

708

CITY OF KENMORE, WA
AGREEMENT TO MAINTAIN LANDSCAPING



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: [] 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 APPLICANT.

Basis for AGREEMENT:

WHEREAS the undersigned APPLICANT has installed landscaping for the above-referenced project; and

WHEREAS the CITY approved the installation of the landscaping on _____, 20__; and

WHEREAS the APPLICANT has agreed to maintain the attractive appearance and healthy growing conditions of the landscaping for the above-referenced project pursuant to Kenmore Municipal Code Title 18; 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 landscaping installed by the APPLICANT or his/her representatives shall successfully grow and remain attractive, free of weeds and defects in workmanship and materials for a period of two (2) years from the date of installation approval granted by the CITY as noted above.
2. The APPLICANT is responsible for the proper installation, establishment and maintenance of the landscaping. A maintenance financial guarantee shall be required for a minimum period of two (2) years after the planting or transplanting of vegetation. This time period may be

extended by one year by the DIRECTOR, if necessary, to cover a planting and growing season.

3. In the event of any failure of the landscaping to satisfactorily grow or in the event of a defect in workmanship or materials, the APPLICANT shall promptly and adequately repair, replace, and/or correct the failure or defect.
4. 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 CITY deems appropriate.
5. 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 or abatement action.
6. At the APPLICANT's request, the CITY will perform a maintenance inspection upon completion of the two-year maintenance period.
7. 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 and financial guarantee requirements.
8. Prior to the end of the two-year maintenance period, the APPLICANT shall prune and trim all landscaping to maintain a healthy growing condition or to prevent primary limb failure, remove all trash from the landscape areas, and replace all dead, diseased, damaged, (except those specifically retained to provide wildlife habitat) or stolen trees within three (3) months, or during the next planting season if the loss does not occur in a planting season.
9. The APPLICANT shall be obligated to take corrective action or make repairs described above, which obligation shall not be limited by the amount of the financial guarantee.
10. If, at the conclusion of the two-year period, the CITY, at its sole discretion, determines that the landscaping is not in a well-maintained condition, the APPLICANT shall perform prompt and adequate maintenance. In the event this maintenance is not done by the APPLICANT within a time period as specified by the CITY, the default process in Kenmore Municipal Code 21.15.100 will be followed.
11. 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.
12. 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 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.

- 13. 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.

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: