INTERAGENCY AGREEMENT WITH KING COUNTY PARKS AND RECREATION DIVISION
WADNR AGREEMENT NUMBER: 93-094790

THIS INTERAGENCY AGREEMENT (hereinafter referred to as "Agreement") is made and entered into by and among Washington State Department of Natural Resources (hereinafter "WADNR"), and King County, a home rule charter county, through the Parks and Recreation Division of its Department of Natural Resources and Parks (hereinafter "King County"); collectively referred to in this Agreement as the "Parties" and singularly referred to as a "Party."

I. RECITALS

A. King County owns certain real property known as the Middle Fork Snoqualmie Natural Area in the Middle Fork Snoqualmie River Valley in East King County, and WADNR owns certain real property adjacent to the Middle Fork Snoqualmie Natural Area. King County's property is identified on Exhibit A ("Property") and WADNR's property is identified in Exhibit B.

B. King County and the Western Federal Lands Highway Division are completing a road project in the Middle Fork Snoqualmie River Valley that will construct a 9.7-mile paved roadway into the valley to provide improved access to the Mount Baker Snoqualmie National Forest.

C. The Middle Fork Snoqualmie River Valley is a popular destination for outdoor recreation including river activities, hiking, and mountain biking, horse-back riding and camping.

D. Improved access will result in a higher level of recreational and public use of the Middle Fork Snoqualmie River Valley, including the property owned by King County. There is a lack of parking facilities in this area and the Parties have determined there is a need for safe, secure, environmentally responsible parking.

E. WADNR conducted an assessment of the Middle Fork Snoqualmie River Valley area to determine feasible locations for parking, and the most suitable location was determined to be a portion of the land owned by King County in the Middle Fork Snoqualmie River Natural Area identified in Exhibit A.

F. A parking lot at this location will improve access to recreational properties owned by both King County and WADNR including but not limited to: a river access point owned by King County, access to hiking trails in the Middle Fork Snoqualmie Natural Resources Conservation Area owned by WADNR, and the Alpine Lakes Wilderness Area in the Mount Baker Snoqualmie National Forest.

G. WADNR has designed and obtained all necessary permits allowing construction of a 47-stall parking lot on a portion of King County's property identified in Exhibit A.
WADNR has agreed to construct the parking lot and associated facilities including 2 stalls compliant with the Americans with Disabilities Act, a vault toilet restroom, two information kiosks, a gate and trails ("Facility"), all as set forth in Exhibit C.

H. WADNR secured funding to construct the trailhead ($318,000 in capital funds and $100,000 NOVA grant). Because the parking lot also serves King County property, King County has agreed to contribute funding towards construction of the parking lot and associated facilities as outlined below.

I. WADNR anticipates construction of the parking area to be completed by the end of 2017.

J. WADNR owns and maintains other parking areas and recreation facilities in the Middle Fork Snoqualmie River Valley, and has agreed to maintain the Granite Creek Trailhead after it has been constructed at no cost to King County.

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 Granite Creek Trailhead in the Middle Fork Snoqualmie River Valley, on parcel #1023099018 #1023099019 as set forth in Exhibit C.

2. The term of this Agreement shall be approximately 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 may be renewed in accordance with Section A.3.

3. Amendments. 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. King County will pay WADNR a total of not more than one hundred ten thousand dollars ($110,000) from appropriated funds in King County’s Parks and Recreation Division’s capital budget, project number 1121443, Trailhead Access and Development. WADNR will use the funds for construction of the trailhead and parking area as described in this Agreement, and for no other purpose.

C. Billing Procedure. WADNR shall submit periodic invoices for this project during construction of the trailhead. DNR will receive payment on a reimbursable basis, upon receipt of invoice of costs incurred and authorized. Invoices to include back up data such as record of
contract payments, receipts, payrolls, and so on. Payment to the DNR 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 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

D. **Construction.**

1. **Scope.** WADNR shall design, develop and construct the Facility in accordance with Exhibit C, including furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to construction of the parking lot and associated facilities set forth in the Exhibit C.

2. **Design.** WADNR will prepare a design for the Facility and exterior landscaping, which visually blends with the setting. King County shall review the design plans for the site in concept and reserves the right to approve the final design of the site and the Facility to ensure consistency with applicable King County code requirements.

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

4. **Development and Construction Fees and Expenses.** WADNR will be responsible to obtain and pay for all necessary permits, fees, and expenses associated with the development and construction of the Facility.

5. **Public Works Laws.** To the extent applicable, WADNR will comply with all public works laws, regulations, and ordinances, including but not limited to prevailing wages (see RCW 39.12), retention (see RCW 60.28), bonding (see RCW 39.08), and use of licensed contractors (see RCW 39.06). WADNR 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. **Contractor Indemnification and Hold Harmless.** WADNR will require its construction contractors and subcontractors 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 of the Facility, except for injuries and damages caused solely by the negligence of King County. The indemnification provision shall be as broad as provided in Section F.20.

In the event it is determined that RCW 4.24.115 applies to this Agreement, the Contractors shall agree to protect, defend, indemnify and save King County, their officers, officials, employees and agents from any and all claims, demands, suits, penalties, losses
damages judgments, or costs of any kind whatsoever for bodily injury to persons or damage to property (hereinafter "claims"), arising out of or in any way resulting from the Contractor's officers, employees, agents and/or subcontractors of all tiers, acts or omissions, performance of failure to perform the rights and privileges granted under this Agreement, to the maximum extent permitted by law or as defined by RCW 4.24.115, as now enacted or hereafter amended.

7. **Professional Errors and Omissions.** WADNR must require its professional service providers to carry insurance meeting all requirements set forth below. In addition, WADNR must require its professional service providers to carry professional liability errors and omissions insurance in an amount of not less than One Million Dollars per claim/aggregate. WADNR must require its professional service providers to provide copies of all insurance certificates or insurance policies to King County upon request.

8. **Subcontractors.** WADNR will require its construction contractors during the Design and Construction Phase to include all subcontractors as insured under its policies or will furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors will be subject to all of the same insurance requirements as stated herein for the construction contractor.

9. **Contractor Insurance.** WADNR shall require its construction contractors and subcontractors to carry insurance meeting all of the requirements herein. Each insurance policy must be written on an "occurrence" form; except that insurance on a "claims made" form may be acceptable with prior approval by the King County Office of Risk Management. If coverage is approved and purchased on a "claims made" basis, WADNR warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three years from the date of contract termination or expiration, and/or conversion from a "claims made" form to an "occurrence" coverage form.

10. **Verification of Coverage.** WADNR will furnish Parks with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the commercial general liability insurance of the construction contractor before commencement of the work. Before any exposure to loss may occur, WADNR will file with King County a copy of the insurance policy that includes all applicable conditions, exclusions, definitions, terms, and endorsements related to work under this Agreement.

11. **Acceptability of Contractor's Insurers.** Unless otherwise approved by King County, the following provisions apply exclusively during the Design and Construction Phase:

11.1 Insurance is to be placed with insurers with a Best's rating of no less than A: VIII, or, if not rated by Best's, with a rating in one of the two highest categories maintained by Standard and Poor's Rating Group and Moody's Investor Service.

11.2 If at any time any of the foregoing policies fail to meet the above minimum standards, then will, upon notice to that effect from King County, promptly obtain a
new policy, and submit the same to King County with certificates and endorsements, for approvals.

11.3 The required liability insurance policies (except Professional and Workers Compensation) are to be endorsed to:

- Name "King County, their officers, officials, agents and employees" as additional insured with respect to use of the Site as outlined in this Agreement (Form CO 2026 or CO 2010 11/85 or its equivalent); Coverage shall include both on-going operations and products-completed operations

- Such coverage shall be primary and non-contributory insurance as respects King County

- State that WADNR or its contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the insurer's liability

- State that coverage shall not be suspended, voided, canceled, reduced in coverage
- or in limits except after forty-five days prior written notice to King County

12. Waiver of Subrogation. WADNR will cause its contractors and subcontractors and their insurance carriers to release and waive all rights of subrogation against King County during the Design and Construction Phase to the extent a loss is covered by property insurance in force. Except as otherwise provided in 20 of this Agreement, WADNR hereby releases from liability and waives all right of recovery against King County for any loss from perils insured against or under the respective fire insurance policies of its contractors, subcontractors, or any of them, including any extended coverage endorsements thereto; provided, that this provision shall be inapplicable if it would have the effect of invalidating any insurance coverage of WADNR or King County.

13. Right to Inspect. King County at its discretion reserves the right to review and approve WADNR’s use of the Facility and compliance with this Agreement. If King County does not approve of WADNR’s use and compliance, King County will timely notify WADNR in writing of the specific items that Parks deems objectionable. WADNR agrees to undertake reasonable corrective action within a time period agreed to by the Parties, or if no time period is agreed, within sixty days.

E. Maintenance of Facility.

1. WADNR shall be solely responsible for maintenance of the trailhead and parking area including all of the associated facilities identified in Exhibit C. After completion of
construction, WADNR will maintain the Granite Creek Trailhead in a safe, secure and environmentally responsible manner. Specific elements include:

- Regular cleaning and pumping of the vault toilet facility
- Maintaining adequate supplies to the restroom such as toilet paper
- Closing and locking the gate for security
- Keeping the parking area clear of major debris

2. Because WADNR is responsible for maintenance and operation of the facilities identified in Exhibit C, King County authorizes WADNR to require visitors to purchase a Discover Pass when parking at the trailhead to help with funding to maintain the trailhead. WADNR agrees to comply with all legal requirements associated with the Discover Pass and to manage it in accordance with applicable law.

F. General Terms and Conditions.

1. Termination for Convenience. Either party may terminate this Agreement by giving the other party 30 days prior written notice. If this Agreement is terminated, the terminating party shall be liable to pay only for those services provided or costs incurred prior to the termination date according to the terms of this Agreement.

2. 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. Termination for Lack of Appropriation. The parties' performance under this Agreement is contingent on the appropriation by the legislative bodies of sufficient funds to carry out the performance provided hereinafter. If the party's legislative body does not appropriate sufficient funds for those purposes, then that party's participation under this Agreement shall terminate automatically at the end of the current appropriation year.


5. Employment. WADNR does not anticipate hiring any employees to develop the Facility or otherwise perform its obligations under this Agreement. If WADNR should elect to do so, however, WADNR 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.
6. **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.

7. **Other Nondiscrimination Laws.** WADNR shall also comply with all applicable anti-discrimination laws or requirements of any and all jurisdictions having authority.

8. **Assignment.** WADNR may not assign this Agreement or any interest therein without King County's prior written approval. King County will have the right to sell or otherwise transfer or dispose of the property or the Facility, or to assign this Agreement or any interest of the County hereunder, provided that in the event of sale or transfer of the property the Facility, King County will arrange for the purchaser or transferee to assume the Agreement and King County's obligations hereunder.

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

10. **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 WADNR’s use of the Site or the Facility as contemplated herein. Either party may terminate or suspend its obligations under this Agreement if such obligations are prevented by any of the above events to the extent such events are beyond the reasonable control of the party whose reasonable performance is prevented.

11. **Agreement is Public Document.** This Agreement will be considered a public document and will be available for inspection and copying by the public.

12. **Records Maintenance.** WADNR shall maintain books, records, documents and other evidence, to sufficiently document all direct and indirect costs incurred by WADNR in providing the services. 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. WADNR shall keep all books, records, documents, and other material relevant to this Agreement for 6 years after Agreement expiration. The Office of the State Auditor, and any persons authorized by the parties shall have full access to and the right to examine any of these materials during this period.

   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.

13. **Rights to Data.** Unless otherwise agreed, data originating from this Agreement shall be “works for hire” as defined by Title 17 U.S.C., Section 101, and shall be owned by the WADNR 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.

14. **Records, Audits and Inspections.** King County shall have the right to inspect, review and audit WADNR books, records and other materials related to any matters covered by this Agreement and not otherwise privileged.

15. **Entry by King County.** King County may enter the Facility during WADNR's usage 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 doors and gates to obtain entry to the Site or to the Facility.

16. **Compliance with All Laws and Regulation.** In using the Facility, WADNR and its members shall 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). WADNR specifically agrees to comply and pay all costs associated with achieving such compliance without notice from King County, and further agrees that King County does not waive this provision by giving notice of demand for compliance in any instance.

17. **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 WADNR.

18. **Environmental Liability**

18.1 WADNR understands, acknowledges, and agrees that King 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 or future, of, as to, concerning or with respect to the value, nature, quality, or condition of the Property identified in Exhibit A, including without limitation all matters pertaining to Hazardous Material as defined below. By executing this Agreement, WADNR agrees that it accepts the condition of the Property "AS IS, WHERE IS."

18.2 "Hazardous Materials" as used herein shall mean any hazardous, dangerous or toxic wastes, materials, or substances as defined in state or federal statutes or regulations as currently adopted or hereafter amended.
18.3 At its own cost and expense, WADNR shall comply with any existing or hereafter enacted Environmental Law that affects WADNR’s activities in, on, or in connection with the Property. WADNR shall be solely responsible to obtain and all permits and approvals before commencing any work in or on the Property and to make all necessary submissions to appropriate agencies charged with enforcing Environmental Law that may affect WADNR’s use of or activities in, on, or in connection with the Property.

18.4 WADNR shall not, without first obtaining King County’s written approval, apply, store, deposit, transport, release, or dispose of any hazardous substances, petroleum products, sewage, medicinal, bacteriological, or toxic materials, or pollutants, on the Facility or Site. All approved application, storage, deposit, transportation, release, and disposal shall be done safely and in compliance with applicable laws.

18.5 In addition to all other indemnities provided in this Agreement, WADNR shall defend, indemnify, and hold King 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 attorney’s 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 Property, or (ii) the migration of any such Hazardous Material from the Property to other properties or the surrounding environment.

19. **No Employment Relationship.** Officers, agents, employees, or subcontractors of WADNR or the State of Washington as not employees of King County for any purpose. WADNR shall 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 WADNR, its employees, subcontractors, and/or others by reason of this Agreement.

20. **Indemnification and Hold Harmless.** To the fullest extent permitted by law, DNR shall indemnify, defend, and hold harmless County, its officials, agents, and employees, from and against all claims arising out of or resulting from the performance of the Agreement. “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. DNR’s obligation to indemnify, defend, and hold harmless includes any claim by DNR’s agents, employees, representatives, any subcontractor or its employees, or any third party. However, DNR shall not indemnify, defend, or hold harmless 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) DNR, its agents, employees, representatives, any subcontractor or its employees, or any third party and (2)
County, its officials, agents, and employees, then DNR’s obligation to indemnify, defend, and hold harmless County, its officials, agents, and employees shall be valid and enforceable only to the extent of DNR’s, its agents, employees, representatives, any subcontractor or its employees share of any concurrent negligence. DNR waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless County and its officials, agents or employees.

To the fullest extent permitted by law, County shall indemnify, defend, and hold harmless DNR, its officials, agents, and employees, from and against all claims arising out of or resulting from the performance of the Agreement. “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. County’s obligation to indemnify, defend, and hold harmless includes any claim by County’s agents, employees, representatives, any subcontractor or its employees, or any third party. However, County shall not indemnify, defend, or hold harmless DNR, its officials, agents, and employees for claims caused by or resulting from the sole negligence of DNR, its officials, agents, and employees and in the event of concurrent negligence by (1) County, its agents, employees, representatives, any subcontractor or its employees, or any third party and (2) DNR, its officials, agents, and employees, then County’s obligation to indemnify, defend, and hold harmless DNR, its officials, agents, and employees shall be valid and enforceable only to the extent of County’s, its agents, employees, representatives, any subcontractor or its employees share of any concurrent negligence. County waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless DNR and its officials, agents or employees.


21.1 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.

21.2 King County, a charter county government under the constitution of the State of Washington maintains a fully funded Self-Insurance program as defined in King County Code chapter 4.12 for the protection and handling of King County’s liabilities including injuries to persons and damage to property. WADNR and the State of Washington acknowledges, agrees and understands that King County is self-funded for all of its liability exposures and that King County’s self-insurance program meets the requirements of this paragraph. King County agrees, at its own expense, to maintain, through its self-funded program, coverage for all of its liability exposures for this Agreement. King County agrees to provide the WADNR with at least 30 days prior written notice of any material change in King County’s self-funded program and will provide WADNR with a certificate of self-insurance as adequate proof of coverage. WADNR further acknowledges, agrees and understands that the King County does not purchase Commercial General Liability insurance and is a self-insured governmental entity; therefore King County does not have the ability to add King County as an additional insured.
21.3 The State of Washington, including all its agencies and departments, is self-insured for all exposures to tort liability, general liability, property damage liability and vehicle liability, as provided in statute, but only as respects the negligence of DNR. DNR shall produce evidence of its self-insured status.

21.4 The parties' self-insurance shall meet 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.

22. 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 King County, which shall be attached to the original Agreement.

23. 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 such amendments or addendums to this Agreement shall be in writing and executed with equal formality as this Agreement. King County must submit to WADNR a written addendum to this Agreement of the additional terms for WADNR to approve in writing.

24. 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.

25. Remedies are Cumulative. Remedies under this Agreement are cumulative; the failure to exercise any right on any occasion will not operate to forfeit such remedy.

24. Eminent Domain. The following rules will govern the rights and duties of the Parties in the event of interference with WADNR's design, construction, or use of the Site or the Facility 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 Site or the Facility is so taken and if the taking
renders the remainder thereof unusable for the purposes contemplated under this Agreement, then WADNR 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 Site or the Facility is so taken and this Agreement is not terminated, then the agreement remains in effect with respect to the remainder of the Site or Facility.

24.3 Compensation. The compensation awarded or paid upon a total or partial taking of the Site, or this Agreement, or any of them, will belong to and be apportioned between WADNR and King County in accordance with their respective interests under this Agreement as determined between them or by a court. Additionally, WADNR may prosecute any claim directly against the condemning authority for the costs of removal of the property belonging to WADNR. King County will have no claim to condemnation proceeds attributable to WADNR's interest in the Facility, nor will WADNR 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, WADNR shall remove any and all of its portable improvements at the Facility. If improvements include non-portable fixtures, such improvements shall inure to the benefit of King County and shall remain at the Facility.

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 in Seattle, Washington.

29. Exhibits. Exhibits A through C are attached hereto and are incorporated herein by this reference:
   - Exhibit A – Site Map: King County-Middle Fork Snoqualmie Natural Area
   - Exhibit B – Context Map: WADNR and King County Managed Natural Areas
   - Exhibit C – Construction Drawings: WADNR Granite Creek Trailhead Parking and Access Road
30. **Entire Agreement.** This Agreement and any and all exhibits expressly incorporated herein by reference and attached hereto shall constitute the whole agreement between King County and WADNR. There are no terms, obligations, allowances, covenants, or conditions other than those contained herein.

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

32. **Project Coordinators**  
Project Coordinator for KCP is: Kelly Heintz, (206) 477-6478  
Project Manager for DNR is: Laura Cooper, (253) 740-0008

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 WHEREOF, the parties have executed this Agreement.

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**KING COUNTY**  
DEPARTMENT OF NATURAL RESOURCES  
AND PARKS, PARKS AND RECREATION DIVISION  

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<thead>
<tr>
<th>Name</th>
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<tr>
<td>Kevin Brown</td>
<td>[Signature]</td>
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**STATE OF WASHINGTON**  
DEPARTMENT OF NATURAL RESOURCES  

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<tr>
<td>J.S. Young</td>
<td>[Signature]</td>
<td>1/16/17</td>
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**Address**  
201 S. Jackson St. Ste700  
Seattle, WA 98104  

**Telephone**  
206-477-4525

**Address**  
1111 Washington Street SE  
Olympia, WA 98504-7001  

**Telephone**  
360-902-2121
Exhibit B (IAA No. 93-094790)
DNR and King County Managed Natural Areas
Granite Creek Trailhead Site
12.06.2016 Draft for Planning Purposes Only
IAA No. 93-094790
Exhibit C

CONSTRUCTION DRAWINGS

Granite Creek Trailhead Parking and Access Road
WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES

GRANITE CREEK TRAILHEAD
PARKING AND ACCESS ROAD
KG: MDNR: 12-1

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6. POINT COORDINATE SCHEDULE
7. ACCESS ROAD PLAN
8. PARKING AREA PLAN
9. PROFILES
10. ACCESS ROAD AND PARKING AREA SECTIONS
11. ADA PARKING PLAN
12. GATE DETAILS
13. TYPICAL DETAILS
14. TRENCH DRAIN DETAILS
15. PLANTING AND SOD PLAN
16. CIV VLT TOILET REFERENCE SHEET

CONTACT INFORMATION

UTILITY TO CALL

ENGINEER AND DESIGN CONTROL

ARCHITECT

OWNER/AGENCY

APPLICANT

DRAWER

1-800-322-1488

(425) 386-6140

(425) 386-1198

(425) 386-6140

(425) 386-6140

(425) 386-6190

SCHEDULED WITH LAND USE INSPECTIONS

PRELIMINARY SHEETS

11 WORKING DAYS

CLEANING AND TEMPORARY DESIGN/REVISION CONTROL

2 WORKING DAYS

DRAW AND SUBMIT DRAINAGE EROSION CONTROL

2 WORKING DAYS

GOOD DESIGN/REVISION CONTROL AND COMPUTER

2 WORKING DAYS

GOOD DESIGN

1 WORKING DAY

GOOD DESIGN AND SITE PLAN

1 WORKING DAY

ENGINEER'S REPORT SHEET

1 WORKING DAY

DRAWER

1 WORKING DAY

1 WORKING DAY

1 WORKING DAY

1 WORKING DAY

1 WORKING DAY

1 WORKING DAY

1 WORKING DAY

1 WORKING DAY

1 WORKING DAY

1 WORKING DAY

1 WORKING DAY

1 WORKING DAY