



**KING COUNTY**

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

**Signature Report**

**December 13, 2006**

**Ordinance 15665**

**Proposed No.** 2006-0559.3

**Sponsors** Constantine

1 AN ORDINANCE authorizing the executive to enter into  
2 interlocal agreement with the city of Auburn relating to the  
3 annexation of the Lea Hill and West Hill potential  
4 annexation areas and transferring certain surface water  
5 facilities and property interests to the city.

6  
7

8 **STATEMENT OF FACTS:**

- 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. The city of Auburn has two large potential annexation areas ("PAAs"),  
14 Lea Hill which is located to the east of the city with an estimated  
15 population of over ten thousand four hundred residents, and West Hill  
16 located to the west of the city with an estimated population of four  
17 thousand six hundred residents.

18 3. The city intends to seek approval of the residents of the Lea Hill and  
19 West Hill PAAs to annex these areas, by two separate ballot propositions  
20 at an election in 2007 for an effective date, if approved by the voters, of  
21 January 1, 2008.

22 4. To facilitate the transition of local government services delivery in the  
23 Lea Hill and West Hill PAAs and complete the transfer of local surface  
24 water management facilities and properties located within the PAAs upon  
25 annexation to the city, the city and county wish to enter into an interlocal  
26 agreement which addresses transfer of public records and transfer of  
27 ownership of surface water management facilities and properties among  
28 other matters.

29 5. The city has heretofore taken ownership of former local county park  
30 properties located in the Lea Hill PAA and there are no local county park  
31 properties in the West Hill PAA.

32 8. Consistent with Council Motion 12018, the agreement proposes the  
33 transfer of Annexation Incentive reserve funds to the city if the annexation  
34 is approved by the voters and accepted by the city, in the amount of  
35 \$1,250,000 from the general fund annexation incentive reserve, plus a  
36 commitment to complete road overlay improvements in the PAAs prior to  
37 annexation in an amount of \$500,000.

38 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

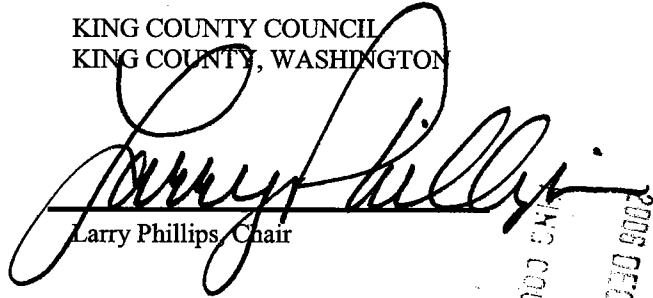
39 SECTION 1. The county executive is hereby authorized to enter into an interlocal  
40 agreement, substantially in the form of Attachment A to this ordinance, with the city of

41 Auburn to provide for the transition of governmental services and property in the event of  
42 annexation, including but not limited to the transfer of \$1,250,000 annexation incentive  
43 funding from the general fund annexation incentive reserves; provision of \$500,000 of  
44 road overlay improvements in the areas to be annexed; and to transfer the surface water  
45 drainage facilities and greenbelt properties as referenced therein.  
46

Ordinance 15665 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

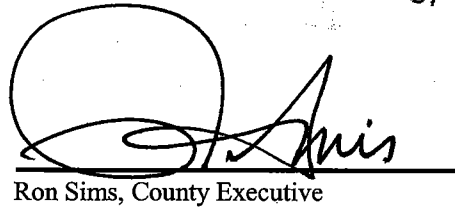
  
Larry Phillips, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 19 day of December, 2006.

  
Ron Sims, County Executive

RECEIVED  
2006 DEC 19 PM 12:25  
KING COUNTY COUNCIL CLERK

**Attachments** A. Interlocal Agreement Between the City of Auburn and King County, Relating to the Annexation of the Lea Hill and West Hill Potential Annexation Areas, dated December 11, 2006

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF AUBURN AND KING COUNTY, RELATING TO THE ANNEXATION OF THE LEA HILL AND WEST HILL POTENTIAL ANNEXATION AREAS**

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

WHEREAS, the City has identified two separate Potential Annexation Areas ("PAAs") in its comprehensive plan consistent with the requirements of the state Growth Management Act ("GMA") and the Countywide Planning Policies adopted consistent with GMA, which PAAs are generally known as the "Lea Hill Annexation Area" and the "West Hill Annexation Area," both of which are further described in **Exhibit A** hereto (hereinafter collectively referred to as the Annexation Areas"); and

WHEREAS, on an election date in or before November 2007, the citizens of the Annexation Areas will have an opportunity to vote on whether to annex to the City; and

WHEREAS, if approved by the voters and the City Council, annexation of one or both of the Annexation Areas to the City will become effective on or before January 1, 2008; and

WHEREAS, as of the date of legal annexation of the Annexation Areas, 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 and traffic signs; and

WHEREAS, the City and the County desire to facilitate an orderly transition of services associated with the Annexation Areas; 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 Areas, the County shall make available to the City a one-time 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 County surface water facilities and related property interests in the Annexation Areas; and

WHEREAS, all local governmental land use authority and jurisdiction with respect to the Annexation Areas transfers from the County to the City upon the effective date of annexation; and

WHEREAS, the County and City agree that having County staff continue to process various vested building and land use permit applications from the Annexation Areas on behalf of the City for a transitional period following annexation will assist in an orderly transfer of authority and jurisdiction; and

WHEREAS, it is the parties' intent by virtue of this Agreement that any and all discretionary decisions with respect to land use and permitting from and after the date of annexation shall be made by the City; 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 Areas; provided, however, that in the event: (1) the City fails to place the annexation measure on the ballot in or before November 2007, then this Agreement shall terminate on December 31, 2007.
2. ANNEXATION. The City shall take action to ensure placement of propositions on the ballot at a regular or special election date in or prior to November 2007 for the registered voters of the Annexation Areas as described in **Exhibit A** 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 Areas so approved will be effective on or before January 1, 2008.
3. ANNEXATION FUND PAYMENT AND ROAD IMPROVEMENTS CONTRIBUTION. In order to partially offset the City's cost of transitioning and providing services to the Annexation Areas, and in consideration of the City relieving the County of the burden of providing local public services in the Annexation Areas, the County will provide the City with a payment from the annexation initiative incentive reserve funds and shall pre-fund certain roadway improvements in advance of annexation.
  - a. The payment of annexation incentive reserve funds for the annexation of both Annexation Areas shall total \$1,250,000 composed of County Current Expense ("CX") Funds. The payment shall be made within 30 days following the effective date of the annexation of the Annexation Areas; provided that half the amount payable may be transferred to the City upon its request in advance of the effective date but after final action by the City Council to accept the annexation after certification of the successful election.

- b. In addition to the annexation incentive fund payment described in paragraph 3.a above, the County shall cause to be completed roadway overlay improvements in the Annexation Areas valued at \$500,000. The road funding shall be committed to a designated overlay project(s) by the County after the City Council acts to accept annexation of the Annexation Areas following voter approval of annexation. The roadway improvements shall be specifically targeted to roadways that are not currently subject of a scheduled overlay project and which have a pavement rating of less than forty percent, and the specific roadway segments to be improvements shall be selected by the County Roads Division in consultation with the Director of the City Public Works Department. Such improvements shall to the extent practicable be completed prior to the effective date of the annexation, but in any event as soon thereafter as possible.
- c. In the event that both annexation propositions are not approved by the voters, then the payment of annexation incentive reserve funds shall be apportioned as follows:
  - 1. For the annexation of Lea Hill: \$1,125,000 in CX and \$450,000 in road overlays.
  - 2. For the annexation of West Hill: \$125,000 in CX funds and \$50,000 in road overlays.
- d. No annexation incentive funds shall be owed to the City under this Agreement for an annexation of either Lea Hill or West Hil effective after January 1, 2008.

**4. 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 related to transferred facilities and properties within the areas so annexed. 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 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 4. 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. The County shall provide the City free of charge one set of records meeting the requirements of this section. Notwithstanding anything in this section to the contrary, sheriff records transfers will be subject to the provisions of Section 8 and **Exhibit G**.

**5. DEVELOPMENT PERMIT PROCESSING.** Upon the effective date of the annexation of either Annexation Area, the terms of this Agreement attached hereto as

**Exhibit B** shall go into effect with respect to development permit processing in the area annexed.

6. SURFACE WATER MANAGEMENT AND GREENBELT PROPERTIES

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 C**, attached hereto and incorporated herein by reference, are located, those Drainage Facilities which are held by the County as specifically identified in **Tables A-1, C-1 and C-2** of **Exhibit C** 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 **Tables B-1 and B-2** of **Exhibit C** shall not be transferred but shall remain in private ownership. The City has the right but not the obligation to inspect the facilities identified in **Tables B-1 and B-2** 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 D**, attached hereto and incorporated herein by reference, are located, convey by quit claim deed in substantially the form in **Exhibit E**, attached hereto and incorporated 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 either or both Lea Hill and West Hill Annexation Areas 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 Areas 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. Transfer of Greenbelt Properties.

The County shall upon the effective date of annexation for the area in which the "Greenbelt Properties" identified in **Exhibit F**, attached hereto and incorporated herein by reference, are located, convey by quit claim deed in substantially the form in **Exhibit E**, attached hereto and incorporated by reference, to the City, and the City shall accept, the Greenbelt Properties, 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 Greenbelt Properties. The deeds for the **Greenbelt Properties** shall contain the restrictions intended to preserve the use of said properties as greenbelts restricted to use as open space and passive recreation, as were placed on the properties at the time of their conveyance to King County, all as more specifically described in said deeds. The City covenants that it shall place said restrictions in any deed conveying any or a portion of the Greenbelt Properties.

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

- i. The City agrees to accept the Drainage Facilities, Drainage Facility Property Interests and Greenbelt Properties in AS IS condition, and to assume full and complete responsibility for all operations, maintenance, repairs, and improvements of the Drainage Facilities, Drainage Facility Property Interests and Greenbelt Properties.
- 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, Drainage Facility Property Interests and Greenbelt Properties 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 6(d)(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, Drainage Facility Property Interests or Greenbelt Properties without regard to whether such defect or deficiency was known or discoverable by the City or the County.

d. Environmental Liability related to the Drainage Facilities, Drainage Facility Property Interests and Greenbelt Properties.

- 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, Drainage Facility Property Interests or Greenbelt Properties 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, Drainage Facility Property Interests or Greenbelt Properties.
  - 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.
- e. Indemnification related to Drainage Facilities, Drainage Facility Property Interests and Greenbelt Properties.
- 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, Drainage Facility Property Interests and Greenbelt Properties 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 6(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 6(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, Drainage Facility Property Interests or Greenbelt Properties.
  - 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 6 shall survive the expiration or termination of this Agreement.
7. JAIL SERVICES. On and after the effective date of annexation, the Annexation Areas are subject to the existing Interlocal Agreement between King County and the City of Auburn 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.
8. POLICE SERVICES. On and after the effective date of the annexation, police service responsibility within the Annexation Areas will be transferred to the City. Criminal cases and investigations pending in the County prior to the effective date of the annexation remain the responsibility of the County. 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 Areas to the City

upon request. These lists may include, but are not limited to: members of block watch programs, community groups, and/or homeowner's associations. The lists shall be provided to the City within 90 days of the effective date of the annexation.

- b. Annexation of Emergency Response (911) Services: The City and County agree to coordinate the transfer of emergency response (911) services in the Annexation Areas.
9. 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.
  10. 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 Areas where such County employees make application with the City per the City's hiring process and meet the minimum qualifications for employment with the City, and provided further 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.
  11. CITY URBAN SEPARATOR ZONING ON LEA HILL. The City and County agree that prior to the effective date of annexation, the City will amend its comprehensive land use plan and zoning to designate the entire Lea Hill urban separator at a residential density of one home per acre with mandatory lot clustering and ensure such zoning is effective as of the effective date of annexation. This shall not preclude the City from seeking a change in the designation of the Lea Hill Urban Separator in the Countywide Planning Policies (CPPs) in the future, and if approved, the City would be able to rezone the Lea Hill Urban Separator consistent with any such change in the CPPs.
  12. ANNEXATION AREA BOUNDARIES TO INCLUDE ROADWAYS BOUNDING AGRICULTURAL PRODUCTION DISTRICTS. The parties agree that, subject to approval by the Boundary Review Board, any and all county roadways located on the edge of the Annexation Area adjacent to or abutting the Green River Agricultural Production District(s), shall be included within the Annexation Area.
    - a. The parties agree to work collaboratively to resolve issues relating to policing authority and road maintenance responsibility within the Green River Agricultural Production District, including considering the option of transitioning those responsibilities from the County to the City and/or the Cities of Kent and Federal Way, and to seek to include the Cities of Kent and Federal Way in such discussions.

13. CONTINUED ANNEXATION EFFORTS RELATED TO REMAINING UNINCORPORATED ISLANDS WITHIN CITY BOUNDARIES. The parties agree to work collaboratively in support of the near-term annexation by the City of the remaining small unincorporated island territories and Potential Annexation Areas within or adjacent the current City boundaries, including specifically the areas known as the “Totem area,” the “Klump area” and the area of state-owned property adjacent to the south west portion of the intersection of State Route 167 and South 277<sup>th</sup> Street.

14. 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 Auburn: King County:

Mayor  
City of Auburn  
25 West Main Street  
Auburn, WA 98001-4998

Director, Office of Management and Budget  
King County  
Suite 3200  
Seattle, WA 98104

15. 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.

16. INDEMNIFICATION.

The following indemnification provisions shall apply to the entirety of this Agreement except for: (1) Section 6 concerning Drainage Facilities, Drainage Facility Property Interests and Greenbelt Properties, which Section shall be controlled exclusively by the provisions therein and (2) **Exhibit B** relating to Development Permit Processing which Exhibit 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.

## 17. 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. Road Levy Tax. The County's collection and disbursement of road levy tax within the Annexation Area(s) shall be in accordance with state law.
- c. Filing. A copy of this Agreement shall be filed with the Auburn City Clerk and recorded with the King County Recorder's Office.
- d. 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.

- e. Amendments. No provision of this Agreement may be amended or modified except by written agreement signed by the Parties.
- f. 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.
- g. 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.
- h. 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.
- i. 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.
- j. 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.
- k. 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.
- l. 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.
- m. 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.
- n. Notices. Any notices required to be given by the Parties shall be delivered at the addresses set forth above in Section 14. 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 14. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.

- o. Performance. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.
- p. 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.
- q. 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 AUBURN:

KING COUNTY:

\_\_\_\_\_  
Peter B. Lewis, 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 Areas**

**Lea Hill Proposed Annexation Area  
Legal Description  
November 3, 2006**

Those portions of Sections 3, 4, 5, 7, 8, 9, 10, 16, and 17, Township 21 North, Range 5 East, and Sections 32, and 33, Township 22 North, Range 5 East, Willamette Meridian in King County, Washington described as follows:

Beginning at the northwest corner of the northeast quarter of the southwest quarter of said Section 32, said point also being a point on the City Limits of Kent, as annexed under Kent City Ordinance No. 3241;

Thence in a southeasterly direction, along said city limits, to an intersection with the westerly right-of-way margin of SR-18 (aka P.S.H. No. 2);

Thence in a southwesterly direction, along said west margin, to an intersection with the west line of the east half of the east half of said Section 16;

Thence in a northerly direction, along said west line, to an intersection with the north line of said Section 16;

Thence in a westerly direction, along said north line, to an intersection with the west line of the east half of said Section 16;

Thence in a southerly direction, along said west line, to an intersection with the north line of the south half of said Section 16;

Thence in a westerly direction, along said north line, and the north line of the south half of said Section 17, to an intersection with the City Limits of Auburn as annexed under Auburn City Ordinance No. 5346;

Thence in a northeasterly direction, along said City Limits, to an intersection with the City Limits of Auburn as annexed under Auburn City Ordinance No. 5937;

Thence in easterly, northerly, and westerly directions, along said City Limits, to an intersection with the City Limits of Auburn as annexed under said Auburn City Ordinance No. 5346;

Thence in a northerly direction, along said City Limits, to an intersection with the City Limits of Auburn as annexed under Auburn City Ordinance No. 5986;

Thence in easterly, northerly, and westerly directions, along said City Limits, to



an intersection with the City Limits of Auburn as annexed under said Auburn City Ordinance No. 5346;

Thence in northerly, westerly, and southwesterly directions, along said City Limits, to an intersection with the City Limits of Auburn as annexed under Auburn City Ordinance No. 5088;

Thence in southwesterly, and easterly directions, along said City Limits, to an intersection with the City Limits of Auburn as annexed under said Auburn City Ordinance No. 5346;

Thence in southerly, and westerly directions, along said City Limits, to an intersection with the City Limits of Auburn as annexed under Auburn City Ordinance No. 2220;

Thence in a northwesterly direction, along said City Limits, to an intersection with the City Limits of Auburn as annexed under Auburn City Ordinance No. 1300;

Thence in northwesterly, and northeasterly directions, along said City Limits, to an intersection with the City Limits of Auburn as annexed under Auburn City Ordinance No. 5516;

Thence in northeasterly, northwesterly, and northeasterly directions, along said City Limits, to an intersection with the City Limits of Auburn as annexed under Auburn City Ordinance No. 3266;

Thence in northeasterly, and northwesterly directions, along said City Limits, to an intersection with the east line of the west half of the west half of said Section 5;

Thence in a northerly direction, along said east line, and the east line of the west half of the west half of said Section 32, to the point of beginning;

Except those portions as annexed to the City of Auburn under Auburn City Ordinances 3889, 5980, 5982, and 5983, and those portions as annexed to the City of Kent under Kent City Ordinances 2743;

West Hill Proposed Annexation Area  
Legal Description  
November 3, 2006

Those portions of Sections 2, 11, 14, and 15, Township 21 North, Range 4 East, and Section 35, Township 22 North, Range 4 East, Willamette Meridian in King County, Washington described as follows:

Beginning at the intersection of the south right-of-way margin of South 288th Street and the east right-of-way margin of 55th Avenue South, in the northwest quarter of the northwest quarter of said Section 2;

Thence in a northerly direction, along said east margin, to an intersection with the north line of the south half of the south half of the southwest quarter of said Section 35, said point also being on the south line of Tract B, in the Plat of Woodbrook Division No. 1, recorded in Volume 190 of Plats, Page 69, records of King County, Washington;

Thence in an easterly direction, along said north line, to an intersection with the east line of the west half of the west half of said Section 35;

Thence in a northerly direction, along said east line, to an intersection with the north line of the south half of the south half of said Section 35;

Thence in an easterly direction, along said north line, and the north line of the south half of the south half of said Section 36, to an intersection with the east right-of-way margin of SR – 181 (aka 68th Avenue South, West Valley Highway);

Thence in a southerly direction, along said east margin, to an intersection with the City Limits of Auburn as annexed under Auburn City Ordinance No. 3990;

Thence in westerly, southerly, and easterly directions, along said City Limits, to an intersection with the City Limits of Auburn as annexed under Auburn City Ordinance No. 2605;

Thence in southerly, and easterly directions, along said City Limits, to an intersection with the City Limits of Auburn as annexed under Auburn City Ordinance No. 4139;

Thence in southerly, and easterly directions, along said City Limits, to an intersection with the City Limits of Auburn as annexed under Auburn City Ordinance No. 1913;

Thence in a southerly direction, along said City Limits, to an intersection with the City Limits of Auburn as annexed under Auburn City Ordinance No. 4606;