	CITY OF KENMORE, WA AGREEMENT TO INSTALL RECREATION SPACE IMPROVEMENTS	
704	18120 68th Ave NE, Kenmore, WA 98028 425-398-8900 www.kenmorewa.gov	

Applicant:			
Address:			
City:	State:	Zip:	
Phone Number:	Email:		

Project/Permit #:				
Project Address/Parcel:				
Financial Guarantee Amount:				
Financial Guarantee Type: (must be attached to agreement)	☐ Cash Deposit	☐ Assignment Of Funds	☐ Surety Bond	☐ Public Agency Agreement

This AGREEMENT is made and entered into this _____ day of _____, 20___, between the City of Kenmore, hereinafter called the CITY, and the above named applicant, hereinafter called the APPLICANT.

Basis for AGREEMENT:
WHEREAS the undersigned APPLICANT wishes to develop the above-referenced project; and

WHEREAS the CITY will grant final project approval upon agreement by the APPLICANT to, among other project requirements, comply with all terms of this AGREEMENT; and

WHEREAS this AGREEMENT will be administered on behalf of the CITY by the Development Services Director, hereinafter called the DIRECTOR;

NOW THEREFORE, the APPLICANT hereby agrees and binds itself and its legal representatives, successors, and assigns, as follows:

Terms of the AGREEMENT:

1. The APPLICANT shall install all recreation space improvements pursuant to the approved recreation space plan within the applicable timeframe as determined by the DIRECTOR as follows:

    a. Within two (2) years after recording of the final subdivision; or

    b. Within three (3) months of Certificate of Occupancy for the project or project phase.

2. Any APPLICANT proposed change of work from the approved plans must be approved in writing by the CITY prior to beginning such work.

3. The APPLICANT shall fulfill all other requirements of the Kenmore Municipal Code and adopted CITY ordinances in connection with recreation space improvements, even if these requirements are not set forth specifically in this AGREEMENT.

4. The APPLICANT shall complete installation of all recreation space improvements with due diligence. The DIRECTOR may extend the time limit for compliance up to six (6) months when, in the DIRECTOR'S discretion, circumstances beyond the control of the APPLICANT warrant an extension.

5. The APPLICANT shall reimburse the CITY for all actual direct and indirect costs necessitated by this AGREEMENT including but not limited to plan review and inspection fees pursuant to Kenmore Municipal Code Title 20 and corrective work or abatement.

6. The APPLICANT hereby grants the CITY the right to enter and inspect the project site and, in the event of any failure to comply with terms of this AGREEMENT, to implement such corrective measures as the CITY deems necessary.

7. The APPLICANT shall provide the CITY with a financial guarantee in the amount and in a form approved by the CITY in order to secure the APPLICANT's compliance with terms of this AGREEMENT. The guarantee shall remain in force and effect until written release by the CITY. The APPLICANT's obligation to perform work and pay fees or other amounts is not limited to the amount of the associated financial guarantee.

8. The APPLICANT shall notify the CITY in writing when all recreation space improvements are installed in accordance with approved plans.

9. The APPLICANT shall be responsible for contacting the CITY and requesting release of this AGREEMENT once all terms have been met. Failure to request release of the AGREEMENT shall not release the APPLICANT from the terms of the AGREEMENT. Failure to request and obtain release of the AGREEMENT does not absolve the APPLICANT of the maintenance of improvements and financial guarantee requirements of the Kenmore Municipal Code and this AGREEMENT.

10. The APPLICANT shall be responsible for the proper performance, safe conduct and adequate policing and supervision of the project. The APPLICANT's responsibility shall not be lessened or otherwise affected by the CITY's approval of plans, specifications, or work, or by the presence of the CITY's representative(s) at the site.

11. The APPLICANT shall indemnify and hold the CITY and its agents, employees and/or officers harmless from and shall process and defend at its own expense all claims, damages, suits at law or equity, actions, penalties, losses, or costs of any kind or nature, brought against the CITY arising out of, in connection with, or incident to the execution of this AGREEMENT and/or the APPLICANT's performance or failure to perform any aspect of the AGREEMENT. Provided, however, that nothing herein shall require the APPLICANT hold harmless or defend the CITY from any claim arising from the sole negligence of the CITY's agents, employees and/or officers.

12. In the event that any party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action or proceeding shall be brought in a court of competent jurisdiction situated in King County, Washington.

13. Any failure by the APPLICANT to comply with the terms of this AGREEMENT in a timely manner shall constitute a default pursuant to Kenmore Municipal Code 21.10.020. Any action or inaction by the CITY following any default in any term or condition of this AGREEMENT shall not be deemed to waive any rights of the CITY pursuant to the agreement or associated financial guarantee.

Release Requirements:
This AGREEMENT shall remain in full force and effect and the associated financial guarantee shall not be released until all terms of this AGREEMENT have been completed to the satisfaction of the CITY and the APPLICANT has received written notice of release of the AGREEMENT. The APPLICANT shall be responsible for maintaining all records of release of this AGREEMENT. The APPLICANT shall produce evidence of the AGREEMENT release upon request of the CITY or financial institutions associated with the financial guarantee.

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

APPLICANT

Signature:

Print:

Date:

Received for CITY

Signature:

Print:

Date:

STAFF USE AREA
Release Date:
Released By:

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