

MOTION NO. 2434

A MOTION approving and authorizing the execution of a Cooperation Agreement between King County and the Housing Authority to a project known as the Springwood Housing Development.

WHEREAS, the Housing Authority of the County of King, Washington, proposes to acquire and administer a low-rent housing project consisting of approximately three hundred fifty low-income family units, and

WHEREAS, there exists in King County unsafe and unsanitary dwelling accommodations of a number greatly in excess of said three hundred fifty low-income family units which are occupied and which constitute a menace to the health, safety, morals and welfare of the inhabitants of King County, and

WHEREAS, there are now families of low-income in King County of a number greater than three hundred fifty who are forced to inhabit such unsafe and unsanitary dwelling accommodations, because private enterprise is unable to make available to such families, safe and sanitary dwelling accommodations as rentals at a price which low-income families can afford to pay, and

WHEREAS, it is the intent of the County Council to enter into a Cooperative Agreement with the Housing Authority of the County of King to acquire and administer a project of public housing for persons of low-income consisting of three hundred fifty low-income units known as Springwood Housing Development, and

WHEREAS, a public hearing was held on April 19, 1976, and notice of such hearing was posted in three public places as required by RCW 35.83.030.

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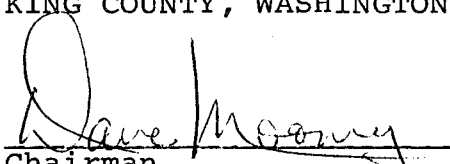
NOW THEREFORE, BE IT MOVED by the Council of King County:

The King County Council hereby authorizes the Cooperation Agreement between King County and the Housing Authority of the County of King to be signed by the King County Executive a copy of which is attached hereto and incorporated herein by reference, is hereby ratified and confirmed in all respects.

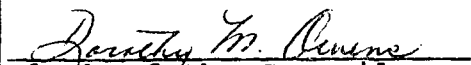
BE IT FURTHER MOVED that in accordance with RCW 35.83.060 this Agreement shall take effect immediately, and need not be laid over or published or posted.

PASSED this 19th day of April, 1976.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Chairman

ATTEST:


Clerk of the Council

COOPERATION AGREEMENT

This Agreement entered into this _____ day of _____, 19____, by and between THE HOUSING AUTHORITY OF THE COUNTY OF KING, WASHINGTON, (herein called the "local authority") and KING COUNTY, (herein called the "municipality").

In consideration of the mutual covenants hereinafter set forth, the parties hereto do agree as follows:

1. Whenever used in this Agreement:

(a) The term "development" shall mean any low-rent housing hereafter developed as an entity by the local authority with financial assistance of the Housing Assistance Administration (herein called the HAA): excluding, however, any low-rent housing development covered by any contract for loans and annual contributions entered into between the local authority and the HAA, or its predecessor agencies, prior to the date of this Agreement.

(b) The term "taxing body" shall mean the state or any political subdivision or taxing unit thereof in which a development is situated and which would have authority to assess or levy real or personal property taxes or to certify such taxes to a taxing body or public officer to be levied for its use and benefit with respect to a development if it were not exempt from taxation.

(c) The term "shelter rent" shall mean the total of all charges to all tenants of a development for dwelling rents and nondwelling rents (excluding all other income of such development), less the cost to the local authority of all dwelling and nondwelling utilities.

(d) The term "slum" shall mean any area where dwelling predominate which, by reason of dilapidation, overcrowding, faulty arrangement or design, lack of ventilation, light or sanitation facilities, or any combination of these factors, are detrimental to safety, health, or morals.

2. The local authority shall endeavor (a) to secure a contract or contracts with the HAA for loans and annual contributions covering one or more developments comprising approximately 350 units of low-rent housing and (b) to develop and administer such development or developments, each of which shall be located within the corporate limits of the municipality. The obligations of the parties hereto shall apply to each such project.

3. (a) Under the constitution and statutes of the State of Washington, all developments are exempt from all real and personal property taxes and special assessments levied or imposed by any taxing body. With respect to any development, so long as either (i) such development is owned by a public body or governmental agency and is used for low-rent housing purposes, or (ii) any contract between the local authority and the HAA for loans or annual contributions, or both, in connection with such development remains in force and effect, or (iii) any bonds issued in connection with such development or any moneys due to the HAA in connection with such development remain unpaid, whichever period is the longest, the municipality agrees that it will not levy or impose any real or personal property taxes or special

assessments upon such development or upon the local authority with respect thereto. During such period, the local authority shall make annual payments (herein called "payments in lieu of taxes") in lieu of such taxes and special assessments and in payment for the public services and facilities furnished from time to time without other cost or charge for or with respect to such development.

(b) Each annual payment in lieu of taxes shall be made after the end of the fiscal year established for such development, and shall be in an amount equal to either (i) ten percent (10%) of the shelter rent charged by the local authority in respect to such development during such fiscal year or (ii) the amount permitted to be paid by applicable state law in effect on the date such payment is made, whichever amount is lower.

(c) The municipality shall distribute the payments in lieu of taxes among the taxing bodies in the proportion which the real property taxes which would have been paid to each taxing body for such year if the development were not exempt from taxation bears to the total real property taxes which would have been paid to all of the taxing bodies for such year if the development were not exempt from taxation; Provided, however, That no payment for any year shall be made to any taxing body in excess of the amount of the real property taxes which would have been paid to such taxing body for such year if the development were not exempt from taxation.

(d) Upon failure of the local authority to make any payment in lieu of taxes, no lien against any development assets of the local authority shall attach, nor shall any interest or penalties accrue or attach on account thereof.

4. The municipality agrees that, subsequent to the date of initiation (as defined in the United States Housing Act of 1937, as amended) of each development and within five years after the completion thereof, or such further period as may be approved by the PHA, there has been or will be elimination (as approved by PHA) by demolition, condemnation, effective closing, or compulsory repair or improvement, of unsafe or unsanitary dwelling units situated in the locality or metropolitan area in which such development is located, substantially equal in number to the number of newly constructed dwelling units provided by such development; Provided, that, where more than one family is living in an unsafe or unsanitary dwelling unit, the elimination of such unit shall count as the elimination of units equal to the number of families accommodated therein; and Provided, further, That this paragraph 4 shall not apply in the case of (i) any development developed on the site of a slum cleared subsequent to July 15, 1949, and that the dwelling units eliminated by the clearance of the site of such development shall not be counted as elimination for any other development or any other low-rent housing project, or (ii) any development located in a rural nonfarm area.

5. During the period commencing with the date of the acquisition of any part of the site or sites of any development and continuing so long as either (i) such development is owned by a public body or governmental agency and is used for low-rent housing purposes, or (ii) any contract between the local authority and the PHA for loans or annual contributions, or both, in connection with such development remains in force and effect, or (iii) any bonds issued in connection with such development or any moneys due to the PHA in connection with such development remain unpaid

whichever period is the longest, the municipality without cost or charge to the local authority or the tenants of such development (other than the payments in lieu of taxes) shall:

(a) Furnish or cause to be furnished to the local authority and the tenants or such development public services and facilities of the same character and to the same extent as are furnished from time to time without cost or charge to other dwellings and inhabitants in the municipality;

(b) Vacate such streets, roads, and alleys within the area of such development as may be necessary in the development thereof, and convey without charge to the local authority such interest as the municipality may have in such vacated areas; and in so far as it is lawfully able to do so without cost or expense to the local authority or to the municipality, cause to be removed from such vacated areas, in so far as it may be necessary, all public or private utility lines and equipment;

(c) In so far as the municipality may lawfully do so, (i) grant such deviations from the building code of the municipality as are reasonable and necessary to promote economy and efficiency in the development and administration of such development, and at the same time safeguard health and safety, and (ii) make such changes in any zoning of the site and surrounding territory of such development as are reasonable and necessary for the development and protection of such project and the surrounding territory;

(d) Accept grants of easements necessary for the development of such development; and

(e) Cooperate with the local authority by such other lawful action or ways as the municipality and the local authority may find necessary in connection with the development and administration of such development.

6. In respect to any development the municipality further agrees that within a reasonable time after receipt of a written request therefor from the local authority:

(a) It will accept the dedication of all interior streets, roads, alleys, and adjacent sidewalks within the area of such development, together with all storm and sanitary sewer mains in such dedicated areas, after the local authority, at its own expense, has completed the grading, improvement, paving, and installation thereof in accordance with specifications acceptable to the municipality;

(b) It will accept necessary dedications of land for, and will grade, improve, pave, and provide sidewalks for, all streets bounding such development or necessary to provide adequate access thereto (in consideration whereof the local authority shall pay to the municipality such amount as would be assessed against the development site for such work if such site were privately owned); and

(c) It will provide, or cause to be provided, water mains, and storm and sanitary sewer mains, leading to such development and serving the bounding streets thereof (in consideration whereof the local authority shall pay to the municipality such amount as would be assessed against the development site for such work if such site were privately owned).

7. If by reason of the municipality's failure or refusal to furnish or cause to be furnished any public services or facilities which it has agreed hereunder to furnish or to cause to be furnished to the local authority or to the tenants of any development, the local authority incurs and expense to obtain such services or facilities then the local authority may deduct the amount of such expense from any payments in lieu of taxes due or to become due to the municipality in respect to any development or any other low-rent housing developments owned or operated by the local authority.

8. No Cooperation Agreement heretofore entered into between the municipality and the local authority shall be construed to apply to any development covered by this Agreement.

9. So long as any contract between the local authority and the HAA for loans (including preliminary loans) or annual contributions, or both, in connection with any development remains in force and effect, or so long as any bonds issued in connection with any development or any moneys due to the HAA in connection with any development remain unpaid, this Agreement shall not be abrogated, changed, or modified without the consent of the HAA. The privileges and obligations of the municipality hereunder shall remain in full force and effect with respect to each development so long as the beneficial title to such development is held by the local authority or by any other public body or governmental agency, including the HAA, the provisions hereof shall inure to the benefittor and may be enforced by, such other public body or governmental agency, including the

IN WITNESS WHEREOF the municipality and the local authority have respectively signed this Agreement and caused their seals to be affixed and attested as of the day and year first above written.

KING COUNTY

Executive

HOUSING AUTHORITY OF THE
COUNTY OF KING, WASHINGTON

Chairman