

**MEMORANDUM OF UNDERSTANDING
BETWEEN KING COUNTY AND THE CITY OF KIRKLAND
FOR FUNDING THE ACQUISITION OF PROPERTY ADJACENT TO BIG FINN HILL PARK**

THIS MEMORANDUM OF UNDERSTANDING (the "MOU") is made and entered into by and between the City of Kirkland ("Kirkland") and the King County Parks and Recreation Division of the Department of Natural Resources and Parks ("KC Parks"), individually referred to as the "Party" and collectively referred to as the "Parties".

RECITALS

WHEREAS, in November 2022, KC Parks completed a two-phase acquisition of parcels from the Kosalos family (King County parcels 2426049033 and 2426049032). These parcels ("the Property") are in the City of Kirkland and adjacent to Big Finn Hill Park, which is managed and operated by King County Parks. See Attachment A for the Purchase and Sale Agreement that documents this acquisition.

WHEREAS, acquiring the property prevents the threat of future development, conserves natural resources and important habitat, and adds to parkland available for public recreation. The Property also contributes to Kirkland's long-term vision of establishing a Green Loop Trail corridor. The Parties recognize the benefit of partnering to purchase this Property.

WHEREAS, Kirkland was an essential and supportive partner in acquiring the Property, contributing a total of \$1,000,000 to the purchase from two different funding sources: 1) \$500,000 in Green Loop Funds provided through the *2020-2025 King County Parks, Recreation, Trails and Open Space Levy* and 2) \$500,000 received from KC Park's *Parks Capital and Open Space* grant program, contract #6328759 (KC Grant). See Attachment B for the KC Grant agreement describing this financial award.

WHEREAS, Phase 1 of the Property acquisition closed on May 19, 2021, and Kirkland contributed \$500,000 of Green Loop Funds.

WHEREAS, Phase 2 of the Property acquisition closed on November 1, 2022, and Kirkland contributed \$500,000 secured through the KC Grant for this purpose.

WHEREAS, given the purchase and sale agreement timeline, the Parties agreed that transferring Kirkland funding contributions held by KC Parks directly into escrow most efficiently achieved the Parties' shared objectives to acquire the Property. This funding approach did not align with the typical budgeting practices for Green Loop Funds or for the KC Grant. In both cases, Kirkland would typically have contributed funds directly to the acquisition, then sought reimbursement for those expenses from KC Parks.

WHEREAS, Kirkland has interest in the Property to protect tree canopy, conserve natural resources, protect an important wildlife habitat, and provide for passive recreational use, all of which is consistent with the Green Loop Trail project.

WHEREAS, the Parties acknowledge that execution of this MOU is not a substitute for the KC Grant Agreement attached hereto as Exhibit B.

NOW, THEREFORE by their signatures below, KC Parks and Kirkland agree as follows:

1. PURPOSE

The purpose of this MOU is to document Kirkland's financial contributions to acquire the Property, and to set forth the rights, responsibilities, and obligations of the Parties relating to the Property moving forward.

2. KC PARKS RESPONSIBILITIES

2.1 KC Parks owns and operates the adjacent Big Finn Hill Park and agrees to incorporate the Property as part of ongoing operations and management moving forward. KC Parks will coordinate with Kirkland about operations and maintenance needs of mutual interest, particularly where Kirkland owns adjacent property to the south.

2.2 KC Parks will lead a public engagement process to inform how the Property will be developed and programmed for environmental and recreational purposes.

2.3 KC Parks will include Kirkland in all planning efforts to ensure alignment and efficiency with other city planning and engagement efforts, such as the Green Loop Trail concept.

3. KIRKLAND RESPONSIBILITIES

3.1 Kirkland acknowledges that the Property directly supports the city's Parks and Community Services mission to provide high quality parks and recreation services and to protect natural areas. This project also meets the city's goals of acquiring open spaces that are available to all, enhancing the quality of life in the community, and protecting and preserving publicly owned natural resource areas.

3.2 Kirkland owns the adjacent property to the south (PIN 2426049152) and will coordinate with KC Parks about operations and maintenance activities where efficiencies can be achieved.

3.3 Kirkland will participate in planning efforts related to the Property to ensure that outcomes align with the city's overall objectives and vision for the city's recreational system.

3.4 Kirkland will include KC Parks in planning efforts related to the Green Loop Trail project as it pertains to potential involvement of the Property.

4. EFFECTIVE DATE/DURATION

This MOU shall become effective immediately upon execution by the Parties. Responsibilities noted herein shall remain in effect unless and until KC Parks and Kirkland mutually agree to amend them.

5. NOTICES

Any notice required to be given by either Party to the other pursuant to the provisions of this MOU or any law, present or future, shall be in writing and shall be deemed to have been duly given or sent if either deposited in the United States Mail, or sent via email addressed to the following:

KING COUNTY Warren Jimenez King County Parks and Recreation Division Director KSC-NR-0500 201 S. Jackson Street Seattle, WA 98104-3855 Email: wjimenez@kingcounty.gov	KIRKLAND Lynn Zwaagstra Kirkland Parks and Community Services Director 123 Fifth Avenue Kirkland, WA 98033 Lzwaagstra@kirklandwa.gov
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All notices issued under this MOU shall be deemed received on the first business day after being emailed or mailed. Each Party may change its notice address set forth in this section by giving notice of a new address to the other Party in accordance with this section.

6. RETAINED RESPONSIBILITY AND AUTHORITY

Except as expressly provided for herein, the Parties retain the responsibility and authority for managing and maintaining their own respective properties.

7. LIABILITY

No liability will arise or be assumed between the Parties as a result of the Memorandum.

8. NO THIRD PARTY BENEFIT

The Memorandum and/or agreements, aims and objectives stated herein are not intended to, and do not, create any rights in any named or unnamed third parties.

9. DISPUTE RESOLUTION

If any dispute arises among the Parties which is not resolved by routine meetings or communications, the Parties agree to seek resolution of such dispute in good faith by meeting, as soon as feasible. If the Parties do not come to an agreement on the dispute, the Parties may agree to pursue mediation through a process to be mutually agreed upon, with the Parties sharing equally the costs of mediation and assuming their own costs.

10. GOVERNING LAW

This Memorandum shall be construed in accordance with the laws of the State of Washington.

11. ASSIGNMENT

Neither Party may assign or transfer the responsibilities or agreements made herein without the prior written consent of the non-assigning Party, which approval shall not be unreasonably withheld.

12. AMENDMENT

This Memorandum may only be amended or supplemented by agreement of both Parties in writing.

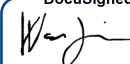

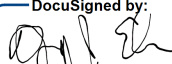
13. SEVERABILITY

If any provision of this Memorandum is found to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Memorandum is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

14. ENTIRE AGREEMENT

This MOU shall constitute all terms, conditions, and provisions agreed upon by the Parties hereto. No modification or amendment of this MOU shall be valid or effective unless evidenced by an agreement in writing signed by both Parties.

IN WITNESS WHEREOF, the Parties have executed this MOU, effective on the latest date shown below. The signatories below represent and warrant that they possess the authority to execute this MOU and bind their respective entities.

KING COUNTY Warren Jimenez Director, Parks & Recreation Division, DNRP DocuSigned by:  A1498C6DA09E46F... Date Signed: 10/17/2023 2:19 PM PDT	KIRKLAND Beth Goldberg Deputy City Manager DocuSigned by:  620446EDAE8848B... Date Signed: 10/12/2023 1:48 PM PDT
	Approved as to Form Darcey Eilers Assistant City Attorney DocuSigned by:  921EE6347FDB4F7... Date Signed: 10/12/2023 12:41 PM PDT

ATTACHMENT A – PURCHASE AND SALE AGREEMENT

KING COUNTY PARKS
BIG FINN HILL ADDITION
KOSALOS/ZEITLIN PROPERTY

REVISED REAL ESTATE PURCHASE AND SALE AGREEMENT

This Agreement is made as of the date this instrument is fully executed by and between JAMES G. KOSALOS, as a separate estate (Tax Parcel No. 242604-9032); JAMES G. KOSALOS and DEVORAH ZEITLIN, husband and wife (Tax Parcel No. 242604-9033), ("Seller"), and KING COUNTY, a political subdivision of the State of Washington ("Buyer"), for purchase and sale of that certain property situated in King County, Washington, described on Exhibit "A", and all rights appurtenant (the "Property").

1. **PURCHASE PRICE:** The total purchase price for the Property is **Four Million Five Hundred Ten Thousand and No/100 Dollars (US \$4,510,000.00)** ("Purchase Price"). The Purchase Price is payable at closing in cash. The closing will take place in two parts (Phase I and Phase II). Phase I will cover Parcel A (Tax Parcel No. 242604-9032) as described on Exhibit "A" herein (Phase I Property), Phase II will cover Parcel B (Tax Parcel No. 242604-9033) as described on Exhibit "A" herein (Phase II Property). The purchase price for the Phase I transaction shall be **One Million Three Hundred Ten Thousand and No/100 Dollars (US \$1,310,000.00)** ("Phase I Purchase Price"). The purchase price for the Phase II transaction shall be **Three Million Two Hundred Thousand and No/100 Dollars (US \$3,200,000.00)** ("Phase II Purchase Price").

1.1 **Earnest Money (Phase I):** Within five business days after the Effective Date, Buyer shall deposit to Chicago Title Company of Washington, 701 5th Avenue, Suite 2700, Seattle, WA 98104 (the "Title Company") the amount of \$52,800, which shall be paid as earnest money in part payment of the Phase I Purchase Price for the Phase I Property (the "Deposit"). The Deposit will be held by the Title Company for the benefit of the parties under the terms of this Agreement. Interest will accrue on the Deposit for the benefit of Buyer; provided, however, if Buyer forfeits the Deposit to Seller under the terms of this Agreement, then all interest accrued on the Deposit will be paid to Seller. If Buyer provides written notice to Seller satisfying or waiving Buyer's Phase I contingencies in accordance with Section 3 of this Agreement, the Deposit shall become non-refundable to Buyer except in the event of a default by Seller under this Agreement. The Deposit shall be applicable to the Phase I Purchase Price at Closing.

1.2 **Earnest Money (Phase II):** Within five business days after the Effective Date, Buyer shall deposit to Chicago Title Company of Washington, 701 5th Avenue, Suite 2700, Seattle, WA 98104 (the "Title Company") the amount of \$140,800, which shall be paid as earnest money in part payment of the Phase II Purchase Price for the Phase II Property (the "Deposit"). The Deposit will be held by the Title Company for the benefit of the parties under the terms of this Agreement. Interest will accrue on the Deposit for the benefit of Buyer; provided, however, if Buyer forfeits the Deposit to Seller under the terms of this Agreement, then all interest accrued on the Deposit will be paid to Seller. If Buyer provides written notice to Seller satisfying or waiving Buyer's Phase II contingencies in accordance with Section 3 of this Agreement, the Deposit shall become non-refundable to Buyer except in the event of a default by Seller under this Agreement. The Deposit shall be applicable to the Phase II Purchase Price at Closing.

2. **TITLE:**

2.1 **Deed:** At Phase I and Phase II closing, Seller will execute and deliver to Buyer a Statutory Warranty Deed conveying and warranting good and marketable title to the Property free and clear of all defects or encumbrances except for the lien of real estate taxes and drainage service charges not yet due and payable and those defects and/or encumbrances (if any) identified on Exhibit "B" (collectively, "Permitted Exceptions").

2.2 **Title Insurance:** At Phase I and Phase II closing, Buyer shall receive (at Buyer's expense) an owner's Standard ALTA policy of title insurance, dated as of the closing date and insuring Buyer in the amount of the Purchase Price against loss or damage by reason of defect in Buyer's title to the Property subject only to the printed exclusions appearing in the policy form and any Permitted Exceptions.

3. **CONTINGENCIES (PHASE I AND PHASE II CONTINGENCIES TO BE RELEASED UNDER SEPARATE INSTRUCTION):**

3.1 **Due Diligence Inspection and Feasibility (Phase I and Phase II):** Buyer shall satisfy itself by investigation and inspection, at its cost and expense, in its sole and absolute discretion that the condition of the Property for Buyer's contemplated use meets with its approval ("Due Diligence Contingency"). If Buyer is not satisfied with the condition of the Property, this Agreement shall terminate pursuant to Paragraph 3.5. Seller hereby grants Buyer's employees, agents or contractors a right of entry onto the Property for any site inspections performed in connection with this Due Diligence Contingency. In connection with such inspections, Buyer agrees to hold harmless, indemnify and defend Seller, its officers, agents and employees, from and against all claims, losses, or liability, for injuries, sickness or death of persons, including employees of Buyer caused by or arising out of any act, error or omission of Buyer, its officers, agents, contractors, subcontractors or employees in entering Seller's property for the above purposes, to the extent not caused by or arising out of any act, error or omission of Seller, its officers, agents and employees.

3.2 **Funding (Phase I and Phase II):** The sale of the Property is contingent on receipt of grant funding and/or appropriation by the Metropolitan King County Council of funds sufficient to close the sale.

3.3 **Boundary Line Adjustment (Phase I):** The sale of the Property is contingent on formal approval by the appropriate agency of City of Kirkland Development Services Center to adjust the boundary lines of Seller's property to exclude approximately 0.25 acres thereof to achieve the configuration depicted on Exhibit "C" attached hereto ("Phase I Property Configuration"). Such boundary line adjustment shall be at the Seller's sole facilitation and expense.

3.4 **Leases (Phase II):** The Property is subject to a lease, leases, tenancies or rights of persons in possession. Seller shall provide Buyer with a copy of the lease or, if no lease exists, disclose the terms of the tenancy within five days of the date all parties have signed this Agreement. The sale of the Property is contingent on Buyer's review and acceptance of the terms of the lease, leases, tenancies or rights of persons in possession. If Buyer determines, in its sole

and absolute discretion, that the terms of the lease, leases, tenancies or rights of persons in possession are unacceptable, Buyer may terminate this Agreement by delivering written notice of termination to Seller at any point prior to the formal removal of contingencies set forth in Paragraph 3.5 herein. In such event this Agreement shall terminate, the Parties shall have no further obligations hereunder.

3.5 Removal of Contingencies (Phase I and Phase II): King County shall have until December 15, 2021 to remove all of the Phase I contingencies. King County shall have until December 15, 2022 to remove all of the Phase II contingencies. King County may remove such contingencies by sending written notice thereof to Seller pursuant to Paragraph 7 herein. If the contingencies are not removed within this period, this Agreement shall be null and void, and the Parties shall have no further obligations hereunder.

4. RISK OF LOSS: Seller will bear the risk of loss of or damage to the Property prior to closing. In the event of such loss or damage to the Property, Seller shall promptly notify Buyer thereof and Buyer may, in its sole discretion, terminate this Agreement by giving notice of termination to the Seller.

5. SELLER'S REPRESENTATIONS, WARRANTIES AND COVENANTS: Seller represents warrants and covenants to the Buyer at the date of execution of this Agreement and the date of closing that:

5.1 Authority: Seller, and the person(s) signing on behalf of Seller, has full power and authority to execute this Agreement and perform Seller's obligations, and if Seller is a corporation, all necessary corporate action to authorize this transaction has been taken;

5.2 No Leases (Phase I): The Phase I Property is not subject to any leases, tenancies or rights of persons in possession and Seller shall not enter into or establish any leases, tenancies or rights of persons in possession prior to Closing;

5.3 No Material Defect: Seller, to the best of Seller's knowledge, is unaware of any material defect in the Property;

5.4 Debris and Personal Property: Seller will remove all debris and personal property, prior to closing, located on the Property (if any) at Seller's cost and expense, and Seller will indemnify and hold Buyer harmless from all claims and expenses arising from such removal; Provided, there exists a uninhabitable cabin on the property that has suffered fire damage. Said cabin is being sold in "AS IS, WHERE IS" condition.

5.5 Contamination: To the best of Seller's knowledge, Seller represents and warrants that he/she/it has not caused or allowed the generation, treatment, storage, or disposal of hazardous substances on the property, except in accordance with local, state, and federal statutes and regulations, nor caused or allowed the release of any hazardous substance onto, at, or near the Property. Seller, to the best of Seller's knowledge, is in compliance with all applicable laws, rules, and regulations regarding the handling of hazardous substances, has secured all necessary permits, licenses and approvals necessary to its operation on the Property, and is in compliance

with such permits. Seller has not received notice of any proceedings, claims, or lawsuits arising out of its operations on the Property and, to the best of Seller's knowledge, the property is not, nor has it ever been subject to the release of hazardous substances.

5.6 Fees and Commissions: Seller shall pay for any broker's or other commissions or fees incurred by the Seller in connection with the sale of the Property and Seller shall indemnify and hold Buyer harmless from all such claims for commission and/or fees. Buyer shall pay for any broker or other commissions or fees incurred by the Buyer and hold Sellers harmless and indemnify Sellers from any such costs.

5.7 Indemnification: Seller agrees to indemnify, defend, and hold harmless Buyer, its employees, agents, heirs and assigns, from and against any and all damage, claim, liability, or loss, including reasonable attorney's and other fees, arising out of or in any way connected to the breach of any representation or warranty contained herein up to a maximum of One Million Dollars. Such duty of indemnification shall include, but not be limited to damage, liability, or loss pursuant to all federal environmental laws, Washington State environmental laws, strict liability and common law.

5.8 Termination: If Buyer determines in its sole and absolute discretion that any representation, warranty or covenant contained herein has been breached prior to Closing, Buyer may elect to terminate this Agreement by sending written notice thereof to Seller pursuant to Paragraph 7.

6. CLOSING:

6.1 Time for Closing: The Phase I sale will be closed in the office of the Closing Agent not later than twenty-one (21) days from the date all Phase I contingencies set forth in Paragraph 3 herein have been removed, or as soon thereafter as practicable. The Phase II sale will be closed in the office of the Closing Agent not later than twenty-one (21) days from the date all Phase II contingencies set forth in Paragraph 3 herein have been removed, or as soon thereafter as practicable.

Buyer and Seller shall deposit in escrow with the Closing Agent all instruments, documents and moneys necessary to complete the sale in accordance with this Agreement. As used in this Agreement, "closing" and "date of closing" means the date on which all appropriate documents are recorded and proceeds of the sale are available for disbursement to Seller. The Closing Agent shall be:

Chicago Title Company of Washington
701 5th Avenue, Suite 2700
Seattle, WA 98104

6.2 Prorations: Closing Costs: Seller will pay real estate excise taxes (if any are due) and real property taxes prorated through the date of closing. Buyer will pay the premium for its owner's title insurance policy, the cost of recording the Statutory Warranty Deed from the Seller, and the Closing Agents escrow fees.

6.3 **Possession:** Buyer shall be entitled to possession of the Phase I Property at Closing. Buyer shall be entitled to possession of the Phase II Property at Closing.

6.4 **Seller Questionnaire:** The "Seller Questionnaire" is attached to this Agreement as Exhibit "D", and shall be completed by Seller and delivered to Buyer at the time this Agreement has been executed by both Parties. Nothing in the Seller Questionnaire creates a representation or warranty by the Seller with respect to the Property, nor does it create any rights or obligations for the Parties.

7. **NOTICES:** Any notices required herein shall be given to the parties at the addresses listed below:

TO SELLER:

James G. Kosalos and Devorah Zeitlin
13244 Juanita Drive NE
Kirkland, WA 98034

TO BUYER:

King County Water and Land Resources Division
Open Space Acquisitions
201 South Jackson Street, Suite 5600
Seattle, WA 98104

8. **DEFAULT AND ATTORNEYS' FEES:**

8.1 **DEFAULT BY BUYER:** In the event Closing does not occur due to default by Buyer, after release of Phase I and/or Phase II contingencies pursuant to Paragraph 3.5, then Seller's sole and exclusive remedy shall be to terminate this Agreement and to retain the applicable Deposit, as set forth in Paragraphs 1.1 and 1.2.

8.2 **DEFAULT BY SELLER:** In the event Closing does not occur due to default of Seller, Buyer shall have the right to bring an action for specific performance, damages and any other remedies available at law or in equity. In seeking any equitable remedies, Buyer shall not be required to prove or establish that Buyer does not have an adequate remedy at law. Seller hereby waives the requirement of any such proof and acknowledges that Buyer would not have an adequate remedy at law for Seller's breach of this Agreement.

8.3 **ATTORNEY'S FEES:** In an action to enforce this Agreement, each Party shall bear its own attorney's fees and costs.

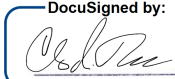
9. **GENERAL:** This is the entire agreement of the Buyer and Seller with respect to the Property and supersedes all prior or contemporaneous agreements between them, written or oral. This Agreement may be modified only in writing, signed by Buyer and Seller. Any waivers under this agreement must be in writing. A waiver of any right or remedy in the event of a default will not constitute a waiver of such right or remedy in the event of any subsequent default. This Agreement is for the benefit of, and binding upon, Buyer and Seller and their heirs, personal representatives, successors and assigns. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision. Time is of the essence in this agreement.

10. **WASTE; ALTERATION OF PROPERTY:** Seller shall not commit waste on the Property, nor shall Seller remove trees or other vegetation, coal, minerals or other valuable materials nor shall Seller substantially alter the surface or subsurface of the Property without the express written consent of Buyer.

11. **SURVIVAL OF WARRANTIES:** The terms, covenants, representations and warranties shall not merge in the deed of conveyance, but shall survive closing.

12. **TERMINATION OF OFFER:** This offer shall terminate if not accepted by Seller on or before October 1, 2021.

BUYER: King County, a political subdivision
of the State of Washington.

BY: 
DocuSigned by:
1BD15B1B73AF4A0
Christie True, Director
Department of Natural Resources and Parks

Date: 9/20/2021

SELLER:

James G. Kosalos

17 Sep. 2021
Date

Devorah Zeitlin

17 September 2021
Date

EXHIBITS: Exhibit A, Legal Description
Exhibit B, Permitted Exception/Title Report
Exhibit C, Phase I Property Configuration
Exhibit D, Seller Questionnaire

EXHIBIT A

LEGAL DESCRIPTION

PARCEL A: (Phase I Tax Parcel No. 242604-9032)
(To Be Revised in Conformance with the Boundary Line Adjustment)

The South 200 feet of the North 530 feet of the Southwest quarter of the Southeast quarter of Section 24,
Township 26 North, Range 4 East of the W.M., in King County, Washington, lying East of Juanita Drive;
Except the East 600 feet thereof.

PARCEL B: (Phase II Tax Parcel No. 242604-9033)

That certain portion of the Southwest quarter of the Southeast quarter, Section 24, Township 26 North,
Range 4 East, W.M., in King County, Washington, described as follows:
Beginning at a point on the North line of the Southwest quarter of the Southeast quarter, which point is
600 feet distant from the Northeast corner of said tract;
thence along the North line of said tract to the Northwest corner thereof;
thence South to the Easterly margin of the Kenmore-Juanita Road, as conveyed to King County, by deed
recorded in Volume 1457 of Deeds, page 47, under Recording Number 2575863, records of said County;
thence in a Southeasterly direction along the East marginal line of said County Road, to a point on the
East boundary of said road, which point is 330 feet South of the North boundary line of the Southwest
quarter of the Southeast quarter, when measured in a straight line;
thence East to a point 330 feet South and 600 feet West of the Northeast corner of said tract;
thence North to the point of beginning.

EXHIBIT B

PERMITTED EXCEPTIONS/TITLE REPORT

Phase I:

Those special exceptions listed on Chicago Title Company of Washington Title Report #210345-SC dated February 4, 2021, and any supplements thereto (which Title Report and Supplements are incorporated into this Agreement by this reference) numbered 9, 10, 11 and 12 (Paid Current). Schedule B-II.

Phase II

Those special exceptions listed on Chicago Title Company of Washington Title Report #210345-SC dated February 4, 2021, and any supplements thereto (which Title Report and Supplements are incorporated into this Agreement by this reference) numbered 16 and 17 (Paid Current). Schedule B-II.

EXHIBIT C

PHASE I PROPERTY CONFIGURATION



EXHIBIT D

Landowner Questionnaire

Title

1. Are there any encroachments, boundary agreements, or boundary disputes? ☐ Yes ☒ No ☐ Don't know

If yes, please explain: _____

2. Is there a private road or easement agreement for access to the property? ☐ Yes ☒ No ☐ Don't know
3. Are there any written agreements for joint maintenance of an easement or road? ☐ Yes ☒ No ☐ Don't know

Annual Cost: _____

Utilities

1. The source of water for the property is: ☐ Private or publicly owned water system
☒ Private well serving only the subject property
☐ Other water system: _____
2. The property is served by: ☐ Public sewer system
☒ On-site septic system
☐ Other disposal system: _____
3. Utilities are provided, as follows:

Oil: _____

Gas: _____

Electric: PG&E

Sewage: _____

Water: _____

4. List any leased equipment and terms: _____

Homeowner's Association

- Is there a Homeowners' Association? ☐ Yes ☒ No ☐ Don't know

Name of Association: _____

Contact name: _____

Name of Association: _____

Contact phone number and/or address: _____

Annual membership dues: _____

Pending special assessments: _____

ATTACHMENT B – KC GRANT AGREEMENT



PARKS CAPITAL AND OPEN SPACE PROGRAM
ACQUISITION PROJECT GRANT AGREEMENT

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

Grant Recipient: City of Kirkland

Project: Big Finn Hill Park Acquisition

Award Amount: \$500,000.00 Project#: 1144509 Contract#: 6328759

Term Period: 10/17/2023 | 2:19 PM PDT To November 30, 2023

THIS AGREEMENT is a grant agreement entered into between City of Kirkland (“Grant Recipient”) and King County (the “County”) (collectively the “Parties”) for open space acquisition using a Parks Capital and Open Space Program grant.

RECITALS

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

- F. The Parks Capital and Open Space Grant Program Advisory Committee (“Advisory Committee”) has recommended an allocation of levy grant funds to specific projects, pursuant to Ordinance 19433.
- G. King County has selected Grant Recipient to receive a Parks Capital and Open Space Grant award in the amount of \$500,000.00 (“Grant Award Funds”) in order to acquire the Site in partnership with King County.

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

GRANT AWARD TERMS AND CONDITIONS

1. DEFINITIONS

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

<input checked="" type="checkbox"/>	Map of Site or Location	Attached hereto as Exhibit A
<input checked="" type="checkbox"/>	Scope of Work	Attached hereto as Exhibit B
<input checked="" type="checkbox"/>	Project Budget	Attached hereto as Exhibit C
<input checked="" type="checkbox"/>	Insurance Requirements	Attached hereto as Exhibit D

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

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

13452 Juanita Drive NE, Kirkland, WA. 98034 and/or Parcel Number 2426049033

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

- 1.4 **Scope of Work.** Grant Recipient shall provide a Scope of Work (“Scope of Work”), attached hereto as **Exhibit B**, which describes the Project in detail and includes a description of the parcel to be acquired and the various milestones required for acquisition and completion of the Project. Grant Recipient shall apply the funds received from the County for the Project under this Agreement in accordance with the Scope of Work, attached hereto as **Exhibit B**.
- 1.5 **Project Budget.** Grant Recipient shall work with King County to develop a project budget (“Project Budget”), attached hereto as **Exhibit C**, which includes the intended use of the Grant Award Funds. King County shall provide the Grant Award funds to the Grant Recipient to be used for completion of the Project in

accordance with the “Project Budget,” attached hereto as **Exhibit C**. Grant Award Funds provided to Grant Recipient may only be used to pay for costs and expenditures related to the Project, as set forth in **Exhibits B and C**.

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

2. EFFECTIVE DATE

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

3. TERM

The term (“Term”) of this Agreement shall begin on the Effective Date and end on November 30, 2023. This Agreement shall remain in effect until such time as it is amended in writing or terminated as provided herein.

4. AMENDMENTS

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

5. NOTICES

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

KING COUNTY	City of Kirkland
Rusty Milholland	Mary Gardocki
Program Manager, Community Investments	Park Planning and Development Manager
King County Parks	City of Kirkland
201 S Jackson Street Suite #5702	123 Fifth Ave.
Seattle, WA 98104	Kirkland, WA. 98033
206-848-0299	425-587-3311
rmilholland@kingcounty.gov	mgardocki@kirklandwa.gov

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

6. USE OF GRANT AWARD FUNDS

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

7. DISBURSEMENT OF GRANT FUNDS

- 7.1 The County may authorize, at County's sole discretion, release of a portion of the Grant Award Funds to Grant Recipient or Grant Recipient's designee, upon execution of this Agreement, and receipt of Grant Recipient's County-approved completed Scope of Work and Project Budget (see Section 1, **Exhibits B and C**).
- 7.2 The County shall initiate authorization for payment after approval of Project related invoices submitted by Grant Recipient or Grant Recipient's designee. The County shall make payment not more than thirty (30) days after a complete and accurate invoice and any other required documentation is received and approved.
- 7.3 Grant Recipient or Grant Recipient's designee shall submit the final invoice, supporting documentation and any outstanding deliverables, as specified in the Scope of Work (**Exhibit B**) and Project Budget (**Exhibit C**), within thirty (30) days of the date this Agreement expires or is terminated. If the Grant Recipient's final invoice, supporting documentation and reports are not submitted by the day specified in this subsection, the County will be relieved of all liability for payment to Grant Recipient of the amounts set forth in said invoice or any subsequent invoice.

8. GRANT REPORTING

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

9. COMPLETION OF PROJECT

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

Pursuant to Section 17, Termination, this Agreement will be terminated if the Grant Recipient is unable or unwilling to expend the Grant Award Funds for the Project as provided in this Agreement. The Grant Recipient may not redirect Grant Award Funds for a purpose other than completion of the Project as approved by the Advisory Committee and King County Council.

10. COMMUNICATION AND KING COUNTY MILESTONE NOTIFICATION

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

- 10.1 Events: Grant Recipient shall invite and recognize “King County Parks” at all events promoting the Project, and at the final Project dedication.
- 10.2 Community Relations: Grant Recipient shall recognize “King County Parks” as a “grant sponsor” in all social media, websites, brochures, banners, posters, press releases, and other promotional material related to the Project.
- 10.3 King County Parks Notification: Grant Recipient shall notify the King County Parks Project Manager 30 days prior to finalization of the acquisition.
- 10.4 King County Council Notification: If Grant Recipient is a city or town, notification to the King County Council 30 days prior to finalization of the acquisition is required.
- 10.5 Signage: Grant Recipient shall recognize “King County Parks” on any signage as a funder/contributor of project/facility. Grant Recipient is required to use appropriate King County logo on any signage and communications.

11. DISPOSITION OF REMAINING GRANT AWARD FUNDS

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

12. PUBLIC ACCESS

The Grant Award is provided to Grant Recipient for the Project to expand access to recreation and/or protect open space for the citizens of King County. Therefore, Grant Recipient and any successor in interest agree to maintain the open space acquired for the Project for public benefit as open space in perpetuity consistent with the purpose and terms

of the Parks Levy as described in Ordinances 18890 and 19166, and the Parks Capital and Open Space Program requirements specified in Motion 15378, and to include notice of this restriction in the real property records. Except as provided in Section 13, Conversion, the Project carried out by Grant Recipient in whole or in part with Grant Award Funds provided for under the terms of this Agreement shall not be transferred or conveyed except by written agreement with the County to an agency or nonprofit organization which shall continue to maintain the land acquired for the Project as open space in perpetuity for public benefit consistent with the terms of this Agreement and Ordinances 18890 and 19166. **Grant Recipient's duties under this Section 12 will survive the expiration or earlier termination of this Agreement.**

13. CONVERSION OF USE

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

14. RESTRICTIVE COVENANTS

The deed to the Real Property shall contain the following specific covenants pertaining to use, which covenants shall run with the land for the benefit of the County and the County land that makes up its public park, recreation, and open space system. The County and Grant Recipient agree that the County shall have standing to enforce these covenants, which shall be set forth as follows:

“This project was funded in part by and is subject to the terms of the Parks Levy authorized by King County Ordinance 18890 and approved by voters on August 6, 2019. The County covenants that the property will be used for the purposes contemplated by Ordinance 18890, that the property shall not be transferred or conveyed except by deed providing that the property shall continue to be used for the purposes contemplated by Ordinance 18890, and that the property shall not be converted to a different use unless other equivalent property within the County shall be received in exchange therefor.”

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

15. HOLD HARMLESS AND INDEMNIFICATION

Grant Recipient shall protect, indemnify, and save harmless the County, its officers, agents, and employees from and against any and all claims, costs, and/or losses

whatsoever occurring or resulting from (1) Grant Recipient's failure to pay any such compensation, wages, benefits, or taxes, and/or (2) work, services, materials, or supplies performed or provided by Grant Recipient's employees or Grant Recipient's suppliers in connection with or support of the Grant Recipient's performance of this Agreement through the date of final acquisition on November 1, 2022.

Grant Recipient agrees through the date of final acquisition on November 1, 2022 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 Grant Recipient's acts or omissions related to the Project, or Grant Recipient's exercise of rights and privileges granted by this Agreement, except to the extent of the County's 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 borne by the respective Parties.

In the event it is determined that RCW 4.24.115 applies to this Agreement, the Grant Recipient agrees through the date of final acquisition on November 1, 2022 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, and/or agents, 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.

Grant Recipient's duties under this Section 15 will survive the expiration or earlier termination of this Agreement.

16. INSURANCE.

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

17. TERMINATION

17.1 King County may terminate this Agreement in whole or in part, with or without cause, at any time during the Term of this Agreement, by providing Grant

Recipient ten (10) days advance written notice of the termination.

- 17.2 If the termination results from acts or omissions of Grant Recipient, including but not limited to misappropriation, nonperformance of required services, or fiscal mismanagement, Grant Recipient shall return to the County immediately any funds, misappropriated or unexpended, which have been paid to Grant Recipient by the County.
- 17.3 Any King County obligations under this Agreement beyond the current appropriation biennium are conditioned upon the County Council's appropriation of sufficient funds to support such obligations. If the Council does not approve such appropriation, then this Agreement will terminate automatically at the close of the current appropriation biennium.
- 17.4 The Agreement will be terminated if the Grant Recipient is unable or unwilling to expend the Grant Award Funds as specified in Section 1 and **Exhibits B and C**, or upon reimbursement by the Grant Recipient to the County of all unexpended proceeds provided by the County pursuant to this Agreement and payment of all amounts due pursuant to Section 11.

18. NONDISCRIMINATION

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

19. 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.

20. ASSIGNMENT

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

21. 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.

22. 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.

23. PUBLIC DOCUMENT

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

24. 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.

25. PERMITS AND LICENSES

Grant Recipient shall develop and run the Project in accordance with all applicable laws and regulatory requirements including environmental considerations, permitting determinations, and other legal requirements.

26. INTERPRETATION OF COUNTY RULES AND REGULATIONS

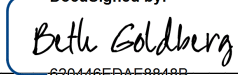
If there is any question regarding the interpretation of any County rule or regulation, the County decision will govern and will be binding upon the Grant Recipient.

27. ENTIRE AGREEMENT

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

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

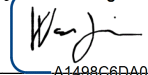
City of Kirkland

By  _____
620446EDA8040B...

Title Deputy City Manager

Date 10/12/2023 | 1:48 PM PDT

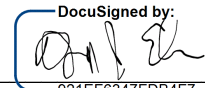
King County

By  _____
A1498C6DA09E46F...

Title Director, King County Parks & Recreation

Date 10/17/2023 | 2:19 PM PDT

Approved as to Form

By  _____
921EF6347FDB4F7...

Title Senior Assistant City Attorney

Date 10/12/2023 | 12:41 PM PDT

EXHIBIT A - MAP OF SITE AND LOCATION

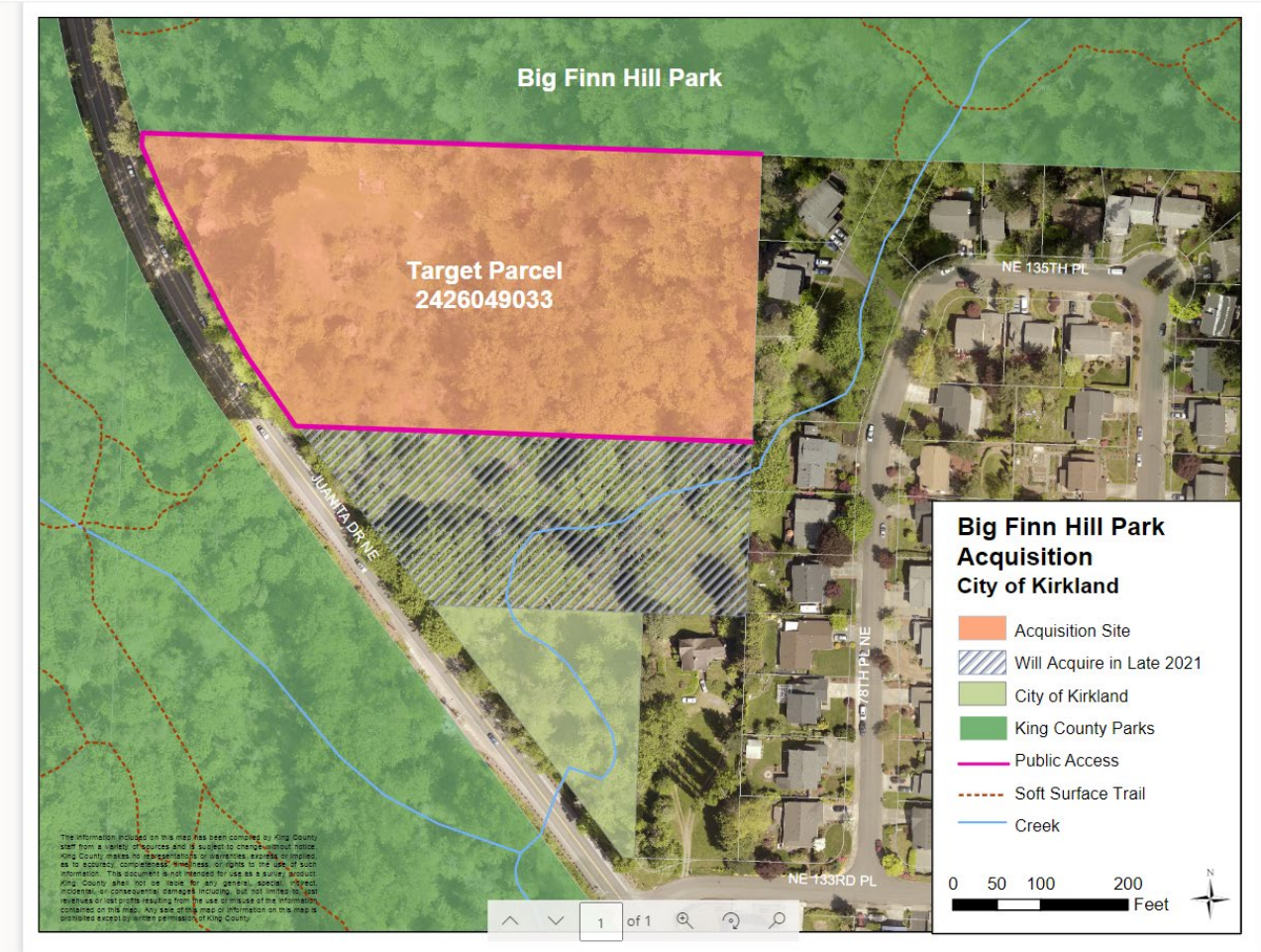


EXHIBIT B – SCOPE OF WORK**Levy Grant**

Capital and Open Space Grants
Scope of Services

Kirkland seeks to acquire, in partnership with King County, a 4.76-acre parcel adjacent to Big Finn Hill Park that will conserve natural conditions near Denny Creek, extend passive recreational opportunities, and prevent development.

Activities/Milestones		Estimated Completion Date	Deliverables
1	Appraisal (report and formal review) by King County	3/26/2021	Appraisal Title report & review Environmental Site Assessment Recorded Deed
2	Title review by King County	8/13/2021	
3	Environmental assessment & final inspection by King County	10/2022	
4	Closing by King County	11/2022	
5	Relocation of existing tenant by King County	1/2023	

EXHIBIT C - PROJECT BUDGET**Applicant: City of Kirkland****Project Name: Big Finn Hill Park Acquisition**

	Project Costs	Grant Request
Total property value of Site	\$3,200,000	\$500,000
Title and appraisal by King County	\$8,500	
Closing, fees, taxes by King County	\$20,000	
Relocation costs by King County	\$50,000	
Hazardous waste reports by King County	\$500	
Administration and legal costs	\$10,000	
Contingency	\$5,000	
Other	\$0	
Total	\$3,294,000	\$500,000

EXHIBIT D - INSURANCE REQUIREMENTS

1. Insurance Requirements

- 1.1. Grant Recipient shall purchase and maintain, at its sole cost and expense, the minimum insurance set forth below. By requiring such minimum insurance, the County does not and shall not be deemed or construed to have assessed the risks that may be applicable to Grant Recipient, or any Contractor under this Agreement, or in any way limit the County's potential recovery to insurance limits required hereunder. To the contrary, this Agreement's insurance requirements may not in any way be construed as limiting any potential liability to the County or the County's potential recovery from Grant Recipient. Grant Recipient and any Contractor shall assess their own risks and if they deem appropriate and/or prudent, maintain greater limits and/or broader coverage.
- 1.2. Nothing contained within these insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded, which coverage shall apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Agreement.
- 1.3. Each insurance policy shall be written on an "occurrence" basis; excepting insurance for Professional Liability (Errors and Omissions), and/or Pollution Liability, and/or Cyber Liability (Technology Errors and Omissions). These coverages required by this Agreement may be written on a "claims made" basis.

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

2. Evidence and Cancellation of Insurance

- 2.1. Upon execution of the Agreement, and within thirty (30) days of request by the County, Grant Recipient shall furnish the County certificates of insurance and endorsements certifying the issuance of all insurance required by this Agreement. All evidence of insurance shall be signed by a properly authorized officer, agent, general agent, or qualified representative to the insurer(s), shall certify the name of the insured(s), the type and amount of insurance, the location and operations to which the insurance applies, the inception and expiration dates, shall specify the form numbers of any endorsements issued to satisfy this Agreement's insurance requirements, and shall state that the County shall receive notice at least thirty (30) days prior to the effective date of any cancellation, lapse, or material change in the policy(s). Similar documentation confirming renewal of required insurance shall be provided on each insurance renewal date.
- 2.2. The County reserves the right to require complete, certified copies of all required insurance policies, including all endorsements and riders, which may be redacted of any

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

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

3. Minimum Scope and Limits of Insurance

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

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

3.1.2. Workers Compensation: Workers Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this Project by applicable Federal or "Other States" State Law.

3.1.3. Employers Liability or "Stop Gap" coverage: \$1,000,000 each occurrence and shall be at least as broad as the protection provided by the Workers Compensation policy Part 2 (Employers Liability), or, in monopolistic states including but not limited to Washington, the protection provided by the "Stop Gap" endorsement to the commercial general liability policy.

4. Other Insurance Provisions and Requirements

- 4.1. All insurance policies purchased and maintained by Grant Recipient and any Contractor required in this Agreement shall contain, or be endorsed to contain the following provisions:

4.1.1. With respect to all liability policies except Professional Liability (Errors and Omissions) and Workers Compensation:

4.1.1.1. King County, its officials, employees and agents shall be covered as additional insured for full coverage and policy limits as respects liability arising out of activities performed by or on behalf of the Grant Recipient, its agents, representatives, employees, or Contractor(s) in connection with this Agreement. Additional Insured status shall include products-completed

operations CG 20 100 11/85 or its substantive equivalent. The County requires the endorsement(s) to complete the Agreement. If Grant Recipient participates in the WCIA risk pool, this additional insured requirement shall not apply.

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

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

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

5. Waiver of Subrogation

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

6. Deductibles/Self-Insured Retentions

6.1. Any deductible and/or self-insured retention of the policies shall not in any way limit the County's right to coverage under the required insurance, or to Grant Recipient's, or any Contractor's liability to the County, and shall in all instances be the sole responsibility of Grant Recipient or its Contractor, even if no claim has been made or asserted against them.

7. Acceptability of Insurers

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

7.2. Professional Liability (Errors and Omissions) insurance may be placed with insurers with an A.M. Best rating of no less than B+:VII.

7.3. If at any time any of the foregoing policies fail to meet the above stated requirements, Grant Recipient shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for review.

8. Self-Insurance

8.1. If the Grant Recipient is a governmental entity or municipal corporation, Grant Recipient may maintain a fully funded self-insurance program or participate in an insurance pool for the protection and handling of its liabilities including injuries to persons and damage to property.

9. Contractors

9.1. Grant Recipient shall include all Contractors as insureds under its policies or, alternatively, Grant Recipient must require each of its Contractors to procure and

maintain appropriate and reasonable insurance coverage and insurance limits to cover each of the Contractor's liabilities given the scope of work and services being provided herein. To the extent reasonably commercially available, insurance maintained by any Contractor must comply with the specified requirements of this **Exhibit D**, including the requirement that all liability insurance policies (except Professional Liability and Workers Compensation) provided by the Contractor(s) must include the County, its officials, agents and employees as additional insured for full coverage and policy limits. Grant Recipient is obligated to require and verify that each Contractor(s) to maintain the required insurance and ensure the County is included as additional insured. Upon request by the County, and within five (5) business days, Grant Recipient must provide evidence of each Contractor(s) insurance coverage, including endorsements.

10. Work Site Safety

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

Certificate Of Completion

Envelope Id: D4783102887E4D4ABCE21426212ED1D3

Status: Completed

Subject: Complete with DocuSign: COMBINED-City of Kirkland-Big Finn Hill Park Acquisition MOU and Contra...

Source Envelope:

Document Pages: 32

Signatures: 6

Envelope Originator:

Certificate Pages: 5

Initials: 0

Minerva Humphrie

AutoNav: Enabled

401 5TH AVE

Enveloped Stamping: Enabled

SEATTLE, WA 98104

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Minerva.Humphrie@kingcounty.gov

IP Address: 198.49.222.20

Record Tracking

Status: Original

Holder: Minerva Humphrie

Location: DocuSign

10/6/2023 10:32:51 AM

Minerva.Humphrie@kingcounty.gov

Security Appliance Status: Connected

Pool: FedRamp

Storage Appliance Status: Connected

Pool: King County-Dept of Natural Resources & Parks-Parks

Location: DocuSign

Signer Events

Darcey J. Eilers

DEilers@kirklandwa.gov

Senior Assistant City Attorney

Security Level: Email, Account Authentication (None)

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Signature Adoption: Drawn on Device

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Signed using mobile

Timestamp

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Signed: 10/12/2023 12:41:04 PM

Electronic Record and Signature Disclosure:

Accepted: 10/12/2023 12:40:20 PM

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Beth Goldberg

bgoldberg@kirklandwa.gov

Deputy City Manager

Security Level: Email, Account Authentication (None)

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Signature Adoption: Pre-selected Style

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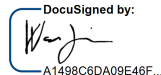
Warren Jimenez

wjimenez@kingcounty.gov

Director, King County Parks & Recreation

King County Parks

Security Level: Email, Account Authentication (None)

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Signature Adoption: Drawn on Device

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Electronic Record and Signature Disclosure:

Accepted: 12/16/2020 11:32:05 AM

ID: e1b2fdbc-66a3-41ef-9a99-bebbac2271d5

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp**

Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Francisco Valledares frvalladares@kingcounty.gov Contract Specialist II King County Parks Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 10/17/2023 2:19:30 PM
Rusty Milholland rmilholland@kingcounty.gov Project/Program Manager III Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 10/13/2023 9:01:25 AM ID: d1f1c374-45e0-4d40-8229-441b30a471e4	COPIED	Sent: 10/17/2023 2:19:31 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/6/2023 10:33:19 AM
Certified Delivered	Security Checked	10/17/2023 2:19:16 PM
Signing Complete	Security Checked	10/17/2023 2:19:28 PM
Completed	Security Checked	10/17/2023 2:19:31 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, King County-Department of 16 (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact King County-Department of 16:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: cipriano.dacanay@kingcounty.gov

To advise King County-Department of 16 of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at cipriano.dacanay@kingcounty.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from King County-Department of 16

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to cipriano.dacanay@kingcounty.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with King County-Department of 16

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to cipriano.dacanay@kingcounty.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify King County-Department of 16 as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by King County-Department of 16 during the course of your relationship with King County-Department of 16.