



Permit No. _____

**CITY OF SHORELINE
DEVELOPER EXTENSION AGREEMENT**

This DEVELOPER EXTENSION AGREEMENT, herein after the “Agreement,” is entered into by and between the City of Shoreline, Washington, a municipal corporation hereinafter referred to as the “CITY,” and _____, hereinafter referred to as the “DEVELOPER.” The City and the Developer may each be referred to individually as a “Party” or, collectively as the “Parties.”

WHEREAS, as authorized by RCW 35.67, RCW 35.91, and RCW 35.92, the City operates a wastewater utility that owns, maintains, and operates a Public Wastewater System within its municipal boundaries;

WHEREAS, the Developer has a project that is to be constructed at _____, Shoreline, WA, King County Tax Parcel No(s). _____ (the “PROPERTY”); under City Permit No(s). _____ (the “PROJECT”);

WHEREAS, the Developer has requested that the City grant permission to construct wastewater facilities that will connect to the Public Wastewater System and serve the Developer’s Project consistent with SMC 13.05 and SMC 20.70;

WHEREAS, the Developer is willing to construct the Developer Extension in a manner that would provide service to the Project;

WHEREAS, after construction, the Developer desires to convey the Developer Extension to the City such to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is mutually agreed as follows:

I. COVENANT RUNNING WITH THE LAND

- A. The Developer, at its own cost and expense, shall record this Agreement with the King County Recorder’s Office promptly after execution and it shall constitute a covenant running with the land, a servitude upon the Property, and shall be binding upon the parties hereto and their assigns and successors in interest.
- B. After recording, the Developer shall provide the City with a copy denoting the King County Recorder’s stamp and recording number.

II. INCORPORATION OF DOCUMENTS

A. The following documents are incorporated by reference into this Agreement and made part of it as if fully set forth herein, with Exhibit A being a summary of those plans and specifications:

1. The Construction Engineering Plans and Specifications for the Developer Extension, City Permit No(s). _____, as approved.

III. DEFINITIONS

Unless otherwise defined, words in this Agreement shall be given the same meaning as provided for in the Shoreline Municipal Code, chapter 13.05, or their normal and customary meaning, specifically as it pertains to municipalities and the operation of wastewater systems.

Certificate of Final Acceptance: The document denoting that the Developer Extension has satisfied the warranty period, any defects have been corrected, all fees, costs, and expenses have been paid, and that the Developer Extension is in compliance with the City's standards and specification.

Certificate of Provisional Acceptance: The document denoting the start of the one-year warranty period, authorizing connection to the Public Wastewater System, and the City's control, use, and operation of the Developer Extension.

City: The City of Shoreline and its authorized consultants, agents, and representatives.

Connection Charge: The charge paid by the Developer that is comprised of the General Facilities Charge and any local facilities charge.

Developer: The person or entity responsible for the Project and any authorized agent, contractor, subcontractor, or representative of the Developer.

Developer Extension: That utility system being extended by the Developer to serve the Project and satisfy the applicable provisions of the Shoreline Municipal Code for utility service.

Director: The Public Works Director of the City of Shoreline.

Engineering Development Manual (EDM): The manual adopted pursuant to SMC 12.10.015 which sets forth the processes, design and construction criteria, inspection requirements, standard plans, and technical standards for engineering related to the development of streets, utilities, and improvements within the City. Division 4 specifically addresses the Public Wastewater System.

Guarantee Deposit: A deposit provided by the Developer to ensure strict compliance with the City's standards, specifications, and conditions; to reimburse the City for damages to the Public Wastewater system or the Developer Extension caused, directly or indirectly, by the Developer; and to reimburse the City for costs incurred to repair the Public Wastewater System or to restore property if the Developer fails to make such repairs.

Public Wastewater System: The wastewater facilities which are operated, maintained, and controlled by the City of Shoreline's Wastewater Utility. Such facilities typically include sewer mains, pump or lift stations, and side sewer stubs.

Utility Engineer: The City Engineer or designee.

IV. TERM AND TERMINATION

- A. The term of this Agreement shall commence _____ and end at midnight on the date the City issues a Certificate of Final Acceptance.
- B. Subject to timely issuance of all required approvals by the City and any other governmental agency with jurisdiction for the Project, the Developer anticipates that construction will start approximately _____, 20____ and will be completed by approximately _____, 20____. If, prior to the estimated completion date the Developer determines that it will not be able to complete the project on that date, the Developer shall promptly notify the City, in writing, of the reasons why completion is delayed and the new date for completion. The City reserves the right to renegotiate this Agreement if the Project is not completed within the established time period.
- C. This Agreement may be terminated by mutual consent of the Parties. If during the term of this Agreement the Developer elects not to complete the Developer Extension, the Developer shall provide written notice to the City of its intent to abandon the Developer Extension project.
- D. If terminated, unless otherwise agreed to by the City, the Developer shall be liable for all costs and expenses incurred by the City until and including the date of the notice and for restoring the Property and any impacted public rights-of-way to a same or similar condition as existed prior to the Developer Extension work to ensure for the public's safety.

V. RESPONSIBILITIES OF THE PARTIES.

- A. Developer Responsibilities.
 - 1. The Developer is solely responsible for all costs incurred by the City for work performed including, but not limited to, consultant's fees, attorney's fees, administrative expenses, inspection fees, and recording fees.
 - 2. The Developer Extension shall consist of all required wastewater mainlines and appurtenances required to provide wastewater services to the Project.
 - 3. The Developer, at its sole cost and expense, shall be responsible for securing all necessary permits required for the Developer Extension.
 - 4. The Developer shall submit an application for the Developer Extension on a form provided by the City along with all required documents, applicable fees, and deposits. All plans, specifications, and drawings shall be prepared by a licensed professional engineer in

accordance with the EDM. The Developer shall provide all information necessary for the City to prepare plans, if necessary, or to review the plans of the Developer.

5. If gravity service is not available for the Project and a lift station is required, the Developer shall comply with the applicable provisions of the EDM for this type of facility in addition to those applicable to the Developer Extension.
6. The Developer shall diligently pursue the application, providing timely responses to the City's review comments and requests. If the Developer fails to respond to the City within 180 days of the date of the request, the Application shall expire as provided in SMC 20.30.100(C). The Developer may request an extension as provided in SMC 20.30.100(C).
7. The Developer Extension shall be constructed and installed strictly in accordance with the plans and specifications approved by the City, all applicable federal, state, and local laws, regulations, and rules, including but not limited to environmental laws and regulations, such as chapter 43.21C RCW State Environmental Policy Act, King County's Wastewater Treatment Division standards, and Washington Department of Ecology standards for sewerage facilities; the applicable provisions of the Engineering Development Manual, the terms and conditions of this Agreement, and any City-issued permit or any other permit issued by an agency with jurisdiction. Once approved by the City, the Developer shall not modify the plans or specifications unless approved in writing by the City prior to commencement or alteration of the work.
8. The Developer shall be solely responsible for overall project management, including construction management, utility and road location, and surveying. The City's role is limited to exercising its police powers through permit and inspection services.
9. The Developer shall construct the Developer Extension so that all work is complete within two (2) years of the issuance date of the first permit unless reasonable circumstances exist for a longer period.
10. The Developer, at its sole cost and expense, shall restore all public and private property disrupted or damaged by the construction and installation of the Developer Extension to its original, or better, condition upon completion of construction.

B. City Responsibilities.

1. The City shall review the application and plans submitted for the Developer Extension pursuant to the City's standard permit application procedures. The Director may extend the application 180-day response period if, within the original 180-day period, the Developer requests an extension in writing and justifiable cause is demonstrated.
2. The City shall prepare or review the Developer Extension plans to ensure compliance with the King County Department of Natural Resources Wastewater Treatment Division, the State of Washington Department of Ecology's Criteria for Sewage Works Design and applicable City standards, including but not limited to those within the EDM.

3. After issuance of the permit(s) and during construction, the City will periodically inspect the Developer Extension to verify that it complies with the standards and specifications approved by the City and conforms with the terms of this Agreement, the applicable provisions of the EDM, City Codes, ordinances, regulations, applicable requirements of other governmental agencies, and good engineering principles.
4. The City's review or inspections shall in no way relieve the Developer of its responsibility for compliance with the terms of this Agreement, the EDM, as well as the rules and regulations imposed by other state or local agencies.
5. Upon completion of the Developer Extension but prior to acceptance, the City will reconcile the City's actual expenses incurred under this Agreement. This reconciled amount plus fifteen percent (15%) shall be the amount due from the Developer. If this amount exceeds the Project Deposit, Section VI(D)(1)(a), the Developer shall remit the balance due to the City prior to acceptance and conveyance of the Developer Extension.
6. Upon completion of the Developer Extension and issuance of a Certificate of Provisional Acceptance, the City will allow the Developer to make the connection to the Public Wastewater System. The connection of the Developer Extension to the Public Wastewater System shall not relieve the Developer of its obligation to correct defects in labor and/or materials as provided in Section VIII(B), and/or any obligations, as provided for in this Agreement. Upon connection, the Developer Extension is subject to the control, use and operation of the City, and it shall be subject to all the City's rules, regulations, and conditions of service.
7. If during the term of this Agreement the City becomes aware of damage to the Public Wastewater System or the Developer Extension, the City shall provide the Developer with written notice of the need for repairs and that such repairs shall be completed within ten (10) working days of the date of the notice. If the Developer does not make sure repairs are completed, the City may utilize the Guarantee Deposit to make such repairs. If the cost of repairs exceeds the amount of the Guarantee Deposit, the Developer shall be responsible for reimbursing the City the excess costs within thirty (30) calendar days or the City may lien the Property or take any other legal remedy available.

VI. DEPOSITS, GUARANTEES, AND BONDING REQUIREMENTS

- A. All costs related to the permitting, construction, and documentation of the Developer Extension, including but not limited to the connection charge, shall be at the sole cost and expenses of the Developer. The City shall add interest on the Connection Charge as provided in RCW 35.92.025.
- B. If a fee or charge is provided for in the City's Fee Schedule as adopted pursuant to SMC 13.05.100, that fee or charge will be imposed at the rate in effect at the time of cost reconciliation (Section V(B)(5)) and not the rate in effect at the time of complete application.

- C. If the Developer fails to pay the fees, charges, and costs imposed by the City for a Developer Extension and related permits, the City will not issue a permit authorizing construction and shall have a lien against the Property pursuant to RCW 35.67.200.
- D. In addition to the fees and charges set forth in the Fee Schedule, including for but not limited to, actual time spent by City Staff or City Consultant reviewing plans and inspecting the Developer Extension, the Developer shall pay the following fees:
1. Within five (5) calendar days of the execution of this Agreement by the Parties, the Developer shall provide to the City:
 - a. A Project Deposit in the amount of \$_____, representing the estimated cost of design review, consultation, inspection, legal and any other fees related to the Developer Extension. The City reserves the right to request an additional deposit if the City determines that the Project Deposit is inadequate based on costs being incurred by the City. The Developer shall provide the additional deposit to the City within ten (10) calendar days of the City's written request. The Project Deposit shall be applied to the total costs and fees for the Developer Extension. If the Project Deposit was in excess of the costs and fees related to the Developer Extension, the Developer shall be entitled to reimbursement of the remaining balance after Final Acceptance.
 - b. A refundable Guarantee Deposit in an amount of no less than \$2,000.00 or ten percent (10%) of the estimated cost of construction as calculated by the Utility Engineer, whichever is greater. The Guarantee Deposit amount calculated for this agreement is \$_____. In lieu of a cash deposit, the Developer may provide a maintenance/defect (warranty) bond. The Guarantee Deposit will be held by the City for a one-year warranty period following the date of the Certificate of Provisional Acceptance. The Guarantee Deposit is not the City's exclusive remedy for damages caused by the Developer under this Agreement.
 - c. A refundable System Isolation Deposit in the sum of \$1,000.00. The System Isolation Deposit shall be refunded to the Developer after Provisions/Final Acceptance of the Developer Extension PROVIDED that if the System Isolation is removed without the City's prior written authorization, the deposit shall be forfeited and retained by the City's Wastewater Utility.
 - d. A Performance and Payment Bond in an amount equal to the estimated cost of construction and site restoration as calculated by the Utility Engineer for the faithful performance of that work if work will be occurring in public rights-of-way. For State and County public rights-of-way, the Developer will be solely responsible for securing all required permits from the applicable agency and any costs incurred by the City in securing a franchise with such agencies.
 2. Prior to issuance of the permit authorizing construction of the Developer Extension, the Developer shall submit to the City:
 - a. Based on the City's reconciliation of costs, as provided in Section V(B)(5), all costs incurred by the City up to and including the date of permit issuance.
 - b. A non-refundable Connection Charge in the amount of \$_____ PROVIDED that if the General Facilities Charge is increased prior to actual connection of the Developer Extension to the Public Wastewater System, the Developer shall be liable for the

amount of the increase and submit the additional charges to the City prior to connection.

- c. If the Developer fails to pay these fees and charges, no permit shall be issued.
- E. Regardless of whether or not the Developer decides to terminate the Project or this Agreement or defaults in any manner, the Developer shall be fully liable for the costs and expenses incurred by the City up to and including the date the notice of termination is provided to the City.
- F. If the Developer does not remit payment in full by the dates established by the City, any further performance by the City under this Agreement is excused and the City shall have a lien on the Property to secure Developer's payment of fees and charges; and the City may exercise any other legal remedy available to the City.
- G. If the Developer Extension requires pump stations or other facilities to be maintained by the City, the City may, upon connection of the Developer Extension, classify customers and impose a Surcharge per dwelling unit/per month in addition to the City's basic service fees set forth in the Fee Schedule. A surcharge may be adjusted in subsequent years to reflect actual costs of the preceding year and anticipated costs of the coming year.
- H. All deposits, guarantees, or bonds shall be in a form acceptable to the City and the expense of all required deposits, guarantees, and bonds shall be borne solely by the Developer and maintained at the Developer's expense during the term of this Agreement and any extension thereto. Bonds shall be issued by entities duly and legally licensed to transact such business in the State of Washington. If at any time during the term of this Agreement a surety becomes insolvent or can no longer do business in Washington State, the Developer shall substitute an acceptable bond(s) in an amount and form acceptable to the City. At the Director's discretion, the City may, in lieu of any bond, accept a cash deposit or assignment of funds in the same penal sum as a bond.

VII. EASEMENTS

- A. Any required easements, on-site or off-site, temporary or permanent, shall be obtained by the Developer at its sole cost and expense. Executed copies of easements, temporary or permanent, shall be delivered to the City prior to commencement of construction.
- B. All easements shall conform to width standards and restrictions established in the EDM. All documents shall be prepared in a form acceptable to the City and include a certified legal description prepared by a licensed land surveyor, a drawing of the easement location, and be clearly denoted as public or private easements.
- C. Permit issuance for the Developer Extension shall not be issued until easements are provided to the City and conform to both City Engineering Standards and the King County Recorder's Office requirements, fully executed, and shall have been recorded with the King County Recorder's Office as evidenced by the Recorder's stamp on the easement. The Developer will be solely responsible for the cost to correct any easement that is not acceptable. Recording of easements shall be at the Developer's sole cost and expense.

- D. If the Developer Extension includes a Lift Station, the Developer shall secure noise and/or vibration easements in a form acceptable to the City applicable to impacted properties prior to issuance of a Certificate of Provisional Acceptance.

VIII. ACCEPTANCE OF THE DEVELOPER EXTENSION

A. Certificate of Provisional Acceptance

1. Service to the Public Wastewater System or testing of the Developer's Extension shall not commence until the City has issued the Certificate of Provisional Acceptance and the Utility Engineer is present.
2. Prior to Provisional Acceptance, the Developer shall:
 - a. Execute a Conveyance of Sewer Facility on the form provided by the City, transferring title of the Developer Extension prior to Final Acceptance of the Developer Extension by the City. The Conveyance of Sewer Facility shall warrant that the Developer is the lawful owner of the Property and the Developer Extension, the same being fee and clear from all encumbrances; the Developer has the right and authority to transfer title to the City and will defend the City against all third parties claiming to own the same or any interest therein or encumbrance thereon; that all indebtedness that may be a lien against the Developer Extension are satisfied; and that the Developer Extension is in proper working order for the intended purpose of use as a wastewater system and as part of the Public Wastewater system and guarantees the same for a one-year period. The City shall be responsible for recording this document with the King County Recorder's Office.
 - b. Execute a Certification of Costs, on a form provided by the City, specifying all costs of construction for the Developer Extension being conveyed to the City.
 - c. Deliver all necessary easements and as-built plans for the Developer Extension.
 - d. Ensure that insurance and bonding coverage does not lapse during the Warranty Period.
 - e. Pay all outstanding fees, charges, and costs due to the City for permits, inspections, or any other service provided in relationship to this Agreement and the Project. Such fees, charges, and costs shall be determined during the City's reconciliation as provided for in Section V(B)(5). If the City's actual expenses exceed the Project Deposit, the Developer shall pay the City the differential. In the event the Project Deposit exceeds the City's actual expense, the City shall refund the balance after issuance of the Certificate of Provisional Acceptance.
3. The City shall:
 - a. Provide for an inspection of the Developer Extension by the Utility Engineer.
 - b. Prior to issuance of the Certificate of Provisional Acceptance as set forth in this Section, the City will reconcile its actual costs, including an administration fee of fifteen percent (15%) of the City's total costs.
 - c. After inspection by the Utility Engineer, and receipt of all required documents and outstanding fees, charges, and costs from the Developer, the Director of Public Works shall issue a Certificate of Provisional Acceptance allowing connection to the Public Wastewater System.

B. Warranty Period

1. Warranty. The Developer agrees and expressly warrants to the City, for a one (1) year period following issuance of the Certificate of Provisional Acceptance, that the Developer's Extensions shall be installed pursuant to the approved plans and specifications, will function in a satisfactory normal working manner, and will be in compliance with recognized engineering and construction standards. In addition, the Developer shall obtain warranties and guarantees from its subcontractors.
2. Corrections During Warranty Period.
 - a. If defects in the Developer Extension are discovered within the warranty period, the City shall provide written notice to the Developer who shall start work to remedy any such defects within seven (7) calendar days from the date of the written notice and shall complete the work within thirty (30) calendar days of commencing warranty work.
 - b. If the Developer does not commence and/or accomplish corrections within the time specified, then the City shall notify the Developer's bonding company who shall have thirty (30) calendar days to remedy the defect. If the work has not been commenced within the above time-period, the work may be accomplished by the City, at its option, and the cost thereof shall be borne by the Developer.
 - c. In emergencies, if in the City's sole opinion damages or loss of service may result from delay, corrections may be made by the City without prior notice to the Developer. As soon as reasonably possible, the City shall provide written notice to the Developer and the cost for corrections made.
 - d. If the City has to perform warranty work, all costs will be paid directly by the Developer or through the cash guarantee or Warranty Bond. Provided, if the cost to correct defects exceed the cash guarantee amount or the penal sum of the Warranty Bond, the Developer shall submit the outstanding balance to the City prior to Final Acceptance.
 - e. In addition, the Developer shall be responsible for any expenses incurred by the City resulting from defects in the Developer's work, including actual damages, costs of materials, and labor expended by the City in making repairs, along with the cost of engineering, inspection, and supervision by the City.
 - f. When correction of defects occurring within the warranty period are made, the Developer shall further warrant the corrective work for one (1) year after the City's acceptance of the work.
 - g. The City reserves the right to pursue any remedy at law or equity to recover all costs associated with any work performed.

C. Final Acceptance.

1. The City, one (1) year from the date of the Certificate of Provisional Acceptance, shall reinspect the Developer Extension to determine if the Developer Extension conforms to the City's standards and specifications and any defects have been corrected.

2. If the Developer Extension meets with the City's approval and all costs have been paid, the City shall issue a Certificate of Final Acceptance.
3. After final acceptance, the City shall release any bonds and/or remit any deposited funds remaining to the Developer, without accrual and payment of interest, within thirty (30) calendar days of the issuance date of the Certificate of Final Acceptance.

IX. HOLD HARMLESS.

- A. The Developer shall defend, indemnify, and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees and expert witness fees, arising out of or in connection with the performance of this Agreement and with the construction and installation of the Developer Extension authorized by this Agreement. This indemnification applies to claims or demands of the Developer's contractor, subcontractors, laborers, mechanics, suppliers, and others who provide labor, material, or equipment necessary to complete the Developer Extension.
- B. In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Developer and the City, its officers, officials, employees, and volunteers, the Developer's liability hereunder shall be only to the extent of the Developer's negligence.
- C. It is further specifically and expressly understood that the Developer hereby waives the immunity under Industrial Insurance, Title 51 RCW, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the Parties. The provisions of this section shall survive the expiration or termination of this Agreement.

X. INSURANCE

- A. Developer, at its sole cost and expense, shall procure and maintain insurance of the types described below during the term of this Agreement, the Warranty Period, and any extensions. Insurance shall be against claims for injuries to persons or damages to property which may arise from, or in connection with, the Developer's Project and/or the Developer Extension.
- B. Professional Liability, Errors or Omissions insurance with limits of liability not less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit shall be provided for professional services provided by a licensed professional including but not limited to engineers and surveyors in connection with the Developer Extension.
- C. Commercial General Liability insurance covering premises, operations, independent contractors' liability and damages for personal injury and property damage with a limit of no less than \$2,000,000 each occurrence and \$4,000,000 general aggregate. This insurance shall contain a provision, or be endorsed to contain:
 1. Coverage for explosion, blasting, collapses, destruction of underground utilities, and environmental damage;

2. Coverage for product and complete operations;
 3. Name the City as an additional insured on the policy;
 4. Provide that such insurance shall be primary insurance with insurance or insurance pool coverage maintained by the City as excess of the Developer's insurance; and
 5. Require that insurance coverage shall not be cancelled, except after thirty (30) calendar days prior written notice to the City.
- D. Automobile Liability insurance with combined single limits of liability not less than \$1,000,000 for bodily injury, including personal injury or death and property damage.
- E. Worker's Compensation coverage as required by the Industrial Insurance Laws of the State of Washington.
- F. Stop Gap/Employer's Liability coverage with limits not less than \$1,000,000 per accident or disease.
- G. Prior to commencing any work pursuant to this Agreement, the Developer shall submit to the City a copy of the insurance certificate and relevant endorsement(s) as evidence of insurance coverage acceptable to the City. If the Project extends beyond the insurance policy year, the Developer shall submit to the City new insurance certificates prior to, but no later than thirty (30) calendar days of expiration of the policy term.
- H. The Developer shall include all subcontractors as insured under its policies or shall furnish separate certificates for each subcontractor. All coverage for subcontractors shall conform to the requirements of this Section.

XI. RISK OF LOSS

Until the City's issuance of a Certificate of Provisional Acceptance as provided in Section VIII(A), the Developer bears the risk of loss or damage for all finished or partially finished Developer Extension work. If the Developer obtains Builder's Risk Insurance, a copy of that insurance coverage shall be provided to the City.

XII. GENERAL PROVISIONS

A. Force Majeure.

Neither party shall be liable to the other or deemed in breach or default for any failure or delay in performance under this Agreement during the time and to the extent its performance is prevented by reasons of Force Majeure. For the purposes of this Agreement, Force Majeure means an occurrence that is beyond the reasonable control of and without fault or negligence of the party claiming force majeure and which, by exercise of due diligence of such party, could not have been prevented or overcome. Force Majeure shall include natural disasters, including fire, flood, earthquake, windstorm, avalanche, mudslide, and other similar events; acts of war or civil unrest when an emergency has been declared by appropriate governmental

officials; acts of civil or military authority; freight embargoes; epidemics; quarantine restrictions; labor strikes; boycotts; terrorist acts; riots; insurrections; explosions; and nuclear accidents. A party claiming suspension or termination of its obligations due to force majeure shall give the other party prompt written notice, but no more than two (2) working days after the event of the impediment and its effect on the ability to perform; failure to provide such notice shall preclude recovery under this provision.

B. Public Records.

The Developer acknowledges that the City is a public agency subject to Washington's Public Records Act, chapter 42.56 RCW, and that all documents produced by the Consultant in connection with the services rendered under this Agreement may be deemed a public record as defined in the Public Records Act and that if the City receives a public records request, unless a statute exempts disclosure, the City must disclose the record to the requestor. All or portions of materials, products and documents produced under this Agreement may be used by the Consultant if the City confirms that they are subject to disclosure under the Public Disclosure Act.

C. Successors and Assigns.

This Agreement and the Developer's rights, duties, obligations, and benefits arising under it shall not be assignable by the Developer or by operation of law without the City's prior written consent which shall not be unreasonably withheld. The City shall consider a successor's (a) written agreement to accept all of the Developer's rights and obligations under this Contract; (b) financial interest; and (c) technical ability to complete performance of the Developer's obligations under this Agreement.

D. Nondiscrimination.

In hiring or employment made possible or resulting from this Agreement, there shall be no unlawful discrimination against any employee or applicant for employment because of sex, age (except minimum age and retirement provisions), race, color, creed, national origin, citizenship or immigration status (except if authorized by federal or state law, regulation, or government contract), marital status, sexual orientation, honorably discharged veteran or military status, the presence of any sensory, mental, or physical handicap or the use of a trained dog guide or service animal by a person with a disability, unless based upon a bona fide occupational qualification. This requirement shall apply to but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. No person shall be denied or subjected to discrimination in receipt or the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, age (except minimum age and retirement provisions), citizenship or immigration status (except if authorized by federal or state law, regulation, or government contract), marital status, sexual orientation, honorably discharged veteran or military status, the presence of any sensory, mental or physical handicap, or the use of a trained dog guide or service animal by a person with a disability.

E. Notices.

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears below (as modified in writing from time to time by such

party), and given personally, by registered or certified mail, return receipt requested, by facsimile or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

City Manager
City of Shoreline
17500 Midvale Avenue N
Shoreline, WA 98133-4905
(206) 801-2700

Developer Representative:
Name of Developer:.
Address:
Address:
Phone Number:

F. Governing Law and Venue.

This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. Venue of any suit between the parties arising out of this Agreement shall be King County Superior Court.

G. Attorneys' Fees

In the event any party seeks enforcement of any rights or obligations under this Agreement, whether by negotiated or instituting a lawsuit, the prevailing party shall be entitled to its reasonable attorneys' fees, costs, and other related expenses incurred in the matter as part of any order or judgment entered, including those included upon an appeal.

H. Gifts.

The City's Code of Ethics and Washington State law prohibit City employees from soliciting, accepting, or receiving any gift, gratuity or favor from any person, firm or corporation involved in a contract or transaction. To ensure compliance with the City's Code of Ethics and state law, the Developer shall not give a gift of any kind to City employees or officials.

I. Severability.

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Developer, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

J. Entire Agreement.

This Agreement contains the entire agreement between the Parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or bind any of the Parties hereto. Either party may request changes in this Agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendment to this Agreement.

K. Captions.

The titles of sections or any other parts of this Agreement are for convenience only and do not define or limit the contents.

L. Counterpart Originals.

This Agreement may be executed in any number of counterpart originals, each of which shall be deemed to constitute an original agreement, and all of which shall constitute one agreement. The execution of one counterpart by a Party shall have the same force and effect as if that Party had signed all other counterparts.

Each person executing this Agreement on behalf of a Party represents and warrants that they are fully authorized to execute and deliver this Agreement on behalf of the Party for which they are signing. The Parties hereby warrant to each other that each has read and understands the provisions of this Agreement, including all exhibits, has full power and authority to enter into this Agreement and to undertake the actions contemplated herein, and that this Agreement is enforceable in accordance with its terms.

This Agreement is executed by

CITY OF SHORELINE

DEVELOPER

By:

By:

Name: Randy Witt

Name:

Title: Director of Public Works

Title:

Date:

Date:

Agreement: _____

Sample

State of Washington)
)
County of King)

On this day personally appeared before me _____, to me known to be the _____ of THE CITY OF SHORELINE, a Washington municipal corporation, the corporation that executed the within and foregoing instrument, and acknowledged that he signed it as the Director of Public Works of the City as the free and voluntary act and deed of such corporation, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this ____ day of _____, 20 ____.

NOTARY PUBLIC in and for the State of Washington
residing at _____
My appointment expires _____
Print Name _____

Sample

EXHIBIT

Developer Extension Plans and Specifications
Summary

Sample