

May 1, 1997
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Introduced By: Louise Miller

Proposed No.: 97-255

ORDINANCE NO. **12741**

A ORDINANCE authorizing the Executive to enter into two long term agreements with the City of Woodinville relating to the design, construction, use and maintenance of Wilmot Gateway Park and Sammamish River Auxiliary Trail and Bridge.

PREAMBLE

1. The City of Woodinville (the City) desires to own, operate, and maintain parks, open space, recreation facilities and programs and other municipal programs, facilities and properties inside its boundaries.
2. King County desires to partner with cities for cost sharing arrangements on parks located within city boundaries, as outlined in the King County Park, Recreation and Open Space Plan, adopted by Ordinance 12349.
3. The King County executive has determined that, because of the agreement of the City to jointly design, construct, maintain and use the recreational facilities in accordance with the proposed agreements, it is in the best interests of the citizens of King County to enter into these agreements.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. The King County executive, on behalf of the citizens of King County, is hereby authorized to execute two interlocal agreements, substantially in the forms attached, with

1 the City of Woodinville for joint development and cooperative use of the Wilmot Gateway Park
2 and the Sammamish River Auxiliary Trail and Bridge, all as further described in the attached
3 documents.

4 INTRODUCED AND READ for the first time this 21st day of
5 April, 1997.

6
7 PASSED by a vote of 10 to 0 this 12th day of May, 1997.

8 KING COUNTY COUNCIL
9 KING COUNTY, WASHINGTON

10 Kene Hague
11 Chair

12 ATTEST:

13 Justina
14 ~~ACTING~~ Clerk of the Council

15
16 APPROVED this 23 day of May, 1997.

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18 Donald Amis
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20 KING COUNTY EXECUTIVE

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24 Attachment: Interlocal Agreements (2)
25 Wilmot Gateway Park
26 Auxiliary Trails to the Sammamish River Trail

**INTERLOCAL AGREEMENT
FOR JOINT DEVELOPMENT AND COOPERATIVE USE OF
WILMOT GATEWAY PARK**

THIS AGREEMENT is made and entered into this day by and between KING COUNTY ["County"] and the CITY OF WOODINVILLE ["City"] and collectively referred to in this Agreement as the "Parties".

RECITALS

1. The County owns certain real property, which contains a portion of the regional Sammamish River Trail [the "Trail"] located adjacent to Wilmot Gateway Park, identified as Parcel A on Exhibit 1, attached hereto.
2. The City owns certain real property, which is the site of the proposed Wilmot Gateway Park [the "Park"] identified as Parcel B on Exhibit 1, attached hereto.
3. The City and the County have mutually determined that the public interest would be best served with the least expenditure of public funds by a two party agreement providing for the City and the County to jointly design, construct, maintain and use the recreational facilities in accordance with the terms and conditions of this Agreement.
4. **AUTHORITY.** This Agreement is entered into pursuant to the following Washington statute: RCW 39.34 (Interlocal Cooperation Act).

NOW, THEREFORE, the parties agree as follows:

PROJECT DESCRIPTION

5. The County has agreed to allow the City to relocate a portion of the Trail onto the Park. The City will develop that portion of the relocated Trail as a part of the Park.

PART I: RESPONSIBILITIES OF THE PARTIES

6. **CITY DEVELOPMENT RESPONSIBILITIES.**

6.1 City shall provide a suitable, hard surface Trail detour route, approved by the County, during construction which will include the following:

Construction warning and detour signage and barricades

Construction informational signage identifying a City contact for inquiries and complaints

Smooth transition (non-discernible rise or dip) from existing trail to temporary detour route

Permanent replacement Trail that meets current County Trail standards, and includes all ADA standards.

The contractor chosen will be held to all OSHA / WISHA standards.

All temporary and permanent Trail signage must be mutually acceptable and approved by both Parties.

6.2 All written communications that makes mention of either party in reference to this agreement or involves this site, a copy will be sent to party in mentioned.

7. COUNTY DEVELOPMENT RESPONSIBILITIES. County shall not have any development responsibilities.

8. PROJECT FINANCING. The City shall be responsible for all project costs for the development of the Park and the relocation of the Trail. Such project costs will include project management costs incurred by the County for plans review and inspections for the relocation of the County's Trail.

9. CONTRACT DOCUMENTS AND BIDDING. The City shall be responsible for preparing and submitting all of the required information necessary for obtaining any and all required facilities' permits. The City shall be identified as the lead agency/owner for the purpose of obtaining permits. The City shall be primarily responsible for preparing a site plan and the facilities drawings and specifications ["Site Plan"]. The Site Plan is to be completed in the facilities design phase including estimated development costs, and shall be subject to the review and approval of the County. Upon its approval, the Site Plan shall be attached to and become a part of this Agreement as Exhibit II. The County shall have the right to review and approve the City's development proposal prior to

submission of the proposal for competitive construction bids; which approval shall not be unreasonably withheld.

10. PROJECT CONSTRUCTION.

10.1 Supervision and Compliance: The City shall perform the duties of the "Owner" as defined in the contract documents, specifications and Site Plan approved by the County. In the construction of the facilities on Parcel A, the City shall comply with all applicable laws, statutes, rules, regulations and ordinances applicable to the parties to the Agreement, including, without limitation, all necessary governmental permits and approvals.

10.2 Progress Reports: The City shall make periodic reports to the County on the progress of the construction of the facilities pursuant to the Site Plan on Parcel A. The County shall be apprised of all meetings relating to Parcel A development and shall be entitled to attend all meetings, whether regularly scheduled or not. The County retains the right to make inspection of the progress of the Parcel A development including, without limitation, inspection of all Parcel A development documents at reasonable times and upon reasonable notice to the City.

10.3 Default by parties to the Agreement: If at any time, in the reasonable judgment of the Parties, either Party fails to competently perform the duties stated herein, the other Party may demand remedy of such default. If the offending Party shall have failed to commence any cure of such failure within twenty (20) calendar days following written demand, the other Party may, at their option, cure any default. The offending Party shall pay the other Party the cost of such cure.

10.4 Approval of Contract Documents: The Site Plan and all contract documents, including but not limited to contract change orders, shall be approved by the authorized Representatives of the Parties to the Agreement, as required by law. The City shall allow review of all documents by the County upon request.

10.5 License to Enter Property: The County agrees to grant to the City such licenses to enter upon its real property necessary for the exercise of the rights and obligations set forth herein and for the implementation of the Parcel A development.

PART II: USE & RESPONSIBILITIES REGARDING IMPROVEMENTS

11. GENERAL MAINTENANCE.

11.1 City shall provide all routine clean-up, maintenance and repairs within the boundaries of Parcel A.

11.2 County shall provide all routine clean-up, maintenance and repairs to the Trail right-of-way.

11.3 Any damage to the new trail caused by tree root, will be repaired by the City.

12. COVENANT OF USE & PRIORITIES OF USE.

12.1 Covenant of Use: The Parties, their officers, agents, employees, grantees and assigns, covenant that trail improvements, shall be maintained in a manner that allows and provides for public use of the property, by City and unincorporated King County residents, at no cost to the users.

12.2 Scheduling: The Parties agree to coordinate a mutually acceptable schedule of special events, in advance. The Parties shall make reasonable efforts to accommodate the needs of the various public users.

13. ANNUAL MEETING. The Parties' Representatives or their designees shall meet once per year (or more frequently as they agree) to exchange scheduling information relative to the time period discussed in 12.2 above, to be updated on a quarterly basis. The Representatives or their designees also shall discuss any issues either wishes to raise concerning maintenance and repair, including, but not limited to, allocation of responsibility and quality of past performance. In allocating maintenance and repair responsibility, the Parties shall take into consideration the most efficient use of labor and material resources of each. Special events requiring special considerations shall be negotiated on a case-by-case basis.

14. ALTERATIONS/IMPROVEMENTS. Neither Party shall make any additional alterations or improvements to other Party's property, not specifically addressed in this agreement, without written authorization of the other Party.

15. USER FEES. Neither Party shall charge the other Party for the use, routine maintenance, scheduling and/or operation of the Parcel A development

located within the boundary of the land covered under this Agreement. However, the City may charge groups field use and light fees consistent with the County's current Fee Ordinance for public use.

PART III: GENERAL TERMS

16. **TIME PERIOD.** The term of this Agreement is thirty five (35) years. After the expiration of the twenty year term, the Agreement shall be renewed automatically for succeeding periods of five (5) years each. Either Party may decline to renew or to further renew this Agreement by so notifying the other Party in writing. Such notices must be delivered to the other Party no less than eighteen (18) months before the date of the expiration of this Agreement.

17. **REPRESENTATIVES.** Each Party shall designate one person to be its representative for this Agreement ["Representative"] and also for the receipt of notice pursuant to the "Dispute Resolution" arrangements set forth below in this Agreement. The original designations shall be submitted by each signatory, in writing, to the other signatory within 20 days of execution of this Agreement. Each Party shall revise the designation to indicate any change as needed, including the replacement of the originally named Representatives. Revisions shall be delivered to the other Party's Representative. All designations shall state the name of the Representative, his/her title, mailing address and phone number(s).

18. **DISPUTE RESOLUTION.** If either Party claims that the other Party has breached any term of this Agreement, the following procedures shall be followed: if, and when, informal communications such as telephone conversations, fail to satisfy the claiming Party:

18.1 The claiming Party's Representative shall provide a written notice to the other Party's Representative of the alleged breach. The notice shall identify the act or omission at issue and the specific term(s) of the Agreement which the complaining Party alleges was violated.

18.2 The responding Party's Representative shall respond to the notice in writing within ten (10) working days upon receipt of notice. The response shall state that Party's position as well as what, if any, corrective action the responding Party agrees to take.

18.3 The claiming Party shall reply in writing, indicating either satisfaction or dissatisfaction with the response. If satisfied, any

corrective action shall be taken within fourteen (14) days of the receipt of the responding Party's reply. If dissatisfied, the claiming Party shall call for an in-person meeting. The meeting shall occur within a reasonable period of time and shall be attended by the designated Representatives of each Party, and such others as they individually invite.

18.4 If the claiming Party remains dissatisfied with the results of the meeting, it may sue to enforce the terms of this Agreement. The Parties also may agree to an alternate dispute resolution process.

18.5 Termination for cause may be one consequence of a finding by the court, or alternate dispute resolution authority, that one Party has materially breached the terms of this Agreement.

19. **MINORITY/WOMEN'S BUSINESS ENTERPRISES.** All design, development, improvements and construction performed under the terms and conditions of this agreement shall be subject to the County's Minority/Women's Business requirements pursuant to King County Code 4.18., Affirmative Action requirements as set forth in King County Code 12.16 as well as, King County Fair Employment and 504/ADA requirements.

20. **ANTI-DISCRIMINATION.** In all services or activities, and all hiring or employment made possible by or resulting from this Agreement there shall be no discrimination against any employee or applicant for employment because of sex, color, creed, national origin, marital status, sexual orientation or the presence of any sensory, mental, or physical handicap, unless based upon a bonafide occupational qualification. Newcastle, and any contractor or consultant hired to perform work on this development, shall not violate any of the terms of RCW 49.60, Title VII of the Civil Rights Act of 1964, or any other applicable federal, state, or local law or regulations regarding non-discrimination. Newcastle and the contractor/consultant shall also comply with any other anti-discrimination laws or requirements of any and all jurisdictions having authority.

21. **INSURANCE.** The City shall procure and maintain, and shall also require all general contractor(s) ["Contractor"] to procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of work associated with this Agreement. The scope of the insurance coverage shall be at least as broad as:

21.1 Insurance Form

(a) Insurance services Office form number CG 00 01 (Ed. 11-88) covering Commercial General Liability.

(b) Insurance Services form number CA 00 01 (Ed. 12-90), covering Automobile Liability symbol 1 "any auto".

(c) Worker's Compensation / industrial insurance as required by the State of Washington and Stop Gap or Employer's Liability: one million (\$1,000,000.00) dollars.

21.2 Minimum Limits of Insurance: The City and Contractor shall maintain limits of no less than:

(a) Commercial General Liability: one million (\$1,000,000.00) dollars combined single limit.

(b) Automobile Liability: one million (\$1,000,000.00) dollars combined single limit.

(c) Worker's Compensation: Statutory and Stop Gap or Employer's Liability: one million (\$1,000,000.00) dollars.

21.3 Deductibles & Self -Insured Retention: Any deductibles or self-insured retentions shall be declared and approved by the County. The deductible or self-insured retentions of the policies shall not limit or apply to the City's or Contractor's liability to the County and shall be the sole responsibility of City or Contractor.

21.4 Endorsements: The policy shall contain, or be endorsed to contain, the following provisions regarding General Liability and Automobile Liability:

(a) The County and its officers, officials, employees and agents shall be covered as additional insured with respect to liability arising out of activities performed by the City and Contractor on work financed by this Agreement.

(b) To the extent of the City's or Contractor negligence, the City's or Contractor insurance coverage shall be primary insurance with respect to the County, its officers, employees and agents. Any insurance or self-insurance maintained by the County, and its officers, officials, employees or agents shall not be subjected to

contribution in favor of the City's or Contractor's insurance and shall not benefit the City or Contractor in any way.

(c) The City's and Contractor's insurance shall apply separately to each insured against whom a claim is made or a lawsuit is brought, except with respect to the limits of the insurer's liability.

(d) All Coverage: City's or Contractor coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except by the reduction of the applicable aggregate limit by claims paid, until after forty-five (45) days prior written notice has been given to the County and the City.

21.5 Acceptability of Insurers: Insurance shall be placed with the insurers with a Bests' rating of no less than A: VIII rating.

21.6 Verification of Coverage: The City and/or Contractor shall furnish the County with certificates of insurance and endorsements required by this Agreement. The certificates and endorsement for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements for each insurance policy are to be on forms approved by the County and are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies at any time.

22. INDEMNIFICATION.

22.1 The City agrees to hold harmless indemnify and defend at its own expense the County and its officers, agents, and employees, from and against any and all claims, judgments, actions, suits, liability, loss, costs, expenses, or damages arising out of, or in any way resulting from, the negligent acts or omissions of the City, its officers, employees and/or agents, in the course of its performance under this Agreement.

22.2 The County agrees to hold harmless, indemnify and defend at its own expense the City and its officers, agents, and employees, from and against any and all claims, judgments, actions, suits, liability, loss, costs, expenses, or damages arising out of, or in any way resulting from, the negligent acts or omissions of the County, its officers, employees and/or agents, in the course of its performance under this Agreement.

22.3 If any claim, judgment, action, suit, liability, loss, cost, expense, or damage arises out of, or results from, the joint negligent acts or omissions of both the County and the City, each party shall be responsible for its own share of any resulting liability.

22.4 A required specification in any contract awarded by the City for work performed pursuant to this Agreement shall contain a provision binding the Contractor to hold harmless, indemnify and defend at its own expense, the County and its officers, agents, and employees from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever which are caused by or result from the negligent act(s) or omission(s) of Contractor, its officers, employees, agents, or subcontractors in the performance of, or in any way relating to, the contract between the City and the Contractor.

23. **ASSIGNMENT.** Neither Party shall assign or sublet its rights or responsibilities under this Agreement without the written authorization of the other Party. Written authorization shall not be withheld unreasonably. This Agreement is binding upon and shall inure to the benefit of the successors and assigns of the Parties to this Agreement.

24. **SEVERABILITY.** If any term of this Agreement is held invalid or unenforceable, the remainder of the Agreement shall not be affected but continue in full force.

25. **TERMINATION.** This Agreement, once fully executed, may be terminated upon written mutual Agreement between the Parties, upon a twelve (12) months notice, after the completion of the improvements covered in Part I above. In the event of termination or default of this Agreement by either Party within the Agreement term, subject to statutory and constitutional limitations then in effect, the other Party shall receive reimbursement for capital expenditures and improvements placed upon the defaulting or terminating Party's land, in the amount equal to the depreciated value of the improvements paid for by the claimant based upon the initial thirty-five (35) years of this Agreement.

26. **NON-WAIVER.** The failure of either Party to insist upon the strict performance of any term of this Agreement shall not constitute a waiver or relinquishment of any Party's right to thereafter enforce such term.

27. **INTEGRATION.** This writing contains all terms of this Agreement. It replaces all prior and contemporaneous negotiations and agreements. Modifications shall be in writing and be signed by each Party's Representative.

12741

28. FILING & RECORDATION OF INTERLOCAL AGREEMENT. This Agreement shall be filed and recorded pursuant to RCW 39.34.040 with the King County Records and Election Division.

12741

29. NOTICE. All notices pursuant to this Agreement shall be in writing and mailed to the following addresses, unless either Party notifies the other in writing of a change of address:

City of Woodinville
13203 NE 175th St.
Woodinville, WA 98072

King County Parks and
Recreation Department
Luther Burbank Park
2040 84th Ave. SE
Mercer Island, WA 98040

IN WITNESS WHEREOF, the parties have caused this agreement to be executed.

CITY OF WOODINVILLE

KING COUNTY

Joe Meneghini, City Manager

Ron Sims,
King County Executive

Date

Date

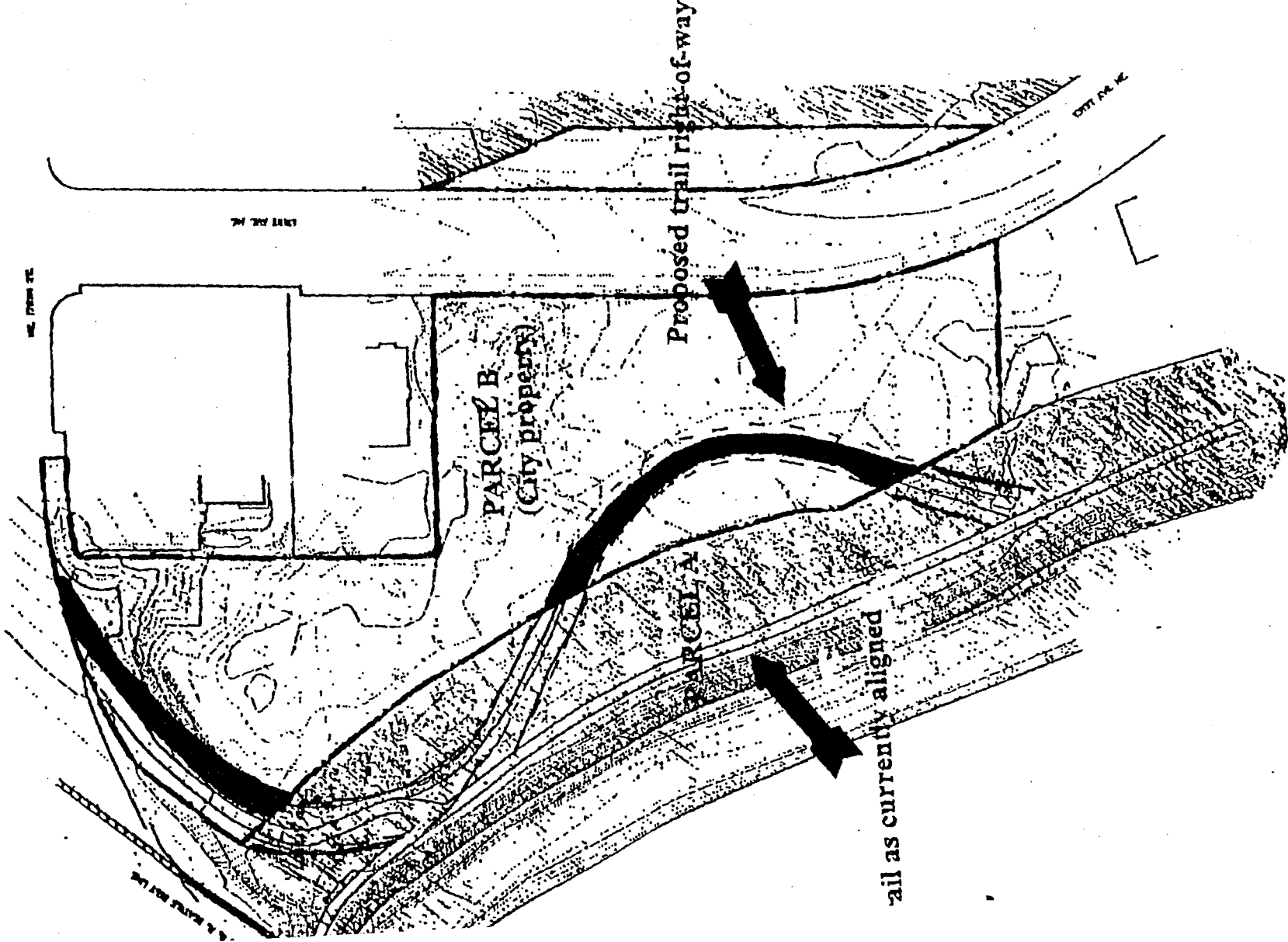
Approved as to Form:

City Attorney
City of Woodinville

Bob Stier,
Prosecuting Attorney

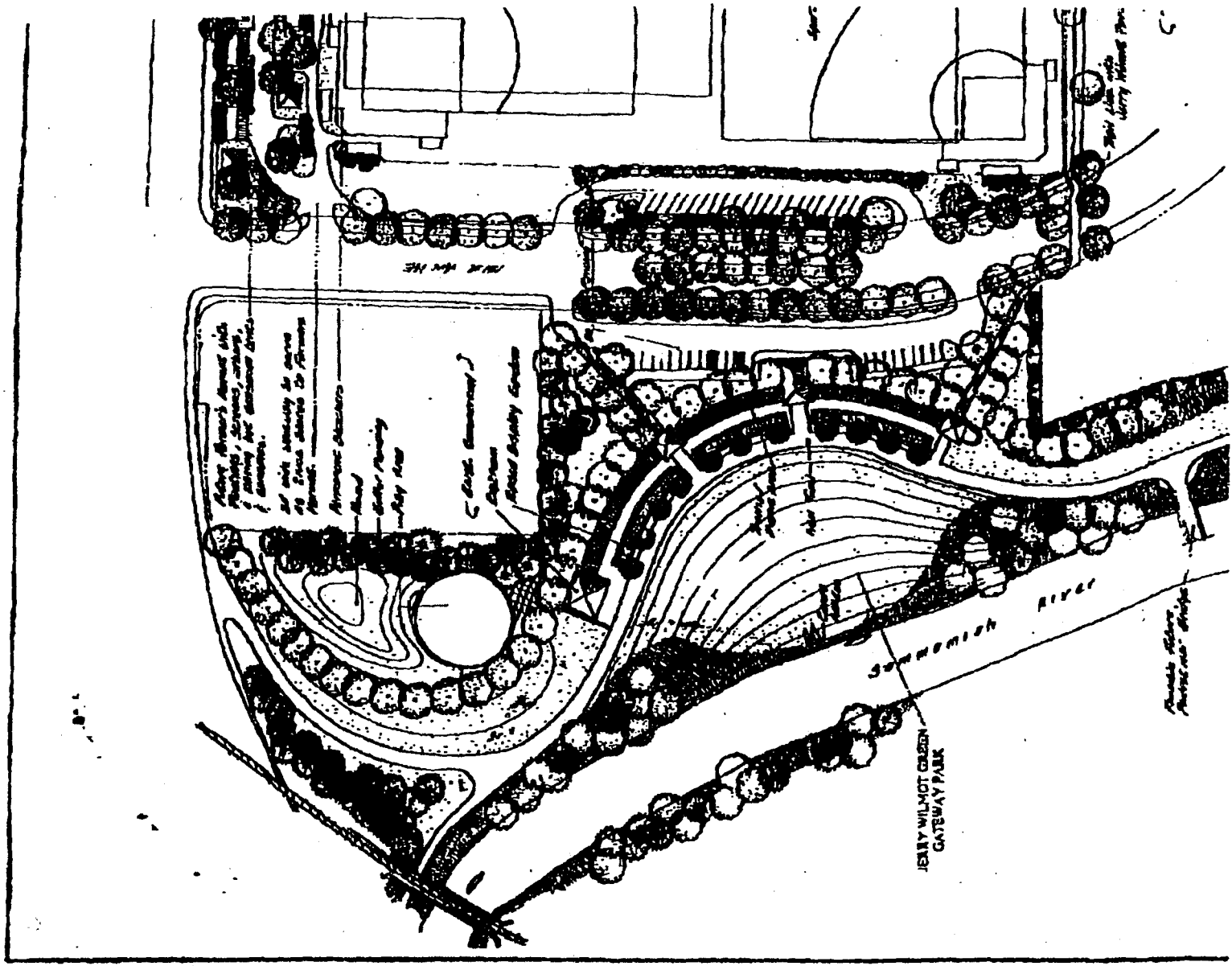
Attachments: Exhibit I, parcels - Exhibit II, site plan

12741 EXHIBIT I



12741

EXHIBIT I



**INTERLOCAL AGREEMENT
FOR JOINT DEVELOPMENT AND COOPERATIVE USE OF
AUXILIARY TRAILS TO THE SAMMAMISH RIVER TRAIL**

THIS INTERLOCAL AGREEMENT is made and entered into this day by and between the CITY OF WOODINVILLE ["City"] and KING COUNTY ["County"] collectively referred to in this Agreement as the "Parties".

RECITALS

1. The County owns certain real property, which contains a portion of the regional Sammamish River Trail [the "Trail"] located adjacent to State Route 202 ["SR 202"], identified on Exhibit A attached hereto.
2. The Parties have determined that there is a need for additional trail development and trail connections from the western side of the Sammamish River to provide formal access to the regional trail system located on the eastern side of the River.
3. The City has agreed to acquire certain auxiliary trail property which will provide for a connection to the Sammamish River Trail.
4. The Parties have determined that there is a need for a safe pedestrian crossing of SR 202 for regional trail users, in order to access the adjacent businesses.
5. The City and the County have mutually determined that the public interest would be best served with the least expenditure of public funds by a two party agreement providing for the County to acquire an auxiliary trail easement, from King County's West Sammamish Regional Trail to the City of Woodinville's trail, and to provide a portion of the development funds to jointly design, construct, maintain and use the trail improvements in accordance with the terms and conditions of this Agreement, subject to review and approval by King County.
6. **AUTHORITY.** This Agreement is entered into pursuant to the following Washington statute: RCW 39.34 (Interlocal Cooperation Act)

NOW, THEREFORE, the parties agree as follows:

127417

PROJECT DESCRIPTION

7. To acquire and develop a multi-purpose trail connecting the Sammamish River Trail through the Woodinville tourist district to the winery and brewery attractions.

PART I: RESPONSIBILITIES OF THE PARTIES

8. COUNTY DEVELOPMENT RESPONSIBILITIES. The County shall review and approve all design and construction elements of the bridge.

9. CITY DEVELOPMENT RESPONSIBILITIES. The City shall construct the bridge to King County approval.

10. PROJECT FINANCING:

(a) The County shall contribute Two hundred and forty thousand (\$240,000.00) dollars towards the Trail project.

(b) The City shall administer and contribute Two hundred and seventy thousand (\$ 270,000.00) in ISTEPA funds and matching City funds, subject to the terms and conditions of this agreement.

11 CONTRACT DOCUMENTS AND BIDDING: The City shall be responsible for preparing and submitting all of the required information necessary for obtaining any and all required facilities' permits. The City shall be identified as the lead agency for the purpose of obtaining permits. The City shall be primarily responsible for preparing a site plan and the facilities drawings and specifications ["Site Plan"]. The Site Plan is to be completed in the facilities design phase including estimated development costs, and shall be subject to the review and approval of the County. Upon its approval, the Site Plan shall be attached to and become a part of this Agreement as Exhibit B. The County shall have the right to review and approve the City's development proposal prior to submission of the proposal for competitive construction bids; which approval shall not be unreasonably withheld.

12. PROJECT CONSTRUCTION.

12.1 Supervision and Compliance: The City shall perform the duties of the "Owner" as defined in the contract documents, specifications and Site Plan approved by the County. In the construction of the facilities on Parcel A, the City shall comply with all applicable laws, statutes, rules, regulations and ordinances applicable to the parties to the Agreement, including, without limitation, all necessary governmental permits and approvals.

12.2 Progress Reports: The City shall make monthly reports to the County on the progress of the construction of the facilities pursuant to the Site Plan. The County shall be apprised of all meetings relating to bridge development and shall be entitled to attend all meetings, whether regularly scheduled or not. The County retains the right to make inspection of the progress of the bridge development including, without limitation, inspection of all development documents at reasonable times and upon reasonable notice to the City.

12.3 Default by parties to the Agreement: If at any time, in the reasonable judgment of the Parties, either Party fails to competently perform the duties stated herein, the other Party may demand remedy of such default. If the offending Party shall have failed to commence any cure of such failure within twenty (20) calendar days following written demand, the other Party may, at their option, cure any default. The offending Party shall pay the other Party the cost of such cure.

12.4 Approval of Contract Documents: The Site Plan and all contract documents, including but not limited to contract change orders, shall be approved by the authorized Representatives of the Parties to the Agreement, as required by law. The City shall allow review of all documents by the County upon request.

PART II: USE & RESPONSIBILITIES REGARDING IMPROVEMENTS

13. GENERAL MAINTENANCE.

13.1 County shall be responsible for all operation of, routine clean-up, maintenance and repairs to the regional Sammamish River Trail, the

bridge over the Sammamish River, and all trail segments located on County property.

13.2 City shall be responsible for all operation and maintenance of the auxiliary "local" portions of the trail located within its city limits.

13.3 Both parties agree that trail maintenance and repair issues including tree removal will be the responsibility of the property owner.

14. COVENANT OF USE & PRIORITIES OF USE.

14.1 Covenant of Use: The Parties, their officers, agents, employees, grantees and assigns, covenant that Exhibit A and the trail improvements, shall be maintained by the responsible party in a manner that allows and provides for public use of the trails.

14.2 Scheduling: Special events such as Organized Runs, Walks, and Bicycle Events, shall be scheduled jointly by the Parties and negotiated on a case-by-case basis.

15. USER FEES. Neither Party shall charge the other Party for the use, routine maintenance, scheduling and/or operation of the Parcel A development located within the boundary of the land covered under this Agreement.

PART III: GENERAL TERMS

16. TIME PERIOD. The term of this Agreement is twenty (20) years. After the expiration of the twenty year term, the Agreement shall be renewed automatically for succeeding periods of five (5) years each. Either Party may decline to renew or to further renew this Agreement by so notifying the other Party in writing. Such notices must be delivered to the other Party no less than eighteen (18) months before the date of the expiration of this Agreement.

17. ACQUISITION OF PROPERTY / OWNERSHIP. County has acquired or will acquire at its own cost, certain property easements, identified more fully on Exhibit A ["Parcel A"] attached hereto and incorporated by this reference, which is subject to the terms and conditions of this Agreement.

18. REPRESENTATIVES. Each Party shall designate one person to be its representative for this Agreement ["Representative"] and also for the receipt of

notice pursuant to the "Dispute Resolution" arrangements set forth below in this Agreement. The original designations shall be submitted by each signatory, in writing, to the other signatory within 20 days of execution of this Agreement. Each Party shall revise the designation to indicate any change as needed, including the replacement of the originally named Representatives. Revisions shall be delivered to the other Party's Representative. All designations shall state the name of the Representative, his/her title, mailing address and phone number(s).

19. DISPUTE RESOLUTION. If either Party claims that the other Party has breached any term of this Agreement, the following procedures shall be followed if, and when, informal communications such as telephone conversations, fail to satisfy the claiming Party:

19.1 The claiming Party's Representative shall provide a written notice to the other Party's Representative of the alleged breach. The notice shall identify the act or omission at issue and the specific term(s) of the Agreement which the complaining Party alleges was violated.

19.2 The responding Party's Representative shall respond to the notice in writing within ten (10) working days. The response shall state that Party's position as well as what, if any, corrective action the responding Party agrees to take.

19.3 The claiming Party shall reply in writing, indicating either satisfaction or dissatisfaction with the response. If satisfied, any corrective action shall be taken within fourteen (14) working days of the receipt of the responding Party's reply. If dissatisfied, the claiming Party shall call for an in-person meeting. The meeting shall occur within a reasonable period of time and shall be attended by the designated Representatives of each Party, and such others as they individually invite.

19.4 If the claiming Party remains dissatisfied with the results of the meeting, it may sue to enforce the terms of this Agreement. The Parties also may agree to an alternate dispute resolution process.

19.5 Termination for cause may be one consequence of a finding by the court, or alternate dispute resolution authority, that one Party has materially breached the terms of this Agreement.

20. MINORITY/WOMEN'S BUSINESS ENTERPRISES. All design, development, improvements and construction performed under the terms and

conditions of this agreement shall be subject to the County's Minority/Women's Business requirements pursuant to King County Code 4.18., Affirmative Action requirements as set forth in King County Code 12.16 as well as, King County Fair Employment and 504/ADA requirements.

21. ANTI-DISCRIMINATION. In all services or activities, and all hiring or employment made possible by or resulting from this Agreement there shall be no discrimination against any employee or applicant for employment because of sex, color, creed, national origin, marital status, sexual orientation or the presence of any sensory, mental, or physical handicap, unless based upon a bonafide occupational qualification. Woodinville, and any contractor or consultant hired to perform work on this development, shall not violate any of the terms of RCW 49.60, Title VII of the Civil Rights Act of 1964, or any other applicable federal, state, or local law or regulations regarding non-discrimination. Newcastle and the contractor/consultant shall also comply with any other anti-discrimination laws or requirements of any and all jurisdictions having authority.

22. INSURANCE. The City shall procure and maintain, and shall also require all general contractor(s) ["Contractor"] to procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of work associated with this Agreement. The scope of the insurance coverage shall be at least as broad as:

22.1 Insurance Form:

- (a) Insurance services Office form number CG 00 01 (Ed. 11-88) covering Commercial General Liability.
- (b) Insurance Services form number CA 00 01 (Ed. 12-90), covering Automobile Liability symbol 1 "any auto".
- (c) Worker's Compensation / industrial insurance as required by the State of Washington and Stop Gap or Employer's Liability: one million (\$1,000,000.00) dollars.

22.2 Minimum Limits of Insurance: The City and Contractor shall maintain limits of no less than:

- (a) Commercial General Liability: one million (\$1,000,000.00) dollars combined single limit.

(b) Automobile Liability: one million (\$1,000,000.00) dollars combined single limit.

(c) Worker's Compensation: Statutory and Stop Gap or Employer's Liability: one million (\$1,000,000.00) dollars.

22.3 Deductibles & Self -Insured Retention: Any deductibles or self-insured retentions shall be declared and approved by the County. The deductible or self-insured retentions of the policies shall not limit or apply to the City's or Contractor's liability to the County and shall be the sole responsibility of City or Contractor.

22.4 Endorsements: The policy shall contain, or be endorsed to contain, the following provisions regarding General Liability and Automobile Liability:

(a) The County and its officers, officials, employees and agents shall be covered as additional insured with respect to liability arising out of activities performed by the City and Contractor on work financed by this Agreement.

(b) To the extent of the City's or Contractor negligence, the City's or Contractor insurance coverage shall be primary insurance with respect to the County, its officers, employees and agents. Any insurance or self-insurance maintained by the County, and its officers, officials, employees or agents shall not be subjected to contribution in favor of the City's or Contractor's insurance and shall not benefit the City or Contractor in any way.

(c) The City's and Contractor's insurance shall apply separately to each insured against whom a claim is made or a lawsuit is brought, except with respect to the limits of the insurer's liability.

(d) All Coverage: City's or Contractor coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except by the reduction of the applicable aggregate limit by claims paid, until after forty-five (45) days prior written notice has been given to the County and the City.

22.5 Acceptability of Insurers: Insurance shall be placed with the insurers with a Bests' rating of no less than A: VIII rating.

22.6 Verification of Coverage: The City and/or Contractor shall furnish the County with certificates of insurance and endorsements required by this Agreement. The certificates and endorsement for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements for each insurance policy are to be on forms approved by the County and are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies at any time.

23. INDEMNIFICATION.

23.1 The City agrees to hold harmless indemnify and defend at its own expense the County and its officers, agents, and employees, from and against any and all claims, judgments, actions, suits, liability, loss, costs, expenses, or damages arising out of, or in any way resulting from, the negligent acts or omissions of the City, its officers, employees and/or agents, in the course of its performance under this Agreement.

23.2 The County agrees to hold harmless, indemnify and defend at its own expense the City and its officers, agents, and employees, from and against any and all claims, judgments, actions, suits, liability, loss, costs, expenses, or damages arising out of, or in any way resulting from, the negligent acts or omissions of the County, its officers, employees and/or agents, in the course of its performance under this Agreement.

23.3 If any claim, judgment, action, suit, liability, loss, cost, expense, or damage arises out of, or results from, the joint negligent acts or omissions of both the County and the City, each party shall be responsible for its own share of any resulting liability,

23.4 A required specification in any contract awarded by the City or County for work performed pursuant to this Agreement shall contain a provision binding the Contractor to hold harmless, indemnify and defend at its own expense, the Parties and their officers, agents, and employees from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever which are caused by or result from the negligent act(s) or omission(s) of Contractor, its officers, employees, agents, or subcontractors in the performance of, or in any way relating to, the contract between the City or County and the Contractor.

24. ASSIGNMENT. Neither Party shall assign or sublet its rights or responsibilities under this Agreement without the written authorization of the other Party. Written authorization shall not be withheld unreasonably. This Agreement is binding upon and shall inure to the benefit of the successors and assigns of the Parties to this Agreement.

25. COMMUNICATION. All written communications that makes mention of either party in reference to this agreement or involves this site, a copy will be sent to party in mentioned.

26. SEVERABILITY. If any term of this Agreement is held invalid or unenforceable, the remainder of the Agreement shall not be affected but continue in full force.

27. TERMINATION. This Agreement, once fully executed, may be terminated upon written mutual Agreement between the Parties, upon a twelve (12) months notice, after the completion of the improvements covered in Part I above. In the event of termination or default of this Agreement by either Party within the Agreement term, subject to statutory and constitutional limitations then in effect, the other Party shall receive reimbursement for capital expenditures and improvements placed upon the defaulting or terminating Party's land, in the amount equal to the depreciated value of the improvements paid for by the claimant based upon the initial twenty (20) years of this Agreement.

28. NON-WAIVER. The failure of either Party to insist upon the strict performance of any term of this Agreement shall not constitute a waiver or relinquishment of any Party's right to thereafter enforce such term.

29. INTEGRATION. This writing contains all terms of this Agreement. It replaces all prior and contemporaneous negotiations and agreements. Modifications shall be in writing and be signed by each Party's Representative.

30. FILING & RECORDATION OF INTERLOCAL AGREEMENT. This Agreement shall be filed and recorded pursuant to RCW 39.34.040 with the King County Records and Election Division

31. NOTICE. All notices pursuant to this Agreement shall be in writing and mailed to the following addresses, unless either Party notifies the other in writing of a change of address:

City of Woodinville
13203 NE 175th St.
Woodinville, WA 98072

King County Department of Parks
and Recreation
Luther Burbank Park
2040 84th Ave. SE
Mercer Island, WA 98040

IN WITNESS WHEREOF, the parties have caused this agreement to be executed.

CITY OF WOODINVILLE

KING COUNTY

Joe Meneghini, City Manager

Ron Sims, County Executive

Date

Date

Approved as to Form:

City Attorney
City of Woodinville

Bob Steir,
Prosecuting Attorney

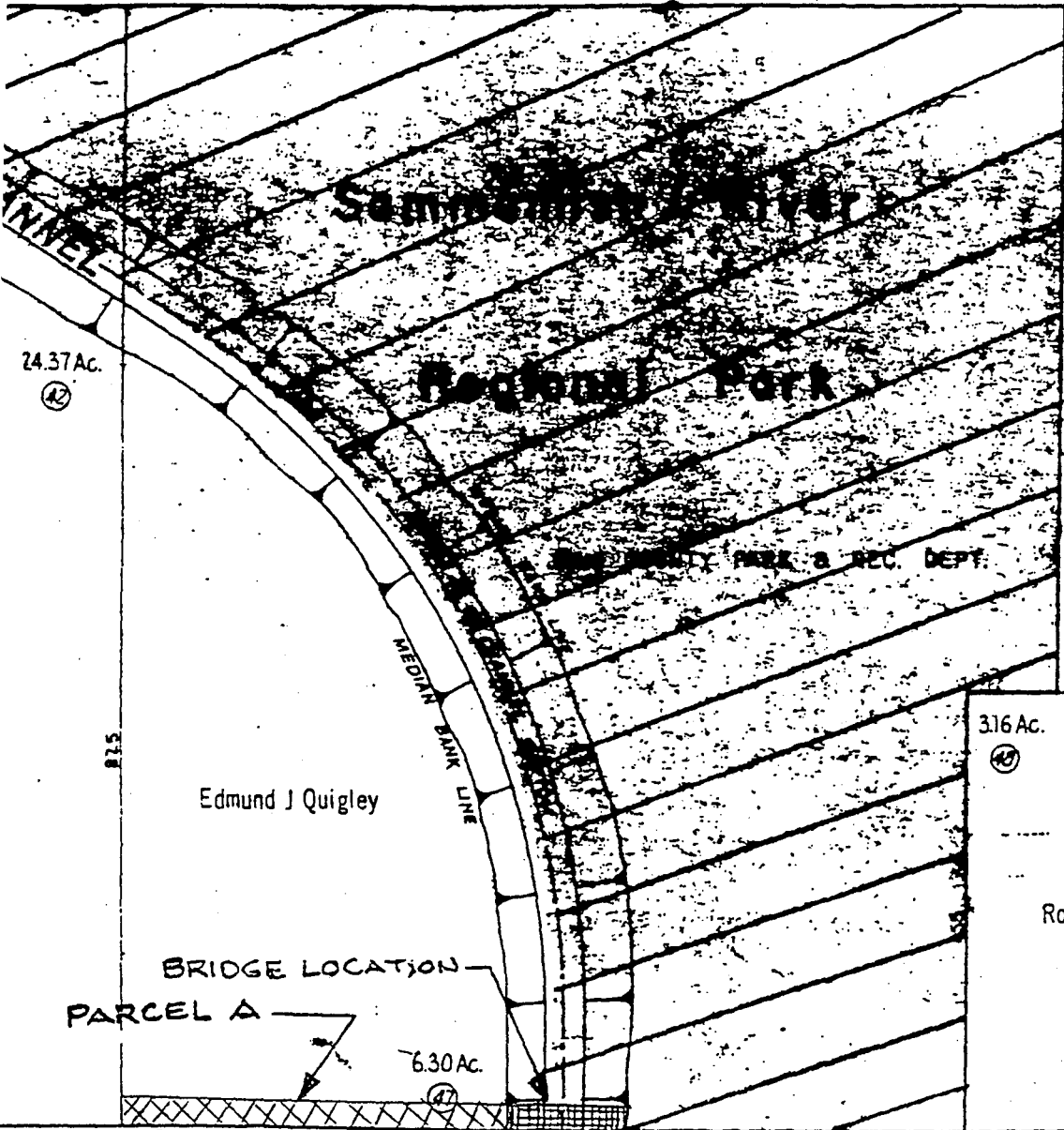
Date

Date

Attachment: Exhibit A - location map



TOLT PIPE LINE PARK TRAIL
TLE-TOLT RIVER-PIPE-LINE-RIGHT-OF-WAY



25715
Frank M Yosh
1.48 Ac.
(56)

C A Oppelar
141 Ac
(57)

Morris Knudse
Co Inc
1470.
1.48 Ac.
(5) 257.15

316 Ac.
(58)
Roy F Olson

