EXHIBIT D.

INTERAGENCY AGREEMENT
between
King County Department of Natural Resources and Parks, Parks and Recreation Division
and
City of Sammamish

THIS AGREEMENT, made and entered into as of the date last set forth below by and between King County, a home rule charter county, through the Parks and Recreation Division of its Department of Natural Resources and Parks, (hereinafter "Division") and the City of Sammamish, Washington, a non-charter code city and municipal corporation organized pursuant to RCW Title 35A (hereinafter "City"), for contribution of funds towards the improvement of two parcels totaling 27.14 acres of land permanently dedicated for park, open space, and passive recreation purposes. Together the City and the County are sometimes referred to herein as "the Parties."

RECITALS

A. King County is a home rule charter county that, among other things, provides regional and rural parks, recreation, and sports facilities for public use.

B. RCW 36.68.090 authorizes the King County to build, construct, care for, control, supervise, improve, operate and maintain parks, swimming pools, and other recreational facilities.

C. RCW 36.89.050 authorizes the King County to participate with other local governments in the financing, acquisition, construction, development, improvement, use, maintenance and operation of open space, park, recreation and community facilities.

D. Under King County Code section 2.16.045.E.1 the duties of the Parks and Recreation Division include facilitating agreements for recreation services with other jurisdictions and entities, and King County Ordinance 14509 Section 1.A.5 contemplates that whenever possible, the County should ensure operation and maintenance of new facilities by entities other than the County.

E. King County's Roads Services within its Department of Transportation owns the following parcels: 162506-9071 and 162506-9070 (the "Road Drainage Parcels"); and 212506-9043 and 212506-9042 (the "Park Access Parcels"), collectively referred to herein as "the Property."

F. The City of Sammamish is a non-charter code city and municipal corporation organized pursuant to RCW Title 35A, with all of the applicable rights, powers, privileges, duties and obligations of a non-charter code city as established by law.

G. The City of Sammamish desires to acquire the Road Drainage Parcels and Park Access Parcels to support City road maintenance improvements along Sahalee Way NE, and to provide passive recreational and public access amenities to the City's Evans Creek Preserve park property.

H. In consideration of the improvements to be made to the Park Access Parcels and of the perpetual covenants and restrictions dedicating the Park Access Parcels to park and recreation purposes, which covenants are set forth in that certain bargain and sale deed attached as Exhibit B-2 to the Real Estate Purchase and Sale Agreement for the Property, and subject to the terms and conditions set forth in this Agreement, the Division will contribute $100,000 towards improvements to the Park Access Parcels, which improvements the City shall operate and maintain for benefit of the public, including citizens of King County.

NOW, THEREFORE, in consideration of the promises and commitments made herein, King County and the City of Sammamish agree as follows:

AGREEMENT

1. PARTIES. The parties to this Agreement are the Division and the City. There are no other parties and no third party beneficiaries. This Agreement creates no legal right, obligation, or cause of action in any person or entity not a party to it. The Parties' representatives are identified below. All communication, notices, coordination, and other aspects of this Agreement shall be managed by the Parties' representatives. Either Party may change or substitute its representative at any time during the term of this Agreement by providing written notice to the other Party.

The Division's representative is:

Monica Leers, Section Manager
King County, Parks and Recreation Division
201 South Jackson Street, Suite 700
Mailstop: KSC-NR-0700
Seattle, WA 98104-3855
Email: monica.leers@kingcounty.gov
Phone: (206) 263-7243

The City's representative is:

Laura Philpot, Director
City of Sammamish, Public Works
801 228th Avenue SE
Sammamish, WA 98075
Email: lphilpot@ci.sammamish.wa.us
(425) 295-0570

2. TERM. Except as it may be later modified or amended in writing, or unless it is terminated as provided herein, the term of this Agreement shall commence on the date it is fully executed, and end on December 31, 2015 (the "Term").

3. CONTRIBUTION. The Division shall provide the City an amount not to exceed One Hundred Thousand Dollars ($100,000) during the Term of this Agreement, which funds the Division shall disburse to the City exclusively to reimburse the City for expenses related to the design and construction of improvements to the Park Access Parcels, which improvements include but are not limited to: Approximately 5,161 linear feet of recreational trail design and construction; trailhead design and construction (e.g., restroom, interpretive signage, user amenities such as picnic table, benches and garbage receptacles); viewing/observation deck design and construction; mitigation or landscaping related to permit requirements; and other site rehabilitation or related improvements (collectively, the "Improvements"). The City shall use the Division funds for reimbursement of its costs related to these Improvements, and no other. Nothing in this Agreement obligates, or shall be deemed to obligate, the Division to provide any additional funding beyond the amount specified in this Section 3.

4. TIMING OF PAYMENT. The Division shall reimburse the City for Improvement-related expenditures, up to the amount specified in Section 3. The City shall invoice the Division in writing. The City's invoice shall include copies of receipts, ledger entries, warrant receipts, or other documentation sufficient to support the City's claim for reimbursement. Unless the Division disputes the City's invoice, then the Division shall pay such invoice within thirty (30) days of receipt.

5. DISPUTE RESOLUTION. In the event any dispute regarding this Agreement cannot be resolved by informal methods, then prior to commencing litigation or taking any administrative action, the aggrieved Party shall notify the other in writing of the particulars of the grievance, and the other Party shall reply in writing within ten (10) working days, setting forth its position and stating what, if any, action it will take with respect to the grievance. The aggrieved Party shall respond in writing, indicating its satisfaction or dissatisfaction, as the case may be; in the event the aggrieved Party is dissatisfied, the Parties shall then meet in person and confer in good faith to resolve their differences before litigation is commenced.

6. ANTI-DISCRIMINATION. 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, age, race, color, creed, national origin, sexual orientation, marital status or the presence of any sensory, mental, or physical handicap, unless based

upon a bona fide occupational qualification. 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. Further, 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 Section 6 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 this Agreement by the Division.

7. COMPLIANCE WITH ALL LAWS AND REGULATIONS. The City will comply with all applicable laws, ordinances and regulations from any and all authorities having jurisdiction over it, the activities contemplated in this Agreement. The City specifically agrees to comply and pay all costs associated with achieving such compliance without any notice or requirements from the Division; and the City further agrees that the Division does not waive this Section 7by giving notice of demand for compliance in any instance.

8. INSURANCE.

A. The City shall obtain, and shall maintain for the duration of this Agreement, insurance meeting the Insurance Requirements (Attachment A) against all claims which may arise from, or in connection with, the performance or non-performance of work hereunder by the City, its agents, representatives, employees, and/or contractors/consultants of all tiers. The costs of such insurance shall be paid by the City or contractor/consultants. The City may furnish separate certificates of insurance and policy endorsements for each subcontractor as evidence of compliance with the insurance requirements of this Agreement.

B. The City is responsible for ensuring compliance with all of the insurance requirements stated in this Section 8. If the City is self-insured, or insured through a risk-pooling arrangement or similar mechanism, then the City shall provide the Division with written proof of such insurance, sufficient to demonstrate that such insurance is equivalent to the commercial insurance requirements set forth in Attachment A.

C. Failure by the City, its agents, employees, officers, contractors and/or subcontractors of all tiers to comply with the insurance requirements stated in this Section 8 shall constitute a material breach of this Agreement. The City's obligation to procure and maintain insurance for benefit of the Division under this Section 8 shall survive the

expiration or earlier termination of this Agreement. Failure to obtain or maintain such insurance shall constitute a material breach of this Agreement.

9. NO EMPLOYMENT RELATIONSHIP. In executing this Agreement, the City is an independent Contractor, and neither it nor its officers, agents, employees, or subcontractors are employees of the Division for any purpose. The City 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 Division employee under state or local law. The Division assumes no responsibility for the payment of any compensation, wages, benefits, or taxes by, or on behalf of the City, its employees, subcontractors and/or others by reason of this Agreement. The City shall protect, indemnify, and save harmless the Division, its officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the City of Sammamish's failure to pay any such compensation, wages, benefits, or taxes, and/or (2) the supplying to the City of work, services, materials, or supplies in connection with or support of the performance of this Agreement.

10. AUDIT EXCEPTION. The City further agrees that it is financially responsible for and will repay the Division all indicated amounts following an audit exception which occurs due to the negligence, intentional act, and/or failure to comply with the terms of this Agreement by the City, its officers, employees, agents, representatives, or subcontractors. This duty to repay the Division shall survive the expiration or prior termination of the Agreement.

11. INDEMNIFICATION AND HOLD HARMLESS; RELEASE AND WAIVER. The City expressly agrees to protect, defend, indemnify and hold harmless King County, its elected and appointed officials, officers, employees, and agents from and against liability for any claims (including all demands, suits, and judgments) caused by, arising out of, or incident to the scope of activities under this Agreement. The City's obligations under this Section 11 shall include, but not be limited to:

   A. The duty to promptly accept tender of defense and provide defense to King County at the City's own expense.
   B. Indemnification of claims, including those made by the City's own employees and/or agents for this purpose.
   C. In the event the King County incurs a judgment, award and/or cost against the City, including attorney's fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the City.
   D. The City shall protect, defend, indemnify, and hold harmless King County, its officers, employees and agents from any and all costs, claims, judgments, and/or awards of

damages arising out of, or in any way resulting from the performance or non-performance of the obligations under this Agreement by the City's subcontractor, its officers, employees, and/or agents in connection with or in support of this Contract.

A hold harmless provision to protect King County similar to this Section 11 shall be included in all contracts or subcontracts entered into by the City in conjunction with this agreement. The City's duties and obligations under this Section 11 shall survive the expiration or earlier termination of this Agreement.

12. ENTIRE AGREEMENT; AMENDMENTS. This Agreement and any and all exhibits expressly incorporated herein by reference and attached hereto shall constitute the whole agreement between the Division and the City. It replaces all other negotiations and agreements. There are no terms, obligations, allowances, covenants, or conditions other than those contained herein. Provided, that the Parties may amend this Agreement or its exhibits in writing upon negotiation of mutually acceptable terms for such amendment. Any such amendment shall be attached to this Agreement and executed by the Parties.

13. WAIVER. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval by the Division, which shall be attached to the original Agreement.

14. ATTACHMENTS.
    A. Insurance Requirements

15. ADDITIONAL TERMS. The Division reserves the right to set additional terms as unforeseen conditions may warrant. The Division must submit to the City a written addendum to this contract of the additional terms for the City to approve in writing, which approval shall not be unreasonably withheld, conditioned, or delayed.

16. PERFORMANCE REVIEW AND RIGHT TO INSPECT RECORDS.

    A. The Division at its discretion reserves the right to review and approve the performance of the City with regard to this Agreement. If the Division does not approve of the City's performance, then the Division will give the City written notification of unacceptable performance. The City then agrees to take corrective action within a reasonable period of time, as defined by the Division in the aforementioned written notification.

    B. The City shall keep accurate books and accounts in order to document disbursements related to the Improvements. The City shall maintain its books, records and accounts

for a period of not less than six (6) years following the expiration or earlier termination of this Agreement. Such books and records shall be open and available for inspection by the Division upon the official request of the Director of the Division during regular working hours from Monday through Friday during the Term of this Agreement, and during the six (6) years following the expiration or earlier termination of this Agreement. The Division covenants and warrants that it will keep any information acquired from the examination of such books and records confidential and that it will not disclose any such information directly or indirectly or use such information for any purpose during the Term of the Agreement or any time thereafter; EXCEPT with respect to the disclosure of information concerning the amount of the Improvement funding provided to City under this Agreement, and EXCEPT with respect to the disclosure of information which is required by the laws of the State of Washington. The Parties' rights and obligations under this Section 16 shall survive the expiration or earlier termination of this Agreement.

17. POLICE POWERS. Nothing contained in this Agreement shall be considered to diminish the governmental or police powers of King County or the City of Sammamish.

18. IMPOSSIBILITY. 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 perform 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.

19. NO PARTNERSHIP. Nothing contained herein shall make, or be deemed to make, the Division and City a partner of one another, and this Agreement shall not be construed as creating a partnership or joint venture.

20. SINGULAR AND PLURAL. Wherever the context shall so require, the singular shall include the plural and plural shall include the singular.

21. 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.

22. GOVERNING LAW. This Agreement is made under and shall be governed by the laws of the State of Washington, without reference to its conflicts of law rules or choice of law provisions.

23. JURISDICTION AND VENUE. King County Superior Court shall have jurisdiction over any litigation arising under this Agreement, and the venue for any such litigation shall be the King County Superior Court in Seattle, Washington.

24. COUNTERPARTS. This Agreement may be executed in two counterparts, either one of which shall be regarded for all purposes as one original, but both of which together shall constitute one and the same instrument. For purposes of closing on the real estate transaction with which this Agreement is associated, the Parties' escrow agent may attach the Parties' separately executed original signature and acknowledgement pages to a single copy of this Agreement to establish a single execution copy for the closing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the last date set forth below.

King County, Parks and Recreation Division	City of Sammamish
By Monica Lewis	By [illegible]
TITLE Section Manager	TITLE City Manager
Date 9/11/2014	Date 10/8/2014

I2014-109

WA cities
Insurance Authority

P.O. Box 88030

Tukwila, WA 98138

Phone: 206-575-6046

Fax: 206-575-7426

16-Sep-14

Cert#: 9218

King County, Parks and Recreation Division
Attn: Monica Leers, Section Manager
201 South Jackston St., Ste. 700, M/S KSC-NR-0700
Seattle, WA 98104-3855

RE: City of Sammamish
Real Estate Purchase Agreement

Evidence of Coverage

The above captioned entity is a member of the Washington Cities Insurance Authority (WCIA), which is a self insured pool of over 150 public entities in the State of Washington.

WCIA has at least $1 million per occurrence limit of liability coverage in its self insured layer that may be applicable in the event an incident occurs that is deemed to be attributed to the negligence of the member.

WCIA was created by an interlocal agreement among public entities and liability is self funded by the membership. As there is no insurance policy involved and WCIA is not an insurance company, your organization cannot be named as an additional insured.

Sincerely,

Eric B. Larson
Deputy Director

cc: Lyman Howard
Laura Philpot, Public Works Director

cletter