

11/18/91

INTRODUCED BY: Lois North

PROPOSED NO. 91-846

ORDINANCE NO. **10165**

AN ORDINANCE providing for the issuance and public sale of limited tax levy general obligation bond anticipation notes of the county in the aggregate principal amount of \$7,800,000 for the purpose of providing interim financing for the costs of planning jail and criminal justice facilities; providing the date, form, terms and maturities of said notes; providing for the disposition of the proceeds of sale; creating the regional justice center construction fund; establishing funds for the receipt and expenditure of note proceeds and for the payment of the notes; and providing for the annual levy of taxes to pay the principal thereof and interest thereon.

PREAMBLE:

The county council has determined to proceed with planning for the siting and development of regional jail and criminal justice facilities in anticipation of a public vote on unlimited tax levy general obligation bonds to finance construction of such facilities.

It is deemed necessary and advisable that the county now issue and sell \$7,800,000 of its limited tax levy general obligation bond anticipation notes to finance the costs of such planning and reimburse the county for expenditures previously made for such purpose.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. Definitions. The following words and terms as used in this ordinance shall have the following meanings for all purposes of this ordinance, unless some other meaning is plainly intended.

A. "Bond Register" means the registration books maintained by the Bond Registrar for purposes of identifying ownership of the Notes.

B. "Bond Registrar" means the fiscal agency of the State of Washington in either Seattle, Washington, or New York, New York, for the purposes of registering and authenticating the Notes, maintaining the Bond Register, effecting the transfer of

1 ownership of the Notes and paying interest on and principal of  
2 the Notes.

3 C. "Bond Year" means each one-year period (or shorter  
4 period from the date of issue of the Notes) that ends at the  
5 close of business on December 31.

6 D. "Bonds" means the limited tax levy general obligation  
7 bonds authorized pursuant to Section 4.A. of this ordinance.

8 E. "Chief Financial Officer" means the person serving as  
9 the chief financial officer of the Office of Financial Manage-  
10 ment of King County or the county officer who succeeds to the  
11 duties now delegated to that office.

12 F. "Code" means the Internal Revenue Code of 1986, as  
13 amended. Any reference to a provision of the Code shall include  
14 the applicable regulations of the Department of the Treasury  
15 promulgated or proposed with respect to such provision.

16 G. "Computation Date" means the Installment Computation  
17 Date or the Final Computation Date.

18 H. "Construction Fund" means the Regional Justice Center  
19 Construction Fund established pursuant to Section 17 of this  
20 ordinance.

21 I. "County Finance Manager" means the manager of the  
22 finance division of the King County Office of Financial Manage-  
23 ment or any other county officer who succeeds to the duties now  
24 delegated to that office.

25 J. "DTC" means The Depository Trust Company, New York,  
26 New York.

27 K. "Final Computation Date" means the date that the last  
28 Note is discharged. A Note is discharged on the date that all  
29 amounts due under the terms of the Note are actually and uncon-  
30 ditionally due if cash is available at the place of payment and  
31 no interest accrues with respect to the Notes after such date.  
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1 L. "Installment Computation Date" means the last day of  
2 the fifth Bond Year and of each succeeding fifth Bond Year.

3 M. "Letter of Representations" means that letter  
4 substantially in the form of Exhibit B hereto and incorporated  
5 herein by this reference.

6 N. "Nonpurpose Receipts" means, in general, any receipt  
7 with respect to an investment allocated to the Notes. The fol-  
8 lowing types of receipts are specifically included:

9 1. Actual Receipts. Any amount actually or construc-  
10 tively received with respect to an investment. Actual receipts  
11 may not be reduced by sales commissions, administrative expenses  
12 or similar expenses.

13 2. Disposition Receipts. An amount determined by  
14 treating an investment that ceases to be allocated to the Notes  
15 (other than by reason of a sale or retirement) as if sold for  
16 fair market value on the date that the investment ceases to be  
17 allocated to the Notes.

18 3. Installment Date Receipts. The fair market value  
19 (or, for fixed rate investments, present value) of all in-  
20 vestments allocated to the Notes at the close of business on any  
21 Computation Date.

22 4. Imputed Receipts. Any receipts that are required  
23 to be imputed and taken into account pursuant to Section  
24 1.148-5T of the Temporary Income Tax Regulations or any  
25 successor Temporary or Final Income Tax Regulations.

26 O. "Nonpurpose Payments" means, in general, any payment  
27 with respect to an investment allocated to the Notes. The fol-  
28 lowing types of payments are specifically included:

29 1. Direct Payments. The amounts of gross proceeds of  
30 the Notes directly used to purchase the investment. Direct  
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1 payments do not include brokerage commissions, administrative  
2 expenses or similar expenses.

3  
4 2. Constructive Payments. The fair market value (as  
5 of the date of allocation to the Notes) of any investment that  
6 was not directly purchased with gross proceeds of the Notes, but  
7 which is allocated to the Notes.

8 3. Payments of Rebatable Arbitrage. Any payment of  
9 Rebatable Arbitrage if such payment is made no later than the  
10 due date for such payment.

11 P. "Note" or "Notes" means all or a portion of the  
12 \$7,800,000 King County, Washington, Limited Tax Levy General  
13 Obligation Bond Anticipation Notes, issued pursuant to this  
14 ordinance.

15 Q. "Redemption Fund" means the "Limited General  
16 Obligation Bond Redemption Fund" previously established by the  
17 County.

18 SECTION 2. Findings. The King County council hereby makes  
19 the following findings:

20 The county has determined to proceed with planning for the  
21 siting and development of regional jail and criminal justice  
22 facilities in anticipation of a public vote on the issuance of  
23 unlimited tax general obligation bonds to finance the  
24 construction of such facilities. Commencing in May, 1989 and  
25 continuing through the date of adoption of this ordinance, the  
26 county has incurred planning costs of approximately \$1,625,000  
27 and anticipates the additional expenditure of approximately  
28 \$6,175,000 (including costs of issuing the Notes) prior to  
29 issuance of the voted bonds. It has been the intention of the  
30 county to reimburse itself for such expenditures from the  
31 proceeds of tax-exempt obligations. In order to provide funds  
32 for the reimbursement of expenditures to date and to continue

1 such planning, the county council deems it to be in the best  
2 interest of the county and its citizens to now issue its short  
3 term obligations in anticipation of the issuance of its tax-  
4 exempt bonds.

5 SECTION 3. Authorization of Planning. Continued planning  
6 for regional jail and criminal justice facilities (the  
7 "Project") and reimbursement from proceeds of the Notes for  
8 expenditures of the County previously made for such purpose are  
9 hereby authorized. Costs of the Project shall include, but not  
10 be limited to, costs of contractors and county staff allocable  
11 to environmental study, architectural, legal, engineering and  
12 other tasks relating to the selection and evaluation of sites,  
13 the costs of options on real property, as well as preliminary  
14 design and planning for the proposed jail and criminal justice  
15 facilities.

16 SECTION 4. Purpose, Authorization and Description of  
17 Bonds and Notes.

18 A. Purpose and Authorization of Bonds. For the purpose  
19 of providing funds required to pay the cost of the Project  
20 authorized in Section 3 hereof and to pay all costs incidental  
21 to the issuance of the Notes and the Bonds, there shall be  
22 issued and sold limited tax levy general obligation bonds of the  
23 county in an amount at least sufficient to pay the principal of  
24 and interest on the Notes or any additional bond anticipation  
25 notes issued to redeem the Notes on or before maturity, to the  
26 extent not paid from other sources including, but not limited  
27 to, unlimited tax general obligation bonds approved by the  
28 electorate.

29 The Bonds to be issued shall be in such denomination(s) and  
30 form; shall be dated and bear interest at such rate or rates;  
31 shall be payable at such place or places; shall have such option  
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1 of payment prior to maturity; shall contain and be subject to  
2 such covenants; may be combined with any subsequently authorized  
3 bonds and issued as a single combined issue, as provided  
4 hereafter by ordinance of the county. The Bonds shall be  
5 payable out of an annual tax levied within and as part of the  
6 tax levy permitted the county without a vote of the people  
7 together with other money of the county which may be legally  
8 used and which the county may apply for such purpose.

9 B. Purpose, Authorization and Description of Notes. In  
10 order to provide interim financing for the cost of the Project  
11 authorized in Section 3 hereof and six months interest on the  
12 Notes and in anticipation of the issuance of the Bonds, the  
13 county shall issue its short term obligations in the form of  
14 limited tax levy general obligation bond anticipation notes in  
15 the aggregate principal amount of \$7,800,000. Said short term  
16 obligations shall be designated "King County, Washington,  
17 Limited Tax Levy General Obligation Bond Anticipation Notes,  
18 1991"; shall be dated December 1, 1991; shall be registered in  
19 the denomination of \$5,000 each, or any integral multiple  
20 thereof at the option of the purchaser; shall be numbered  
21 separately in such manner and with any additional designation as  
22 the Bond Registrar deems necessary for purposes of  
23 identification; and shall mature on December 1, 1994. The Notes  
24 shall bear interest from their date to the most recent interest  
25 payment date for which interest has been paid or duly provided  
26 for, whichever is later, payable on June 1, 1992 and  
27 semiannually thereafter on the first days of each succeeding  
28 December and June to the maturity or earlier redemption of the  
29 Notes, at a rate per annum bid by the successful bidder at  
30 public sale and accepted by motion of the county council  
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1 pursuant to Section 24 hereof. Interest shall be calculated on  
2 the basis of a 360-day year consisting of twelve 30-day months.

3 The Notes shall be negotiable instruments to the extent  
4 provided by RCW 62A.8-105.

5 C. Initial Immobilization of Notes. The Notes initially  
6 shall be held in fully immobilized form by DTC acting as  
7 depository pursuant to the terms and conditions contained in the  
8 Letter of Representations set forth in Exhibit B hereto and by  
9 this reference incorporated herein. To induce DTC to accept the  
10 Notes as eligible for deposit at DTC, the County Finance Manager  
11 is authorized to execute the Letter of Representations, with  
12 such changes as hereafter may be approved by him, and such  
13 approval shall be conclusively presumed by the County Finance  
14 Manager's execution thereof. Neither the county nor the Bond  
15 Registrar shall have any responsibility or obligation to DTC  
16 participants or the persons for whom they act as nominees with  
17 respect to the Notes regarding accuracy of any records  
18 maintained by DTC or DTC participants of any amount in respect  
19 of principal or redemption price of or interest on the Notes, or  
20 any notice which is permitted or required to be given to  
21 Registered Owners under this ordinance (except such notice as is  
22 required to be given by the county to the Bond Registrar or the  
23 DTC).

24 The Notes initially shall be issued in denominations equal  
25 to the aggregate principal amount of each maturity and initially  
26 shall be registered in the name of CEDE & CO., as the nominee of  
27 DTC. The Notes so registered shall be held in fully immobilized  
28 form by DTC as depository. For so long as any Notes are held in  
29 fully immobilized form, DTC, its successor or any substitute  
30 depository appointed by the county, as applicable, shall be  
31 deemed to be the Registered Owner for all purposes hereunder and  
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1 all references to Registered Owners, noteowners, noteholders,  
2 owners or the like shall mean DTC or its nominees and shall not  
3 mean the owners of any beneficial interests in the Notes.  
4 Registered ownership of such Notes, or any portions thereof, may  
5 not thereafter be transferred except:

6 1. To any successor of DTC or its nominee, if that  
7 successor shall be qualified under any applicable laws to  
8 provide the services proposed to be provided by it;

9 2. To any substitute depository appointed by the  
10 county pursuant to this subsection or such substitute  
11 depository's successor; or

12 3. To any person as herein provided if the Notes are  
13 no longer held in immobilized form.

14 Upon the resignation of DTC or its successor (or any sub-  
15 stitute depository or its successor) from its functions as  
16 depository, or a determination by the county to no longer  
17 continue the system of book entry transfers through DTC or its  
18 successor (or any substitute depository or its successor), the  
19 county may appoint a substitute depository. Any such substitute  
20 depository shall be qualified under any applicable laws to  
21 provide the services proposed to be provided by it.

22 In the case of any transfer pursuant to clause 1. or 2. of  
23 the second paragraph of this subsection, the Bond Registrar,  
24 upon receipt of all outstanding Notes together with a written  
25 request on behalf of the county, shall issue a single new Note  
26 for each maturity of Notes then outstanding, registered in the  
27 name of such successor or such substitute depository, or their  
28 nominees, as the case may be, all as specified in such written  
29 request of the county.

30 In the event that DTC or its successor (or substitute  
31 depository or its successor) resigns from its functions as  
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1 depository, and no substitute depository can be obtained; or the  
2 county determines that beneficial owners of the Notes be able to  
3 obtain Note certificates, the ownership of Notes may be  
4 transferred to any person as herein provided, and the Notes  
5 shall no longer be held in fully immobilized form. The county  
6 shall deliver a written request to the Bond Registrar, together  
7 with a supply of definitive Notes, to issue Notes as herein  
8 provided in any authorized denomination. Upon receipt of all  
9 then outstanding Notes by the Bond Registrar, together with a  
10 written request on behalf of the county to the Bond Registrar,  
11 new Notes shall be issued in such denominations and registered  
12 in the names of such persons as are requested in such a written  
13 request.

14 D. Place, Manner and Medium of Payment. Both principal  
15 of and interest on the Notes shall be payable in lawful money of  
16 the United States of America. For so long as outstanding Notes  
17 are registered in the name of Cede & Co., or its registered  
18 assigns, as nominee of DTC, payments of principal of and  
19 interest on the Notes shall be made in next day funds on the  
20 date such payment is due and payable at the place and in the  
21 manner provided in the Letter of Representations.

22 In the event that Notes are no longer immobilized by DTC,  
23 interest on the Notes shall be paid by checks or drafts mailed,  
24 or by wire transfer, to owners of Notes at the addresses for  
25 such owners appearing on the Bond Register on the 15th day of  
26 the calendar month preceding the interest payment date. Wire  
27 transfer will be made only if so requested in writing and if the  
28 owner owns at least one million dollars (\$1,000,000) par value  
29 of the Notes. Principal of the Notes shall be payable at matur-  
30 ity or on such dates as may be fixed for prior redemption upon  
31 representation and surrender of the Notes by the owners at  
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1 either principal office of the Bond Registrar in Seattle,  
2 Washington, or New York, New York, at the option of such owners.

3 SECTION 5. No Optional Redemption of Notes. The Notes are  
4 not subject to redemption prior to their stated maturity.

5 SECTION 6. Form of Notes. The Notes shall be in substan-  
6 tially the following form:

7  
8 NO. \_\_\_\_\_ \$ \_\_\_\_\_

9 UNITED STATES OF AMERICA

10 STATE OF WASHINGTON

11 KING COUNTY

12 LIMITED TAX LEVY GENERAL OBLIGATION BOND ANTICIPATION NOTE, 1991,  
13

14 INTEREST RATE: MATURITY DATE: CUSIP NO.:

15 SEE REVERSE SIDE FOR  
16 CERTAIN ADDITIONAL PROVISIONS

17 Registered Owner:

18 Principal Amount:

19 KING COUNTY, WASHINGTON (the "County"), hereby acknowledges  
20 itself to owe and for value received promises to pay to the  
21 Registered Owner identified above, or registered assigns, on the  
22 Maturity Date specified above, the Principal Amount specified  
23 above and to pay interest thereon (computed on the basis of a  
360-day year of 12 30-day months) from December 1, 1991, or the  
most recent date to which interest has been paid or duly pro-  
vided for until payment of this note at the Interest Rate set  
forth above, payable on June 1, 1992, and semiannually there-  
after on the first days of each succeeding December and June.

24 Both principal of and interest on this note are payable in  
25 lawful money of the United States of America. While notes are  
26 held in an immobilized "book entry" system of registration, the  
27 principal of this note is payable to the order of the Registered  
28 Owner on the maturity date of this Note, and the interest on  
29 this Note is payable to the order of the Registered Owner in  
30 next day funds received by the Registered Owner on each interest  
31 payment date. When Notes are no longer held in an immobilized  
32 "book entry" registration system, the principal shall be paid to  
the Registered Owner or nominee of such owner upon presentation  
and surrender of this note at either of the principal offices of  
the fiscal agency of the State of Washington in either Seattle,  
Washington or New York, New York (collectively the "Bond Regis-  
trar"), and the interest shall be paid by mailing a check or  
draft (on the date such interest is due) to the Registered Owner  
or nominee of such owner at the address shown on the  
registration books maintained by the Bond Registrar (the "Bond

1 Register") as of the 15th day of the month prior to the interest  
2 payment date.

3 If so requested in writing by the Registered Owner of at  
4 least \$1,000,000 par value of the Notes, interest will be paid  
by wire transfer.

5 Reference is hereby made to additional provisions of this  
6 note set forth on the reverse side hereof and such additional  
provisions shall for all purposes have the same effect as if set  
7 forth in this space.

8 This note shall not be valid or become obligatory for any  
purpose or be entitled to any security or benefit under King  
9 County Ordinance No. \_\_\_\_\_ (the "Note Ordinance")  
until the Certificate of Authentication hereon shall have been  
manually signed by the Bond Registrar.

10 It is hereby certified that all acts, conditions and things  
11 required by the Constitution and statutes of the State of  
Washington and the Charter and ordinances of the County to  
12 exist, to have happened, been done and performed precedent to  
and in the issuance of this note have happened, been done and  
13 performed and that the issuance of this note and the notes of  
this series does not violate any constitutional, statutory or  
14 other limitation upon the amount of bonded indebtedness that the  
county may incur.

15 IN WITNESS WHEREOF, the County has caused this note to be  
16 executed by the manual or facsimile signatures of the County  
Executive and the Clerk of the County Council, and the seal of  
17 the County to be impressed or imprinted hereon, as of this first  
day of December, 1991.

18 KING COUNTY, WASHINGTON

19  
20 By \_\_\_\_\_  
County Executive

21  
22 ATTEST:

23  
24 \_\_\_\_\_  
Clerk of the County Council

25 ADDITIONAL PROVISIONS

26 This note is one of an authorized series of notes of like  
27 date and tenor, except as to number and amount, in the aggregate  
principal amount of \$7,800,000, and is issued to pay a portion  
of the planning and development costs of regional jail and  
28 criminal justice facilities of the County.

29 The notes of this series are issued under and in accordance  
with the provisions of the Constitution and applicable statutes  
30 of the State of Washington and the Charter and applicable  
ordinances duly adopted by the County.

31 The notes are not subject to redemption prior to their  
32 stated maturity.

1  
2 The County hereby irrevocably covenants and agrees with the  
3 owner of this bond that it will annually include in its budget  
4 and levy taxes, within and as a part of the tax levy permitted  
5 to counties without a vote of the electorate upon all the prop-  
6 erty subject to taxation, in an amount sufficient, together with  
7 all other moneys legally available therefor, to pay the prin-  
8 cipal of and interest on this note as the same shall become due.  
9 The full faith, credit and resources of the County are hereby  
10 irrevocably pledged for the annual levy and collection of such  
11 taxes and the prompt payment of such principal and interest.

12 The pledge of tax levies for repayment of principal of and  
13 interest on the notes may be discharged prior to maturity of the  
14 notes by making provisions for the payment thereof on the terms  
15 and conditions set forth in the Note Ordinance.

16 The following abbreviations, when used in the inscription  
17 on the face of the within note, shall be construed as though  
18 they were written out in full according to applicable laws or  
19 regulations.

- 20 TEN COM - as tenants in common
- 21 TEN ENT - as tenants by the entireties
- 22 JT TEN - as joint tenants with right of survivorship and  
23 not as tenants in common

24 UNIF GIFT MIN ACT - \_\_\_\_\_ Custodian \_\_\_\_\_  
25 (Cust) (Minor)  
26  
27 under Uniform Gifts to Minors Act  
28 \_\_\_\_\_  
29 (State)

30 Additional abbreviations may also be used though not listed  
31 above.

32 The Bond Registrar's Certificate of Authentication on the  
notes shall be in substantially the following form:

CERTIFICATE OF AUTHENTICATION

This note is one of the notes described in the within men-  
tioned Note Ordinance and is one of the Limited Tax Levy General  
Obligation Bond Anticipation Notes, 1991, of King County, dated  
December 1, 1991.

WASHINGTON STATE FISCAL AGENCY, as Bond  
Registrar

By \_\_\_\_\_  
Authorized Officer

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns  
and transfers unto \_\_\_\_\_

\_\_\_\_\_  
PLEASE INSERT SOCIAL SECURITY OR TAXPAYER IDENTIFICATION NUMBER  
OF TRANSFEREE

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[Redacted box]

(Please print or typewrite name and address, including zip code of Transferee)

the within bond and does hereby irrevocably constitute and appoint \_\_\_\_\_ of \_\_\_\_\_, or its successor, as Bond Registrar to transfer said bond on the books kept for registration thereof with full power of substitution in the premises.

DATED: \_\_\_\_\_, 19\_\_\_\_.

NOTE: The signature on this Assignment must correspond with the name of the registered owner as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever.

SIGNATURE GUARANTEED:

\_\_\_\_\_

SECTION 7. Execution of Notes. The Notes shall be executed on behalf of the county with the manual or facsimile signatures of the county executive and the clerk of the council, and shall have the seal of the county impressed or imprinted thereon.

In case either or both of the officers who shall have executed the Notes shall cease to be an officer or officers of the county before the Notes so signed shall have been authenticated or delivered by the Bond Registrar, or issued by the county, such Notes may nevertheless be authenticated, delivered and issued and upon such authentication, delivery and issuance, shall be as binding upon the county as though those who signed the same had continued to be such officers of the county. Any Note also may be signed and attested on behalf of the county by such persons as at the actual date of execution of such Note shall be the proper officers of the county although at the

1 original date of such Note any such person shall not have been  
2 such officer of the county.

3       Only such Notes as shall bear thereon a Certificate of  
4 Authentication in the form hereinbefore recited, manually  
5 executed by the Bond Registrar, shall be valid or obligatory for  
6 any purpose or entitled to the benefits of this ordinance. Such  
7 Certificate of Authentication shall be conclusive evidence that  
8 the Notes so authenticated have been duly executed, authenti-  
9 cated and delivered hereunder and are entitled to the benefits  
10 of this ordinance.

11       SECTION 8. Bond Registrar. The county hereby designates  
12 the fiscal agent for the State of Washington as authenticating  
13 and paying agent for the Notes (collectively, the "Bond  
14 Registrar"). The Bond Registrar shall keep, or cause to be  
15 kept, at its principal corporate trust office, sufficient books  
16 for the registration and transfer of the Notes which shall at  
17 all times be open to inspection by the county. Such Bond  
18 Register shall contain the name and mailing address of the owner  
19 of each Note or nominee of such owner and the principal amount  
20 and number of Notes held by each owner or nominee.

21       The Bond Registrar is authorized, on behalf of the county,  
22 to authenticate and deliver the Notes transferred or exchanged  
23 in accordance with the provisions of such Notes and this  
24 ordinance and to carry out all of the Bond Registrar's powers  
25 and duties under this ordinance.

26       The Bond Registrar shall be responsible for its representa-  
27 tions contained in the Certificate of Authentication on the  
28 Notes. The Bond Registrar may become the owner of Notes with  
29 the same rights it would have if it were not the Bond Registrar,  
30 and to the extent permitted by law may act as depository for and  
31 permit any of its officers or directors to act as a member of,  
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1 or in any other capacity with respect to, any committee formed  
2 to protect the rights of owners of the Notes.

3       Upon surrender thereof to the Bond Registrar, the Notes are  
4 interchangeable for Notes in any authorized denomination of an  
5 equal aggregate principal amount and of the same interest rate  
6 and maturity. Notes may be transferred only if endorsed in the  
7 manner provided thereon and surrendered to the Bond Registrar.  
8 Upon such surrender, the Bond Registrar shall cancel the sur-  
9 rendered Note and shall authenticate and deliver, without charge  
10 to the owner or transferee therefor, (other than taxes, if any,  
11 payable on account of such transfer) a new Note (or Notes, at  
12 the option of the new registered owner) of the same maturity and  
13 interest rate and for the same aggregate principal amount, in  
14 any authorized denomination, naming as registered owner the  
15 person or persons listed as the assignee on the assignment form  
16 appearing on the surrendered Note, in exchange for such sur-  
17 rendered and cancelled Note. The Bond Registrar shall not be  
18 obligated to transfer or exchange any Note during the fifteen  
19 days preceding any interest payment, principal payment or  
20 redemption date.

21       The county and the Bond Registrar, each in its discretion,  
22 may deem and treat the registered owner of each Note as the ab-  
23 solute owner thereof for all purposes, and neither the county  
24 nor the Bond Registrar shall be affected by any notice to the  
25 contrary.

26       SECTION 9. Mutilated, Lost, or Destroyed Notes. If any  
27 Note shall become mutilated, the Bond Registrar shall authenti-  
28 cate and deliver a new Note of like series, amount, date, inter-  
29 est rate and tenor in exchange and substitution for the Note so  
30 mutilated, upon the owner's paying the expenses and charges of  
31 the county and the Bond Registrar in connection therewith and  
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1 upon surrender to the Bond Registrar of the Note so mutilated.  
2 Every mutilated Note so surrendered shall be cancelled and  
3 destroyed by the Bond Registrar.

4 In case the Notes or any of them shall be lost, stolen or  
5 destroyed, the Bond Registrar may authenticate and deliver a new  
6 Note or Notes of like amount, date, and tenor to the registered  
7 owner thereof upon the owner's paying the expenses and charges  
8 of the county and the Bond Registrar in connection therewith and  
9 upon his/her filing with the Bond Registrar evidence satisfac-  
10 tory to the Bond Registrar that such Note or Notes were actually  
11 lost, stolen or destroyed and of his/her ownership thereof, and  
12 upon furnishing the county and Bond Registrar with indemnity  
13 satisfactory to the Chief Financial Officer or County Finance  
14 Manager and the Bond Registrar.

15 SECTION 10. Corporate Authority. The county has full  
16 legal right, power and authority to adopt this ordinance, to  
17 sell, issue and deliver the Notes as provided herein, and to  
18 carry out and consummate all other transactions contemplated by  
19 this ordinance.

20 SECTION 11. Due Authorization and Approval of Ordinance  
21 and Notes. By all necessary official action prior to or concur-  
22 rently herewith, the county has duly authorized and approved the  
23 execution and delivery of, and the performance by the county of  
24 its obligations contained in the Notes and in this ordinance and  
25 the consummation by it of all other transactions necessary to  
26 effectuate this ordinance in connection with the issuance of the  
27 Notes, and such authorizations and approvals are in full force  
28 and effect and have not been amended, modified or supplemented  
29 in any material respect.  
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1           SECTION 12. Ordinance to Constitute Legal, Valid and Bind-  
2 ing Obligations of County. This ordinance constitutes a legal,  
3 valid and binding obligation of the county.

4           SECTION 13. Notes to Constitute Legal, Valid and Binding  
5 Obligations of County. The Notes, when issued, sold, authenti-  
6 cated and delivered, will constitute legal, valid and binding  
7 general obligations of the county.

8           SECTION 14. Note Registration. The county covenants that  
9 until all Notes shall have been surrendered and cancelled, it  
10 will maintain a system of recording the ownership of each Note  
11 that complies with the applicable provisions of the Code.

12           SECTION 15. No Breach or Default. The adoption of this  
13 ordinance, and compliance on the county's part with the provi-  
14 sions contained herein, will not conflict with or constitute a  
15 breach of or default under any constitutional provisions, law,  
16 administrative regulation, judgment, decree, loan agreement,  
17 indenture, bond, note, resolution, ordinance, motion, agreement  
18 or other instrument to which the county is a party or to which  
19 the county or any of its property or assets are otherwise sub-  
20 ject, nor will any such adoption, execution, delivery, sale,  
21 issuance or compliance result in the creation or imposition of  
22 any lien, charge or other security interest or encumbrance of  
23 any nature whatsoever upon any of the property or assets of the  
24 county or under the terms of any such law, regulation or instru-  
25 ment, except as may be provided by the Notes and this ordinance.

26           SECTION 16. Debt Limit Not Exceeded. The county finds and  
27 covenants that the Notes are issued within all statutory and  
28 constitutional debt limitations applicable to the county.

29           SECTION 17. Application of Note Proceeds.

30           A. There is hereby created a fund of the county to be  
31 known as the "Regional Justice Center Construction Fund" (the  
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1 "Construction Fund") and therein a subfund to be known as the  
2 "1991 BAN Proceeds Subfund" (the "Subfund"). At the time of  
3 delivery of the Notes, the proceeds of the sale of the Notes,  
4 less accrued interest and/or premium, if any (which shall be  
5 deposited in the Redemption Fund), shall be deposited in the  
6 Subfund. Amounts on deposit in the Subfund shall be used to pay  
7 a portion of the costs of the Project described in Section 3  
8 hereof, the costs of issuing the Notes, six months of interest  
9 on the Notes and to immediately reimburse the county for costs  
10 of the Project previously advanced by the county by transferring  
11 \$ 1,332,000 to the Current Expense Fund and \$ 293,000 to the  
12 Jail Renovation and Construction Fund.

13 Amounts deposited in the Subfund established above shall be  
14 invested as permitted by law for the sole benefit of the Subfund  
15 and shall be managed in accordance with the provisions of  
16 Ordinance No. 7112. Irrespective of the general provisions of  
17 Ordinance No. 7112 and K.C. 4.10, the county current expense  
18 funds shall not receive any earnings attributable to the  
19 Construction Fund. Moneys other than Note proceeds may be  
20 deposited in the Construction Fund other than in the Subfund.  
21 The Note proceeds and earnings thereon shall be accounted for  
22 separately for purposes of the calculations required to be made  
23 under Section 21 hereof.

24 Amounts remaining in the Subfund and determined by the  
25 Council to be no longer needed for the Project, may be used at  
26 the direction of the Council for any lawful county purpose  
27 including, but not limited to, redemption of the Notes.

28 SECTION 18. Note Redemption Fund. There has heretofore  
29 been created a special fund of the county to be drawn upon for  
30 the purpose of paying the principal of and interest on the  
31 limited tax general obligation bonds of the county known as the  
32

1 "Limited General Obligation Bond Redemption Fund" (the  
2 "Redemption Fund"). The accrued interest on the Notes shall be  
3 deposited in the Redemption Fund at the time of delivery of the  
4 Notes and shall be applied to the payment of interest on the  
5 Notes. Any premium received upon the sale of the Notes shall be  
6 deposited into the Redemption Fund and applied to the payment of  
7 principal of or interest on the Notes. The taxes hereafter  
8 levied for the purpose of paying principal of and interest on  
9 the Notes and other funds to be used to pay the Notes shall be  
10 deposited in the Redemption Fund no later than the date such  
11 funds are required for the payment of principal of and interest  
12 on the Notes; provided, that if the payment of principal of and  
13 interest on the Notes is required prior to the receipt of such  
14 levied taxes, the county may make an interfund loan to the  
15 Redemption Fund pending actual receipt of such taxes. The  
16 Redemption Fund shall be drawn upon for the purpose of paying  
17 the principal of and interest on the Notes. Moneys in the  
18 Redemption Fund not needed to pay the interest or principal next  
19 coming due may temporarily be deposited in such institutions or  
20 invested in such obligations as may be lawful for the investment  
21 of county funds. Amounts on deposit in the Redemption Fund  
22 allocable to the Notes shall be accounted for separately for  
23 purposes of the calculations required to be made under Section  
24 21 hereof.

25 SECTION 19. Pledge of Taxation and Credit. The county  
26 hereby irrevocably covenants and agrees for as long as any of  
27 the Notes are outstanding and unpaid, that each year it will  
28 include in its budget and levy an ad valorem tax upon all the  
29 property within the county subject to taxation in an amount  
30 which will be sufficient, together with all other revenues and  
31 moneys of the county legally available for such purposes, to pay  
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1 the principal of and interest on the Notes as the same shall  
2 become due. All of such taxes so collected and any other moneys  
3 to be used for such purposes shall be paid into the Redemption  
4 Fund.

5 The county hereby irrevocably pledges that the annual tax  
6 provided for herein to be levied for the payment of such  
7 principal and interest shall be within and as a part of the tax  
8 levy permitted to counties without a vote of the people, and  
9 that a sufficient portion of each annual levy to be levied and  
10 collected by the county prior to the full payment of the  
11 principal of and interest on the Notes will be and is hereby  
12 irrevocably set aside, pledged and appropriated for the payment  
13 of the principal of and interest on the Notes.

14 The county further covenants to issue the Bonds, or  
15 refunding bond anticipation notes or other obligations  
16 authorized to be issued by the county, to pay the principal of  
17 and interest on the Notes in the event other funds, including  
18 unexpended Note proceeds, for such payment are not otherwise  
19 available.

20 The full faith, credit and resources of the county are  
21 hereby irrevocably pledged for the annual levy and collection of  
22 said taxes and for the prompt payment of the principal of and  
23 interest on the Notes as the same shall become due.

24 SECTION 20. Tax-Exemption. The county hereby covenants  
25 that it will not make any use of the proceeds from the sale of  
26 the Notes or any other funds of the county which may be deemed  
27 to be proceeds of such Notes pursuant to Section 148 of the Code  
28 and the applicable regulations thereunder which will cause the  
29 Notes to be "arbitrage bonds" within the meaning of said Section  
30 and said regulations. The county will comply with the  
31 applicable requirements of Section 148 of the Code (or any  
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1 successor provision thereof applicable to the Notes) and the  
2 applicable regulations thereunder throughout the term of the  
3 Notes.

4 The county further covenants that it will not take any ac-  
5 tion or permit any action to be taken that would cause the Notes  
6 to constitute "private activity bonds" under Section 141 of the  
7 Code.

8 SECTION 21. Arbitrage Rebate.

9 A. General Rule. The county will pay to the United  
10 States of America in accordance with the provisions of this  
11 section at least 90 percent of the Rebatable Arbitrage with  
12 respect to the Notes as of each Installment Computation Date,  
13 100 percent of the Rebatable Arbitrage with respect to the Notes  
14 as of the Final Computation Date and any income attributable to  
15 such Rebatable Arbitrage, unless the county otherwise meets the  
16 arbitrage rebate requirements of the United States of America.

17 B. Computation of Rebatable Arbitrage. The Rebatable  
18 Arbitrage with respect to the Notes computed in accordance with  
19 the Arbitrage Accounting and Rebate Computation Certificate and,  
20 as of each Computation Date, will be the excess of:

21 1. The future value of all Nonpurpose Receipts with  
22 respect to the Notes; over

23 2. The future value of all Nonpurpose Payments with  
24 respect to the Notes.

25 The future value will be computed as of each Computation Date.

26 C. Payment Procedure.

27 1. The payment of Rebatable Arbitrage due as of each  
28 Installment Computation Date will be paid no later than the date  
29 that is 60 days after the Installment Computation Date.

30 2. The payment of Rebatable Arbitrage due as of the  
31 Final Computation Date will be paid no later than the latest of  
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1 (a) the date that is 60 days after the Final Computation Date,  
2 (b) the date that is 8 months after the date of issuance of the  
3 Notes, or (c) the date 60 days after the earlier of (x) the date  
4 that the county no longer expects to spend gross proceeds of the  
5 Notes within 6 months of the date of issuance of the Notes or  
6 (y) 12 months after the date of issuance of the Notes.

7 3. Each payment of Rebatable Arbitrage will be made  
8 to the Internal Revenue Service Center, Philadelphia,  
9 Pennsylvania 19225 and will be accompanied by IRS Form 8038-T.

10 D. Other Methodology. Notwithstanding this Section 21,  
11 payments of Rebatable Arbitrage will be made in accordance with  
12 instructions provided by bond counsel to the county if necessary  
13 to maintain the federal income tax exemption for interest  
14 payments made on the Notes.

15 SECTION 22. Use of Note Proceeds; Restrictions on Amend-  
16 ments. The county covenants that none of the proceeds of the  
17 Notes will be used for any purpose other than as provided in  
18 this ordinance and that the county shall not suffer any amend-  
19 ment or supplement to this ordinance, or any departure from the  
20 due performance of the obligations of the county hereunder,  
21 which might materially adversely affect the rights of the owners  
22 from time to time of the Notes.

23 SECTION 23. Financial Information. The county covenants  
24 that it will make available for inspection by the Note owners,  
25 at the office of financial management, a copy of the latest  
26 audit report of the state auditor on the county's books and  
27 accounts and will also furnish a copy thereof, upon request, to  
28 any Note owner.

29 SECTION 24. Sale of Notes. The Notes shall be sold at  
30 public sale, substantially in accordance with the terms and con-  
31 ditions of the Official Notice of Note Sale attached hereto as  
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1 Exhibit A. The date for receiving bids specified in Exhibit A  
2 may be reset by the County Finance Manager to a different date  
3 if, in his judgment, a different date would be in the best  
4 interests of the county. Bids must be on an all or none basis.  
5 The clerk of the county council is directed to cause an abridged  
6 Notice of Note Sale to be published at least once in a financial  
7 newspaper or journal of general circulation throughout the  
8 United States and to provide such other notice as he/she may  
9 deem advisable.

10 SECTION 25. Delivery of Notes. Following the sale of the  
11 Notes, the county shall cause definitive Notes to be prepared,  
12 executed and delivered, which Notes shall be typewritten, litho-  
13 graphed or printed with engraved or lithographed borders.

14 If definitive Notes are not ready for delivery by the date  
15 established for closing, then the County Finance Manager, upon  
16 the approval of the purchasers, may cause to be issued and  
17 delivered to the purchasers one or more temporary Notes with  
18 appropriate omissions, changes and additions. Any temporary  
19 Note or Notes shall be entitled and subject to the same benefits  
20 and provisions of this ordinance with respect to the payment,  
21 security and obligation thereof as definitive Notes authorized  
22 thereby. Such temporary Note or Notes shall be exchangeable  
23 without cost to the owners thereof for definitive Notes when the  
24 latter are ready for delivery.

25 SECTION 26. Preliminary Official Statement Declaration.  
26 The county has been provided with copies of a preliminary offi-  
27 cial statement (the "Preliminary Official Statement"), prepared  
28 in connection with the sale of the Notes. For the sole purpose  
29 of the Note purchaser's compliance with Securities and Exchange  
30 Commission Rule 15c2-12(b)(1), the county "deems final" that  
31 Preliminary Official Statement as of its date, except for the  
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1 omission of information on offering prices, interest rates,  
2 selling compensation, delivery dates, any other terms or  
3 provisions required by the county to be specified in a com-  
4 petitive bid, ratings, other terms of the Notes dependent on  
5 such matters and the identity of the Note purchaser.

6 SECTION 27. Approval of Official Statement. The county  
7 executive or the Chief Financial Officer is hereby authorized  
8 and directed to review and approve on behalf of the county an  
9 official statement with respect to the Notes to be prepared  
10 prior to the sale thereof.

11 SECTION 28. General Authorization. The appropriate county  
12 officials, agents and representatives are hereby authorized and  
13 directed to do everything necessary for the prompt sale,  
14 issuance, execution and delivery of the Notes, and for the  
15 proper use and application of the proceeds of the sale thereof.

16 SECTION 29. Advance Refunding or Defeasance. The county  
17 may issue advance refunding Notes or Bonds pursuant to the laws  
18 of the State of Washington or use money available from any other  
19 lawful source to pay when due the principal of and interest on  
20 the Notes, or any portion thereof included in a refunding or  
21 defeasance plan, and to redeem and retire, refund or defease all  
22 such then-outstanding Notes and to pay the costs of the  
23 refunding or defeasance.

24 In the event that money and/or noncallable "Government  
25 Obligations," as such obligations are defined in chapter 39.53  
26 RCW, as now or hereafter amended, maturing at such time or times  
27 and bearing interest to be earned thereon in amounts (together  
28 with such money, if necessary) sufficient to redeem and retire,  
29 refund or defease part or all of the Notes in accordance with  
30 their terms, are set aside in a special account of the county to  
31 effect such redemption and retirement, and such moneys and the  
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1 principal of and interest on such Government Obligations are  
2 irrevocably set aside and pledged for such purpose, then no  
3 further payments need be made into the Redemption Fund for the  
4 payment of the principal of and interest on the Notes so  
5 provided for, and such Notes shall cease to be entitled to any  
6 lien, benefit or security of this ordinance except the right to  
7 receive the moneys so set aside and pledged, and such Notes  
8 shall be deemed not to be outstanding hereunder.

9       SECTION 30. Open Market Purchase. The county reserves the  
10 right to purchase any or all of the Notes on the open market at  
11 any time at any price.

12       SECTION 31. Contract; Severability. The covenants con-  
13 tained in this ordinance shall constitute a contract between the  
14 county and the owners of each and every Note. If any one or  
15 more of the covenants or agreements provided in this ordinance  
16 to be performed on the part of the county shall be declared by  
17 any court of competent jurisdiction to be contrary to law, then  
18 such covenant or covenants, agreement or agreements, shall be  
19 null and void and shall be deemed separable from the remaining  
20 covenants and agreements of this ordinance and shall in no way  
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affect the validity of the other provisions of this ordinance or of the Notes.

INTRODUCED AND READ for the first time this 28<sup>th</sup> day of October, 1991.

PASSED this 18<sup>th</sup> day of November, 1991.

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

Lois North  
Chair

ATTEST:

Gerald A. Peter  
Clerk of the Council

APPROVED this 22 day of November, 1991.

[Signature]  
King County Executive

## EXHIBIT A

## OFFICIAL NOTICE OF NOTE SALE

KING COUNTY, WASHINGTON

\$ 7,800,000 LIMITED TAX LEVY GENERAL OBLIGATION  
BOND ANTICIPATION NOTES, 1991

Sealed Bids will be received by the Clerk of the Council of King County, Washington (the "County"), at his office in Room 403, King County Courthouse, Seattle, Washington, until 10:00 a.m., with respect to the \$7,800,000 Limited Tax Levy General Obligation Bond Anticipation Notes, 1991 of King County, Washington (the "Notes") on

Monday, December 9, 1991

All bids received with respect to the Notes will be publicly opened, read and considered by the County Council beginning at 10:00 a.m. Awards shall be made thereafter at the same meeting in the Council Chambers in the King County Courthouse on the same date that bids are opened.

DESCRIPTION OF NOTES

The Notes will be dated December 1, 1991; will be in the denomination of \$5,000 or any integral multiple thereof; will be numbered separately and in the manner and with any additional designation as the Bond Registrar (collectively the fiscal agencies of the State of Washington in Seattle, Washington, and New York, New York) deems necessary for purposes of identification; and will bear interest at such rate as the County Council shall fix at the time of sale. Interest on the Notes will be payable on June 1, 1992 and semiannually thereafter on each December 1 and June 1.

The Notes shall be issued initially in the form of separate, single, authenticated, fully registered Note in the amount of the stated maturity of the Notes, shall be registered in the name of CEDE & CO., as nominee for Depository Trust Company of New York, New York ("DTC"), and shall be held in fully immobilized form by DTC as depository pursuant to a Letter of Representations to be entered into by the County and the Bond Registrar and received and accepted by DTC. Reference is made to the Preliminary Official Statement for more details of the immobilization.

NO OPTIONAL REDEMPTION

The Notes are not subject to redemption prior to their stated maturity.

SECURITY

The County irrevocably has pledged to include in its budgets and to levy taxes annually that counties are permitted to levy without a vote of the people, on all of the taxable property within the County subject to taxation, in an amount sufficient, together with other money legally available and to be used therefor, to pay when due the principal of and interest on the Notes, and the full faith, credit and resources of the

1 County have been pledged irrevocably for the annual levy and  
2 collection of those taxes and the prompt payment of that  
3 principal and interest. The County has also covenanted to issue  
4 limited tax levy general obligation bonds, refunding bond  
5 anticipation notes or other obligation to pay the principal of  
6 and interest on the Notes, in the event other funds for such  
7 payment are not otherwise available.

#### 8 BIDDING INFORMATION

9 Bids must be submitted on the official bid form that is  
10 contained in the Preliminary Official Statement, or on  
11 photocopies or facsimiles of such form. Each bid shall be  
12 signed and enclosed in a sealed envelope.

13 Bidders are invited to submit bids for the purchase of the  
14 Notes fixing the interest rate that these Notes will bear. The  
15 bids shall specify either (a) the lowest rate of interest,  
16 together with premium, at which the bidder will purchase the  
17 Notes, or (b) the lowest rate or rates of interest at which the  
18 bidder will purchase the Notes at par or a discount. No bid  
19 will be considered less than the entire offering. No bid will  
20 be accepted with a price of less than 99% of the principal  
21 amount of the Notes. The purchaser must pay accrued interest, if  
22 any, to the date of delivery of the Notes purchased by it.

23 Interest rates bid shall be in multiples of 1/8 or 1/20 of  
24 1%, or both. No more than one rate of interest may be fixed.

25 For the purpose of comparing bids only, the interest rate  
26 bid being controlling, each bid shall state the true interest  
27 cost of the bid determined in the manner hereinafter stated.  
28 The true interest cost will be determined by doubling the  
29 semiannual interest rate (compounded semiannually) necessary to  
30 discount the debt service payments from the payment dates to the  
31 date of the Notes and to the price bid, without regard to  
32 interest accrued to the date of delivery of the Notes.

#### 33 BID DEPOSIT

34 All bids shall be sealed and accompanied by a good faith  
35 deposit. The good faith deposit shall be in the amount of  
36 \$78,000, and shall be in cash or certified or cashier's check  
37 made payable to the King County Finance Manager. Each good  
38 faith deposit shall be returned promptly if the bid is not  
39 accepted. The good faith deposit of the successful bidder shall  
40 be retained by the County and shall be applied to the purchase  
41 price of the Notes on the delivery of such Notes to the  
42 successful bidder. Pending delivery of the Notes, the good  
43 faith deposits may be invested for the sole benefit of the  
44 County. If the Notes are ready for delivery and the successful  
45 bidder fails to complete the purchase of such Notes within 40  
46 days following the acceptance of its bid, the applicable good  
47 faith deposit shall be forfeited to the County, and, in that  
48 event, the County Council may accept the next best bid or call  
49 for additional proposals.

#### 50 AWARD

51 The Notes will be sold to the bidder making a bid  
52 conforming to the terms of the offering and which, on the basis  
53 of the lowest true interest cost, is the best bid. If there are

1 two or more equal bids and those bids are the best bids  
2 received, the County Council shall determine by lot which bid  
3 will be accepted. The County reserves the right to reject any  
4 or all bids submitted and to waive any formality in the bidding  
5 or bidding process, and, if all bids are rejected, the Notes may  
6 be readvertised for sale in the manner provided by law. Any bid  
7 presented after the time specified for the receipt of bids will  
8 not be received, and any bid not accompanied by the required  
9 good faith deposit at the time of opening that bid will not be  
10 read or considered.

#### 7 DELIVERY

8 The Notes will be delivered on behalf of the successful  
9 bidders in New York, New York, within forty days after the sale  
10 date immediately upon the receipt by the County of the purchase  
11 price in immediately available federal funds in Seattle,  
12 Washington. Delivery is expected to be on or about December 3,  
13 1991.

14 CUSIP numbers will be typed or printed on the Notes, if  
15 requested in the bid of the successful bidder, but neither fail-  
16 ure to print CUSIP numbers on any Note nor error with respect  
17 thereto shall constitute cause for a failure or refusal by the  
18 purchaser to accept delivery of and pay for the Notes in accor-  
19 dance with its bid. All expenses in relation to the typing or  
20 printing of CUSIP numbers on the Notes shall be paid by the  
21 County, but the fee of the CUSIP Service Bureau for the assign-  
22 ment of those numbers shall be responsibility of and shall be  
23 paid by the purchaser.

24 It is understood that if, prior to the delivery of the  
25 Notes, the interest receivable by the owners of the Notes  
26 becomes includable in gross income for federal income tax  
27 purposes, or becomes subject to federal income tax other than as  
28 described in any Official Statement, the successful bidder, at  
29 its option, may be relieved of its obligation to purchase the  
30 Notes and in that case the good faith deposit accompanying its  
31 bid will be returned without interest.

32 The Notes will be furnished by the County and will be sold  
with the approving legal opinion of Preston Thorgrimson Shidler  
Gates & Ellis, bond counsel of Seattle, Washington. The  
approving legal opinions relative to the issuance of the Notes  
shall be printed on each Note, if the Notes are printed, or  
accompanying the Notes, if the Notes are typed, all at the  
expense of the County. Executed counterparts of bond counsel  
opinions will be provided to the managing underwriter in  
Seattle, Washington, at the time of the delivery of the Notes.  
Bond counsel opinions shall express no opinion concerning the  
completeness or accuracy of any Official Statement, offering  
circular or any other sales material issued or used in  
connection with the Notes. A no-litigation certificate will be  
included in the closing papers of the Notes.

#### 29 OFFICIAL STATEMENT AND OTHER INFORMATION

30 A copy of the County's Preliminary Official Statement,  
31 dated \_\_\_\_\_, 1991, may be obtained by contacting the  
32 County Finance Manager or County's financial advisors, the  
addresses and telephone numbers of which are listed below. The  
Preliminary Official Statement is in a form deemed final by the

1 County for the purpose of SEC Rule 15c2-12(b)(1), but is subject  
2 to revision, amendment and completion in a final Official State-  
3 ment, which the County will deliver, at the expense of the  
4 County, to the managing underwriter not later than seven  
5 business days after the County's acceptance of the managing  
6 underwriter's proposal. No less than 100 copies of the final  
7 Official Statement will be delivered.

8 By submitting the successful proposal, the managing under-  
9 writer agrees to file, or cause to be filed, within one business  
10 day following the receipt from the County, the final Official  
11 Statement with a nationally recognized municipal securities  
12 information repository designated by the Securities and Exchange  
13 Commission.

14 The County will advise the managing underwriter, by written  
15 notice, of any "developments that impact the accuracy and com-  
16 pleteness of the key presentations" (within the meaning of Rule  
17 15c2-12) contained in the final Official Statement, which may  
18 occur during the period commencing on the date of the acceptance  
19 by the County of the successful proposal and ending on the 90th  
20 day next following that date of acceptance, unless the final  
21 official statement has been filed with such municipal securities  
22 information repository, in which event such period shall end on  
23 the 25th day.

24 The Preliminary Official Statement (with the Official  
25 Notice of Bond Sale and the Official Bid Forms) and further  
26 information regarding the details of the Notes may be received  
27 upon request to the County Finance Manager or to Seattle  
28 Northwest Securities Corporation, 1420 Fifth Avenue, Suite 4300,  
29 Seattle, Washington 98101 (Telephone: (206) 628-2882) the  
30 County's financial advisors.

31 DATED at Seattle, Washington, this \_\_\_\_ day of \_\_\_\_\_,  
32 1991.

Gerald A. Peterson, Clerk of the King County Council

## EXHIBIT B

\_\_\_\_\_, 1991

The Depository Trust Company  
55 Water Street, 49th Floor  
New York, New York 10041

Attention: General Counsel's Office

Re: King County, Washington  
Limited Tax Levy General Obligation Bond Anticipation  
Notes, 1991  
\$ \_\_\_\_\_

The purpose of this letter is to set out certain matters relating to the issuance by King County, Washington (the "County") of the above-referenced notes (the "Notes"). Seattle-First National Bank and The Bank of New York (collectively, the "Registrar") are acting as registrar and authenticating and paying agent with respect to the Notes, pursuant to Ordinance No. \_\_\_\_\_ (the "Note Ordinance"). \_\_\_\_\_ is distributing the Notes through The Depository Trust Company ("DTC").

To induce DTC to accept the Notes as eligible for deposit at DTC and to act in accordance with its Rules with respect to the Notes, the County and the Registrar make the following representations to DTC:

1. Subsequent to closing on the Notes on \_\_\_\_\_, 1991, there shall be deposited with DTC one Note certificate in registered form registered in name of DTC's nominee, CEDE & Co., for each stated maturity of the Notes in the face amounts set forth on Schedule A hereto, the total of which represents 100% of the principal amount of the Notes.

2. In the event of any solicitation of consents from and voting by holders of the Notes, the County or Registrar shall establish a record date for such purposes and give DTC notice of such record date not less than 15 calendar days in advance of such record due to the extent possible.

3. In the event of a redemption or any other similar transaction resulting in retirement of all Notes outstanding or a reduction in aggregate principal of Notes outstanding ("full or partial redemption") or an advance refunding of all or part of the Notes outstanding, the Registrar or the County shall give DTC notice of such event not less than 30 nor more than 60 days prior to the redemption date or, in the case of an advance refunding, the date the proceeds are deposited in escrow.

4. In the event of a partial redemption or an advance refunding of part of the Notes outstanding, the Registrar or the County shall send DTC a notice specifying: (1) the amount of redemption or refunding; (2) in the case of a refunding, the maturity date(s) established under the refunding; and (3) the date such notice is to be mailed to the Noteholders or published (the "Publication Date"). Such notice shall be sent to DTC by a secure means (e.g., legible facsimile transmission, registered

1 or certified mail, overnight express delivery) in a timely  
2 manner designated to assure that such notice is in DTC's  
3 possession no later than the close of business on the business  
4 day before the Publication Date. The Registrar or the County  
5 will forward such notice either in a separate secure  
6 transmission for each CUSIP number or in a secure transmission  
7 for multiple CUSIP numbers which include a manifest or list of  
8 each CUSIP submitted in that transaction. (The Registrar or the  
9 County sending such notice shall have a method to verify  
10 subsequently the use of such means and timeliness of the  
11 notice.) The Publication Date shall be not less than 30 days  
12 nor more than 60 days prior to the redemption date, or, in the  
13 case of advance refunding, the date the proceeds are deposited  
14 in escrow.

9 5. In the event of an invitation to tender the Notes,  
10 notice to noteholders by the County or Registrar, specifying the  
11 terms of the tender and the date such notice is to be mailed to  
12 the Noteholders or published ("the Publication Date") shall be  
13 sent to DTC by a secure means (e.g., legible facsimile  
14 transmission, registered or certified mail, overnight express  
15 delivery) in a timely manner designated to assure that such  
16 notice is in DTC's possession no later than the close of  
17 business on the business day before the Publication Date. (The  
18 County or Registrar sending such notice shall have a method to  
19 verify subsequently the use of such means and timeliness of the  
20 notice).

15 6. All notices and payment advices sent to DTC shall  
16 contain the CUSIP number of the Notes.

17 7. Notices to DTC by facsimile transmission shall be sent  
18 to DTC's Call Notification Department at (516) 227-4039 or (516)  
19 227-4190. The Registrar shall confirm DTC's receipt of such  
20 facsimile transmission by telephoning the Call Notification  
21 Department at (516) 227-4070. Notices to DTC by mail or by  
22 other means shall be sent to:

23 The Depository Trust Company  
24 Call Notification Department  
25 Muni Reorganization Manager  
26 711 Stewart Avenue  
27 Garden City, New York 11530

28 8. Interest payments shall be received by CEDE & Co., as  
29 nominee of DTC, or its registered assigns, in next-day funds on  
30 each payment date (or the equivalent in accordance with existing  
31 arrangements between the County, the Registrar and DTC). Such  
32 payments shall be made payable to the order of "CEDE & Co.,"

27 9. Payment of principal of the Notes shall be received by  
28 CEDE & Co., as nominee of DTC, or its registered assigns, in  
29 next-day funds on each payment date. Principal payments shall  
30 be made payable to the order of "CEDE & Co.," and shall be  
31 addressed as follows:

32 The Depository Trust Company  
33 Muni Redemption Department  
34 55 Water Street - 50th Floor  
35 New York, New York 10041  
36 Attention: Collection Supervisor



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10. DTC may direct the Registrar or the County to use any other telephone number for facsimile transmission, address, or department of DTC as the number, address or department to which payments of interest or principal or notices may be sent.

11. In the event of a redemption, acceleration or any other similar transaction (e.g., tenders made and accepted in response to the County's or Registrar's invitation) necessitating a reduction in aggregate principal amount of Notes outstanding or an advance refunding of part of the Notes outstanding, DTC, in its discretion, (a) may request the County or the Registrar to issue and authenticate a new Note certificate, or (but shall make an appropriate notation on the Note certificate indicating the date and amounts of such reduction in principal, except in the case of final maturity, in which case the certificate must be presented to the Registrar prior to payment.

12. In the event the County determines pursuant to the Note Ordinance that beneficial owners of the Notes should be able to obtain certificated Notes, the County or the Registrar shall notify DTC of the availability of Note certificates and shall issue, transfer and exchange Note certificates in appropriate amounts as required by DTC and others.

13. DTC may determine to discontinue providing its service as securities depository with respect to the Notes at any time by giving reasonable notice to the County and the Registrar (at which time DTC will confirm with the County and the Registrar the aggregate principal amount of Notes outstanding) and discharge its responsibilities with respect thereto under applicable law. Under such circumstances, whenever DTC requests the County and the Registrar to do so, the Registrar and the County will cooperate with DTC in taking appropriate action to make available one or more separate certificates evidencing the Notes to any DTC Participant having Notes credited to its DTC account.

14. Nothing herein shall be deemed to require the Registrar to advance funds on behalf of the County.

Very truly yours,

SEATTLE-FIRST NATIONAL BANK  
THE BANK OF NEW YORK  
collectively, as Registrar

By SEATTLE-FIRST NATIONAL BANK

By: \_\_\_\_\_  
Title: \_\_\_\_\_

KING COUNTY, WASHINGTON

By: \_\_\_\_\_  
Finance Manager

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ACCEPTED:

THE DEPOSITORY TRUST COMPANY

By: \_\_\_\_\_  
Authorized Officer

**ALTERNATIVES COMPARISON**

Simplify reporting structure for RJC project management

Eliminate reporting layers thru OCPD, with associated overhead, minimize/control (provide accountability) for additional OCPD staff time charged against project

Model of HMC capital project process established by motion/protocol.

ACTION Recommend Council review and adoption of new protocol reflecting revised organizational structure.

**ELEMENTS:**

Provides full year funding for OCPD manager including OCPD overhead

All other costs would be eliminated or transferred to the newly created Justice Center Project Office

Options estimate reduced by 1/2 due to market conditions'

|   | REVISED<br>Executive<br>Proposed<br>1991-1992 | Change             | Council Staff<br>Cost Option |
|---|---|--------------------|------------------------------|
| <b>OFFICE OF CAPITAL PLANNING</b>                         |   |                    |                              |
| OCPD Manager  | \$22,200                                      | \$0                | \$22,200                     |
| Program Analyst   | \$0   | \$0                | \$0                          |
| Central Project Manager                                   | \$105,000                                     | (\$105,000)t       | \$0                          |
| Administrative Assistant                                  | \$37,988 *                                    | (\$37,988)t        | \$0                          |
| Contract Monitor  | \$0   | \$0                | \$0                          |
| Extra Help  | \$9,000                                       | (\$9,000)t         | \$0                          |
| Project Mgr. Search                                       | \$25,000                                      | (\$25,000)t        | \$0                          |
| OCPD OHD/Markup   | \$200,316 *                                   | (\$174,786)        | \$25,530                     |
| FFE/PCs for New Staff                                     | \$10,000                                      | (\$10,000)t        | \$0                          |
| Operating Expenses  | \$42,000                                      | (\$42,000)t        | \$0                          |
| Rent/Occupancy  | \$0   | \$0                | \$0                          |
| Contingency   | \$60,000                                      | (\$60,000)t        | \$0                          |
| <b>Subtotal Office of Capital Planning</b>                | <b>\$511,505</b>                              | <b>(\$463,774)</b> | <b>\$47,730</b>              |
| † Costs transferred to Justice Project Office = \$246,988 |   |                    |                              |
| <b>JUSTICE PROJECT OFFICE</b>                             |   |                    |                              |
| Central Project Manager                                   | \$0   | \$132,300 t        | \$132,300                    |
| Administrative Assistant                                  | \$0   | \$48,245 t         | \$48,245                     |
| Extra Help  | \$0   | \$9,000 t          | \$9,000                      |
| Project Mgr. Search                                       | \$0   | \$25,000 t         | \$25,000                     |
| FFE/PCs for New Staff                                     | \$0   | \$10,000 t         | \$10,000                     |
| Operating Expenses  | \$0   | \$42,000 t         | \$42,000                     |
| Rent/Occupancy  | \$0   | \$5,845            | \$5,845                      |
| Contingency   | \$0   | \$60,000 t         | \$60,000                     |
| <b>Subtotal Justice Center Project Office</b>             | <b>\$0</b>                                    | <b>\$332,390</b>   | <b>\$332,390</b>             |
| <b>OFFICE OF JAIL PLANNING</b>                            |   |                    |                              |
| Jail Project Administrator                                | \$96,765                                      | \$0                | \$96,765                     |
| Program Analyst   | \$70,785                                      |                    | \$70,785                     |
| Community Relations Coordinator                           | \$56,250                                      |                    | \$56,250                     |
| Contract Monitor  | \$26,781 *                                    |                    | \$26,781                     |
| Office Tech II  | \$46,352 *                                    |                    | \$46,352                     |
| Office Tech I   | \$32,618 *                                    |                    | \$32,618                     |
| Past Benefits; Extra Help; Overtime                       | \$9,000                                       |                    | \$9,000                      |
| Operating Expenses thru 1992                              | \$353,076 *                                   |                    | \$353,076                    |
| Operating Expenses 1992 - 1996                            | \$9,000 *                                     |                    | \$9,000                      |
| Professional Services                                     | \$24,000                                      |                    | \$24,000                     |
| Rent/Occupancy  | \$21,255                                      |                    | \$21,255                     |
| Transition Staff  | \$0   |                    | \$0                          |
| <b>Subtotal Office of Jail Planning</b>                   | <b>\$745,888</b>                              | <b>\$0</b>         | <b>\$745,888</b>             |
| <b>OTHER KING COUNTY AGENCIES</b>                         |   |                    |                              |
| Prosecuting Attorney: 1990-1992                           | \$45,977                                      | \$0                | \$45,977                     |
| Prosecuting Attorney: Post-1992                           | \$0   |                    | \$0                          |
| Superior Court Support                                    | \$51,450                                      |                    | \$51,450                     |
| LSJ Agencies Support                                      | \$36,750                                      |                    | \$36,750                     |
| Real Property   | \$24,899                                      |                    | \$24,899                     |
| Adult Detention Support                                   | \$139,104                                     |                    | \$139,104                    |
| <b>Subtotal Other K.C. Agencies</b>                       | <b>\$298,180</b>                              | <b>\$0</b>         | <b>\$298,180</b>             |
| <b>CONSULTANTS</b>  |   |                    |                              |
| Facility Program Planning                                 | \$750,000                                     |                    | \$750,000                    |
| IJ- EIS Interim Jail                                      | \$0   |                    | \$0                          |
| EIS - I EIS Justice Center Ph. I                          | \$156,251                                     |                    | \$156,251                    |
| EIS - II EIS Justice Center Ph. II                        | \$150,000                                     |                    | \$150,000                    |
| RJC Project Management                                    | \$326,531                                     |                    | \$326,531                    |
| RJC Design Consultant - SD thru DD                        | \$2,430,000                                   |                    | \$2,430,000                  |
| RJC Design Consultant - Bid thru CA                       | \$0   |                    | \$0                          |
| Site Appraiser  | \$20,000                                      |                    | \$20,000                     |
| Site Analyst  | \$100,000                                     |                    | \$100,000                    |
| <b>Subtotal Consultants</b>                               | <b>\$3,932,782</b>                            | <b>\$0</b>         | <b>\$3,932,782</b>           |
| <b>CAPITAL PROJECTS &amp; RELATED</b>                     |   |                    |                              |
| Land Acquisition - Phase I                                | \$0   |                    | \$0                          |
| Land Acquisition Option - Phase I                         | \$116,667 *                                   |                    | \$116,667                    |
| Land Acquisition - Phase II                               | \$0   |                    | \$0                          |
| Land Acquisition Option - Phase II                        | \$52,083 *                                    |                    | \$52,083                     |
| KCCF Remodel  | \$0   |                    | \$0                          |
| 1% for Art  | \$40,000                                      |                    | \$40,000                     |
| RJC Construction + Equipment                              | \$0   |                    | \$0                          |
| RJC Permits & Fees thru Design Devel                      | \$620,000                                     |                    | \$620,000                    |
| RJC Permits & Fees after Design Devel                     | \$0   |                    | \$0                          |
| <b>Subtotal Capital Projects Related</b>                  | <b>\$828,750</b>                              | <b>\$0</b>         | <b>\$828,750</b>             |
| <b>OTHER MISCELLANEOUS</b>                                |   |                    |                              |
| BAN Issuance Costs  | \$40,000                                      |                    | \$40,000                     |
| <b>Subtotal Other Misc. - BAN</b>                         | <b>\$40,000</b>                               | <b>\$0</b>         | <b>\$40,000</b>              |
| <b>TOTAL SEPT 1991 THRU 1992</b>                          | <b>\$6,357,104</b>                            | <b>(\$131,384)</b> | <b>\$6,225,720</b>           |
| <b>PAST COSTS: 1989 - SEPT 1991</b>                       | <b>\$1,343,054</b>                            |                    | <b>\$1,343,054</b>           |
| <b>TOTAL BAN COSTS</b>                                    | <b>\$7,700,158</b>                            | <b>(\$131,384)</b> | <b>\$7,568,774</b>           |

REGIONAL JUSTICE CENTER BOND ANTICIPATION NOTE

| CATEGORY OF EXPENDITURE                                       | REVISED *  | REVISED *   |
|---|--|---|
|   | EXECUTIVE RECOMMENDATION: TOTAL FUTURE PROJECT COSTS | EXECUTIVE RECOMMENDATION: BAN-FUNDED COSTS THRU DECEMBER 1992 |
| <b>REGIONAL JUSTICE CENTER PAST COSTS: 1989 TO SEPT. 1991</b> | <b>\$1,343,054</b>                                   |   |
| <b>RJC COSTS SEPT 1991 THRU 1995</b>                          |  |   |
| <b>OFFICE OF CAPITAL PLANNING</b>                             |  | Pre-Sept 1991      Proposed 1991-1992                         |
| OCPD Manager  | \$82,880   | \$75,834      \$22,200  |
| Program Analyst   | \$0  | \$2,762      \$0  |
| Central Project Manager                                       | \$322,500  | \$0      \$105,000  |
| Administrative Assistant                                      | \$129,793 *  | \$0      \$37,988 *   |
| Contract Monitor  | \$0  | \$0      \$0  |
| Extra Help  | \$26,400   | \$0      \$9,000  |
| Project Mgr. Search   | \$25,000   | \$0      \$25,000   |
| OCPD OHD/Markup   | \$645,809 *  | \$0      \$200,316 *  |
| FFE/PCs for New Staff   | \$10,000   | \$0      \$10,000   |
| Operating Expenses  | \$129,000  | \$0      \$42,000   |
| Rent/Occupancy  | \$0  | \$0      \$0  |
| Contingency   | \$60,000   | \$0      \$60,000   |
| <b>Subtotal Office of Capital Planning</b>                    | <b>\$1,431,382 *</b>                                 | <b>\$78,596      \$511,504 *</b>                              |
| <b>OFFICE OF JAIL PLANNING</b>                                |  | Pre-Sept 1991      Revised Proposal 1991-1992                 |
| Jail Project Administrator                                    | \$361,280  | \$124,093      \$96,765                                       |
| Program Analyst   | \$264,277  | \$46,459      \$70,785  |
| Community Relations Coordinator                               | \$56,250   | \$70,868      \$56,250  |
| Contract Monitor  | \$26,781 *   | \$25,149      \$26,781 *                                      |
| Office Tech II  | \$46,352 *   | \$60,423      \$46,352 *                                      |
| Office Tech I   | \$121,775 *  | \$22,677      \$32,618 *                                      |
| Past Benefits; Extra Help; Overtime                           | \$9,000  | \$77,982      \$9,000   |
| Operating Expenses thru 1992                                  | \$353,076 *  | \$95,756      \$353,076 *                                     |
| Operating Expenses 1992 - 1996                                | \$123,000 *  | \$0      \$9,000 *  |
| Professional Services   | \$24,000   | \$0      \$24,000   |
| Rent/Occupancy  | \$79,333   | \$21,017      \$21,255  |
| Transition Staff  | \$323,000  | \$53,904      \$0   |
| <b>Subtotal Office of Jail Planning</b>                       | <b>\$1,788,124 *</b>                                 | <b>\$598,328      \$745,882</b>                               |
| <b>OTHER KING COUNTY AGENCIES</b>                             |  | Pre-Sept 1991      Proposed 1991-1992                         |
| Prosecuting Attorney: 1990-1992                               | \$45,977   | \$15,661      \$45,975  |
| Prosecuting Attorney: Post-1992                               | \$13,793   | \$0      \$0  |
| Superior Court Support  | \$51,450   | \$20,104      \$51,450  |
| LSJ Agencies Support  | \$36,750   | \$38,344      \$36,750  |
| Real Property   | \$24,899   | \$19,831      \$24,899  |
| Adult Detention Support                                       | \$139,104  | \$267,339      \$139,104                                      |
| <b>Subtotal Other K.C. Agencies</b>                           | <b>\$311,973</b>                                     | <b>\$361,279      \$298,178</b>                               |
| <b>CONSULTANTS</b>  |  | Pre-Sept 1991      Proposed 1991-1992                         |
| Facility Program Planning                                     | \$750,000  | \$0      \$750,000  |
| IJ- EIS Interim Jail  | 0  | \$161,100      \$0  |
| EIS - I EIS Justice Center Ph. I                              | \$156,251  | \$143,749      \$156,251                                      |
| EIS - II EIS Justice Center Ph. II                            | 150,000  | \$0      \$150,000  |
| RJC Project Management  | \$2,000,000  | \$0      \$326,531  |
| RJC Design Consultant - SD thru DD                            | \$2,430,000  | \$0      \$2,430,000  |
| RJC Design Consultant - Bid thru CA                           | \$2,970,000  | \$0      \$0  |
| Site Appraiser  | \$20,000   | \$0      \$20,000   |
| Site Analyst  | \$100,000  | \$0      \$100,000  |
| <b>Subtotal Consultants</b>                                   | <b>\$8,576,251</b>                                   | <b>\$304,849      \$3,932,782</b>                             |
| <b>CAPITAL PROJECTS &amp; RELATED</b>                         |  | Pre-Sept 1991      Proposed 1991-1992                         |
| Land Acquisition - Phase I                                    | \$10,000,000   | \$0      \$0  |
| Land Acquisition Option - Phase I                             | \$125,000 *  | \$0      \$116,667 *  |
| Land Acquisition - Phase II                                   | \$5,000,000  | \$0      \$0  |
| Land Acquisition Option - Phase II                            | \$62,500 *   | \$0      \$52,083 *   |
| KCCF Remodel  | \$3,900,000  | \$0      \$0  |
| 1% for Art  | \$40,000   | \$0      \$40,000   |
| RJC Construction + Equipment                                  | \$97,000,000   | \$0      \$0  |
| RJC Permits & Fees thru Design Devel                          | \$620,000  | \$0      \$620,000  |
| RJC Permits & Fees after Design Devel                         | \$1,380,000  | \$0      \$0  |
| <b>Subtotal Capital Projects Related</b>                      | <b>\$118,127,500 *</b>                               | <b>\$0      \$828,750 *</b>                                   |
| <b>OTHER MISCELLANEOUS</b>                                    |  |   |
| BAN Issuance Costs  | \$40,000   | \$0      \$40,000   |
| <b>Subtotal Other Misc. - BAN</b>                             | <b>\$40,000</b>                                      | <b>\$0      \$40,000</b>                                      |
| <b>RJC COSTS: SEPT 1991 THRU 1995</b>                         | <b>\$130,275,230 *</b>                               | <b>\$1,343,054      \$6,357,104</b>                           |
| <b>TOTAL RJC PROJECT COSTS</b>                                | <b>\$131,618,284</b>                                 | <b>BAN COSTS      \$7,700,158</b>                             |

INTEREST:  
1ST 6 MONTHS

## Alternate Figures for BAN Ordinance

| <u>Reference</u> | <u>Executive</u>         | <u>Council Staff</u>     |
|------------------|--------------------------|--------------------------|
| p. 1 line 17     | \$7,800,000              | \$7,670,000              |
| p. 4 line 12     | \$7,800,000              | \$7,670,000              |
| p. 4 line 25     | \$1,625,000              | \$1,625,000              |
| p. 4 line 27     | \$6,175,000              | \$6,046,000              |
| p. 6 line 15     | \$7,800,000              | \$7,670,000              |
| p. 11 line 27    | \$7,800,000              | \$7,670,000              |
| p. 18 line 11    | \$1,332,000<br>\$293,000 | \$1,332,000<br>\$293,000 |
| p. A-1 line 4,7  | \$7,800,000              | \$7,670,000              |
| p. A-2 line 22   | \$78,000                 | \$76,700                 |

## REGIONAL JUSTICE CENTER PROJECT MANAGEMENT PLAN

### 1. OBJECTIVES OF PLAN

#### GOALS

The complexity of the proposed Regional Justice Center, and the magnitude of anticipated capital expenditure, has created a unique opportunity for King County to demonstrate its ability to manage a major capital improvement project so that it is delivered on time, on budget and meets all the requirements of its users/occupants. The goal of this management plan is to establish an organization, approach and communication/coordination linkages that enhances the delivery of this most important capital project for the County.

#### MANDATES

Ordinance #10023, dated July 15, 1991, approved the Facilities Master Plan for law, safety and justice agencies. The construction of new facilities will occur in two phases. Phase I encompasses facilities to accommodate growth of the law, safety and justice agencies out to the year 2000. The Phase I Regional Justice Center will contain 931 jail beds(571 to be finished at facility opening), up to 32 Superior courtrooms and other agency spaces as set forth in the approved plan. Planning and construction of Phase I will incorporate sufficient land and flexible design to allow future expansion.

The County's capital planning ordinance, #8978, and other applicable ordinances will govern how this most important capital project will be managed. Ordinance #8978 specifies the management duties of the Office of Capital Planning and Development(OCPD) in capital construction projects. OCPD acts as the County's representative during design and construction of non-park, above grade capital projects. Per this ordinance, OCPD is responsible for coordinating with all involved agencies to facilitate the completion of approved projects.

#### PROTOCOLS

In preparation for the intensive effort to plan, design and construct the new Regional Justice Center, the Department of Executive Administration(DEA), Office of Financial Management(OFM) and the Department of Adult Detention(DAD) entered into a three party Management Protocol Agreement and to establish a project management structure designed to clarify and define those parties' responsibilities during the life of the project. The June 23, 1989 Management Protocol document establishes an Oversight Committee to monitor the Department of Executive Administration's(DEA) implementation of the Regional Justice Center project to ensure consistency with the approved operational master plan, facility master plan and the facility program plan.

## **2. ORGANIZATIONAL PLAN**

### **OVERALL PROJECT APPROACH**

The overall approach to organizing the management of this project is embodied in the June 23, 1989 Management Protocol Agreement between the Department of Executive Administration (DEA), Office of Financial Management (OFM) and the Department of Adult Detention (DAD). An Oversight Committee was created that reports to the King County Executive. The committee is composed of the three department directors as stated above, one Councilmember and a representative from the Prosecutor's office. Up through the facility program planning stage, this committee is chaired by the DAD Director. At the completion of this stage, the chairpersonship will shift to the DEA Director.

The Oversight Committee will have responsibility to review, revise and approve all products and processes for the Regional Justice Center project. All project documents, process directives and recommendations must be approved by this committee prior to submission to the County Executive or Council. Specific responsibilities for each agency are delineated in the Management Protocol.

The overall project organization structure is shown in Exhibit 1. The Department of Executive Administration will be the County's lead agency (with the Office of Capital Planning and Development as the key unit) in managing the design and construction stages of the project. OCPD will work closely with all appropriate user agencies who will play pivotal roles in this project. Of particular importance is the coordination of the Central Project Manager with the DAD Project Administrator for all aspects of the detention portion of the projects and the OFM analyst for financial issues. Specific approval must be obtained from DAD if design or construction related changes will potentially impact DAD programmatic or operational flows and costs. As shown in Exhibit 1, these two positions will provide technical assistance to the project manager.

The Central Project Manager will be the County staff member who has primary management responsibility for this project. The core project management team will include the project's Administrative Assistant, key members of the outside project management firm and key members of the user agencies, most notably the DAD Project Administrator. This team will manage the efforts of the design consultant, general construction contractor and other special consultants. Each of these will contract directly with King County. The County will be responsible for coordinating the activities between these entities. The lead firm within each entity will be responsible for the work of their respective subcontractors.

The overall project schedule has been set to meet both the County's needs for the project as well as the County's commitment to comply with all appropriate public processes to ensure adequate reviews of the project development. To this end, the current schedule calls for completion of the predesign efforts by December, 1991, completion of design documents by early 1993 and completion of the Phase I Regional Justice Center construction by early 1995.

## **OCPD STAFFING PLAN**

OCPD's management plan is to establish a dedicated project management team whose sole responsibility is the successful design and construction of the new Regional Justice Center and the related projects. To this end, OCPD will hire at least two new staff and organize this team as shown in Exhibit 2. The team will be headed by a newly hired Central Project Manager, who will report directly to the OCPD Manager.

The Central Project Manager position is a limited duration hire and will be exempt from career service regulations. The County will utilize an executive search firm to find qualified candidates. The final selection will be made by a small panel of County decision makers.

The Central Project Manager will be responsible for filling the other inhouse staff position(s). The remaining project management work elements will most likely be performed by an outside firm that specializes in such work. These work elements would include participation in the design process to ensure constructability, provide value engineering, cost estimating, assistance with the public bid process and on site representation during construction. These services will be procured via the County's consultant purchasing process.

The staffing plan has been derived from the needs as described in the Management Protocol Agreement and the proposed design and construction schedule. It is anticipated that this project, including remodel of the existing correctional facility, could last in duration of up to five years from initiation of the schematic design phase. The OCPD staffing plan and anticipated level of effort is shown in Exhibit 3. In addition to the two key positions described above, the OCPD Manager and other staff will participate on this project as needed.

## **3. IMPLEMENTATION PLAN**

### **SCHEDULE**

As described above, the schedule for this most important project has been derived based on the County's best assessment of all the factors impacting the project. These are shown in Exhibit 4. The facility program plan will be submitted to King County Council in early 1992 for approval. The recommended site(s) and Environmental Impact Statement will also be forwarded to Council at that time. Final approval is slated for April, 1992, at which time the voters of King County will be asked to approve a bond issue to fund this project.

The County currently intends to initiate design of the project in April, 1992 (all dates noted hereafter are contingent on voter approval or availability of funding). Upon County approval and voter passage of the bond issue, the County will acquire the recommended site. The design contract documents could be completed in early 1993, with final permits and other required documents secured by the spring of 1993. With a successful bid/selection process, the low bid contractor would begin construction of the Regional Justice Center in mid 1993. Anticipated completion date is mid 1995.



Upon initial occupancy of the center, the County will initiate the renovation of the King County Correctional Facility. This project will take approximately one year.

### **ASSIGNMENTS**

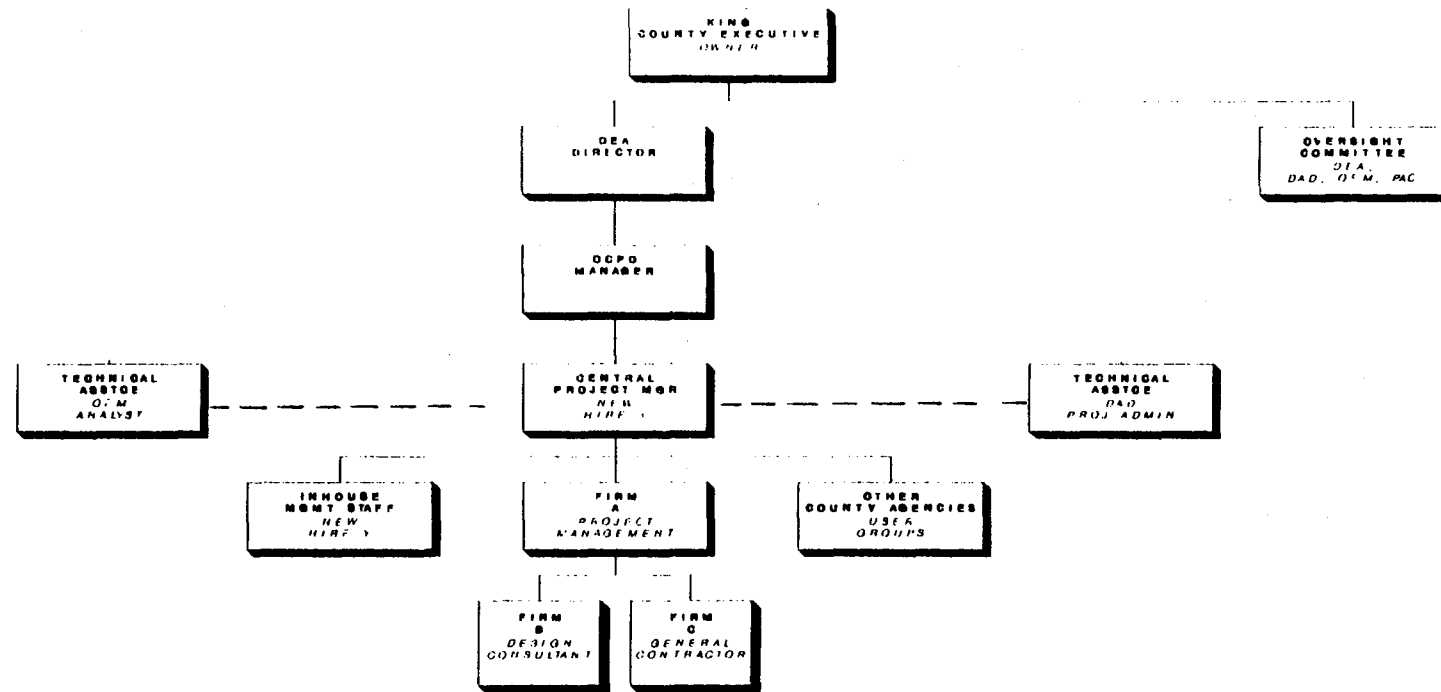
OCPD is the lead agency for the noted phases of this project. It will rely on the input and full participation of all other appropriate agencies at the working level, and the oversight committee at the decision and policy setting level to carry out all assignments in a timely and cost-effective manner. All timeframes to complete assignments shall be consistent and compatible with schedules established or approved by the Oversight Committee. OCPD will be responsible for the selection of the outside project management firm, design firm, construction contractor and other required special consultants.

### **4. JOB DESCRIPTIONS**

In order to effectively implement this management plan, the two key positions are the Central Project Manager and the Administrative Assistant. The attached provide the job descriptions, showing the respective responsibilities in each of the key stages of this very important project.

10/24/91

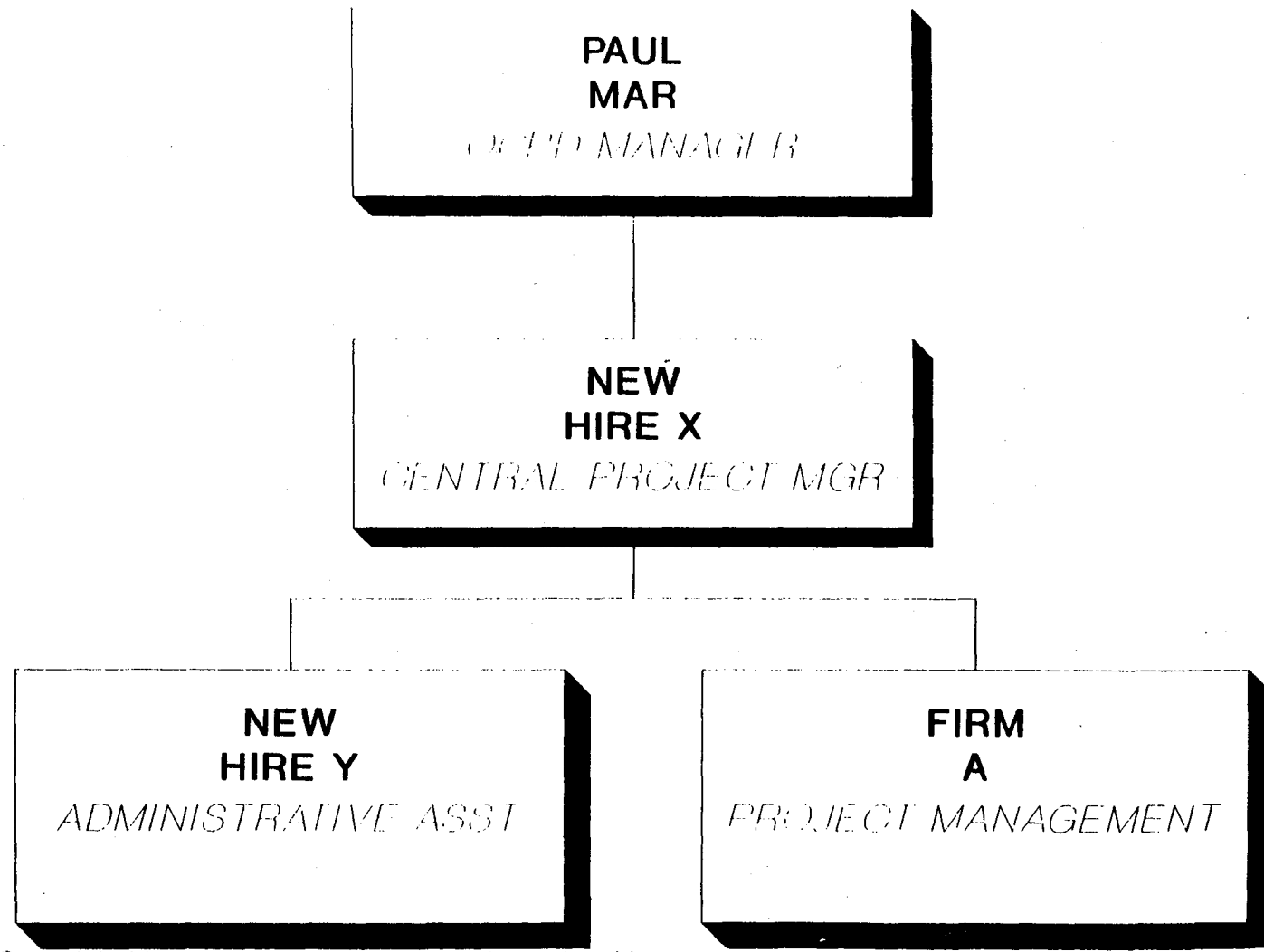
# JUSTICE CENTER PROJECT ORGANIZATION(Design & Construct)



See Management Protocol for Specifics

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# OCPD PROJECT MANAGEMENT ORGANIZATION CHART



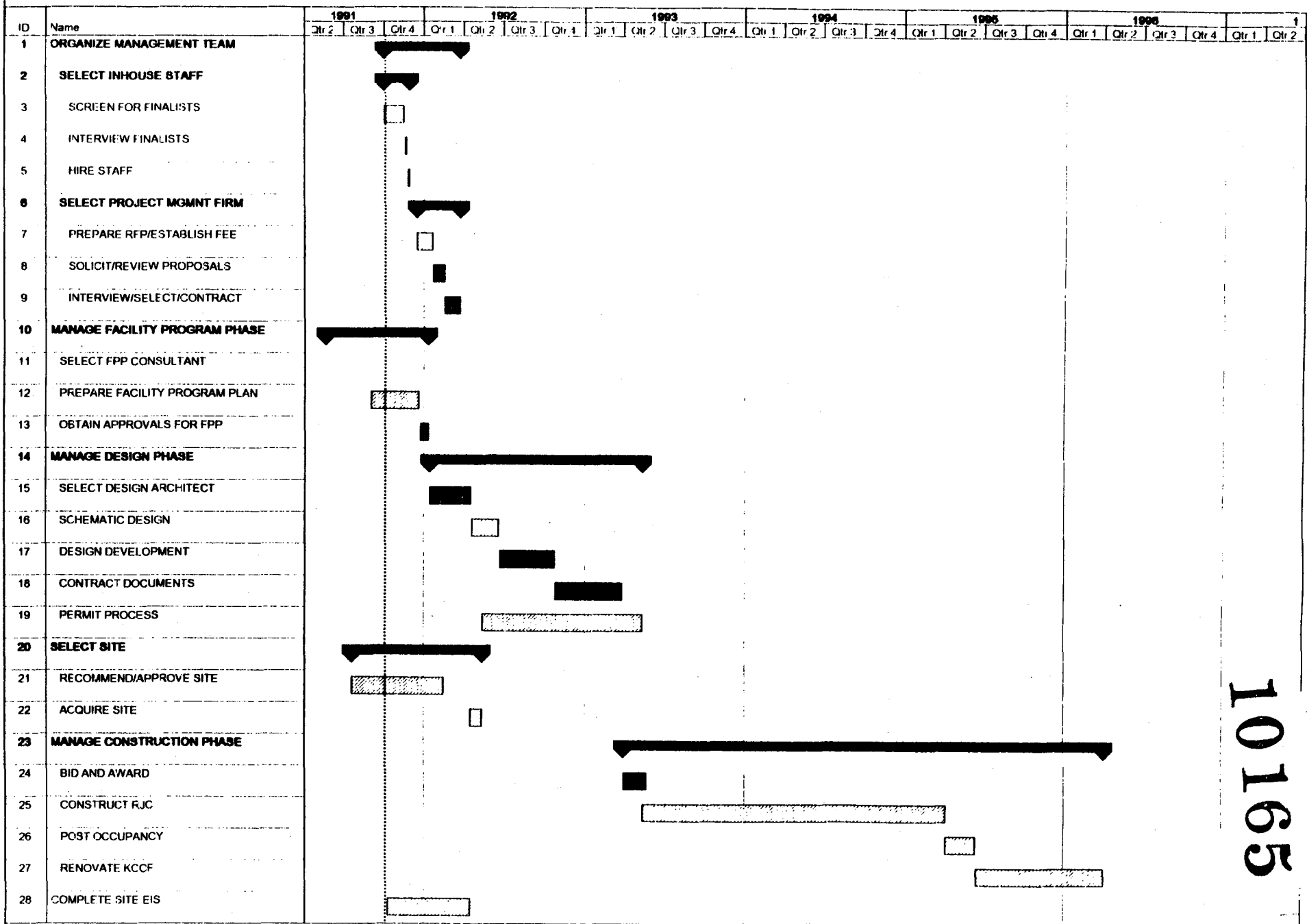
JUSTICE CENTER DESIGN & CONSTRUCTION

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| <b>REGIONAL JUSTICE CENTER STAFFING PLAN-OCPD*</b>   |                       |                       |                       |                       |                       |                       |                       |
|--|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| <b>POSITION</b>  | <b>1990<br/>FTE'S</b> | <b>1991<br/>FTE'S</b> | <b>1992<br/>FTE'S</b> | <b>1993<br/>FTE'S</b> | <b>1994<br/>FTE'S</b> | <b>1995<br/>FTE'S</b> | <b>1996<br/>FTE'S</b> |
| OCPD MANAGER   | 0.30                  | 0.40                  | 0.20                  | 0.20                  | 0.10                  | 0.10                  | 0.05                  |
| CENTRAL PROJECT MANAGER  | 0.00                  | 0.10                  | 1.00                  | 1.00                  | 1.00                  | 1.00                  | 0.50                  |
| ADMINISTRATIVE ASSISTANT   | 0.00                  | 0.00                  | 1.00                  | 1.00                  | 1.00                  | 1.00                  | 0.50                  |
| OTHER OCPD STAFF   | 0.25                  | 0.10                  | 0.30                  | 0.30                  | 0.40                  | 0.40                  | 0.10                  |
| <b>TOTAL LEVEL OF EFFORT</b>   | <b>0.55</b>           | <b>0.60</b>           | <b>2.50</b>           | <b>2.50</b>           | <b>2.50</b>           | <b>2.50</b>           | <b>1.15</b>           |
| *An outside project management firm will be retained by the County in early 1992 to provide required technical expertise to help manage the design and construction of this project. |                       |                       |                       |                       |                       |                       |                       |

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## REGIONAL JUSTICE CENTER PROJECT SCHEDULE



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## POSITION DESCRIPTION

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Position Requested: **Justice Center Central Project Manager**  
Position number & class title of existing position: **None**  
Classification requested: **None existing, project specific limited duration**  
Salary classification requested: **To be determined**

1. Name: **Position vacant**
2. Department: **Executive Administration**
3. Section: **Office of Capital Planning & Development**
4. Place of work: **Administration Building/project or construction site**
5. Hours of work: **8:30 am to 4:30 pm(flexible)**
6. Name & class title of immediate supervisor: **OCPD MANAGER**
7. Description of duties:

### **FACILITY MASTER & PROGRAM PLANNING PHASE**

- participate as part of the county's workgroup for the facility program plan work product.
- provide assistance to DAD on the development and review process for the Phase II EIS for the justice center.
- provide technical and research assistance to DAD and the Citizen's Site Advisory Committee during the site selection and review process.
- represent DEA at all meetings and work sessions associated with developing the facility program plan.
- responsible to ensure that the FPP conforms to the OMP, FMP and the County Space Plan.
- responsible for developing the scope of work, budgets, RFP's and contract for the contracted project management firm.
- responsible to review, amend, request clarification and approve all work products of the contracted project management firm.
- responsible for managing the process to develop the RFP's, scope of work, and contract for design architect.
- responsible to work with budget office to set up financial investment and management process for project funds
- responsible to convene weekly meetings and prepare status reports for this phase of the project.
- responsible to arrange for requested briefings/work sessions with other county agencies and make presentations to the County Council and elected officials.

### **PHYSICAL PLANNING (DESIGN) PHASE**

- responsible for establishing and updating work program milestones, work schedules and reporting processes for this phase of the project.
- responsible to set up and administer a review process working with the design commission and oversight committee to recommend a design architect to the executive.
- responsible, as the county's primary contact with the project management firm and design architect, to ensure that the requirements of the facility program plan are addressed in the design documents.
- responsible to convene weekly meetings with design architect, project management firm and key user groups(such as DAD) on the status of the design process.
- responsible to prepare status reports for the oversight committee, County Executive and County Council.
- responsible to recommend appropriate changes to design documents, contracts and other facets of the design process.

- responsible to arrange for requested briefings/work sessions with other county agencies and make presentations to the County Council and elected officials on the project status.
- responsible to coordinate with project management firm to set up special meetings and obtaining written reviews with DAD, the oversight committee and other user agencies for:
  - all schematics
  - all design development drawings
  - all detailed architectural & engineering drawings prior to bid process.
- conducts regular administrative reviews with the project management firm to ensure that all approved schematic and related drawing review recommendations and input are incorporated into the final design documents or specifically addressed in writing.
- responsible to inform project management firm that all bid documents are prepared in advance of bid advertisement.
- responsible for facilitating the permitting processes so that they are completed in timely and cost effective manner.
- responsible to review with and obtain approval from the Prosecuting Attorney Office to ensure that all construction documents comply with County bidding and contract conditions and to manage contract reviews.

### **CONSTRUCTION PHASE**

- responsible for establishing and ensuring the updates of work program milestones, work schedules and reporting processes for this phase of the project.
- responsible to ensure that the project management firm appropriately coordinates selection of construction contractor and that this process is approved by the oversight committee, including prebid conferences, bid reviews, negotiations, legal review and approval of contracts.
- responsible for ensuring that project management firm is appropriately administering the contract documents as the owner's representative.
- responsible for buyoff of construction schedule and presenting such to County policy and decision makers.
- responsible for monitoring progress versus schedule for oversight committee.
- responsible for making frequent construction site visits and meet with contractor and project management firm to resolve issues in a timely manner.
- responsible to review with project management firm all change order requests.
- responsible to ensure that project remains within budget and on schedule.
- responsible for oversight coordination of move-in activities with all County agencies, including DAD.
- responsible to convene weekly meetings with the construction contractor, design architect, project management firm and key user agencies on the construction status.
- responsible to prepare status reports to the oversight committee, County Executive and County Council on this phase of the project.
- responsible to arrange for requested briefings/work sessions with other county agencies and make presentations to the County Council and elected officials.

### **GENERAL**

- perform other related duties as required

## POSITION DESCRIPTION

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Position Requested: **Justice Center Administrative Assistant**  
Position number & class title of existing position: **None**  
Classification requested: **None existing, project specific limited duration**  
Salary classification requested: **Range 57**

1. Name: **Position vacant**
2. Department: **Executive Administration**
3. Section: **Office of Capital Planning & Development**
4. Place of work: **Administration Building/project or construction site**
5. Hours of work: **8:30 am to 4:30 pm(flexible)**
6. Name & class title of immediate supervisor: **Central Project Manager**
7. Description of duties:

### PROJECT MANAGEMENT SUPPORT

-assist Central Project Manager develop topics, management issues and problem solving approaches for the design and construction of the justice center.

-develop agendas for planning and management meetings, ensure that all participants are notified, clarify work assignments for all meeting attendees.

-responsible for preparation and distribution of meeting notes to all workgroup meetings/sessions. Responsible to respond to all requests for such information(including any public disclosure notices).

-responsible to provide project status updates to Council staff and other department representatives.

-responsible to review and edit all drafts of project/project management reports and coordinate reviews by other departments, agencies or workgroups.

-attend and represent the Central Project Manager at project management meetings, council hearings, and public speaking events or presentations.

### CONTRACT/ORDINANCE/RFP SUPPORT

-responsible to draft and review RFP's and contracts for consultant or contract services.

-coordinate with Risk Management, Prosecuting Attorney's Office, Budget Office and other County agencies to ensure that all county codes, ordinances, state laws, purchasing procedures, minorities requirements, etc. are assessed and met within the development phases of each RFP and contract.

-responsible to obtain qualified reviewers for RFP's and contracts, and for initiating and completing all approvals and county processes associated with these documents.

-liaison with county purchasing to ensure timely advertising, prebid conferences and processing of RFP's and RFQ's.

-responsible to develop, reproduce and/or assist the Central Project Manager in presenting materials for all pre-bid conferences.



-responsible to create and maintain separate and chronological files on each bid, consultant or contract process and negotiation. Files shall contain a summary statement indicating names and agencies of all editors, reviewers, interviewers and approvers with supporting work papers.

-responsible to draft motions and ordinances related to the project and to document approvals, project decisions or changes in scope of work or modifications to any previously approved motion or ordinance.

-draft official correspondence, memoranda and letters for signature of the Central Project Manager, OCPD Manager, Director of Executive Administration and the County Executive.

#### **DEVELOP AND MONITOR PROJECT BUDGET**

- Responsible to develop annual project management budget for justice center project. Work with County Budget office to prepare/complete all required budget forms and documents and justifications before incorporation into OCPD annual budget.

- Responsible to monitor all expenditures from project account lines and provide a monthly expenditures report to the Central Project Manager.

- Responsible to identify all current and anticipated cost savings, make recommendations for changes in expenditure lines and prepare/complete all required documents and processes.

- Assist the project management team in estimating cash flows and payments for all contracts and funds associated with the project(s).

#### **DEVELOP AND MONITOR ALL CONTRACTS & CONTRACT PAYMENTS**

- Assist in the negotiations process and development of conditions for payments on each contract (where possible). Must be familiar and have current knowledge of work required and scheduled payments.

- Review agency/contract work performance (verify work performed) for all agencies and contractor billings. Ensure performance and billing conforms with conditions of contract(s).

- Report any deficiencies or irregularities in contractor performance or billings, provide a written evaluation of problems and recommend corrective action(s).

- Process payments for verified/authorized billings.

- Design format for project management review of contracts and verification of expenditures with the County's ARM's and budget information system requirements.

- Ensure contract reviews, billings and payments are in conformance with all applicable County ordinances, state law and WAC guidelines.

- Prepare and present monthly reports on all contract billings and expenditures for Central Project Manager and other(s) as required.

- Act as liaison and provide assistance to the Budget Office, other departments, and contracting agencies with regard to improving, clarifying or expediting contract payments.

#### **GENERAL OFFICE/RECORDKEEPING SUPPORT**

-establish and maintain files, records, and other information sources as needed to support and document project activities.

-obtain information from files, microfilm, records, blueprints and maps; make computer inquiries.

-process filing or records transactions including the review of documents, procedural requirement verification, and problem resolution.

--receive callers, in person and by telephone, to provide information, clarify situations, and service the requests.

-record and transmit legal documents and general mail.

#### **GENERAL**

-perform other related duties as required