

May 27, 1993
csm\127

INTRODUCED BY CHRISTOPHER VANCE

PROPOSED NO. 94 - 408

MOTION NO. 9336

1
2 A MOTION authorizing the King County Executive
3 to enter into an interlocal cooperation agreement
4 with the City of Auburn in order to implement
5 a low-income housing project funded with King
6 County Housing Opportunity Funds.

7 WHEREAS, the 1994 King County Comprehensive Housing Affordability
8 Strategy, adopted by the King County Council on September 1, 1993 and approved
9 by the United States Department of Housing and Urban Development, identifies
10 over 69,128 low-income households in need of housing assistance and outlines
11 strategies and housing production goals to address these needs, and

12 WHEREAS, the King County Housing Opportunity Fund was established in
13 1990 to assist with the development and preservation of affordable housing for
14 the county's homeless, displaced, and special needs groups, and

15 WHEREAS, a proposal by the City of Auburn has been selected for funding
16 with Housing Opportunity Funds in accordance with council-approved guidelines,
17 and

18 WHEREAS, an interlocal cooperation agreement will regulate the use of
19 property acquired and improved by the City of Auburn with funds from the
20 Housing Opportunity Fund for the useful life of such property, and
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1 WHEREAS, King County and the City of Auburn are authorized to enter into
2 such an interlocal cooperation agreement pursuant to RCW 39.34;

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

4 The King County executive is hereby authorized to enter into an
5 interlocal cooperation agreement with the City of Auburn for a Housing
6 Opportunity Fund project which has been selected in 1994 in accordance with
7 the policies and procedures specified in Ordinance 9369, as amended. The
8 interlocal cooperation agreement will be substantially in the form of
9 Attachment A and will reflect the nature of the project and the specific
10 amount of funding. This project is \$75,000 for development of transitional
11 housing for homeless families.

12 PASSED this 25th day of July, 1994.

13 Passed by a vote of 11-0.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

14
15 Kent Pullen
16 Chair

17 ATTEST:

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19 Gerald A. Peterson
Clerk of the Council

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23 Attachment:

24 A. Interlocal Cooperation Agreement
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KING COUNTY HOUSING OPPORTUNITY FUND
INTERLOCAL COOPERATION AGREEMENT

This Agreement is entered into this _____ day of _____, 1994 by and between King County, Washington ("County") and the City of Auburn ("THE CITY").

WHEREAS the County established the King County Housing Opportunity Fund ("HOF") by Ordinance No. 9368, as amended, and appropriated funds thereto to be distributed according to policies and procedures established by the King County Planning and Community Development Division and adopted by the King County Council by King County Ordinance No. 9369, as amended from time to time.

WHEREAS the County is desirous of ordering certain local improvements within King County pursuant to RCW Chapter 82.46.

WHEREAS the County and THE CITY are authorized and empowered to enter into this Agreement pursuant to RCW 39.34 to share the responsibilities of providing housing and services for homeless families with children to the mutual advantage of the parties hereto and the benefit of the residents of King County.

WHEREAS the County and THE CITY are desirous of acquiring and improving certain real property in order to house and serve families that are homeless and whose members are residents of unincorporated King County.

WHEREAS the activities described in this Agreement shall be supported with funds from the HOF ("HOF Funds") which were appropriated in 1990 by King County Ordinance 9369, as amended.

NOW, THEREFORE, in consideration of the mutual promises herein, the parties agree as follows:

I. GENERAL AGREEMENT

A. The parties agree to cooperate to acquire and improve 126 11th Street, S.E., Auburn WA. The real property and improvements (hereinafter called the "Premises") to be acquired under this Agreement is described in Exhibit A, attached hereto and incorporated herein.

B. The parties further agree that THE CITY shall acquire, improve, and provide the services at the Premises under this agreement in compliance with the terms of the Project Description, the Project Budget and the Implementation Schedule set forth in Exhibits B, C, and D respectively, attached hereto and incorporated herein by this reference.

C. The King County Executive shall serve as the Administrator of the HOF and shall administer and disburse HOF funds pursuant to the terms of this Agreement.

D. The policies set forth in King County Ordinance 9369, as amended from time to time shall govern the project selection process, the identification of eligible activities, and special needs groups and income levels for people to be housed pursuant to this Agreement.

E. The term of this Agreement shall be for thirty-five years and shall begin on the 15th day of July, 1994 and terminate on the 15th day of July, 2029.

II. USE OF HOF FUNDS

A. The County shall disburse to THE CITY, pursuant to the terms of this Agreement not more than \$75,000 of HOF funds to be used according to the terms of the Project Description, the Project Budget and the Implementation Schedule set forth on Exhibits B, C, and D respectively, attached hereto and incorporated herein by this reference.

B. HOF Funds disbursed by the County shall be used by THE CITY exclusively to assist in the improvement of the Premises to provide housing for homeless families with children during the term of this Agreement.

C. THE CITY shall not use more than \$3,962 of HOF Funds for project management costs associated with the improvement of the Premises.

D. THE CITY shall not use HOF Funds for tenant relocation or other tenant assistance.

E. Disbursement of HOF Funds for improvement and for the project management costs associated with the improvement of the Premises shall be made upon submission by THE CITY of invoices on a form to be provided by the County. Such invoices shall be accompanied by supporting documentation as required by the County and shall include but is not limited to satisfactory proof of property ownership by the seller. HOF Funds shall be fully invoiced no later than December 31, 1994.

III. TENANTS, SERVICES, AND CHARGES

A. THE CITY shall provide housing and services for homeless families with children (hereafter called "Tenants") within the Premises.

B. THE CITY shall provide services to Tenants which shall include but are not limited to: parenting and budgeting skills training, group and individual counseling, and health care service referrals. Services will be provided on- and off-site).

C. THE CITY shall insure that Tenants have annual incomes that do not exceed 30% of the annual median income for the Seattle-Everett Metropolitan Statistical Area (SMSA median income), adjusted for family size, as estimated from time to time by the U.S. Department of Housing and Urban Development (HUD). If at any time, HUD no longer estimates SMSA median income, the benefit standard shall be based on a program selected by King County at its sole discretion.

C.1. THE CITY shall verify Tenants' income from time to time as the County requests only in accordance with methods prescribed by or agreed to by the County.

D. THE CITY shall maintain rent and utilities for the Premises at a rate no greater than 30% of tenant income. Any increase in rent must be based on changes in HUD affordability standards and must be approved in advance in writing by the County.

E. THE CITY shall insure that 50% of Tenants each each year during the term of this Agreement shall be residents of unincorporated King County. THE CITY shall engage in outreach and marketing efforts to meet this obligation. Provided, however, that in the event that there is a decrease in the population of unincorporated King County such that it becomes impracticable for THE CITY to meet this obligation, King County and THE CITY shall meet to discuss other ways of satisfying King County's requirements.

F. Upon execution of this Agreement, THE CITY shall provide the County with a copy of the comprehensive management plan (the "Plan") for the management of the Premises. The Plan shall not conflict with the policies and procedures of the HOF as contained in King County Ordinance 9369, as amended from time to time and shall address, but not be limited to, a description of tenant rights and responsibilities, tenant selection policies, maintenance plans and schedules, and support services provided.

G. If at any time during the term of this Agreement, THE CITY determines that it is no longer feasible for it to serve and house Tenants within the Premises, THE CITY may inform the County that it desires to negotiate for the purpose of serving an alternative population consisting of HOF-eligible beneficiaries. The County may at its sole option exercise its rights and remedies set forth under this agreement or negotiate this matter with THE CITY. The purpose of the negotiation shall be to identify an alternative HOF-eligible population to be served within the Premises. Such negotiation period shall not exceed 180 days. If the parties are unable to reach an agreement regarding an alternative population, THE CITY shall pay King County an amount equal to fifty percent of the appraised value of the Premises. The appraised value shall be determined by a standard MAI appraisal conducted by an independent, licensed appraiser. Upon such payment, this Agreement shall terminate and neither party shall have further liability hereunder.

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IV. INDEMNITY AND HOLD HARMLESS

THE CITY shall protect, defend, indemnify, and save harmless the County, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of THE CITY, its officers, employees, and/or agents. THE CITY agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by or on behalf of any employees, or agents. For this purpose, THE CITY, by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the County incurs any judgment, award and/or cost arising therefrom including attorney's fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from THE CITY.

V. LIABILITY INSURANCE.

By date of execution of this Agreement, THE CITY shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from, or in connection with the activities of THE CITY, its agents, representatives, employees, and/or subcontractors. The cost of such insurance shall be paid by THE CITY.

For All Coverages: Each insurance policy shall be written on an "Occurrence" form.

A. MINIMUM SCOPE OF INSURANCE.

Coverage shall be at least as broad as:

1. General Liability

Insurance Services Office form number (GL 0002 Ed. 1-73) covering COMPREHENSIVE GENERAL LIABILITY and Insurance Services Office form number (GL 0404 Ed. 5-81) covering BROAD FORM COMPREHENSIVE GENERAL LIABILITY ENDORSEMENT;

-or-

Insurance Services Office form number (CG 00 01 Ed. 11-88) covering COMMERCIAL GENERAL LIABILITY.

2. Fire Insurance

Insurance Services Office form number (DP-3 Ed. 1-77) covering SPECIAL FORM DWELLING PROPERTY INSURANCE.

B. MINIMUM LIMITS OF INSURANCE.

THE CITY shall maintain limits no less than, for:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
2. Fire Insurance: \$ _____ (100% of replacement cost value.)

C. LIABILITY INSURANCE DURING BUILDING CONSTRUCTION.

Prior to commencement of building construction and until construction is complete and approved by the CITY, the CITY shall cause the construction contractor to procure and maintain insurance against claims for injuries to persons or damages to property which may arise from, or in connection with the activities related to this Agreement, of the CITY, its agents, representatives, employees, and/or subcontractors. The CITY shall be a named or an additional insured on all policies. The cost of such insurance shall be paid by the CITY and/or any other of the CITY's subcontractors.

For All Coverages: Each insurance policy shall be written on an "Occurrence" form.

1. MINIMUM SCOPE OF INSURANCE. Coverage shall be at least as broad as:

a. General Liability

Insurance Services Office form number (CG 00 01 Ed. 11-88) covering COMMERCIAL GENERAL LIABILITY:
-or-

Insurance Services Office form number (GL 0002 Ed. 1-73) covering COMPREHENSIVE GENERAL LIABILITY and Insurance Services Office form number (GL 0404 Ed. 5-81) covering BROAD FORM COMPREHENSIVE GENERAL LIABILITY ENDORSEMENT;

b. Products and Completed Operations

THE CITY shall procure and maintain, during the life of this Agreement, Products and Completed Operations coverage for the protection against bodily injury and property damage claims arising from this hazard, at a limit acceptable to the County.

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c. Automobile Liability

Insurance Services Office form number (CA 00 01 d. 12-90) covering BUSINESS AUTO COVERAGE, symbol 1 "any auto"; or the combination of symbols 2, 8, and 9.

d. Professional Liability, Errors and Omissions Coverage

In the event that services delivered pursuant to this Agreement either directly or indirectly involve or require professional services, Professional Liability, Errors and Omissions coverage shall be provided. "Professional Services" for the purposes of this section shall mean any services provided by a licensed professional.

e. Builder's Risk Insurance

THE CITY will obtain a builder's risk policy (Insurance Services Offices form number (CP-00 02 Ed. 10-90) BUILDER'S RISK COVERAGE FORM) covering 100% of the replacement value of the building/structures.

f. Worker's Compensation

Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this work by applicable Federal or "Other States" State law.

g. Stop Gap, Employers Contingent Liability

2. MINIMUM LIMITS OF INSURANCE. THE CITY shall maintain limits no less than, for:

a. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.

b. Products and Completed Operations: \$1,000,000.

c. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.

d. Professional Liability, Errors & Omissions: \$1,000,000.

e. Builder's Risk Insurance: \$ (100% replacement cost value).

f. Workers Compensation: Statutory requirements of the State of residency.

g. Stop Gap or Employers Liability Coverage:
\$1,000,000.

D. DEDUCTIBLES AND SELF-INSURED RETENTIONS. Any deductibles or self-insured retentions must be declared to, and approved by, the County. At the option of the County, the insured shall instruct the insurer to reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials and employees. The deductible and/or self-insured retention of the policies shall not limit or apply to THE CITY's liability to the County and shall be the sole responsibility of THE CITY.

E. OTHER INSURANCE PROVISIONS. The insurance policies required in this Agreement are to contain, or be endorsed to contain the following provisions:

1. General Liability Policy

a. the County, its officers, officials, employees and agents are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of THE CITY in connection with this Agreement.

b. To the extent of THE CITY's negligence, THE CITY's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by the County, its officers, officials, employees or agents shall not contribute with the Named Insured's insurance or benefit the Named Insured in any way.

c. THE CITY's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

2. Fire Insurance Policy. The policy shall include the the County as an insured in the amount equal to their interest, as their interest may appear.

3. All Policies. Coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits until after forty-five (45) days prior notice, return receipt requested, has been given to the County.

F. ACCEPTABILITY OF INSURERS. Insurance is to be placed with insurers with a Bests' rating of no less than A:VIII, or, if not rated with Bests', with minimum surpluses the equivalent of Bests' surplus size VIII.

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If at any time of the foregoing policies shall be or become unsatisfactory to the County, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the County, THE CITY shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

- G. VERIFICATION OF COVERAGE. THE CITY shall furnish the County with certificate(s) of insurance and endorsement(s) required by this Agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements for each insurance policy are to be on forms provided or approved by the County and are to be received and approved by the County prior to the commencement of activities associated with the Agreement. The County reserves the right to require complete, certified copies of all required insurance policies at any time.
- H. PROVISION FOR INCREASE OF COVERAGE. To ensure that appropriate insurance is carried by THE CITY, the County at its sole option may adjust these insurance requirements every three (3) years, the first adjustment to occur three (3) years after the beginning of the term of this Agreement. Such adjustments shall not be greater than amounts customarily required by King County in Agreements of similar character.

VI. MUTUAL RELEASE AND WAIVER.

To the extent a loss is covered by insurance in force, the County and THE CITY hereby mutually release each other from liability and waive all right of recovery against each other for any loss from perils insured against under their respective fire insurance policies, including any extended coverage endorsements hereto; provided, that this agreement shall be inapplicable if it would have the effect of invalidating any insurance coverage of the County or the THE CITY.

VII. COMPLIANCE WITH LAWS AND REGULATIONS, TAXES, AND FEES.

A. In carrying out this Agreement, THE CITY shall comply with all applicable laws, ordinances, and regulations which have been or will be promulgated by any and all authorities having jurisdiction. THE CITY specifically agrees to bear the risks of such laws, ordinances, and regulations, and to pay all costs associated with achieving compliance without notice from the County. THE CITY shall pay all license fees and all federal and state taxes on the Premises, improvements and equipment, and all licensing fees for vehicles or other licensed equipment to the extent that the parties are subject to such taxes and fees. THE CITY shall pay all permit fees, including but not limited to land use, building, construction, health, sanitation and business permit fees. The County shall not in any case be held liable for any taxes and/or

fees owing to any person due to THE CITY's ownership, operation, use and/or possession of the Premises. THE CITY shall apply for all appropriate tax exemptions, and neither this paragraph nor any other provision of this Agreement shall be construed as a waiver or relinquishment by the parties of any tax exemption available to it.

B. THE CITY shall at all times comply with all applicable federal, state, and local laws, statutes, rules and regulations relating to relocation of those persons and households residing within the Premises prior to occupancy by Tenants. THE CITY shall be solely responsible for the cost of all relocation benefits required by law. At no time shall the County be responsible for the cost of such benefits.

VIII. RECORDKEEPING AND REPORTING

A. THE CITY shall keep and maintain all records as the County may from time to time reasonably require, including, but not limited to, records pertaining to the acquisition, rehabilitation and operation of the Premises, the provision of services for residents and records pertaining to Tenants' annual income. The County shall have access upon reasonable notice to any and all of THE CITY's records at any time during the course of the rehabilitation and operation of the Premises.

B. THE CITY shall submit an annual report to King County's Planning and Community Development Division within 60 days of the close of each calendar year. This annual report shall include information pertaining to the Tenants, including numbers served, age, ethnicity, gender, income; and information pertaining to THE CITY, including THE CITY's annual report of activities, an audited financial statement and federal tax return and a list of names and addresses of current board members and officers. THE CITY shall also submit additional reports which the County may from time to time reasonably require.

X. NONDISCRIMINATION

A. General

1. During the performance of this Agreement, neither THE CITY nor any party subcontracting under authority of this Agreement shall discriminate on the basis of race, color, sex, religion, nationality, creed, sexual orientation, marital status, age, or the presence of any sensory, mental or physical handicap in employment or application for employment or in the administration or delivery of services or any other benefits under this Agreement.

THE CITY shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations which prohibit such discrimination. These laws include, but are not limited to, RCW 49.60, Titles VI and VII of the Civil Rights Law of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, Executive Order 11246 issued by the President of the United States and Executive Order 2001-R issued by the County Executive.

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2. THE CITY shall consult and cooperate fully with the County, the Washington State Human Rights Commission, the Equal Employment Opportunity Commission and other appropriate federal, state and local agencies in ensuring its full compliance with the laws against discrimination. THE CITY shall consult the Compliance Unit of the King County Office of Civil Rights and Compliance for information and technical assistance and/or for referral to other agencies for assistance.

3. In the event of noncompliance by THE CITY with any of the nondiscrimination provisions of this Agreement, the County shall have the right, at its option, to terminate this Agreement in whole or in part.

B. Employment

1. THE CITY shall not discriminate against any employee or applicant for employment due to race, color, sex, religion, nationality, creed, sexual orientation, marital status, age, or the presence of any sensory, mental or physical handicap in any employment practice including, but not limited to, hiring and firing, layoffs, upgrading, demotion or transfer, recruitment or recruitment advertising, rates of pay or other forms of compensation, training or any other term, condition or practice of employment.

2. THE CITY shall give notice of its nondiscrimination policy and obligation in all solicitations or advertisements for employees, and will send to each labor union or representative of workers with which it has a collective bargaining agreement or other understanding a notice of the commitments under this section.

3. THE CITY shall comply with all applicable federal, state and local laws and regulations regarding nondiscrimination in employment and shall develop and implement such affirmative action plans and reporting procedures as may be required, including those required by the County.

4. During the performance of this Agreement neither THE CITY nor any party subcontracting under the authority of this Agreement shall engage in unfair employment practices as defined by King County Code, Chapter 12.18. It is an unfair employment practice for any:

a. employer or labor organization to discriminate against any person with respect to referral, hiring, tenure, promotion terms, conditions, wages or other privileges of employment;

b. employment agency or labor organization to discriminate against any person with respect to membership rights and privileges, admission to or participation in any guidance program, apprenticeship training program, or other occupational training program;

c. employer, employment agency, or labor organization to print, circulate, or cause to be printed published or circulated, any statement, advertisement or publication relating to

employment or membership, or to use any form or application therefor, which indicates any discrimination unless based upon a bona fide occupation qualification;

d. employment agency to discriminate against any person with respect to any reference for employment or assignment to a particular job classification;

e. employer, employment agency or a labor organization to retaliate against any person because this person opposed any practice forbidden by K.C.C. 12.18 or because that person made a charge, testified or assisted in any manner in any investigation, proceeding or hearing initiated under the provisions of King County Code, Chapter 12.18;

f. publisher, firm corporation, organization or association printing, publishing or circulating any newspaper, magazine or other written publication to print or cause to be printed or circulated any advertisement with knowledge that the same is in violation of King County Code Chapter 12.18.030 (c), or to segregate and separately designate advertisements as applying only to men and women unless such discrimination is reasonable necessary to the normal operation of the particular business, enterprise or employment, unless based upon a bona fide occupational qualification;

g. employer to prohibit any person from speaking in a language other than English in the workplace unless:

(1) the employer can show that requiring that employees speak English at certain times is justified by business necessity, and

(2) the employer informs employees of the requirement and the consequences of violating the rule.

If the THE CITY fails to comply with King County Code Chapter 12.18, then THE CITY shall be subject to the procedures and penalties set forth therein.

C. Program and Services

1. THE CITY, or any subcontracting authority under this Agreement, agrees not to discriminate on the basis of race, color, sex, religion, nationality, creed, sexual orientation, marital status, age, or the presence of any mental, physical or sensory handicap in the access to, or in the provision and administration of, any program or activity under this Agreement.

2. "Discrimination" includes but may not be limited to 1) denial of services or benefits, 2) segregation, separate or different treatment or benefits, 3) utilization of administrative criteria or methods that have the effect of discriminatory treatment. This obligation includes taking affirmative steps to make programs and services available and accessible to the handicapped.

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D. Minority/Women's Businesses

Unless waived, THE CITY shall fully comply with the provisions of King County Code, Chapter 4.18 in conducting the improvement of the properties of the Project described in this Agreement. Failure by THE CITY to comply with any requirements of this Chapter shall be a breach of this Agreement.

E. Subcontracts and Purchases

THE CITY shall include this Section IX in every subcontract or purchase order for goods or services which are the subject of this Agreement.

X. ASSIGNMENT

THE CITY shall not assign this Agreement in whole or in part or subcontract any of the terms of this Agreement without the prior written consent of the County. Any request for assignment, transfer, or subcontract shall be made in writing, shall state the party to whom such transfer shall be made and the purpose of such transfer.

XI. BREACH/DEFAULT

A. No waiver of a breach of any provision hereof shall be deemed a modification of the terms of this Agreement, nor shall such waiver be deemed to waive any other or subsequent breach of this Agreement.

B. In the event THE CITY fails to observe or perform any of the provisions of this Agreement, that failure having continued for thirty days after the County gives written notice to cure such failure to THE CITY, THE CITY shall be deemed in default of this Agreement; provided however that if the nature of the default is such that more than thirty days are reasonably required for its cure, then THE CITY shall not be deemed in default if it commences such cure within such thirty-day period and diligently pursues such cure to completion within 180 days.

C. Notwithstanding anything herein to the contrary, in the event of a default by THE CITY under this Agreement, the County shall be entitled, upon notice, to liquidated damages as defined in Section XII, below.

D. The remedies set forth herein shall not be the exclusive remedies available to the parties. Each party shall retain all rights which they otherwise would have at law or in equity.

E. The remedies set forth herein shall be cumulative and the parties may exercise one or more of the said remedies and shall not be deemed to have elected any remedy to the exclusion of other remedies.

XII. LIQUIDATED DAMAGES.

Default of THE CITY or any failure of THE CITY to perform any conditions of this Agreement that are not cured as provided herein shall result in the limitation of the availability of housing and services for homeless families with children to the loss and damage of the County. Because it would be impracticable to fix the actual damages sustained in the event of such failure to perform, the County and THE CITY, therefore, agree that in the event of THE CITY's failure to perform, the damages incurred by the County shall be fifty percent of the appraised value of the Premises. The appraised value shall be determined at THE CITY's expense by an appraiser satisfactory to the County ("a Market Value Appraisal"). County and THE CITY agree that THE CITY shall pay such amount to the County as liquidated damages arising from all causes including but not limited to causes beyond its reasonable control and without the fault or negligence of THE CITY. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of any government body acting in its sovereign capacity, war, explosions, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes and unusually severe weather. Upon payment of such sum, neither party shall have any further liability hereunder.

XIII. NOTICE

Any notice required to be given by either party to the other shall be deposited in the United States mail, postage prepaid, addressed to the City of Auburn at 25 West Main Street, Auburn WA, 98001, or to the County at King County Planning and Community Development Division, 707 Smith Tower Building, 506 Second Avenue, Seattle, WA 98104, or at such other address as either party may designate to the other in writing from time to time

XIV. GENERAL TERMS

A. This Agreement shall be binding upon the parties hereto, their heirs, successors, and assigns.

B. THE CITY hereby represents that the person signing below has full authority to execute this Agreement and to bind THE CITY as set forth herein.

C. If any term or provision of this Agreement or the application of any term of this Agreement to any person or circumstance is invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall continue in full force and effect.

D. This Agreement shall be effective upon signature by both parties following approval by their governing bodies.

E. This Agreement and Exhibits A through D attached hereto, constitute the entire agreement between the parties with regard to the subject matter thereof. This Agreement supersedes all prior

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negotiations and no modification or amendment to this Agreement shall be valid unless in writing signed by both parties

F. THE CITY and the County agree to execute such additional documents during the term of the Agreement as may be necessary to effectuate the intent of the parties and the purpose of this Agreement.

G. If, by reason of any default or breach on the part of either party in the performance of any of the provisions of this Agreement, a legal action is instituted, the losing party agrees to pay all reasonable costs and attorney's fees in connection therewith. It is agreed that the venue of any legal action brought under the terms of this Agreement shall be King County.

H. This Agreement is for the benefit of the named parties only and no third party shall have any rights thereunder.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the date first above written.

CITY OF AUBURN

KING COUNTY, WASHINGTON

BY _____

Its

BY _____

Gary Locke
King County Executive

APPROVED AS TO FORM:

BY _____

Deputy Prosecuting Attorney

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this _____ day of _____, 19__ 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 _____ of the _____ corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

GIVEN under my hand and official seal this _____ day of _____, 19__ .

NOTARY PUBLIC in and for the State
of Washington residing at

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this day personally appeared before me _____ to me known to be the _____ County Executive of King County, Washington, the person who signed the above and foregoing instrument for King County for the uses and purposes therein stated and acknowledged to me that he signed the same as the free and voluntary act and deed of King County and that he was so authorized to sign.

GIVEN under my hand and official seal this _____ day of _____, 19__ .

NOTARY PUBLIC in and for the State
of Washington, residing at

aub1.doc 4/22/94

EXHIBIT A**LEGAL DESCRIPTION**

Lot 22, Block 5, Harts First Addition located in the City of Auburn, County of King, Washington, as recorded in Volume 20 in the Records of Plats, page 23, for King County, Washington.

EXHIBIT B**PROJECT DESCRIPTION**

The City of Auburn will construct a single-story, 3-bedroom, prefabricated single family home to serve homeless families with children. The home will be constructed on City-owned land; the address is 126 11th Street, S.E., Auburn WA. Preparation of the site, foundation and landscaping will be completed by disadvantaged youth through a Federally funded employment training program, Youthbuild.

The City of Auburn will own and operate the premises as transitional housing. Families will be served from two to three years at the facility, with the goal of moving the families into permanent housing. The City will also provide services designed to stabilize families, including but not limited to referrals for support services, case management, employment counseling and budgeting.

The facility will be occupied in December, 1994.

EXHIBIT C
HOF PROJECT BUDGET

BUDGET SUMMARY

Budget Categories	HOF	Other Funds
Acquisition of Real Property	\$ _____	\$ 37,000 _____
Construction/Rehabilitation	\$ 62,447 _____	\$ 20,805 _____
Construction Contingency	\$ 4,163 _____	\$ 4,163 _____
Development Costs	\$ 4,280 _____	\$ 5,845 _____
Project Management	\$ 3,962 _____	\$ 7,039 _____
TOTALS	\$ 74,852 _____	\$ 74,852 _____

Other Sources of Funds:**Other King County:**

1. King County Youthbuild	\$ 2,360 _____
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Applicant:

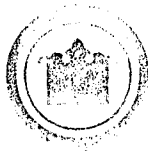
1. City of Auburn	\$ 72,492 _____
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TOTAL OTHER SOURCES**\$ 74,852**

EXHIBIT D

IMPLEMENTATION SCHEDULE

<u>Milestones</u>	<u>Completion Date</u>
Youthbuild Award	May, 1994
Hire Architect	June, 1994
Complete drawings and specifications	June, 1994
Let out bid for construction of single family home	July, 1994
Obtain permits	July, 1994
Begin construction	August, 1994
Complete construction	November, 1994
Certificate of Occupancy Released	November, 1994
Occupancy	December, 1994



King County Executive
GARY LOCKE

RECEIVED

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CLERK
KING COUNTY COUNCIL

Cisack - Vance - GATTE

June 24, 1994

The Honorable Kent Pullen, Chair
King County Council
Room 1200
C O U R T H O U S E

Dear Councilmember Pullen:

Enclosed for King County Council consideration is a motion authorizing me to execute an interlocal cooperation agreement with the City of Auburn. This agreement will regulate the use of property improved with 1994 funds from the King County Housing Opportunity Fund (HOF). The property, located in Auburn, will be used to provide a single-family home for homeless families.

The agreement with the City of Auburn will be in effect for 35 years. Council action is necessary because of the length of the agreement and the potential for the County to incur costs for monitoring of the agreement through the 35-year life.

Thank you for your prompt attention to this matter. If you have any questions regarding the interlocal cooperation agreement or the City of Auburn project, please contact Craig Larsen, Acting Director, Parks, Planning and Resources Department, at 296-7503.

Sincerely,

Gary Locke
Gary Locke
King County Executive

GL:csm\126

Enclosure

cc: Maureen Morris, Chief Financial Officer
Robert I. Stier, Senior Deputy Prosecuting Attorney
Craig Larsen, Acting Director, Parks, Planning and Resources Department