INTERAGENCY AGREEMENT WITH KING COUNTY PARKS AND RECREATION DIVISION AGREEMENT NO.

THIS INTERAGENCY AGREEMENT is made and entered into between the City of Maple Valley, Washington, a non-charter code city ("City"), and King County, a home rule charter county and political subdivision of the State of Washington, through the Parks and Recreation Division of its Department of Natural Resources and Parks ("King County"); collectively referred to in this agreement as the "Parties" and singularly referred to as a "Party."

I. RECITALS

A. The City's Parks and Recreation Department has prepared and bid a park improvement project, the "Summit Park and Ballfields" project (Project"). The Project will construct a new park, with synthetic turf and ballfields. A map, not to scale, generally depicting the site of the Project is attached as Exhibit A.

B. King County owns certain real property adjacent to the Project area situated in King County, Washington and identified as Tax Parcel 3422069101and more particularly described in Exhibit B attached hereto (County Property). The County Property is adjacent to the Project and the King County trail system, specifically the Green to Cedar Rivers Trail.

C. The Project's bid documents included a base bid together with a number of bid alternates. One of those alternates, Alternate 1, provided for the construction of a parking area on the County Property that would serve both the Project and users of the Green to Cedar Rivers Trail. A map, not to scale, generally depicting the Alternate 1 site is attached as Exhibit C. The parking area generally consists of an asphalt parking area, with 14 parking stalls, one lighting standard, and associated landscaping and drainage.

D. The City opened bids on June 20, 2018. Because all submitted bids exceeded the Project's cost estimate, the City awarded only the base bid to the lowest bidder, Terra Dynamics ("Contractor"). The Maple Valley City Council approved the base bid award on July 9, 2018, and the City and Terra Dynamics executed the Project construction contract and construction commenced on September 4, 2018.

E. King County has reviewed the Project contract documents and specifically the Alternate 1 specifications and has determined that it would be in King County's interest to pay the City sufficient funds to construct Alternate 1 as part of the City's project. Construction of the parking area as provided in Alternative 1 will improve access and will result in a higher level of recreational and public use of King County's Green to Cedar Rivers Trail because there is a lack of parking facilities in the trailhead area and King County has determined there is a need for safe, secure, environmentally responsible parking.

F. A parking lot on the County Property will improve access to recreational properties owned by both King County and the City, including but not limited to: access to the Green to Cedar Rivers Trail and to hiking trails in the King County trail system; and access to the numerous new park facilities to be constructed as part of the Project.

G. The City has designed and obtained all necessary permits to allow construction of the Alternate 1 parking area on the County Property and has agreed to construct the parking lot and associated facilities. Because Alternate 1 was not approved on the bid award, and only because King County has now sought to pay the City for Alternate 1 construction, the City will negotiate a change order with the Contractor to add back Alternate 1. Alternate 1, as proposed in the Contractor's bid was set at $130,000. Sales tax and potentially other costs may be added to the change order. Once negotiated, either party may, in its sole discretion, decide to terminate this Agreement and not proceed with this parking lot project on the County Property. If King County elects to proceed with the parking lot project and both parties agree with the change order amount, the City will construct Alternate 1 on the condition that King County pay all costs to construct Alternate 1 as outlined below.

H. The City anticipates construction of the parking area to be completed approximately by July 1, 2019.

I. The City is willing to negotiate a change order to include the Alternate 1 bid because the additional parking areas will benefit both the Project and the King County Parks and Recreation Division's trail system.

II. AGREEMENT

In consideration of the promises, covenants, and other provisions set forth in this agreement, the Parties mutually agree as follows:

A. Scope.

1. The Parties are entering into this agreement to establish a framework for construction and maintenance of a parking lot and associated facilities at the Alternate 1 parking area.

2. The term of this agreement shall be five (5) years from the Effective Date of this agreement. The period of performance of this agreement shall begin on the day this agreement is fully executed, and ends on December 31, 2021, unless terminated sooner as provided herein. This agreement will automatically renew for successive five-year periods unless amended in accordance with Section A.3 or terminated in accordance with the provisions of this agreement.

3. This agreement may be amended by mutual agreement of the parties. Amendments shall be in writing and signed by personnel authorized to bind each of the parties.

B. Payment. If King County elects to proceed with the parking lot project as provided in Section G above, King County shall pay the City all costs incurred by the City to construct Alternate 1, currently estimated at One Hundred Forty-Five Thousand Dollars ($145,000) from appropriated funds in King County's Parks and Recreation Division's capital budget, project number 1121443, Trailhead Access and Development. In no event shall King County be required to pay an amount greater than $250,000. The City will use the funds for construction of the Alternate 1 parking area as described in this agreement, and for no other purpose.

C. Billing Procedure. The City will submit monthly invoices for this project during construction of the Alternate 1 parking area on forms and under the process created and required by the City of Maple Valley's Finance Department. King County will make payment on a reimbursable basis, upon receipt of invoice of costs incurred and authorized. When requested by King County, the

City's invoices will include back up data, such as record of contract payments, receipts, payrolls, and so on. Payment to the City for approved and completed work will be made by warrant or account transfer within 30 days of receiving the invoice. When the contract expires, any claim for payment not already made shall be submitted within 60 days after the expiration date.

D. Access. The County hereby grants to the City and its employees, agents, representatives, invitees, consultants, contractors, and subcontractors performing work on the County Property, the following access rights to the County Property:

1. The non-exclusive right and license to enter onto the County Property to analyze, assess, investigate, inspect, measure, survey, study and gather information for purposes of design, permitting, and construction of the Alternative 1 project.

2. The non-exclusive right and license to enter onto, and take action on, the County Property for the purposes necessary for construction of the Alternative 1 project. This right and license shall not be exclusive of the County's right to enter the County Property for the purposes of inspection or other actions necessary to implement this Agreement, or for any other purpose, provided the County's entry onto the Property shall not impair, impede, or delay construction of the Project.

E. Construction.

1. **Design and Construction.** The City has designed the Alternate 1 parking area and provided the project plans to King County for review and approval. King County reviewed the project plans and requested modifications and the City has modified the design in response to King County's requests. The modified Alternate 1 parking area project plans and specifications are attached as Exhibit D and King County accepts and approves this design. The City shall be responsible for construction of Alternative 1 and shall provide the necessary engineering, administrative, inspection, clerical, and other services necessary for construction of the Project. The City shall develop and construct Alternate 1 in accordance with the project plans and specifications provided in Exhibit D.

2. **Construction Site.** The City will be solely responsible for the site work and obtaining and complying with all required permits. The City will ensure the work area is properly controlled and will ensure that signage is installed directing unauthorized persons not to enter onto the construction site during any phase of development or construction. The City will be responsible for site security, traffic, and pedestrian warnings during the development and construction phases.

3. **Development and Construction Fees, and Expenses.** If any additional reasonable and customary permits, fees, and expenses associated with the development and construction of Alternate 1 (other than those already obtained) become necessary, the City will obtain them, and King County will reimburse the City its cost to obtain the permits, fees, or expenses. King County shall have the opportunity to review any additional fee request and shall only be required to pay additional fee requests that it determines, in its sole discretion, to be reasonable and customary. The maximum amount of additional reimbursement that the County shall pay is $105,000.

4. **Change Orders.** Should any change order(s) be required for the completion of Alternate 1, the City will consult with King County. The City may approve minor changes in contract time or contract cost (less than $10,000) as needed to timely complete Alternate 1, and the City may approve a substantial change (up to $25,000) if the change is needed immediately due to an emergency or

due to significant delay damages that would be incurred while obtaining the county's consent. Except as provided in this subsection, no change orders shall be approved unless King County consents. Upon King County consent and approval, the City will enter into an agreement with the Contractor, Terra Dynamics, for the requisite Change Order. Should any of the change orders result in any additional costs, King County shall be responsible for the payment of such costs pursuant to the billing procedures outlined in Section C above subject to the limits set forth in Section E. 3.

5. **Public Works Laws.** To the extent applicable, the City will comply with all public works laws, regulations, and ordinances, including but not limited to those related to prevailing wages (see RCW 39.12), retainage (see RCW 60.28), bonding (see RCW 39.08), and use of licensed contractors (se RCW 39.06). The City will indemnify and defend King County should it be sued or made the subject of an administrative investigation or hearing for a violation of such laws, regulations, and ordinances in connection with the improvements.

6. **Compliance with laws and regulations.** The City represents to the County that it will require its Contractor in performing work under Alternative 1 to comply with all applicable regulations, rules, statutes and ordinances.

7. **Contractor Indemnification and Hold Harmless.** As part of its negotiated Alternate 1 change order, the City will require the Contractor to defend, indemnify and hold King County, their officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney's fees and costs, arising out of or in connection with the design, development, and construction work for the Project, including but not limited to the Alternative 1 project on County Property, except for injuries and damages caused by King County's negligence or willful misconduct. The indemnification provision shall be as broad as provided in Section F.20.

8. **Professional Errors and Omissions.** King County has reviewed and approved the errors and omission insurance obtained by SLA Landscape Architects, the City's prime architect, including the limits of that insurance. King County may require the City to provide copies of SLA Landscape Architects insurance certificates or insurance policies to King County upon request.

9. **Contractor Insurance.** The City shall require that the County be included as an additional insured on all of the Contractor's insurance policies, and that the County is included as a party indemnified by the Contractor in the construction contract for Alternative 1 indemnification provisions and receives the same protection as the City.

10. **Verification of Coverage.** The City shall furnish original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing fulfillment of the Contractor's insurance requirements before commencement of the Alternate 1 work. If requested by King County, the City will require its Contractor to file with King County a copy of the insurance policy that includes all applicable conditions, exclusions, definitions, terms, and endorsements related to the Alternate 1 work.

11. **Right to Inspect.** King County at its discretion reserves the right to review and inspect the Alternate 1 work for compliance with this agreement. If King County determines all or any portion of the Alternate 1 work does not comply with the approved Alternate 1 contract documents, plans, or specifications, King County will timely notify the City in writing of the specific items it deems objectionable. If the City concurs with King County's objection, the City will direct

the Contractor to undertake reasonable corrective action within a time period agreed to by the Parties, or if no time period is agreed, within sixty days. If the City does not concur with King County's objection, King County will be designated with the City's authority, as Project Owner, to pursue the dispute resolution process established in the contract documents.

12. The City shall update the County on its progress in constructing the Alternative 1 project in its weekly construction meetings.

13. After the Contractor notifies the County in writing that the Alternative 1 project has reached Substantial Completion (as defined in the Contract Documents), the Parties shall perform a mutual inspection of the Project. The County may provide a written deficiency list to the City within five (5) working days after this inspection. The list shall contain only construction deficiencies that the County believes are out of compliance with the Contract plans and specifications. The County shall cite the plan sheet number or specification that it considers to be at issue in the deficiency and provide a written description of the remedy the City believes is necessary for each deficiency cited.

15. The City shall, in its sole discretion, determine whether Substantial Completion has occurred under the Contract. After the City provides the Contractor with notice that Substantial Completion has occurred and the Contractor indicates to the City that all physical work required by the Contract is complete, the Parties shall perform a mutual final inspection of the Project. The County may provide a written deficiency list to the City within five (5) working days after the final inspection. The list shall contain only construction deficiencies that the County believes are out of compliance with the Contract plans and specifications. The County shall cite the plan sheet or specification that it considers to be at issue in the deficiency and provide a written description of the remedy the County believes is necessary for each deficiency cited. Final Acceptance of the Project shall be by the City, in its sole discretion.

F. <u>Use, Maintenance, and Ownership of Facility.</u>

1. Although the primary use of the Alternate 1 parking area is for trailhead parking, users of Summit Park and Ballfields may also use the parking area, but the City will designate it for overflow parking only. The City shall adopt and enforce time limits for the Alternative 1 parking by park users.

2. In exchange for use of the Alternative 1 parking area as an overflow parking lot, the City will be solely responsible for all maintenance and operation of the Alternate 1 parking area, including all associated facilities. After completion of construction, the City will maintain the parking area in a safe, secure and environmentally responsible manner. Specifically, the City will maintain and regularly clean (sweeping, de-icing, etc.) the parking area and keep the parking area clear of major debris. Similarly, the City will be responsible to pay the cost of electricity and maintenance of the lighting system in the Alternate 1 parking area. In addition, the City shall be responsible for major maintenance items including but not limited to re-striping, sealing, and asphalt overlays.

3. Upon King County's completion and acceptance of all Alternate 1 improvements, King County will convey ownership of all Alternate 1 improvements to the City in consideration of the City's ongoing short and long-term maintenance obligations.

4. The parties may enter into a more detailed separate maintenance agreement for the

Alternate 1 parking area after completion of construction and acceptance of the Project work, but if no such agreement is created, this agreement will control.

G. General Terms and Conditions.

1. **Termination for Cause.** If for any cause either party does not fulfill in a timely and proper manner its obligations under this agreement, or if either party violates any of the terms and conditions, the aggrieved party will give the other party written notice of the failure or violation. The aggrieved party will give the other party 15 working days to correct the violation or failure. If the failure or violation is not corrected within 15 days, the aggrieved party may immediately terminate this agreement by notifying the other party in writing.

3. **Employment.** The City does not anticipate hiring any additional employees to maintain the parking area or otherwise perform its obligations under this agreement. If the City should elect to do so, however, it agrees not to discriminate against any employee or applicant for employment because of sex, race, color, creed, national origin, sexual orientation, gender identity or expression, marital status or the presence of any sensory, mental, or physical handicap or age, except by minimum age and retirement provisions, unless based upon a bonafide occupational qualification. This requirement shall apply without limitation to all aspects of employment (including lay-offs or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship) and advertisement.

4. **Services and Activities.** No person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this agreement on the grounds of sex, race, color, creed, national origin, sexual orientation, gender identity or expression, age (except minimum age and retirement provisions), marital status, or the presence of any sensory, mental, or physical handicap. Any violation of this provision shall be considered a violation of a material provision of this agreement and shall be grounds for termination or suspension in whole or in part of this agreement by King County.

5. **Other Nondiscrimination Laws.** The City will also comply with all applicable anti-discrimination laws or requirements of any and all jurisdictions having authority.

6. **Assignment.** Neither Party may assign all or part of this agreement without the non-assigning Party's prior written approval.

7. **Powers of the County.** Nothing contained in this agreement will be considered to diminish the governmental or police powers of King County.

8. **Force Majeure.** The performance of this agreement by either party is subject to acts of God, war, government regulation or advisory, disasters, fire, accidents or other casualty, strikes or threat of strikes, civil disorder, acts and/or threats of terrorism, or curtailment of transportation services or facilities, cost or availability of power, or similar causes beyond the control of either party making it illegal, impossible, or impracticable to hold, reschedule, or relocate the City's use of the Alternate 1 parking area as contemplated in this agreement. Either party may terminate or suspend its obligations under this agreement if those obligations are prevented by any of the above events to the extent the events are beyond the reasonable control of the party whose reasonable performance is prevented.

9. **Agreement is Public Document.** This agreement will be considered a public

document and will be available for inspection and copying by the public.

10. **Records Maintenance.** King County has reviewed, accepted, and approved the Contractor's record keeping requirements in the contract documents. These records shall be available for inspection, review, or audit by personnel of King County, and the Office of the State Auditor, as authorized by law. One electronic copy of record drawings shall be provided to King County in original PDF and native format.

Records and other documents in any medium furnished by one party to this agreement to the other party will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose this material to any third parties without first notifying the furnishing party and giving it a reasonable opportunity to respond. Each party will use reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

11. **Rights to Data.** Unless otherwise agreed, Alternate 1 parking area data originating from construction of the parking area under this agreement shall be "works for hire" as defined by Title 17 U.S.C., Section 101, and shall be owned by the City and King County. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to use, copyright, patent, register and the ability to transfer these rights.

12. **Records, Audits and Inspections.** King County shall have the right to inspect, review and audit the City's books, records and other materials related to any matters covered by this agreement and not otherwise privileged.

13. **Entry by King County.** King County may enter the Alternate 1 parking area at any time for any reason. Any person or persons who may have an interest in the purposes of King County's visit may accompany King County. King County has the right to use any and all means that King County deems proper to open gates to obtain entry to the parking area.

14. **Compliance with All Laws and Regulation.** Construction of the Project, including but not limited to the Alternative 1 project on County Property are City public works subject to the all applicable laws, ordinances and regulations related to City public works projects. In designing, planning and constructing the Project including the Alternative 1 project on County Property, the City shall comply with all applicable laws, ordinances and regulations from any and all authorities having jurisdiction including those related to public works payment of prevailing wages and competitive bidding of contracts. The City shall indemnify and defend King County should the County be sued or made the subject of an administrative investigation or hearing for a violation of such laws related to this Agreement. Further, the City shall ensure that the contract for the Alternative 1 contract requires the Contractor to comply with all applicable laws, ordinances, and regulations from any and all authorities having jurisdiction and, specifically, the requirements of the Washington Industrial Safety and Health Act (WISHA).

15. **Interpretation of County Code and Rules.** If there is any question regarding the interpretation of any provision of King County Code or any King County rule or regulation, King County's decision will govern and will be binding upon the City.

16. Condition of Property; Environmental Matters.

16.1 The City understands, acknowledges, and agrees that the County has not made,

does not make, and specifically negates and disclaims any representations, warranties, promises, covenants, contracts, or guarantees of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning, or with respect to the value, nature, quality, or condition of the County Property, including without limitation all matters pertaining to Hazardous Material as defined below. By executing this Agreement, the City agrees that they accept the condition of the County Property "AS IS, WHERE IS."

16.2 For purposes of this Agreement, the term "Environmental Law" shall mean: any federal, state or local statute, regulation, code, rule, ordinance, order, judgment, decree, injunction or common law pertaining in any way to the protection of human health, safety, or the environment, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9602 et. seq. ("CERCLA"); the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq. ("RCRA"); the Washington State Model Toxics Control Act, RCW ch. 70.105D ("MTCA"); the Washington Hazardous Waste Management Act, RCW ch. 70.105; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., the Washington Water Pollution Control Act, RCW ch. 90.48, and any laws concerning above ground or underground storage tanks. For the purposes of this Agreement, the term "Hazardous Material" shall mean: any waste, pollutant, contaminant, or other material that now or in the future becomes regulated or defined under any Environmental Law.

16.3 At their own cost and expense, the City shall comply with any existing or hereafter enacted Environmental Law that affects the City's activities in, on, or in connection with the County Property. The City shall be solely responsible to obtain all required permits and approvals before commencing any work in or on the County Property and to make all necessary submissions to appropriate agencies charged with enforcing Environmental Law that may affect City's use of or activities in, on, or in connection with the Easement Area.

16.4 In addition to all other indemnities provided in this Agreement, the City shall defend, indemnify, and hold the County harmless from any and all claims, causes of action, regulatory demands, liabilities, fines, penalties, losses, and expenses, including without limitation all investigation, cleanup, or other remedial costs (and including attorneys' fees, costs, and all other reasonable litigation expenses when incurred and whether incurred in defense of actual litigation or in reasonable anticipation of litigation) arising from either (i) the placement, release, or use by the City (or their respective officers, agents, contractors, subcontractors, or invitees) of any Hazardous Material on the County Property or (ii) the migration of any such Hazardous Material if placed, released, or used by the City (or its respective officers, agents, contractors, subcontractors, or invitees) from the County Property to other properties or the surrounding environment, all whether (1) made, commenced, or incurred while this Agreement is in effect, or (2) made, commenced, or incurred after this Agreement is terminated, extinguished, relinquished, or expired if arising out of or relating to events occurring while this Agreement is in effect.

17. **No Employment Relationship.** Officers, agents, employees, or subcontractors of the City are not employees of King County for any purpose. The City will be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law. King County

assumes no responsibility for the payment of any compensation, wages, benefits, or taxes by, or on behalf of the City, its employees, subcontractors, and/or others by reason of this agreement.

18. **Indemnification and Hold Harmless.** To the fullest extent permitted by law, the City shall indemnify, defend, and hold harmless County, its officials, agents, and employees, from and against all claims arising out of or resulting from the City's negligent acts or omissions in performance of this agreement. City agrees that it is fully responsible for the acts and omissions of its own subcontractors, their employees and agents, acting within the scope of their employment as such, as it is for the acts and omissions of its own employees and agents. "Claim" as used in this agreement means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting therefrom. The City's obligation to indemnify, defend, and hold harmless includes any claim by the City's agents, employees, representatives, any contractor or subcontractor or its employees, or any third party. However, the City shall not indemnify, defend, or hold harmless King County, its officials, agents, and employees for claims caused by or resulting from the sole negligence of County, its officials, agents, and employees, and in the event of concurrent negligence by (1) the City, its agents, employees, representatives, any contractor or subcontractor or its employees, or any third party and (2) King County, its officials, agents, and employees, then the City's obligation to indemnify, defend, and hold harmless King County, its officials, agents, and employees shall be valid and enforceable only to the extent of the City's, its agents, employees, representatives, any subcontractor or its employees share of any concurrent negligence or willful misconduct. The City waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless King County and its officials, agents or employees.

To the fullest extent permitted by law, King County shall indemnify, defend, and hold harmless the City, its officials, agents, and employees, from and against all claims arising out of or resulting the City's negligent acts or omissions in performance of this agreement. County agrees that it is fully responsible for the acts and omissions of its own subcontractors, their employees and agents, acting within the scope of their employment as such, as it is for the acts and omissions of its own employees and agents. "Claim" as used in this agreement means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable for bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting therefrom. King County's obligation to indemnify, defend, and hold harmless includes any claim by County's agents, employees, representatives, any contractor or subcontractor or its employees, or any third party. However, King County shall not indemnify, defend, or hold harmless the City, its officials, agents, and employees for claims caused by or resulting from the sole negligence of the City, its officials, agents, and employees and in the event of concurrent negligence by (1) King County, its agents, employees, representatives, any contractor or subcontractor or its employees, or any third party and (2) the City, its officials, agents, and employees, then King County's obligation to indemnify, defend, and hold harmless the City, its officials, agents, and employees shall be valid and enforceable only to the extent of King County's, its agents, employees, representatives, any subcontractor or its employees share of any concurrent negligence or willful misconduct. King County waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the City and its officials, agents or employees.

19. **Insurances.**

19.1 Each party shall maintain, for the duration of each Party's liability exposures under this agreement, self-insurance against claims for injuries to persons 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.

19.2 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 King County's liabilities including injuries to persons and damage to property. The City acknowledges, agrees and understands that King County is self-funded for all of its liability exposures and that King County will, at its own expense, maintain, through its self-funded program, coverage for all of its liability exposures for this agreement. King County will provide the City with at least 30 days prior written notice of any material change in King County's self-funded program and, if requested, will provide the City with a certificate of self-insurance as adequate proof of coverage.

19.3 The City is self-insured for all exposures to tort liability, general liability, property damage liability and vehicle liability, through its membership in the Washington Cities Insurance Authority, but only as respects the City's negligence. The City will provide King County with at least 30 days prior written notice of any material change in the City's self-insurance program and if requested, the City will produce evidence of its self-insured status.

19.4 The parties' self-insurance shall meet, at a minimum, the following requirements:

1) Commercial General Liability (CGL) insurance providing bodily injury liability and property damage liability with a limit of not less than $1,000,000 per occurrence and $2,000,000 general aggregate limits.
2) Employer's liability ("Stop Gap") insurance, and if necessary, commercial umbrella liability insurance with limits not less than $1,000,000 each accident for bodily injury by accident or $1,000,000 each employee for bodily injury by disease.
3) Business Automobile Liability insurance and, if necessary, commercial umbrella liability insurance with a minimum limit of liability of not less than $1,000,000 per occurrence for all owned, non-owned, and hired automobiles.

20. **Waiver of Breach.** Waiver of any breach of this agreement shall not be deemed to be a waiver of any other or 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 Party granting the waiver, which shall be attached to the original agreement.

21. **Additional Requirements.** The Parties reserve the right to modify this agreement as necessary to equitably address unforeseen circumstances that may arise. The Parties agree to cooperate in good faith and in the spirit of this agreement with respect to any such requested modifications. Any amendments or addendums to this agreement shall be in writing and executed with equal formality as this agreement.

22. **Disputes.** If a dispute arises, each party will make a good faith effort to resolve issues at the lowest possible level in their respective agencies. If they cannot resolve an issue, they will elevate the issue within their respective chains of command to resolve it.

23. **Remedies are Cumulative.** Remedies under this agreement are cumulative; the failure to exercise any right on any occasion will not operate to forfeit that remedy.

24. **Eminent Domain.** The following rules will govern the rights and duties of the Parties in the event of interference with the City's design, construction, or use of the Alternate 1 parking area as a result of the exercise of eminent domain or private purchase in lieu thereof.

24.1 **Right of Termination.** If the whole of the Site or the Facility is taken for any public or quasi-public use under any statute or by right of eminent domain, or by private purchase in lieu thereof, then this agreement will automatically terminate as of the date that title is taken. If more than twenty-five percent of the Alternate 1 parking area is so taken and if thetaking surrenders the remainder thereof unusable for the purposes contemplated under this agreement, then the City and King County will each have the right to terminate this agreement on thirty-day notice to the other, given within ninety days after the date of such taking.

24.2 **Non-Termination.** If any part of the Alternate 1 parking area is so taken and this agreement is not terminated, then the agreement remains in effect with respect to the remainder of the area.

24.3 **Compensation.** The compensation awarded or paid upon a total or partial taking of the Alternate 1 parking area will belong to and be apportioned between the City and King County in accordance with their respective interests under this agreement as determined between them or by a court. Additionally, either Party may prosecute any claim directly against the condemning authority for the costs of removal of the property belonging to that Party. King County will have no claim to condemnation proceeds attributable to the City's interest in the Alternate 1 parking area, nor will the City have any interest in King County's condemnation proceeds, if any.

25. **Surrender.** Within thirty days of the time this agreement expires or is terminated, the City will remove any and all of its portable improvements at the Alternate 1 parking area. If improvements include non-portable fixtures, such improvements shall inure to the benefit of King County and shall remain at the parking area.

26. **Headings Not Part of Agreement.** The headings in this agreement are for convenience only and shall not be deemed to expand, limit, or otherwise affect the substantive terms of this agreement.

27. **Governing Law.** This agreement shall be governed by the laws of the State of Washington, without regard to its conflicts of law rules or choice of law provisions.

28. **Jurisdiction and Venue.** The exclusive jurisdiction and venue for any disputes arising under this agreement, including matters of construction, validity and performance, shall be in the Superior Court for King County, Washington.

29. **Exhibits.** Exhibits A through D are attached and are incorporated by this reference:

- Exhibit A – Summit Park and Ballfields Project Area Map
- Exhibit B – County Property
- Exhibit C – Alternate 1 Parking Area Map
- Exhibit D – Parking Lot Design

30. **Entire agreement.** This agreement and any and all exhibits expressly incorporated by

reference shall constitute the whole agreement between King County and the City. There are no terms, obligations, allowances, covenants, or conditions other than those contained here.

31. **Severability.** Should any provision of this agreement be found to be invalid, illegal, or unenforceable by any court of competent jurisdiction, that provision shall be stricken and the remainder of this agreement shall nonetheless remain in full force and effect unless striking the provision will materially alter the intention of the Parties.

32. **Project Coordinators.** The Parties' project coordinators for purposes of notice and communication are:

- Project Coordinator for King County is: Jean White
- Project Manager for the City is: Greg Brown

By signature below, the Agencies certify that the individuals listed in this document, as representatives of the Agencies, are authorized to act in their respective areas for matters related to this instrument.

IN WITNESS, the parties have executed this agreement.

KING COUNTY
DEPARTMENT OF NATURAL RESOURCES
AND PARKS AND RECREATION DIVISION

Kathy Tey

Kathryn Tey
Print Name

Acting Director
Title

9/13/18
Date

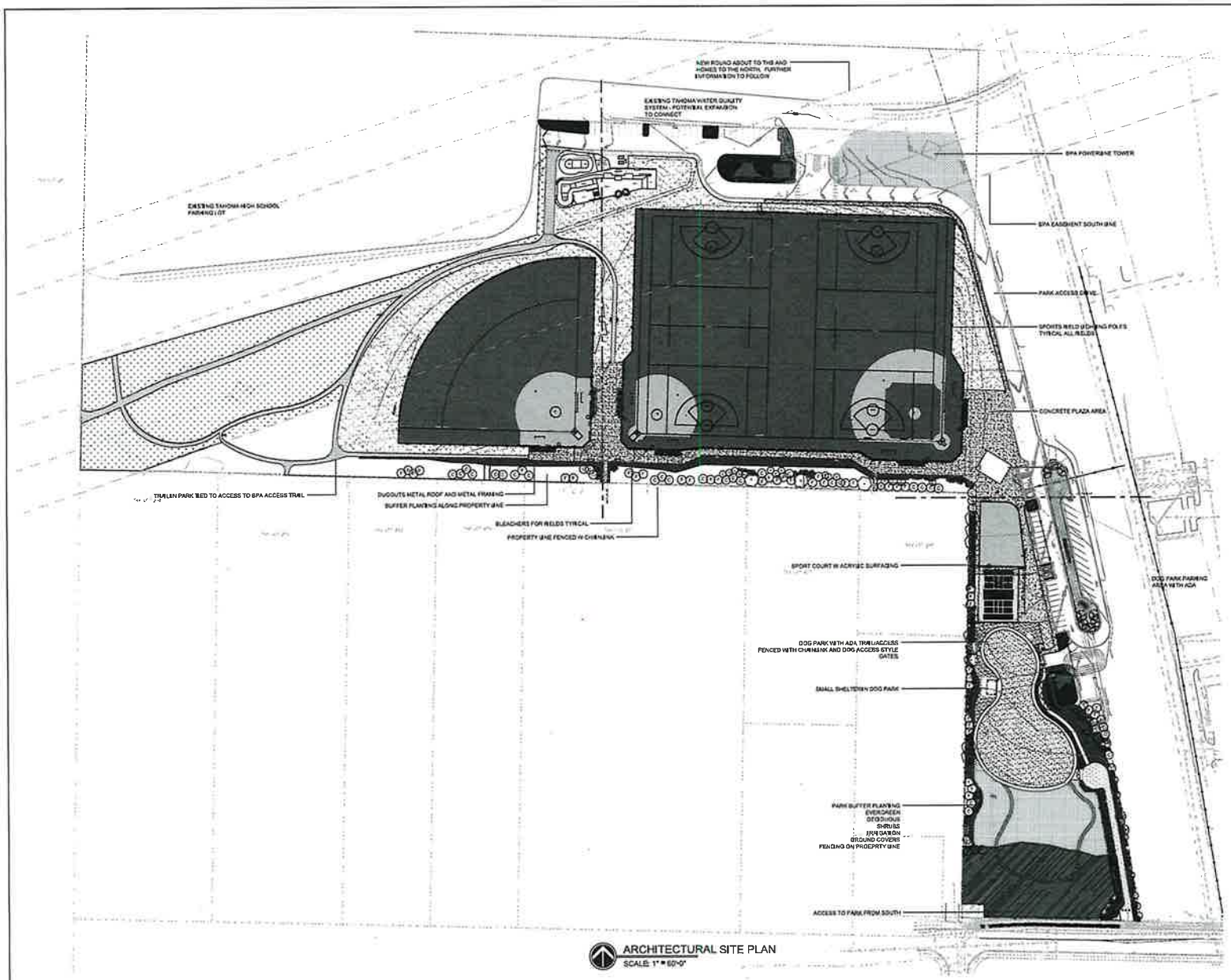
CITY OF MAPLE VALLEY

Laura Philpot

Laura Philpot
Print Name

City Manager
Title

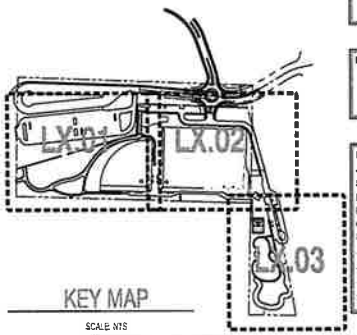
9-13-18
Date



ARCHITECTURAL SITE PLAN
SCALE: 1" = 60'-0"

SITE PLAN LEGEND

- GALVANIZED CHAINLINK FENCING FOR FIELDS AND SITE
- SYNTHETIC TURF FIELD SURFACING
- PLAYGROUND SURFACING - MEETING ALL ADAMPSI STANDARDS FOR SAFE PLAYGROUNDS
- ACRYLIC COURT SURFACING SPORTS COURT
- MOWED LAWN AREA SEEDING
- MEADOW GRASS AREA SEEDING
- DOG PARK SURFACING MATERIALS
- ASPHALT PAVING AREA
- HARDSCAPE SIDEWALK AND PAVING
- BIO RETENTION LANDSCAPING
- BUFFER PLANTING - EXISTING AND ENHANCED VEGETATION



KEY MAP
SCALE: NTS

CALL BEFORE YOU DIG
Call: TOLL FREE
1-800-424-5555

PWE1803-001
PERMIT SET: 05.25.2018

☐ APPROVED
☐ APPROVED SUBJECT TO CORRECTIONS NOTED.
DATE:
BY:
CITY OF MAPLE VALLEY PUBLIC WORKS DEPARTMENT

Division of MAPLE VALLEY

SUMMIT PARK & BALLFIELDS
CITY OF MAPLE VALLEY PARKS AND RECREATION
23915 SE TAHOMA WAY
MAPLE VALLEY, WA 98038

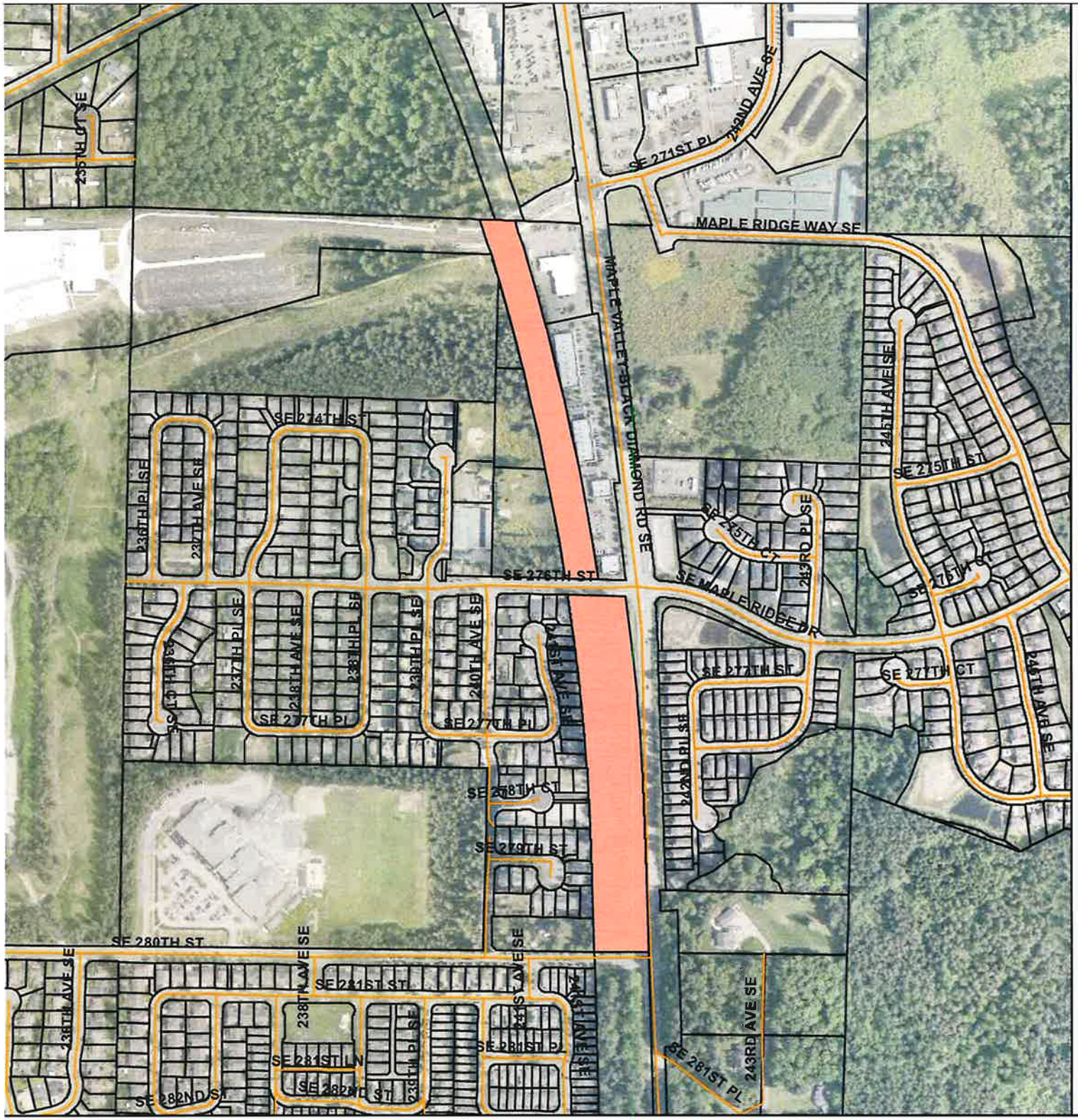
SLA
LANDSCAPE ARCHITECTURE
23530 SE 456th Way
Enumclaw, WA 98022
P (425) 766-9535
F (425) 793-4276

Drawing:
SITE PLAN

Date: 5/25/2018
Job #: 2018-
Scale: NTS
Design: EJSW
Drawn: EJSW
Check: EJSW
Revisions:

Sheet
G1.03

Exhibit B



County Property - Parcel # 3422069191

Street

Parcels

0 200 400 800 Feet

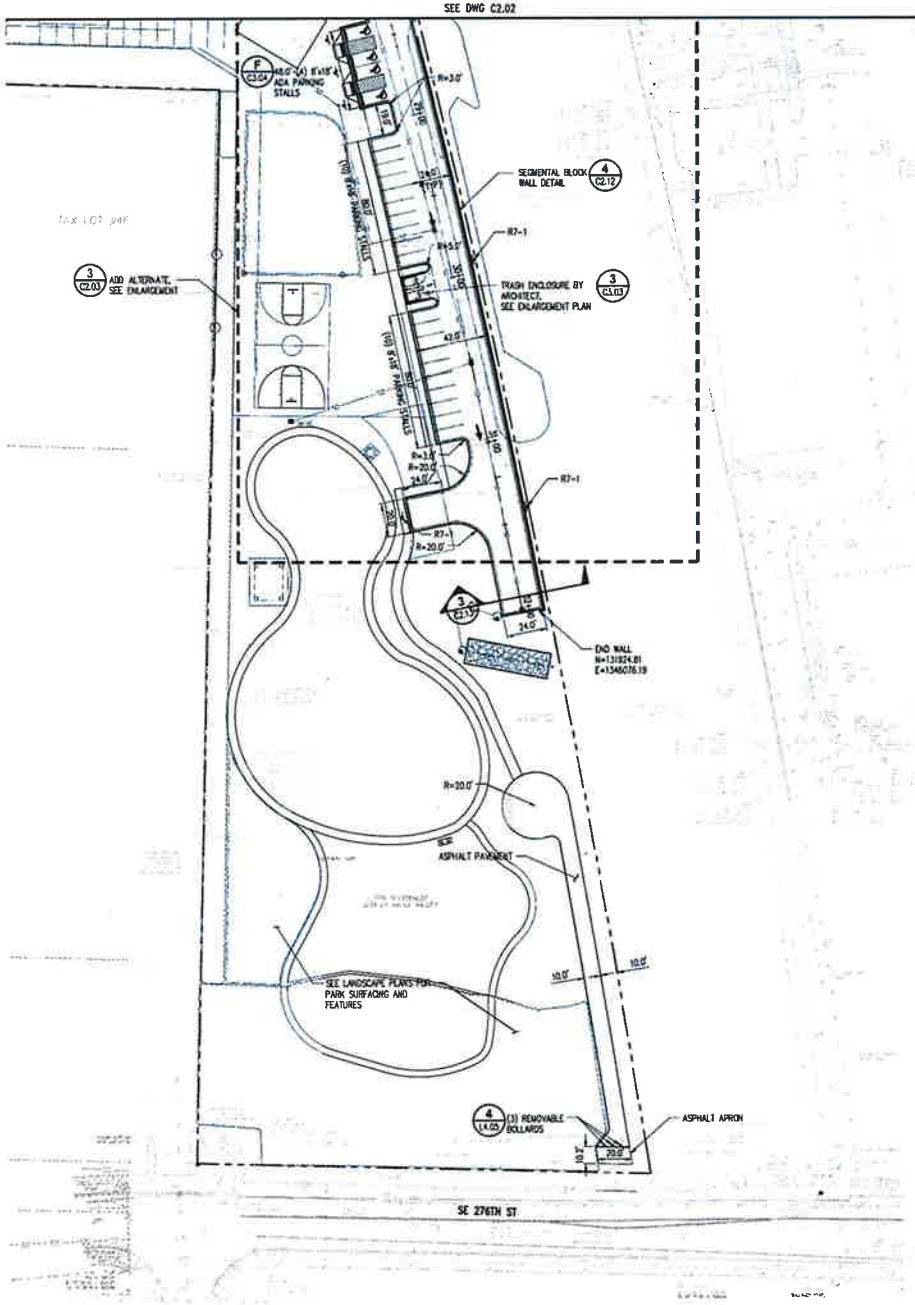
N

King County

Department of
Natural Resources and Parks
Parks and Recreation Division

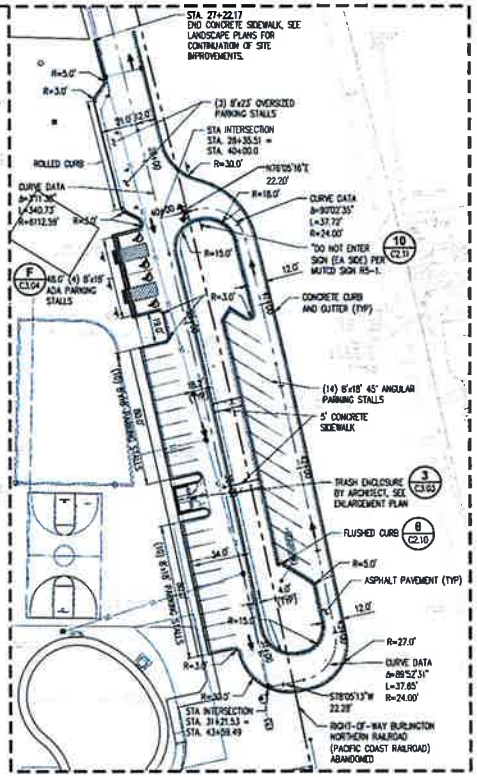
9/5/18

The information included on this map has been compiled by King County staff from a variety of sources and is subject to change without notice. King County makes no representations or warranties, express or implied, as to accuracy, completeness, timeliness, or rights to the use of such information. This document is not intended for use as a survey product. King County shall not be liable for any general, special, indirect, incidental, or consequential damages including, but not limited to, lost revenues or lost profits resulting from the use or misuse of the information contained on this map. Any sale of this map or information on this map is prohibited except by written permission of King County.



HORIZONTAL CONTROL AND PAVING PLAN (SE)

1 C2.03 SCALE: 1" = 30'



ADD ALTERNATE

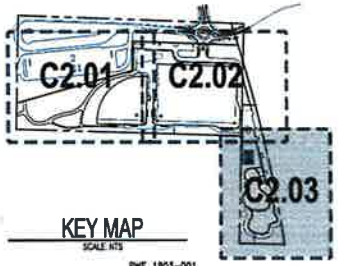
NTS 3 C2.02, C2.03

NOTES:

1. FOR TYPICAL ROAD AND PARKING LOT SECTIONS, SEE SHEET C2.12.
2. SEE C5.01–C5.03 FOR IMPROVEMENTS ALONG SE 276TH STREET.
3. PERMISSION IS REQUIRED FROM TAHOMA HIGH SCHOOL IN ORDER TO CONNECT TO THEIR EXISTING PARKING LOT.

LEGEND:

- ASPHALT PAVEMENT 1 C2.10
- CONCRETE SIDEWALK 9 C2.10
- BARRIER CURB 5 C2.10
- CONCRETE CURB & GUTTER 4 C2.10
- FLUSH CURB 6 C2.10
- CROSSWALK 2 C2.11
- PARALLEL 3 CURB RAMP TYPE A 1 C2.12
- DIRECTIONAL CURB RAMP TYPE A 2 C2.12
- ROLLED CURB/OVERSIZED PARKING STALLS 8 C2.10 / 9 C2.11
- ADA PARKING STALL 3 C2.11
- PARKING STALL 5 C2.11
- 8'x18' 45° ANGULAR PARKING STALLS 8 C2.11



KEY MAP

SCALE NTS

PWE 1803-001

☐ APPROVED

☐ APPROVED SUBJECT TO CORRECTIONS NOTED.

DATE:

BY:

CITY OF MAPLE VALLEY PUBLIC WORKS DEPARTMENT

Call 811 (at least two business days before you dig)

0 15 30 60

1 inch = 30 feet

MAPLE VALLEY

kpff
1601 5th Avenue, Suite 1600
Seattle, WA 98101
206.622.3823
www.kpff.com

SUMMIT PARK & BALLFIELDS
CITY OF MAPLE VALLEY PARKS AND RECREATION

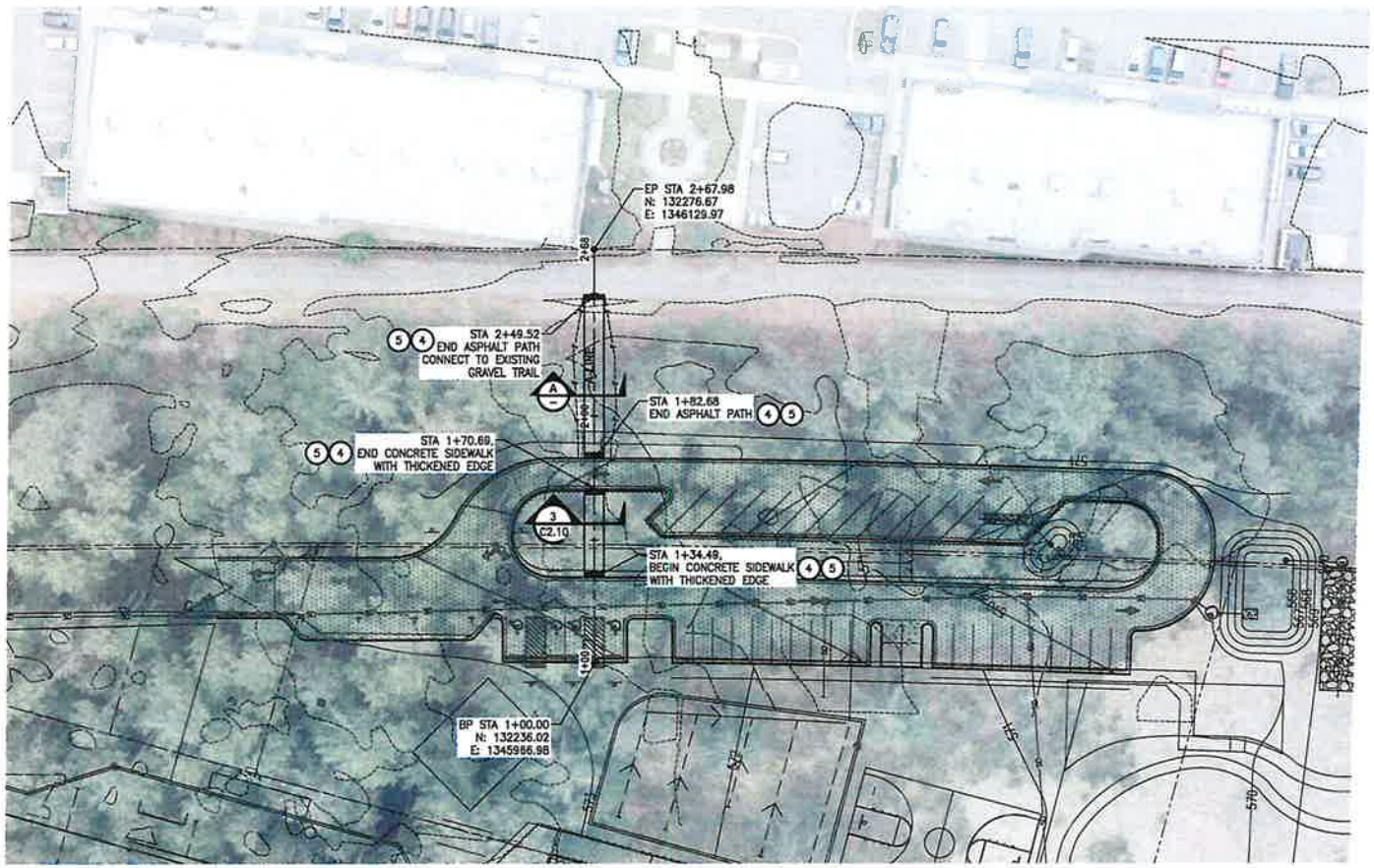
SLA LANDSCAPE ARCHITECTURE
23630 SE 456th Way
Enumclaw, WA 98022
P (425) 766-9535
F (425) 793-4276

Drawing: HORIZONTAL CONTROL AND PAVING PLAN (SE

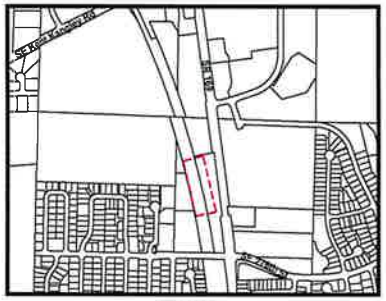
Date:	05/25/2018
Job #:	11800522
Scale:	AS SHOWN
Design:	S. McCLAVE
Drawn:	P. PORTVENI
Check:	J. EBERHART
Revisions:	

Sheet: C2.03

Exhibit D



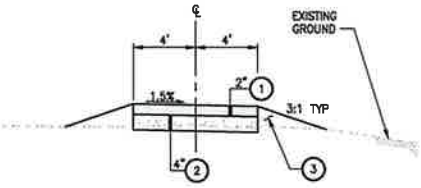
PLAN
SCALE IN FEET
0 25 50



KEY MAP
NO SCALE

NOTES:

1. HMA CL. 1/2" PG 64-22
2. CRUSHED SURFACING TOP COURSE
3. SELECT BORROW INCL. HAUL
4. DEPRESSED CURB AND GUTTER AT ENTRANCE TO PARKING LOT
5. DETECTABLE WARNING SURFACE PER WSDOT STD PLAN F-45.10-02



ASPHALT PATH
SECTION A
NO SCALE

GENERAL NOTE:

THE INFORMATION SHOWN ON THESE SHEETS SUPPLEMENT PROJECT PLANS TITLED "SUMMIT PARK & BALLFIELDS", PSE1803-001, CITY PROJECT P3, AND DATED 05.25.2018 (BID SET) BY THE CITY OF MAPLE VALLEY, WA.

REVIEW SUBMITTAL

REVISIONS	DATE	BY

DESIGNED M. MILLER
DRAWN M. MILLER
CHECKED J. DVORAK
APPROVED J. DVORAK

ONE INCH AT FULL SCALE. IF NOT, SCALE ACCORDINGLY
FILE NAME P15-71223-PH1-SummitPark
JOB NO. 214-1521-223
DATE SEPTEMBER 2018

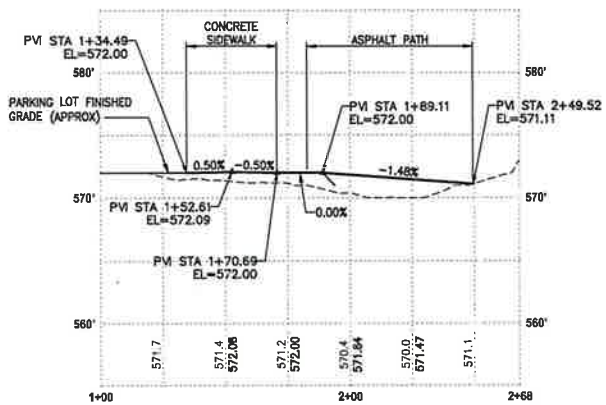
PRELIMINARY

Parametrix
ENGINEERING. PLANNING. ENVIRONMENTAL SCIENCES
719 2ND AVENUE, SUITE 200 | SEATTLE, WA 98104
P 206.394.3700
WWW.PARAMETRIX.COM

PROJECT NAME
SUMMIT PARK DESIGN SUPPORT

PLAN

DRAWING NO.
1 OF 2
AL1



A-LINE
PROFILE
HORIZ: 1"=25'
VERT: 1"=5'

REVIEW SUBMITTAL

REVISIONS	DATE	BY

DESIGNED M. MILLER
DRAWN M. MILLER
CHECKED J. DVORAK
APPROVED J. DVORAK

ONE INCH AT FULL SCALE. IF NOT, SCALE ACCORDINGLY
FILE NAME P1521223-PH1-SummitPark
JOB No. 211-1521-223
DATE SEPTEMBER 2018

PRELIMINARY

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ENGINEERING PLANNING ENVIRONMENTAL SCIENCES
719 2ND AVENUE, SUITE 200 | SEATTLE, WA 98104
P 206.394.3700
WWW.PARAMETRIX.COM

PROJECT NAME
SUMMIT PARK DESIGN SUPPORT

PROFILES

DRAWING NO.
2 OF 2
AL2