

**Interagency Agreement
Between
King County Parks and Recreation Division
and
City of Duvall Public Works Department
regarding the
Snoqualmie Valley Trail**

This Interagency Agreement (“Agreement”) is made between King County, a home rule charter county and political subdivision of the State of Washington (“the County”), and the City of Duvall (“City”) regarding an extension of the Snoqualmie Valley Trail. The County and the City are singularly referred to as the “Party” and collectively referred to as “the Parties.”

RECITALS

- A. The County is the owner of certain real property situated in King County, identified as Tax Parcel Number 1326069029 and known as the Snoqualmie Valley Trail Railroad Corridor (“Corridor”). The Corridor is approximately 31 miles long and the width varies but is generally approximately 12 feet wide. The Corridor was previously known as the Milwaukee Road Railroad and extends from the City of North Bend to the City of Duvall.
- B. Located on the Corridor is a public soft surface trail known as the Snoqualmie Valley Trail (“Trail”). The Trail extends from the City of North Bend into the City of Duvall and terminates at NE Bird Street and the Duvall Park and Ride lot. King County Parks maintains the Trail for the benefit of all King County citizens.
- C. The City values the Trail for its recreation and economic development benefits. The City would like to extend the Trail within the City of Duvall from the Duvall Park and Ride lot to the Taylor Landing access road, a distance of approximately 1060 feet. The proposed trail extension area (“Project”) is illustrated on Exhibit A. The City is willing to perform the design, permitting and construction work necessary for the Project, which includes the activities listed in Exhibit B.
- D. The County is willing to grant the City temporary access to the Corridor for the purpose of performing the design, permitting and construction work necessary for the Project. Once the Project is complete, the County agrees to maintain and

operate the extended area of the Trail shown on Exhibit A along with the remainder of the Snoqualmie Valley Trail.

The Parties intend by this agreement to establish their respective rights, roles and responsibilities regarding the extension of the Trail as described in this Agreement. NOW THEREFORE, in consideration of the terms and conditions contained herein, the Parties mutually agree as follows:

AGREEMENT

1. **Scope.** The scope of this interagency agreement is limited to construction, maintenance and operation of the new segment of the Trail shown on Exhibit A, extending from the Duvall Park and Ride lot to the Taylor Landing access road.
 - a. Preliminary work: The County shall identify and fall any hazard trees from the Corridor and will provide four removable bollards for installation by the City.
 - b. Design and Permitting. The City shall design and be responsible for compliance with any and all regulatory requirements including obtaining any permits that are necessary and conducting any environmental review required by law as a result of construction of the improvements listed in Exhibit B.
 - c. Construction. The City shall be responsible for completion of the work listed in Exhibit B and shall provide the necessary engineering, administrative, inspection, clerical and other services necessary to complete this work. The City shall comply with all applicable laws in completing this work.
 - d. Maintenance and Operation. Upon completion of the work listed Exhibit B and acceptance by the County as provided in Section 5 below, the County shall operate and maintain the Trail extension in a manner consistent with the remainder of the Trail.
2. **Property.** The County hereby represents and warrants to the City that it holds title to the property in the Corridor and that it has the legal authority to authorize the City to construct the improvements. The County further represents and warrants that there are no easements, covenants, restrictions, encumbrances, or defects on or to the title to the property that will in any way impair the County's or the City's ability to perform their respective obligations under this Agreement.

3. **Access.** The County hereby grants to the City and its employees, agents, representatives, invitees, consultants, contractors and subcontractors performing work on behalf of the County the non-exclusive right and license to enter onto real property of the County to assess, investigate, inspect and gather information for the purposes and design, permitting and to perform the work listed in Exhibit B. This right and license shall begin upon the effective date of this Agreement and continue until acceptance by the County as provided in Section 5.

4. **Inspection.** After the City completes the work listed in Exhibit B, it shall notify the County and the Parties shall perform a mutual inspection of the work performed as provided in Exhibit B. If the County determines that the work was not completed as described in Exhibit B or if there are deficiencies in the work performed by the City, the County may provide a written deficiency list to the City within five (5) working days after this inspection. The County and City shall attempt in good faith to resolve through negotiations any dispute, claim or controversy arising out of or relating to this Agreement. If the claiming Party deems such negotiations unsuccessful, the Parties shall attempt to resolve the dispute, claims or controversy through non-binding mediation.

5. **Liability.** Each Party shall protect defend, indemnify, and save harmless the other Party, its officers, employees and agents, while acting within the scope of their employment as such, from any and all suits, costs, claims, actions, losses, penalties, judgments, or damages of whatsoever kind ("Claims") arising out of, or connection with or incident to the negligent acts or omissions of the indemnifying Party in its exercise of any right or obligation under this Agreement, except to the extent such Claims arise out of or result from the other Party's own negligent acts or omissions. Each Party agrees that it is fully responsible for the acts and omissions of its own contractors, their employees and agents, while acting within the scope of their employment as such, as it is for the acts and omissions of its own employees and agents. Each Party agrees that its obligations under this Paragraph extend to any Claim brought by or on behalf of the other Party or any of its employees or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of each Party's immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects the other Party only, and only to the extent necessary to provide the indemnified Party with full and complete indemnity of Claims made by the indemnitor's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

6. Insurance.

- a. Each party shall maintain for the duration of each Party's liability exposures under this Agreement insurance, as described below, against claims for injuries or damage to property which may arise from or in connection with performance of the work hereunder by each Party, their agents, representatives, employees, contractors, or subcontractors.

- b. King County, a charter county government under the constitution of the State of Washington, maintains a fully funded Self-Insurance program for the protection and handling of the County's liabilities including injuries to persons and damage to property. The City acknowledges, agrees and understands that the County is self-funded for all of its liability exposures and that the County's self-insurance program meets the requirements of this Section 5. The County agrees, at its own expense, to maintain, thorough its self-funded program, coverage for all of its liability exposures for this Agreement. The County agrees to provide the City with at least 30 days prior written notice of any material change in the County's self-funded program and will provide the City with a certificate of self-insurance as adequate proof of coverage. The City further acknowledges, agrees, and understands that the County does not purchase Commercial General Liability insurance and is a self-insured governmental entity; therefore the County does not have the ability to add the City as an additional insured.

- c. It is agreed that the City's participation in a governmental self-insured risk pool with Washington Cities Insurance Authority will meet the requirements of Paragraph 5.1. The County acknowledges, agrees and understands that the City is self-funded for all of its liability exposures. The County agrees, at its own expense, to maintain, thorough its self-funded program, coverage for all of its liability exposures for this Agreement. The City agrees to provide the County with at least 30 days prior written notice of any material change in the City's self-funded program and will provide the County with a certificate of self-insurance as adequate proof of coverage. The County further acknowledges, agrees, and understands that the City does not purchase Commercial General Liability insurance and is a self-insured governmental entity; therefore the City does not have the ability to add the County as an additional insured.

7. **Points of Contact.**

King County Parks Agreement:

Jean White, Regional Trails Program Manager

City of Duvall Agreement:

Boyd Benson, City of Duvall Public Works Department Director

8. **Effective Date/Duration.** This Agreement shall be effective upon signature by both Parties and shall continue until December 31, 2019. Unless expressly stated otherwise in this Agreement, the terms, covenants, representations, and warranties contained herein shall continue in force unless both Parties mutually consent in writing to termination of this Agreement in accordance with Section 8.
9. **Termination.** Either party may terminate this Agreement upon providing at least sixty (60) days written notice to the other party.
10. **Survivability.** The provisions of Section 5 shall survive termination of this Agreement.
11. **Extension.** The County and the City may agree to extend the duration of this Agreement for successive 2 year terms. In order for any such extension to occur, either the City or County may make a written request to the other party not less than sixty (60) days prior to the otherwise applicable expiration date. Any agreement by the City and County to the proposed extension shall be made in writing. If the parties have not agreed to the extension in writing by the otherwise applicable expiration date, the Agreement shall expire.
12. **Metropolitan King County Council Appropriation Contingency.** The County's performance under this Agreement beyond the 2018-2019 appropriation biennium is contingent on the future appropriation by the Metropolitan King County Council of sufficient funds to carry out the performance contemplated herein. Should such sufficient funding not be approved, as determined by the County in its sole discretion, this Agreement shall terminate on December 31 of the then-applicable biennium for which sufficient funding has been appropriated.
13. **Amendments.** This Agreement is the complete expression of the terms hereto and any oral representation or understanding not incorporated herein is excluded. Any modifications to this Agreement shall be in writing and signed by both parties.

14. **No Third Party Beneficiaries.** This Agreement is made and entered into for the sole protection and benefit of the parties hereto. No other persons or entity shall have any right of action or interest in this Agreement based upon any provision set forth herein.
15. **Force Majeure.** If either Party cannot perform any of its obligations due to events beyond its reasonable control, the time provided for performing such obligations shall be extended by a period of time equal to the duration of such events. Events beyond a Party's reasonable control include, but are not limited to, acts of God, civil commotion, labor disputes, strikes, fire, flood or other casualty, shortages of labor or materials, government regulations or restrictions, lawsuits filed challenging one or more Permits or other agreements necessary for implementation of the Project and weather conditions.
16. **Waiver.** Waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No term or condition shall be waived, modified, or deleted except by an instrument, in writing, signed by the Parties hereto.
17. **Relationship of the Parties.** The Parties execute and implement this Agreement as separate entities. No partnership, joint venture, or joint undertaking shall be construed from this Agreement.
18. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Washington. In the event of litigation regarding this Agreement, the Parties agree that venue shall be in King County Superior Court in Seattle, WA.
19. **Authority.** Each Party executing this Agreement represents that the Party has the authority to execute this Agreement and to comply with all the terms of this Agreement.
20. **Entire Agreement.** This Agreement contains the entire agreement of the parties and any representations or understandings, whether oral or written, not incorporated herein are excluded.
21. **Exhibits.** All Exhibits referenced in this Agreement are incorporated by reference as if fully set forth.

22. **Joint Drafting Effort.** This contract shall be considered for all purposes as prepared by the joint efforts of the Parties and shall not be construed against one Party or the other as a result of the preparation, substitution, submission or other event of negotiation, drafting or execution thereof.

Exhibits: Exhibit A: Snoqualmie Valley Trail Maintenance Site Plan, sheet 1 of 1. Exhibit B: Activities to be performed by the City of Duvall regarding the Snoqualmie Valley Trail extension within the City of Duvall.

IN WITNESS WHEREOF, the parties have entered into this Agreement effective as of the date last written below.

King County Parks and Recreation Division

By 
Kevin Brown, Division Director

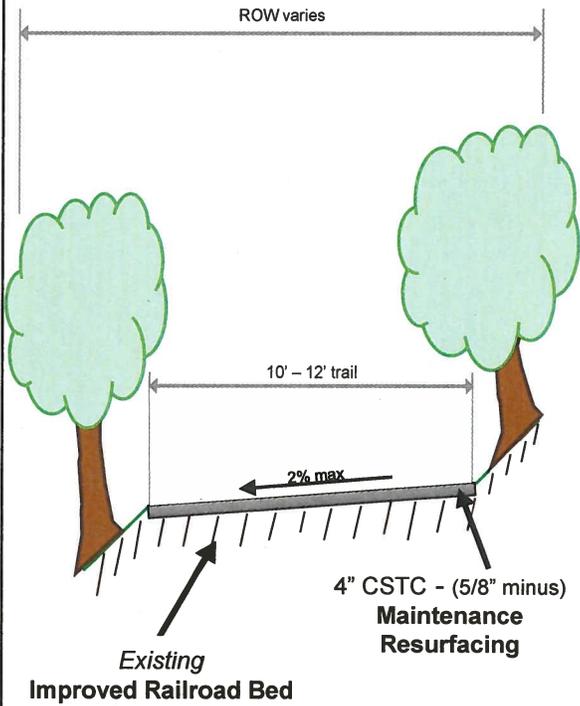
Signed this 13th day of March, 2018

City of Duvall Public Works Department

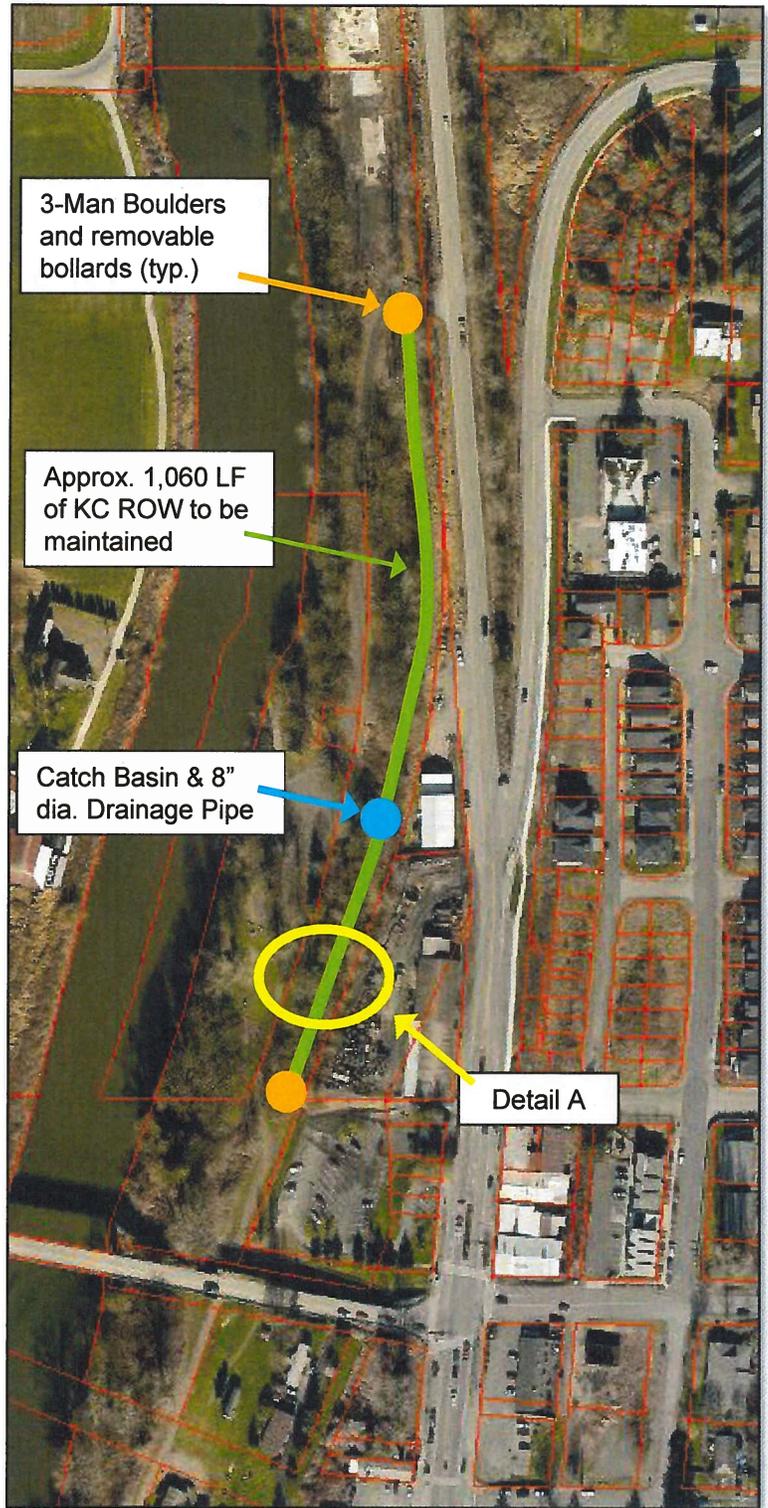
By 
Boyd Benson, Public Works Director

Signed this 24 day of April, 2018

Exhibit A



Detail A



SITE PLAN
Sheet: 1 of 1

Date: 12/19/17
Drawn By: BEB
Reviewed By : LAG

Snoqualmie Valley Trail
Maintenance

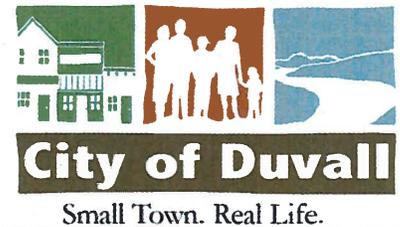


Exhibit B: Activities to be performed by the City of Duvall regarding the Snoqualmie Valley Trail extension within the City of Duvall.

The City of Duvall Public Works Department will complete permitting (as required) for the work as lead agency. City Work would include the following:

1. Clear surface cottonwood tree roots from existing crushed rock surface along with leaf matter (estimated at 1" thick over 1,060 feet for minimum 12-foot width, approx. 40 CY).
2. Remove any hazard tree removal debris (trees to be removed by King County). Logs are to be placed adjacent to corridor as habitat/erosion control.
3. Remove metal staircase from trail.
4. Install drainage Catch Basin with beehive grate to collect water at 16111 NE Main Street (Valley House Brewery) and convey storm across ROW within a minimum 8" diameter ductile iron pipe to rock splash pad. Minimum 1-foot cover, desired 2 feet of cover if possible with respect to existing underground communication utilities. Minimum pipe slope shall be 0.5%, desired 1%. Owner at 16111 NE Main Street (Valley House Brewery) will be required to tie-in downspouts/other.
5. Resurface existing crushed rock base with 10- to 12-foot wide, minimum 4-inch thick CSTC (estimated at approx. 160 CY). Grade to provide drainage (2 percent cross-slope) and compact to firm and unyielding.
6. Set three-man (or larger) boulders at north and south ends of resurfacing to create a 12-foot vehicle access opening. Install King County supplied removable bollards at these locations (2 sets of 2 bollards).



King County

Parks and Recreation Division

Department of Natural Resources and Parks

King Street Center, KSC-NR-0700

201 South Jackson Street

Seattle, WA 98104-3855

206-477-4527 Fax 206-588-8011

TTY Relay: 711

RECEIVED

MAR 16 2018

CITY OF DUVALL

March 13, 2018

The City of Duvall
Attn: Boyd Benson
Public Works Department
14525 Main Street NE
PO Box 1300
Duvall, WA 98019

Dear Mr. Benson,

Please find enclosed one (1) partially signed original of the Interagency Agreement between King County Parks and Recreation Division and City of Duvall Public Works Department regarding the Snoqualmie Valley Trail.

Please sign and date for the City of Duvall Public Works Department and then return the completely executed original to:

King County Parks
ATTN: Matthew Perkins
201 S Jackson Street, Suite 700
Seattle, WA 98104

We will then return one (1) copy to you for your records. If you have any questions on this document, please do not hesitate to contact me at matthew.perkins@kingcounty.gov or at 206-477-4527. If you have any other project-related questions, please contact Jean White at jean.white@kingcounty.gov or 206-477-5539.

Thank you.

Sincerely,

Matthew Perkins
Assistant to Kevin Brown
King County Parks and Recreation Division