



**Signature Report**

**December 12, 2006**

**Ordinance 15657**

**Proposed No.** 2006-0563.2

**Sponsors** Constantine

1                   AN ORDINANCE authorizing the executive to enter into  
2                   an interlocal agreement with the city of Seattle relating to  
3                   the South Park bridge and conditions necessary for the city  
4                   to designate the Unincorporated North Highline Area as a  
5                   potential annexation area.

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8                   **STATEMENT OF FINDINGS:**

9                   1. King County's Annexation Initiative encourages the expedited  
10                  annexation of all remaining urban unincorporated areas in order to achieve  
11                  both financial stability in the current expense fund, and the regional land  
12                  use vision set forth in the countywide planning policies.

13                  2. On April 5, 2004, the Seattle city council adopted Resolution 30666,  
14                  which among other things, requires the city of Seattle ("the city"), prior to  
15                  proceeding with designation of the Unincorporated North Highline Area  
16                  as a Potential Annexation Area ("PAA"), to enter into an interlocal  
17                  agreement with the county that would protect the city from assuming

18 financial responsibility for the existing South Park bridge and indicates  
19 that they would not consider the annexation of North Highline under any  
20 scenario in which Seattle would have financial responsibility for the  
21 existing South Park bridge or any of the work associated with its  
22 replacement or removal.

23 3. King County is willing to work with the city to reasonably address their  
24 concerns regarding the existing South Park bridge so that the city may  
25 consider designating all or a portion of the Unincorporated North Highline  
26 Area as a potential annexation area

27 4. King County is committed to replacing the existing South Park bridge  
28 within a reasonable timeframe, provided that sufficient funding is  
29 available through a regional dedicated transportation funding source,  
30 along with federal, state and local sources as long as the existing South  
31 Park bridge continues to be owned by King County and the city of  
32 Tukwila.

33 5. King County will remove the South Park bridge if funding is not  
34 secured and public safety is at risk as long as it remains in unincorporated  
35 King County and the city of Tukwila.

36 6. For King County is to be successful in securing the necessary funding  
37 for replacing the South Park bridge, the bridge must continue to be a part  
38 of the unincorporated King County road system as opposed to being part  
39 of a city.

40 7. If the city were to annex the South Park unincorporated area in advance  
41 of county replacement or removal of the existing bridge, the county could  
42 not use county road funds to contribute to the operation, maintenance,  
43 replacement or removal of the existing South Park bridge.

44 8. The policy choice by the city to time any further consideration of the  
45 annexation of the unincorporated South Park area to occur after  
46 replacement or removal of the South Park bridge by King County protects  
47 the city from taking on the financial responsibility for the cost of  
48 replacement or for the decision to close the bridge if it is no longer safe for  
49 traffic.

50 9. The city and King County have negotiated an interlocal agreement that  
51 provides the assurances from King County that the city has no mandatory  
52 financial responsibility towards the existing South Park bridge and its  
53 replacement or removal so long as the South Park bridge is located in  
54 unincorporated King County and, therefore, sets forth the conditions under  
55 which the city will consider designation of all or part the unincorporated  
56 North Highline area and all of the South Park unincorporated area.

57 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

58 SECTION 1. The county executive is hereby authorized to enter into an interlocal  
59 agreement, substantially in the form of Attachment A to this ordinance, with the city of  
60 Seattle to set forth: A. the terms under which King County will replace or remove the  
61 South Park bridge, and B. the conditions under which the city of Seattle will designate

62 Unincorporated North Highline as a Potential Annexation Area and will designate the  
63 Unincorporated South Park Area.

64 SECTION 2. King County will agree to move forward with the replacement of  
65 the South Park bridge if the county is able to secure sufficient funding for the project  
66 from a combination of: federal, state and regional funds such as the Regional  
67 Transportation Improvement District; local city contributions from adjacent cities; and  
68 the unincorporated road fund and such funds are available within a reasonable timeframe  
69 defined as no later than 2010.

70 SECTION 3. To execute the interlocal agreement, King County must have  
71 concurrence from the city of Seattle acknowledging the county's authority to determine  
72 whether the South Park bridge is safe for traffic and its authority to undertake the  
73 removal of the South Park bridge in advance of replacement if the Bridge is found unsafe.

74 SECTION 4. To execute the interlocal agreement, King County must have  
75 agreement from the city of Seattle that once the Interlocal Agreement is executed, the city  
76 will proceed with consideration of all or part of North Highline as a potential annexation  
77 area on a timely basis so the question of whether annexation to the city is a viable option  
78 for the unincorporated North Highline residents is resolved.

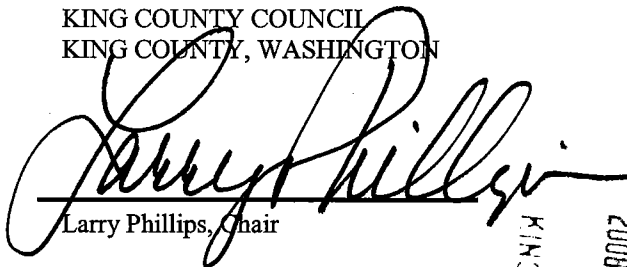
79 SECTION 5. To execute the interlocal agreement, King County must have  
80 agreement from the city of Seattle that they will proceed with consideration of all of  
81 South Park unincorporated area as a potential annexation area and the city of Seattle  
82 annexation of the area upon county replacement or removal of the South Park bridge so  
83 that the unincorporated area residents of South Park have clarification regarding the  
84 opportunity to annex to the city of Seattle.

85            SECTION 6. The county executive is directed to terminate the agreement if the if  
86 the Seattle city council fails to designate all or part of the Unincorporated North Highline  
87 Area as a Potential Annexation Area by June 1 , 2007, as part of the city's comprehensive  
88 plan amendment process.  
89

Ordinance 15657 was introduced on 11/13/2006 and passed by the Metropolitan King  
County Council on 12/11/2006, by the following vote:

Yes: 9 - Mr. Phillips, Mr. von Reichbauer, Ms. Lambert, Mr. Dunn, Mr.  
Ferguson, Mr. Gossett, Ms. Hague, Mr. Constantine and Ms. Patterson  
No: 0  
Excused: 0

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

  
Larry Phillips, Chair

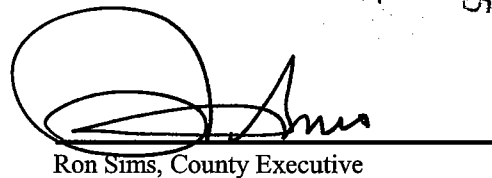
ATTEST:



Anne Noris, Clerk of the Council

RECEIVED  
2008 DEC 19 PM 12:25  
CLERK  
KING COUNTY COUNCIL

APPROVED this 19 day of December, 2006.

  
Ron Sims, County Executive

**Attachments**      A. Interlocal Agreement between The City of Seattle and King County, dated  
December 11, 2006

1  
2 **INTERLOCAL AGREEMENT**

3 **Between**

4 **THE CITY OF SEATTLE AND KING COUNTY**

5  
6 Relating to consideration of the South Park Bridge as a Condition  
7 Necessary for the Designation of the Unincorporated North Highline Area  
8 As a Potential Annexation Area by the City of Seattle  
9

10 **THIS AGREEMENT**, entered into under the authority of the Interlocal Cooperation Act,  
11 Chapter 39.34 RCW, between the City of Seattle, Washington, a municipal corporation of the State of  
12 Washington (“the City”) and King County, a home rule charter county, a political subdivision of the State  
13 of Washington (“the County”), regarding designation of the unincorporated area in North Highline (“the  
14 Unincorporated North Highline Area”). The City and the County are referred to collectively as “the  
15 Parties.”  
16

17 **RECITALS**

18  
19 WHEREAS, The City of Seattle is conducting studies regarding the feasibility of designating all  
20 or a portion of the Unincorporated North Highline Area as a Potential Annexation Area (“PAA”). *See*  
21 *Exhibit A*; and  
22

23 WHEREAS, On April 5, 2004, the Seattle City Council adopted Resolution 30666, which, among  
24 other things, requires the City, prior to proceeding with designation of the Unincorporated North Highline  
25 Area as a Potential Annexation Area (“PAA”), to execute an interlocal agreement that: 1) protects the  
26 City from assuming financial responsibility for the existing South Park Bridge and for any work needed  
27 for its replacement or removal; 2) indemnifies the City against all liability associated with the existing  
28 South Park Bridge; and 3) requires the County to assume overall financial responsibility for the  
29 replacement of the existing South Park Bridge within a reasonable timeframe. The Council Resolution  
30 also stated that the City of Seattle would not annex the Unincorporated North Highline Area in any  
31 scenario if it became responsible for the existing South Park Bridge; and  
32  
33

1           **WHEREAS**, King County has initiated the King County Annexation Initiative, which is  
2 designed to implement King County Countywide Planning Policies by encouraging the annexation of  
3 urbanized unincorporated areas to neighboring cities prior to 2012; and  
4

5           **WHEREAS**, The King County annexation initiative works to identify the steps necessary for  
6 each of the remaining urban unincorporated areas to move forward with annexation in a manner that best  
7 serves the long term interests of the unincorporated residents and that the course of action will likely be  
8 different for each urban unincorporated area given their inherent differences; and  
9

10           **WHEREAS**, King County considers the local governance choices and concerns of the  
11 Unincorporated North Highline Area as separate and distinct from those of the Unincorporated South  
12 Park Area and that resolution of issues interfering with annexation of one area should not adversely  
13 affect the other; and  
14

15           **WHEREAS**, King County supports the annexation of the Unincorporated South Park Area to the  
16 City of Seattle upon the replacement or removal of the existing South Park Bridge by King County; and  
17

18           **WHEREAS**, The City of Seattle will not consider designating and annexing the Unincorporated  
19 South Park Area until King County has replaced or removed the existing South Park Bridge given that  
20 state law dictates that county roads systems become the responsibility of the annexing city upon  
21 annexation; and  
22

23           **WHEREAS**, The existing South Park Bridge, owned by King County and the City of Tukwila, is  
24 partially located within the Unincorporated South Park Area and partially located within the City of  
25 Tukwila and is a critical connection to the region's industrial area and a vital transportation link for cars,  
26 trucks, buses, bicyclists, and pedestrians across the Duwamish River; and  
27

28           **WHEREAS**, King County is committed to replacing the existing South Park Bridge, provided  
29 that sufficient funding is available through a regional dedicated transportation funding source, along with  
30 federal, state, and local sources and the existing South Park Bridge continues to be owned by King  
31 County and the City of Tukwila; and  
32

33           **WHEREAS**, The City of Seattle has expressed concern that if it did designate all or a portion of  
34 the Unincorporated North Highline Area as a PAA and proceeded with an annexation process, that the

1 Washington State Boundary Review Board for King County ("BRB) could add the Unincorporated South  
2 Park Area to the City's annexation proposal without the City's consent; and

3  
4 **WHEREAS**, King County is willing to work with the City of Seattle to reasonably address their  
5 concerns regarding the existing South Park Bridge so that the City may consider designating all or a  
6 portion of the Unincorporated North Highline Area; and

7  
8 **WHEREAS**, The BRB was created to review and approve, disapprove, or modify actions by a  
9 city, town or special purpose district that includes the creation, incorporation or change in the boundary of  
10 any city, town or special purpose district; and

11  
12 **WHEREAS**, In a letter dated September 20, 2006, the Special Assistant Attorney General  
13 assigned to the BRB, stated that he did not believe that it would be appropriate for a boundary review  
14 board to expand a proposed annexation by adding noncontiguous territory and further stated that such an  
15 expansion would violate the provisions of Chapter 35.13 RCW and that such an expansion would be  
16 inconsistent with the BRB's own Rules of Practice and Procedure (*See Exhibit B*); and

17  
18 **WHEREAS**, Under the King County Countywide Planning Policies (LU-32), to which the City  
19 has agreed, a city may only annex territory within its designated PAA; and

20  
21 **WHEREAS**, The City of Seattle has not designated the Unincorporated South Park Area as a  
22 PAA and does not intend to consider designating the Unincorporated South Park Area as a PAA until  
23 King County replaces or removes the existing South Park Bridge; and

24  
25 **WHEREAS**, The City of Seattle has not designated all or part of the North Highline Area as a  
26 PAA and does not intend to until it has assurances regarding King County's commitment to replacing the  
27 existing South Park Bridge within a reasonable timeframe; and

28  
29 **WHEREAS**, The Parties wish to enter into this interlocal agreement pursuant to Chapter 39.34  
30 RCW.

31  
32 **NOW, THEREFORE**, pursuant to Chapter 39.34 RCW, the City and County hereby agree as  
33 follows:



I. PURPOSE

The purpose of this agreement is to respond to Condition A in Section 1 of the Seattle City Council Resolution 30666 relating to the South Park Bridge and to set forth milestones that, when accomplished by King County, will initiate the City of Seattle's consideration of potential annexation area designation and annexation of: the Unincorporated North Highline Area; and, subject to King County's replacement or removal of the existing South Park Bridge, of the Unincorporated South Park Area.

II. DEFINITIONS

1. *Boundary Review Board (BRB)*: The Washington State Boundary Review Board for King County.
2. *Dedicated Regional Transportation Funding Source (DRTFS)*: A revenue stream provided through King County or the Puget Sound region, which may be spent in cities and unincorporated areas, to support the construction of transportation facilities to maintain or improve the transportation network in King County. A DRTFS includes the Regional Transportation Investment District (RTID), but does not include the King County General Fund or the King County Unincorporated Levy Fund.
3. *King County Annexation Initiative*: A King County effort adopted by the King County Council via Motion 12018 on September 27, 2004, to promote annexation and incorporation of the remaining urban unincorporated areas of King County, consistent with the state Growth Management Act and King County Countywide Planning Policies enacted over a decade ago by cities and King County government.
4. *Operation*: The labor, equipment, materials necessary to keep both the roadway in service and the bascule lift portion of the existing South Park Bridge operable to raise and lower the existing South Park Bride for marine traffic, and includes the bridge tender salaries, utilities, supplies and repairs to the control tower.
5. *Potential Annexation Area (PAA)*: The unincorporated urban area contiguous or adjacent to a city, within which urban growth shall be encouraged and phased, and which is expected to annex to the city.

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6. *Routine Maintenance and Repair:* The scheduled minor cleaning, minor electrical/mechanical tasks, State of Washington Inventory of Bridge and Structures (SWIBS) inspections, emergency repairs, and other minor scheduled repairs.

7. *South Park Bridge:* The 14<sup>th</sup>/16<sup>th</sup> Avenue South Bridge that crosses the Duwamish River and is partially located in the Unincorporated South Park Area and partially located in the city of Tukwila and is the structure between the points where the roadway leaves grade. This includes the supporting piers, towers, foundations, mechanical and electrical systems, the pier protection system and associated sewer and drainage facilities.

8. *South Park Bridge Removal Project:* The decommission, demolition and physical removal of the existing South Park Bridge that includes, but is not limited to the roadway, supporting piers, towers, foundations, pier protection system roadway. This includes the preparation of plans and specifications, property acquisition, mitigation, including, but not limited to, appraisals and negotiations, demolition, demolition inspections and other miscellaneous administrative duties consistent with overseeing the demolition and removal of the existing bridge

8. *South Park Bridge Replacement Project:* The bridge replacement alternative identified as the “preferred alternative” in the Final South Park Bridge Environmental Impact Statement (EIS) conducted by King County for the replacement of the existing South Park Bridge. The project includes the preparation of plans and specifications, property acquisition, including, but not limited to, appraisal and negotiations, construction, construction inspection, mitigation, and other miscellaneous duties consistent with overseeing the design and construction of the replacement South Park Bridge and subsequent removal of the existing South Park Bridge once traffic is utilizing the replacement South Park Bridge.

9. *Unincorporated South Park Area:* The geographic area that is adjacent to the South Park Residential Urban Village and that is located along the Duwamish River to boundary line in the River between unincorporated King County and the City of Tukwila (*See Exhibit A*).

10. *Unincorporated North Highline Area:* The geographic area located between the cities of Seattle and Burien that includes, but is not limited to the White Center, Boulevard Park, Beverly Park, Salmon Creek, Shorewood, and Roxhill neighborhoods (*See Exhibit A*).

1  
2 **III. ROLES AND RESPONSIBILITIES**

3  
4 A. City Responsibilities

- 5  
6 1. The City will consider designation of the Unincorporated North Highline Area as a PAA after  
7 this Agreement has been approved by the respective legislative bodies and signed by both  
8 Parties.  
9  
10 2. The City will consider designation of the Unincorporated South Park Area as a PAA after the  
11 County has replaced or removed the existing South Park Bridge.  
12  
13 3. The City will assist the County in securing funding through federal, state, local and Dedicated  
14 Regional Transportation Funding Sources necessary to complete the South Park Bridge  
15 Replacement Project. The City's efforts include, but are not limited to those identified in  
16 Section III.C.2 of this Agreement.  
17  
18 4. The City will cooperate with the County in pre-construction efforts associated with the South  
19 Park Bridge Replacement Project.  
20  
21 5. If the City should annex any portion of the Unincorporated South Park Area prior to the  
22 replacement or removal of the existing South Park Bridge, the City will assume responsibility  
23 for all county roads and bridges, solely within the area that was annexed, except for any  
24 environmental responsibilities and liabilities that King County has or may have because of its  
25 prior ownership and actions regarding the county roads and bridges.  
26

27 B. County Responsibilities

- 28  
29 1. The County will retain financial responsibility for the operation and routine  
30 maintenance and repair, as defined in this Agreement, until the existing South Park  
31 Bridge is replaced or removed, so long as the existing South Park Bridge is partially  
32 located in the Unincorporated South Park Area and owned by King County and the City  
33 of Tukwila.  
34

1 2. The County agrees to assume financial responsibility for obtaining funding for the  
2 South Park Bridge Replacement Project for as long as the existing South Park Bridge is  
3 in operation and is partially located in the Unincorporated South Park Area and owned  
4 by King County and the City of Tukwila. The County's financial responsibility is  
5 dependent on the County obtaining sufficient federal, state and regional transportation  
6 funds to pay for the South Park Bridge Replacement Project as the County does not  
7 have the revenue capacity within its unincorporated road fund or general fund to  
8 proceed with the South Park Bridge Replacement Project.

9  
10 3. The County will commit to initiate construction of the replacement of the existing South  
11 Park Bridge by 2010, provided that:

12  
13 a. The County has secured sufficient funding to complete the South Park Bridge  
14 Replacement project from a Dedicated Regional Transportation Funding Source along  
15 with federal, state and local city and unincorporated King County funds; and

16  
17 b. The existing South Park Bridge is located in the Unincorporated South Park Area and  
18 the City of Tukwila.

19  
20 4. The County will be responsible for the South Park Bridge Removal Project as long as it  
21 is partially located in unincorporated King County and the City of Tukwila.

22  
23 5. The County will support, before all applicable planning bodies, the City's decision not  
24 to designate the Unincorporated South Park Area as a PAA, until the existing South  
25 Park Bridge has been replaced or removed.

26  
27 6. The County will not propose to the BRB, that any City Notice of Intention to annex all  
28 or a portion of the Unincorporated North Highline Area be modified to include any  
29 portion of the Unincorporated South Park Area, and will oppose any request by others,  
30 before the BRB, to modify any City Notice of Intention to annex all or a portion of the  
31 Unincorporated North Highline Area to include any portion of the Unincorporated  
32 South Park Area.

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34 C. Both Parties

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1. The Parties will work together to oppose any efforts by the BRB to modify any City Notice of Intention to annex all or a portion of the Unincorporated North Highline Area to include any portion of the Unincorporated South Park Area until after the existing South Park Bridge has been replaced or removed, per this Agreement.
  
2. The Parties will work together to secure the necessary funding from federal, state and local sources and a Dedicated Regional Transportation Funding Source to complete the South Park Bridge Replacement Project. These efforts include, but are not limited to:
  - a. Support for inclusion of the South Park Bridge Replacement Project as a priority in the 2007 Regional Transportation Improvement District (RTID) proposal.
  
  - b. Support for funding requests for the South Park Bridge Replacement Project in their respective state and federal legislative agendas in terms of specific line item requests or other funding mechanisms.
  
  - c. Work with their respective congressional delegation to secure funding for the South Park Bridge Replacement Project.
  
  - d. City support for county grant applications for funding of the South Park Bridge Replacement Project.
  
3. The Parties agree that if the funding necessary to complete the South Park Bridge Replacement Project is not secured by 2010 and or the existing South Park Bridge is deemed unsafe for public travel by the County, the County, as partial owner of the existing South Park Bridge may undertake the South Park Bridge Removal Project, subject to all applicable local, state or federal laws.
  
4. The Parties agree to start negotiations on a subsequent interlocal agreement, by February 1, 2007 that will address a City and County financial contribution toward the costs associated with the South Park Bridge Replacement Project.

1 5. The Parties agree to notify and include each other in any discussions or negotiations with the  
2 City of Tukwila regarding: a) shared ownership, operation and responsibility of the  
3 replacement South Park Bridge; and b) any adjustments to the jurisdictional boundaries  
4 between the cities of Seattle and Tukwila.  
5

6  
7 **IV. OTHER TERMS**  
8

9 A. Indemnification: The County shall indemnify and hold harmless the City and its elected officials,  
10 officers, agents or employees, or any of them from and against any and all claims, actions, suits,  
11 liability, loss, costs, expenses and damages of any nature whatsoever, which are caused by or  
12 result from (i) any action or omission of the County, its officers, agents and employees arising  
13 from the ownership, Operation and/or Routine Maintenance and Repairs of the existing South  
14 Park Bridge and in performing its obligations under this Agreement, and/or (ii) from any accident  
15 or occurrence, or occurrences or ownership that results or may result in environmental liability,  
16 related to the existing South Park Bridge occurring while the County remains an owner of the  
17 South Park Bridge. In the event that any suit based upon such a claim, action, loss or damage is  
18 brought against the City or the City and County, the County shall defend the same at its sole cost  
19 and expense and, if final judgment be rendered against the City and its elected officials, officers,  
20 agents and employees or jointly against the City and County and their respective elected officials,  
21 officers, agents and employees, the County shall satisfy the same.  
22

23 In executing this Agreement, the County does not assume liability or responsibility for or  
24 in any way release the City from any liability or responsibility, which arises in whole or in part  
25 from the existence or effect of City ordinances, rules or regulations. If any cause, claim, suit,  
26 action or administrative proceeding is commenced in which the enforceability and/or validity of  
27 any such City ordinance, rule or regulation is at issue, the City shall defend the same at its sole  
28 expense and if judgment is entered or damages are awarded against the City, the City shall satisfy  
29 the same, including all chargeable costs and attorney's fees.  
30

31 The City shall indemnify and hold harmless the County and its elected officials, officers,  
32 agents or employees, or any of them from and against any and all claims, actions, suits, liability,  
33 loss, costs, expenses and damages of any nature whatsoever, which are caused by or result from  
34 any negligent action or omission of the City, its officers, agents and employees arising from the

1 City's performance of its obligations under this Agreement In the event that any suit based upon  
2 such a claim, action, loss or damage is brought against the County or the City and the County, the  
3 City shall defend the same at its sole cost and expense and, if final judgment be rendered against  
4 the County and its elected officials, officers, agents and employees or jointly against the City and  
5 the County and their respective elected officials, officers, agents and employees, the City shall  
6 satisfy the same.

7  
8 Each Party to this Agreement shall immediately notify the other of any and all claims,  
9 actions, losses or damages that arise or are brought against that Party relating to or pertaining to  
10 the existing South Park Bridge.

11  
12 Each party agrees that its obligations under this paragraph extend to any claim, demand,  
13 and/or cause of action brought by or on behalf of any employees, or agents. For this purpose, each  
14 party, by mutual negotiation, hereby waives, with respect to the other party only, any immunity  
15 that would otherwise be available against such claims under the Industrial Insurance provisions of  
16 Title 51 RCW, but only to the extent necessary to indemnify the other party.

17  
18 In the event that a court of competent jurisdiction finds that the City and the County were  
19 concurrently negligent, then each party's liability shall only be to the extent of each party's  
20 negligence. As permitted under Washington law, the County and City shall indemnify, defend,  
21 and hold the other harmless to the full extent of the indemnitor's negligence arising from the  
22 performance of this Agreement.

23  
24 B. Dispute Resolution. Should a dispute arise between the Parties out of or related to the  
25 Agreement, such dispute shall be progressively resolved in the following manner:

- 26  
27 1. The Parties will use their best efforts to amicably resolve disputes and issues arising out  
28 of or related to this Agreement. The Parties will communicate regularly to resolve any  
29 issues or disputes related to the successful performance of this Agreement.  
30  
31 2. The City and County will notify the other in writing of any problem or dispute that the  
32 respective Party believes should be resolved. If the dispute continues and is not remedied  
33 within thirty (30) days after written notice specifying the problem or dispute, the Director  
34 of the City's Department of Finance or his/her designee and the Director of the County's

1 Office of Management and Budget or his/her designee (“Parties’ Authorized  
2 Representatives”) shall meet within seven (7) business days of receiving written notice  
3 requesting a meeting and shall engage in good faith negotiations in an attempt to resolve  
4 the dispute.

5  
6 3. In the event the Parties’ Authorized Representatives cannot resolve a dispute, the Mayor  
7 of the City of Seattle or his/her designee and the King County Executive or his/her  
8 designee shall meet within seven (7) business days of receiving notice of a request for a  
9 meeting and shall engage in good faith negotiations to resolve the dispute.

10  
11 4. The Parties agree that they shall have no right to seek any other relief until and unless  
12 each of these procedural steps is exhausted.

13  
14 5. Except as provided in this Section, nothing herein shall limit, waive or extinguish any  
15 right or remedy provided by this Agreement or law that the Parties may have in the event  
16 that any of the obligations, terms and conditions set forth in this Agreement are breached  
17 by the other Party.

18  
19 C. Amendments. This Agreement sets forth the entire agreement of the Parties to this Agreement  
20 with respect to the subject matter hereof. No amendment, modification or other changes to this  
21 Agreement shall be of any force or effect unless set forth in writing and signed by an each Party  
22 after authorization by the respective legislative bodies.

23  
24 D. Severability. In the event that any provision of this Agreement is declared invalid or illegal such  
25 declaration shall in no way effect or invalidate any other provision hereof, and such other  
26 provisions shall remain in full force and effect if such remaining provisions would then continue  
27 to serve the purposes and objectives of the Parties.

28  
29 E. Notice. All notices provided for in this Agreement may be telecopied/faxed, sent by recognized  
30 overnight courier, personally delivered, or mailed by first class U.S. Mail, postage prepaid, to  
31 the individuals at the following addresses:

32  
33 **City of Seattle**  
34 ATTN: Director, Department of Finance  
35 600 4<sup>th</sup> Avenue

**King County**  
ATTN: Director, Office of Management & Budget  
701 Fifth Avenue, Suite 3210



Post Office Box 94745  
Seattle, WA 98124-4745

Seattle, WA 98104-2312

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- 4 F. Waivers. No waiver of any breach of any covenant or provision in this Agreement shall be  
5 deemed a waiver of any preceding or succeeding breach thereof or of any other covenant or  
6 provision in this Agreement. No extension of time for performance of any obligation or act  
7 shall be deemed an extension of the time for performance of any other obligation or act.  
8
- 9 G. Governing Law. This Agreement shall be interpreted, construed and enforced in accordance with  
10 the laws of the State of Washington  
11
- 12 H. Effective Date of Agreement. This Agreement is effective when it is signed by both Parties, after  
13 authorization by each Party's respective governing body.  
14
- 15 I. Termination. This Agreement is terminated if the City Council of the City of Seattle fails, by  
16 June 1, 2007, to designate as a Potential Annexation Area, as part of the City's Comprehensive  
17 Plan Amendment Process, all of the Unincorporated North Highline Area or a significant portion  
18 of the Unincorporated North Highline Area that is mutually agreeable to both parties.  
19
- 20 J. Recording. Pursuant to RCW 39.34.040, upon the execution of this Agreement the County will  
21 cause this Agreement to be recorded with the King County Auditor's Office.  
22
- 23 K. Counterparts. This Agreement may be signed in counterparts, and if so signed, shall be deemed  
24 one integrated agreement.  
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30 CITY OF SEATTLE

KING COUNTY

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34 \_\_\_\_\_  
Mayor of Seattle

\_\_\_\_\_

King County Executive

1 Date \_\_\_\_\_

Date: \_\_\_\_\_

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6 **APPROVED AS TO FORM:**

**APPROVED AS TO FORM:**

7

8 \_\_\_\_\_

\_\_\_\_\_

9 City Attorney

Senior Deputy Prosecuting Attorney

10

11 Date: \_\_\_\_\_

Date: \_\_\_\_\_

12