GR #1210311-000

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INTERLOCAL AGREEMENT BETWEEN THE CITY OF BELLEVUE AND KING COUNTY RELATING TO THE SOUTH BELLEVUE ANNEXATION

THIS AGREEMENT ("Agreement") is made and entered by and between the City of Bellevue, a State of Washington municipal corporation ("City"), and King County, a political subdivision of the State of Washington ("County"). Together, the City and the County are referred to herein as "the Parties."

WHEREAS, the City identified areas of unincorporated King County referred to as the Eastgate, Tamara Hills, Horizon View, and Hilltop Potential Annexation Areas ("PAA") in its comprehensive plan consistent with the requirements of the state Growth Management Act ("GMA") and the Countywide Planning Policies adopted consistent with GMA; and

WHEREAS, the City will annex those areas within the PAA described in **Exhibit A-1** attached hereto and incorporated herein by this reference (collectively referred to as the "Annexation Area") which will become effective on June 1, 2012; and may annex an additional area of the PAA in the near future, which additional area is described in **Exhibit A-2** attached hereto and incorporated herein by this reference (referred to as the "Additional Annexation Area"); and

WHEREAS, property owners in the Annexation Area presented sufficient petitions under Chapter 35A.14.120 to annex to the City, and

WHEREAS, annexation of the Annexation Area to the City will become effective on June 1, 2012 ("Effective Date") through Ordinance Nos. _____; and

WHEREAS, the Parties previously entered into an interlocal agreement relating to road improvements within the Annexation Area; and

WHEREAS, the road improvements covered by that interlocal were completed in 2005; and

WHEREAS, the Parties wish to amend and supersede the terms of the earlier interlocal agreement through execution of this Agreement; 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, subject to vested rights under state law, all local governmental land use authority and jurisdiction with respect to the Annexation Area transfers from the County to the City upon the Effective Date; 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, as of the Effective Date, pursuant to state law, the City will own, and have all responsibility for 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, storm water facilities, environmental mitigation sites and monitoring projects, street lights, traffic signals, fiber-optic cable, fiber-optic conduit, and traffic signs; and

WHEREAS, the City and the County want to ensure a smooth transfer of ownership and maintenance of those existing County related property interests in the Annexation Areas that will transfer to the City as set forth in this Agreement; 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/EFFECTIVE DATE.

   a. This Agreement shall be deemed to take effect following the approval of the Agreement by the official action of the legislative 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 date signed by both parties. As used herein, "Effective Date" shall refer to the date of annexation to the City.

2. TRANSFER OF JURISDICTION, AUTHORITY AND SERVICES.

   a. RECORDS TRANSFER

      i. The County shall work with the City to provide the records held by the assigned department and listed in Exhibit B attached hereto and incorporated herein by this reference by the dates listed in Exhibit B or such other date as mutually agreed by the parties. The term "records" shall refer to records listed in **Exhibit B**.

      ii. If additional time is needed to produce any of the records listed in Exhibit B, the County shall inform the City of the amount of additional time required to produce each specified record. All such records then shall be provided within 45 days after the mutually agreed date.

iii. For additional records not included in **Exhibit B**, the City shall send a written request to the County Executive's office, which office shall direct the request to the appropriate County division. Alternately, the City may request in writing that the County Executive's office schedule records transfer meetings at which City and County representatives shall meet to review and agree upon additional records, if any, to be copied and/or transferred. The County shall use its best efforts to provide any agreed upon additional records by a mutually agreed date.

iv. The County may elect to provide original records or copies of records. The County may provide an electronic copy in lieu of a paper copy if the City agrees. 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.

v. The County shall provide the City free of charge one set of records meeting the requirements of this section.

vi. Nothing in this Agreement relieves the County of its obligations to comply with the Public Records Act, chapter 42.56 RCW, now or as hereafter amended.

b. DEVELOPMENT SERVICES. Transfer of development services shall be as set forth in the attached **Exhibit E** which is hereby incorporated into this Agreement, relating to the processing of building permits and land use applications in the Annexation Area.

c. JAIL SERVICES. The City of Bellevue is responsible for the incarceration of adult offenders charged with misdemeanor or gross misdemeanor crimes occurring in the Annexation Area on or after the Effective Date. King County is responsible for the incarceration of adult offenders charged with misdemeanor or gross misdemeanor crimes occurring in the Annexation Area before the Effective Date. Nothing in this Agreement is intended to supersede or modify existing agreements between the City and King County related to jail services.

d. POLICE SERVICES. On and after the Effective Date, police service responsibility within the Annexation Area will be transferred to the City. The County will be responsible for all criminal cases and investigations reported before the Effective Date, including but not limited to all costs associated with these cases and investigations. The City will be responsible for all criminal cases and investigations reported on and after the Effective Date, including but not limited to all costs associated with these cases and investigations. The City's Chief of Police and the King County Sheriff will work together to ensure a smooth transition plan and a continuing partnership. In addition to the provisions of that transition plan, the parties further agree as follows:

i. Sharing of community information: The County agrees to provide to the City policing-related community contact lists that the County has regarding the Annexation Area. 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.

ii. Annexation of Emergency Response (911) Services: The City and County agree to coordinate the transfer of emergency response (911) services in the Annexation Area.

e. DISTRICT COURT SERVICES TRANSITION. The County will be responsible for the prosecution, adjudication, and payment or receipt of any fees, fines or assessments associated with infractions or misdemeanor criminal offenses when the date of the infraction or offense is prior to the Effective Date. The City will be responsible for the prosecution, adjudication, and payment or receipt of any fees, fines or assessments associated with infractions or misdemeanor criminal offenses when the date of the offense is on or after the Effective Date. Nothing in this Agreement is intended to supersede or modify the provisions of existing agreements between the City and the County related to district court services.

f. 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 where such County employees make application with the City pursuant to the City's hiring process and meet the minimum qualifications for employment with the City. The City's consideration of hiring affected Sheriff Department employees shall be governed by the provisions set forth in RCW 35.13.360 through 35.13.400 and other applicable law.

g. ROAD AND FIRE LEVY TAXES. The County's collection and disbursement to the City of the road and fire levy taxes within the Annexation Area(s) shall occur before December 31, 2012. The City provided notification to the King County Assessor and the King County Treasurer's Office under Chapter 35A.14.801(6) before March 1, 2012, regarding the payment of these road district and fire levy taxes.

h. PRIOR AGREEMENT. The Interlocal Agreement for 150th Avenue S.E., executed by and between King County and the City of Bellevue on October 6, 1996, a copy of which is attached hereto as **Exhibit F**, is amended and superseded by this Agreement upon its execution. In exchange for the City's commitments in the Agreement, the requirements in the Prior Agreement, including the requirement that the City reimburse the County for the undepreciated value of the County's investment in the 150th SE Project upon the City's annexation of the territory surrounding the 150th SE Project, set forth on page 3 in Section III of the Prior Agreement, are superseded by the terms of this Agreement.

i. PLANNED CAPITAL IMPROVEMENT PROJECTS. The Parties acknowledge that in consideration of this annexation, the County shall not construct any previously planned capital improvement projects within the Annexation Area.

j. INSPECTIONS. County staff shall be available at the City's request to perform joint field inspections of the right of way and County owned properties.

3. TRANSFER OF PROPERTIES.

a.i. Transfer of Road-Related Property.

The County shall, upon the Effective Date, convey by deed the Road-Related Property described in **Exhibit C** attached hereto and incorporated herein by reference, to the City, and the City shall accept the same, subject to all rights, conditions, covenants, obligations, limitations and reservations of record for said properties. Deeds shall be substantially in the form reflected in **Exhibit G**.

The City agrees to abide by and enforce all rights, conditions, covenants, obligations, limitations and reservations of record for said properties. The City covenants that the Road-Related Property described in **Exhibit C** shall continue to be used and maintained for their current or other appropriate road-related purposes until such time as the useful life of the improvements is exhausted, or the purpose for which the Road-Related Property is used is superseded by other improvements. The manner and extent of repair and maintenance shall be in the sole discretion of the City and the County shall have no further obligation for repair and maintenance as of the Effective Date.

If such a property is sold or traded while still in use for road related purposes, then the City shall pay to the County an amount equal to the total appraised value (land plus improvements) that the King County Department of Assessments applied to the property as of the Effective Date.

ii. Condition of and Responsibility for Operations, Maintenance, Repairs, and Improvements of Road-Related Property.

1. The City will have the opportunity to inspect the Road-Related Property before accepting ownership. However, regardless of such inspection, the City has the duty to accept all facilities as specified in this Agreement.

   The City agrees to accept the Road-Related Property in AS IS condition, except as otherwise set forth in this Section 3(a), and to assume full and complete responsibility for all operations, maintenance, repairs, and improvements of the Road-Related Property. The City shall also agree to operate, maintain and repair the road features located on the Road-Related Property until such time as the related road is vacated or the road features are superseded or replaced. The manner and extent of repair and

maintenance shall be in the sole discretion of the City and the County shall have no further obligation for repair and maintenance as of the Effective Date.

2. The County personnel most knowledgeable about the Road-Related Property shall be available to jointly inspect the property with City personnel and to provide the City the status of maintenance of such facilities, and to point out known conditions, including any defects or problems, if any, with the Road-Related Property.

3. The County warrants that it will provide all of its records concerning the Road-Related Property, defined for the purposes of this subsection, as purchasing and acquisition records held by the King County Real Estate Services Section pertaining to the parcels, including plat information, to the City no later than the Effective Date.

   King County does not make and specifically disclaims any other warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose, with respect to the Road-Related Property, and no official, employee, representative, or agent of King County is authorized otherwise.

iii. Environmental Liability related to the Road-Related Property.

1. "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.

2. Nothing in this Agreement shall be deemed to waive any statutory or other 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 Road-Related Property.

3. If the City discovers the presence of hazardous materials at levels that could give rise to a claim for contribution against the County it shall notify the County in writing within ninety (90) days of discovery. Failure to provide such notice shall not be deemed a waiver or other limitation of any statutory County liability related to hazardous materials unless the federal or state environmental statute so provides.

4. Washington State and applicable federal law shall govern the respective liabilities of the Parties to this Agreement for any loss arising out of or related to the environmental condition of the Road-Related Property.

iv. Indemnification related to Roads-Related Property.

1. 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 Road-Related Property that occurred prior to the Effective Date, except to the extent that indemnifying or holding the City harmless would be limited by Section 3(a)(iii) 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. The City acknowledges 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 3(a)(iv)(1) shall be valid and enforceable only to the extent of the negligence of the County, its agents, employees and/or officers.

2. 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 Road-Related Property that occur on or after the Effective Date, except to the extent that indemnifying or holding the County harmless would be limited by Section 3(a)(iii) 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. The County acknowledges and agrees 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 3(a)(iv)(2) shall be valid and enforceable only to the extent of the negligence of the City, its agents, employees and/or officers.

3. For a period of three (3) years following transfer, each party to this Agreement shall 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 Road-Related Property within 15 days after determining that this Section may apply to such claims, actions, losses or damages.

4. Each Party to this Agreement agrees that its obligations under this Section 3(a)(iv) 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. Right of Way Use Agreements. Upon the Effective Date, the City shall become the successor to the County with respect to right of way use agreements and permits referenced in Section C.6. of Exhibit B and the City shall administer and manage those permits and agreements. To the extent a right of way use permit or agreement requires payment of a periodic fee by the right of way user, the applicable fee shall be pro-rated between the City and the County based on the Effective Date.

b. Transfer of Surface Water Management Properties

i. Transfer of Drainage Facilities and Drainage Property Interests

1. Upon the Effective Date 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 **Exhibit D-1** shall automatically be transferred from the County to the City, and the City shall assume ownership and full and complete responsibility for the Drainage Facilities. The Drainage Facilities identified in **Exhibit D-2** shall not be transferred but shall remain in private ownership.

2. The County shall upon the Effective Date for the area in which the "Drainage Property Interests" identified in **Exhibit D**, attached hereto and incorporated herein by reference, are located, convey the Drainage Property Interests by quit claim deed to the City; and the City shall accept the Drainage Property Interests, subject to all rights, conditions, covenants, obligations, limitations and reservations of record for such property interests. Deeds shall be substantially in the form reflected in **Exhibit G**.

3. The County is willing to perform surface water-related management services and maintenance on behalf of the City in the Annexation Area after the Effective Date via separate written contract between the Parties, which contract is not part of this Agreement.

4. The 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 because they are of a nature similar to the facilities and property interests conveyed to the City by Sections 3(b)(i)(1) and (2) above. 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 and City acceptance, including if necessary the adoption of ordinances by the respective legislative bodies 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. The provisions of this subsection 3(b)(i)(4) shall survive the expiration or earlier termination of this Agreement.

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

1. The City will have the opportunity to inspect the Drainage Facilities and Drainage Property Interests before accepting ownership. However, regardless of such inspection, the City has the duty to accept all facilities as specified in this Agreement.

   The City agrees to accept the Drainage Facilities and Drainage Property Interests in AS IS condition, except as otherwise set forth in this Section 3(b) and to assume full and complete responsibility for all operations, maintenance, repairs, and improvements of the Drainage Facilities and Drainage Property Interests. The City shall also agree to operate, maintain and repair the Drainage Facilities until such a time as the need for said Drainage Features are no longer present. The manner and extent of repair and maintenance shall be in the sole discretion of the City and the County shall have no further obligation for repair and maintenance as of the Effective Date.

2. The County personnel most knowledgeable about the Drainage Facilities and Drainage Property Interests will be available at the City's request to jointly inspect the property with City personnel and to provide the City the status of maintenance of such facilities, and to point out known conditions, including any defects or problems, if any, with the Drainage Facilities and Drainage Property Interests.

3. The County warrants that it will provide all of its records concerning the Drainage Facilities and Drainage Property Interests, defined for the purposes of this subsection, as purchasing and acquisition records held by the King County Real Estate Services Section pertaining to the parcels, including plat information, to the City no later than the Effective Date.

   King County does not make and specifically disclaims any other warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose, with respect to the Drainage Facilities and Drainage Property Interests; and no official, employee, representative or agent of King County is authorized otherwise.

iii. Environmental Liability related to the Drainage Facilities and Drainage Property Interests.

1. "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.

2. Nothing in this Agreement shall be deemed to waive any statutory or other 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 Property Interests.

3. If the City discovers the presence of hazardous materials at levels that could give rise to a claim for contribution against the County it shall notify the County in writing within ninety (90) days of discovery. Failure to provide such notice shall not be deemed a waiver or other limitation of any statutory County liability related to hazardous materials unless the federal or state environmental statute so provides.

4. Washington State and applicable federal law shall govern the respective liabilities of the Parties to this Agreement for any loss arising out of or related to the environmental condition of the Drainage Facilities or Drainage Property Interests.

iv. Indemnification related to Drainage Facilities and Drainage Property Interests.

1. 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 Property Interests that occurred prior to the Effective Date, except to the extent that indemnifying or holding the City harmless would be limited by Section 3(b)(iii) 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. The City acknowledges 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 3(b)(iv)(1) shall be valid and enforceable only to the extent of the negligence of the County, its agents, employees and/or officers.

2. 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 Property Interests that occur on or after the Effective Date, except to the extent that indemnifying or holding the County harmless would be limited by Section 3(b)(iii) 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. The County acknowledges and agrees 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 3(b)(iv)(2) shall be valid and enforceable only to the extent of the negligence of the City, its agents, employees and/or officers.

3. For a period of three (3) years following transfer, each party to this Agreement shall 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 or Drainage Property Interests within a reasonable time after determining that this Section may apply to such claims, actions, losses or damages.

4. Each Party to this Agreement agrees that its obligations under this Section 3(b)(iv) 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.

4. 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 Bellevue:	King County:
Steve Sarkozy City Manager 450 – 110th Ave NE Bellevue, WA 98009	Dwight Dively, Director Performance, Strategy and Budget 401 Fifth Avenue, Suite 810 Seattle, WA 98104

5. 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 and by applicable law regarding vested rights. By executing this Agreement, the Parties do not purport to abrogate the decision-making responsibility vested in them by law.

6. INDEMNIFICATION. The following indemnification provisions shall apply to the entirety of this Agreement except for Section 3 (Transfer of Property) and **Exhibit E** (Development Permit Processing), which contain 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 its obligations under 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 principle of 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. The City acknowledges and agrees 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 6(a) shall be valid and enforceable only to the extent of the negligence of the County, its agents, employees and/or officers.

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 its obligations under 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 principle 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. The County acknowledges and agrees 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 6(b) shall be valid and enforceable only to the extent of the negligence of the City, its agents, employees and/or officers.

c. Each Party to this Agreement agrees that its obligations under this Section 6 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.

d. The provisions of this Section 6 shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

7. APPLICATION TO ADDITIONAL ANNEXATION AREA

a. Agreement to Extend. The terms of this Agreement shall apply to the Additional Annexation Area (described in **Exhibit A-2** attached hereto) as of the Effective Date of annexation of such area to the City of Bellevue without the need for further action by the City Council or King County Council, so long as such annexation Effective Date occurs no later than December 31, 2013 and consistent with the provisions of this Section.

b. Notice to County. The City shall provide written notice to the County of its intent to annex some or all of the Additional Annexation Area as provided by statute. Such notice shall contain at a minimum the description of the area being annexed and the anticipated Effective Date of the annexation. For purposes of this agreement, the City shall also provide written notice to the County of the proposed effective date within 60 days of the City's receipt of petition certification.

c. Meaning of Terms. As used in this Agreement with respect to the Additional Annexation Area: 1) "Effective Date" as used throughout shall refer to the effective date(s) of annexation of the Additional Annexation Area(s); and 2) "Annexation Area" shall refer to the Additional Annexation Area being annexed, as described in the notice provided in Section 7(b).

8. GENERAL PROVISIONS.

a. Entire Agreement. This Agreement together with all Exhibits hereto contains all of the agreements of the Parties with respect to the matter covered 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 City Clerk, and recorded with the King County Recorder's Office or listed by subject on the County's web site or other electronically retrievable public source.

c. Amendments. Except as authorized in Section 7, no provision of this Agreement may be amended or modified except by written agreement signed by the Parties. Any amendment that modifies a material term of this Agreement must be approved by the King County Council prior to the County executing the amendment.

d. 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. The parties will replace the severed provision with one that is closest in meaning to the intent of the original provision that is not unenforceable, illegal or contrary to public policy.

e. 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.

f. 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.

g. Dispute Resolution. The Parties should attempt if appropriate to use an informal 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.

h. 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.

i. 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.

j. Applicable Law. Washington law shall govern the interpretation of this Agreement. King County shall be the venue of any mediation, arbitration, or lawsuit arising out of this Agreement.

k. 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.

l. Notices. Any notices required to be given by the Parties shall be delivered at the addresses set forth above in Section 4. 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 4. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.

m. Performance. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.

n. 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.

o. 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 effective as of the date it has been signed by both of the Parties.

CITY OF BELLEVUE:

Steve Sarkozy, City Manager

Date: 5/30/2012

KING COUNTY:

Dow Constantine, Executive

Date: 5/24/12

Approved as to Form:

Lori Riordan, City Attorney

By: Mary Kate Berens, Deputy City Attorney

Approved as to Form:

~~Daniel T. Satterberg, King County Prosecuting Attorney~~

Darrell Cornell

Sr. Deputy Prosecuting Attorney

17333

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

On this 24th day of May, 2012, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared, to me known to be the individual described in and who executed the forgoing instrument, and acknowledged to me that Dow Constantine signed and sealed the said instrument as his free and voluntary act and deed for the uses and purposed therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

DARLENE H. HERMES NOTARY PUBLIC COMMISSION EXPIRES 11-01-14 STATE OF WASHINGTON

Notary Public in and for the State of Washington, residing at Seattle, WA
City and State

My appointment expires 11.01.14

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

On this 30 day of May, 2012, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared, to me known to be the individual described in and who executed the forgoing instrument, and acknowledged to me that Steve Sarkozy signed and sealed the said instrument as his free and voluntary act and deed for the uses and purposed therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

JANNA DEE STEEDMAN NOTARY PUBLIC COMMISSION EXPIRES 12-20-12 STATE OF WASHINGTON

Notary Public in and for the State of Washington, residing at Sammamish WA
City and State

My appointment expires 12/20/12

Revised 5/15/12

GR#1210311-000

Exhibit A-1
Legal Description of Annexation Area

Eastgate, Tamara Hills, and Horizon View Annexation Areas

EASTGATE ANNEXATION AREA

Beginning at a point on the North line of the Southwest Quarter of the Southwest Quarter of Section 10, Township 24 North, Range 5 East, W.M. being 332.94 feet West of the Northeast corner of said Southwest Quarter and also being the Northwest corner of the plat of Eastgate Addition Division "P", recorded in Volume 59 of Plats, Page 99, records of King County, said point being the TRUE POINT OF BEGINNING;

Thence Easterly along said North line to the Northeast corner of the Southeast Quarter of the Southwest Quarter of said Section 10;

Thence Easterly along the North line of the South Half of the Southeast Quarter of said Section 10, also being the North line of Eastgate Addition Division "H" and Eastgate Addition Division "G", recorded in Volume 54 of Plats, Pages 18-19, records of King County, to the Northwest corner of Lot 5, Block 9, of said Division "G" plat;

Thence Southerly along the West line of said Lot 5 to the North margin of S.E. 37th Street;

Thence Easterly along said North margin to the East line of Lot 8 in said Block 9;

Thence Northerly along said East line to the point where said line intersects the South margin of S.E. 36th Street also being the Southwest margin of the FR6 line as shown on SR90 MP7.71 to MP 11.73, Richards Road to Lake Sammamish Right of Way and Limited Access Plans, sheet 5 of 25, dated June 12, 1969;

Thence Westerly along said South margin to the North line of the South Half of the Southeast Quarter of said Section 10;

Thence Easterly along said North line to the intersection with the Northerly margin of the FR6 line as shown on the SR90 plans;

Thence Southeasterly along said FR6 line to the East line of said Section 10, also being the East line of Block 9 of said Division "G" plat;

Thence Southerly along the East line of said Section 10 to the centerline of vacated S.E. 37th Street;

Thence Easterly along said centerline to the Northerly extension of the East line of Block 1 of said Division "G" plat;

Thence Southerly along said East line to the Northwest corner of Lot 1, Block 1 of the plat of Eastgate Addition Division "A", recorded in Volume 51 of Plats, Pages 84-85, records of King County;

Thence Southeasterly along the Northeasterly line of said Lot 1 and the extension thereof to the centerline of S.E. Allen Road (148th Ave. S.E.);

Thence Northeasterly along the centerline of S.E. Allen Road to the centerline of S.E. 38th Street;

Thence Easterly and Northeasterly along the centerline of S.E. 38th Street to intersection with the centerline 154th Avenue S.E.;

Thence Northerly along said centerline to the Westerly extension of the North line of Lot 1, Block 7, of the plat of Eastgate Addition Division "B", recorded in Volume 52 of Plats, Pages 13-18, records of King County;

Thence Easterly along the North line of said Block 7 to the Northwest corner of Tract B of said plat;

Thence continuing Easterly and Southerly along the Northerly line of said Tract B to the North-South centerline of Section 11, Township 24 North, Range 5 East, W.M., also being the East line of Block 8 of said Eastgate Addition Division "B";

Thence Southerly along said North-South centerline to the South Quarter Corner of said Section 11;

Thence Easterly along the South line of said Section 11 to the Northwest corner of Lot 7 of the plat of Martindale Addition No. 2, recorded in Volume 45 of Plats, Page 43, records of King County;

Thence Southerly along the West line of said Lot 7 to a point on the South line of the North 260 feet of said Lot 7;

Thence Easterly parallel with the North line of said plat to the East line of Lot 1 of said plat;

Thence Northerly along the East line of said Lot 1 to its Northeast corner, also being the East 1/16 corner on the South line of said Section 11;

Thence Northerly along the West line of the Southeast Quarter of the Southeast Quarter of said Section 11 to the intersection with the Southerly Right of Way of Primary State Highway No. 2 (I-90), being the Northwest corner of Lot 3, Block 4, of the plat of Leawood Addition, recorded in Volume 62 of Plats, Page 90, records of King County;

Thence Southeasterly along the Southerly Right of Way of Primary State Highway No. 2 (I-90), also being the original Northerly boundary of the plat of Leawood Addition, to the intersection with the South line of said Section 11;

Thence Easterly along said Section line to the Southeast corner of said Section 11, also being the Northwest corner of Section 13, Township 24 North, Range 5 East, W.M.;

Thence Southerly along the East line of said Section 13 to the Southerly prohibited access of SR90, as shown on SR90 MP7.71 to MP 11.73, Richards Road to Lake Sammamish Right of Way and Limited Access Plans, sheets 9, 10 and 11 of 25, dated June 12, 1969, also being the Northeast corner of Lot 13, Block 5, of the plat of Leawood Addition;

Thence Southeasterly along said Southerly prohibited access line of SR90 to a point at LL-Line Station 595+50, as shown on said sheet 9 of 25;

Thence Southerly to a point 295.16 feet opposite said LL-Line Station 595+50, as shown on said sheet 9 of 25;

Thence Westerly along the old Existing Right of Way as shown on said sheet 9 of 25 to the East line of Lot 26 of the plat of St. Francis Wood, recorded in Volume 86 of Plats, Pages 17-18, records of King County;

Thence Southerly along the East line of said plat to the Southeast corner thereof, being a point on the South line of the Northeast Quarter of Section 13, Township 24 North, Range 5 East, W.M.;

Thence Westerly along said South line of said Northeast Quarter and continuing Westerly along the South line of the Northwest Quarter to the West 1/16 corner on said line, also being the Northwest corner of the plat of Vuemont Vista Division No. 1, recorded in Volume 121 of Plats, Pages 52-55, records of King County;

Thence Southerly along the West line of said plat to the Southwest corner of Lot 1 thereof, also being a point on the East line of Lot 5, Block 1 of the plat of Eastmont Home Tracts, recorded in Volume 57 of Plats, Pages 90-91, records of King County;

Thence continuing Southerly along the East line of said Lot 5 to the Southeast Corner thereof;

Thence Westerly along the South line of said plat to the Northwest corner of the South Half of the Northeast Quarter of the Southwest Quarter of the Southwest Quarter of said Section 13;

Thence Southerly along the West line of said South Half to the Southwest corner of the Northeast Quarter of the Southwest Quarter of the Southwest Quarter of said Section 13;

Thence Westerly along the North line of the Southwest Quarter of the Southwest Quarter of the Southwest Quarter of said Section 13 to the East line of the West 30 feet of said Section 13;

Thence Northerly along said East line to a point on the North line of the Northwest Quarter of the Southwest Quarter of said Section 13;

Thence Westerly to the South 1/16 corner on the East line of said Section 13;

Thence Westerly along the North line of the South Half of the Southeast Quarter of Section 14, Township 24 North, Range 5 East, W.M., to a point on the East line of the West 2 acres of the South Half of the South Half of the South Half of the Northeast Quarter of the Southeast Quarter of said Section 14, also being the East line of the plat of Whispering Crest, recorded in Volume 186 of Plats, Pages 28-30, records of King County;

Thence Northerly along the East line of said plat of Whispering Crest to the Northeast corner thereof;

Thence Westerly along the North line of said plat of Whispering Crest to the Northwest corner thereof;

Thence Southerly along the West line of said plat of Whispering Crest to the Southwest corner thereof being the Southwest corner of the Northeast Quarter of the Southeast Quarter of said Section 14;

Thence Westerly along the South line of the East Half of the East Half of the Northwest Quarter of the Southeast Quarter of said Section 14, also being the South line of the plat of Crossview, recorded in Volume 185 of Plats, Pages 93-95, records of King County, to the Southwest corner of said plat;

Thence Northerly along the West boundary of said plat to the Northwest corner thereof, being on the North line of the South Half of the Northwest Quarter of the Southeast Quarter of said Section 14;

Thence Westerly along said North line to the West line of the East Half of the North Half of the Northwest Quarter of the Southeast Quarter of said Section 14;

Thence Northerly along said West line to the North line of the Southeast Quarter of said Section 14;

Thence Easterly along said North line to the Westerly margin of 164th Way S.E. (Edward Leifhelm Road No. 1223);

Thence Northeasterly along the Northwesterly margin of 164th Way S.E. to the intersection with the Westerly margin of 163rd Avenue S.E.;

Thence Northerly along said Westerly margin to the intersection with the South line of the North Half of the Northeast Quarter of said Section 14;

Thence Westerly along said South line to the Southeasterly margin of S.E. Newport Way (Newport-Issaquah Road No. 941);

Thence Westerly along said Southeasterly margin to the West line of the East one-third of the Southeast Quarter of the Northwest Quarter of said Section 14;

Thence Southerly along said West line to the intersection with the Westerly line of Tract A, plat of Horizon Rim, recorded in Volume 142 of Plats, Pages 79-81, records of King County;

Thence Southerly along said Westerly line to the intersection with the Northeast corner of the plat of Horizon Heights No. 4, recorded in Volume 110 of Plats, Pages 24-25, records of King County;

Thence Westerly along the Northerly boundary of said plat to the Northwest corner of Lot 14;

Thence Southerly along the Westerly boundary of said Lot 14 to the South line of the Northwest Quarter of said Section 14;

Thence Westerly along said South line to the Easterly most corner of a parcel of land conveyed by deed to King County, as recorded under Recording No. 7710190653;

Thence Northwesterly along the Northeast line of said parcel to the Easterly margin of 152nd Ave S.E. (George S. Farmer Road);

Thence Northerly along said Easterly margin to the cusp of a 50.00 foot radius curve connecting Easterly to the Southerly margin of S.E. Newport Way (Newport-Issaquah Road No. 941);

Thence Westerly along said margin to the intersection with the North line of the South Half of the Northwest Quarter of said Section 14;

Thence Westerly along said North line to the Northwest corner of Tract A of the plat of Eastgate Addition Division "D", recorded in Volume 53 of Plats, Pages 34-35, records of King County;

Thence Southerly along the West boundary of said Tract A to the Southwest corner thereof, being a point on the South line of the Northwest Quarter of said Section 14;

Thence Westerly along said South line to the West Quarter Corner of said Section 14;

Thence Northerly along the West line of said Section 14, also being the Easterly boundary of King County's Eastgate Park, to the South boundary of the plat of Eastgate Addition Division "F", recorded in Volume 58 of Plats, Page 83, records of King County;

Thence Westerly and Northwesterly along said Eastgate Park boundary to the intersection with the South margin of S.E. Newport Way (Newport-Issaquah Road No. 941);

Thence Westerly along said South margin to the Northwest corner of said Eastgate Park;

Thence continuing Westerly and Northwesterly along said South margin of S.E. Newport Way to the Northwest corner of the plat of Somerset North Slope, recorded in Volume 104 of Plats, Pages 77-79, records of King County, said point also being on the centerline of the Puget Sound Power and Light Co., Beverly-Renton transmission line easement;

Thence Northerly along the centerline of said transmission line easement to the North margin of S.E. Allen Road (County Road No. 754);

Thence Easterly along said North margin to the West margin of 138th Avenue S.E.;

Thence Northerly along said West margin to the South margin of S.E. 40th Street;

Thence Westerly along said South margin to a point on the West line of the Northeast Quarter of the Northwest Quarter of Section 15, Township 24 North, Range 5 East, W.M.;

Thence Northerly along said West line to the Northwest Corner of said Northeast Quarter;

Thence continuing Northerly along the West line of the Southeast Quarter of the Southwest Quarter of Section 10, Township 24 North, Range 5 East, W.M. to the Southeast Corner of the East Half of the Northeast Quarter of the Southwest Quarter of the Southwest Quarter of said Section 10, also being the Southeast corner of the plat of Eastgate Addition Division "P", recorded in Volume 59 of Plats, Page 99, records of King County;

Thence Westerly along the South boundary of said plat to the Southwest corner thereof; Thence Northerly along the West boundary of said plat to the Northwest corner thereof being the TRUE POINT OF BEGINNING.

TAMARA HILLS ANNEXATION AREA

Commencing at the Southwest corner of Section 14, Township 24 North, Range 5 East, W.M., being the TRUE POINT OF BEGINNING;

Thence Easterly along the South line of said Section 14, also being the South boundary of the plat of Tamara Hills, recorded in Volume 90 of Plats, Pages 58-59, records of King County, to the West margin of 150th Avenue S.E. (George Farmer Road);

Thence Northerly along said West margin, also being the East boundary of said plat, to the Northeast corner of said plat;

Thence continuing Northerly along said West margin of 150th Avenue S.E., also being the East line of Lots 5 and 6, Block 6, of the plat of Eastgate Addition Division "L", recorded in Volume 55 of Plats, Pages 47-48, records of King County;

Thence continuing Northwesterly along the Northeast line of Lot 7, Block 6 of said plat to the Easterly most corner of Lot 1, Block 6 of said plat;
Thence Southwesterly along the East line of said Lot 1 to the South line of said Lot 1;

Thence Westerly along the South line of said Lot 1 and the Westerly extension thereof to the East line of Lot 10, Block 7 of said plat;

Thence Northerly along the East line of said Lot 10 to the South line of Lot 11, Block 7 of said plat;

Thence Westerly along said South line to the Southwest corner of said Lot 11;

Thence Northerly along the West line of said Lot 11 to the South margin of S.E. 46th Street;

Thence Northwesterly on the curve of said South margin and the extension thereof to a point on the West line of Section 14;

Thence Southerly along said West line to the Southwest corner of said Section 14 being the TRUE POINT OF BEGINNING.

HORIZON VIEW ANNEXATION AREA

Commencing at the Southwest corner of Lot A, Block 4 in the plat of Horizon View Addition Division A, recorded in Volume 48 of Plats, Pages 44-47, records of King County, being in the Northeast Quarter of Section 22, Township 24 North, Range 5 East, W.M., and being the TRUE POINT OF BEGINNING;

Thence Northerly and Easterly along the West and North boundaries of said plat to the Northeast corner of Lot 1, Block 3, being on the Westerly margin of 151st Avenue S.E. (labeled 168th Avenue S.E. on the plat and also known as the George S. Farmer Road);

Thence Southerly along said Westerly margin to a point being on the Westerly extension of the North line of Lot 1, Block 1, of the plat of Horizon View Addition Division "C", recorded in Volume 56 of Plats, Pages 20-21, records of King County;

Thence Easterly along said Westerly extension and North line to the Northeast corner of said Lot 1;

Thence Southerly along the East boundary of said Lot 1 and the East boundaries of Lots 2 and 3 in said Block 1, to the Northwest corner of Lot 7 in said Block 1;

Thence Easterly along the North boundaries of Lots 7 and 8 in said Block 1 to the Northeast corner of said Lot 8;

Thence Southerly along the East boundary of said Block 1 to a point on said line being the Southwest corner of Lot 40 of the plat of The Summit Division No. 1, recorded in Volume 131 of Plats, Pages 46-49, records of King County;

Thence Easterly along the South Boundary of said Lot 40 to the West boundary of Tract E of said plat;

Thence Southerly along the West boundary of said plat to the angle point on the West line of Lot 51, also being the North corner of Lot 12 of the plat of The Summit Division No. 3, recorded in Volume 140 of Plats, Pages 39-43, records of King County;

Thence Southerly along the West boundary of said Lot 12 to the Southeasterly prolongation of the Southwesterly line of Lot 4, Block 3 of the plat of Horizon View Addition Division "C";

Thence Northwesterly along said prolongation to the Southernmost corner of said Lot 4, being on the Northeasterly margin of 152nd Place S.E.;

Thence Southwesterly perpendicular to said margin to the Southwest margin of 152nd Place S.E.;

Thence Northwesterly along said Southwest margin to the Southeast margin of 151st Avenue S.E. (George S. Farmer Road);

Thence Southwesterly along said margin to the intersection with the Easterly boundary of the plat of Hilltop Community, recorded in Volume 47 of Plats, Pages 28-29, records of King County;

Thence Northerly along said Easterly boundary, also being the Westerly boundary of Lots 16A through 19, Block 1, of the plat of Horizon View Division A to the Northwest corner of said Lot 16A;

Thence Westerly along the South boundary of said Block 1 to the Southwest corner of Lot 3, also being on the East line of Lot 2;

Thence Southerly along the East boundary of Lots 2 and 1 of said Block 1 and the extension thereof to a point on said line being 33.98 feet Southerly from the Southeast corner of said Lot 1;

Thence Northwesterly to the Southwest corner of said Lot 1;

Thence Westerly along the South line of said plat to the Southwest corner of Lot A thereof , being the TRUE POINT OF BEGINNING.

Exhibit A-2

Legal Description of Additional Annexation Area

Hilltop Annexation Area

HILLTOP ANNEXATION AREA

Commencing at the Southeast corner of the Northeast Quarter of Section 22, Township 24 North, Range 5 East, W.M., being the TRUE POINT OF BEGINNING;

Thence Westerly along the South line of said Northeast Quarter to the Southwest corner of the Southeast Quarter of said Northeast Quarter;

Thence Northerly along the West line of said Southeast Quarter of the Northeast Quarter, also being the Westerly boundary of the plat of Hilltop Community, recorded in Volume 47 of Plats, Pages 28-29, records of King County, to the Southwest corner of the plat of Belvedere, recorded in Volume 152 of Plats, Pages 40-41, records of King County;

Thence Easterly along the South line of said plat of Belvedere to the Southeasterly corner thereof;

Thence Northerly along the East boundary of said plat and the extension thereof, which becomes common with the East boundaries of Lots 1 and 2, Block 1, plat of Horizon View Addition Division A, recorded in Volume 48 of Plats, Pages 44-47, records of King County, to the Southwest corner of Lot 3 of said plat of Horizon View;

Thence Easterly along the North boundary of the plat of Hilltop Community, also being the South boundary of the plat of Horizon View Addition Division A, to the Northeasterly corner of the plat of Hilltop Community;

Thence Southerly along the East boundary of said plat of Hilltop Community to the Southeast corner thereof;

Thence Westerly along the South boundary of said plat also being the North boundary of Lots 60-70 of the plat of Forest Glen East Division 2, recorded in Volume 121 of Plats, Pages 22-25, records of King County, to the Northwest corner of said Lot 70, being a point on the East line of the Southeast Quarter of Section 22, Township 24 North, Range 5 East, W.M.;

Thence Northerly along said East line to the Southeast corner of the Northeast Quarter of said Section 22, being the TRUE POINT OF BEGINNING.

Exhibit B – Records to be provided to Bellevue by King County

*King County Departments: Real Estate Services (**RES**); Department of Development and Environmental Services (**DDES**); Water and Land Resources Division (**WLRD**); Road Services Division (**Roads**)

E.D. = Effective Date

Agreed Date	Assigned Department*	Records
		Land Use and Development Services
E.D.	DDES	A.1. Pre-annexation building permit applications and pre-annexation land use permit applications filed with King County, as defined in Exhibit C, including specific identification of vesting status and of permits subject to expiration by operation of applicable King County ordinance.
E.D.	DDES WLRD	A.2. A list and brief explanation of all Annexation Area code enforcement cases (including those pertaining to surface water codes and surface water conveyance system violations by private property owners) under review by the County at the time of annexation.
E.D.	DDES	A.3. Sensitive Areas - documentation of any known sensitive areas not shown on the critical areas map, in the form of parcel data files; and including any pre-application documentation that is pending or was made between June 1, 2010 and the effective date.
E.D.	DDES	A.4. List of approved land use and zoning permits issued for the last 10 years including Planned Unit Developments (PUDs), Planned Residential Developments (PRDs) and Conditional Use Permits (CUPs), by reference to parcel number.
E.D.	DDES	A.5. Buildable Lands information: Copies of subdivisions approved or pending but not recorded, from 2006 to current.
E.D.	DDES	A.6. Buildable Lands information: List of any subdivision approvals that have expired without being recorded.
		Storm and Surface Water Management
E.D. + 3 months	WLRD	B.1. Record drawings (design or as-built) for private storm and surface water facilities in the area requested in writing by the City by E.D. from a list provided by WLRD, with associated private O&M requirements, and any historical communications about O&M of said facilities between KC and private owner.
E.D. + 3 months	WLRD	B.2. Provide any KC NPDES permit required submittals and all records that document the county's annual compliance report responses to permit requirements for the annexed areas including, at a minimum, annual report records that document the responses in the two most recent NPDES annual reports. This includes maps, as-built drawings (or design drawings if as-builts are unavailable), inspection and maintenance records for the county's municipal storm system including the regional

		storm facilities, drainage systems on county-owned properties (such as Parks), and catch basins, manholes, swales, oil/water separators, vaults, low impact development BMPs and other storm drainage facilities located in public rights of way and in county easements. It includes these same records for private storm drainage systems. It also includes permit records for and stormwater standards applied to new development and redevelopment projects constructed since January 1, 2010; and IDDE investigations and/or reconnaissance records.
E.D. + 3 months	WLRD	B.3. All known information about streams identified by the city that flow through the area, with associated records, including basin studies, water quality studies, streamflow analyses, flooding history, sedimentation sources, fish barriers, and stream typing.
E.D. + 3 months	WLRD	B.4. Any information regarding violations of state water quality regulations or NPDES permit within the annexation area.
E.D.	WLRD	B.5. Copies of unprotected records related to drainage and water quality claims for damages, received, investigated and resolved by King County for the last five years. Include investigation reports, studies and the amount paid for each claim (if any) or the reason for denial of the claim.
E.D.	WLRD	B.6. List of drainage and water quality complaints investigated by King County in the county tracker system.
E.D.	Roads	B.7. Capital Improvement Program documents for CIP 200211 related to stream habitat, water quality and drainage/flooding; also include documentation of any outstanding utility debt service on that project.
		Transportation
E.D. + 2 months	Roads	C.1. Street sign inventory/asset inventory.
E.D.	Roads	C.2. The list of all metered and flat rate electrical services that KC currently pays for.
E.D.	Roads	C.3. Pavement management records/history for all sections of roadway in the annexation area for the ten years previous to the Effective Date.
E.D. + 3 months	Roads	C.4. Any active contracts for work in the right of way or on County-owned property for which the City may be liable for contract continuance.
E.D.	Roads	C.5. All project plan details and as-builts for construction or major maintenance activities within the right of way and County owned properties. All records will be limited to those in electronic form and will be produced in electronic form. The County will provide archived hard copy details upon request.
E.D. + 2 months	RES	C.6. Pre-annexation right of way use permit applications filed with King County for the ten years previous to the Effective Date, including name of permit holder and location.

E.D.	Roads	C.7. Copies of records related to claims for damages, received, investigated and resolved by King County for incidents within the right of way or county-owned properties for the last five years. Include investigation reports, studies and the amount paid for each claim (if any) or the reason for denial of the claim.
E.D.	Roads	C.8. Asset inventory information related to the maintenance and operation of traffic signals in the county access database.
E.D. + 3 months	Roads	C.9. All records pertaining to design and construction of speed humps, curb bump outs, traffic circles, traffic-related road closures and other traffic calming devices or programs.
		Real Property, road-related property, General Contracts, and Documentation
E.D. + 3 months	Roads	D.1. The valuation method for each of the capital assets on the County's books that will transfer to the City. This information will be provided to the County's current GASB format.
E.D.	Roads WLRD	D.2. Any record drawings (design or as-built) for public storm and surface water facilities in rights-of-way or tracts that will become the city's responsibility. In addition to scanned drawings in the County's "vault", any records in AutoCAD or GIS format, any tables with associated attribute data (such as size, material, date installed, condition based on observation, repair history)

Exhibit C—Road-Related Property

Road-Related Property Transferred from King County to the City of Bellevue Described as Follows:

Right of Way Tract Owned by King County and Described as follows:

LEGAL DESCRIPTION:

PIN #942950-0172
That portion of Lot 36, Willow Ridge Tracts, Volume 38 of Plats, page 26, records of King County, Washington, describes as follows:
Beginning at the most northerly corner of said Lot 36; thence S 64-26-19 E along the northeasterly line thereof, 47 ft., to the true point of beginning;
Thence continuing S 64-26-19 E, along said northeasterly line, 40.47 ft.;
Thence S 34-17-00 W 63.14 ft.;
Thence N 55-43-00 W 40 ft.;
Thence N 34-17-00 E 57 ft to the true point of beginning.

Exhibit D —Drainage Property Interests and Facilities Transferred from King County to Bellevue Upon Annexation of Eastgate, Hilltop/Horizon View, and Tamara Hills Areas

1. Drainage Related Lands owned by King County and Described as Follows:
TRACT C, Crestmont, as recorded in Volume 188 of Plats, pages 057 thru 059, records of King County, Washington (Tax Account #183698-0280)
TRACT G, Crestmont, as recorded in Volume 188 of Plats, pages 057 thru 059, records of King County, Washington (Tax Account #183698-0310)
TRACT D, Crossview, as recorded in Volume 185 of Plats, pages 093 thru 095, records of King County, Washington (Tax Account #185475-0150)
TRACT E, Crossview, as recorded in Volume 185 of Plats, pages 093 thru 095, records of King County, Washington (Tax Account #185475-0160)
TRACT B, KCSP S89S0352, filed under recording #950424-9017, records of King County, Washington. (Tax Account #132405-9153)
TRACT A, KCSP L95S0015, filed under recording #19991130-900008, records of King County, Washington. (Tax Account #132405-9160)
Detention Pond Area in the following described parcel:
Portion of the east 4 acres of the south half of the south half of the northeast ¼ of the southeast ¼ of Section 14, Township 24 North, Range 5 East, W.M., in King County, Washington except county road; more particularly described as follows:
Commencing at the NE corner of the above described parcel and proceeding along the north line of the south ½ of the south ½ of the NE ¼ of the SE ¼ of said section 14, N 88-58-52 W 266.55 ft to the true point of beginning, thence continuing on said north line N 88-58-52 W 144.58 ft to a point on a curve, thence along a curve to the left the radius point of which curve bears N 57-33-50 E, said curve having a radius 156.00 ft and a delta angle of 56-32-42 along an arc distance of 153.96 ft, thence S 88-58-52 E 30.22 ft, thence N 11-41-38 W 71.76 ft to the true point of beginning. (Tax Account #142405-9147)
TRACT C, KCSP L00S0015, filed under recording #20050823-900023, records of King County, Washington. (Tax Account #142405-9157)
TRACT G, North View Addition, as recorded in Volume 230 of Plats, pages 043 thru 044, records of King County, Washington. (Tax Account #615450-0100)
TRACT Y, Bakerview, as recorded in Volume 186 of Plats, pages 001 thru 003, records of King County, Washington. (Tax Account #037830-0140)
TRACT A, KCSP L05S0028, filed under recording #20070717-900017, records of King County, Washington. (Tax Account #942950-0128)

5/30/12 5/30/12

2. All Drainage Easements dedicated to King County or the public in the following recorded plats, pages, records of King County:

Eastgate

Plat Name	book	page	L_page	Major
BAKERVIEW	186	001	003	037830
CRESTMONT	188	057	059	183698
CROSSVIEW	185	093	095	185475
LAKEMONT COURT DIV 1	237	055	059	413938
GARDEN BROOK DIV NO. 01	082	014	000	269400
GARDEN BROOK DIV NO. 02	~~0~~84	053	000	269410
GARDEN BROOK DIV NO. 02 CORR PLAT	092	045	046	269411
COUGAR HILLS DIV NO. 02	076	045	046	177760
CARROLL HEIGHTS ADD	079	007	000	140400
BALCH & JOHNSONS ADD TO EASTGATE	053	015	000	038400
EASTGATE ADD DIV A	051	084	085	220050
EASTGATE ADD DIV B	052	013	018	220150
EASTGATE ADD DIV C	052	083	084	220250
EASTGATE ADD DIV D	053	034	035	220350
EASTGATE ADD DIV E	053	041	042	220450
EASTGATE ADD DIV F	058	083	000	220500
EASTGATE ADD DIV G	054	018	019	220550
EASTGATE ADD DIV H	054	069	070	220570
EASTGATE ADD DIV K	055	021	022	220650
EASTGATE ADD DIV M	054	078	000	220690
EASTGATE ADD DIV P	059	099	000	220700
EASTMONT HOME TRS	057	090	091	221170
EASTVIEW HOMES ADD	053	039	000	221410
HORIZON VILLAGE AT SOMERSET	236	071	077	346130
HERITAGE VIEW III	218	076	078	326059
SOMERSET VILLAGE TOWNHOMES	173	044	049	785668
NORTH VIEW ADDITION	230	042	044	615450
HOMEWOOD ESTATES ADD	071	076	000	344700
JEFFREY HEIGHTS ADD	065	079	000	368590
LEAWOOD ADD	062	090	000	424600
NEWPORT HEIGHTS ADD	051	060	000	607050
MEYERS ADD TO EASTGATE	063	065	000	549520
NELSONS H E EASTWAY PARK	058	056	000	602800
MARTINDALE ADD	045	017	000	517570
MARTINDALE ADD REPLAT OF TRS	066	091	092	517580

2-7				
MARTINDALE ADD NO. 02	045	043	000	517630
SOMERSET CREEK PH 01	077	007	010	785648
SOMERSET CREEK PH 02	077	082	083	785648
SOMERSET CREEK PH 03	079	001	002	785648
SOMERSET CREEK PH 04	079	008	009	785648
SOMERSET CREEK PH 05	079	069	070	785648
SOMERSET CREEK PH 06	082	031	034	785648
SOMERSET CREEK PH 07	082	089	091	785648
SOMERSET CREEK PH 08	083	001	003	785648
SOMERSET CREEK PH 09	083	031	033	785648
SOMERSET CREEK PH 10	083	034	036	785648
ST FRANCIS WOOD	086	017	018	750450
SAMMAMISH TERRACE ADD	080	065	000	752640
WILLOW RIDGE TRS	038	026	000	942950
VALE-N-VIEW	082	077	000	884990
LAKEPOINTE	195	040	042	414093
EAST BELLEVUE BUNGALOWS	271	061	062	215453

Hilltop/Horizon View

Plat Name	book	page	L_page	Major
HILLTOP COMMUNITY	047	028	029	337790
HORIZON VIEW ADD DIV A	048	044	047	345990
HORIZON VIEW DIV C	056	020	021	346030

Tamara Hills

Plat Name	book	page	L_page	Major
EASTGATE ADD DIV L	055	047	048	220670
TAMARA HILLS	090	058	059	856280

Exhibit D-1

Drainage Facilities in Eastgate Area* to be Transferred to Bellevue

K.C. File number	FACILITY NAME	FACILITY ADRESS	On publicly owned tract?	if yes, parcel #
D91800	KCSP 0180055	16619 SE 43rd St	N	
D92459	KCSP S89S0352, S89S0353	16521 SE 43rd St	Y	1324059153
D92546	KCSP L95S0015	4208 167th Ct SE	Y	1324059160
D92645	Lakepointe Tr A	4462 163rd Pl SE	N	
D92807	Crestmont	4500 163rd Pl SE	Y	1836980280
D92808	Crestmont	16200 SE 45th Pl	Y	1836980310 142405-9147
D92814	Cross View	4501 160th Ave SE	Y	1854750150 1854750160
D92815	Baker View	4400 160th Ave SE	Y	378300140
D92963	KCSP L00S0015	4460 158th Pl SE	Y	1424059157
D93033	Lakemont Court - Tr D	16018 SE 45th Pl	N	
D93034	Lakemont Court - Tr B	16130 SE 45th Pl	N	
D93053	Willow Ridge	17017 NE Newport Wy	N	
D93063	North View Addition	4560 164th Way SE	Y	6154500100
D93119	Heritage View Div 3	4454 162nd Ct SE	N	
DR0581	Van Etten Sediment Pond	15431 SE 42nd St.	N	

***No publicly or privately inspected and/or maintained drainage facilities identified in Tamara Hills or Hilltop/Horizon View annexation areas.**

Exhibit D-2

Privately Maintained Drainage Facilities in Eastgate Area*

D95149	City of Bellevue Water Tank	4330 164th Wy SE	N
D95150	M & H Building	3801 150th Ave SE	N
D95152	Horizon Village at Somerset	15238 SE 43rd Ct	N
D98383	Vasa Creek Woods Apartments	15406 SE Newport Wy	N
D98422	Eastgate Plaza Office Bldg	14725 SE 36th St	N
D98824	Somerset Village Condominiums	13815 SE Allen RD	N
D98825	Somerset Village Condominiums	13800 SE Newport Way	N
DS0028	Elenes Residence	17199 SE 43rd St	N

***No publicly or privately inspected and/or maintained drainage facilities identified in Tamara Hills or Hilltop/Horizon View annexation areas.**

Exhibit E

Development Services Agreement Provisions

This Exhibit E is adopted as part of the Agreement made and entered into this day by and between the City of BELLEVUE, a State of Washington municipal corporation ("City") and King County, a political subdivision of the State of Washington ("County") for the purposes of land use, building, and related permit processing. Together, the City and the County are referred to as "the Parties."

WHEREAS, the City will annex an area of unincorporated King County described in Exhibit A-1 and may annex an additional area of unincorporated King County (collectively referred to as the "Annexation Area"); and

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

WHEREAS, the County and City agree that having County staff process certain Annexation Area building permits and land use applications on behalf of the City for a transitional period will assist in an orderly transfer of authority and jurisdiction; and

WHEREAS, it is the parties' intent that permits will be processed in accordance with this Exhibit E and applicable laws, including laws regarding vested rights; and

WHEREAS, this Agreement is authorized by the Interlocal Cooperation Act, RCW Chapter 39.34;

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

1. <u>Term/Effective Date</u>.

This Exhibit E shall be deemed to take effect following the approval of the Agreement by the official action of the legislative 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 date signed by both parties. As used herein, "Effective Date" shall refer to the date of annexation to the City.

2. <u>Pre-annexation Building Permit Applications Filed with King County</u>.

2.1 Except as otherwise provided for herein, the County shall continue to review on behalf of the City all vested building-related permit applications filed with the County before the Effective Date of annexation that involve property within the Annexation Area in accordance with this Exhibit E.

2.2 For the purposes of this Exhibit E, building-related permits include but are not limited to building permits, mechanical permits, fire systems/fire sprinkler permits, clearing and grading permits, sign permits and right-of-way permits. Review by the County shall occur in accordance with the regulations to which the applications are vested. Any decision regarding whether or when an application has vested or has subsequently expired shall be made by the City after consulting King County.

2.3 Except as provided in Section 2.9, if a vested permit has been reviewed and issued by the County prior to the Effective Date, the County shall complete all post-issuance plan reviews and inspections. The County shall confirm payment of required impact fees and notify the City that all impact fees have been paid.

2.4 If a vested permit has been partially reviewed as of the Effective Date, but the permit has not been issued, the County shall complete the plan review, issuance and post-issuance administration and inspection.

2.5 The County's review of building-related permits shall include rendering decisions to approve, condition or deny such applications, conducting inspections, issuing correction notices, certificates of occupancy, permit extensions and completion of extensions, and evaluating compliance with approval conditions that extend beyond issuance of a certificate of occupancy. The County agrees to consult with the City prior to rendering any administratively appealable building-related permit decision. Administrative appeals of building related permit decisions, if administrative review is allowed, shall be processed in the same manner as appeals of land use permits as addressed in Section 2.2 and 4.2; provided that the City and County may agree to have the County conduct such appeals on behalf of the City in particular instances where such processing by the County would further the orderly transition envisioned by this Agreement.

2.6 The County shall receive and process any permit applications made following the Effective Date that implement conditions of a Commercial Site Development permit issued by the County prior to the Effective Date. County permits that implement conditions of a Commercial Site Development permit include those related to site, drainage, and infrastructure issues, but not building permits. After the Effective Date, the City of Bellevue shall receive and process any new building permit applications and new ancillary permit applications, such as fire and mechanical permits of an approved project.

2.7 The County shall review and make a recommendation to the City on requests to renew or extend County permits within the Annexation Area that are approaching their expiration date without having completed the permitted activity. The City shall render any final decisions on such requests. It is the intention of the parties to cancel permits from the County permit system that have expired by operation of applicable King County ordinance, then require a new application submittal to the City.

2.8 For those building related permits issued by King County prior to the Effective Date, the County shall review and render decisions on requests for changes or revisions to approved construction documents up to the time that either a certificate of occupancy is issued or final construction approval has been issued for the project. If after the Effective Date, a request for a change or revision to an approved construction document is deemed by the County to be substantial (e.g. the original house plan is substituted by a substantially different house plan), then a new application to the City shall be required. The County shall consult with the City to help determine what is deemed a "substantial" change or revision. Following issuance of the certificate of occupancy or final construction approval, requests for revisions to the approved set of plans shall be referred to the City to process as new permit applications.

2.9 If a permit has been issued by the County and the applicant has not submitted a request for inspection to the County by the Effective Date, the County shall inform the City and the City shall have the opportunity, but not the obligation, to assume responsibility for the inspections and administration of that permit. Any unexpended permit fees associated with the permit shall be refunded to the applicant by the County. The City will assess and collect fees for City services according to the City fee schedule and continue processing the permit according to City procedures. The permit will be administered subject to all terms and conditions established by the County, unless revisions are subsequently requested by the applicant and approved by the City.

2.10 The County shall review and make recommendations to the City's Transportation Director and the Utilities Director or their designees on applications to vary adopted road or drainage standards that are made in conjunction with a building related application being reviewed by the County pursuant to this Exhibit E. All final decisions on such variance applications shall be rendered by the City.

2.11 Prior to the Effective Date, the County shall review all building-related permit files and determine whether any applications or issued permits have expired under the terms of applicable County codes and regulations. If the County determines that a permit or application is so expired, the County shall notify the applicant or permit holder in writing of such expiration and shall provide the City a copy of such notice.

3. <u>Pre-annexation Land Use Permit Applications Filed with King County</u>.

3.1 Except as otherwise provided for herein, the County shall continue to review on behalf of the City all vested land use permit applications filed with the County before the Effective Date of annexation that involve property within the Annexation Area. Review by the County shall occur in accordance with the County regulations to which the applications are vested. Any decisions regarding whether or when an application has vested or has subsequently expired shall be made by the City after consulting King County.

3.2 For those vested land use applications that do not require a public hearing prior to decision, the County will continue to review such applications as follows:

A. If a final decision has not been made by the Effective Date, the County shall complete the review and make a report and recommendation to the City's Development Services Director or his designee in accordance with the County regulations to which the applications are vested. Any final decisions to approve, deny, or approve with conditions such applications shall be made by the City's Development Services Director or designee in accordance with the County regulations to which the applications are vested and will be processed pursuant to the City's Process II land use review and appeal procedures (Chapter 20.35 BCC).

B. If a final decision has been made and a timely appeal of the administrative decision has been filed prior to the Effective Date, the permit record shall be transmitted to the City Hearing Examiner. Any final decision on appeal of such application shall be made by the City's Hearing Examiner in accordance with the County regulations to which the applications are vested and will be processed pursuant to the City's Process II appeal procedures (Chapter 20.35 BCC).

3.3 Notwithstanding any other provision of this Agreement, applications for any rezone and any associated permit applications shall be referred to the City for all further processing.

3.4 For those vested land use applications that require a public hearing prior to decision, e.g., preliminary subdivisions or conditional uses, the County shall continue to review the application as follows:

A. If the public hearing on the application was held prior to the Effective Date, the County shall complete the review up to and including the point of final recommendation. Any final decision shall be made by the City Hearing Examiner in accordance with the County regulations to which the application is vested, and shall be processed pursuant to the City's applicable Process I land use review and appeal procedures (Chapter 20.35 BCC).

B. If the public hearing on the application was not held prior to the Effective Date, the County shall complete the review and make a report and recommendation to the City's Development Services Director or his designee in accordance with the County regulations to which the applications are vested. The final recommendation shall be made by the City Development Services Director in accordance with the County regulations to which the application is vested and a public hearing shall be scheduled before the City's Hearing Examiner and the City's Hearing Examiner will make the final decision pursuant to the City's applicable Process I land use review and appeal procedures (Chapter 20.35 BCC).

3.5 For those vested final subdivision, short plat and binding site plan applications that have received preliminary approval prior to annexation, the County shall continue to complete post-preliminary review up to and including the point of making a final recommendation on the specific application(s). The final decision on the application shall be made by the City in accordance with the County regulations to which the application is vested. All subsequent post-preliminary approval applications shall be submitted to and decided by the City. For purposes of this section, post-preliminary review includes engineering plan approval, final plat, short plat or binding site plan approval, and construction inspection approval.

3.6 The County shall review and make recommendations to the City's Development Services Director on applications to vary adopted road or drainage standards that are made in conjunction with a land use application being reviewed by the County pursuant to this Agreement. All final decisions on such variance applications shall be rendered by the City.

3.7 The County shall review and render decisions on requests for changes to approved land use permit engineering plans up to the time that final construction approval has been issued for the project. Following issuance of final construction approval, requests for changes to the approved set of plans shall be referred to the City. As-built drawings of the final approved construction shall be forwarded to the City.

3.8 Prior to the Effective Date, the County shall review all land use application files and determine whether any applications or approvals have expired under the term of applicable County codes and regulations. If the County determines that a permit or application is so expired, the County shall notify the applicant or permit holder in writing of such expiration and shall provide the City a copy of such notice.

4. <u>List of Projects, Exclusionary Option, Notice of Meetings, and Permit Data</u>.

4.1 The County shall provide to the City on the Effective Date a list of all vested building, land use and associated ancillary permit applications pending within the Annexation Area. The list shall be reviewed and updated prior to transmittal to the City to exclude all permits that have expired by operation of applicable King County ordinance. These permits shall be canceled from the County permit system and notification of the cancellation shall be provided to the applicant. It is the intention of the parties that a new application to the City shall be required. The updated and reviewed list shall include the status of the projects as it is shown in the County permit system. This information shall be updated and provided quarterly until all permits on the list have been finalized, expired or otherwise completed. The City may at any time exclude from review pursuant to this Exhibit E any application(s) on any such list upon providing to the County ten days advance written notice of its intent to exclude the application(s). Upon exclusion of any application from review under this Section, the County shall turn the application over to the City for all further processing, and shall be available for consultation with the City regarding the application.

4.2 The County shall notify the City of all technical screening meetings, pre-construction conferences and engineering pre-submittal meetings for projects being reviewed by the County under this Exhibit E. Such notice shall be provided promptly upon scheduling of the meeting. The City may participate in these meetings to learn more about the project and to offer comments.

4.3 The County shall provide the City with a copy of files and records of all land use and building permit applications processed under this Exhibit E upon completion of permit review, termination of permit review under Section 11, or expiration of the Agreement, whichever comes first.

4.4 The County shall provide to the City digital files of historic and open permit data for the Annexation Area that is in the County's permit database. The County's obligation shall be to provide the data in the format used by the County. It shall be the City's obligation to convert the data in such a way as to meet the City's needs. The County shall provide a subsequent and final download, showing all data through the Effective Date.

4.5 No later than 30 days following the Effective Date, the County shall provide to the City a list of all traffic impact fees and fees in lieu of park dedication collected by the County for development activity where all site improvements and building construction have not been completed prior to the Effective Date of annexation.

4.6 The County shall provide written notice to any potential applicant that had contacted the County for a pre-application or other preliminary meeting prior to submitting an application and for which no application was filed prior to the Effective Date informing such potential applicant that land use and development authority resides with the City, under applicable City codes and regulations as a result of annexation. The County shall provide the City copies of all such notices.

5. <u>SEPA Compliance</u>.

5.1. For those vested building and land use applications described in paragraphs 1.5, 2.2 and 2.4, the County will continue to process the SEPA components of the applications and shall make a report and recommendation to the City's Environmental Coordinator based upon the County policies and regulations to which the applications are vested. Any final SEPA threshold determination shall be made by the City's Environmental Coordinator pursuant to the City's Process II land use review and appeal procedures (Chapter 20.35 BCC).

5.2 For those vested building permit applications described in Section 1 requiring a SEPA threshold determination and for which a SEPA threshold determination has not been issued prior to the Effective Date, the County will not take final action upon the application until the City's Environmental Coordinator has acted.

5.3 The County agrees to provide technical and administrative SEPA assistance to the City's Environmental Coordinator. Such assistance may include, but is not limited to:

- Review of an applicant's environmental checklist and collection of relevant comments and facts;
- Preparation of a proposed SEPA threshold determination with supporting documentation for approval, which will include citations to a) King County Code provisions that compliance with will negate a probable significant adverse impact, and b) King County Code substantive authority for recommended mitigation measures;
- Publication and notice by the County on behalf of the City's Environmental Coordinator;
- Preparation and submittal of a written review and comment on any appeal received on a SEPA threshold determination recommended by County staff to the City's Environmental Coordinator l;
- Attendance at appeal hearings to testify with respect to analysis of environmental impacts, mitigation measures and the environmental review process;
- Preparation of any required draft, final, addendum or supplemental EIS for approval of the City's Environmental Coordinator; and
- Coordination of adopted or required SEPA measures of mitigation with project review staff.

6. <u>Administrative and Ministerial Processing</u>.

County review specified in this Exhibit E is intended to be of an administrative and ministerial nature only. Any and all legislative or quasi-judicial decisions or decisions of a discretionary nature shall be made by the City's designated decision maker and processed pursuant to the City's applicable review and appeal procedures.

7. <u>Code Enforcement</u>.

7.1 The County shall provide the City on the Effective Date, a list and brief explanation of all Annexation Area code enforcement cases (including those pertaining to surface water codes) under review by the County at the time of annexation. Except where the code enforcement case is associated with permits that will continue to be processed by the County under Sections 1 and 2 above, the City shall be responsible for undertaking any code enforcement actions following the Effective Date of annexation. The County shall provide the City with copies of any Annexation Area enforcement files requested by the City.

7.2 Code enforcement abatement actions necessary to eliminate public health or safety hazards shall be the sole responsibility of the City.

7.3 The County is authorized on behalf of the City to enforce conditions of approval for those permits that the County processes pursuant to this Exhibit E. Pursuant

to this provision, the County's authorization shall mean issuing corrective notices and/or withholding permit approval or recommendation of approval. If code compliance remains unresolved after the first notice, the County shall notify the City and, at the City's discretion, the City may initiate code enforcement cases, assess civil penalties, initiate financial guarantee recall, or otherwise take legal action to remedy the violation or non-compliance.

8. Financial Guarantees.

8.1 Any financial guarantee that is intended to secure compliance with project conditions that are being or will be reviewed by the City shall be turned over to or posted with the City, which shall have sole authority and discretion over its release and/or enforcement. Any financial guarantee that has been posted or is otherwise required in order to guarantee compliance with conditions that are being reviewed by the County pursuant to this Agreement shall be retained by or posted with the County. On behalf of the City, the County is authorized to accept such financial guarantees and to release them where it determines that conditions for release have been satisfied. In making such decisions whether to release a financial guarantee instrument, the County shall seek direction from the City. The City shall be solely responsible for making any demands or initiating any legal action to enforce financial guarantees for Annexation Area projects; provided however, that the County shall cooperate in any manner necessary to implement or otherwise draw upon a financial guarantee.

8.2 Except for those projects on which the County has prior to the Effective Date of annexation of the Annexation Area assessed required financial performance guarantees, the City shall have sole discretion and responsibility on the assessment of financial performance guarantees required of an applicant to secure compliance with permit or development-related requirements. The City shall have sole discretion and responsibility on the release and enforcement of all required financial performance guarantees required of the applicant to secure compliance with permit or development-related requirements. The County will not release any construction performance guarantees until the permittee has secured the required maintenance/defect bond or equivalent for the benefit of the City. The County will not release any maintenance/defect bonds until the City has reviewed the development-related improvements with the County inspector and agrees that the bond should be released. Notwithstanding the foregoing, upon special written request by the City, the County may agree to assist the City in determining whether to enforce or release particular financial guarantees. Such assistance from the County shall not include the initiation or undertaking of legal actions except where the City has no standing to initiate or undertake legal action.

9. Processing Priority.

Within budgetary constraints, the County agrees to process pre-annexation building and land use applications in accordance with the County's administrative procedures, at the same level of service as provided to County applications.

10. Fees and Reimbursement.

10.1 The City shall adopt legislation authorizing the County to charge applicants fees in amounts currently specified or hereafter adopted in King County Code Title 27 for applications processed by the County in accordance with the terms of this Agreement.

10.2 In order to cover the costs of providing services pursuant to the terms of this Exhibit E, the County is authorized to collect and retain such application and other fees authorized by the County fee ordinances adopted by the City pursuant to Section 10.1 above, or as may be modified at some future date by the County and the City.

10.3 In order to cover the costs of providing review, technical and administrative assistance, and other services not otherwise reimbursed pursuant to this Exhibit E, including but not limited to providing testimony at public hearings, the City shall pay the County at such hourly rate as specified in the version of King County Code Title 27 in effect at the time the services are performed. The County shall not seek reimbursement under this Section for review services performed on an individual permit application where the County has already been compensated for such services by the receipt of permit application review fees. The County shall provide the City with quarterly invoices for assistance and services provided, and the City shall tender payment to the County within thirty days after the invoice is received. The City shall retain the right to pre-authorize the County services contemplated by this Section 10.3, including the estimated cost of such services. Such pre-authorization by the City must be in writing. If the City does not provide pre-authorization, then the County shall neither provide nor invoice such services.

10.4 For permit applications initiated with the County and later forwarded to the City for completion, the County shall refund to the applicant any unexpended portion of any fees collected by the County. The City shall assess and collect fees for City services according to the current City fee schedule and continue administrating the permit according to City procedures.

10.5 No later than May 30, 2012, the County shall pay to the City any unexpended traffic impact fees collected by the County for development activity where all site improvements and building construction have not been completed prior to the Effective Date of annexation. Traffic impact fees collected by the County for permits that have not been issued shall be refunded to the applicant by the County. The City will assess and collect traffic impact fees for permits that the City has assumed responsibility for prior to permit issuance.

11. Termination.

Either party may terminate this Exhibit E for good cause shown upon providing at least thirty (30) days written notice to the other party. Upon expiration of this Agreement or termination of this Exhibit E, the County shall cease further processing and related

review of applications it is processing under this Exhibit E. The County shall thereupon transfer to the City those application files and records, posted financial guarantee instruments, and unexpended portions of filing fees for pending land use and building-related applications within the Annexation Area. Upon transfer, the City shall be responsible for notifying affected applicants that it has assumed all further processing responsibility.

12. Extension.

The City and County may agree to extend the duration of this Exhibit E through December 31, 2019 or to a date prior thereto. In order for any such extensions to occur, the City shall make a written request to the County not less than sixty (60) days prior to the otherwise applicable expiration date. Any agreement by the County to the proposed extension(s) shall be made in writing. If the parties have not agreed to the extension in writing by the otherwise applicable expiration date, this Exhibit E shall expire.

13. Application Process.

The City will prepare a document describing the handling of applications based upon this Exhibit E. Both the City and the County will have that document available for applicants.

14. Indemnification, Hold Harmless and Defense.

14.1 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 its obligations under this Exhibit E. 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.

14.2 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 its obligations under this Exhibit E. 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.

14.3 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.

14.4 In executing this Agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility that arises in whole or in part from the existence or effect of City ordinances, rules, regulations, policies or procedures as applied to the permits and applications addressed in this Exhibit E. If any cause, claim, suit, action or proceeding (administrative or judicial), is initiated challenging the validity or applicability of any City ordinance, rule or regulation arising from the parties' performance of this Exhibit E, the City shall defend the same at its sole expense and if judgment is entered or damages awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and attorneys' fees.

14.5 In executing this Agreement, the City does not assume liability or responsibility for or in any way release the County from any liability or responsibility that arises in whole or in part from the existence or effect of County ordinances, rules, regulations, policies or procedures as applied to the permits and applications addressed in this Exhibit E. If any cause, claim, suit, action or proceeding (administrative or judicial), is initiated challenging the validity or applicability of any County ordinance, rule or regulation arising from the parties' performance of this Exhibit E, the County shall defend the same at its sole expense and if judgment is entered or damages awarded against the County, the City, or both, the County shall satisfy the same, including all chargeable costs and attorneys' fees

15. <u>Personnel</u>.

Control of County personnel assigned by the County to process applications under this Exhibit E shall remain with the County. Standards of performance, discipline and all other aspects of performance shall be governed by the County.

16. <u>Administration</u>.

This Exhibit E shall be administered by the County Director of the Department of Development and Environmental Services or his/her designee, and by the City's Development Services Director or his/her designee.

17. <u>Legal Representation</u>.

The services to be provided by the County pursuant to this Exhibit E do not include legal services, which shall be provided by the City at its own expense.

Exhibit F. Interlocal Agreement for 150th Avenue S.E.

9924

INTERLOCAL AGREEMENT FOR
150TH AVENUE S. E.

THIS AGREEMENT made and entered into by and between the County of King, a governmental subdivision of the State of Washington, hereinafter called the "County" and the City of Bellevue, a municipal corporation of the State of Washington, hereinafter called the "City", for the purpose of completing the design and construction of improvements to 150th Avenue SE from SE 37th Street (and the eastbound off-ramp from I-90) to SE Newport Way, hereinafter called the "Project".

WHEREAS, the County and the City agree that 150th Avenue SE provides an important link in the regional transportation system; and

WHEREAS, the need for the Project is consistent with *Vision 2020* policies and is identified in the *County Transportation Plan, Transportation Needs Report, Newcastle Community Plan, Newcastle Facilities Update, East Bellevue Transportation Plan*, and the *Newcastle Transportation Facilities Plan*; and

WHEREAS, the 150th Avenue SE corridor between SE 37th Street and SE Newport Way serves residents of both the City and the County; and

WHEREAS, the City and the County entered into an interagency agreement in September, 1992 for the completion of the *SE Newport Way/150th Avenue SE Feasibility Study*; and

WHEREAS, the Project is identified in the Final Report of the above study, which was completed in October, 1994; and

WHEREAS, funding is appropriated in the City's Capital Investment Program for the Project; and

WHEREAS, the City has been awarded a federal Surface Transportation Program grant for the Project; and

WHEREAS, the Project is programmed in the County's 1996-2001 Capital Improvement Program pursuant to Bellevue's request to implement this joint project; and

WHEREAS, the Project lies partly within unincorporated King County within Bellevue's sphere of influence and partly within the municipal boundary of the City; and

WHEREAS, the County's portion of the 150th corridor is within a potential annexation area for the City;

NOW, THEREFORE, it is hereby covenanted and agreed by and between the parties hereto as follows:

I. SCOPE OF WORK

The scope of work for the Project is to design and construct the improvements to 150th Ave SE described in Attachment A, including the widening of 150th Ave SE from the eastbound I-90 off-ramp and frontage road (SE 37th St) to SE 38th St, a new sidewalk on 150th from SE 38th to Newport Way, and intersection improvements at SE 37th, SE 38th, and Newport Way. The Project will be designed and constructed consistent with City road design standards to the extent possible, taking into consideration the costs and relative benefits associated with the proposed improvements.

II. RESPONSIBILITIES - Project Management and Coordination

A. **Lead Agency.** The City shall be the lead agency for the Project.

B. **Lead Agency Responsibility.** The lead agency shall be responsible for managing the financial, engineering, right-of-way, and construction aspects of the Project.

C. **Rights of Way Acquisition.** The City shall be responsible for acquisition of all necessary property for the Project whether the property is in the City or the County. The County agrees to cooperate, as necessary, in the City's efforts to acquire property that lies within the unincorporated County area; the County agrees to use its land use authority to require dedication of the property required for the Project by any affected property owners with pending land use actions. The County authorizes the City to exercise eminent domain, as necessary, to acquire property for the Project that lies within unincorporated King County. The price of acquisition must be agreeable to both agencies. The City will ensure that any property it acquires for the Project that lies within unincorporated King County is in compliance with all federal, state and local environmental laws and regulations. Costs of litigation and judgment shall be considered Project costs eligible for the cost sharing agreement described in Section III.A.

D. **Review and Comment.** The lead agency shall give the other party twenty-one (21) days to review and comment when Project plans, specifications, and estimates are fifty percent complete and ninety percent complete and at other times as may be reasonably requested.

E. **Permits.** The lead agency shall be responsible for obtaining required permits. Any permits required from the other party shall be expedited pursuant to procedures the Road Services Division has established with the Department of Development and Environmental Services.

F. **Environmental Reviews.** The lead agency shall be responsible for all environmental reviews and approvals.

G. **Public Outreach.** The lead agency shall be responsible for all public outreach activities according to its normal practices.

H. **Project Completion.** Subsequent to Project completion, but prior to acceptance from the contractor, both agencies shall perform a mutual walk-through inspection of the

completed facility to assure themselves that it has been constructed in compliance with the intent of the plans and specifications. A letter from the King County Road Engineer, acknowledging completion of the Project to his/her satisfaction (or punch list, if necessary) shall be sent to the lead agency within thirty days of the walk-through or satisfactory completion of items on the punch list. Following acceptance of the Project from the contractor, the agency within whose jurisdiction any portion of the Project is located shall be the owner of such portion, and such portion shall be part of the road system of that agency.

I. **Scope Changes.** The City Transportation Director shall immediately advise the King County Road Engineer, in writing, of any significant scope changes which result in added costs in excess of the cost shown in Section IV.A. and shall propose a cost update review pursuant to Section III.D.

J. **Maintenance.** Following acceptance of the Project from the contractor, maintenance of the Project (e.g. pavement repair, signal and sign maintenance, and landscape maintenance, where applicable), or any portion thereof, shall be the responsibility of the agency within whose jurisdiction such portion is located unless a written agreement stipulating otherwise is signed by the appropriate City and County officials.

K. **Project Team.** The provisions of this Agreement will be managed by a Project Team composed of the King County Road Engineer or designee and the Bellevue City Transportation Director or designee with additional staff to be determined by each party.

L. **Administrative Procedures.** The Project Team will meet as necessary to ensure the provisions of the Agreement are fulfilled and will develop written procedures and records as required to accomplish the work of this Agreement.

M. **Conflict Resolution.** The Project Team will use consensus to reach agreements. In the event consensus cannot be reached on an issue, the parties will first seek the assistance of a neutral mediator, selected jointly. If the issue still cannot be resolved, the issue will be forwarded to the legislative authorities of the City and County for resolution.

III. FINANCIAL ARRANGEMENTS

A. **Project Cost Allocation.** Each jurisdiction shall be responsible for the costs of the portion of the Project located within its jurisdiction. The Project cost by jurisdiction and Project element is listed in Attachment A. Project costs shall be reported in a format that identifies these costs by jurisdiction and Project element, provided that engineering design and environmental study costs may be apportioned pursuant to the percentage of the costs within each jurisdiction. An amended cost distribution shall be developed subsequent to any agreed to cost changes.

B. **Appropriations.** Both agencies shall take action to submit appropriation requests to their respective legislative bodies to assure sufficient funds are available in their respective capital budgets to carry out the work as set forth in the schedule described in Section V.

C. **Funding Sources.** Each agency is entitled to use whatever mix of capital funds it deems appropriate for its share of the Project. This agreement does not preclude either agency from using grant moneys solely for its share of the Project. However, joint grant applications may be submitted which offset the total cost of the Project, and in those situations, the grant shall offset the Project costs in proportion to the cost of the Project within each jurisdiction pursuant to Section III.A. In the event cost changes occur after the award of the grant an adjustment to reflect the revised costs within each jurisdiction shall be undertaken.

D. **Cost Estimate Updates.** The lead agency shall provide updated Project cost estimates and related changes in cash flow requirements at least twice per year and at such other times as the lead agency may determine. Special design features or extra mitigation beyond the scope of the Project as herein defined shall be the responsibility of the requesting agency. The lead agency shall have final approval of requests for design changes. The costs of mitigation which is required due to more specific environmental studies or more detailed engineering analysis will be apportioned between the two agencies as described in Section III.A.

E. **Project Cost Billing.** The City will bill the County for its fair share of actual expenses incurred, on no more than a monthly basis. These bills will reflect actual costs, including the current administrative overhead rate consistent with grant guidelines. All payments shall be due within 30 days of the billing date, with one percent per month interest being charged to the County as a delinquent charge, starting 30 days after the billing date.

F. **City's Liability Upon Annexation.** The City agrees to reimburse the County for the undepreciated value of the County's investment in the Project as described in Section III.A. or as it may be subsequently revised (net of applicable grants) at whatever point in the future the City annexes territory surrounding the Project. This includes territory to the west and east of 150th and at the shared intersection of 150th and SE 38th Street. This reimbursement will be made as follows:

G. **Annuity Established.** Within thirty (30) days of completion of construction of the Project, King County will establish and transmit to the City an annuity to depreciate the value of the County's investment over ten years, with a nominal interest rate of 4%. "Annuity Year" shall mean a 12 month period. Annuity Year 1 shall commence on the first day of the first month following completion of construction of the Project, as acknowledged to the City Transportation Director by the County Road Engineer. Each succeeding Annuity Year shall commence on the anniversary of the commencement of Annuity Year 1. The initial value to be depreciated will be the total Project costs paid by the county for the Project less any federal or state grant funding received to offset a portion of the County costs for the Project. Attachment B is an illustrative estimated annuity schedule for the Project.

H. **Annuity Payment Options.** Upon annexation of the surrounding territory, the City will have the option of making annual payments, pursuant to the annuity schedule, of the undepreciated value of the County's portion of the Project as described in Section III.G., or to make a lump sum payment. The City's obligation for making annual payments or a lump sum shall begin in the month of the Annuity Year in which the annexation takes effect. If the city elects to make annual payments, the City shall pay all moneys due for the remaining months of that Annuity Year, and for all remaining Annuity Years when due (see Section III.I.). If the City elects the lump sum option, the City lump sum will be adjusted, as necessary, for a partial Annuity Year based on the effective date of the annexation. If the annexation takes effect before

the Project construction is complete, the City's obligation begins in the first month of Annuity Year 1.

I. **Annuity Payment Schedule.** Within thirty (30) days of the effective date of a future annexation by the City of the territory surrounding the Project, the City will notify the County which payment option it chooses. Within thirty (30) days of receipt of this notice, the County will transmit to the City an invoice and payment schedule. The City will make payment within thirty (30) days of receipt of the invoice.

J. **Partial Annexation.** If a future annexation by the City includes a portion – but not all – of the territory surrounding the Project, the City will be obligated only for a pro rata allocation of the Project annuity. This pro rata allocation will be based on the portion of the total lineal feet of the Project that is included in the annexation area.

IV. COSTS

A. **Project Cost.** The estimated total cost of the Project, in 1995 dollars, is $3,879,000. It is acknowledged that costs in 1995 dollars will inflate to a higher amount at date of expenditure for the same scope of work. Over the life span of the Project, costs are assumed to inflate at 4% per year.

B. **Project Cost Baseline.** Accordingly, the budget commitment in 1995 dollars will be considered to be adhered to if the expenditures in future years, when deflated to 1995 dollars, equal in sum the dollar amount in Section IV.A.

C. **Project Cost Exceeding Cost Baseline.** Should Project costs, after adjustment as provided in Section IV.B., appear to be exceeding the amount in Section IV.A., the City Transportation Director shall disclose such fact to the County Road Engineer as soon as practicable and seek concurrence pursuant to Section II.M. prior to continuing with the Project. Following receipt of such concurrence, each agency shall submit an appropriation request or amendment of the six year capital program to their respective legislative body to adjust the budget appropriations, six year capital program schedule or cost for the Project to the revised amount.

V. SCHEDULE

Both agencies acknowledge the need to implement the Project quickly. Each agency also acknowledges that right-of-way and/or environmental aspects of the Project may delay completion thereof. Accordingly, no specific schedule can be set. However, it is the parties' mutual intent to complete the engineering work by early 1997, complete right-of-way acquisition by the end of 1997, and commence construction in 1998.

VI. DURATION/TERMINATION OF AGREEMENT

A. **Effective Date.** This agreement will become effective upon the signing of this agreement by both parties, and will remain in effect until ten years from the date of acceptance of the Project or until the unamortized balance is paid to the county due to annexation of the entire area encompassing the Project.

B. **Termination Procedure.** In the event of termination prior to completion of the objectives of this agreement, all direct and indirect costs incurred up to the date of termination shall be payable pursuant to the terms in Section III. Termination costs claimed shall not exceed the actual costs incurred as a result of termination of the Project.

VII. NON-DISCRIMINATION

A. **Contractor non-discrimination compliance.** For purposes of any contract entered into under this agreement, the City shall require that the Contractor comply with the requirements of King County Code (KCC), Chapter 12.16 (Attachment C) as though the contract was with the County.

B. **Fair Employment.** The City shall include in any such contract all of the fair employment language contained in Attachment D.

C. **Americans with Disabilities Act.** To confirm that the Contractor is in compliance with Section 504 of the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act (ADA), the City shall ensure that the selected Contractor complete the ADA/504 Self Evaluation Questionnaire (Attachment E) and that the Assurance of Compliance shall be incorporated into the contract.

D. **Minority/Women's Business Participation.** For purposes of any contract entered into under this agreement, the City and the Contractor shall comply with KCC Chapter 4.18 (Attachment F). Additionally, and in conjunction with compliance with KCC 4.18, the City and the Contractor shall comply with the County's substitution policy (Attachment G). Further, the City shall include the following language in any contract entered into under this agreement:

> "King County in general, and the County's M/WB program in particular, are damaged when a contract or portion of a contract to be performed by a M/WB is not actually performed by a M/WB in compliance with KCC 4.18. Because the actual amount of such damage is not reasonably calculable, the parties agree and stipulate that liquidated damages of 100% of the value of the utilization lost due to the violation, not to exceed 10% of the total dollar value of the contract, shall be the amount required to compensate the City and the County for resulting delays in carrying out the purpose of the program, the costs of meeting utilization goals through additional contracts, the administrative costs of investigation and enforcement and other damages and costs caused by the violation."

VIII. SEVERABILITY

If any provision of this Agreement shall be held invalid, the remainder of the Agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives of the parties.

IX. INDEMNIFICATION AND HOLD HARMLESS

Each party hereto agrees to indemnify and hold harmless the other party, and its officers, agents and employees, for all claims (including demands, suits, penalties, losses, damages, attorney's fees or costs of any kind whatsoever) to the extent such a claim arises or is caused by the indemnifying party's own negligence or that of its officers, agents or employees in performance of this agreement.

The foregoing indemnity is specifically and expressly intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

X. OTHER PROVISIONS

A. **Liability.** No liability shall attach to the City or the County by reason of entering into this agreement except as expressly provided herein.

B. **Scope of agreement.** This agreement contains the entire written agreement of the parties and supersedes all prior discussions. This agreement may be amended only in writing, signed by both parties.

C. **Employment Status.** Each party shall be deemed an independent contractor for all purposes and the employees of either party or any of its contractors; subcontractors and the employees shall not in any manner be deemed to be employees or agents of the other party.

D. **Waiver of Default.** Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of the agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the agreement unless stated to be such through written approval by the non-breaching party which shall be attached to the original agreement.

IN CONSIDERATION of the mutual benefit accruing herein, the parties hereto agree that the work as set forth herein will be performed by the City under the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day of _____, 1996.

KING COUNTY, WASHINGTON	CITY OF BELLEVUE, WASHINGTON
_____	_____
King County Executive	City Manager
_____	_____
Date	Date
APPROVED AS TO FORM:	APPROVED AS TO FORM:
_____	_____
Deputy Prosecuting Attorney	Assistant City Attorney
_____	_____
Date	Date

ATTACHMENT A

LOCATION	IMPROVEMENT(S)	AGENCY	ESTIMATED COST ('95$)
150th Ave/SB 37th/I-90 off-ramp	Add SB LT lane, NB RT lane, and EB thru lane	Bellevue	N/A (incl. in cost below)
150th Ave (SE 37th - SE 38th)	Add thru lane in each direction (NB and SB)	Bellevue	$ 1,816,000
150th Ave/SE 38th St	1) Add SB RT lane (included w/improvement above) 2) Add NB LT lane, and EB RT lane 3) Operational and/or physical improvements to manage access to/from Allen Road	1) Bellevue 2) King County 3) King County	1) N/A (incl. in cost above) 2) $372,000 3) None (assumed to be operational)
150th Ave (SE 38th - Newport)	Add sidewalk on west side	King County	$ 709,000
150th Ave SE/Newport Way	Add SB RT lane, WB LT lane, and NB thru lane	King County	$ 982,000
TOTAL	(see above)	Joint	$ 3,879,000

9924

ATTACHMENT B

Concept: King County assumes responsibility for "payment" until annexation; Bellevue assumes responsibility for "payment" or "Project Balance" upon annexation. Total is in 1993$.

150th Ave - KC Share $ 2,063,000

Total	$ 2,063,000
Imputed Interest	4.0%
Term of "Payback"	10

	"Payment"	"Interest"	Project Balance
Year 1	$ 254,349	82,520	1,891,171
Year 2	$ 254,349	75,647	1,712,468
Year 3	$ 254,349	68,499	1,526,618
Year 4	$ 254,349	61,065	1,333,333
Year 5	$ 254,349	53,333	1,132,318
Year 6	$ 254,349	45,293	923,261
Year 7	$ 254,349	36,930	705,842
Year 8	$ 254,349	28,234	479,727
Year 9	$ 254,349	19,189	244,567
Year 10	$ 254,349	9,783	0

5/14/96

9924

Exhibit G. Quit Claim Deed Form

AFTER RECORDING RETURN TO:
City of _____, Washington

QUIT CLAIM DEED

GRANTOR – KING COUNTY
GRANTEE - CITY OF _____
LEGAL - -
TAX NO. – N/A

The Grantor, KING COUNTY, WASHINGTON, a political subdivision of the State of Washington, for and in consideration of mutual benefits, receipt of which is hereby acknowledged, conveys and quit claims unto the Grantee, the CITY OF _____, a municipal corporation of the State of Washington, those certain real property interests, as legally described in Exhibit A, attached hereto and made a part of this Deed together with any after-acquired title which the Grantor may acquire.

Dated this_____day of_____, 200__.

KING COUNTY, WASHINGTON

BY_____

TITLE_____

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

I certify that_____signed this instrument, on oath stated that he was authorized by the King County Executive to execute the instrument, and acknowledged it as the_____of King County, Washington to be the free and voluntary act of said County for the uses and purposes mentioned in the instrument.

Dated_____

_____
NOTARY PUBLIC in and for the State
of Washington, residing at_____
My appointment expires_____