser's inspection and review of the Property and Purchaser's determination that the Property is satisfactory to Purchaser and meets Purchaser's needs for its intended use, in Purchaser's sole subjective discretion, including without limitation Purchaser's review and approval of evidence satisfactory to Purchaser that the Property complies with all applicable zoning, subdivision, land use redevelopment, energy, environmental, building and other governmental requirements applicable to Purchaser's intended use, maintenance and occupancy of the Property.
- (ii) **Inspection:** This transaction is contingent upon Purchaser's inspection of the Property pursuant to the Inspection and Right of Entry Agreement, showing that the condition of the Property is satisfactory to Purchaser, in Purchaser's sole subjective discretion. Purchaser's inspection may include, but shall not be limited to, geotechnical analysis including borings for soil samples, archeological testing, Level I and/or Level II environmental assessments, critical areas, hazardous waste, and pest inspection.
- (iii) **Condition of Title:** This transaction is contingent upon the condition of title to the Property being acceptable to Purchaser, in Purchaser's sole subjective discretion, pursuant to Section 9.
- (iv) **Seller's Representations:** This transaction is contingent upon all of Seller's representations and warranties being true as of the date of Closing.

**b. Contingency Failure.** In the event of the failure of a contingency, Purchaser shall promptly give written notice to Seller and Closing Agent of such contingency failure, in which event this transaction shall terminate, this Agreement shall be null, void and unenforceable, and the Earnest Money Deposit shall be promptly refunded to Purchaser.

**c. Satisfaction or Waiver.** Purchaser may waive any of the above contingencies at any time by written notice to Seller and Closing Agent. Except for the Seller's Representations contingency set forth at subsection 6(a)(iv), a contingency shall be deemed satisfied or waived if Purchaser does not give written notice of the failure of the contingency on or before the last day of the Review Period, including any mutually agreed extensions thereof.

## 7. HAZARDOUS MATERIAL.

**a. Definition of Hazardous Material.** As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material, or waste which is or becomes regulated by any local governmental authority, the State of Washington or the United States government. The term "Hazardous Material" includes, without limitation, any material or substance which is (i) defined

as a “hazardous waste,” “hazardous substance” or similar term under the Federal Water Pollution Control Act (33 U.S.C. §1317), (ii) defined as a “hazardous waste” pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq. (42 U.S.C. §6903), (iii) defined as a “hazardous substance” pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601 et seq. (42 U.S.C. §9601), (iv) petroleum, (v) asbestos or (vi) which requires investigation or remediation under any federal, state or local statute, regulation, ordinance, order, action, policy or common law.

**b. Presence of Hazardous Material.** Except as expressly set forth herein, Seller represents and warrants to the best of Seller’s actual knowledge, that as of the Effective Date of this Agreement Seller is not aware of the presence on or beneath the Property of any detectable and/or unlawful levels or quantities of Hazardous Materials. For purposes of this section, “Seller’s actual knowledge” means the actual knowledge, as of the Effective Date of this Agreement, of Seller and any corporate officer or employee of Seller.

**c. Right to Inspect.** Prior to the expiration of the Review Period, Purchaser shall have the right, at its cost and expense, to conduct such physical inspections of the Property as necessary in order to determine the presence or absence of Hazardous Material on or under the Property in accordance with subsection 5(d).

8. **INDEMNITY.** The parties agree to defend, hold harmless, and indemnify each other, their respective officers, officials and employees, from and against any claims, demands, penalties, fees, liens, damages, losses, expenses, including reasonable attorneys’ fees and costs incurred by the indemnitee for liability resulting from any breach of the warranties and representations in this Agreement. The representations and warranties contained in this Agreement, and this indemnity, shall survive Closing.

9. **TITLE.** Seller, at Seller’s expense and upon delivery, shall provide Purchaser with an Alta 2006 Standard Owner’s Policy and report from Fidelity National Title Co. (“**Title Company**”). Seller shall provide such policy to Purchaser within seven (7) days of the Effective Date of this Agreement. Purchaser shall inform Seller of any objections it has to the listed exceptions to insurable title identified in the title report within forty-five (45) days of Purchaser’s receipt of the report, and Seller shall thereupon have the option of curing any stated objection. If Seller declines to cure any exception objected to by Purchaser, this Agreement shall terminate, and Purchaser, as its sole and exclusive remedy, shall be refunded the Earnest Money Deposit, unless Purchaser agrees in its sole discretion within 15 days to withdraw its objection to the exception. All exceptions not objected to, or for which Purchaser waives its objection, shall be referred to as “**Permitted Exceptions.**” Seller’s conveyance of title by the Deed pursuant to subsection 10(e) shall be subject to the Permitted Exceptions. The cost of obtaining any extended coverage title insurance desired by Purchaser, including without limitation the cost of any survey update or new survey required to obtain such extended title insurance coverage, shall be paid by Purchaser; provided, that Seller shall provide the title company’s standard affidavit/indemnity in connection with any such extended coverage title insurance.

## 10. ESCROW AND CLOSING.

**a. Closing Agent; Date of Closing.** The sale shall be closed at the \_\_\_\_\_, Washington offices of Fidelity National Title Co. (“**Closing Agent**”), on a date mutually agreeable to the parties but not later than thirty (30) days from expiration of the Review Period, including any mutually agreed extensions thereof. Purchaser and Seller shall deposit with the Closing Agent, all instruments, documents and monies necessary to complete the sale in accordance with this Agreement. Seller agrees to maintain the Property in its present condition, normal wear and tear excepted, until Purchaser is entitled to possession. In the event that this sale cannot be closed by the date provided herein due to the unavailability of either party, the Closing Agent, or financing institution to sign any necessary document, or to deposit any necessary money, because of any interruption of available transport; strikes, fire, flood or extreme weather; governmental regulations; pandemic; incapacitating illness; acts of God; or other similar occurrences; the Closing date may be extended beyond cessation of such condition with written agreement of the parties.

**b. Expenses of Escrow.** Title insurance premiums and all other costs or expenses of escrow shall be paid as follows:

- (i) the cost of securing the above-referenced title insurance policy for Purchaser shall be paid by Seller;
- (ii) the additional cost of securing any extended coverage title policy, including the cost of any survey associated therewith, shall be paid by Purchaser;
- (ii) the cost of discharging any liens or encumbrances to clear title, shall be paid for by Seller;
- (iii) the costs of recording the Deed shall, including stamps, shall be paid by Purchaser;
- (iv) all applicable real estate excise taxes and other transfer taxes and charges shall be paid by Seller; and
- (iv) all other expenses of escrow shall be shared equally by the parties.

**c. Pro-Rations.** All real property taxes and utility charges against the Property shall be pro-rated as of the date of Closing. Said prorations, if any, shall be effected on the basis of the latest available utility and/or tax bills and other applicable statements and based upon a 365-day calendar year. If current year utility and/or tax statements are not available at the close of escrow, the prorations will be made as above provided and shall be adjusted between Purchaser and Seller outside of escrow as soon as the utility and/or tax bills or other information is available.

**d. Closing Defined.** “**Closing**” for the purpose of this Agreement is defined as the date that all documents are executed and the sale proceeds and other payments required hereunder are available for disbursement to Seller. When notified, Purchaser and Seller will deposit, without delay, in escrow with Closing Agent, all instruments and monies required to complete the

transaction in accordance with this Agreement and/or otherwise required by the Closing Agent or by law.

**e. Statutory Warranty Deed.** At closing, Seller will convey marketable title to the Property to Purchaser by statutory warranty deed(s) (“**Deed**”), subject only to the Permitted Exceptions, with all other exceptions to be removed or satisfied at or prior to Closing.

**f. Purchaser Deliveries.** At or before Closing, Purchaser shall deposit into Escrow the following items:

- (i) funds transmitted by wire transfer in the amount of the Purchase Price (less the amount of the Earnest Money Deposit), together with Purchaser’s share of closing costs and prorations, as provided in this Agreement;
- (ii) a real estate excise tax affidavit executed by Purchaser; and
- (iii) such additional deliveries as may be reasonably requested by Seller.

**g. Seller’s Deliveries.** At or before Closing, Seller shall cause to be delivered into Escrow the following documents:(i) The Deed to the Property, subject only to the Permitted Exceptions, properly executed and acknowledged on behalf of Seller;

- (ii) a certificate executed by Seller to the effect that Seller is not a “foreign person” as defined in Section 1445 of the Internal Revenue Code of 1986, as amended;
- (v) a real estate excise tax affidavit executed by Seller; and
- (vi) such additional deliveries as may be reasonably requested by Purchaser.

**h. Proof of Authority.** Purchaser and Seller each shall deliver such proof of authority and authorization to enter into this Agreement and consummate the transaction contemplated by this Agreement and such proof of power and authority of the individual(s) executing and delivering any instruments, documents or certificates to act for and bind such party, as reasonably may be required by Closing Agent.

**i. Other Documents.** Purchaser and Seller shall deliver such other documents or instruments as are reasonably required to consummate their transaction in accordance with this Agreement, including without limitation closing statements.

**j. Possession.** Seller shall deliver possession of the Property to Purchaser at Closing.



**k. Disbursement and Other Actions.** At the Closing, Closing Agent promptly shall undertake all of the following in the manner indicated.

(1) Funds. Closing Agent shall disburse all funds deposited by Purchaser as follows:

- (i) Disburse the Purchase Price to Seller, net the total amount chargeable to Seller, if any, as the result of prorations and credits pursuant to subsection 10(c).
- (iii) Disburse the remaining balance of the funds, if any, to Purchaser promptly following the Closing.

(2) Recording. The Escrow Company shall cause the Deed and any other documents that the parties may mutually direct to be recorded in the Official Records of King County, Washington and obtain conformed copies thereof for distribution to Purchaser and Seller.

(3) Title Policy. Escrow Company shall issue an extended title policy to Purchaser if so requested by Purchaser.

(4) Disbursement of Documents to the Parties. Escrow Company shall disburse to each party any counterpart documents per the instructions of the parties.

11. POSSESSION. Purchaser shall be entitled to possession of the Property at Closing.

12. DEFAULT.

**a. By Seller.** In the event of any default by Seller, Purchaser shall be entitled to immediately cancel this Agreement (in which case the Earnest Money Deposit not yet forfeited under the terms of this Agreement prior to Seller's default shall be refunded to Purchaser); provided, however, Purchaser may, at its option, waive any default by Seller and proceed with the purchase of the Property. Without limitation of the foregoing, Purchaser shall in its sole discretion be entitled to specifically enforce this Agreement.

**b. By Purchaser.** In the event of any default by Purchaser, prior to the close of the escrow, Seller may waive the default, or at Seller's option, terminate the escrow and Purchaser's right to purchase the Property and retain the forfeited Earnest Money Deposit.

13. ATTORNEYS' FEES. Each party shall be exclusively responsible for paying its own attorneys' fees incurred in the negotiation, drafting and execution of this Agreement. In the event any action or proceeding to compel compliance with, or for a breach of, the terms and provisions of this Agreement, the substantially prevailing party shall be entitled to recover from the losing party all costs and expenses of such action or proceeding, including, but not limited to the reasonable attorneys' fees of the substantially prevailing party.

14. **ASSIGNMENT.** This Agreement may not be assigned without the prior written consent of both parties.

15. **CASUALTY LAW.** Seller agrees to maintain the Property in good condition and to maintain liability insurance on the Property prior to Closing. The parties agree that Purchaser shall not be responsible to acquire any insurance for the Property before Closing.

16. **WRITTEN NOTICE.** Except as otherwise provided herein, any and all notices provided under this Agreement must be in writing and shall be deemed given when delivered in person, or when deposited with Federal Express or other similar overnight service, return receipt requested, or when deposited in the United States mails, postage prepaid for certified mail, return receipt requested, or upon actual receipt of a facsimile or other similar transmission (provided that a copy of the facsimile is delivered or deposited within twenty-four hours in the manner specified above), properly addressed to Sellers and to Purchaser as follows:

**TO PURCHASER:**

Jessica Griess, City Administrator  
City of Algona  
200 Washington Blvd.  
Algona, WA 98001

With a copy to:

Ogden Murphy Wallace PLLC  
Attn: J. Zachary Lell, Esq. and Paul Barba, Esq.  
901 Fifth Avenue, Suite 3500  
Seattle, WA 98164-2008

**TO SELLER:**

Michael Haden, Special Assets Manager  
Sunwest Bank  
2050 Main Street, Suite 300  
Irvine, CA. 92614

With a copy to:

Bruce Goldstein, Senior Vice President  
NAI Puget Sound Properties  
10900 NE 8<sup>th</sup> Street, Suite 1500  
Bellevue, WA 98004

Either party may designate a different address for receiving notices hereunder by giving at least ten (10) days written notice thereof to the other party.

17. **TIME IS OF ESSENCE AND COMPUTATION OF TIME.** Time is of the essence of this Agreement. Unless otherwise stated in this Agreement, any period of time in this Agreement

shall begin the day after the event starting the period and shall expire at 5:00 p.m. Pacific time of the last calendar day of the specified period of time, unless the last day is Saturday, Sunday or legal holiday as defined in RCW 1.16.050, in which case the specified period of five days or less shall not include Saturday, Sunday or legal holidays.

18. **COMPLETE AGREEMENT.** Excepting the Inspection and Right of Entry Agreement, this Agreement supersedes any and all agreements, written or oral between the parties hereto regarding the Property, which are prior in time to this Agreement. Neither Purchaser nor Seller shall be bound by any understanding, agreement, promise, representation or stipulation, express or implied, not specified herein.

19. **COMMISSION.** Seller is represented with respect to this transaction by NAI Puget Sound Properties (“**Seller’s Broker**”) and shall be solely responsible for paying commission owed to Seller’s Broker, in the amount of five percent (5%) of the Purchase Price, in accordance with Seller’s separate agreement with Seller’s Broker. Such commission shall be paid out of escrow at Closing. The parties represent and warrant that no other brokers are owed a commission with respect to the transaction set forth herein. For the avoidance of doubt, and without limitation of the foregoing, it is expressly understood and acknowledged that Purchaser shall not be obligated to pay any commission whatsoever.

20. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by and construed according to the laws of the State of Washington. Venue for any suit arising out of or related to this Agreement shall be the Superior Court of King County, Washington.

21. **NON-MERGER.** The terms and provisions of this Agreement shall not merge in the Deed or other conveyance instrument transferring the Property to Purchaser at Closing but shall survive the Closing of this transaction.

22. **COUNTERPARTS AND FACSIMILE TRANSMISSION.** This Agreement may be executed in counterparts, all of which together shall be deemed to be one original, even if the parties have not executed the same original. Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission, shall be the same as delivery of an original. At the request of either party, or the Closing Agent, the parties will confirm facsimile transmitted signatures by signing or original document.

23. **EFFECTIVE DATE.** This Agreement shall become effective as of the date first listed above when signed by all parties.

24. **REGULATORY AUTHORITY PRESERVED.** Seller expressly acknowledges that Purchaser is a municipal corporation organized under the laws of the state of Washington and has executed this Agreement in its proprietary capacity as purchaser of the Property. Nothing in this Agreement shall be construed as waiving, abridging or otherwise limiting the City of Algona’s regulatory authority, police power and/or legislative discretion, which are hereby expressly reserved in full. Without prejudice to the foregoing, nothing in this Agreement shall be construed as entitling any party to any permit, license or other regulatory approval, or as waiving or excusing compliance with any applicable regulatory process.

25. CONDEMNATION. If any part of the Property is condemned prior to the Closing, Seller shall promptly give Purchaser written notice of such condemnation and Purchaser shall have the option of either applying the proceeds of any condemnation award on a pro rata basis to reduce the Purchase Price or to declare this Agreement terminated by delivering written notice to Seller, in which event, the Earnest Money Deposit together with accrued interest thereon, shall be refunded to Purchaser.

26. DISCLOSURE UNDER CHAPTER 64.06 RCW. Pursuant to RCW 64.06.020, Seller shall provide Purchaser with a Real Property Transfer Disclosure Statement concerning the subject property within three (3) days after mutual acceptance of this Agreement. Purchaser shall have five (5) business days after receipt of said disclosure statement to accept or reject the Property based upon the disclosures made by Seller. If Purchaser rejects the property, Purchaser shall give written notice to Seller of the termination of this transaction, in which event this Agreement shall be null, void and unenforceable, and the Earnest Money Deposit shall promptly be refunded to Purchaser.

27. OFAC. Purchaser represents and warrants to Seller that Purchaser is not and shall not become a person or entity with whom Seller is restricted from doing business under any current or future regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including, but not limited to, those named on OFAC's Specially Designated and Blocked Persons list) or under any current or future statute, executive order (including, but not limited to, the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and shall not engage in any dealings or transaction or be otherwise associated with such persons or entities.

EXECUTED as of the date hereinabove written.

**PURCHASER:**

CITY OF ALGONA, a Washington municipal corporation

By: \_\_\_\_\_  
Mayor Troy Linnell

STATE OF WASHINGTON                    )  
  ) ss.  
COUNTY OF KING                        )

I certify that I know or have satisfactory evidence that MAYOR TROY LINNELL is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name legibly printed or stamped)  
My appointment expires \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Dana Parker, Acting City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
J. Zachary Lell, City Attorney

**SELLER:**

Pacific Properties, LLC  
Sunwest Bank

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

STATE OF WASHINGTON            )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that \_\_\_\_\_, as authorized representative of Sunwest Bank, is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name legibly printed or stamped)  
My appointment expires \_\_\_\_\_

**Exhibit A**

**Legal Description of Property**



**NAI Puget Sound Properties**  
10900 NE 8th St., Suite 1500  
Bellevue, WA 98004  
Phone: 425-586-5600  
Fax: 425-455-9138

© Commercial Brokers  
Association  
ALL RIGHTS RESERVED



Form: PS\_1A  
Purchase & Sale Agreement  
Rev. 8/2021  
Page 18 of 19

**COMMERCIAL & INVESTMENT REAL ESTATE  
PURCHASE & SALE AGREEMENT  
(CONTINUED)**

**EXHIBIT A \***  
[Legal Description]

For APN/Parcel ID(s): **335640-0080-09, 335640-0155-09, 335640-0305-08, 335640-0330-07 and 335640-0381-05**

**PARCEL A:**

LOTS 1 THROUGH 15 AND LOTS 20 THROUGH 30, ALL IN BLOCK 71 OF C.D. HILLMAN'S PACIFIC CITY ADDITION, DIVISION NO. 6, ACCORDING TO THE PLAT RECORDED IN VOLUME 14 OF PLATS, PAGE 30, IN KING COUNTY, WASHINGTON;

EXCEPT ALL THAT PORTION OF LOTS 1 THROUGH 15 AND LOTS 20 THROUGH 30, LYING NORTHERLY OF A LINE DRAWN PARALLEL WITH AND A DISTANCE OF 50 FEET SOUTHERLY, WHEN MEASURED AT RIGHT ANGLES TO THE CENTERLINE OF 17TH STREET SOUTHWEST OF SR-167, PIERCE COUNTY LINE TO AUBURN 17TH STREET SOUTHWEST, ALL IN SAID BLOCK 71.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

**PARCEL B:**

BLOCK 72 OF C.D. HILLMAN'S PACIFIC CITY ADDITION TO SEATTLE, DIVISION NO. 6, ACCORDING TO THE PLAT RECORDED IN VOLUME 14 OF PLATS, PAGE 30, IN KING COUNTY, WASHINGTON;

EXCEPT ALL THAT PORTION OF SAID BLOCK 72 LYING WESTERLY AND NORTHERLY OF THE FOLLOWING LINE:  
BEGINNING AT A POINT OPPOSITE HIGHWAY ENGINEER'S STATION (HEREINAFTER REFERRED TO AS H.E.S.) 10+57 AND A DISTANCE OF 20 FEET NORTHERLY, WHEN MEASURED AT RIGHT ANGLES TO THE 11TH AVENUE NORTH CENTERLINE OF SR-167, PIERCE COUNTY LINE TO AUBURN 17TH STREET SOUTHWEST;  
THENCE NORTHWESTERLY IN A STRAIGHT LINE TO A POINT OPPOSITE H.E.S. 103+79 AND A DISTANCE OF 35 FEET EASTERLY, WHEN MEASURED AT RIGHT ANGLES TO THE FRONTAGE ROAD #1 CENTERLINE OF SAID HIGHWAY;  
THENCE NORTHERLY PARALLEL WITH SAID CENTERLINE TO A POINT OPPOSITE H.E.S. 106+80;  
THENCE NORTHEASTERLY IN A STRAIGHT LINE TO A POINT OPPOSITE H.E.S. 27+75 AND A DISTANCE OF 50 FEET SOUTHERLY, WHEN MEASURED AT RIGHT ANGLES TO THE 17TH STREET SOUTHWEST CENTERLINE OF SAID HIGHWAY;  
THENCE EASTERLY PARALLEL WITH SAID CENTERLINE TO H.E.S. 34+00;  
THENCE NORTHERLY A DISTANCE OF 50 FEET TO H.E.S. 34+00 AND END OF THIS LINE DESCRIPTION.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

**PARCEL C:**

INITIALS:    Buyer \_\_\_\_\_ Date \_\_\_\_\_    Seller \_\_\_\_\_ Date \_\_\_\_\_  
                 Buyer \_\_\_\_\_ Date \_\_\_\_\_    Seller \_\_\_\_\_ Date \_\_\_\_\_



**NAI Puget Sound Properties**  
10900 NE 8th St., Suite 1500  
Bellevue, WA 98004  
Phone: 425-586-5600  
Fax: 425-455-9138

© Commercial Brokers  
Association  
ALL RIGHTS RESERVED



Form: PS\_1A  
Purchase & Sale Agreement  
Rev. 8/2021  
Page 19 of 19

**COMMERCIAL & INVESTMENT REAL ESTATE  
PURCHASE & SALE AGREEMENT  
(CONTINUED)**

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 20, 21, 22, 23, 24 AND 25 IN BLOCK 73 OF C.D. HILLMAN'S PACIFIC CITY ADDITION TO THE CITY OF SEATTLE, DIVISION NO. 6, ACCORDING TO THE PLAT RECORDED IN VOLUME 14 OF PLATS, PAGE 30, IN KING COUNTY, WASHINGTON;

EXCEPT THAT PORTION CONVEYED TO THE STATE OF WASHINGTON BY DEED RECORDED JANUARY 6, 1971 UNDER [RECORDING NO. 7101060119](#).

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

PARCEL D:

LOTS 26, 27, 28, 29 AND 30 IN BLOCK 73 OF C.D. HILLMAN'S PACIFIC CITY ADDITION TO THE CITY OF SEATTLE, DIVISION NO. 6, ACCORDING TO THE PLAT RECORDED IN VOLUME 14 OF PLATS, PAGE 30, IN KING COUNTY, WASHINGTON;

EXCEPT THAT PORTION CONVEYED TO THE STATE OF WASHINGTON BY DEED RECORDED UNDER [RECORDING NO. 6683821](#).

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

\_\_\_\_\_  
  
\* To ensure accuracy in the legal description, consider substituting the legal description contained in the preliminary commitment for title insurance or a copy of the Property's last vesting deed for this page. Do not neglect to label the substitution "Exhibit A." You should avoid transcribing the legal description because any error in transcription may render the legal description inaccurate and this Agreement unenforceable.

INITIALS:    Buyer \_\_\_\_\_ Date \_\_\_\_\_    Seller \_\_\_\_\_ Date \_\_\_\_\_  
                 Buyer \_\_\_\_\_ Date \_\_\_\_\_    Seller \_\_\_\_\_ Date \_\_\_\_\_





## CITY COUNCIL

## AGENDA BILL # AB23-0094

City of Algona  
200 Washington Blvd.  
Algona, WA 98001

ITEM INFORMATION			
<b>SUBJECT:</b>  <b>Resolution 1261-23, Natural Systems Design – Final Design Scope of Work for the Wetland Preserve</b>	<b>Agenda Date: October 23<sup>rd</sup>, 2023</b>		
	Department/Committee/Individual	Created	Reviewed
	Mayor		X
	City Administrator		X
	City Attorney		X
	City Clerk		X
	Finance Dept		
	PW/Utilities		X
	Planning Dept		
	Community Services		
Cost Impact:	Police Dept		
Fund Source:	Finance Committee		
Timeline: 1 <sup>st</sup> review – 9/25/23	Planning Commission		
2 <sup>nd</sup> review – 10/16/23	Civil Service Committee		
3 <sup>rd</sup> review – 10/23/23			
<b>Staff Contact: Jessica Griess, City Administrator</b>			
<b>Attachments: Resolution 1261-23; Contract and Scope of Work</b>			
<b>SUMMARY STATEMENT:</b> <p>We are now ready for the final design phase for the Wetland Preserve. Natural Systems Designs prepared a Scope of Work for Council's review. Also included is the contract. The major tasks included:</p> <ul style="list-style-type: none"> <li>• 90% Design</li> <li>• Final Design</li> <li>• Bid Support</li> <li>• Project Management and Coordination</li> <li>• Regulatory Process Support</li> </ul> <p>The total budget is \$83,400 which is covered by the funds allocated in the state capital budget.</p>			
<b>COMMITTEE REVIEW AND RECOMMENDATION:</b>			
<b>RECOMMENDED ACTION:</b> <b>Make a motion to approve Resolution 1261-23.</b>			
RECORD OF COUNCIL ACTION			
Meeting Date:	Action:	Vote:	

**CITY OF ALGONA  
RESOLUTION NO. 1261-23**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALGONA, WASHINGTON, APPROVING AND AUTHORIZING THE EXECUTION OF A CONSULTANT AGREEMENT WITH NATURAL SYSTEMS DESIGN FOR TECHNICAL SERVICES ON THE FINAL DESIGN FOR THE ALGONA WETLAND PRESERVE.

WHEREAS, the City requires the services of a qualified consultant firm to perform and assist with the City's Wetland Preserve Final Design project; and

WHEREAS, the City has selected Natural Systems Design to perform such services, and desires to contract with said firm;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ALGONA, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. Approval of Agreement; Execution Authority. The City Council hereby approves the Consultant Agreement between Natural Systems Design and the City of Algona substantially in the form provided in Exhibit A, attached hereto and incorporated herein by this reference as if set forth in full. The Mayor is hereby authorized to execute said agreement on behalf of the City, inclusive of any minor revisions deemed reasonably necessary or desirable by the Mayor.

Section 2. Effective Date. This resolution shall take effect immediately upon passage.

PASSED by the City Council of the City of Algona, at its regular meeting thereof this \_\_\_\_ day of \_\_\_\_, 2023.

CITY OF ALGONA, WASHINGTON

\_\_\_\_\_  
Troy Linnell, Mayor

(SEAL)

ATTEST:

\_\_\_\_\_  
Jessica Griess, City Clerk

## EXHIBIT A

<b>CONSULTANT AGREEMENT</b>	
<b>PROJECT TITLE AND IDENTIFICATION NUMBER</b> Algona Wetland Preserve Final Design	<b>WORK DESCRIPTION</b> Final design development for site restoration, construction elements, and related project coordination.
<b>CONSULTANT</b> Natural Systems Design, Inc.	<b>CONSULTANT CONTACT NAME, ADDRESS AND TELEPHONE NO.</b> Torrey Luiting PO Box 15609 Seattle, WA 98115 (206) 462-1246
<b>FEDERAL I.D. NO.</b>	<b>BUDGET OR FUNDING SOURCE</b> WA State Dept. of Commerce Local & Community Projects Grant
<b>PROJECT ADMINISTRATOR NAME, ADDRESS AND TELEPHONE NO.</b> Jessica Griess, City Clerk 200 Washington Blvd Algona, WA 98001 (253) 833-2897	<b>MAXIMUM AMOUNT PAYABLE, IF ANY</b>  \$83,400
<b>COMPLETION DATE</b>  June 30 <sup>th</sup> , 2024	<input type="checkbox"/> Lump Sum <input type="checkbox"/> Cost Plus a Fixed Fee <input type="checkbox"/> Schedule Rate/Time and Materials <input checked="" type="checkbox"/> Time and Materials/Not to Exceed

THIS AGREEMENT is entered into on \_\_\_\_\_, 2023, between the City of Algona, Washington, hereinafter called "the CITY", and the above person, firm or organization, hereinafter called "the CONSULTANT".

WHEREAS, the CITY desires to accomplish the above-referenced project; and

WHEREAS, the CITY does not have sufficient staff or expertise to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the project; and

WHEREAS, the CONSULTANT has represented to the CITY that the CONSULTANT is in compliance with the professional registration statutes of the State of Washington, if applicable, and has signified a willingness to furnish consulting services to the CITY, now, therefore,

IN CONSIDERATION OF the terms and conditions set forth below, or attached and incorporated and made a part hereof, the parties agree as follows:

1. Retention of Consultant - Scope of Work. The CITY hereby retains the CONSULTANT to provide professional services as defined in this agreement and as necessary to accomplish the scope of work attached hereto as Attachment A and incorporated herein by this reference as if set forth in full. The CONSULTANT shall furnish all services, labor and related equipment necessary to conduct and complete the work, except as specifically noted otherwise in this agreement.

2. Completion of Work. The CONSULTANT shall not begin any work under the terms of this agreement until authorized in writing by the CITY. The CONSULTANT shall complete all work required by this agreement according to the schedule attached as Attachment B and incorporated herein by this reference as if set forth in full. A failure to complete the work according to the attached schedule, except where such failure is due to circumstances beyond the control of the CONSULTANT, shall be deemed a breach of this agreement. The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the CITY, in the event of a delay attributable to the CITY, or because of unavoidable delays caused by circumstances beyond the control of the CONSULTANT. All such extensions shall be in writing and shall be executed by both parties.

3. Payment. The CONSULTANT shall be paid by the CITY for satisfactorily completed work and services satisfactorily rendered under this agreement as provided in Attachment A, attached hereto and incorporated herein by this reference as if set forth in full. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in the Scope of Work attached. The CONSULTANT shall be entitled to invoice the CITY no more frequently than once per month during the course of the completion of work and services by the CONSULTANT. Invoices shall detail the work performed or services rendered, the time involved (if compensation is based on an hourly rate) and the amount to be paid. The CITY shall pay all such invoices within 45 days of submittal, unless the CITY gives notice that the invoice is in dispute. In no event shall the total of all invoices paid exceed the maximum amount payable set forth above, if any, and the CONSULTANT agrees to perform all services contemplated by this agreement for no more than said maximum amount.

4. Changes in Work. The CONSULTANT shall make such changes and revisions in the complete work provided by this agreement as may be necessary to correct errors made by the CONSULTANT and appearing therein when required to do so by the CITY. The CONSULTANT shall make such corrective changes and revisions without additional compensation from the CITY. Should the CITY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the CITY. This work shall be considered as Extra Work and will be paid for as provided in Section 5.

5. Extra Work.

A. The CITY may, at any time, by written order, make changes within the general scope of the agreement in the services to be performed. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work or services under this agreement, whether or not changed by the order, or otherwise affects any other terms or conditions of the agreement, the CITY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule or both; and (3) other affected terms, and shall modify the agreement accordingly.

B. The CONSULTANT must submit any "proposal for adjustment" under this clause within 30 days from the date of receipt of the written order to make changes. However, if the CITY decides that the facts justify it, the CITY may receive and act upon a proposal submitted before final payment of the agreement.

C. Failure to agree to any adjustment shall be a dispute under the Disputes clause of this agreement, as provided in Section 13. Notwithstanding any such dispute, the CONSULTANT shall proceed with the agreement as changed.

D. Notwithstanding any other provision in this section, the maximum amount payable for this agreement shall not be increased or considered to be increased except by specific written amendment of this agreement.

6. Ownership of Work Product. Any and all documents, drawings, reports, and other work product produced by the CONSULTANT under this agreement shall become the property of the CITY upon payment of the CONSULTANT'S fees and charges therefore. The CITY shall have the complete right to use and re-use such work product in any manner deemed appropriate by the CITY, provided, that use on any project other than that for which the work product is prepared shall be at the CITY'S risk unless such use is agreed to by the CONSULTANT.

7. Independent Contractor. The CONSULTANT is an independent contractor for the performance of services under this agreement. The CITY shall not be liable for, nor obligated to pay to the CONSULTANT, or any employee of the CONSULTANT, sick leave, vacation pay, overtime or any other benefit applicable to employees of the CITY, nor to pay or deduct any social security, income tax, or other tax from the payments made to the CONSULTANT which may arise as an incident of the CONSULTANT performing services for the CITY. The CITY shall not be obligated to pay industrial insurance for the services rendered by the CONSULTANT.

8. Indemnification / Hold Harmless. The CONSULTANT shall defend, indemnify and hold the City, its officers, officials, employees and volunteers (collectively, "the CITY") harmless from any and all claims, injuries, damages, losses or suits, including attorneys' fees, arising out of, in connection with, or otherwise resulting in any manner from the performance of this agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the CONSULTANT and the

City, the CONSULTANT'S liability hereunder shall only be to the extent of the CONSULTANT'S negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the CONSULTANT'S waiver of immunity under the Industrial Insurance provisions of Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

The provisions of this section shall survive the expiration or termination of this agreement.

9. Insurance. The CONSULTANT shall obtain and provide verification of insurance coverage of the type and amount specified in this section.

A. Minimum Scope of Insurance.

The CONSULTANT shall obtain insurance of the types described below:

(1). Worker's compensation and employer's liability insurance as required by the State of Washington;

(2). Commercial General Liability insurance written on Insurance Services Office (ISO) occurrence form CG 00 01 and covering liability arising from premises, operations, independent contractors and personal injury and advertising injury. The CITY shall be named as an insured under the CONSULTANT'S Commercial General Liability insurance policy with respect to any work performed for the CITY.

(3). Professional liability insurance, appropriate to CONSULTANT's field of expertise.

(4). Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on ISO form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

B. Minimum Amounts of Insurance.

The CONSULTANT shall maintain the following insurance limits:

(1) Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

(2) Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence and \$2,000,000 general aggregate.

(3) Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

The amounts listed above are the minimum deemed necessary by the CITY to protect the CITY'S interests in this matter. The CITY has made no recommendation to the CONSULTANT as to the insurance necessary to protect the CONSULTANT'S interests and any decision by the CONSULTANT to carry or not carry insurance amounts in excess of the above is solely that of the CONSULTANT.

C. Other Insurance Provisions.

(1) All insurance coverage required by this agreement shall be obtained from an insurance company authorized to do business in the State of Washington and holding a current A.M Best rating of not less than A:VII. Excepting professional liability insurance, the CITY will be named on all insurance as an additional insured. The certificates of insurance shall cover the work specified in, related to or performed in any manner under this agreement.

(2) The Automobile Liability, Commercial General Liability and Professional Liability insurance policies required under this agreement shall contain or be endorsed to contain the following provisions:

a. The CONSULTANT'S insurance coverage shall be primary insurance with respect to the City. Any insurance, self-insurance or insurance pool coverage maintained by the City shall be excess of the CONSULTANT'S INSURANCE and shall not contribute with it.

b. The CONSULTANT'S insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

D. Verification of Coverage.

The CONSULTANT shall furnish the CITY with original certificates and a copy of the amendatory endorsements, including but not limited to the additional insured endorsement, evidencing the insurance requirements of the CONSULTANT before commencement of the work specified under this agreement.

10. Records Retention and Disclosure. The CONSULTANT shall keep all records related to this agreement for a period of three years following completion of the work for which the CONSULTANT is retained. The CONSULTANT shall permit any authorized representative of the CITY, and any person authorized by the CITY for audit purposes, to inspect such records at all reasonable times during regular business hours of the CONSULTANT. Upon request, the CONSULTANT will provide the CITY with reproducible copies of any such records. The copies will be provided without cost if required to substantiate any billing of the CONSULTANT, but the CONSULTANT may charge the CITY for copies requested for any other purpose. The CONSULTANT shall also provide a complete electronic copy of all reports, plans, and specifications upon completion of the work or upon request of the CITY.



Separate from and additional to the foregoing, the CONSULTANT shall fully cooperate with and assist the CITY with respect to any request for public records received by the CITY and related to any public records generated, produced, created and/or possessed by the CONSULTANT and related to the services performed under this agreement. Upon written demand by the CITY, the CONSULTANT shall furnish the CITY with full and complete copies of any such records within five business days.

The CONSULTANT's failure to timely provide such records upon demand shall be deemed a material breach of this agreement. To the extent that the CITY incurs any monetary penalties, attorneys' fees, and/or any other expenses as a result of such breach, the CONSULTANT shall fully indemnify and hold harmless the CITY as set forth in Section 8.

For purposes of this section, the term "public records" shall have the same meaning as defined by Chapter 42.17 RCW and Chapter 42.56 RCW, as said chapters have been construed by Washington courts.

The provisions of this section shall survive the expiration or termination of this agreement.

11. Notices. All notices required to be given by either party to the other under this Agreement shall be in writing and shall be given in person or by mail to the addresses set forth in the box for the same appearing at the outset of this Agreement. Notice by mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, addressed as provided in this paragraph.

12. Project Administrator. The Project Administrator shall be responsible for coordinating the work of the CONSULTANT, for providing any necessary information for and direction of the CONSULTANT's work in order to ensure that it generally meets the requirements of this agreement, and for reviewing, monitoring and approving the general quality and quantity of such work. The CONSULTANT shall report to and take any necessary direction from the Project Administrator. Provided, that nothing in this section shall be construed as altering the CONSULTANT'S duty of care or otherwise limiting, abridging, waiving or reducing the CONSULTANT'S obligations under this agreement.

13. Disputes/Conflict amongst attachments. Any dispute concerning questions of fact in connection with the work not disposed of by agreement between the CONSULTANT and the CITY shall be referred for determination to the CITY Department Head who administers the department in which the Project Administrator works. The Department Head's decision in the matter shall be final and binding upon the parties to this agreement, provided, however, that if litigation is brought challenging the decision, that decision shall be subject to judicial review. In case of conflict between the Attachments to this Agreement and the portions of this Agreement preceding the signature lines (paragraphs 1-23), the terms of paragraphs 1-23 shall prevail. Any limitations on liability and indemnification expressed in the Attachments beyond those specified in paragraph 8 (prior to signature line) shall be null and void.

14. Termination. The CITY reserves the right to terminate this agreement at any time upon ten (10) days written notice to the CONSULTANT. Any such notice shall be given to the

address specified above. In the event that this agreement is terminated by the City other than for fault on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for all services performed. No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. In the event that services of the CONSULTANT are terminated by the CITY for fault on the part of the CONSULTANT, the amount to be paid shall be determined by the CITY with consideration given to the actual cost incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which would satisfactorily complete it to date of termination, whether that work is in a form or type which is usable to the CITY at the time of termination, the cost of the CITY of employing another firm to complete the work required, and the time which may be required to do so.

15. Non-Discrimination. The CONSULTANT agrees not to discriminate against any customer, employee or applicant for employment, subcontractor, supplier or material man, because of race, color, creed, religion, national origin, marital status, sex, age or handicap, except for a bona fide occupational qualification. The CONSULTANT understands that if it violates this provision, this agreement may be terminated by the CITY and that the CONSULTANT may be barred from performing any services for the CITY now or in the future.

16. Subcontracting or Assignment. The CONSULTANT may not assign or subcontract any portion of the services to be provided under this agreement without the express written consent of the CITY.

17. Non-Waiver. Payment for any part of the work or services by the CITY shall not constitute a waiver by the CITY of any remedies of any type it may have against the CONSULTANT for any breach of the agreement by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it under the agreement by the CITY. Waiver of any right or entitlement under this agreement by the CITY shall not constitute waiver of any other right or entitlement.

18. Litigation. In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this agreement, the parties agree that such actions shall be initiated in the Superior Court of the State of Washington, in and for King County. The parties agree that all questions shall be resolved by application of Washington law and that parties to such actions shall have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, in and for King County. The prevailing party in any such litigation shall be entitled to recover its costs, including reasonable attorneys' fees, in addition to any other award.

19. Taxes. The CONSULTANT will be solely responsible for the payment of any and all applicable taxes related to the services provided under this agreement and if such taxes are required to be passed through to the CITY by law, the same shall be duly itemized on any billings submitted to the CITY by the CONSULTANT.

20. City Business License. The CONSULTANT has obtained, or agrees to obtain, a business license from the CITY prior to commencing to perform any services under this agreement if required by CITY ordinances. The CONSULTANT will maintain the business license in good standing throughout the term of this Agreement.

21. Entire Agreement. This agreement represents the entire integrated agreement between the CITY and the CONSULTANT, superseding all prior negotiations, representations or agreements, written or oral. This agreement may be modified, amended, or added to, only by written instrument properly signed by both parties hereto.

22. Legal Compliance. In the performance of work under this agreement, the CONSULTANT shall comply with all federal, state and municipal laws, ordinances, rules and regulations that are applicable to the CONSULTANT's business, equipment, and personnel engaged in operations covered by this agreement or accruing out of the performance of such operations.

23. Risk of Loss. The CONSULTANT shall be solely responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at the CONSULTANT's own risk, and the CONSULTANT shall be solely responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

CONSULTANT:

CITY OF ALGONA:

NATURAL SYSTEMS DESIGN

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

\_\_\_\_\_

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
City Clerk

**ATTACHMENT A**  
**SCOPE OF WORK AND FEE SCHEDULE**

## SCOPE OF WORK

### Algona Wetland Preserve Final Design

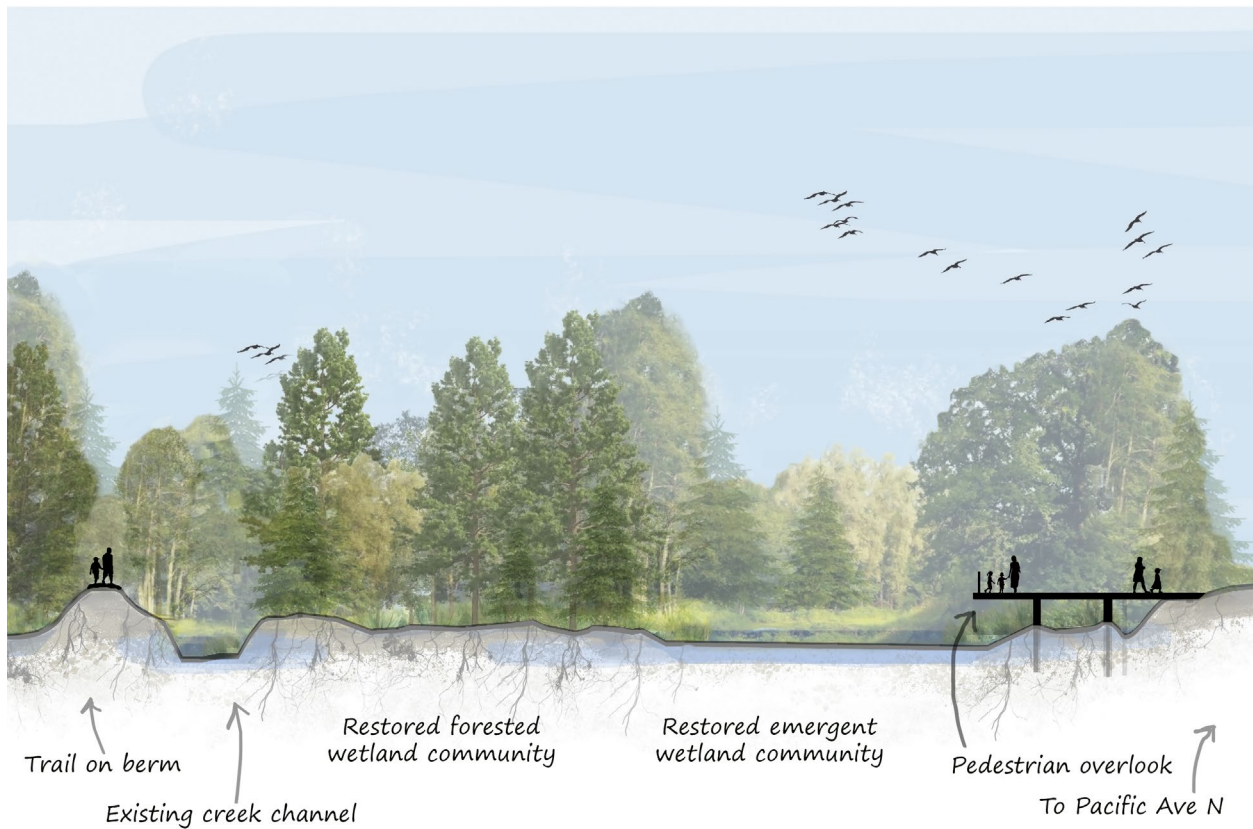
**Prepared by:**

Natural Systems Design, Inc.

**Prepared for:**

City of Algona

**September 14, 2023**



City of Algona (City) has requested additional technical services from Natural Systems Design, Inc. (NSD) to develop final design for restoration of the Algona Wetland Preserve (Preserve) and installation of an elevated boardwalk trail and overlooks and related project elements. This work is built on previous assessments and 60% design and permit application preparation work NSD has completed for the City related to the Preserve.

This scope of work describes the technical services to be completed by NSD and has been divided into the following list of tasks and linked to specific project deliverables. Tasks 1-3 will develop the existing 60% (preliminary) design for the site restoration elements through draft final (90%) and final (100%) designs. Final (100%) design represents a full Plans, Specifications and Estimate (PS&E) package. NSD will incorporate G&O design plans and specifications into compiled PS&E package.

Task 1: 90% Design (Draft 100% Design)

Task 2: 100% Design (Final Design)

Task 3: Bid Support

Task 4: Project Management and Coordination

Task 5: Regulatory Process Support

Key assumptions for all tasks:

- ▶ This project does not include a surface water hydraulic model nor a groundwater model. Design elevations are based on limited staff gage data gathered by City staff in the ditched stream.
- ▶ No additional assessment of changes in the current site conditions beyond that explicitly included herein will be conducted.
- ▶ The 90% design iteration is anticipated to include modifications to reflect current conditions, to address regulatory agency input and meet anticipated permit requirements, and to address City input on the previously delivered 60% design. However, fundamental elements of the NSD design elements will remain the same, with no major changes from the previous level of design (60%).
- ▶ The City will determine the locations of utilities along Ellingson and Pacific Ave before 90% design is completed. Redesign efforts to avoid unforeseen utility conflicts are not included in this scope of work and would require a contract amendment to address.
- ▶ Algona will be the primary point of contact with all stakeholders, including permitting agencies. NSD will remain the City's authorized agent for federal and state permitting agencies throughout the design process.
- ▶ A traffic control plan will be developed by the construction contractor for City approval. It is assumed that the construction contractor will procure street-use and/or right-of-way use permits from the City prior to construction, as needed.
- ▶ Algona will provide NSD a consolidated set of comments from all stakeholders and resolve any conflicting comments between stakeholders prior to handing to NSD.
- ▶ This scope and budget does NOT include interpretive sign design and creation. It DOES include installing a kiosk and sign posts for future signage.
- ▶ Draft deliverables will not be submitted, all deliverables represent final versions for each task.
- ▶ Project specifications will be based on the latest WSDOT standard specifications in effect at the time of final design, and the City's standard specifications.
- ▶ Everything included in the design drawings will be included in the contractor bid set, i.e., none of the design elements will be constructed by the City, volunteers, or others.
- ▶ This design is intended for the current City owned property and does not extend into adjacent properties that are in the process of being procured by the City.

- ▶ It is assumed that permissions for use of the City of Pacific easement along the berm have been secured by the City of Algona prior to construction.
- ▶ City will be responsible for shoulder parking designation and striping. NSD will be responsible for designing curb cut and ADA connection to the road shoulder.
- ▶ NSD will compile G&O's PS&E deliverables into a compiled set of design documents.

For this project, NSD's core team consists of Torrey Luiting, PWS, Principal in-charge, Kenna Patrick, PLA, Project Manager and landscape architect of record, and Megan Nelson, PE, engineer of record. Our team will be supported as needed by other technical and administrative staff at NSD.

## Task 1: 90% Design

NSD will prepare draft final (90%) designs based on the 60% designs completed, incorporating any needed modifications based on site conditions, regulatory agency input and permit requirements, and stakeholder input. 90% design plans will be reviewed by a Professional Civil Engineer (PE), Registered Geologist (PG) and Registered Landscape Architect in the state of Washington, showing all necessary plans, elevations, sections, and details needed for construction.

This task includes a 1-day field inspection of current conditions and data gathering by the design team to evaluate conditions within the existing blackberry and reed canary grass control areas, consider water management options, document improvements needed to proposed construction access routes, or other considerations that arise during 90% design development.

Per 8/10/23 pre-application meeting with the City permit review staff, NSD will design an ADA accessible connection to street parking and ensure the boardwalk and overlook design meets building code requirements specified in pre-application meeting feedback received from the City's building review staff. NSD will also clarify the site isolation plan per City engineering review comments.

NSD will update design drawings, cost estimate, and design transmittal memo to reflect the changes made during 90% design. The memo will serve to document the basis of the 90% design. Anticipated 90% design refinements include weed control area extents, boardwalk trail design details, and plant material types, handling, and storage options. Construction sequencing and approach for grading the wetland, and the associated TESC plan, will be refined to incorporate regulatory agency feedback received at the conclusion of the 60% design phase. Draft special provisions divisions 2-9 will be developed for the 90% design to capture the major elements to be included.

### **Assumptions**

- ▶ No unique assumptions for this task. See list of key assumptions, above.

### **Meetings:**

- ▶ One (1) design review meeting will occur as a part of this task during a regular monthly check-in meeting. Budget is included in Task 4: Project management/coordination.
- ▶ Two (2) meetings with the City Public Works Director to 1) ensure we set the City up to be able to bid this successfully to a boardwalk expert, 2) determine how much involvement we can have by a design-build firm who can design and build these boardwalks and overlooks, without jeopardizing their ability to bid on construction.

### **Deliverables:**

- ▶ 90% design plans, cost estimate, project special provisions (WSDOT Divisions 2 – 9), and design transmittal letter
- ▶ 1-day field visit to document current conditions and collect any needed data.

## Task 2: Final (100%) Design

NSD will advance draft final (90%) design to final (100%) design. Final plans will be reviewed, stamped, and signed by a Professional Civil Engineer (PE), Registered Geologist (PG) and Registered Landscape Architect in the state of Washington, as appropriate. Updated drawings will show all necessary plans, elevations, sections, and details needed for construction.

Final design will include refining and finalizing the project layout, materials needed for construction and quantity, project special provisions (div. 2-9), engineer's estimate, design drawings and design transmittal letter.

NSD will update design drawings, cost estimate, and design transmittal memo to reflect City comments on the 90% design and form the final (100%) design package.

### **Assumptions**

- ▶ See list of key assumptions, above.
- ▶ Comments from the City on the 90% Plans will be incorporated into the final, bid ready PS&E. This package will be routed for City signatures prior to City advertisement.

### **Meetings:**

- ▶ A design review meeting will occur as a part of this task as one of the regular monthly meetings. Budget is included in Task 4: Project management/coordination.

### **Deliverables:**

- ▶ Final (100%) design plans, engineer's estimate for bid opening, project special provisions, and design transmittal letter for Algona Wetland Preserve.
- ▶ Blank bid tab with quantities; to be included on the plan set or separately.

## Task 3: Bid Support

The objective of this task is to prepare up to two (2) addendums and assist the City will answering contractor questions during the bid period.

### **Assumptions:**

- ▶ Addendum preparation and support for answering contractor questions will not be substantial efforts and are limited in level of effort to the budget for this task. If additional support is necessary based on contractor questions and addendum needs, it will require a contract amendment.
- ▶ Services during construction are not included.
- ▶ Development of record drawings is not included.
- ▶ City or chosen representative will develop the final bid package (including Division 1, all contract language, and merging in Divisions 2-9).
- ▶ City or chosen representative will upload bid package to Builders Exchange website for contractors' review and bid.



- ▶ City will tabulate bids and make final decisions on selection of contractor.

#### ***Deliverables***

- ▶ Up to 2 addendums to the contract documents (plans and specifications) submitted electronically (PDF and Word).

## **Task 4: Project Management and Coordination**

This task includes the labor and expenses associated with scheduling, coordination, and quality control services for this work, along with conference calls and related coordination with the City during this scope of work.

NSD's project manager and financial administrative assistant will be responsible for administering the contract, scheduling sampling dates and resources, handling team communication (both internally and with the City), responding to requests for information, preparing invoices, tracking budget, and related project management and administration tasks.

Coordination includes internal coordination within the NSD project team regarding schedules, budget, project progress, and project approach, as well as regular direct coordination with City project manager as necessary regarding items such as site access, schedule, task status, and results.

NSD will meet with the City and internally as separate meetings once a month over the course of the anticipated 8 months of this scope of work to ensure project deliverables are well coordinated. NSD will coordinate with other City consultants, such as the Atwell Group and FutureWise as needed up to the level of effort included in the below assumptions, to ensure the project follows City regulations and community engagement objectives, respectively.

#### ***Assumptions***

- ▶ All meetings will occur monthly, they will be held virtually, and will last 1 hour.
- ▶ It is assumed that this phase of work will last 8 months.
- ▶ NSD will manage the project on a total budget basis but would track and report hours by task.
- ▶ NSD will coordinate meetings that pertain to design and State/Federal permitting.
- ▶ The City or their designated consultant will coordinate meetings that pertain to City code and compliance.
- ▶ City will prepare summaries or other materials required to meet grant funding requirements.

#### ***Meetings:***

- ▶ Monthly project design update and coordination meetings with City.
- ▶ Monthly project management internal NSD design check-in meetings.
- ▶ Coordination meetings with Gray & Osborne, Atwell and FutureWise (6 max).

#### ***Deliverables:***

- ▶ Meetings notes and action items.
- ▶ Monthly invoicing and project reporting.

## Task 5: Regulatory Process Support

NSD will continue to support the City in coordination with federal, state, and local regulatory agencies and reviewers as the project's application packages are being reviewed. NSD will continue to serve as the City's authorized agent for coordination of regulatory permits. Based on input received in August 2023 at federal, state, and local pre-application meetings, the following regulatory application materials need to be prepared to secure construction permits:

- ▶ NSD will prepare a Water Quality Monitoring and Protection Plan (WQMPP) to support the project's application to the Washington State Department of Ecology (Ecology) for a Clean Water Act Section 401 water quality certification.
- ▶ NSD will prepare a Maintenance & Monitoring Plan to support the project's application to the US Army Corps of Engineers (Corps) for a Clean Water Act Section 404 authorization.
- ▶ NSD will prepare a Coastal Zone Management Act consistency form as part of the application package to the Corps.
- ▶ NSD will file for the project's WDFW Hydraulic Project Approval (HPA) permit on behalf of the City via the WDFW APPS online portal.
- ▶ NSD will prepare the City's application for its Building permit review process and include the final, 100% structural design for the boardwalk, overlooks, and stairs prepared by Gray & Osborne under separate contract with the City.
- ▶ NSD will complete the City's application for its Fill and Grade permit review process and will include the previously prepared Geotechnical Report (PanGeo 2022) as the required soils report.

### **Assumptions:**

- ▶ NSD will provide an average of one hour per month (up to 8 hours total) of regulatory agency coordination over the course of the final design process.
- ▶ Agency input and requests will be limited in scope and scale and not require additional field work or preparation of new application materials or modification to the project's design.
- ▶ NSD will coordinate with the City regarding contents of the WQMPP and Maintenance and Monitoring Plan prior to inclusion in the permit application package.
- ▶ One round of review and edits to the WQMPP based on Ecology comments.
- ▶ One round of review and edits to the Maintenance and Monitoring Plan based on Corps comments.
- ▶ A compensatory mitigation plan will not be required by Corps, Ecology, or local Critical Areas reviewer.
- ▶ Construction contractor will prepare a Traffic Control Plan and will apply for the ROW permit from the City.
- ▶ Construction contractor will apply for the Construction Stormwater General permit from Ecology.
- ▶ Construction contractor will provide Construction Stormwater Pollution Prevention Plan (CSWPPP) for City and Ecology approval as a submittal.
- ▶ Fill and Grade and Building permit application submittal timelines will be coordinated with the City team.

**Deliverables:**

- ▶ Draft and final WQMP.
- ▶ Draft and final Maintenance and Monitoring Plan.
- ▶ Fill and Grade permit application form.
- ▶ Building permit application form.

**Budget**

This project budget represents our knowledge of the work already completed, best understanding of the requested project elements, and accompanying assumptions as detailed herein. For the scope of services described above, our total fee will be completed on a Time and Materials Basis, Not to Exceed Value as indicated in Table 1. This budget estimate is made based on the scope of services outlined above and is broken out per task below in Table 1 based on 2023 billing rates and the task schedule developed with City input.

Table 1. Project budget and schedule for Tasks 1 through 5.

TASK	TASK DESCRIPTION	ANTICIPATED SCHEDULE	COST
1	90% Design	September – November 2023	\$31,600
2	Final Design	December 2023 – February 2024	\$23,900
3	Bid Support	February 2024 – April 2024	\$6,400
4	Project Management and Coordination	September – April 2024	\$11,800
5	Regulatory Process Support	September – April 2024	\$9,700
<b>Grand total</b>			<b>\$83,400</b>

**CITY COUNCIL****AGENDA BILL # AB23-0093**

**City of Algona**  
**200 Washington Blvd.**  
**Algona, WA 98001**

ITEM INFORMATION			
<b>SUBJECT:</b>  <b>Resolution 1263-23, King County Re+ Grant Agreement</b>	<b>Agenda Date: October 23<sup>rd</sup>, 2023</b>		
	Department/Committee/Individual	Created	Reviewed
	Mayor		
	City Administrator		
	City Attorney		x
	City Clerk		x
	Finance Dept		
	PW/Utilities		
	Planning Dept		
	Community Services		
Cost Impact:	Police Dept		
Fund Source:	Finance Committee		
Timeline: 1 <sup>st</sup> review – 9/25/23	Planning Commission		
2 <sup>nd</sup> review – 10/16/23	Civil Service Committee		
3 <sup>rd</sup> review – 10/23/23			
<b>Staff Contact: Jessica Griess, City Administrator</b>			
<b>Attachments: Resolution 1263-23; King County Agreement; Scope of Work</b>			
<b>SUMMARY STATEMENT:</b> This grant agreement is for the \$25,000 Re+ grant. The funds are for the Recycling Voucher and Education program starting October 1 <sup>st</sup> .			
<b>COMMITTEE REVIEW AND RECOMMENDATION:</b>			
<b>RECOMMENDED ACTION:</b> <b>Make a motion to approve Resolution 1263-23.</b>			
RECORD OF COUNCIL ACTION			
Meeting Date:	Action:	Vote:	

**CITY OF ALGONA  
RESOLUTION NO. 1263-23**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALGONA, WASHINGTON, APPROVING AND AUTHORIZING EXECUTION OF THE INTERAGENCY AGREEMENT FOR THE 2023-2024 RE+ CITY GRANT PROGRAM WITH KING COUNTY IN SUPPORT OF THE ALGONA RECYCLING EDUCATION AND VOUCHER PROGRAM

WHEREAS, the King County Solid Waste Division has established the Re+ City Grant Program to provide funding for projects that decrease the amount of recyclable garbage going into the Cedar Hills Landfill; and

WHEREAS, as authorized in King County Code 10.14.025, the King County Council has allocated under the Re+ City Grant Program for the City; and

WHEREAS, the City Council desires to accept and utilize such allocation by approving and authorizing the execution of the Interlocal Cooperation Agreement for the program as provided herein;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ALGONA, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. Approval of Interlocal Cooperation Agreement; Execution Authority. The City Council hereby approves the Interagency Agreement for the Re+ City Grant Program Between King County and the City of Algona in support of the Algona Recycling Education and Voucher Program substantially in the form provided in Exhibit A, attached hereto and incorporated herein by this reference as if set forth in full. The Mayor is hereby authorized to execute said Agreement on behalf of the City, inclusive of any minor revisions deemed reasonably necessary and appropriate by the Mayor.

Section 2. Effective Date. This resolution shall take effect immediately upon passage.

PASSED by the City Council of the City of Algona, at its regular meeting thereof this \_\_\_\_ day of \_\_\_\_\_, 2023.

CITY OF ALGONA, WASHINGTON

\_\_\_\_\_  
Troy Linnell, Mayor

(SEAL)

ATTEST:

---

Jessica Griess, City Administrator

Exhibit A

# INTERAGENCY AGREEMENT FOR THE 2023-2024 RE+ CITY GRANT PROGRAM

Between

**KING COUNTY and the CITY OF ALGONA**

This Agreement for Award of Re+ Grant Funds (“Agreement”) is executed between King County, a charter county and political subdivision of the State of Washington, acting through its Department of Natural Resources, Solid Waste Division, and the City of Algona, a municipal corporation of the State of Washington, hereinafter referred to as “County” and “City” respectively. Collectively, the County and City will be referred to as “Party” or “Parties.”

## 1. RECITALS

1.1 In 2022, King County launched the Re+ initiative to reinvent the region’s waste system to keep materials in use longer and reduce greenhouse gas emissions. The City of Algona signed onto the Re+ Pledge affirming their support and collaboration towards the shared vision that Re+ represents. The County developed the Re+ City Grant Program, as authorized in King County Code 10.14.025, to support Cities’ efforts to invest in, develop, and deliver on projects that help create a more circular economy, where waste is minimized, materials are kept in use longer, and natural systems are regenerated. Cities that operate under the Solid Waste Comprehensive Management Plan that have signed the Re+ Pledge are eligible to apply for this competitive funding.

1.2 King County has developed the criteria for program eligibility in the Grant Guidelines, attached hereto and incorporated herein as Exhibit A. King County has received a proposed scope of work and budget from the City and has determined that the scope of work and budget, attached hereto and incorporated herein as Exhibit B, are consistent with the Re+ Program and with the Grant Guidelines.

1.3 King County and the City desire to enter into this Agreement for the purpose of establishing the terms and conditions under which King County will provide an award of Re+ City Grant Program funding to the City subject to the budget approval process of the King County Council.

**NOW THEREFORE**, in consideration of mutual promises and covenants contained herein, the Parties hereby agree to the terms and conditions as follows:



## 2. AWARD OF GRANT; CONDITIONS OF GRANT

- 2.1 The Recitals are an integral part of this Agreement and are incorporated herein by this reference.
- 2.2 King County agrees to grant the City an award of Re+ City Grant Program funds not to exceed \$25,000.00 (the “Award”) on a reimbursement basis as described in Section 2.4. The Award shall be used by the City solely for the performance of the activities described in this Agreement.
- 2.3 The City shall use the grant of Re+ City Grant Program funds to provide waste reduction and recycling programs and/or services as outlined in Exhibit B. The total amount of funds available from this grant in 2023 and 2024 shall not exceed **\$25,000.00**.
- 2.4 This Agreement provides for distribution of 2023 and 2024 grant funds to the City. Reimbursement for activities carried out and expenses incurred by the City may predate the execution date of this Agreement provided that a) the activities occurred after the City accepts the County’s award notification in writing; b) the activities have been identified by the City as being within the Grant Guidelines, attached herein as Exhibit A, and Scope of Work, attached herein as Exhibit B; b) the expenses are incurred in carrying out the Scope of Work and are authorized by this Award; and c) such activities and expenses otherwise comply with all other terms of this Agreement. Reimbursements shall be paid to the City only after this Agreement has been fully executed.
- 2.5 During this two-year grant program, the City will submit a minimum of two (2), but no more than eight (8), progress reports to the County in a form determined by the County. Reports must be signed by a City official. These reports will include:
- a. a completed progress report, which is attached hereto as Exhibit C and incorporated herein by reference; and
  - b. reimbursement requests with both a Budget Summary Report Form, which is attached hereto as Exhibit D and incorporated herein by reference, and an Expense Summary Form, which is attached hereto as Exhibit E and incorporated herein by reference, unless The City has a spreadsheet similar to the Expense Summary Form already in use, in which case the City is free to use that spreadsheet instead of the Expense Summary Form. The City will submit the form or similar spreadsheet and not submit backup documentation for grant expenses. The City shall maintain this documentation in its records.

If the City chooses to submit up to the maximum of eight (8) progress reports and requests for reimbursement during the two-year grant program, they shall be due to the County on the last day of the month following the end of each quarter (April 30, July 31, October 31, January 31), except for the final progress report and request for reimbursement, which shall be due by March 21, 2025.

If the City chooses to submit the minimum of two progress reports and requests for reimbursement during the two-year grant program, they shall be due to the County by March 15, 2024 and March 21, 2025.

Regardless of the number of progress reports the City chooses to submit, in order to secure reimbursement, the City must provide in writing to the County by the 5<sup>th</sup> working day of January 2024 and January 2025, the dollar amount of outstanding expenditures for which the City has not yet submitted a reimbursement request.

2.6 If the City accepts funding through this grant program for the provision of waste reduction and recycling programs and projects for other incorporated areas of King County, the City shall explain the relationship with the affected adjacent city or cities that allows for acceptance of this funding and the specifics of the proposed programs and projects within the scope of work document related thereto.

2.7 Within forty-five (45) days of receiving a request for reimbursement from the City, the County shall either notify the City of any exceptions to the request which have been identified or shall process the request for payment. If any exceptions to the request are made, this shall be done by written notification to the City providing the reason for such exception. The County will not authorize payment for activities and/or expenditures which are not included in the scope of work and budget attached as Exhibit B, unless the scope has been amended according to Section V of this Agreement. King County retains the right to withhold all or partial payment if the City's report(s) and reimbursement request(s) are incomplete (i.e., do not include proper documentation of expenditures and/or adequate description of each activity described in the scope of work for which reimbursement is being requested), and/or are not consistent with the scope of work and budget attached as Exhibit B.

2.8 The City shall be responsible for following all applicable federal, state, and local laws, ordinances, rules, and regulations in the performance of work described herein. The City assures that its procedures are consistent with laws relating to public contract bidding procedures, and the County neither incurs nor assumes any responsibility for the City's bid, award, or contracting process.

2.9 During the performance of this Agreement, neither the City nor any party subcontracting under the authority of this Agreement shall discriminate on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or presence of any sensory, mental, or physical handicap in the employment or application for employment or in the administration or delivery of or access to services or any other benefits under this Agreement as defined by King County Code, Chapter 12.16.

2.10 During the performance of this Agreement, neither the City nor any party subcontracting under the authority of this Agreement shall engage in unfair employment practices as defined by King County Code, Chapter 12.18. The City shall comply fully with all applicable federal, state, and local laws, ordinances, executive orders and regulations that prohibit such discrimination. These laws include, but are not limited to, RCW Chapter 49.60 and Titles VI and VII of the Civil Rights Act of 1964.

2.11 The City shall use recycled paper for the production of all printed and photocopied documents related to the fulfillment of this Agreement. The City shall use both sides of paper sheets for copying and printing and shall use recycled/recyclable products wherever practical.

2.12 The City shall maintain accounts and records, including personnel, financial, and programmatic records, and other such records as may be deemed necessary by the County, to ensure proper accounting for all project funds and compliance with this Agreement. All such records shall sufficiently and properly reflect all direct and indirect costs of any nature expended and service provided in the performance of this Agreement.

These records shall be maintained for a period of six (6) years after termination hereof unless permission to destroy them is granted by the Office of the State Archivist in accordance with RCW Chapter 40.14. These accounts shall be subject to inspection, review, or audit by the County and/or by federal or state officials as so authorized by law.

2.13 The City shall maintain a record of the use of any equipment that costs more than \$1,000 and is purchased with grant funds from King County for a total period of three (3) years. The records shall be compiled into a yearly evaluation report, a copy of which shall be submitted to King County by March 31 of each year through the year 2025.

2.14 The City agrees to credit King County on all printed materials provided by the County, which the City is duplicating, for distribution. Either King County's name and logo must appear on King County materials (including fact sheets, case studies, etc.), or, at a minimum, the City will credit King County for artwork or text provided by the County as follows: "artwork provided courtesy of King County Solid Waste Division" and/or "text provided courtesy of King County Solid Waste Division."

2.15 The City agrees to submit to the County copies of all written materials which it produces and/or duplicates for local waste reduction and recycling projects which have been funded through the Re+ City Grant Program. The City agrees to recognize King County on all printed materials developed or purchased using Re+ City Grant Program funds. Upon request, the City agrees to provide the County with a reproducible copy of any such written materials and authorizes the County to duplicate and distribute any written materials so produced, provided that the County credits the City for the materials.

2.16 The City will provide the King County Project Manager with the date and location of each Re+ City Grant Program-funded event provided by the City, as well as copies of any printed materials used to publicize each event, as soon as they are available but no later than thirty (30) days prior to the event. If there is any change in the date or the location of an event, the City will notify the County a minimum of thirty (30) days prior to the event. If the event brochure is required for admission to the City's event, the City is exempt from having to provide the brochure to King County.

2.17 This project shall be administered on the City's behalf by Jessica Griess, City Clerk, or designee.

2.18 The County agrees to credit the City on all printed materials provided by the City to the County, which the County duplicates, for distribution. Either the City's name and logo will appear on such materials (including fact sheets, case studies, etc.), or, at a minimum, the County will credit the City for artwork or text provided by the City as follows: "artwork provided courtesy of the City of Algona" and/or "text provided courtesy of the City of Algona."

2.19 The County retains the right to share the written material(s) produced by the City which have been funded through this program with other King County cities for them to duplicate and distribute. In so doing, the County will encourage other cities to credit the City on any pieces that were produced by the City.

2.20 The Re+ City Grant Program shall be administered on King County's behalf by Annie DeCosta-Klipa, Project Manager, King County Solid Waste Division, or designee.

### **3. DURATION OF AGREEMENT**

This Agreement shall become effective on the date of execution of the Agreement by both the County and the City, and shall terminate on June 30, 2025. The City shall not incur any new charges after December 31, 2024. However, this Agreement allows for disbursement of grant funds to the City for County-approved programs initiated between the City's acceptance of the award notification from the County to the City in writing, and the later execution of the Agreement provided that the City complies with the reporting requirements of Section 2.4 of the Agreement.

#### 4. TERMINATION

4.1. This Agreement may be terminated by King County, in whole or in part, for convenience without cause prior to the termination date specified in Section III, upon thirty (30) days advance written notice.

4.2. King County may also terminate this Agreement, in whole or in part, for lack of appropriation, upon thirty (30) days prior written notice to the City. In accordance with King County Code 4A.100.070, if King County terminates this Agreement for non-appropriation, then King County's costs associated with such termination, if any, shall not exceed the appropriation for the biennium in which termination occurs.

4.3 This Agreement may be terminated by either Party, in whole or in part, for cause prior to the termination date specified in Section 3 upon thirty (30) days advance written notice. Reasons for termination for cause may include but not be limited to: nonperformance; misuse of funds; and/or failure to provide grant-related reports, invoices, or statements as specified in Section 2.5 and Section 2.7

4.4 If the Agreement is terminated as provided in this section: (1) the County will be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination; and (2) the City shall be released from any obligation to provide further services pursuant to this Agreement.

4.5 Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Agreement or law that either Party may have in the event that the obligations, terms and conditions set forth in this Agreement are breached by the other Party.

#### 5 AMENDMENTS

This Agreement may be amended only by written agreement of the Parties. Amendments to scopes of work will only be approved if the proposed amendment is consistent with the most recently adopted King County Comprehensive Solid Waste Management Plan. Amendments will only be approved if the proposed change(s) is (are) consistent with and/or achieves the goals stated in the scope and falls within the activities described in the scope. Funds may be moved between tasks in the scope of work, attached as Exhibit B, upon written notification by the City to King County and written approval by the County.

#### 6 HOLD HARMLESS AND INDEMNIFICATION

The City agrees to indemnify, defend and hold harmless King County, and its elected or appointed officials, employees and agents, from all suits, claims, alleged liability, actions, losses, costs, expenses (including reasonable attorney's fees), penalties, settlements and damages of whatsoever kind or nature arising out of, in connection with, or incident to any acts or omissions of the City, its employees, agents, contractors or subcontractors in performing its obligations under this Agreement, except of the County's sole negligence.

The City's obligations under this section shall include, but not be limited to all of the following: (i) The duty to promptly accept tender of defense and provide defense to the County with legal counsel acceptable to the County and at the City's own expense; (ii) Indemnification of claims made by the City's own employees or agents; and (iii) Waiver of the City's immunity under the industrial insurance provisions of Title 51 R.C.W. but only to the extent necessary to indemnify the 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 City. The provisions of this Section 6 shall survive the expiration, abandonment, or termination of this Agreement.

## **7 INSURANCE**

7.1 The City, at its own cost, shall procure by the date of execution of this Agreement and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with performance of work pursuant to this Agreement by the City, its agents, representatives, employees, and/or subcontractors. The minimum limits of this insurance shall be \$1,000,000 general liability insurance combined single limit per occurrence for bodily injury, personal injury, and property damage. If the policy has an aggregate limit, a \$2,000,000 aggregate shall apply. Any deductible or self-insured retentions shall be the sole responsibility of the City. Such insurance shall cover the County, its officers, officials, employees, and agents as additional insureds against liability arising out of activities performed by or on the City's behalf pursuant to this Agreement. A valid Certificate of Insurance and additional insured endorsement is attached to this Agreement as Exhibit F, unless Section 7.2 applies.

7.2 If the Agency is a Municipal Corporation or an agency of the State of Washington and is self-insured for any of the above insurance requirements, a written acknowledgment of self-insurance is attached to this Agreement as Exhibit F.

7.3 If the Agency is a Municipal Corporation or an agency of the State of Washington and is a member of the Washington Cities Insurance Authority (WCIA) or the Association of Washington Cities (AWC) Risk Management Service Agency risk pool, a written acknowledgment/certification of current membership is attached to this Agreement as Exhibit F.

## **8. ENTIRE CONTRACT; NO WAIVER OF DEFAULT**

This Agreement is the complete expression of the agreement of the County and the City hereto, and any oral or written representations or understandings not incorporated herein are excluded. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless stated to be such through written approval by the County, which shall be attached to the original Agreement.

## **9. TIME IS OF THE ESSENCE**

The County and the City recognize that time is of the essence in the performance of this Agreement. The Scope of Work set forth in Exhibit B shall be completed by the City no later December 31, 2024. In the event that the Scope of Work is not completed by this date, then King County shall retain any unexpended Award funds.

## **10. SEVERABILITY**

If any section, subsection, sentence, clause or phrase of this Agreement is, for any reason, found to be unconstitutional or otherwise invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions.

11 NOTICE

Any notice required or permitted under this Agreement shall be deemed sufficiently given or served if sent to the King County Solid Waste Division and the City at the addresses provided below:

Annie DeCosta Klipa, Project Manager, or a provided designee  
King County Solid Waste Division  
Department of Natural Resources and Parks  
adecostaklipa@kingcounty.gov

If to the City:

Jessica Griess, City Clerk, or a provided designee  
City of Algona  
200 Washington Blvd  
Algona, WA 98001

IN WITNESS WHEREOF this Agreement has been executed by each Party on the date set forth below:

**City of Algona**

\_\_\_\_\_  
Troy Linnell, Mayor Pro Tem  
City of Algona

\_\_\_\_\_  
Date

**King County**

BY \_\_\_\_\_  
Pat D. McLaughlin, Director  
Solid Waste Division

For Dow Constantine, King County Executive

\_\_\_\_\_  
Date



Reducing single use items. Reusing everything that can be. Recycling what's left. Renewing communities. Rethinking what's possible.

Section 12, Item B.

# Re+ City Grant

## Request for Applications

Released April 25, 2023

Due June 1, 2023 by 3 P.M. PDT



**King County**

Department of  
Natural Resources and Parks  
**Solid Waste Division**

Waste  
Prevention

Resource  
Recovery

Waste  
Disposal



This page intentionally left blank.



# I. Table of Contents

I. Table of Contents .....	3
II. Request for applications .....	4
III. Background .....	5
IV. Grant description .....	5
A. Focus areas .....	5
B. Priority materials .....	6
C. Projects not funded by this program.....	6
D. Minimum and maximum funding awards.....	6
V. Grant eligibility .....	7
VI. Applying for a grant .....	7
A. How to apply .....	7
B. Grant information session .....	7
C. Timeline .....	8
D. Project duration.....	8
VII. Evaluation .....	9
A. Evaluation criteria .....	9
B. Application review process.....	9
VIII. Grant administration .....	9
A. Requests for reimbursement .....	9
B. Progress reports .....	9
C. Accrual reporting.....	10
D. Amendments .....	10

## II. Request for applications

Release Date:	April 25, 2023
Due Date:	June 1, 2023 by 3:00 p.m. PDT
Contact	circulargrants@kingcounty.gov
Funding:	Up to \$50,000 per grant (\$100,000 for joint-city proposals) will be awarded from a total budget of \$300,000 in King County Solid Waste Division funding.

### Re+ City Grant Information Session:

Tuesday, May 2, 2023 from 3-4 p.m. PDT

<https://us06web.zoom.us/j/89616566652?pwd=czdXaWVQcXVpZHA1ZzExSEhDUGQ3Zz09>

Meeting ID: 896 1656 6652

Passcode: 489517

One tap mobile

+12532050468,,89616566652#,,,,\*489517# US

+12532158782,,89616566652#,,,,\*489517# US (Tacoma)

## Submitting an application

Proposals will be received through [the online platform](#) before 3 p.m. PDT on June 1, 2023. The services procured through this Request for Application (RFA) shall be provided in accordance with the following and the attached instructions, requirements, and specifications. Applicants are responsible for checking [the online platform](#) for updates, clarifications, or Addenda to this RFA. Any Addenda to the RFA will also be sent via email to all applicants.

Interested parties may submit questions in writing before May 29 at 3 p.m. PDT by emailing [circulargrants@kingcounty.gov](mailto:circulargrants@kingcounty.gov). Responses to questions received will be posted to the Frequently Asked Questions document posted on [the online platform](#).

Applicants are encouraged to complete their applications early to avoid any difficulties or errors in submission. The King County Solid Waste Division (SWD) is not responsible for any technical difficulties that an Applicant may experience, and late submissions will result in the rejection of a proposal.

## III. Background

King County Solid Waste Division (SWD) is responsible for the public solid waste system that serves the people and communities of unincorporated King County and most cities within King County.

At SWD, our work delivers on the goal of zero wasted resources to the landfill by 2030. King County's [Re+ Program](#) is a key part of delivering this goal. It provides a roadmap for a healthy environment and economy by reinventing the current waste management system, preventing material generation, and finding a new purpose for the 70% of recyclable materials that go to the Cedar Hills Regional Landfill each day. Preventing, reusing, and recycling materials has significant benefits for people living and working in King County, including tackling the climate emergency by reducing greenhouse gases that are emitted throughout the lifecycle of materials and products.

Equity and Social Justice (ESJ) is foundational to the work of King County and SWD. SWD seeks to invest in community-informed projects that recognize and address the disparities in communities. We aim to ensure that all people, regardless of who they are and where they live, have the opportunity to thrive with full and equal access to opportunities, power, and resources.

## IV. Grant description

The new Re+ City Grant Program supports projects that further King County's goal of zero waste of resources, which commits King County to stop sending materials of value to Cedar Hills Regional Landfill by 2030. The grants are intended to help King County cities invest in, develop, and deliver on projects that help create a more circular economy, where waste is minimized, materials are kept in use longer, and natural systems are regenerated. A list of project ideas is available on [the online platform](#).

### A. Focus areas

The success of Re+ relies on both upstream prevention and downstream recycling actions, while also reducing inequities that persist in our County. Recognizing the need

for a whole system approach, the Re+ City Grant has three focus areas intended to support different approaches to create a more circular economy:

1. **Prevention and Reuse:** This includes projects that reduce materials used or purchased, create infrastructure to use reusable products, increase food rescue, and promote sharing or donating items.
2. **Recycling:** This includes projects that create or expand markets for recycled material, including organics, currently produced in the King County solid waste system. These grants could also support projects that improve the quality, increase the quantity, and/or grow the demand for utilizing recycled materials or increase recycling in residential or business communities.
3. **Equity and Social Justice:** This includes projects that benefit frontline communities. Frontline communities often experience the earliest and most acute impacts of climate change, face historical and current inequities, and have limited resources and/or capacity to adapt.

## B. Priority materials

Projects that address the following materials will be awarded higher points in the grant scoring process (see evaluation criteria for details):

- Plastic
- Paper
- Organics (includes food waste, yard waste, and wood)

These materials are a priority to SWD because they represent over 75% of materials of value sent to Cedar Hills Regional Landfill. Applications can also include projects that address other materials but will likely need to demonstrate significant benefits to be awarded grant funding.

## C. Projects not funded by this program

Projects that are not eligible for this grant program include but are not limited to:

- Routine operation and maintenance costs
- Collection events for recyclable materials
- Collection of garbage or household hazardous waste items
- Household hazardous waste education
- Environmental clean-up of illegal activities (i.e. trash and litter cleanup)
- Lobbying and attempts to influence legislation

## D. Minimum and maximum funding awards

A total of \$300,000 in grant funding is available for the 2023-24 biennium. Matching funds are not required for this grant opportunity.

- Minimum grant award: \$20,000
- Maximum grant award for a single-city proposal: \$50,000
- Maximum grant award for a joint-city proposal: \$100,000

## V. Grant eligibility

King County cities that have signed the Re+ Pledge and are within the King County waste system are eligible for this funding opportunity. Cities may apply before their Council has signed the Re+ Pledge, but will not be eligible to receive an award unless the Pledge is signed by June 30, 2023. The Cities of Seattle and Milton are not in the King County waste system and are ineligible to apply.

Eligible cities are encouraged to work together to leverage funds and have a greater influence on waste prevention and recycling. Eligible cities may apply jointly for a maximum award of \$100,000. All cities included in the joint proposal must have signed the Re+ Pledge by June 30, 2023.

Eligible cities may also subcontract with other entities, such as non-profits, consulting firms, or businesses, to implement their grant-funded projects.

If you have questions about the Re+ Pledge or eligibility, please email [circulargrants@kingcounty.gov](mailto:circulargrants@kingcounty.gov).

## VI. Applying for a grant

### A. How to apply

Proposals will be received through [the online platform](#) before 3 p.m. PDT on Thursday, June 1, 2023. If you experience technical difficulties with the online platform leading up to the due date, please email [circulargrants@kingcounty.gov](mailto:circulargrants@kingcounty.gov). Late submissions will result in the rejection of a proposal.

You may email questions to [circulargrants@kingcounty.gov](mailto:circulargrants@kingcounty.gov) prior to Monday, May 29 at 3 p.m. PDT. Responses to all questions will be shared via the Frequently Asked Questions document posted on [the online platform](#).

### B. Grant information session

An online grant information session will be held on Tuesday, May 2 at 3:00 p.m. PDT at the Zoom link below. This meeting will be recorded and posted to [the online](#)

[platform](#). Prospective applicants are encouraged to attend, but attendance is not mandatory.

<https://us06web.zoom.us/j/89616566652?pwd=czdXaWVQcXVpZHA1ZzExSEhDUGQ3Zz09>

Meeting ID: 896 1656 6652

Passcode: 489517

One tap mobile

+12532050468,,89616566652#,,, \*489517# US

+12532158782,,89616566652#,,, \*489517# US (Tacoma)

Questions arising at the grant information session or in subsequent communication with King County will be documented and answered in written form. A copy of the questions and answers will be posted in the Frequently Asked Question document posted on [the online platform](#).

## C. Timeline

Below is the anticipated timeline for the 2023-24 cycle of the Re+ City Grants:

Tuesday, April 25	Request for applications released
Tuesday, May 2	Pre-proposal meeting
Thursday, June 1	Grant applications due
June – early July	Evaluations (date is approximate and subject to change)
Mid-July	Awards announced (date is approximate and subject to change)
Mid-August onward	Grant agreements signed (date is approximate and subject to change)

## D. Project duration

Projects must be completed by December 31, 2024. The start date will be determined based on the timing of award notifications. After receiving an award notification, cities may begin projects and spend funds before signing a grant agreement. Reimbursement requests will not be processed until after grant agreements are signed by both parties. The city assumes the risk of expending funds before the grant agreement is signed.

## VII. Evaluation

### A. Evaluation criteria

Applications will be evaluated and given a score based on the quality of response within each area outlined below:

- Overview
- Environmental and climate impact
- Equitable impact
- Budget
- Team and partners

Detailed evaluation criteria will be shared during the application window.

### B. Application review process

Proposals will be scored by a team of evaluators consisting of community representatives and Solid Waste Division staff. The evaluation team will provide their award recommendations to Solid Waste Division leadership for final approval.

During the grant review process, applicants may be contacted for clarification or to negotiate changes in the project activities, timeline, or grant amount.

## VIII. Grant administration

### A. Requests for reimbursement

The Re+ City Grant is a reimbursement-based grant. No matching funds are required. Cities may submit as few as one request for reimbursement per year during the funding cycle. Alternatively, cities may submit requests for reimbursement as frequently as quarterly. A Budget Summary Report Form and an Expense Summary Report Form must be used when submitting requests for reimbursement and will be provided to cities when the grant agreements are executed.

### B. Progress reports

Progress reports describing program activities, accomplishments, and evaluation results must accompany each request for reimbursement. A template will be provided to cities when the grant agreements are executed.

## C. Accrual reporting

By the 5th working day of January 2024 and January 2025, cities must notify the Solid Waste Division of the amount of their total expenditures for work that has been completed in the previous year but for which a request for reimbursement has not yet been submitted. Solid Waste Division will use this information to accrue expenditures.

## D. Amendments

Amendments to grant Interagency Agreements (IAAs) are unnecessary unless the city wishes to significantly change its scope of work. In general, a significant change would be one in which the city wishes to add or delete a task from its scope of work. Amendments will only be approved if the proposed change(s) is/are consistent with and/or achieves the goals stated in the scope and falls within the activities described in the scope. A minor change, such as moving dollars between tasks, would only require written notification, which may be submitted via e-mail. However, the city should contact the Solid Waste Division when considering changes to their scopes to determine if an amendment is needed.



## Re+ City Grant Program – Agreement with the City of Tukwila

### Scope of Work and Budget

**Initiative Title:** Organic Solutions: Empowering Food Businesses for Sustainable Waste Management

**Funding Amount:** \$83,000.00

**Initiative Summary:**

This project will support food service businesses across the City of Tukwila, the City of Burien, and the City of Maple Valley in setting up organics services and establishing best practices to comply with the new Organics Management Law. The cities will work with a consultant to identify and perform outreach at priority businesses for organics service, with a focus on frontline businesses that need to comply by 2024 and 2025. This project is a collaboration between the City of Tukwila, the City of Burien, and the City of Maple Valley.

**Project Description:**

A key pillar of the project is providing technical assistance for food service businesses to begin composting their food scraps through organics service. This project aims to reduce barriers to food scraps composting and set both large and small businesses up for success.

**Task 1: Planning, Development, and Evaluation**

- Review existing compost services, client lists of businesses within each municipality, and the new Organics Management Law.
- Identify priority businesses, with a focus on frontline businesses that may be impacted by the Organics Management Law.
- Identify or develop education and outreach materials that can be used to target any food waste-generating facility. The materials will be available in the top 3 most common languages for the municipalities. Applicable materials will be printed for distribution.
- Develop potential survey questions, outreach protocols, staff training, and determine data tracking processes.

**Task 2: Site Visits and Outreach**

- Visit identified priority businesses to conduct outreach and provide educational materials about the Organics Management Law.
- Provide technical assistance to identified businesses, which includes working with the business to set up organics service, a walk-through of the site, providing one starter slim jim for back-of-house food waste collection, working with the business to determine where the organics cart will be placed, and providing additional outreach and educational materials as needed.
- Conduct follow-up visits to check for contamination in the organics bin.
- Conduct surveys with businesses to assess the effectiveness of the program and understand lessons learned.

**Project Outcomes:**

Projected outcomes from this project include:

- Increase the number of businesses in each city (25 per city) that subscribe to organics service

- Increase the tonnage of organics collected in each city by 25-50%
- Support frontline community members who own or manage food service businesses in understanding the Organics Management Law

**Project Deliverables:**

Projected deliverables from this project include:

- A list of priority businesses in each city that will likely be impacted by the Organics Management Law in the next 4 years
- In-language educational materials identified and/or developed
- Organics technical assistance provided to approximately 75 businesses
- Post-surveys to assess program effectiveness and lessons learned

**Budget:**

Item	Estimated Timing by Quarter	Expenditure Type	Unit Price	Quantity	Amount Paid by Grant
Project planning, development, and evaluation	All quarters	Personnel for other project team members	\$140	185	\$25,900
Site visits and outreach	All quarters	Personnel for other project team members	\$140	365	\$51,100
Supplies, such as slim jims and signage	All quarters	Supplies and materials	N/A	N/A	\$5,400
Translation services	All quarters	Translations of materials	N/A	N/A	\$600
					<b>\$ 83,000</b>

Line items in the above table can be transferred with written approval by the King County Project Manager. A contract amendment will be required for any changes that increase the overall price of the contract.

Re+ City Grant Progress Report

Grantee:	City of Algona
Contract/CPA #:	6407428
Contract Title:	City of Algona Recycling and Composting Education and Voucher Program
Report Date:	

*This progress report must be submitted with each request for reimbursement to demonstrate the completion of deliverables and progress of the project. By submitting this form to King County’s Project Manager, the grantee attests to the accuracy of the information provided in this form and the accompanying reimbursement request.*

Description of activities

- A.

For the current period, describe the process made towards completing your grant project scope.  
Click or tap here to enter text.
- B.

Check all deliverables completed to date.

☐Education and voucher program materials developed
 ☐Education and voucher program materials translated into Spanish
 ☐One round of education and voucher program outreach conducted
 ☐Two round of education and voucher program outreach conducted
 ☐Three round of education and voucher program outreach conducted
 ☐Four or more rounds of education and voucher program outreach conducted
- C.

Which communities (geographically and/or demographically) did the project engage with or have an impact on?

Click or tap here to enter text.
- D.

For the current reporting period, describe the actions you have taken that contribute to equity and social justice in the region.

Click or tap here to enter text.

Outcomes

- A.

Material prevention or recycling to date:

Material	Pounds reduced	Pounds recycled
Mixed paper		
Mixed plastic		
Food waste		
Yard trimmings		
Mixed metals		

Dimensional lumber		
Other materials (please specify and add lines as necessary)		

- B. Number of jobs created to date: [Click or tap here to enter text.](#)
- C. Number of engagements to date:
- Residents [Click or tap here to enter text.](#)
  - Businesses [Click or tap here to enter text.](#)
  - Other organizations [Click or tap here to enter text.](#)
- D. Project-specific metrics to date:
- Number of vouchers distributed [Click or tap here to enter text.](#)
  - Number of vouchers redeemed at a transfer stations [Click or tap here to enter text.](#)
  - Percent change in tonnage of waste going to Cedar Hills Regional Landfill [Click or tap here to enter text.](#)
  - Percent change in the number of recycling and yard waste bins [Click or tap here to enter text.](#)

### Narrative

- A. Describe any challenges or lessons learned during this reporting period.  
[Click or tap here to enter text.](#)
- B. Describe any successes or anecdotes you would like to share.  
[Click or tap here to enter text.](#)
- C. Are there any upcoming milestones that you would like King County Solid Waste Division to be aware of (e.g. events we may be able to attend or promote)?  
[Click or tap here to enter text.](#)
- D. Do you anticipate any challenges in achieving the project scope within the contract period? If yes, please explain.  
[Click or tap here to enter text.](#)

**BUDGET SUMMARY REPORT FORM****2023-2024 Re+ City Grant Program**

City: Algona Date: \_\_\_\_\_  
 Address: 200 Washington Blvd Phone: \_\_\_\_\_  
Algona WA, 98001 Invoice #: \_\_\_\_\_  
 Report Period: \_\_\_\_\_  
 Preparer's Name: \_\_\_\_\_ Contract #: 6407428

Total amount requested this period: \_\_\_\_\_  
 Total amount previously invoiced: \_\_\_\_\_  
 Original interlocal amount: \_\_\_\_\_  
 Total amount charged to date: \$ -  
 Amount remaining for completion of interlocal: \$ -

Task #	Scope of Work Description (Task/title)	Budget	Current Quarter Costs	Amount Previously Invoiced	Remaining Balance
1					\$ -
2					\$ -
3					\$ -
4					\$ -
5					\$ -
6					\$ -
7					\$ -
	<b>TOTALS</b>	\$ 25,000.00	\$ -	\$ -	\$ 25,000.00

**For King County Use**

Contract # 6407428  
 Project 1143646 Org 720122 Exp.Account 53104 Task 22.000'  
 Purchase Order # \_\_\_\_\_ Requisition # \_\_\_\_\_ Receipt \_\_\_\_\_  
 Supplier # \_\_\_\_\_ Supplier Pay Site \_\_\_\_\_ Invoice # \_\_\_\_\_ Payment Type \_\_\_\_\_

Total charges this period are approved for payment: \$ \_\_\_\_\_

Project Manager: \_\_\_\_\_ Date \_\_\_\_\_

**Re+ City Grant**  
**2023-2024 Grant Cycle**  
**City of Algona**  
**Reimbursement Request # \_\_\_\_\_**  
**Date \_\_\_\_\_**  
**Contract # 6407428**

## Expense Summary Form

Task Title & No.	Vendor	Date of Service	Item Description	Invoice No.	Amount Paid
<div>Total</div> <div>0</div>					



# Certificate of Coverage

**Certificate holder:**  
**City of Algona**  
**200 Washington Blvd**  
**Algona, WA 98001**

**Policy number:** None  
**Term of certificate:** 1/1/2023 – 1/1/2024  
**Annual re-issue:** Yes

**RE: King County Solid Waste Division - Circular Grants**

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

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

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

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

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

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

A handwritten signature in cursive script that reads 'Carol Wilmes'.

Carol Wilmes  
 Director of Member Pooling Programs

cc: **City of Algona**





## CITY COUNCIL

## AGENDA BILL # AB23-0095

City of Algona  
200 Washington Blvd.  
Algona, WA 98001

## ITEM INFORMATION

<b>SUBJECT:</b>  <b>Resolution 1264-23, King County External Support Grant Agreement for Sound Garden</b>	<b>Agenda Date: October 23<sup>rd</sup>, 2023</b>		
	Department/Committee/Individual	Created	Reviewed
	Mayor		
	City Administrator		
	City Attorney		x
	City Clerk		x
	Finance Dept		
	PW/Utilities		
	Planning Dept		
	Community Services		x
Cost Impact:	Police Dept		
Fund Source:	Finance Committee		
Timeline: 1 <sup>st</sup> review – 9/25/23	Planning Commission		
2 <sup>nd</sup> review – 10/16/23	Civil Service Committee		
3 <sup>rd</sup> review – 10/23/23			
<b>Staff Contact: Jessica Griess, City Administrator</b>			
<b>Attachments: Resolution 1264-23; Agreement and Scope of Work</b>			
<b>SUMMARY STATEMENT:</b> The City of Algona has been selected to receive \$25,000 to fund a sound garden in Matchett Park. This is the second review of the grant agreement and scope of work.			
<b>COMMITTEE REVIEW AND RECOMMENDATION:</b>			
<b>RECOMMENDED ACTION:</b> <b>Make a motion to approve Resolution 1264-23.</b>			
<b>RECORD OF COUNCIL ACTION</b>			
<i>Meeting Date:</i> <i>Action:</i> <i>Vote:</i>			

**CITY OF ALGONA  
RESOLUTION NO. 1264-23**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
ALGONA, WASHINGTON, APPROVING AND  
AUTHORIZING EXECUTION OF THE 2023-2024  
EXTERNAL SUPPORT GRANT PROGRAM AGREEMENT  
WITH KING COUNTY FOR THE ALGONA SOUND GARDEN

WHEREAS, the King County 2023-2024 adopted budget appropriates funds for capital projects with public purpose in King County; and

WHEREAS, as authorized in King County Code 10.14.025, the King County Council has allocated under the Re+ City Grant Program for the City; and

WHEREAS, the City Council desires to accept and utilize such allocation by approving and authorizing the execution of the Capital Project Grant Agreement for the project as provided herein;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ALGONA, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. Approval of Capital Project Grant Agreement; Execution Authority. The City Council hereby approves the Capital Project Grant Agreement Between King County and the City of Algona for the 2023-2024 External Support Grant funding the Algona Sound Garden substantially in the form provided in Exhibit A, attached hereto and incorporated herein by this reference as if set forth in full. The Mayor is hereby authorized to execute said Agreement on behalf of the City, inclusive of any minor revisions deemed reasonably necessary and appropriate by the Mayor.

Section 2. Effective Date. This resolution shall take effect immediately upon passage.

PASSED by the City Council of the City of Algona, at its regular meeting thereof this \_\_\_\_ day of \_\_\_\_\_, 2023.

CITY OF ALGONA, WASHINGTON

\_\_\_\_\_  
Troy Linnell, Mayor

(SEAL)

ATTEST:

---

Jessica Griess, City Administrator

Exhibit A



**2023-2024 EXTERNAL SUPPORT GRANT PROGRAM**  
**CAPITAL PROJECT GRANT AGREEMENT**

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

Grant Recipient: City of Algona

Project: Matchett Park Soundgarden Installation

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

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

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

**RECITALS**

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

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

## **GRANT AWARD TERMS AND CONDITIONS**

### 1. **DEFINITIONS**

#### 1.1 **Project.**

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

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

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

402 Warde St.

Algona, WA 98001

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

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

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

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

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

2. EFFECTIVE DATE

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

3. TERM

The term ("Term") of this Agreement shall begin on the 01/01/2023 and end on **08/01/2024**. This Agreement shall remain in effect until such time as it is amended in writing or terminated as provided herein.

4. AMENDMENTS

This Agreement together with the attached exhibits is the whole Agreement between the Parties. This Agreement may be amended only in writing, duly executed by the Parties. Either party may request changes to this Agreement.

5. NOTICES

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

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

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

6. DISBURSEMENT OF GRANT FUNDS

- 6.1 The County may authorize, at the County's sole discretion, release of a portion of the Grant Award Funds to Grant Recipient, upon execution of this Agreement, and receipt of Grant Recipient's County-approved completed Scope of Work and Project Budget (see Section 1 and **Exhibits B and C**).
- 6.2 The County shall initiate authorization for payment and disbursement of Grant Award Funds after approval of sufficiently detailed Project-related invoices submitted by Grant Recipient. The County shall make payment to Grant Recipient not more than thirty (30) days after a complete and accurate invoice and

any other required documentation is received and approved.

- 6.3 Grant Recipient shall submit the final invoice, supporting documentation and any outstanding deliverables, as specified in the Scope of Work (**Exhibit B**) and Project Budget (**Exhibit C**), within thirty (30) days of the date this Agreement expires or is terminated. If the Grant Recipient’s final invoice, supporting documentation and reports are not submitted by that day, the County will be relieved of all liability for payment to Grant Recipient of that invoice or any subsequent invoice.

7. GRANT REPORTING

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

8. COMPLETION OF THE PROJECT

Grant Recipient shall complete the Project described in Section 1.1 and **Exhibits A, B and C** of this Agreement. If Grant Recipient cannot complete the Project as described, the County shall be released from any obligation to fund the Project, and the County in its sole discretion may reallocate such funds for other projects, including in in other jurisdictions.

Pursuant to Section 19, Termination, this Agreement will be terminated if the Grant Recipient is unable or unwilling to expend the Grant Award Funds for the Project as provided in this Agreement. The Grant Recipient may not redirect Grant Award Funds for a purpose other than completion of the Project as described in the Scope of Work in at **Exhibit B**.

9. COMMUNICATION AND KING COUNTY MILESTONE NOTIFICATION

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

- 9.1 Events: Grant Recipient shall invite and recognize Office of Performance, Strategy and Budget, and the King County logo at all events promoting the Project, and at the final Project dedication.
- 9.2 Community Relations: Grant Recipient shall recognize King County in all social media, websites, brochures, banners, posters, press releases, and other promotional material related to the Project.
- 9.3 King County Notification: Grant Recipient shall notify the King County Project Manager and the Office of Performance, Strategy and Budget 30 days prior to any major milestone, such as a groundbreaking or opening dates.
- 9.4 King County Council Notification: If Grant Recipient is a school district or other governmental entity notification to the King County Council 30 days prior to any major milestone, such as a groundbreaking or opening dates is, required.



- 9.5 Signage: Grant Recipient shall recognize King County on any signage as a funder/contributor of project/facility. Grant Recipient is required to use appropriate King County logo on any signage and communications.

#### DISPOSITION OF REMAINING GRANT AWARD FUNDS

Any Grant Award proceeds in excess of those required to be provided by the County for the actual costs of the Project shall remain with the County for use in its sole discretion consistent with the requirements applicable to the bonds that funded the Grant Award.

#### 10. PUBLIC ACCESS

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

Grant Recipient shall notify the public of the availability of use by posting and updating that information on its website and by maintaining at entrances and/or other locations openly visible signs with such information. Fees for use of the Facility shall be no greater than those generally charged by public operators of similar facilities in King County.

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

#### 11. COVENANTS

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

#### 12. CONSTRUCTION OF THE FACILITY

- 12.1 Capital Improvements.

Grant Recipient shall design, develop, and construct mutually agreed upon Facility, features, and amenities in accordance with all applicable design(s), timelines, restrictions, environmental considerations, permitting determinations, neighborhood impact mitigations, and all other requirements in coordination with King County staff. All contracted work by Grant Recipient, its agents,

representatives, or subcontractors, shall be bonded and properly insured to ensure the complete and safe design and construction of all facilities, features, and amenities. As between Grant Recipient and King County, Grant Recipient will be solely responsible to comply with all applicable authorities and to obtain all necessary permits, approvals, and endorsements for the Project.

12.2 Warranties.

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

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

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

12.3 Right to Inspect-Construction.

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

12.4 Design.

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

12.5 Alteration of Site or Facility after Construction.

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

12.6 Development and Construction Fees and Expenses.

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

12.7 Public Works Laws.

The Grant Recipient certifies that all contractors and subcontractors performing work on the Project shall comply with state Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable to the Project funded by the Grant Award, including but not limited to the filing of the “Statement of Intent to Pay Prevailing Wages” and “Affidavit of Wages Paid” as required by RCW 39.12.040. The Grant Recipient shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for King County Department of Local Services’ review upon request. Grant Recipient will comply with all other applicable public works laws, regulations, and ordinances, including but not limited to those related to retainage (see RCW 60.28), bonding (see RCW 39.08), use of licensed contractors (see RCW 39.06), and competitive bidding (see RCW 36.32 and RCW 35.21.278). Grant Recipient will indemnify and defend King County should it be sued or made the subject of an administrative investigation or hearing for a violation of such laws, regulations, and ordinances in connection with the improvements.

12.8 Contractor Indemnification and Hold Harmless.

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

12.9 Minimum Scope and Limits of Insurance.

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

13. INTERNAL CONTROL AND ACCOUNTING SYSTEM

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

14. MAINTENANCE OF RECORDS

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

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

16. RIGHT TO INSPECT

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

17. COMPLIANCE WITH ALL LAWS AND REGULATIONS

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

18. CORRECTIVE ACTION

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

19. TERMINATION

- 19.1 If the termination results from acts or omissions of Grant Recipient, including but not limited to misappropriation, nonperformance of required services, or fiscal mismanagement, Grant Recipient shall return to the County immediately any funds, misappropriated or unexpended, which have been paid to Grant Recipient by the County.
- 19.2 Any King County obligations under this Agreement beyond the current appropriation biennium are conditioned upon the County Council's appropriation of sufficient funds to support such obligations. If the Council does not approve such appropriation, then this Agreement will terminate automatically at the close of the current appropriation biennium.
- 19.3 The Agreement will be terminated if the Grant Recipient is unable or unwilling to expend the Grant Award Funds as specified in Section 1 and Exhibits B, C and F, or upon reimbursement by the Grant Recipient to the County of all unexpended proceeds provided by the County pursuant to this Agreement and payment of all amounts due pursuant to Section 6.

20. FUTURE SUPPORT; UTILITIES AND SERVICE

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

21. HOLD HARMLESS AND INDEMNIFICATION

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

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

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

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

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

In the event it is determined that RCW 4.24.115 applies to this Agreement, the Grant Recipient agrees to protect, defend, indemnify and save the County, its officers, officials, employees and agents from any and all claims, demands, suits, penalties, losses damages judgments, or costs of any kind whatsoever for bodily injury to persons or damage to property (hereinafter "claims"), arising out of or in any way resulting from the Grant Recipient's officers, employees, agents and/or subcontractors of all tiers, acts or

omissions, performance or failure to perform the rights and privileges granted under this Agreement, to the maximum extent permitted by law or as defined by RCW 4.24.115, as now enacted or hereafter amended.

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

22. NONDISCRIMINATION

King County Code ("KCC") chapters 12.16, 12.17 through 12.18 apply to this Agreement and are incorporated by this reference as if fully set forth herein. In all hiring or employment made possible or resulting from this Agreement, there shall be no discrimination against any employee or applicant for employment because of sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except minimum age and retirement provisions, unless based upon a bona fide occupational qualification.

23. CONFLICT OF INTEREST

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

24. POLITICAL ACTIVITY PROHIBITED

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

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

- A. As between the County and Grant Recipient, Grant Recipient shall be responsible to operate and maintain the completed Facility at its own sole expense and risk. Grant Recipient shall maintain the completed Facility in good working condition consistent with applicable standards and guidelines. Grant Recipient understands, acknowledges, and agrees that the County is not responsible to operate or to maintain the Facility in any way.
- B. Grant Recipient shall be responsible for all property purchased pursuant to this Agreement, including the proper care and maintenance of any equipment.
- C. Grant Recipient shall establish and maintain inventory records and transaction documents (purchase requisitions, packing slips, invoices, receipts) of equipment and materials purchased with Grant Award Funds. **Grant Recipient's duties under this Section shall survive the expiration of this Agreement and remain in effect for the period set forth in Section 15.**

26. ASSIGNMENT

Grant Recipient shall not assign any portion of rights and obligations under this Agreement or transfer or assign any claim arising pursuant to this Agreement without the written consent of the County. Grant Recipient must seek such consent in writing not less than fifteen (15) days prior to the date of any proposed assignment.

27. WAIVER OF BREACH OR DEFAULT

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

28. TAXES

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

29. WASHINGTON LAW CONTROLLING; WHERE ACTIONS BROUGHT

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

30. PUBLIC DOCUMENT

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

31. LEGAL RELATIONS

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

32. PERMITS AND LICENSES

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

33. INTERPRETATION OF COUNTY RULES AND REGULATIONS

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

34. ENTIRE AGREEMENT

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

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

**KING COUNTY**

Signature \_\_\_\_\_

Name \_\_\_\_\_ Dwight Dively \_\_\_\_\_

Title \_\_\_\_\_ Budget Director \_\_\_\_\_

Date \_\_\_\_\_

**CITY OF ALGONA**

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_



## Exhibit A- Map of Facility and Location

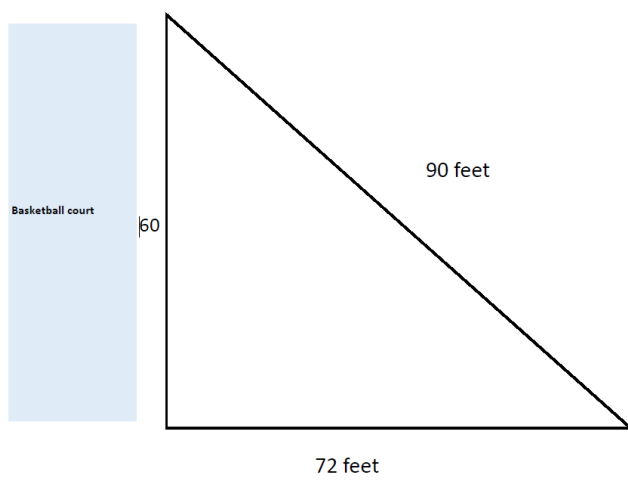
402 Warde St.

Algona, WA 98001

sound garden site



### Sound Garden Dimensions



### **Exhibit B- Scope of Work**

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

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

#### **I. PROJECT/PROGRAM PERIOD**

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

**Exhibit C- Project Budget****KING COUNTY PROGRAM INFORMATION**

King County Program ID:	
Funding Source:	
Division:	PSB

King County Grant Manager:	
Full Program Name:	

**KING COUNTY ORACLE EBS INFORMATION**

P:	
O:	
E:	
T:	
A:	

**CONTRACTOR INFORMATION**

Organization Name:	City of Algona
Contact Person Name:	Gary Klein
Contact Person Email:	<a href="mailto:garyk@AlgonaWA.gov">garyk@AlgonaWA.gov</a>
Organization Address:	200 Washington Blvd
Address Line 2:	Algona, WA 98001
King County Supplier #:	
PSB Contract #:	
Grant/Contract Period:	

**TOTAL GRANT SUMMARY BUDGET**

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

**DETAILED BUDGET BY EXPENSE CATEGORY**

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

**Exhibit D- Timeline and Milestones**

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

### **Exhibit E- Insurance Requirements**

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

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

- Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury, personal and advertising injury, and property damage. Coverage shall be at least as broad as that afforded under ISO form number CG 00 01 current edition. Such insurance shall include coverage for, but not limited to, ongoing operations, products and completed operations, and contractual liability. Such limits may be satisfied by a single primary limit or by a combination of separate primary and umbrella or excess liability policies, provided that coverage under the latter shall be at least as broad as that afforded under the primary policy and satisfy all other requirements applicable to liability insurance including but not limited to additional insured status to the County.
- Workers Compensation: Workers Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this Work and Services by applicable federal or “Other States” State law.
- Employers Liability or “Stop Gap” coverage: \$1,000,000 each occurrence and shall be at least as broad as the protection provided by the Workers Compensation policy Part 2 (Employers Liability), or, in states with monopolistic state funds, the protection provided by the “Stop Gap” endorsement to the General Liability policy Part 2 (Employers Liability), or, in states with monopolistic state funds, the protection provided by the “Stop Gap” endorsement to the General Liability policy.

**EXHIBIT F****TAX COVENANTS****TAX COVENANTS**

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

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

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

**Treatment as Grant.**

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

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

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

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

This Agreement is a grant agreement.

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

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

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

**EXHIBIT G**  
**PREVAILING WAGE CERTIFICATION**

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

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

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

---

SIGNATURE

---

DATE





## CITY COUNCIL

## AGENDA BILL # AB23-0096

City of Algona  
200 Washington Blvd.  
Algona, WA 98001

## ITEM INFORMATION

## SUBJECT:

**Resolution 1265-23, Public Works Property Surplus**

Agenda Date: October 23<sup>rd</sup>, 2023

Department/Committee/Individual	Created	Reviewed
Mayor		
City Administrator		
City Attorney		
City Clerk		x
Finance Dept		
PW/Utilities	x	x
Planning Dept		
Community Services		
Police Dept		
Finance Committee		
Planning Commission		
Civil Service Committee		

Staff Contact: Russ Avery, Public Works Director

Attachments: Resolution 1265-23; list of items

## SUMMARY STATEMENT:

Public Works put together a list of items for surplus.

## COMMITTEE REVIEW AND RECOMMENDATION:

## RECOMMENDED ACTION:

**Make a motion to approve Resolution 1265-23.**

## RECORD OF COUNCIL ACTION

Meeting Date: Action: Vote:



## CITY COUNCIL

## AGENDA BILL # AB23-0088

City of Algona  
200 Washington Blvd.  
Algona, WA 98001

## ITEM INFORMATION

<b>SUBJECT:</b>  <b>Ordinance 1226-23, Right of Way Vacation for a portion of 1<sup>st</sup> Ave N on the west side of West Valley Hwy</b>	<b>Agenda Date: October 23<sup>rd</sup>, 2023</b>		
	Department/Committee/Individual	Created	Reviewed
	Mayor		
	City Administrator		X
	City Attorney	X	X
	City Clerk		X
	Finance Dept		
	PW/Utilities		
	Planning Dept		X
	Community Services		
Cost Impact:	Police Dept		
Fund Source:	Finance Committee		
Timeline: 1 <sup>st</sup> review – 8/14/23	Planning Commission		
2 <sup>nd</sup> review and Public Hearing – 8/28/23	Civil Service Committee		
3 <sup>rd</sup> review – 10/16/23; 4 <sup>th</sup> review – 10/23/23			
<b>Staff Contact: Russ Avery, Public Works Director; Jessica Griess, City Administrator</b>			
<b>Attachments: Ordinance 1226-23</b>			
<b>SUMMARY STATEMENT:</b> <p>The City received an application for a right-of-way vacation for the Algona Village project. The right of way is located on the west side of West Valley Hwy across the street from 1<sup>st</sup> Ave. The owner's property surrounds the area requested to be vacated. There are no utilities located in the right of way. The ordinance authorizes the vacation of the mentioned right of way to Algona View Investment, LLC at the full appraised amount. There have been no public comments or objections.</p>			
<b>COMMITTEE REVIEW AND RECOMMENDATION:</b>			
<b>RECOMMENDED ACTION:</b> <b>Make a motion to approve Ordinance 1226-23.</b>			
<b>RECORD OF COUNCIL ACTION</b>			
Meeting Date:	Action:	Vote:	

# CITY OF ALGONA, WASHINGTON

## ORDINANCE NO. 1226-23

---

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALGONA, WASHINGTON, VACATING A PORTION OF THE 1<sup>st</sup> AVENUE NORTH PUBLIC RIGHT-OF-WAY; ADOPTING SUPPORTIVE FINDINGS; REQUIRING COMPENSATION TO THE CITY; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.**

---

**WHEREAS**, Algona View Investment, LLC is the owner of Property Tax Lot 3356407842, located within the City of Algona; and

**WHEREAS**, the City Council passed Resolution No. 1259-23 on July 24, 2023, setting a public hearing on the proposed vacation as required by Chapter 35.79 RCW; and

**WHEREAS**, the City Council held a duly-noticed public hearing on August 28, 2023, to receive public comment and testimony on the proposed vacation; and

**WHEREAS**, after considering all testimony and information presented at the public hearing, as well as any written comments submitted, the City Council has determined that the requested vacation should be granted subject to the terms and conditions set forth herein;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ALGONA DO ORDAIN AS FOLLOWS:**

**Section 1. Findings.** The City Council hereby adopts the above recitals as findings in support of this ordinance. The Council further enters the following findings:

- A. The City Council is authorized by state law, including without limitation RCW 35A.11.020, RCW 35A.47.020, and Chapter 35.79 RCW, to vacate public rights-of-way.
- B. The right-of-way area proposed for vacation is surplus to the City's needs. The City does not have plans to further improve or otherwise utilize said area.
- C. The proposed vacation would not impair access to any property or otherwise impinge upon the legally recognized property rights of any landowner.
- D. The right-of-way area proposed for vacation is unimproved and has utility primarily to the owner of the abutting property.
- E. The proposed vacation will serve the public interest by, *inter alia*, eliminating City maintenance responsibility for the subject property; generating revenue for the City; and preventing and/or minimizing economic waste.
- F. The owner of the property abutting the right-of-way area proposed for vacation has expressly requested the vacation and has not filed any written objection.
- G. No other parties have submitted written comments objecting to the proposed vacation or otherwise testified in opposition thereto.
- H. The proposed vacation does not violate applicable City regulations or Comprehensive Plan provisions.

- I. The proposed vacation is categorically exempt from SEPA review pursuant to WAC 197-11-800(2)(i).
- J. The area proposed for vacation has been part of a dedicated public right-of-way for over 25 years, was acquired at public expense, and/or is otherwise compensable as a prerequisite to vacation at the full appraised value thereof.
- K. The adjacent landowner commissioned an independent appraisal to determine the monetary value of the right-of-way area proposed for vacation, and such appraisal is set forth in that certain report prepared by Akrivis Real Estate Valuation Services, dated May 17, 2023, and titled *Evaluation – Residential - Land* (“Appraisal Report”).

**Section 2. Vacation.** The portion of the 1<sup>st</sup> Avenue North public right-of-way, as depicted in Exhibit A and legally described in Exhibit B, attached hereto and incorporated herein by this reference as if set forth in full, is hereby vacated subject to the terms and conditions of this ordinance.

**Section 3. Compensation.** Pursuant to RCW 35.79.030, the vacation authorized under Section 2 of this ordinance shall not take effect unless and until the adjacent landowner has remitted monetary compensation to the City in an amount reflecting the full value of the vacated right-of-way area as set forth in the Appraisal Report.

**Section 4. Certification; Recording.** Following the effective date of this ordinance, the City Clerk or her designee shall record a certified copy of this ordinance in the office of the King County Auditor.

**Section 5. Severability.** If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

**Section 6. Effective Date.** This ordinance shall take effect five (5) days after passage and publication of an approved summary hereof consisting of the title, but not sooner than the City’s receipt of the compensatory payment required pursuant to Section 3. This ordinance shall not be published or recorded unless and until such payment has been remitted in full.

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_.**

\_\_\_\_\_  
Troy Linnell, Mayor

**ATTEST:**

\_\_\_\_\_  
Jessica Griess, City Administrator/City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
J. Zachary Lell

{JZL2695350.DOCX;1/13150.000007/ }

City Attorney

Filed with the City Clerk:  
Passed by the City Council:  
Ordinance No.: 1226-23

**Exhibit A**

THAT PORTION OF LAND LYING WITHIN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 21 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN BEING DESCRIBED AS FOLLOWS.

THAT PORTION OF 1<sup>ST</sup> AVENUE, CD HILLMAN'S PACIFIC CITY ADDITION TO SEATTLE DIVISION NUMBER 6. RECORDED DECEMBER 4<sup>TH</sup> 1906 IN VOLUME 14 OF PLATS, PAGE 30, RECORDS OF KING COUNTY, WASHINGTON.

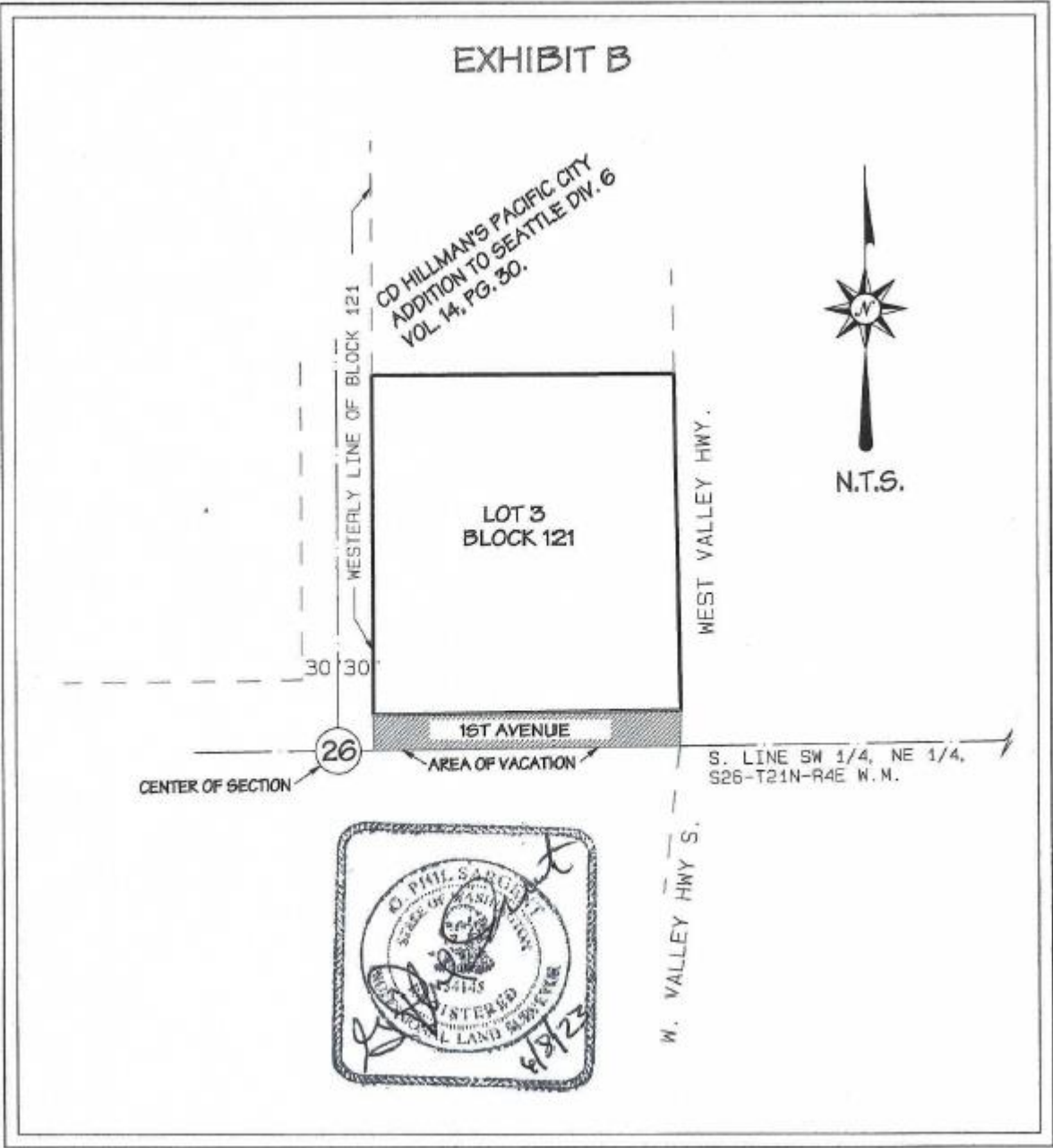
SAID PORTION BEING THAT PORTION OF FIRST AVENUE, LYING SOUTH OF LOT THREE AND EAST OF THE WESTERLY LINE OF BLOCK 121 EXTENDED AND WEST OF THE WESTERLY RIGHT OF WAY MARGIN OF WEST VALLEY HIGHWAY SOUTH.

CONTAINING 7697+/- SF (0.18 ACRES MORE OR LESS)

SITUATE IN THE COUNTY OF KING STATE OF WASHINGTON.



Exhibit B





Report Type: Evaluation - Residential - Land  
Subject Property: New Vacant Lot, Algona, WA  
Requested By: Algona view investment  
Institution: Individual Order  
Request Date: 5/10/2023  
Evaluation ID: 20230510\_35739 west valley hwy

**Algona view investment  
New Vacant Lot  
Algona, WA 98001**



 Akrivis  
1428 Midway Rd  
Menasha, WI 54952  
[question@akrivisteam.com](mailto:question@akrivisteam.com)



## EVALUATION SUMMARY

This report is for:	Algona view investment
Effective Date:	5/16/2023
Report Date:	5/16/2023
Subject Photos:	Author retrieved third-party image of the subject.

Approach	Value Indication	Value per acre
Sales Comparison	\$72,200	\$401,111
<b>Reconciled Market Value</b>		
<b>As Is</b>	<b>\$72,200</b>	<b>\$401,111</b>

Valued As: Fee Simple

Author: Jon Zawicki



## Subject Information

Property Type:	Residential - Land
Residential Style:	Vacant Land
Address:	New Vacant Lot, Algona, WA
Parcel ID(s):	335640-7842
Legal Description:	HILLMANS CD PACIFIC CITY DIV #6
Zoning (if available):	Single Family Residential
Assessment:	\$2,534,700 (2022)

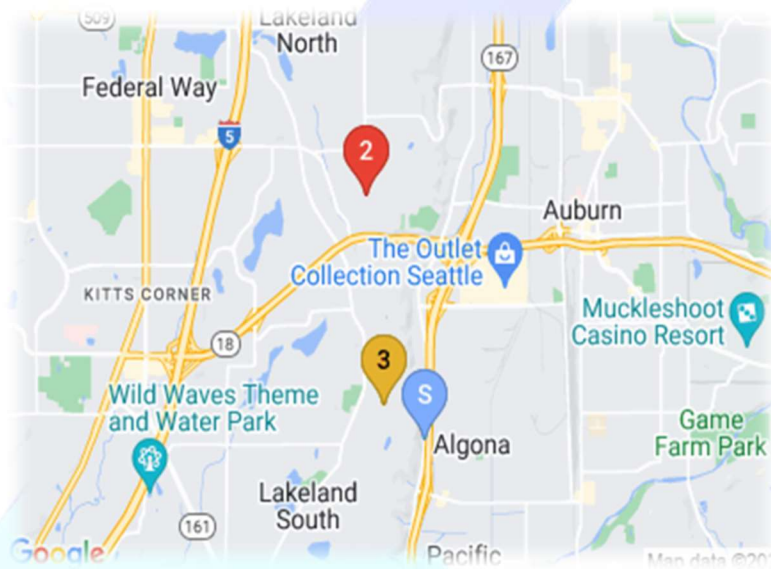
Surrounding Area:	stable	Market Trend:	stable
Real Estate Values:	stable	Area Vacancy:	0% - 5%
FEMA Panel #:	53033C1250G	In a Flood Plain:	No

Sales in the past 3 years:	0
----------------------------	---

## MAPS

### Comparable Sales Map

Property	Pin	Address	Approx. Distance to Subject
Subject	S	New Vacant Lot, Algona, WA 98001	N/A
Comp 1	1	35452 54th Ave S, Auburn, WA 98001	3.9 mi
Comp 2	2	Lot, 51st Ave S, Auburn, WA 98001	3.4 mi
Comp 3	3	35518 54th Ave S, Auburn, WA 98001	3.9 mi



### Aerial View of Subject



## SALES COMPARISON APPROACH

### Subject and Comparable Photos

#### Subject Property

New Vacant Lot  
Algona, WA  
- SF / 0.18 acres



#### Comparable 1

35452 54th Ave S  
Auburn, WA  
- SF / 0.11 acres



#### Comparable 2

Lot, 51st Ave S  
Auburn, WA  
- SF / 0.44 acres



#### Comparable 3

35518 54th Ave S  
Auburn, WA  
- SF / 0.55 acres



## Sales Comparison Approach Grid

	Subject	Comparable 1	Adj.	Comparable 2	Adj.	Comparable 3	Adj.
Address	New Vacant Lot	35452 54th Ave S		Lot, 51st Ave S		35518 54th Ave S	
Current Use	Land	Land		Land		Land	
Sale Date	-	6/10/2022	\$745	5/2/2023	\$35	4/4/2023	\$98
Sale Price	-	\$79,950		\$90,000		\$85,000	
Time-Adj Sale Price	-	\$80,695		\$90,035		\$85,098	
Adj \$ per acre	-	\$732,304.76		\$204,623.91		\$154,723.29	
Location	-	comparable	-	comparable	-	comparable	-
Site Acres	0.18	0.11	\$4,900	0.44	-\$18,200	0.55	-\$25,900
Water Frontage	-	-	-	-	-	-	-
Year Built	-	-	-	-	-	-	-
Const. Quality	average	average	-	average	-	average	-
Prop. Condition	average	average	-	average	-	average	-
Building SF							
Above Grade	-	-	-	-	-	-	-
Below Grade (Finished)	-	-	-	-	-	-	-
Below Grade Finish	-	-	-	-	-	-	-
Outbuilding Value	-	-	-	-	-	-	-
Other Attributes	-	-	-	-	-	-	-
Bedrooms	-	-	-	-	-	-	-
Baths (Full / ¾ / Half)	- / - / -	- / - / -	-	- / - / -	-	- / - / -	-
Parking (att./det./carport)	- / - / -	- / - / -	-	- / - / -	-	- / - / -	-
Adjusted Value	-	\$85,595		\$71,835		\$59,198	
Gross Adjustments	-		\$5,645		\$18,235		\$25,998
Net Adjustments	-		\$5,645		-\$18,165		-\$25,802
Weight	-	33%		33%		33%	

<b>Sales Approach Indicated Value:</b>	<b>\$72,200</b>
\$ per acre	\$401,111

## Sales Comparison Approach Dissertation

The subject is a residential land property located in Algona, WA. The search for comparable sales focused on similar properties in the subject's area that sold in the past 24 months. We applied adjustments for the site size of the comparable properties. We also applied a 1% annual time adjustment to each comparable property to account for the current state of the market.



# PROPERTY TAX BILLS

Tax payer name: AMBIKA INVESTMENT LLC

159999

Tax account number: 375160672107

—


Parcel number: 3751606721

Tax account status: This account is active.

Mailing address on file:

26220 116TH AVE SE #201

KENT WA 98030


[Pay by mail](#)

Billing Details


—

DELINQUENT FIRST HALF 2023 AND PRIOR YEAR(S) AMOUNT DUE IF PAID OR POSTMARKED BY MAY 31, 2023.

Current Year:


2023 1st Half

\$1,131.65

ADD 

2023 2nd Half


\$1,109.45

ADD 

Prior Year Delinquent Tax:

2022

\$1,381.03

ADD 

## CONCLUSION

---

The subject is a residential property that is currently being used as a land. It is located in a suburban area at New Vacant Lot in Algona, WA. The subject is undeveloped, and the land is in average condition. The subject's site is 0.18 acres. Traffic in the subject's area is low, and in general the subject's area is stable. This analysis did not include a current site visit to the subject property. The subject property has not sold in the past three years. The information for the subject property was obtained from assessor records, a current listing, resources provided by the client, and general research.

We identified three (3) comparable properties in similar locations that have sold. These sales took place between June 2022 and May 2023. We used these three properties as comparable sales to help determine the estimated market value of the subject. For more substance regarding the comparable property selection, please refer to the discussion below the Sales Comparison Grid.

**"MARKET VALUE"** means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and acting in what they consider their own best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

*Source: 12 CFR § 34.42(h) (2022)*

### Comparable Sale Details

Comparable Sale #1 is a residential property that sits on 0.11 acres of land, and we consider its location to be comparable to the subject's. It is currently being used as a land. We consider the property to be in average condition.

Comparable Sale #2 is a residential property that sits on 0.44 acres of land, and we consider its location to be comparable to the subject's. It is currently being used as a land. We consider the property to be in average condition.

Comparable Sale #3 is a residential property that sits on 0.55 acres of land, and we consider its location to be comparable to the subject's. It is currently being used as a land. We consider the property to be in average condition.

There are three general approaches that can be considered during our evaluation process: the Sales Comparison Approach, the Income Approach, and the Cost Approach. The Sales Comparison Approach is by default always utilized. You, the customer, are able to request the other approaches at time of order. For this evaluation, the approaches utilized were as follows:

Approach	Value Indication	Value per acre
Sales Comparison	\$72,200	\$401,111
<b>Reconciled Market Value</b>		
<b>As Is</b>	<b>\$72,200</b>	<b>\$401,111</b>

### Author’s Final Dissertation

Assessed values are reflective of the parcels the new lot is being taken from, not the evaluated land area itself. GIS screenshot reflects the same.

## INTERNAL REVIEW

### FIRREA COMPLIANCE

- |   | Confirmed                           |
|---|-------------------------------------|
| 1. Property location was identified.  | <input checked="" type="checkbox"/> |
| 2. Description of the property and its current & projected use.   | <input checked="" type="checkbox"/> |
| 3. Estimate of the property's market value in its actual physical condition, use, and zoning designation as of the effective date.                        | <input checked="" type="checkbox"/> |
| 4. What method was used to confirm the property's actual physical condition?  |                                     |
| Exterior Inspection   | <input type="checkbox"/>            |
| Interior Inspection   | <input type="checkbox"/>            |
| Not Inspected – author obtained third-party image(s) of the subject. Client confirmed third-party images are sufficient to determine subject's condition. | <input checked="" type="checkbox"/> |
| 5. Substantial dissertation in regard to the analysis used in valuing the property.   | <input checked="" type="checkbox"/> |
| 6. Preparer arrived at a reasonable estimate of "Market Value"  | <input checked="" type="checkbox"/> |

External sources utilized in this analysis include local public data (e.g. assessors), third-party real estate market data (e.g. Zillow), and third-party map data (e.g. Google Maps).

### Quality Review of the Report

- |   | Confirmed                           |
|---|-------------------------------------|
| 1. Outbuildings, if applicable, accounted for.    | <input checked="" type="checkbox"/> |
| 2. All photos are inserted and verified.          | <input checked="" type="checkbox"/> |
| 3. Main page complete with signature.             | <input checked="" type="checkbox"/> |
| 4. All requested approaches complete.             | <input checked="" type="checkbox"/> |
| 5. Effective date verified.                       | <input checked="" type="checkbox"/> |
| 6. Dissertations accurate and complete.           | <input checked="" type="checkbox"/> |
| 7. Current tax bill inserted.                     | <input checked="" type="checkbox"/> |
| 8. Conclusion is accurate and complete.           | <input checked="" type="checkbox"/> |
| 9. Maps page is accurate and complete.            | <input checked="" type="checkbox"/> |
| 10. Interior inspection, if applicable, reviewed. | <input checked="" type="checkbox"/> |

### Reviewer's Notes

None

Review Completed By: Jake Connell

Review Date: 5/17/2023





## TERMS AND CONDITIONS

This report is an evaluation, it is not an appraisal. This report is, to the best of our knowledge, compliant with the reporting requirements for an evaluation as specified in the Interagency Appraisal and Evaluation Guidelines issued on December 10, 2010 (FIRREA). Our opinions and conclusions set forth herein are limited to Client's use only. This report contains only brief discussions or statements of the data and analysis used to estimate the market value of the subject Property. The scope of the assignment and report content is specific to the needs of the client and for their intended use only. Akrivis is not responsible for unauthorized use of this report.

Akrivis will always utilize a Sales Comparison approach to help determine the estimated market value of the subject Property. After the evaluation request receipt, Akrivis will dispatch and take a new picture of the subject property (provided it can be done without violating any law). Customers are also able to request both an Income Approach as well as a Cost Approach. In such a case, Akrivis will consider all approaches performed and will reconcile to a final suggested property value for the subject. An interior inspection will be conducted upon the Customer's request. The Customer will need to obtain the necessary permission for Akrivis to view the interior. Unless an interior inspection is specifically arranged between the parties, Akrivis will not consider any conditions affecting the subject Property which are not externally visible and apparent from the exterior of the subject Property. Accordingly, the subject Property may be affected by conditions or other physical hazards that are not known to or considered by Akrivis.

Along with an exterior inspection, Akrivis will utilize large commercial data bases of comparable real property sales and other data from sources, all of which Akrivis reasonably believes to be reliable. However, no responsibility is assumed for the accuracy of any information supplied by third parties. The subject Property will also be photographed along with the three comparable sales. Location, property condition, construction quality and building square footage will be researched and analyzed. All information will be verified with public records when possible or third party sources deemed to be reliable.

There are some assumptions and limited conditions for this report. The records from the tax assessor's office may not be accurate, current, fully detailed, or complete. There may be other governmental or public records other than the tax assessor's office with relevant information which were not known to nor used by Akrivis unless specifically referenced in this report. Akrivis has not obtained nor reviewed a survey, title report, engineering report, natural hazard report or other similar information regarding the subject Property. The subject is assumed to be compliant with relevant zoning regulations – if the subject's specific zoning designation is not available, Akrivis may assume a general zoning designation. Unless stated otherwise, Akrivis projects that the subject's future use will be the same as its current use.

### Main Data Source Listing (including, but not limited to)

- |                             |                                |
|-----------------------------|--------------------------------|
| 1. CoStar                   | 6. Assessor Data (.org)        |
| 2. SDS (Sales Data Service) | 7. Municipality Assessor       |
| 3. LoopNet                  | 8. Zillow (Residential citing) |
| 4. County Websites          | 9. Google Earth                |
| 5. WeGoLook                 |                                |

## CERTIFICATION

---

We certify that, to the best of our knowledge and belief, the statements of facts contained in this report are true and correct. Our findings, opinions, and conclusions are limited only by the reported assumptions and limiting conditions. We have no present or prospective interest in the property or bias with respect to the property that is the subject of this report or to the parties involved. Our engagement and compensation in this assignment was not contingent upon developing or reporting predetermined results that favor the cause of the client.

**Author:** Jon Zawicki  
jonz@akrivisteam.com

