INTERAGENCY FUNDING AND REIMBURSEMENT AGREEMENT BETWEEN KING COUNTY AND THE SNOQUALMIE VALLEY WATERSHED IMPROVEMENT DISTRICT FOR CULVERT REPLACEMENT AT LANGLOIS CREEK AND SNOQUALMIE VALLEY TRAIL CROSSING

THIS INTERAGENCY AGREEMENT (the "IAA") is made and entered into by and between the Snoqualmie Valley Watershed Improvement District ("the District"), an irrigation district, and King County by and through its Parks and Recreation Division, Department of Natural Resources and Parks (the "County" or "KC Parks"), individually referred to as the "Party" and collectively referred to as the "Parties".

RECITALS

- A. KC Parks owns and maintains the Snoqualmie Valley Trail corridor consisting of a 31.7-mile crushed rock surface trail that traverses the cities of North Bend, Snoqualmie, Fall City, Carnation and Duvall.
- B. The King County Fish Passage Restoration Program is committed to working with King County partners to remove barriers to native salmon habitat, which includes replacing culverts that were built under county-owned roads and trails but now block salmon from swimming upstream.
- C. King County Council provided budget authority for the Fish Passage Restoration Program in the 2023/2024 Biennium Budget Ordinance 19546.
- D. The District is interested in improving Snoqualmie Valley watershed health through the removal and replacement of culvert # 101SC-07 and # 933063 at Langlois Creek (the "Project"). See Exhibit A, Project Description). The Project is partially in the Snoqualmie Valley Trail corridor.
- E. The District received Project funding in the amount of one-million two hundred nineteen thousand one hundred sixty-six dollars (\$1,219,166) (the "Grant Funds") from the Brian Abbott Fish Barrier Removal Board (FBRB).
- F. KC Parks is interested in providing supplemental Project funding of up to one hundred and seventy thousand dollars (\$170,000) to pay for Project work constructed on KC Parks property and reimbursing the District for work associated with the protection of an AT&T fiber optic cable located within the Project boundary associated with easement # 198910160832 in Exhibit C (Utility Easement).
- G. The Parties recognize the benefit of partnering on the Project and KC Parks wishes to fund certain portions of the Project.
- H. The Parties have identified the District as the lead agency for contract procurement and administration.
- I. King County, a home rule charter county and political subdivision of the State of Washington, has the authority to enter into this Agreement pursuant to the King County Charter.
- J. The District was formed on December 7, 2015, as an irrigation district authorized under RCW Chapter 87.03.

NOW THEREFORE, in consideration of the terms and condition contained herein, the Parties mutually agree as follows:

AGREEMENT

1. PURPOSE/SCOPE

The purpose of this IAA is to set forth the rights, responsibilities, and obligations of the Parties relating to the scope of this IAA which is limited to the design, construction, and payment for certain elements of the Project as depicted in Exhibit A and as depicted in Exhibit B (Protect in Place Plan).

2. EFFECTIVE DATE/DURATION

- 2.1 <u>Term</u> This IAA shall become effective immediately upon execution by the Parties and shall remain in effect until KC Parks has paid the District for certain elements of the Project depicted as Exhibit A and as depicted in Exhibit B and described herein or no later than August 18, 2028 unless otherwise extended by mutual written agreement.
- 2.2 <u>Construction</u> The Parties anticipate construction from June 1, 2024, to December 31, 2024, but can extend this date, in writing, as necessary.
- 2.3 Extensions The Parties can extend this agreement, in writing, as necessary to comply with monitoring or other Project requirements.

3. COUNTY RESPONSIBILITIES

- 3.1 <u>Project Scope</u>. KC Parks shall be responsible for reviewing and accepting Exhibit A (Project) scope and detail and Exhibit B (Protect in Place Plan) scope and detail.
- 3.2 <u>Funding and Payment</u>. Upon signing of this agreement, the District shall submit an invoice to KC Parks for \$170,000 in expenses ("Supplemental Project Funding"). The District shall receive the Supplemental Project Funding in the form of a lump sum check within 30 days of submitting the invoice to KC Parks. The Supplemental Project Funding shall only be used to pay for labor, materials and equipment used or constructed on King County Parks property. Eligible uses for the Supplemental Project Funding include the actual costs related to construction such as engineering design, construction management, equipment, materials, supplies and labor.
- 3.3 <u>Project Participation</u>. KC Parks designated representative(s) shall attend progress and site meetings as necessary and provide questions or concerns to the District. KC Parks shall participate in the punch-list walk through and provide comments to the District. Final decision-making authority for Project design, construction and acceptance shall rest with the District.
- 3.4 <u>Public Outreach.</u> KC Parks shall support the District in public communication efforts through notifications via social media and e-news of District provided content. Any construction impacts to the trail will be communicated to the public via KC Parks.
- 3.5 <u>Corridor Access for work</u>. KC Parks has authorized the District to do the work via a Special Use Permit #SUPS23-0004identified as Exhibit D ("Special Use Permit"). KC Parks acknowledges that the Project represents a substantial investment for the District and as such covenants on behalf of

itself and King County that the Special Use Permit shall not be revoked absent a breach by the District of its obligations under the Special Use Permit or the IAA.

- 3.6 The District shall require from its contractor a warranty that all materials and equipment shall be new unless otherwise specified, of good quality, and free from defective workmanship and materials and shall return and repair any Work not in accordance with the Project Documents for a period of one (1) year from the date of completion of the Work. No later than one year after Project completion, the District and KC Parks shall conduct a one-year warranty inspection of the portion of the Project constructed on the King County Snoqualmie Valley Trail corridor with the District's contractor. If defects amounting to deviations from the Project Documents or as built conditions approved by the Project engineer, are found in that part of the Project constructed on the King County Snoqualmie Valley Trail corridor, the District shall require its contractor to correct such defects through its contract with its contractor(s) and shall administer the remedies for any such defects. All necessary repairs shall be consistent with the Project plans and specifications.
- 3.7 <u>Corridor Access for Maintenance and Monitoring.</u> KC Parks has authorized the District to monitor for plant establishment as required by the Project permit.
- 3.8 <u>Maintenance.</u> Once the Project is complete KC Parks shall continue to own, operate, and maintain the Snoqualmie Valley Trail corridor and maintain only that portion of the culvert that is within the King County Snoqualmie Valley Trail corridor. Once the AT&T Protect in Place work is complete KC Parks shall continue to own, operate, and maintain the Snoqualmie Valley Trail corridor and AT&T shall have all rights and obligations for the fiber optics infrastructure per the 1989 easement #198910160832 Exhibit C.

4. DISTRICT RESPONSIBILITIES

- 4.1 <u>Lead Agency</u>. The District shall act as the lead agency for the Project and AT&T Protect in Place. The District shall be solely responsible for contract procurement, contract and project management, maintenance of Project records, payment of contractor and invoicing of KC Parks for Project work, and closeout. The District shall be responsible for environmental review, permitting, engineering, and construction.
- 4.2 <u>Coordination of Activity</u>. The District shall share with KC Parks relevant Project and AT&T Protect in Place information, coordinate site meetings, and communicate KC Parks questions and concerns to the contractor.
- 4.3 <u>Public Outreach</u>. The District shall provide project information to KC Parks at least thirty days prior to construction so that KC Parks can develop, produce, and distribute public outreach materials and provide them to KC Parks for distribution.
- 4.4 <u>Payment</u>. The District shall pay all District approved contractor invoices subject to available funding.
- 4.5 <u>Maintenance</u>. The District or its designee shall own and maintain Project improvements outside of the King County Snoqualmie Valley Trail corridor.

5. PROPERTY

5.1 The District hereby represents and warrants to the County that it has legal authority to construct the Project. The District further represents and warrants that to the best of its knowledge, there are no easements, covenants, restrictions, encumbrances, or defects on or to the property that will in any way impair the District's ability to design and construct the Project and perform its obligations under this IAA.

6 TERMINATION

- 6.1 <u>Termination for Default.</u> Either Party may terminate this IAA in the event the other Party fails to perform a material obligation of this IAA. Written notice of a Party's intention to terminate this IAA pursuant to this Subsection 6.1 shall be provided to the other Party not less than fifteen (15) calendar days prior to the effective date of Termination.
- 6.2 <u>Termination for Convenience</u>. Either Party to this IAA may terminate the IAA, in whole or in part, for convenience and without cause. Written notice of a Party's intention to terminate this IAA pursuant to this Subsection 6.2 shall be provided to the other Party not less than thirty (30) days prior to the effective date of termination. In the event that KC Parks terminates this IAA pursuant to this Subsection 6.2, it shall reimburse the District the cost of the work associated with the Project successfully completed prior to the time of Termination.
- 6.3 <u>Funding.</u> KC Parks has appropriation authority for funding of the Project and AT&T Protect in Place to be completed in this biennium as approved by the King County Council in the 2023/2024 Parks Budget under the Fish Passage Restoration Program in the 2023/2024 Biennium Budget Ordinance 19546. The County's performance under this Agreement outside of this biennium is contingent on the appropriation by the Metropolitan King County Council of sufficient funds to carry out the performance contemplated herein. The District is not obligated to do any further work or complete the Project if the County does not appropriate sufficient funds to carry out the performance specified herein.

7 DISPUTE RESOLUTION

- 7.1 The Parties agree to use their best efforts to prevent and resolve potential sources of conflict at the lowest level.
- 7.2 The Parties agree to use their best efforts to resolve disputes arising out of or related to this IAA using good faith negotiations by engaging in the following dispute resolution escalation process should any such disputes arise:
 - (a) Level One -KC Parks Designated Representative and The District Designated Representative shall meet to discuss and attempt to resolve the dispute in a timely manner. If they cannot resolve the dispute within fourteen (14) calendar days after referral of that dispute to Level One, either Party may refer the dispute to Level Two.
 - (b) Level Two King County Director of the Department of Natural Resources and Parks, or Designee and The District Executive Director, or Designee shall meet to discuss and attempt to resolve the dispute, in a timely manner. If they cannot resolve the dispute within fourteen (14) business days after referral of that dispute to Level Two, either Party may refer the dispute to Level Three.

- (c) Level Three- King County's Executive or Designee and The District Executive Director or Designee, shall meet to discuss and attempt to resolve the dispute in a timely manner.
- 7.3 Except as otherwise specified in this IAA, in the event the dispute is not resolved at Level Three the Parties shall engage in mediation as a prerequisite to litigation. If mediation is not successful, the Parties are free to file suit, seek any available legal remedy, or agree to other alternative dispute resolution methods.

At all times prior to resolution of the dispute, the Parties shall continue to perform any undisputed obligations and make any undisputed required payments under this IAA in the same manner and under the same terms as existed prior to the dispute. Notwithstanding anything in this IAA to the contrary, neither Party has an obligation to agree to refer the dispute to mediation nor other form of dispute resolution following completion of Level Three of the process described herein. Such agreement may be withheld for any reason or no reason.

8 NOTICES

Unless otherwise specified in this IAA, any communication, document, notice or demand which either Party may be required or may desire to give to or serve upon the other shall be in writing and shall be delivered by email or by United States Mail, postage prepaid, addressed to the addresses set forth below. Any such communication, document, notice or demand shall be deemed to have been duly given or served on the date of confirmed dispatch, if sent by email or three (3) days after being placed in the U.S. mail, if sent by mail.

KING COUNTY THE SNOQUALMIE VALLEY WATERSHED

Parks and Recreation Division IMPROVEMENT DISTRICT

Attn: Jon Polka

KSC-NR-0700

Attn: Erin Ericson
PO Box 1148

201 S. Jackson Street Carnation, WA 98014 Seattle, WA 98104-3855

Phone: 206-477-7591 Phone: 425-549-0316 Email: jon.polka@kingcoutny.gov Email: erin@svwid.com

Kcparks.legalnotices@kingcounty.gov info@svwid.com

Each Party may change its notice address set forth in this section by giving notice of a new address to the other Party in accordance with this section.

9 GENERAL LEGAL PROVISIONS

9.1 <u>Compliance with Law</u>. The District and KC Parks shall comply, and shall ensure their contractors and subcontractors comply, with all federal, state, and local laws, regulations, and ordinances applicable to the work and services performed under this IAA.

- 9.2 <u>Parties</u>. It is understood and agreed that this IAA is solely for the benefit of the Parties hereto and gives no right to any other party. No joint venture or partnership is formed because of this IAA. No employees or agents of either Party or any of either Party's contractors or subcontractors shall be deemed, or represent themselves to be, employees of the other Party.
- 9.3 <u>Laws and Venue</u>. This IAA shall be interpreted in accordance with the laws of the State of Washington in effect on the date of execution of this IAA. The Superior Court of King County in Seattle, Washington shall have exclusive jurisdiction and venue over any legal action arising under this IAA.
- 9.4 <u>Headings</u>. Section titles or other headings contained in this IAA are for convenience only and shall not be part of this IAA, nor be considered in its interpretation.
- 9.5 <u>Counterparts.</u> This IAA may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall constitute one and the same instrument.
- 9.6 No Third-Party Beneficiaries. This IAA is entered into solely for the mutual benefit of the Parties. This IAA is not entered into with the intent that it shall benefit any other person and no other such person shall be entitled to be treated as a third-party beneficiary of this IAA.
- 9.7 No Waiver. Neither payment nor performance by a Party shall be construed as a waiver of the other Party's rights or remedies against the Party. Failure to require full and timely performance of any provision at any time shall not waive or reduce the right to insist upon complete and timely performance of such provision thereafter. No term or condition shall be waived, modified, or deleted except by an instrument, in writing, signed by the Parties hereto.
- 9.8 Entire Agreement. This IAA shall constitute all terms, conditions, and provisions agreed upon by the Parties hereto. No modification or amendment of this IAA shall be valid or effective unless evidenced by an agreement in writing signed by both Parties.
- 9.9 <u>Interpretation.</u> This IAA is and shall be deemed jointly drafted and written by each of the Parties to it, and it shall not be construed or interpreted against any of the Parties originating or preparing it.
- 9.10 <u>Severability</u>. If any provisions of this IAA are held invalid by a court of competent jurisdiction, the remainder of this IAA shall not be affected thereby if such remainder would then continue to serve the purposes and objectives originally contemplated.
- 9.11 <u>Hold Harmless and Indemnification</u>. During construction of the Project, the Indemnity and Hold Harmless provision set forth in the Special Use Permit shall apply. Once the construction on County property has been accepted by the County then the Hold Harmless and Indemnification provision set forth herein shall apply.

The District shall protect, defend, indemnify, and save harmless King County and its officers, officials, employees and agents, from any and all claims, demands, suits, penalties, losses, damages, judgments, or costs of any kind whatsoever (hereinafter "Claims"), arising out of or in any way resulting from any negligent acts or omissions of the District's officers, employees, agents, contractors and/or subcontractors in the performance of this Agreement, to the maximum extent permitted by law, including RCW 4.24.115. In the event any such Claim arises from the concurrent negligence of the District and King County, the defense and indemnity obligation of this Section 9.11 shall apply only to the extent of the negligence of the District's officers, employees, agents, contractors and/or subcontractors of all tiers.

The District's obligations under Section 9.11 of this Agreement shall include, but not be limited to:

- A. The duty to promptly accept tender of defense and provide defense to King County at the District's own expense; and
- B. The duty to indemnify and defend King County from any such claim, demand, and/or cause of action brought by or on behalf of any of the District's employees or agents as set forth herein. The foregoing duty is specifically and expressly intended to constitute a waiver of the District's immunity under the Washington Industrial Insurance Act, RCW Title 51, as respects King County only, in order to provide King County with a full and complete indemnity and defense of any Claims made by the District's employees. The Parties acknowledge that these provisions were mutually negotiated and agreed upon by them.

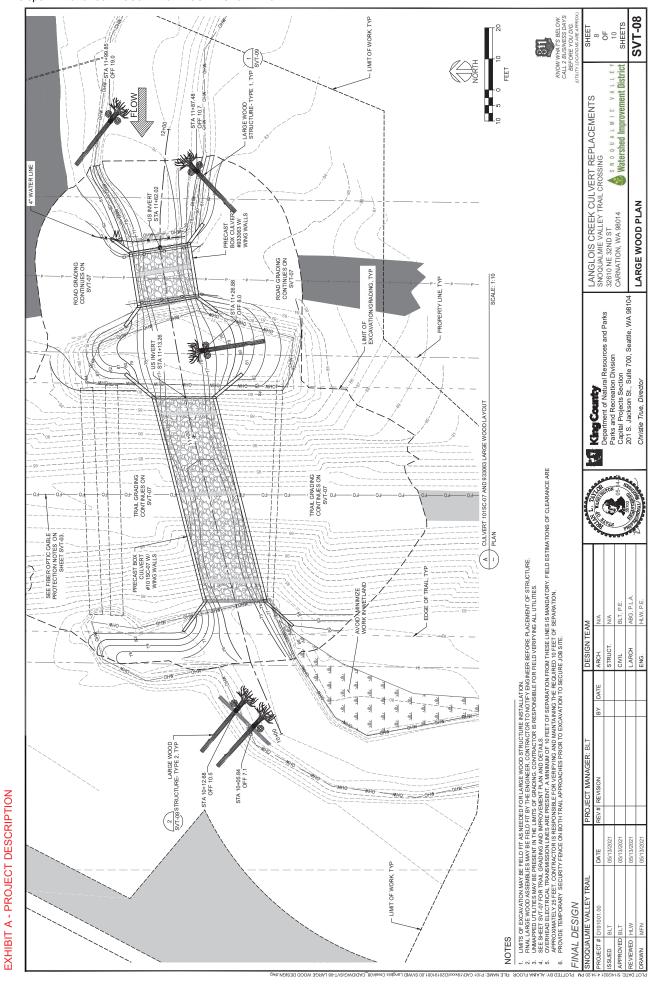
A defense and hold harmless provision to protect King County, its officers, officials, agents, and employees similar to this provision shall be included in all agreements between the District and any contractor performing work on the Project or in conjunction with this Agreement. The obligations under this Section 9.11 shall survive the expiration or earlier termination of this Agreement.

- a. <u>Insurance</u>. The District shall maintain insurance in accordance with the Special Use Permit identified as Exhibit D to this IAA and shall require each of its construction contractors engaging in work described in this IAA to include King County as an additional insured under such contractor's general, automobile, and pollution liability policies, as applicable.
- b. <u>Force Majeure</u>. If either Party cannot perform any of its obligations due to events beyond its reasonable control, the time provided for performing such obligations shall be extended by a period of time equal to the duration of such events. Events beyond a Party's reasonable control include, but are not limited to, acts of nature, civil commotion, labor disputes, strikes, fire, flood or other casualty, shortages of labor or materials, government regulations or restrictions, lawsuits filed challenging one or more permits or other agreements necessary for implementation of the Project, and weather conditions.
- c. <u>Exhibits</u>. All Exhibits referenced in this Agreement are incorporated by reference as if fully set forth.
- d. <u>Amendments.</u> This Agreement is the complete expression of the terms hereto and any oral representation or understanding not incorporated herein is excluded. Any modifications to this Agreement shall be in writing and signed by both Parties.

Exhibits

Exhibit A: Project Description Exhibit B: Protect in Place Plan Exhibit C: Utility Easement Exhibit D: Special Use Permit IN WITNESS WHEREOF, The Parties have executed this IAA, effective on the latest date shown below. The signatories below represent and warrant that they possess the authority to execute this IAA and bind their respective entities.

KING COUNTY Warren Jimenez	THE SNQOUALMIE VALLEY WATERSHED IMPROVEMENT DISTRICT
Director, Parks & Recreation Division,	Erin Ericson
Department of Natural Resources and Parks	Executive Director
Docusigned by: Yolun Taylor	X Erik Eireson
Whiten The Telephone	Erin Ericson
DiPiertor Patteraftenopivisierural	Executive Director, SVWID
Bosoupsos & Banks	4/04/0004
Date Signed: 2/12/2024 4:03 PM PST	Date Signed: 1/24/2024
Approved as to form	
DocuSigned by:	
Senior Deputy Prosecuting Attorney	
Date Signed: 2/12/2024 2:50 PM PST	



T T CASEMENT

_ #0832 D 89/10/16 12.00 RECD F RECFEE 2.00 mem14.00 CRISHSL UTILITY EASEMENT 35

This agreement made this A day of 1944, by and between King County, a political subdivision of the State of Washington, hereinafter termed the Grantor, and American Telephone and Telegraph Company, a New York Corporation, hereinafter termed the Granton hereinafter termed the Grantee.

WITNESSETH:

That for and in consideration of mutual benefits, the Grantor herein does by these presents grant unto the Grantee, its successors and assigns, an easement under and upon the following described property, situated in King County, Washington, to wit:

NON EXCLUSIVE EASEMENT:

A 10 foot strip of land situated within a portion of the Snoqualmie Valley Trail, formerly the right-of-way of the Chicago Milwaukee and St. Paul Railway Company, generally described as follows:

Beginning at the East-West centerline of Section 6, Township 26 North, Range 7
East, Willamette Meridian, at Railroad Station 367 + 28.3 and terminating at Railroad Station 663 + 84.2 in the Southeast 1/4 of Section 19, Township 24 Range 8 East, Willamette North, Meridian.

Said description being a portion of Sections 6, 7, 31 and 32, Township 26 North, Range 7 East; Sections 12, 13, 24, 25, and 36, Township 26 North, Range 6 East;

Sections 4, 5, 9, 16, 21, 27, 28 and 34, Township 25 North, Range 7 East;

Sections 3, 4, 10, 11, 13 and 14, Township 24 North, Range 7 East;

And Sections 18 and 19, Township 24 North, Range 8 East.

EXCLUSIVE EASEMENT:

A portion of the Snoqualmie Valley Trail, formerly the right-of-way of the Chicago Milwaukee and St. Paul Railway Company, described as follows:

A 40' by 70' site in the West Half of the Southwest 1/4 of the Northwest 1/4, Section 13, Township 24 North, Range 7 East, West of the Right of Way for 356th Street Southeast contained within the North 50 feet of the Right of Way of the Snoqualmie Valley Trail.

8910100332

<u>Purpose:</u> The Grantee shall have the right to construct, install, reconstruct, alter, operate, maintain, repair and remove its underground communication lines, conduits and manholes ("facilities") under and upon the easement area, together with all necessary or reasonable appurtenances thereto. This easement is solely for the purpose of providing American Telephone and Telegraph Company with an area for the placement of underground facilities and a regenerator building and appurtenances within the exclusive easement area.

The Grantor and Grantee herein, by accepting and recording this easement mutually covenant and agree to the terms and conditions described in detail in Appendix "A" and "B" attached hereto and by this reference made part of this agreement.

GRANTEE:

AMERICAN TELEPHONE & TELEGRAPH, COMPANY, A NEW YORK CORPORATION

Francis Phonost

Francis P. Fruzzetti

TITLE Manager Right-of-Way

DATE May 25, 1989

GRANTOR:

KING COUNTY, WASHINGTON

Tim Hil

County Executive

DATE July 17. 1989

8910100832

STATE OF WASHINGTON)
COUNTY OF KING)
On this day porsonally appeared before melesure archer to me known to be the surreto, duning ounty
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Eventing of Ving County Washington, the person who signed the
above and foregoing instrument for king county for the uses the
same as he free and voluntary act and deed or king county and that
he was so authorized to sign.
GIVEN under my hand and official seal this day
or Jely , 19 69:
NOTARY PUBLIC in and for the State
My commission / of Washington, residing at
expires: 3/5/1991 Suvale.
AT THE AT THE CULTURE OF THE CONTROL
STATE OF WASHINGTON)
COUNTY OF KING)
19 69 hefore me
On this day of <u>Allay</u> , 19 <u>ff</u> , before me
personally appeared January January, to me
known to be the 11 Manager of Right of May 65.1
of the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free
and voluntary act and deed of said corporation, for the uses and
and voluntary act and deed of said corporation, for the water purposes therein mentioned, and on oath stated that _he_water purposed to everyte said instrument and that the seal affixed
and voluntary act and deed of said corporation, for the uses and
and voluntary act and deed of said corporation, for the dees and purposes therein mentioned, and on oath stated that _he_wdf_authorized to execute said instrument and that the seal affixed thereto (if any) is the corporate seal of said corporation. IN WITNESS WHEREOF, I have hereunto set my hand and affixed
and voluntary act and deed of said corporation, for the dees and purposes therein mentioned, and on oath stated that _he_w25 authorized to execute said instrument and that the seal affixed thereto (if any) is the corporate seal of said corporation. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.
and voluntary act and deed of said corporation, for the dees and purposes therein mentioned, and on oath stated that _he_w25 authorized to execute said instrument and that the seal affixed thereto (if any) is the corporate seal of said corporation. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.
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My Comm. Exp. Apr. 6, 1991

APPENDIX "A"

Terms and conditions applicable to the easement granted by King County.

1. PERMIT REQUIRED
Before any work is performed under this agreement, Grantce must obtain a utility use permit from the Real Property Division. In addition, before any work is performed under this agreement, the Grantee must obtain all building, grading and environmental permits required for the project from the King County Division of Building and Land Development and/or other agencies or governments with proper jurisdiction.

2. INDEMNITY AND HOLD HARMLESS
The Grantee agrees for itself, its successors, and assigns, to defend, indemnify, and hold harmless King County, its appointed and elected officials, and employees from and against liability for all claims, demands, suits, and judgments, including costs of defense thereof, for injury to persons, death, or property damage which is caused by, arises out of, or is incidental to Grantee's exercise of rights and privileges granted by this Easement, to the extent of Grantee's negligence. The Grantee's obligations under this section shall include:

- (a) The duty to promptly accept tender of defense and provide defense to the County at the Grantee's own expense.
- (b) Indemnification of claims made by the Grantee's own employees or agents.
- (c) Waiver of the Grantee's immunity under the industrial insurance provisions of Title 51 RCW, which waiver has been mutually negotiated by the parties.

In the event it is necessary for the County to incur attorney's fees, legal expenses, or other costs to enforce the provisions of this section, all such fees, expenses, and costs shall be recoverable from the Grantee.

In the event is is determined that RCW 4.24.115 applies to this Easement, the Grantee agrees to defend, hold harmless, and indemnify King County to the maximum extent permitted thereunder, and specifically for its negligence concurrent with that of King County to the full extent of Grantee's negligence. Grantee agrees to defend, indemnify, and hold harmless the County for claims by Grantee's employees and agrees to waiver of its immunity under Title 51 RCW, which waiver has been mutually negotiated by the parties.

3. GRANTOR'S USE OF PROPERTY
Grantor reserves the right to use the property for any
purpose not inconsistent with the Grantee's use of the property as
a multi-purpose, non-motorized transportation and recreation
corridor.

4. HIRING AND EMPLOYMENT
In all hiring or employment made possible or resulting
from this agreement, there shall be no discrimination against any
employee or applicant for employment because of sex, sexual
orientation, age, race, color, religion, national origin, marital
status or the presence of any sensory, mental, or physical
handicap, unless based upon a bona fide occupational
qualification. This requirement shall apply, but not be limited,
to the following: employment, advertising, lay-off or
termination, rates of pay or other forms of compensation, and
selection for training, including apprenticeship.

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, sexual orientation, race, color, religion, national origin, age (except minimum age and retirement provisions), marital status, or the presence of any sensory, mental or physical handicap.

APPENDIX A (continued)

Any violation of this provision shall be considered a violation of a material provision of this agreement and shall be grounds for cancellation, termination or suspension in whole, or in part, of the agreement by the County and may result in ineligibility for further County agreements.

5. ASSIGNMENT

The Grantee may not assign this easement or any rights acquired under it without the prior written consent of the Grantor. All terms and conditions of this easement are binding upon the successors and assigns of the Grantee, and all privileges and obligations of the Grantee apply to its successors and assigns as if they were specifically mentioned wherever the Grantee is mentioned.

6. TERMINATION AND ABANDONMENT
In the event that the Grantee abandons or discontinues the use of the easement for the purposes expressed in this document, the Grantee's easement will terminate.

Upon termination, the Grantee will surrender possession of the easement premises to the Grantor, and title to the easement premises will remain in the Grantor, its successors or assigns, free of any and all claims of the Grantec.

In the event that Grantee's easement is terminated for any reason, Grantee will restore the property to the condition that existed before the installation of facilities, or to a reasonable condition that is satisfactory to the Grantor.

The Grantee shall complete removal and restoration within ninety (90) days after being notified that its easement has been terminated, revoked, or abandoned.

7. RESTORATION AFTER INSTALLATION

After any construction by the Grantee involving the use of Grantur's property, unless in conflict with King County construction agreement, if any, Grantee will return the Grantor's property to its original condition or to a reasonable condition satisfactory to the Grantor, by repairing any damage done to Grantor's property, including but not limited to: property damage to slopes, shrubbery, landscaping, fencing, roadways or structures.

8. OTHER APPLICABLE LAWS

Grantee will comply with all federal, state and local laws, and will assume all cost, expense, and responsibility in connection with compliance, without any liability on the part of the Grantor.

9. ACCESS

Grantee shall have the right of access across Grantor's property adjacent to the right of way to enable Grantee to exercise its rights hereunder, provided that Grantee shall compensate Grantor for any damage to said property caused by the exercise of said right of access.

10. CUTTING OF TREES

Grantee may only cut or trim brush and trees standing growing within the easement as necessary for the installation of the fiber-optic cable and with prior approval from Granter, Grantee may cut or trim trees upon Grantor's adjacent property.

11. RELOCATION

AT&T shall relocate or move the fiber optic cable at their sole expense in the event King County modifies or replaces a trestle or in the event of a natural disaster, flood, earth movement or the like. King County shall provide a mutually acceptable location at no additional cost to AT&T.

APPENDIX "B"

PROJECT DESCRIPTION

The AT&T-C fiber-optic cable enters the Snoqualmic Valley Trail right-of-way in the north at Section 6, Township 26 North, Range 7 East. This entry point is approximately 1000 feet south of the Cherry Creek bridge and about one mile south of the Snohomish/King County line. The fiber cable leaves the right-of-way in Section 19, Township 24 North, Range 8 East at the Tokul Road bridge.

Within the intervening 20.6 miles, the fiber-optic cable will be buried in the railroad bed. This existing hed consists of approximately 1 1/8" rock in the top ballast. The top ballast appears to be 1-2 feet deep. The sub-ballast varies in depth throughout the length of the route; from 0 feet in the cut sections to 15+ feet in the wetland fill areas. The cable will generally be buried approximately 4-8 feet West and/or South of the fill section centerline except at trestle and creek crossings and for cable access to and from the aforementioned regenerator site as approved by King County. The Grantee will clear the Trail only as necessary to install the fiber-optic cable.

The direct bury method involves a plowtrain and insertion tool that places the cables and warning tape beneath ground in one operation. The cable will be about 4 feet deep and the tape 12-18 inches below the surface.

Identifying marker poles shall be located along the easement, off-set from cable location as mutually agreed between the parties.

At grade crossings such as asphalt surfaced roads, a 4-5 inch galvanized iron pipe will be buried to provide protection for the cable. The actual size to be determined by field conditions.

At all trestles where there is not a waterway or wetland, the plowtrain will be able to plow up and down the side slopes and beneath the trestles will be restored, as near as practical, to pre-plow conditions by the restoration crew following the plow machine.

At farmers' roads the plowtrain will be able to plow across the road. The road and the slope leading down to the road will be restored to pre-plow condition by the restoration crew following the plow machine.

All streams, wetlands and river crossings will be accomplished using the existing bridges and trestles. In these areas the trestle surface will have decking. The decking will provide AT&T with access to the cable route over these sensitive areas.

As stated earlier, the dry trestles will be bypassed but will be decked for access. The decking will be designed and contracted by the Grantor out of funds provided by AT&T as part of the agreement. Any missing trestles, with one exception, will be bypassed and left unrestored. The exception is an unnamed creek in Section 14, Township 24 North, Range 7 East. In the future, when funds become available, the Grantor intends to traverse the drainage by a culvert and fill utilizing existing fill from both banks of the stream. The final trail surface will be approximately one-half the depth from existing grade to flowline at the centerline of the right-of-way. The approach grades on both sides of the fill shall be graded no steeper than 5 to 1 or a 20% slope. This procedure has been discussed with the Department of wildlife and is acceptable. The fill will also provide AT&T maintenance crews with a patrollable grade. Any existing design for the proposed fill will be made available by Grantee to the

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A potential problem situation exists at Tokul Creek trestle. This is a long, high trestle that could be destroyed by a washout or fire. To mitigate the effect of this eventuality, AT&T will install manholes at each end of the trestle to provide accessible splice points for service restoration.

In summary, the Snoqualmie Valley Trail will provide a direct secure route from the Snohomish County line to the vicinity of Snoqualmie; a distance of about 21 miles.

The lightguide cable will be buried by plowing, except at road crossings where a 4-5 inch galvanized iron pipe will be installed for protection. There will be one regenerator station required at Spring Glen Road. The building is 10' x 16' and one story tall. It will be placed to provide a minimum of 15 feet between the building and the apparent centerline of the County right-of-way. Splicing will be done at splice vaults that will be buried (see attached details).

Nine detail sheets are attached which show manholes, splice vaults marker posts, and trench cross-sections.

All of the above specified work will be submitted to King County Natural Resources and Parks for review and approval at the 75 percent completion phase of design.

The regeneration building to be located on the exclusive easement area shall not exceed 175 square feet and 10 feet in height.

8910160832

3910160832

Recording requested by and when recorded mail to:

AMERICAN TELEPHONE AND TELEGRAPH COMPANY C/O Coates Field Service, Inc. Nine Lake Bellevue Bldg., Ste. 214 Bellevue, WA 98005

Notice of Final Description

This document is in fulfillment of those conditions set forth in that certain Grant of Communication Systems Easement from as Grantor(s) to AMERICAN TELEPHONE AND TELEGRAPH COMPANY, A NEW YORK CORPORATION, as Grantee dated and recorded in Book and Page of Official Records of County, State of
Pursuant to those rights conveyed to Grantees by said easement, Grantees do hereby further define the centerline location of that() foot wide strip of land referred to in said easement as follows:
Nothing herein contained shall, or shall be construed to, modify in any way or terminate any of the covenants, terms, conditions or provisions under and by virtue of said Easement in the land therein described.
Executed this day of, 19
AMERICAN TELEPHONE AND TELEGRAPH COMPANY A New York Corporation
Ву

Appendix "C"

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FILED for Record at Request of

Address VINE LAKE BELLEVUE BIDG #214

BELLEVUE, WA 98005



LANGLOIS CREEK Siena's Estimate of Engineering and Construction Costs AT&T - Protect in Place

Engineering

•	Civil Engineer	\$500
•	Project Manager	\$2,600
•	Field Tech	\$2,400
•	Planning Tech	\$2,400
•	Construction Inspector	\$7,500
•	CAD Dept.	\$2,000
•	Admin	\$1,600

\$19,000 TOTAL - ENGINEERING (Rough Estimate)

Construction

Placement – Place anchor blocks and steel support strand. Excavation of conduit and fiber cable
and attaching conduit to support strand. Placement of additional steel around conduit, at each
end of existing steel pipe, if needed, or possible removal of existing steel pipe if necessary. Haul
away any spoils not suitable as backfill.

\$25,000

 Removal - After proposed culvert has been placed and watershed district contractor has backfilled to the existing elevation of conduit. AT&T contractor is to remove the protect-in-place support system. Work with watershed district contractor to backfill and compact around and over AT&T facilities.

\$12,500

\$37,500 TOTAL - CONSTRUCTION (Rough Estimate)

\$56,500 GRAND TOTAL – Engineering & Construction

These are rough estimates only. AT&T will put the construction work out to bid, and the low bidder will be awarded the job. The actual costs are what will be invoiced to the Snoqualmie Valley Watershed Improvement District when the project is completed per a reimbursement agreement.

DocuSign Envelope ID: 4916A85A-18C3-4D79-AD3C-DBCF67E1D6AB | PLACE PLAN





SPECIAL USE PERMIT Use of County Owned Property

		ision		DATE:	01/08/202	4		
PERMITTEE:								
Snoqualmie Valley Watershed In c/o Andy Obst PO Box 1148 Carnation, WA 98014	nprovemen	t						
DAY PHONE: (425)549-0316 OTHER PHONE:						FAX:		
PURPOSE:								
To allow use and maintain culve Valley Trail Corridor (PIN 21250	ert at the SV 079031)	T crossii	ng, which l	has been as	sessed as a	barrier to fish p	passage on Snoqualmie	
LEGAL DESCRIPTION:	Primary	1/4	Sec	Twp	Rge	Account No	Kroll Page	
Land Bassintian O.	Yes	SE	21	25 4/4 OF N	7	2125079031	B36	
Legal Description: C M EXPIRATION: This perm								
ZAT HUITTOTA TIME POINT	in blair liot	oc valia	Tor more t	nan 5 Tean	o una empir	es on the 7th de	y 011 cordary, 2025.	
Administrative Fee (New or R	Renewal)		\$500.00	Bond/	Insurance	Amount	\$1,000,000.00	
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PERMITTEE MUST NOTIFY 172 HOURS PRIOR TO PERFO								
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72 HOURS PRIOR TO PERFO	RMING Al Maihoa I	Pham use of the	RK AND II	MMEDIAT.	ELY UPOI	N COMPLETIC	N	
72 HOURS PRIOR TO PERFO	RMING Al Maihoa I	Pham Use of the Docute Mail	e abgre de wy Hodso signospegou	Pho scribed pro	ELY UPOI	N COMPLETIC) 477-0325	
72 HOURS PRIOR TO PERFO. Issued By: By this permit King County authors to be a second of the county authors are also be a second of the county authors are also be a second of the county authors are also be a second of the county authors are also be a second of the county authors are also be a second of the county authors are also be a second of the county authors are also be a second of the county authors are also be a second of the county authors are also be a second of the county authors are also be a second of the county authors are also be a second of the county authors are also be a second of the county authors are also be a second of the county authors are also be a second of the county authors are also be a second of the county authors are also be a second of the county authors are also be a second of the county authors are also be a second of the county authors are also be a second of the county are als	Maihoa I	Pham Use of the Docute Mail- D1F688	e above be we thouso stears see to be on Plan	Pho scribed pro	ne:	(206) Date:	2/7/2024 10:00	
Issued By: By this permit King County auth Custodial Approval: Real Estate Services Approval:	Maihoa I	Pham use of the possible Mails terms a	e alsove de la	Pho scribed pro	ne:	(206) Date:	2/7/2024 10:00	
Issued By: By this permit King County auth Custodial Approval: Real Estate Services Approval: The Permittee agrees to comple	Maihoa I	Pham Use of the Doods Mail- D1F68 terms a	e alsove de la	Pho scribed pro	ne:	(206) Date:	2/7/2024 10:00	

NOTE: Permit not valid without all necessary signatures and expiration date. King County Code 14.30

<u>01. PERMIT REVOCATION</u> - This Permit is revocable at any time by King County. The right to revoke is expressly reserved to King County.

<u>02. INDEMNITY AND HOLD HARMLESS</u> - The Permittee agrees to indemnify and hold harmless King County as provided herein to the maximum extent possible under law. Accordingly, the Permittee agrees for itself, its successors and assigns to defend, indemnify, and hold harmless King County, its appointed and elected officials, and employees from and against liability for all claims, demands, suits, and judgments including costs of defense thereof for injury to persons, death, or property damage which is caused by, arises out of, or is incidental to Permittee's exercise of rights and privileges granted by this Permit. The Permittee's obligation under this section shall include a) Indemnification for such claims whether or not they arise from the sole negligence of either the County or the Permittee, the concurrent negligence of both parties, or the negligence of one or more third parties. b) The duty to promptly accept tender of defense and provide defense to the County at the Permittee's own expense. c) Indemnification of claims made by the Permittee's own employees or agents. d) Waiver of the Permittee's immunity under the industrial insurance provisions of Title 51 RCW, which waiver has been mutually negotiated by the parties.

In the event it is necessary for the County to incur attorney's fees, legal expenses, or other costs to enforce the provisions of this section, all such fees, expenses, and costs shall be recoverable from the Permittee.

In the event it is determined that RCW 4.24.115 applies to this agreement, then this indemnity provision shall be valid and enforceable only to the extend of the negligence of Permittee, its agents, or employees. Permittee agrees to defend, indemnify, and hold harmless the County for claims by Permittee's employees and agrees to waiver of its immunity under Title 51 RCW, which waiver has been mutually negotiated by the parties.

<u>03. ANTI-DISCRIMINATION</u> - In all hiring or employment made possible or resulting from this Permit, there shall be no discrimination against any employee or applicant for employment because of race, color, ancestry, religion, national origin, age, sex, sexual orientation, marital status, or the presence of any sensory, mental or physical handicap in an otherwise qualified handicapped person unless based upon a bona fide occupational qualification, and this requirement shall apply to but not be limited to the following employment, advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. 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 Permit on the grounds of race, color, ancestry, religion, national origin, age (except minimum age and retirement provisions), sex, sexual orientation, marital status, parental status, the presence of any sensory, mental or physical handicap, or the use of a trained guide-dog by a blind or deaf person. Any violation of this provision shall be considered a violation of a material provision of this Permit and shall be grounds for cancellation, termination or suspension in whole or in part of the Permit by the County, and may result in ineligibility for further County permits.

<u>04. NON-EXCLUSIVE RIGHT</u> - This Permit shall not be deemed or construed to be an exclusive right. It does not prohibit the County from granting any other permits to other public or private entities, nor shall it prevent the County from using any public place for any and all public use or affect its jurisdiction over any part of them.

<u>05. ASSESSMENTS</u> - Permittee shall be required to pay any general or special assessments incurred by King County which are directly attributable to or arising from any actions, occupancy, or usage authorized herein.

<u>06. TERMINATION</u> - The Permittee may terminate the Permit by written notice to the Manager of Real Estate Services Section. Upon revocation, termination, or abandonment, the Permittee shall remove at his expense all facilities placed on said property by the Permittee, and restore the premises to a condition which is equivalent in all respects to the condition existing prior to installation of the facilities, or to a condition which is satisfactory to the County. If the Permittee has not accomplished removal and restoration at the end of a ninety-day period following the effective date of revocation, termination, expiration, or abandonment, the County may accomplish all of the necessary work and charge all of the costs to the Permittee.

<u>07. RESTORATION</u> - After completion of work authorized by this Permit, the Permittee shall restore the property to a condition which is equivalent in all respects to the condition of the property prior to starting work, or a condition satisfactory to King County. If the Permittee delays the restoration beyond expiration of the Permit, the County may accomplish all the necessary work and charge all the costs to the Permittee.

<u>08. REPAIRING DAMAGE BY PERMITTEE</u> - In the event that damage of any kind is caused by the Permittee in the course of performing work authorized by this Permit, Permittee will repair said damage at its sole cost and expense. Repair work shall begin without delay and continue without interruption until completed. If damage is extensive, the time allowed for repair will be prescribed by the County agent. If the County determines it is necessary, the County may accomplish the work and charge all the costs to the Permittee.

09. ABATEMENT OF UNSAFE CONDITIONS - The County representative may at any time, do, order, or have done all work considered necessary to restore to a safe condition any area described in Permit left by the Permittee in a condition dangerous to life or property. The Permittee shall pay, upon demand, to the County all costs of such work, materials, etc. Nothing in this section shall relieve the Permittee of duties under Terms and Conditions No. 2 above.

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10. RIGHTS RESERVED TO COUNTY - CONFORMANCE AND PAYMENT OF COST REQUIRED - The County reserves the right to use, occupy, and enjoy its property for such purposes as it shall desire including, but not limited to, constructing or installing structures and facilities on the property, or developing, improving repairing or altering the property. The Permittee, upon written notice, will at its own cost and expense remove, repair, relocate, change or reconstruct its installations to conform with the plans of work contemplated or ordered by the County according to a time schedule contained in the written notice.

11. NOTICE - Permittee agrees to obtain information from other utility operators regarding the location and current status of their installations before starting work. Property owners adjoining, or in proximity to, the project as described herein shall be notified by Permittee when such property is exposed to the possibility of injury or damage through performance of work on the project authorized by this Permit. Permittee shall make all advance arrangements necessary to protect such property or utility from injury or damage.

12. OTHER APPLICABLE LAWS - Issuance of this Permit does not in any way relieve the Permittee from complying with any other applicable laws in performing the work subject to this Permit.

13. RE-ENTRY - After completion of work authorized by this Permit, if the Permittee desires to re-enter upon the property described herein for any reconstruction, notice shall be provided in advance to King County together with the plans and specifications for the work proposed, and shall not be permitted without the County's consent.

<u>14. TITLE</u> - This Permit grants only the right to use King County's interest in the herein described property, and the granting of this Permit is not a warranty that good title to any specific property is vested in King County.

15. SPECIAL TERMS AND CONDITIONS:

- a. PROJECT SCOPE: Remove existing culvert (fish passage barrier) under Snoqualmie Valley Trail (SVT) on Langlois Creek, replace with fish passable concrete box culvert, widen berm crest to 18 ft, and restore as described in the plan sets (1/2021 & 5/13/21). All use of King County's Snoqualmie Valley Trail corridor (Parcel 2125079031) is limited to removal and replacement of culvert under Snoqualmie Valley Trail on Langlois Creek and restoration. Construction will require SVT trail closure between NE 24th and NE 32nd Streets.
- b. SCOPE CHANGES: The Permittee may make no improvements or alterations to the park/trail corridor except as specifically authorized in this permit. Any additional use of the park must be approved in writing by King County in its sole and absolute discretion ad subject to such terms and conditions as King County may impose. If granted, such approval shall be made an amendment to this Permit/SUP.
- c. CONTACTS: The Permittee shall provide 24-hour contacts for maintenance or emergencies:
 - 1. Contact 1 Name, Phone, e-mail, address
 - 2. Contact 2 Name, Phone, e-mail, address
 - 3. Contact 3 Name, Phone, e-mail, address
- d. EMERGENCIES: In the event of an emergency 1. The Permittee shall notify 911 then King County emergency hotline at 206-296-8100 and parksproperty@kingcounty.gov 2. Parks will notify the Permittee upon discovery of an emergency to allow the Permittee and its contractor, if any, the opportunity to respond and address the issue. Parks reserves the right to recover any costs associated with addressing the emergency or the failure of the Permittee to respond in a timely manner.
- e. SAFETY: If at any time the Permittee's authorized use, improvement, alteration or construction in the corridor creates a condition which could pose a danger to park users, the permittee shall promptly post temporary signage, install Parks- approved barricades or fencing and take other Parks-approved or required measures to facilitate continued safe public use of the park/trail corridor. Note SVT trail closure required between NE 24th and NE 32nd Streets.
- f. UNFORSEEN CIRCUMSTANCES: The Parks Division reserves the right to set additional terms and conditions as warranted by future unforeseen circumstances.
- g. CULTURAL RESOURCES: The Permittee shall make a copy of the provided King County Parks inadvertent discovery plan (IDP) available to the construction contractor prior to the start of ground disturbance. The IDP will be reviewed with the field staff at the start of ground disturbing work and will be kept on site during construction on King County property.
- h. AGREEMENTS: Two separate agreements (Landowner Agreement RCO grant and Interagency Funding & Reimbursement Agreement) between Snoqualmie Valley Watershed Improvement District (SVWID) and King County are associated with this project and SUPS23-0004 which identify additional terms, conditions and obligations.

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 PROJECT COORDINATION: Please see list of King County staff to be contacted related to this scope of work After Hours Parks Emergency 206-477-8100

Kim Claussen, PPM IV Capital Planning Section 206-477-0329

kimberly.claussen@kingcounty.gov

Jon Polka, Capital Project Manager 206-477-7591

jon.polka@kingcounty.gov

John Mabry, Supervisor 206-263-8824

john.mabry@kingcounty.gov

Polo Cantu, Park District Maintenance Coordinator N Trails 206-423-0795 polo.cantu@kingcounty.gov For all public outreach coordination please contact Andrea Godinez, Communications Specialist 206-477-5660 agodinz@kingcounty.gov

- j. CHANGES TO PROPOSED WORK: WORK AUTHORIZED UNDER THIS PERMIT SHALL BE IN ACCORDANCE WITH THE PLANS REVIEWED AND ACCEPTED BY PARKS. ANY MODIFICATIONS OR DEVIATIONS FROM THE PLANS SHALL BE SUBMITTED TO PARKS FOR REVIEW AND COMMENT AND/OR ACCEPTANCE. UNLESS OTHERWISE AGREED UPON A THREE-WEEK REVIEW PERIOD SHOULD BE ASSUMED FOR PARKS REVIEW.
- k. PROOF OF PERMIT: The Permittee shall provide King County Parks with a digital copy of all required permit approvals and conditions prior to construction.
- REGIONAL TRAIL ACCESS:
 - 1. ACCESS ON COUNTY TRAILS: Access along or across King County Trails requires prior authorization from King County Parks. Additional requirements are as follows:
 - a. Construction vehicles shall come to a complete stop before crossing King County Regional Trails. Certified flaggers shall be on site to manage trail traffic during activities that require mobilization of large-scale construction equipment, vehicle turning or backing-up on or near the trail, or where sight distances or other site conditions warrant.
 - b. No steel tracks are allowed.
 - c. Any damage caused by the Permittee shall be repaired at the Permittee's sole expense.
 - 2. OPERATIONAL REQUIREMENTS: The Applicant and its Contractor shall be responsible for the maintenance of access roads, crossings, and utility locates, drainage structures and systems during the time period of construction. The Applicant shall provide three 24-hour contacts to the Parks Engineer for resolution of after hour maintenance or emergency issues arising in the work zone. King County Parks will make an effort to contact the Applicant in the event of an emergency to allow the Applicant and its Contractor to respond and address the issues arising in the work zone. Parks reserves its right to recover any costs associated with Parks staff needed to respond due to the failure of the Applicant or its Contractor to respond in a timely manner.
- m. SURVEY REQUIREMENTS: The Permittee or its Contractor shall be responsible for establishing survey control and for setting and maintaining all survey markers necessary for construction of the permitted work. Survey work shall be performed by a Professional Land Surveyor licensed to perform such work in the State of Washington and shall conform to standard practices and principles of land surveying as set forth in the laws of the State of Washington.
- n. UTILITY LINE STAKING: The Permittee shall stake or otherwise mark the proposed location of the utility alignment prior to installation. Location to be reviewed at the preconstruction conference.
- o. STOCKPILE AND STAGING: Stockpile and staging areas shall not be located within sensitive areas or their buffers. Staging of materials and/or equipment is not permissible on King County Parks property except where authorized in a Parks accepted Work Area and Staging Plan.
- p. WORK AREA DELINEATION AND STAGING: All equipment, materials, bore pits, and work areas within King County Parks property shall be clearly delineated, secured, and blocked off from public access for the duration of the proposed work.
- q. UTILITY LOCATE: A one-call utility locate AND private utility locate is required before any excavation on KC Parks property. The request for a one-call locate shall be made a minimum of two business days before excavation. The Contractor shall record the one-call ticket number and shall make available to King County Park's staff upon request.
- TRAIL CLOSURE WITHOUT DETOUR: The Permittee and its Contractor shall submit a Trail Closure Plan and Communication Plan to King County Parks for review and approval. A minimum 30 calendar days advance notice is required prior to implementing a full trail closure. Written notice shall be provided to Parks Division Property Management.
- s. VEGETATION MAINTENANCE: All new plants within King County trail ROW shall be watered for three years after the first growing season. Any dead or dying plants after this time shall be replaced in kind and watered for an additional three years after re-planting. Should any regulatory agencies require a longer performance and monitoring period the more stringent requirement(s) shall apply. All jurisdictional regulations for mitigation requirements and standards within sensitive areas and their buffers will apply on King County property.
- t. TRAIL REPAIR: Any damages to King County's Regional Trail facilities shall be restored to like conditions or better and in accordance with King County's standard Trail Repair Detail. Trail repairs shall match elevation and slope of adjacent trail surface with no discernible rise or dip. All repairs shall include the full trail width and have a minimum length of 4-feet. Coordinate with King County for proposed trail repairs.

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- RESTORATION WARRANTY: Unless stated otherwise, a 1-year warranty is required for all restored areas to
 ensure work product is free from any defects in equipment, material, design, or workmanship performed by the
 Permittee and its Contractors. If defects are found, the Permittee shall make corrections at it sole expense.
- NOTICE PROVISIONS: All notice shall be delivered by phone at 206-477-9770 and by email at parksproperty@kingcounty.gov.
- w. TRAIL CLOSURE WITHOUT DETOUR COMMUNICATION: Please provide a brief project description a minimum of (30) days prior to commencement of work. Project description should include scope, location, impacts to the trail and dates, times, and durations of the impacts, and any other relevant information.
- x. NOTICE OF CONSTRUCTION ACTIVITY: The permittee shall provide to King County Parks oral and written notice a minimum of 72 hours prior to implementation of the work permitted in this SUP. A King County Parks Representative may elect to be on-site for the duration of the project work for construction inspection. See notice provisions.
- y. PRECONSTRUCTION CONFERENCE: A preconstruction conference is required and shall be held a minimum of two working days prior to the planned construction. Permittee shall verify that all required materials have been submitted and accepted by King County Parks. A minimum of seven (7) days notice is required to schedule the preconstruction conference.
 - a. PRECONSTRUCTION SUBMITTALS: The submittals listed below shall be provided to King County Parks for review and acceptance. Submittal materials shall be made available to the Parks Division with adequate time to review and accept them in advance of the preconstruction conference. Work shall not commence without the written acceptance from King County Parks. Submittal requirements are outlined in the Submittals section of this Permit.
 - i. Work Area and Staging Plan
 - ii. Traffic Control Plan or Detour Plan
 - iii. Temporary Erosion and Sedimentation Control (TESC) Plan
 - iv. Preconstruction Photos
 - v. Emergency contacts
 - b. UTILITY LOCATES
 - i. Request One-Call Utility Locates
 - ii. Request Private Utility Locates
 - c. SITE PREPARATION (see Work Area Requirement condition for details)
 - iii. Survey and stake property boundaries, easements, and encumbrances
 - iv. Secure work area per accepted Work Area and Staging Plan
 - v. Establish TESC measures per accepted TESC Plan
 - vi. Stake or otherwise mark proposed utility alignment
 - vii. Implement Traffic Control per accepted TCP
- z. FINAL INSPECTION: The Permittee shall coordinate, schedule, and attend a Final Inspection meeting with King County Parks at the proposed completion of the work authorized in this Permit. If the County determines that all work is complete and acceptable the County may authorize Final Acceptance. If the County determines that any remaining items need to be completed or repaired, the County will prepare a punch list defining those items and a schedule for completion. The Permittee shall complete all items identified within the identified schedule and shall provide documentation to the County of their completion. King County may, at its discretion, require further Final Inspection meetings to verify the satisfactory completion of identified punch list items before issuing Final Acceptance.
- za. WORK AREA AND STAGING PLAN: The Work Area and Staging plan shall consist of a vicinity map and/or site plan and shall identify the following:
 - a. Site access and construction entrances
 - b. Staging areas including contractor / personnel parking, materials, equipment, etc.
 - c. Maximum gross weight of construction equipment used.
 - d. Construction means and methods including layout for proposed methods (bore pits, trenches, utility pothole locations, etc.)
 - e. Methods for delineating and securing the work area
 - f. Advance warning signage
 - g. Construction work tasks and construction sequencing
- zb. TRAFFIC CONTROL OR DETOUR PLANS: The Permittee and its Contractor shall submit a Trail Closure or Detour Plan and Communication Plan to King County Parks for review and approval. Acceptance of a Final Traffic Control or Detour Plan and Communication Plan is required before work may begin. A minimum 30 calendar days advance notice is required prior to implementing a full trail closure.
- zc. TEMPORARY EROSION AND SEDIMENT CONTROL (TESC) PLAN: The Applicant or its Contractor shall prepare and submit a TESC Plan in accordance with applicable local, state, and federal requirements. King County may, require additional TESC measures at its sole discretion during review of the Plan or during construction.
- zd. PRECONSTRUCTION PHOTOS: The applicant shall photo document existing conditions on King County Parks property facilities within and adjacent to the work area and construction access. Documentation shall include features which may be damaged or impacted during construction including but not limited to pavement, fences, drainage features, vegetation, signage, and retaining walls. Photos should be submitted in digital form and shall include the date the photographs were taken.

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- ze. RECORD DRAWINGS: The Permittee and its Contractor shall keep one copy of the Special Use Permit on the job site and shall maintain a record set of the Plans accurately marked to indicate completed work that differs from the design information shown in the approved Permit plans. At the completion of construction record drawings shall be provided to King County Parks electronically in Portable Document Format (PDF) unless otherwise stated. Utility lines installed on King County Parks property shall also be provided as ArcMap GIS shapefiles. Provide contact information on the record drawing.
- zf. GEOTECHINCAL RECORDS: Records from any geotechnical data collected on King County Parks property shall be provided to King County Parks upon request.
- zg. POSTCONSTRUCTION PHOTOS: Following the completion of construction and restoration, the applicant shall photo document conditions on King County Parks property facilities within and adjacent to the work area and construction access. Documentation shall include site features documented in preconstruction photos and/or relevant site features present before construction or features which documents the finished work including but not limited to pavement, fences, drainage features, vegetation, signage, and retaining walls. Photos should be submitted in digital form and shall include the date the photographs were taken
- zh. POSTCONSTRUCTION SUBMITTALS: The following submittals shall be required a minimum of 30 calendar days following the completion of work on parkland or within the timeframe identified by King County. Submittal requirements are outlined in the Submittals section of this Permit.
 - a. Record Drawings
 - b. Approved Culvert Shop Drawings and Calculations
 - c. Record of Materials Approval
 - d. Compaction Tests
 - e. Post-construction photos

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16. INSURANCE:

1. Minimum Scope and Limits of Insurance - Minimum Scope and Limits of Insurance Coverage shall be at least as broad as:

General Liability:

Insurance Services Office form number CG 0001 (Ed. 11-88) covering COMMERCIAL GENERAL LIABILITY. The permittee shall maintain limits no less than \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.

AUTOMOBILE LIABILITY: Insurance Services Office form number (CA 00 01 Ed. 12-90 or its equivalent) covering BUSINESS AUTO COVERAGE, symbol 1 "any auto", or the combination of symbols 2, 8 and 9. Limits shall be no less than \$1,000,000. Combined Single Limit Bodily Injury and Property Damage.

WORKERS COMPENSATION: Workers Compensation coverage, as required by the Industrial Insurance Act of the State of Washington:

EMPLOYERS LIABILITY or "Stop-Gap": The protection by the Workers Compensation policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the "Stop-Gap" endorsement to the General Liability policy. Limits shall be no less than \$1,000,000.

- 2. <u>Deductibles and Self-Insured Retentions</u> The deductible and/or self-insured retention of the policies shall not limit or apply to the permittee's liability to the County and shall be the sole responsibility of the permittee.
- 3. Other Insurance Provisions The insurance policies required in this permit are to contain, or be endorsed to contain the following provisions
 - a. All Liability policies except Workers Compensation:
 - 1. The County, its officers, officials, employees and agents are to be covered as insured as respects liability arising out of activities performed by or on behalf of the permittee in connection with this permit.
 - 2. Insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by the County, its officers, officials, employees or agents should not contribute with the permittee's insurance or benefit the permittee in any way.
 - 3. The permittee's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

b. All Policies

Coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits prior to the expiration date of this special use permit, unless forty-five (45) days prior notice, return receipt requested, has been given to the County.

- 4. <u>Acceptability of Insurers</u> Unless otherwise approved by the County, insurance is to be placed with insurers with a Bests' rating of no less than A: VIII, or, if not rated with Bests', with minimum surpluses the equivalent of Bests' surplus size VIII.
- Verification of Coverage The permittee shall furnish the King County Real Property Division with certificates of
 insurance and endorsements required by this permit. The County reserves the right to require complete, certified
 copies of all required insurance policies at any time.
- 6. <u>Municipal or State Agency Provision</u> If the Permittee is a Municipal Corporation or an agency of the State of Washington and is self-insured for any of the above insurance requirements, a certification of self-insurance shall be attached hereto and be incorporated by reference and shall constitute compliance with this section.

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7. <u>Insurance</u> - By the date of issuance of this permit, the permittee shall procure and maintain, for the duration of this permit, insurance or coverage against claims for injuries to persons or damages to property which may arise from and in connection with the rights and privileges granted by this permit and/or the performance of work hereunder by the permittee, his agents, representatives, employees and/or subcontractors.

By requiring such minimum insurance coverage, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this contract. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

Nothing contained within these insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded, which coverage will apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Agreement.

For All Coverage's: The cost of such insurance shall be paid by the permittee. Each insurance policy shall be written on an "Occurrence Form."

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Certificate Of Completion

Envelope Id: 4916A85A18C34D79AD3CDBCF67E1D6AB

Subject: Complete with DocuSign: SVWID Fish Culvert Project 1.10.2024 FINALFOR SIGNATURE_ExhibitsABC_WID...

Source Envelope:

Document Pages: 28 Signatures: 2 Envelope Originator: Certificate Pages: 5 Initials: 0 Sujata Goel

AutoNav: Enabled

Envelopeld Stamping: Enabled

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401 5TH AVE

Status: Completed

SEATTLE, WA 98104 sujata.goel@kingcounty.gov

IP Address: 24.19.187.84

Record Tracking

Status: Original Holder: Sujata Goel Location: DocuSign

sujata.goel@kingcounty.gov 2/12/2024 2:01:57 PM Security Appliance Status: Connected Pool: FedRamp

Pool: King County-Dept of Natural Resources & Storage Appliance Status: Connected

Parks-Parks

Location: DocuSign

Signer Events

Verna P. Bromley verna.bromley@kingcounty.gov

Security Level: Email, Account Authentication

(None)

Signature

Verna P. Bromley A79C283F90AF404.

Signature Adoption: Pre-selected Style Using IP Address: 67.170.45.191

Timestamp

Sent: 2/12/2024 2:25:27 PM Viewed: 2/12/2024 2:50:23 PM Signed: 2/12/2024 2:50:40 PM

Electronic Record and Signature Disclosure:

Accepted: 2/12/2024 2:50:23 PM

ID: c726ce21-593b-4f0e-9ade-2a2e5eb63b29

John Taylor

john-dir.taylor@kingcounty.gov

Director

King County Dept of Local Services

Security Level: Email, Account Authentication

(None)

John Taylor F7B54FB3C34646A

Signature Adoption: Pre-selected Style Using IP Address: 174.202.7.41

Signed using mobile

Sent: 2/12/2024 2:50:42 PM Viewed: 2/12/2024 4:03:23 PM Signed: 2/12/2024 4:03:31 PM

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Accepted: 2/12/2024 4:03:23 PM

In Person Signer Events

ID: 53e424df-04b5-4b7e-8efc-268b973fdc55

Signature Timestamp

Editor Delivery Events Status Timestamp

Agent Delivery Events Status Timestamp

Intermediary Delivery Events Status Timestamp

Certified Delivery Events Status Timestamp

Carbon Copy Events Status Timestamp

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Lester Kinlow

lester.kinlow@kingcounty.gov

Security Level: Email, Account Authentication

(None)

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Not Offered via DocuSign

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Carbon Copy Events

Status

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Warren Jimenez **COPIED**

wjimenez@kingcounty.gov

Division Director, Parks

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Accepted: 12/16/2020 11:32:05 AM

ID: e1b2fdbc-66a3-41ef-9a99-bebbac2271d5

Jon Polka

jon.polka@kingcounty.gov

Capital Project Manager IV - CIP

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Accepted: 12/16/2022 4:33:42 PM

ID: bc3b7ac6-e543-4445-9af7-f9cbf9d335a7

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Sent: 2/12/2024 4:03:35 PM

Witness Events	Signature	Timestamp				
Notary Events	Signature	Timestamp				
Envelope Summary Events	Status	Timestamps				
Envelope Sent	Hashed/Encrypted	2/12/2024 2:25:27 PM				
Certified Delivered	Security Checked	2/12/2024 4:03:23 PM				
Signing Complete	Security Checked	2/12/2024 4:03:31 PM				
Completed	Security Checked	2/12/2024 4:03:35 PM				
Payment Events	Status	Timestamps				
Electronic Record and Signature Disclosure						

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact King County-Department of 16:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: cipriano.dacanay@kingcounty.gov

To advise King County-Department of 16 of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at cipriano.dacanay@kingcounty.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from King County-Department of 16

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to cipriano.dacanay@kingcounty.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with King County-Department of 16

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to cipriano.dacanay@kingcounty.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify King County-Department of 16 as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by King County-Department of 16 during the course of your relationship with King County-Department of 16.