



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

December 13, 2006

Ordinance 15663

Proposed No. 2006-0557.3

Sponsors Constantine

1 AN ORDINANCE authorizing the executive to enter into
2 interlocal agreement with the city of Renton relating to the
3 annexation of a majority of the East Renton Plateau
4 potential annexation area and transferring certain local
5 parks and surface water facilities and property interests to
6 the city.

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STATEMENT OF FACTS:

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

14

2. In November 2005, residents in the city's East Renton Plateau potential
15 annexation area (PAA) filed a petition with the city of Renton ("the city")
16 requesting that the city place the question of annexation of an area
17 comprising the Northern and Eastern portions of the PAA on the ballot.

- 18 3. The city filed a petition with the King County boundary review board
19 ("BRB") in March 2006, seeking approval for this proposed annexation
20 boundary as submitted by the residents, which area includes some one
21 thousand four hundred seventy-five acres and a population of over four
22 thousand seven hundred persons, generally referred to as the "Preserve
23 Our Plateau Annexation."
- 24 4. After conducting a public hearing on the matter, the BRB issued its
25 approval of the Preserve Our Plateau Annexation proposed boundaries in
26 August 2006.
- 27 5. The city intends to place the annexation matter on the ballot at the
28 special election to be held February 6, 2007, and if approved by the voters,
29 annex the area in question effective March 1, 2007.
- 30 6. The city further intends to seek annexation of the remaining area of the
31 East Renton Plateau PAA in the near term.
- 32 7. To facilitate the transition of local government services delivery in the
33 Preserve Our Plateau Area and complete the transfer of local county parks
34 and local surface water management facilities located within the expanded
35 city limits to the city, the city and county wish to enter into an interlocal
36 agreement which addresses transfer of public records, transfer of
37 ownership of surface water management facilities and parks properties
38 among other matters.
- 39 8. Consistent with council Motion 12018, the agreement proposes the
40 transfer of Annexation Incentive reserve funds in the amount of

41 \$1,000,000, comprised of \$100,000 from the general fund annexation
42 incentive reserve and \$900,000 from the real estate excise tax II
43 annexation incentive reserve, to the city because the Preserve Our Plateau
44 Area annexation involves a major portion of one of the ten largest
45 remaining annexation areas in King County.

46 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

47 SECTION 1. The county executive is hereby authorized to enter into an interlocal
48 agreement, substantially in the form of Attachment A to this ordinance, with the city of
49 Renton to provide for the transition of governmental services and property in the event of
50 annexation, including but not limited to the transfer of \$1,000,000 annexation incentive
51 funding comprised of \$100,000 of general fund annexation incentive reserves and
52 \$900,000 of real estate excise tax II annexation incentive reserves, and to transfer the
53 surface water drainage facilities and park properties as referenced therein. The executive
54 is further authorized to enter into an interlocal agreement or agreements with Renton for
55 the transfer of park properties substantially in the form of the Form of Parks and Open

56 Space Transfer Agreement that is included as Exhibit C to Attachment A to this
57 ordinance.
58

Ordinance 15663 was introduced on 11/6/2006 and passed as amended 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
2006 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 Renton and King County, Relating to the Annexation of the East Renton Potential Annexation Area, dated December 11, 2006

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF RENTON AND KING
COUNTY, RELATING TO THE ANNEXATION OF THE EAST RENTON
POTENTIAL ANNEXATION AREA**

THIS AGREEMENT is made and entered into this ___ day of _____, 2006. The parties ("Parties") to this Agreement are the City of Renton, a State of Washington municipal corporation ("City") and King County, a political subdivision of the State of Washington ("County").

WHEREAS, on an election date on or before February 13, 2007, the citizens of the City's Potential Annexation Area generally described in **Exhibit A** hereto (hereinafter the "Annexation Area") will have an opportunity to vote on whether to annex to the City; and

WHEREAS, if approved by the voters, annexation of the Annexation Area to the City will become effective on or before March 1, 2007 pursuant to City ordinance; and

WHEREAS, as of the date of legal annexation of the Annexation Area, pursuant to state law, the City will own, and have the responsibility for the operation, safety and maintenance of all former County roads, bridges and rights-of-way located within the City limits together with all appurtenances located within such rights-of-way, including but not limited to, drainage facilities, stormwater facilities, environmental mitigation sites and monitoring projects, street lights, traffic signals, traffic signs, pavement markings and channelization; and

WHEREAS, the City and the County desire to facilitate an orderly transition of services associated with the Annexation Area; and

WHEREAS, the City and the County desire to mutually determine the appropriate timing for the transfer of public records; and

WHEREAS, upon annexation of the Annexation Area, the County shall make available to the City a payment of funds from its Annexation Incentive Funds to assist with the cost of transitioning services and in consideration of the City relieving the County of the burden of providing public services to the areas to be annexed; and

WHEREAS, the City and the County want to ensure a smooth transfer of ownership and maintenance of existing park facilities and properties in the Annexation Area as well as certain greenbelt, trail and walkway properties; and

WHEREAS, the City and the County want to ensure a smooth transfer of ownership and maintenance of existing surface water facilities and other property interests in the Annexation Area; and

WHEREAS, all governmental land use authority and jurisdiction with respect to the Annexed Area transfer from the County to the City upon the date of annexation; and

WHEREAS, the governing bodies of each of the parties hereto have determined to enter into this Agreement as authorized and provided for by the Interlocal Cooperation Act, codified at Chapter 39.34 RCW, and other Washington law, as amended;

NOW THEREFORE, in consideration of the mutual terms, provisions and obligations contained herein, it is agreed by and between the City and the County as follows:

1. TERM. This Agreement shall be deemed to take effect following the approval of the Agreement by the official action of the governing bodies of each of the Parties and the signing of the Agreement by the duly authorized representative of each of the Parties, and shall continue in force for a period of five (5) years from the effective date of annexation of the Annexation Area; provided, however, that in the event the Annexation Area is not annexed by March 1, 2008, this Agreement shall terminate as of March 31, 2008..
2. ANNEXATION. The City shall take action to ensure placement on the ballot at a regular or special election date on or before February 13, 2007 for the registered voters of the Annexation Area to vote on whether to annex to the City. If approved by the voters, the City shall take action by ordinance to ensure that the annexation of the Annexation Area will be effective on or before March 1, 2007. The term "Annexation Area" means the territory generally described in **Exhibit A**. Provided, however, that in the event the City is unable despite its best efforts to meet the March 1, 2007 annexation effective date following a successful election, the City shall take such steps as necessary to ensure the annexation becomes effective on the first day of the calendar month as soon thereafter as possible.
3. RECORDS TRANSFER. Upon approval of the annexation by voters and acceptance thereof by the City, the County shall work with the City to transfer to the City public records including but not limited to record drawings or construction drawings that are requested by the City. The City shall send a written request for records to the director of the County division holding such records. Alternately, the City may request in writing that such director schedule a records transfer meeting at which a City representatives shall meet with County department representatives in order to review and identify records to be copied and/or transferred consistent with the terms of this Section 3. The request shall provide sufficient detail to allow the County to identify and locate the requested records. The County shall make its best effort to provide the documents within forty-five (45) days of the request. The County may elect to provide original records or copies of records. The County shall not be required to provide records that are not reasonably available or to create records or compilations that have not already been created. Notwithstanding anything in this section to the contrary, sheriff records transfers will be subject to the provisions of Section 10 and Exhibit H.
4. DEVELOPMENT PERMIT PROCESSING. Upon the effective date of the annexation of Annexation Area, the City shall assume all responsibility for development permit processing, including the completion of processing of all permits previously filed with the County. For all applications upon which the County has

initiated review and that are subsequently transferred to the City pursuant to this Section 4, the County will retain the base permit fee and a percentage of fees equivalent to the percentage of permit processing and administration performed by the County on the application. Any remaining application fee amounts received by the County prior to transfer of responsibility pursuant to this Section 4 shall be promptly forwarded to the City.

5. ANNEXATION FUND PAYMENT. In order to partially offset the City's cost of transitioning and providing services to the Annexation Area, and in consideration of the City relieving the County of the burden of providing local public services in the Annexation Area and pursuing annexation of the City's other PAA areas of West Hill, the Cascade Remainder of the Fairwood PAA, and (if the matter of incorporation is either not submitted to the voters or fails at the ballot) the entire Fairwood PAA, the County will provide the City with a payment from the annexation initiative incentive reserve funds. Unless reduced pursuant to subsection 5(a) of this Agreement, this payment shall total \$1,000,000. The payment shall be composed of \$100,000 in Current Expense Funds, and \$900,000 from the Real Estate Excise Tax (REET), Number 2 Fund.

- a. In the event the annexation is approved at the initial election but the City is unable despite its best efforts to make the annexation effective by March 1, 2007, then the payment to the City shall be reduced by \$50,000 in REET funds for every calendar month until such time as the annexation is effective from and after March 2007 through December 2007. .
- b. In the event the annexation is not approved at the initial vote in February 2007, then no annexation incentive funds will be payable to the City with respect to annexation of the Annexation Area.
- c. The City shall expend the REET dollars consistent with the limitations placed on the use of this fund under King County Code Section 4.32.012 as currently adopted or hereafter amended.
- b. The payment of REET and Current Expense Funds shall be made not later than 30 days after the effective date of the annexation.
- d. Not less than \$50,000 of the payments made to the City shall be allocated by the City to a community visioning and planning effort to be conducted with extensive resident input of persons living in the Annexation Area.

6. PARK AND OPEN SPACE FACILITIES AND PROPERTIES

As of the effective date of the annexation, the County shall transfer to the City, and the City shall accept, the park, open space, greenbelt and trail/walkway properties listed in **Exhibit B** (collectively, the "**Park Properties**"), attached hereto and incorporated herein, which Park Properties are more generally known as:

- Maplewood Park
- Maplewood Heights Park
- Sierra Heights Park (including Honey Dew Park)
- The Cedar to Sammamish Trail Site

- May Creek Parcels currently owned by King County within the City's corporate limits
- Greenbelt Properties
- Trail/Walkway Properties

These transfers shall be accomplished through the execution by the County Executive and Mayor of Renton of an intergovernmental transfer agreement in substantially the form as **Exhibit C**, attached hereto and incorporated herein, which execution shall occur within thirty (30) days of the effective date of this Agreement.

7. SURFACE WATER MANAGEMENT

a. Transfer of Drainage Facilities and Drainage Facility Property Interests.

- i. Upon the effective date of annexation for the area in which the "Drainage Facilities" identified in **Exhibit D**, attached hereto and incorporated herein by reference, are located, those Drainage Facilities which are held by the County as specifically identified in **Tables A and C** of **Exhibit D** shall automatically be transferred from the County to the City, and the City shall assume ownership and full and complete responsibility for the operation, maintenance, repairs, and any subsequent improvements to the Drainage Facilities. The Drainage Facilities identified in **Table B** of **Exhibit D** shall not be transferred but shall remain in private ownership. Inspection of the facilities identified in **Table B** may be undertaken by the City from and after the effective date of annexation.
- ii. The County shall upon the effective date of annexation for the area in which the "Drainage Facility Property Interests" identified in **Exhibit E**, attached hereto and incorporated herein by reference, are located, convey by quit claim deed in substantially the form in **Exhibit F**, attached hereto and incorporated herein by reference, to the City, and the City shall accept, the Drainage Facility Property Interests, subject to all rights, conditions, covenants, obligations, limitations and reservations of record for such property interests. The City agrees to abide by and enforce all rights, conditions, covenants, obligations, limitations and reservations for the Drainage Facility Property Interests.
- iii. The County is willing to provide surface water management services and maintenance for the Annexation Area via separate written agreement between the Parties.
- iv. Both parties will make staff available to identify and review any additional County-owned local drainage facilities, easements, and other property interests within the Annexation Area that should appropriately be conveyed to the City. Such facilities and other property interests include those for which the County's facility acceptance process has not yet been completed, including both projects being constructed by the County as well as projects subject to County approval that are constructed by third parties. Any such additional County-owned drainage properties or other property interests shall be

transferred to the City pursuant to this Agreement and upon County approval, including if necessary the adoption of an ordinance authorizing the transfer of King County owned drainage properties and property interests. The transfer of responsibility for drainage facilities shall be documented in writing, including specific facilities transferred and the date of transfer and such documentation signed by the appropriate City representative and the Director of the King County Water and Land Resources Division.

b. Condition of and Responsibility for Operations, Maintenance, Repairs, and Improvements of Drainage Facilities and Drainage Facility Property Interests.

- i. The City will have the opportunity to inspect the Drainage Facilities and Drainage Facility Property Interests before accepting ownership, however regardless of such inspection the City has the duty to accept all facilities and properties as specified in this agreement. The County will make its records concerning the Drainage Facilities and Drainage Facility Property Interests available to the City, and the County personnel most knowledgeable about the Drainage Facilities and Drainage Facility Property Interests will be available to jointly inspect the property with the City personnel and to point out known conditions, including any known defects or problems, if any, with the Drainage Facilities and Drainage Facility Property Interests. The City agrees to accept the Drainage Facilities and Drainage Facility Property Interests in AS IS condition, and to assume full and complete responsibility for all operations, maintenance, repairs, and improvements of the Drainage Facilities and Drainage Facility Property Interests.
- ii. King County does not make and specifically disclaims any warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose, with respect to the Drainage Facilities and Drainage Facility Property Interests, and no official, employee, representative or agent of King County is authorized otherwise.
- iii. The City acknowledges and agrees that except as indicated in paragraph 7(c)(ii), the County shall have no liability for, and that the City shall release and have no recourse against the County for, any defect or deficiency of any kind whatsoever in the Drainage Facilities and Drainage Facility Property Interests without regard to whether such defect or deficiency was known or discoverable by the City or the County.

c. Environmental Liability related to the Drainage Facilities and Drainage Facility Property Interests

- i. "Hazardous Materials" as used herein shall mean any hazardous, dangerous or toxic wastes, materials, or substances as defined in state or federal statutes or regulations as currently adopted or hereafter amended.

- ii. Nothing in this agreement shall be deemed to waive any statutory claim for contribution that the City might have against the County under federal or state environmental statutes that arises from hazardous materials deposited or released on the Drainage Facilities or Drainage Facility Property Interests by the County during the County's period of ownership. The City may not, however, assert such a claim to the extent that the City creates the need for or exacerbates the cost of remediation upon which a statutory claim for contribution is based as a result of the City performing construction activities on, changing the configuration of, or changing the use of the Drainage Facilities or Drainage Facility Property Interests.
 - iii. If the City discovers the presence of hazardous materials at levels that could give rise to a statutory claim for contribution against the County it shall immediately notify the County in writing. The parties shall make their best efforts to reach agreement as to which party is responsible for remediation under the terms of this Agreement prior to undertaking any remediation.
 - iv. In no event shall the County be responsible for any costs of remediation that exceed the minimum necessary to satisfy the state or federal agency with jurisdiction over the remediation.
- d. Indemnification related to Drainage Facilities and Drainage Facility Property Interests.
- i. King County shall indemnify and hold harmless the City and its elected officials, officers, agents or employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, arising from those occurrences related to the Drainage Facilities and Drainage Facility Property Interests that occurred prior to the effective date of annexation, except to the extent that indemnifying or holding the City harmless would be limited by Section 7(c) of this Agreement. In the event that any suit based upon such a claim, action, loss or damage is brought against the City or the City and King County, King County shall defend the same at its sole cost and expense and, if final judgment be rendered against the City and its elected officials, officers, agents and employees or jointly against the City and King County and their respective elected officials, officers, agents and employees, King County shall satisfy the same.
 - ii. The City shall indemnify and hold harmless King County and its elected officials, officers, agents and employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, arising from those occurrences related to the Drainage Facilities and Drainage Facility Property Interests that occur on or after the effective date of annexation, except to the extent that indemnifying or holding the County harmless would be limited by Section 7(c) of this Agreement. In the event that any suit based upon such a claim, action, loss or damage is

brought against King County or King County and the City, the City shall defend the same at its sole cost and expense and, if final judgment be rendered against King County and its officers, agents and employees or jointly against King County and the City and their respective officers, agents and employees, the City shall satisfy the same.

- iii. For a period of three years following transfer, each party to this Agreement shall immediately notify the other of any and all claims, actions, losses or damages that arise or are brought against that Party relating to or pertaining to the Drainage Facilities and Drainage Facility Property Interests.
 - iv. Each Party to this Agreement agrees that its obligations under this paragraph extend to any claim, demand, and/or cause of action brought by or on behalf of any employees, or agents. For this purpose, each Party to this Agreement, by mutual negotiation, hereby waives, with respect to the other party only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW, but only to the extent necessary to indemnify the other party.
 - v. The provisions of this Section 7 shall survive the expiration or termination of this Agreement.
8. JAIL SERVICES. On and after the date of annexation, the Annexation Area is subject to the existing Interlocal Agreement between King County and the City of Renton for Jail Services. All misdemeanor crimes that occur in the Annexation Area prior to the date of annexation will be considered crimes within the jurisdiction of King County for the purposes of determining financial responsibility under said Interlocal Agreement for Jail Services. All misdemeanor crimes that occur in the Annexation Area on or after the date of annexation will be considered crimes within the jurisdiction of the City for purposes of determining financial responsibility under the Interlocal Agreement for Jail Services.
9. POLICE SERVICES. On the effective date of the annexation, police service responsibility within the Annexation Area will be transferred to the City, unless the parties subsequently execute a contract to extend sheriff service patrol in the area as described in subparagraph c below. Criminal cases and investigations occurring or pending in the Annexation Area prior to the effective date of the annexation, or termination of any sheriff service contract, whichever is later, remain the responsibility of the County. At the time responsibility for police services is transferred to the City (i.e., upon annexation or the termination of any sheriff services contract, whichever is later), the parties shall implement the police transition plan attached hereto at **Exhibit G**. In addition to the provisions of that transition plan, the parties further agree as follows:
- a. Sharing of community information: The County agrees to provide community contact lists that the County may have regarding the Annexation Area to the City within 90 days of the City so requesting such information. These lists may

include, but are not limited to: members of block watch programs, community groups, and/or homeowner's associations.

- b. Annexation of Emergency Response (911) Services: The City and County agree to coordinate the transfer of emergency response services (911) in the Annexation Area.
- c. Extension of Sheriff Services to Annexation Area under Separate Contract. The County is willing to extend Sheriff Services to the Annexation Area under a separate agreement with the City. Any such agreement shall provide (a) that the level of service, including but not limited to patrol, investigations, police 911 services, and support services, but excluding services funded or and provided only to unincorporated King County, shall be equivalent to that provided at the time of annexation in the Annexation Area by the King County Sheriff Office; (b) the length of the agreement shall be not less than six months; (d) the City shall provide not less than 60 days notice of any request for extension of said agreement; and (e) each the extension period shall be not less than three months. The terms of such separate agreement shall be primary to the terms of this agreement wherever the terms are in conflict. Nothing in this Agreement shall be construed as a commitment to extend sheriff's services to the City in other annexation areas.

10. DISTRICT COURT SERVICES TRANSITION. The County will be responsible for the prosecution and payment of any fees or assessments associated with, misdemeanor criminal cases filed by the County prior to the effective date of annexation. The City will be responsible for the prosecution of, and payment of court filing fees and other fees associated with misdemeanor criminal case filed by the City from and after the effective date of annexation, regardless of the time of the events from which the misdemeanor arose.

11. STATUS OF COUNTY EMPLOYEES. Subject to City civil service rules and state law, the City agrees to consider the hiring of County employees whose employment status is affected by the change in governance of the Annexation Area, provided that the City's consideration of hiring affected sheriff department employees shall be governed by the provisions set forth in RCW 35.13.360 et seq. The County shall in a timely manner provide the City with a list of those affected employees.

12. ADMINISTRATION AND CONTACT PERSONS. The Parties stipulate that the following persons shall be the administrators of this Agreement and shall be the contact person for their respective jurisdiction.

City of Renton:

King County:

Chief Administrative Officer
City of Renton
1055 S. Grady Way
Renton, WA 98055-3232

Director, Office of Management and Budget
King County
701 5th Avenue
Suite 3200

13. COMPLIANCE WITH LAWS. Each Party accepts responsibility for compliance with federal, state, and local laws and regulations. Specifically, in meeting the commitments encompassed in this Agreement, all parties will comply with, among other laws and regulations, the requirements of the Open Meetings Act, Public Records Act, Growth Management Act, State Environmental Policy Act, and Annexation Statutes. The Parties retain the ultimate authority for land use and development decisions within their respective jurisdictions as provided herein. By executing this Agreement, the Parties do not purport to abrogate the decision-making responsibility vested in them by law.

14. INDEMNIFICATION.

The following indemnification provisions shall apply to the entirety of this Agreement except for: (1) Section 7 concerning Drainage Facilities and Drainage Facility Property Interests, which Section shall be controlled exclusively by the provisions therein; and (2) Exhibit C relating to the transfer of park and open space properties which also contains separate indemnification provisions.

- a. The County shall indemnify and hold harmless the City and its officers, agents and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason or arising out of any negligent action or omission of the County, its officers, agents, and employees, or any of them, in performing obligations pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against the City, the County shall defend the same at its sole cost and expense, provided that the City retains the right to participate in said suit if any principal or governmental or public law is involved, and if final judgment be rendered against the City and its officers, agents, and employees, or any of them, or jointly against the City and County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.
- b. The City shall indemnify and hold harmless the County and its officers, agents and employees or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason or arising out of any negligent action or omission of the City, its officers, agents, and employees, or any of them, in performing obligations pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against the county, the City shall defend the same at its sole cost and expense, provided that the County retains the right to participate in said suit if any principal of governmental or public law is involved; and if final judgment be rendered against the County and its officers, agents, employees, or any of them, or jointly against the City and County and their respective officers, agents, and employees or any of them, the City shall satisfy the same.

- c. The City and the County acknowledge and agree that if such claims, actions, suits, liability, loss, costs, expenses and damages are caused by or result from the concurrent negligence of the City, its agents, employees, and/or officers and the County, its agents, employees, and/or officers, this section shall be valid and enforceable only to the extent of the negligence of each party, its agents, employees and/or officers.
- d. The provisions of this Indemnification Section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

15. CONTINUED ANNEXATION EFFORTS. The parties agree to continue in good faith to work collaboratively in support of the near-term annexation of the remainder of the East Renton Plateau if any, which may not be subject to election in 2007, as well as the annexation of the City's West Hill PAA, and the Fairwood PAA to the extent the latter is not incorporated.

16. GENERAL PROVISIONS.

- a. Entire Agreement. This Agreement together with all Exhibits hereto contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior agreements shall be effective for any purpose.
- b. Filing. A copy of this Agreement shall be filed with the Renton City Clerk and recorded with the King County Auditor.
- c. Records. Until December 31, 2013, any of either party's records related to any matters covered by this Intergovernmental Agreement not otherwise privileged shall be subject to inspection, review, and/or audit by either party at the requesting party's sole expense. Such records shall be made available for inspection during regular business hours within a reasonable time of the request. Other provisions of this section notwithstanding, police/sheriff records shall be retained according to the state records retention schedule as provided in RCW Title 42 and related Washington Administrative Code provisions.
- d. Amendments. No provision of this Agreement may be amended or modified except by written agreement signed by the Parties.
- e. Severability. If one or more of the clauses of this Agreement is found to be unenforceable, illegal, or contrary to public policy, the Agreement will remain in full force and effect except for the clauses that are unenforceable, illegal, or contrary to public policy.
- f. Assignment. Neither the City nor the County shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party.

- g. Successors in Interest. Subject to the foregoing subsection, the rights and obligations of the Parties shall inure to the benefit of and be binding upon their respective successors in interest, heirs, and assigns.
- h. Dispute Resolution. The Parties should attempt if appropriate to use a formal dispute resolution process such as mediation, through an agreed-upon mediator and process, if agreement cannot be reached regarding interpretation or implementation of any provision of this Agreement. All costs for mediation services would be divided equally between the Parties. Each jurisdiction would be responsible for the costs of their own legal representation.
- i. Attorneys' fees. In the event either of the Parties defaults on the performance of any terms of this Agreement or either Party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, each Party shall pay all its own attorneys' fees, costs and expenses.
- j. No waiver. Failure of either the County or the City to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default.
- k. Applicable Law. Washington law shall govern the interpretation of this Agreement. King County shall be the venue of any arbitration or lawsuit arising out of this Agreement.
- l. Authority. Each individual executing this Agreement on behalf of the City and the County represents and warrants that such individuals are duly authorized to execute and deliver the Agreement on behalf of the City or the County.
- m. Notices. Any notices required to be given by the Parties shall be delivered at the addresses set forth above in Section 12. Any notices may be delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the addresses set forth above in Section 11. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.
- n. Performance. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.
- o. Equal Opportunity to Draft. The Parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any party upon a claim that that party drafted the ambiguous language.
- p. Third Party Beneficiaries. This agreement is made and entered into for the sole protection and benefit of the parties hereto. No other person or entity shall have

any right of action or interest in this Agreement based on any provision set forth herein.

IN WITNESS THEREOF, the Parties have executed this Agreement.

CITY OF RENTON:

KING COUNTY:

Kathy Keolker, Mayor

Ron Sims, Executive

Date: _____

Date: _____

ATTEST:

ATTEST:

City Clerk

DATED: _____

DATED: _____

Approved as to Form:

Approved as to Form:

City Attorney

Sr. Deputy Prosecuting Attorney

Exhibit A

Description of Annexation Area

(Note: As contemplated by this Agreement, the Annexation Area is the "Preserve Our Plateau Area" annexation petition as approved by the King County Boundary Review Board in August 2006.)

PRESERVE OUR PLATEAU ANNEXATION LEGAL DESCRIPTION

The lands included within the Preserve Our Plateau Annexation area are situated in Sections 11, 12, 13, 14, 15, 23, & 24 all in Township 23 North, Range 5 East, W.M. and Sections 18 and 19, both in Township 23 North, Range 6 East, W.M. , all King County, Washington, more particularly described as follows:

Beginning at the intersection of the northerly right-of-way margin of SE 128th St with the easterly line of the existing City of Renton Limits as annexed under Ordinance No. 4829, in the Southwest quarter of said Section 11;

Thence easterly along said northerly right-of-way margin, crossing 155th Ave SE and 156th Ave SE, to the east line of the Southwest quarter of said Section 11, said east line also being the Urban Growth Boundary (UGB) line;

Thence continuing easterly along the courses of the northerly right-of-way margin of SE 128th St and said UGB line, crossing 160th Ave SE and the west half of 164th Ave SE, to the section line common to said Sections 11 and 12;

Thence continuing easterly along the courses of the northerly right-of-way margin of SE 128th Street and said UGB line, crossing the east half of 164th Ave SE and 169th Ave SE, to an intersection, in the Southwest quarter of the Northeast quarter of the Northwest quarter of said Section 13;

Thence southerly along said northerly extension and said east line, and said UGB line, to an intersection with the north line of the Southeast quarter of the Northwest quarter;

Thence easterly along said north line and said UGB line, to the west line of the East quarter of said subdivision;

Thence southerly along said west line and said UGB line, to the Northwest corner of Lot 1 of King County Short Plat S90S0040, as recorded in Book 101 of Surveys, Page 236, records of King County, Washington;

Thence easterly along the North line of said Lot 1 and said UGB line, to the northeast corner of said Lot 1, said northeast corner also being on the west line of the Northeast quarter of said Section 13;

Thence easterly along said UGB line, crossing 172nd Ave SE, to the intersection of the easterly right-of-way margin of 172nd Ave SE and the southerly right-of-way margin of SE 132nd St;

Thence continuing easterly along the southerly right-of-way margin of SE 132nd St and said UGB line, crossing 173rd Ave SE, 175th Ave SE, 178th Ave SE and the west half of 180th Ave SE, to an intersection with the east line of said subdivision, said east line also being the west line of the Southwest quarter of the Northwest quarter of said Section 18;

Thence continuing easterly along said right-of-way of SE 132nd St and said UGB line, crossing the east half of 180th Ave SE, 181st Ave SE and 182nd Ave SE, to an intersection with the easterly right-of-way margin of 182nd Ave SE;

Thence southerly along said easterly right-of-way margin of 182nd Ave SE and said UGB line, to an intersection with the northerly right-of-way margin of SE 134th St in the Southwest quarter of the Northwest quarter of said Section 18;

Thence easterly along said northerly right-of-way margin of SE 134th St and the easterly extension of said northerly right-of-way margin and said UGB line, crossing 184th Ave SE, to an intersection with the easterly right-of-way margin of 184th Ave SE in the Southeast quarter of the Northwest quarter of said Section 18;

Thence southerly along said easterly right-of-way margin of 184th Ave SE and the southerly extension thereof and said UGB line, crossing WE 135th St, SE 136th St and SE 144th ST, to an intersection with the southerly right-of-way margin of SE 144th St, as deeded to King County per King County Recording No. 3000495 in the Northwest quarter of said Section 19;

Thence westerly along said southerly right-of-way margin of SE 144th St and said UGB line, to an intersection with the east line of Renton-Suburban Tracts Division No. 8, as recorded in Volume 69 of Plats, Pages 74-76, inclusive, records of King County, Washington, in Government Lot 1 of said Section 19;

Thence southerly along said east line and said UGB line, to the Southeast corner of said Plat;

Thence westerly along the courses of the south boundary of said plat and said UGB line, to an intersection with the south line of Renton-Suburban Tracts Div. No. 6, as recorded in Volume 66 of Plats, Pages 33-35, inclusive, records of King County, Washington, in the Northeast quarter of said Section 24;

Thence westerly along the south line of said plat and said UGB line, to the most southwest corner of said plat, said southwest corner also being the northeast corner of Government Lot 5 of said Section 24;

Thence southerly along the east line of said Government Lot 5 and said UGB line, to the northeast corner of Lot 31 of Renton-Suburban Tracts Div. No. 7, as recorded in Volume 69 of Plats, Pages 39-14, inclusive, records of King County, Washington;

Thence southwesterly and northwesterly along the south boundary of said plat and said UGB line, to an intersection with the east line of Government Lot 10 of said Section 24, said east line also being the east line of Tract A of Briarwood south No. 6, as recorded in Volume 97 of Plats, Pages 68-69, records of King County, Washington;

Thence northerly along said east line of said Government Lot 10 and said Tract A and said UGB line, to the northeast corner of said Tract A;

Thence westerly along the courses of the north boundary of said Tract A, and said UGB line, to the northwest corner of said Tract A, said northwest corner also being a point on the east line of the Northeast quarter of said Section 23;

Thence northerly along said east line and said UGB line, to the northeast corner of Tract C of Skyfire Ridge Div. No. 1, as recorded in Volume 141 of Plats, Pages 93-99, inclusive, records of King County, Washington;

Thence westerly along the courses of the north boundary of said Tract C and said UGB line, to the northwest corner of said Tract C, said northwest corner also being a point on the east line of the Southwest quarter of the Northeast quarter of said Section 23;

Thence northerly along said east line and said UGB line, to the northeast corner of said subdivision;

Thence westerly along the north line of said subdivision and said UGB line, to the northwest corner of said subdivision, said northwest corner also being the northeast corner of Government Lot 7 of said Section 23;

Thence North 88° 00' 30" West, along the north line of said Government Lot 7 and said UGB line in said Section 23, a distance of 100 feet;

Thence South 31° 31' 00" West, along said UGB line, a distance of 648 feet;

Thence North 55° 51' 30" West, along said UGB line, a distance of 250 feet;

Thence South 31° 31' 00" West, along said UGB line, a distance of 150 feet;

Thence North 55° 51' 30" West, along said UGB line, to an intersection with the southeasterly right-of-way margin of 154th PI SE (Orton County Road);

Thence southwesterly along said southeasterly right-of-way margin of 154th PI SE and said UGB line, to an intersection with the northeasterly right-of-way margin of J. E.

