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April 29, 1986
8599A:KN:clt

INTRODUCED BY: BARDEN, GRANT,
GREIVE, GRUGER, LAING, NORTH,
REAMS, SIMS, SULLIVAN

PROPOSED NO.: 86 - 236

ORDINANCE NO. 7616

AN ORDINANCE finding that the Zoo Cooperation Agreement between King County and the City of Seattle is necessary and appropriate to implement King County Ordinance 7344 and that the public interest would be served by approval of the Agreement; approving the Agreement; and authorizing the Executive to execute the Agreement.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. The King County Council hereby finds that:

The Zoo Cooperation Agreement between the City of Seattle and King County attached as Exhibit A is necessary and appropriate to carry out the purposes of King County Ordinance 7344.

The Zoo Cooperation Agreement attached as Exhibit A contains the provisions contained in King County Ordinance 7344 Exhibit B and modifications of those provisions which are in the best interest of the citizens of King County.

The public interest would be served by approval of the Zoo Cooperation Agreement attached as Exhibit A.

SECTION 2. The King County Council hereby approves the Zoo Cooperation Agreement attached as Exhibit A.

7616

1 SECTION 3. The King County Executive is hereby authorized
2 to execute the Zoo Cooperation Agreement attached as Exhibit A.

3 INTRODUCED AND READ for the first time this 21st day
4 of April, 1986.

5 PASSED this 12th day of May, 1986.

6 KING COUNTY COUNCIL
7 KING COUNTY, WASHINGTON

8 Aubrey Gruyer
9 Chair

10 ATTEST:

11 Dorothy M. Owens
12 Clerk of the Council

13 APPROVED this 15th day of May, 1986.

14 Jim Hill
15 King County Executive

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05/07/86

REVISED EXHIBIT A

1 A ZOO COOPERATION AGREEMENT
2 BETWEEN KING COUNTY AND THE CITY OF SEATTLE
3 RELATING TO THE WOODLAND PARK ZOO

4 WHEREAS, The Woodland Park Zoo provides the citizens of King
5 County with an important educational and recreational park
6 facility;

7 WHEREAS, the Zoo is in need of major capital improvements if
8 it is to effectively and humanely display and care for its rich
9 and varied animal collection;

10 WHEREAS, the City of Seattle, hereinafter referred to as "the
11 City," has adopted the Woodland Park Zoo Long Range Plan (the
12 "ZLRP") and a commission appointed by the Mayor of Seattle (the
13 "Zoo Commission") has issued a detailed report proposing a plan of
14 capital improvements to the Zoo (the "Zoo Project") which has been
15 adopted as Modification C to the ZLRP by City Resolution 21452;

16 WHEREAS, the environmental review of the amendment to the ZLRP
17 has been completed;

18 WHEREAS, the City has committed to a private fund-raising
19 drive to raise \$10 million, which, when combined with the Zoo Bond
20 proceeds, will be used to construct the Zoo Project;

21 WHEREAS, King County, hereinafter referred to as "the County,"
22 has concurred with the findings of the Zoo Commission and approved
23 King County Ordinance 7344, placing a \$31.5 million bond issue on
24 the November 5, 1985 general election ballot for the purpose of
25 providing funds to the City to help construct the estimated \$41
26 million Zoo Project;

27 WHEREAS, the voters of King County approved the Zoo Bond issue
28 on November 5, 1985;

29 WHEREAS, an interlocal agreement between the County and the
30 City is necessary in order to provide for the transfer of Bond
31 funds proceeds and interest earnings from the County to the City
32 and to make certain other provisions;

33

1 WHEREAS, the County and the City have negotiated provisions of
2 a Zoo Cooperation Agreement and these provisions include the
3 provisions contained in Exhibit B attached to King County
4 Ordinance 7344 or modifications of those provisions that are
5 necessary and appropriate to carry out the purposes of King County
6 Ordinance 7344;

7 NOW, THEREFORE, the County and the City ("the Parties") hereby
8 agree:

9 SECTION 1. Definitions. The following words and terms as
10 used in this Agreement shall have the following meanings for all
11 purposes of this Agreement, unless some other meaning is plainly
12 intended.

13 A. "City" means the City of Seattle.

14 B. "County" means King County.

15 C. "Legislative Authority" means with respect to the City,
16 the mayor and city council of the City, and with respect to the
17 County, the county executive and the county council.

18 D. "Zoo" or the "Woodland Park Zoo" means the Woodland Park
19 Zoological Gardens, a 92-acre public zoo located in Seattle,
20 Washington and maintained and operated by the City of Seattle.

21 E. "Zoo Project" means the planning, design, purchase,
22 acquisition, development, construction, equipping or
23 rehabilitating of new or existing facilities as summarized in
24 Exhibit A of King County Ordinance 7344 and more specifically
25 described in the report of the Mayor's Zoo Commission: Woodland
26 Park Zoo 1984-85 attached to King County Ordinance 7344 as Exhibit
27 C and incorporated herein by reference as such undertakings may be
28 modified from time to time pursuant to this Agreement and the
29 provisions of King County Ordinance 7344.
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1 F. "Zoo Long Range Plan" means the long range plan concept
2 with design policies and exhibit scenarios for the Woodland Park
3 Zoo as adopted by City Resolution 25172 in 1976, and as augmented
4 by Volumes I and II of the 1984-1985 Report of the Mayor's Zoo
5 Commission adopted by City Resolution 27452 in 1986.

6 G. "Financing and Development Plan" means Exhibit A - Part 2
7 of King County Ordinance 7344.

8 H. "Capital Improvement Program Plan" means the plan for the
9 physical improvements for each phase which specifies the
10 allocation of funds by Subproject and the estimated revenue and
11 schedule of expenditures for that phase for identified cost
12 elements consistent with the Financing and Development Plan as it
13 now exists or may be amended and the amended Zoo Long Range Plan.

14 I. "Project Management Plan" means the plan of capital
15 project management to be prepared for the Zoo Project which
16 specifies and schedules necessary staff resources (both in-house
17 and consulting), and the organizational and management structure
18 for project pre-planning, design development, design review, and
19 construction management (scheduling, monitoring, and reporting).

20 J. "Subproject" means a specific zone, exhibit or facility
21 for which funds have been allocated in Exhibit A of King County
22 Ordinance 7344.

23 K. "Modification" means an addition of a Subproject to the
24 Zoo Project or the shift of a Subproject from one phase of the Zoo
25 Project to another phase; or an increase or decrease of the
26 greater of 10 percent or \$50,000 in an expenditure for a
27 Subproject including that Subproject's prorated proportion of that
28 phases's inflation reserve; or a substantive increase or decrease,
29 as defined by the Zoo Development Oversight Committee pursuant to
30 Section 7(D) of this Agreement, in a Subproject's size, capacity
31 or key features; or a change in the size or timing of a bond
32 issue; or such additional changes as are provided for in Section 8
33 of this Agreement.

1 L. "Bond" or "Bonds" means any or all of the general
2 obligation Bonds of the County issued pursuant to King County
3 Ordinance 7344, or any series of such bonds.

4 M. "Bond Redemption Fund" means the King County General
5 Obligation Bond Redemption Fund previously created in the office
6 of the King County director of finance.

7 N. "Zoo Development Fund" means the capital projects fund
8 authorized in Section 6 of King County Ordinance 7344 within the
9 office of the King County director of finance.

10 O. "Zoo Project Construction Fund" means the capital fund
11 authorized by City Ordinance 112838 and as described in
12 Section 6 of King County Ordinance 7344 into which the City shall
13 deposit funds transferred from the County Zoo Development Fund,
14 private contributions, appropriations of the City and other funds
15 that may become available from time to time to pay the costs of
16 the Zoo Project.

17 P. "Zoo Cooperation Agreement" means this Agreement and any
18 amendments or revisions thereto, as authorized by King County
19 Ordinance 7344.

20 Section 2. Use of Bond Proceeds. Proceeds from the sale of
21 the Bonds shall be expended solely for capital costs of the Zoo
22 Project. The term "capital costs" shall be construed consistently
23 with the term "capital purposes" in Article VII, Section 2(b) of
24 the Washington Constitution and RCW 84.52.056, but, subject
25 thereto, may include the costs of property acquisition and
26 development, engineering, architecture, planning, financial,
27 legal, relocation and other services lawfully incurred incident to
28 the development of the Zoo Project and its financing, construction
29 of the Zoo Project and its financing, including the costs incident
30 to the issuance of the Bonds, and review of the construction of
31 the Zoo Project by the Zoo Development Oversight Committee. The
32 term capital costs shall not include maintenance, operations, or
33 costs for replacement of equipment.

1 Section 3. Ownership of Property. All property paid for or
2 financed with the proceeds of the sale of the Bonds and interest
3 earned thereon shall be owned by the City but may be leased,
4 mortgaged, or otherwise encumbered (including being made subject
5 to an operating lease) to the extent permitted by law and this
6 Agreement. The proceeds of any such lease, mortgage, or
7 encumbrance, shall only be used for Zoo-related programs. All
8 improvements developed, purchased, constructed, or rehabilitated
9 with the proceeds of the sale of the Bonds shall be managed by the
10 City or its agents.

11 Section 4. County/City Obligations.

12 A. The obligations of the County shall be limited to carrying
13 out the provisions of this Agreement.

14 B. All contracts with respect to the Zoo Project and the
15 responsibility for subsequent maintenance and operation of the Zoo
16 Project, with the exception of those related to the issuance and
17 payment of the Bonds and the management of the Bond proceeds while
18 on deposit with the County, shall be the obligations of the City.

19 C. The City shall apply the Zoo Project resources solely for
20 the purpose of financing the Zoo Project substantially as
21 described in the Financing and Development Plan.

22 D. The City of Seattle shall provide funds to maintain a high
23 standard of operation and maintenance support for the Zoo,
24 anticipating that increases may be necessary to maintain new Zoo
25 Project exhibits and facilities.

26 E. The City shall submit requests for release of bond
27 proceeds and any other County approvals related to the Zoo Project
28 to the County Executive who shall refer such requests to the
29 director of the County budget office for expeditious processing.

1 Section 5. Disposition of Property. Any property or
2 improvements developed, acquired, constructed, or rehabilitated by
3 the City with the proceeds of the Bonds may be sold or otherwise
4 disposed of by the City to the extent permitted by law. The
5 proceeds of any such sale or lease, other than an operating lease
6 which is provided for in Section 3 of this Agreement, including
7 interest if the sale or lease is on a deferred payment basis,
8 shall be used in the following order of priority: for the Zoo
9 Project; deposited in the County's Bond Redemption Fund if the
10 Bonds are still outstanding; or for other Zoo capital purposes.

11 Section 6. Investment of Bond Proceeds.

12 A. The proceeds of the Bonds will be deposited in the Zoo
13 Development Fund of the County and will be invested and managed by
14 the County director of finance until such time as the proceeds are
15 transferred to the City pursuant to Section 16 of this Agreement.
16 Within the limits of the state constitution and statutes, the
17 County shall invest the Zoo Development Fund monies pursuant to
18 directions from the City Comptroller.

19 B. The proceeds of the Bonds and interest thereon, when
20 transferred to the City, and private donations received to pay
21 costs of the Zoo Project, shall be deposited in a Zoo Project
22 Construction Fund of the City and invested and managed by the City.

23 C. The City and the County agree to invest monies in a manner
24 that shall comply with all applicable laws, rules and prudent
25 investment practices. While Bond proceeds are in the custody of
26 the County, they shall be managed and invested in accordance with
27 the County policies and practices except that the City shall be
28 responsible for investment directions as provided by the City
29 Comptroller. In the event the City Comptroller fails to direct
30 the investment of the Bond proceeds, then the County director of
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1 finance shall invest such proceeds for the benefit of the Zoo
2 Project consistent with County investment policies and practices.
3 While bond proceeds are in the custody of the City, they shall be
4 managed and invested in accordance with City policies and
5 practices.

6 D. The City and County agree that they will not take or
7 permit to be taken on their behalf any action which would
8 adversely affect any exemption from federal income taxation of the
9 interest on such Bonds and will take or require to be taken such
10 acts as may reasonably be within their ability and as may from
11 time to time be required under applicable laws to continue any
12 such exemption from federal income taxation of the interest on
13 such Bonds.

14 Section 7. Zoo Development Oversight Committee.

15 A. A Zoo Development Oversight Committee consisting of twelve
16 members will be formed, with five members representing King County
17 appointed by the County Executive and confirmed by the County
18 Council, four members representing the City of Seattle appointed
19 by the City Mayor and confirmed by the City Council, and three
20 members representing the suburban cities in King County appointed
21 by the Suburban Cities Association. All appointees shall reside
22 in King County and no fewer than five members shall reside in
23 unincorporated King County. The City shall review the
24 recommendations of the Zoo Commission in making appointments to
25 the Zoo Development Oversight Committee.

26 B. Notwithstanding King County Code 2.28.010, the initial
27 term of appointment shall be established by lot, four members
28 shall serve three years, four members shall serve two years, and
29 four members shall serve one year. Thereafter, members of the
30 Committee shall serve for a three-year term and may be
31 reappointed. The Committee shall select its own chair.
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1 C. The Zoo Development Oversight Committee shall monitor the
2 performance of the City and County on the Zoo Project.

3 D. By September 2, 1986, the Zoo Development Oversight
4 Committee shall develop and recommend to the County Council for
5 its approval definitions and criteria for evaluating any proposed
6 Modifications to the Zoo Project (including the Financing and
7 Development Plan) and the Capital Improvement Program Plan.
8 Definitions shall be based in part upon the recommendations and
9 criteria contained in the Zoo Commission Report and shall be
10 additional to those in Section 1(K) of this Agreement.

11 E. Support for the operation and staffing of the Zoo
12 Development Oversight Committee shall be funded by the City of
13 Seattle. During the construction of the Zoo Project, the City may
14 utilize Zoo Bond proceeds from the inflation reserve up to an
15 amount of \$50,000 annually for Zoo Development Oversight Committee
16 operations and staff and from City operating monies if necessary.

17 F. The Zoo Development Oversight Committee shall review and
18 approve the work program and staffing levels for its operation, as
19 recommended by the City and within the funding levels established
20 by City appropriation. In order to correspond to the City's
21 budgeting process, annually prior to July 1, the Zoo Development
22 Oversight Committee shall evaluate the work program and staffing
23 levels and recommend to the City revisions, if any.

24 G. The Zoo Development Oversight Committee shall identify and
25 recommend to the City appropriate staff for the Zoo Development
26 Oversight Committee's operations. Staff shall be city employees
27 or contractors.

1 Section 8. Deviations, Modifications and Abandonment.

2 A. Deviations: The Mayor is hereby authorized to reallocate
3 funds among Subprojects in an amount not to exceed the greater of
4 10% or \$50,000 per Subproject, including that Subproject's
5 prorated proportion of that phase's inflation reserve. The Mayor
6 shall notify in writing the County Executive and the Zoo
7 Development Oversight Committee of such reallocation.

8 B. Modifications:

9 1. Modifications to the Zoo Project may be made by the
10 County Legislative Authority after recommendation by the City and
11 review by the Zoo Development Oversight Committee. All
12 Modifications to the Zoo Project shall be made by Ordinance by the
13 County Legislative Authority except that the County Executive may
14 approve a modification under the following circumstances. If the
15 anticipated cost of an individual Subproject, including that
16 Subproject's prorated proportion of that phase's inflation
17 reserve, increases or decreases by the greater of 10% or \$50,000
18 but less than the greater of 20% or \$100,000, the City shall
19 notify in writing the County Executive and the Zoo Development
20 Oversight Committee of such an anticipated Modification. The
21 County Executive shall notify in writing the City and the Zoo
22 Development Oversight Committee within 30 days of receipt of
23 notification by the City as to whether such anticipated
24 Modification shall be decided upon by the County Executive or
25 shall be referred to the County Legislative Authority for approval
26 or disapproval. The County Executive shall consult with the
27 Chairperson of the County Council in making this determination.

1 2. Except as specified in subsection B(1) of this Section,
2 all other Modifications shall be referred automatically to the
3 County Legislative Authority for its decision following
4 opportunity for review by the Zoo Development Oversight
5 Committee. Modifications to be automatically referred to the
6 County Legislative Authority shall include but not be limited to
7 those situations in which:

8 a. The cost of an individual Subproject, including that
9 Subproject's propated proportion of that phase's inflation
10 reserve, increases or decreases by an amount equal to or greater
11 than the greater of 20% or \$100,000; or

12 b. A Subproject is added to the Zoo Project, or
13 construction of a Subproject is shifted from one phase to another;
14 or

15 c. Such change constitutes a Modification requiring
16 approval by the County Legislative Authority as recommended by the
17 Zoo Development Oversight Committee and approved by the County
18 Legislative Authority pursuant to Section 7(D) of this Agreement.

19 C. Abandonment: Any Subproject may be abandoned (and the Zoo
20 Project modified accordingly) with the recommendation of the Zoo
21 Development Oversight Committee and approval of the Legislative
22 Authorities of the County and the City, if they find that the
23 accomplishment of the Subproject is not practical or legal, or
24 would no longer serve its intended purpose or would not be
25 desirable.

26 D. Any proposed Modification to the Zoo Project or underlying
27 financial assumptions, or abandonment of a Subproject shall be
28 accompanied by a revised Financing and Development Plan and
29 supporting detail necessary to show that such Modification will
30 not materially impair the accomplishment of the remainder of the
31 Zoo Project.
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1 Section 9. Completion of Zoo Project.

2 A. The Zoo Development Oversight Committee shall develop
3 suggested criteria for determining when the Zoo Project, as it may
4 have been modified pursuant to this Agreement, is complete. The
5 Zoo Development Oversight Committee shall apply those criteria and
6 shall make a recommendation to the County Legislative Authority
7 when the Committee believes the Zoo Project is complete.

8 B. The County Legislative Authority shall make the final
9 determination as to when the Zoo Project is complete or the Zoo
10 Project has been otherwise duly provided for.

11 C. If necessary to complete the Zoo Project in total as
12 described in King County Ordinance 7344 or modified through the
13 process described in Sections 7 and 8 of this Agreement, the City
14 agrees to contribute sufficient funds from other revenue sources
15 or reserve funds of the City not to exceed \$3.5 million to address
16 shortfalls if they occur under either of the following
17 circumstances:

18 1. Investment earnings from all sources do not reach the
19 projected levels contained in the Financing and Development Plan
20 as amended; or

21 2. Total project costs including inflation of the Zoo
22 Project exceed the projection contained in the Financing and
23 Development Plan as amended.

24 Section 10. Quarterly Reports.

25 A. The City shall submit quarterly written reports to the Zoo
26 Development Oversight Committee, the County Executive, and the
27 County Council displaying and explaining: the balance of the Zoo
28 Project funds and accounts; financial transactions of the Zoo
29 Project funds and accounts; progress to date on all private
30 fund-raising; and the current status of any and all planning,
31 design and construction of the Zoo Project.
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1 B. The County shall submit quarterly reports to the Zoo
2 Development Oversight Committee, the City Mayor, and the City
3 Council displaying the balance in the Zoo Development Fund, and
4 comparing the status of the fund to that contemplated in the most
5 current Financing and Development Plan.

6 Section 11. Annual Reports. The Zoo Development Oversight
7 Committee shall report in writing to the County Council, County
8 Executive, City Council and Mayor, Mayors and Councilmembers of
9 suburban cities, and the public at least once each year on the
10 status of the Zoo Project. Such report shall address financial
11 and program conformance with King County Ordinance 7344, this
12 Agreement, and amendments to the Financing and Development Plan
13 and Zoo Project as may be approved from time to time pursuant to
14 Sections 7 and 8 of this Agreement, and shall contain
15 recommendations for ensuring cost-effective and timely completion
16 of the Zoo Project.

17 Section 12. Audits.

18 A. The funds and accounts of the City and the County with
19 respect to the Zoo Project shall be available for audit on a
20 yearly basis by the State Auditor.

21 B. The Zoo Project shall be subject to comprehensive fiscal
22 and program audit by the County Auditor pursuant to King County
23 Code 2.20. The City will provide free access to the County
24 Auditor to all financial and program records concerning the Zoo
25 Project.

26 Section 13. Disposition of Remaining Monies.

27 A. In the event a determination is made pursuant to Section 9
28 of this Agreement that the Zoo Project is complete or has been
29 otherwise duly provided for, and payment of the principal of and
30 interest on the Bonds has not been fully made or otherwise
31 provided for, then proceeds of the Bonds and earnings thereon, if
32 any, remaining in the Zoo Project Construction Fund of the City
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1 shall be remitted to the County and deposited into the Bond
2 Redemption Fund for the payment of principal of and interest on
3 the Bonds.

4 B. If any monies remain in the Zoo Project Construction Fund
5 of the City after the Zoo Project is complete and after the
6 principal of and interest on the Bonds are paid or their payment
7 otherwise provided for, the Zoo Development Oversight Committee
8 shall propose an allocation of the remaining funds (including
9 interest earned thereon) according to their source between the
10 County and the City and may include any other entity that may be
11 entitled to them. The Zoo Development Oversight Committee shall
12 submit its recommendations and supporting calculations to the City
13 and County Legislative Authorities for their consideration and
14 final decision.

15 Section 14. Interim Financing.

16 A. Pursuant to Sections 5 and 8 of King County Ordinance
17 7344, the County may provide by ordinance for interim financing of
18 the Zoo Project.

19 B. The City shall have the opportunity to review and comment
20 on the County's plan for interim financing.

21 Section 15. Temporary Withholding of Bond Proceeds. The City

22 agrees to allow the County, after each Bond sale, to withhold
23 funds from the Bond proceeds sufficient to pay the costs of
24 selling the Bonds and the first year's interest on the Bonds.
25 Subject to the conditions set forth in Section 16, an amount
26 equivalent to the first year's interest on the Bonds, plus
27 interest earned thereon, shall be conveyed to the City after the
28 second half property tax collections are collected in the calendar
29 year following the year of each bond sale.
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1 Section 16. Release of Bond Proceeds.

2 A. If requested by the City, bond proceeds for development of
3 the Project Management Plan as defined in Section 1(I) of this
4 Agreement and/or Capital Improvement Program Plan as defined in
5 Section 1(H) of this Agreement shall be released as soon as
6 practicable by the County Executive after she or he has determined
7 the amount of the request to be reasonable and necessary for
8 planning purposes and taking into consideration the recommendation
9 by the Zoo Development Oversight Committee.

10 B. Bond proceeds for each phase (as such term is used in
11 Exhibit A of King County Ordinance 7344) of the Zoo Project shall
12 be released to the City as soon as practicable following the
13 completion of the actions outlined below:

14 1. Phase I only:

15 a. The Zoo Project Construction Fund has been created by
16 the City.

17 b. The Zoo Development Oversight Committee has reviewed
18 and the City Council has approved the Project Management Plan for
19 implementation of the Zoo Project, and the County Legislative
20 Authority has approved the Project Management Plan as being
21 reasonable and consistent with Exhibit A of King County Ordinance
22 7344 or any modifications which may have been made to the
23 Financing and Development Plan or Zoo Project.

24 2. Phases I, II, III, and IV:

25 a. The environmental review and approval by appropriate
26 governmental agencies for the particular phase has been completed.

27 b. The proposed Capital Improvement Program Plan for the
28 particular phase has been completed by the City and reviewed by
29 the Zoo Development Oversight Committee and approved by the County
30 Legislative Authority as being consistent with the Zoo Project.

1 c. The City has demonstrated that private donations per
2 the Financing and Development Plan as may be amended have been
3 substantially committed for that particular phase.

4 Section 17. General Provisions.

5 A. Effective Date: This Zoo Cooperation Agreement shall take
6 effect on the earliest lawful date after the last of the Parties
7 signs this Agreement.

8 B. Dispute Resolution: The County and the City may choose to
9 resolve any issue pursuant to this Agreement as follows:

10 A panel consisting of a City representative appointed by the
11 City Mayor, and a County representative appointed by the
12 County Executive, and the Chair of the Zoo Development
13 Oversight Committee shall meet to resolve these issues. Such
14 pannel shall be convened within ten working days of written
15 notification by either the City or the County that such a
16 dispute exists. The panel shall render its recommendation
17 within five working days from the time it convenes. Said
18 recommendations shall be advisory only and shall not be
19 binding on either party. Disputes which cannot be resolved by
20 the dispute resolution panel shall be referred to the City
21 Mayor and County Executive for negotiation and resolution.
22 Recommendations and decisions resulting from the dispute
23 resolution process above shall not limit either party's right to
24 pursue remedies otherwise available.

25 C. Good Faith: The City and County shall each act in good
26 faith and expeditiously in carrying out the terms of this
27 Agreement.

28 D. Termination: This agreement may be terminated by action
29 of both the Legislative Authorities of the City and County at any
30 time after:
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1 1. The Zoo Project has been determined, through the process
2 established in Section 9 of this Agreement, to be complete or
3 otherwise duly provided for, and

4 2. All the Bonds have been fully redeemed or defeased, and

5 3. Final disposition of any monies remaining in the Zoo
6 Project Construction Fund of the City has been completed.

7 After termination of this Agreement, however, the obligations
8 established by Sections or subsections 3, 4(B), 4(D), 5 and 12
9 shall continue and remain in full force and effect for the life of
10 the improvements.

11 ATTEST:

KING COUNTY

12
13 By: *Sue Robinson*

By: *[Signature]*
King County Executive

14 Title: *Public Relations*
15 *Manager*

Title: _____

17 THE CITY OF SEATTLE

18 By: _____

By: *[Signature]*
Mayor of Seattle

20 Title: _____

Title: *[Signature]*

22 Approved as to form:
23 NORM MALENG,
24 King County Prosecuting Attorney

25
26 By: *Sandra L. Cohen*
Deputy Prosecuting Attorney

27
28 Date: *May 15, 1986*