

May 22, 1996

Introduced By:

Christopher Vance

Proposed No.:

96-437

MOTION NO. **9868**

1
2
3 A MOTION designating King County as the fiscal agent to receive
4 and distribute grant funds to local jurisdictions and authorizing the
5 Executive to execute agreements with the City of Seattle and the
6 Suburban Cities Association for the distribution of State
7 Department of Community, Trade and Economic Development
8 Growth Management Act grant funds.

9 WHEREAS, the Washington State Legislature enacted RCW 36.70A, hereinafter
10 referred to as "the Act," which requires King County to adopt Countywide Planning Policies in
11 cooperation with cities within King County, and

12 WHEREAS, by Interlocal Agreement, King County and the cities in King County
13 established the Growth Management Planning Council of King County (GMPC) representing
14 King County, the city of Seattle, and other municipal jurisdictions within King County to
15 develop and adopt Countywide Planning Policies pursuant to RCW 36.70A, and

16 WHEREAS, as per the Interlocal Agreement, the Countywide Planning Policies
17 established a work program necessary to refine, amend and implement the policies and the
18 GMPC on September 20, 1995 and November 15, 1995 approved the continued work
19 programs for the Regional Finance and Governance Strategy, Benchmarks, Housing Finance
20 and Land Capacity projects, jointly referred to as the Regional Work Program, and

21 WHEREAS, the Act directs the State of Washington Department of Community,
22 Trade and Economic Development, hereinafter referred to as CTED, to establish funding
23 levels for planning and technical assistance grants for counties and cities that plan under this
24 Act and CTED has allocated approximately \$380,149 dollars to King County jurisdictions
25 during the 1995-1996 funding year, and

26 WHEREAS, the King County council adopted Motion 8087, Motion 8506, Motion 9006
27 and Motion 9211 which designated King County as the fiscal agent to receive and distribute grant
28 funds to local jurisdictions for the 1990-1991, 1991-1992, 1992-1993, and 1993-1995 fiscal years,
29 respectively, and

1 WHEREAS, King County has executed interlocal agreements with local jurisdictions to
2 distribute grant funds for the 1990-1991, 1991-1992, 1992-1993, and 1993-1995 fiscal years, and

3 WHEREAS, the GMPC recommends the Regional Work Program and the 1995-1996
4 distribution formula contained herein, and

5 WHEREAS, King County has entered into a contract with CTED to receive grant
6 funds;

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

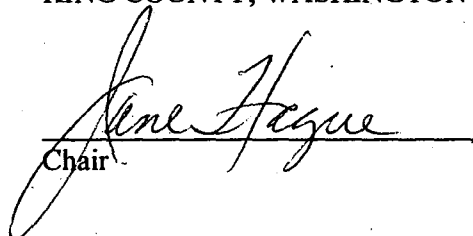
8 A. King County is designated as the fiscal agent for the purpose of receiving grant funds and
9 distributing those funds according to the approved allocation formula contained in Attachment A.

10 B. The King County executive is authorized to enter into an interlocal agreement,
11 substantially in the form of Attachment B, with the city of Seattle for the purpose of distributing
12 State of Washington Growth Management Act grant funds.


13 C. The King County executive is authorized to enter into a grant fund distribution
14 agreement, substantially in the form of Attachment C, with the Suburban cities Association for the
15 purpose of distributing State of Washington Growth Management Act grant funds.

16 PASSED by a vote of 11 to 0 this 28th day of May, 1996

17 KING COUNTY COUNCIL
18 KING COUNTY, WASHINGTON

19 
20 Chair

21 ATTEST:

22 
23 Clerk of the Council

24 Attachments:

- 25 A. Distribution Formula and Regional Work Program
- 26 B. Interlocal Agreement with City of Seattle
- 27 C. Grant Fund Distribution Agreement with Suburban Cities Association

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**GRANT APPLICATION
REGIONAL WORK PROGRAM
1996-1997 SCOPE OF WORK**

Name of Jurisdiction: King County

Contact Person: Ikuno Masterson
King County Office of Budget and Strategic Planning
418 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Contracting Jurisdiction: King County

SUMMARY:

The Cities and County in King County propose implementing the Growth Management Act with continued focus on regional work programs in 1996 and 1997. The four major work items include advanced phases of Housing Finance, Benchmarks, Land Capacity and Regional Finance and Governance.

The City of Seattle, the Suburban Cities Association, and King County have agreed to allocate funds on a per capita basis among the three caucuses for each jurisdictions' efforts toward these regional work programs. An additional allocation will go to King County for its role in administering the Growth Management Planning Council, the Housing Finance Task Force, the Benchmarks Task Force, the Land Capacity Task Force and the Regional Finance and Governance Strategy.

The distribution of 1995-1996 funds will be as follows:

Jurisdiction	Population	Allocation (per capita)
King County	497,403	\$74,610
Suburban Cities Association	612,467	95,604
City of Seattle	532,900	79,935
Regional Coordination (to King County)	Flat Rate	130,000
	TOTAL	\$380,149

The distribution of 1996-1997 funds will be negotiated.

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EXPECTED OUTCOMES BY JUNE 1, 1996:

- Housing Finance - *Design a Shared Commitment funding program* for affordable housing for GMPC approval; *Implementation Committee* work
- Benchmarks - *Preliminary Targets* for benchmark indicators; *Assistance to cities*, as requested, in establishing data systems for certain benchmark indicators; *Benchmark Committee* work.
- Land Capacity - *Updated 1995 Capacity Numbers*
- Regional Finance and Governance - *Inventory and preliminary analysis* of services, capital projects, providers and revenues; *Design Public Process*; *support Oversight Committee*; *Facilitate stakeholders to consensus on scope of work*; *Design Potential Annexation Process*.

EXPECTED OUTCOMES BY JUNE 1, 1997

- Housing Finance - Achieve State Legislative approval for a *dedicated revenue source*; Initiate a *Community Education and Input* program involving a wide range of the public and interest groups in regional housing levy planning; *Implementation Committee* work.
- Benchmarks - *Benchmark Committee Final Report*.
- Regional Finance and Governance - *Resolution* of financing and governance for selected regional and local services; *Execute Public Process*.

MAJOR STEPS AND SCHEDULE:

Housing Finance

JANUARY 1996 - JUNE 1996

SUPPORT FOR IMPLEMENTATION COMMITTEE

BEGIN AN INTERIM SHARED COMMITMENT PROGRAM - identify several jurisdictions willing to commit 1996 funds and jointly develop an interim program model; solicit housing project proposals.

DESIGN THE SHARED COMMITMENT APPROACH for GMPC approval - propose a funding participation level, develop proposed mechanisms for administration of funds, design a proposed method for crediting housing produced from these funds towards GMPC housing targets.

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Housing Finance continued

JUNE 1996 - JUNE 1997

SEEK GMPC APPROVAL AND BEGIN IMPLEMENTATION of the shared commitment approach

ACHIEVE STATE LEGISLATIVE APPROVAL for a dedicated revenue source for housing.

ESTABLISH LEGISLATIVE WORK GROUP to identify most appropriate revenue sources and prepare draft legislation.

INITIATE PUBLIC EDUCATION AND INPUT PROGRAM. Organize community forums, seek active involvement of jurisdictions and community organizations to identify needs and priorities for proposed levy funding.

IMPLEMENTATION COMMITTEE SUPPORT.

Benchmarks

JANUARY 1996 - JUNE 1996

CONSULTANT SERVICES for data development and analysis - prepare consultant contract to assist in the development and analysis of data for setting targets; assist cities, if requested, in developing data systems for the seven benchmark indicators that require cities' participation.

SUPPORT FOR BENCHMARK COMMITTEE

FACILITATE CONSENSUS ON TARGETS

JUNE 1996 - JUNE 1997

PUBLISH FINAL REPORT

PRINTING

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Land Capacity

JANUARY 1996 - JUNE 1996

UPDATE 1995 CAPACITY NUMBERS - jurisdictions recalculate the 1995 20-year land capacity figures based on new methodology developed by the Land Capacity Task Force.

PROVIDE STAFF SUPPORT for smaller jurisdictions if requested.

Regional Finance and Governance

JANUARY 1996 JUNE 1996

INVENTORY AND PRELIMINARY FINANCIAL ANALYSIS - Prepare inventory of services and how services are currently paid for. Prepare public brochure on Finance and Governance.

COMPARATIVE ANALYSIS - Conduct national search and analysis of alternative forms of service delivery and finance, and establishing regional financing priorities.

ISSUES ANALYSIS - Prepare necessary issue papers resulting from inventory, preliminary financial analysis and comparative analysis, including perspective on how priorities for regional funding are established.

CONSENSUS SCOPE OF WORK - Establish consensus on scope of work, selecting services and issues to resolve through 1997. Identify outcomes for Phase II (1996-1997).

DESIGN POTENTIAL ANNEXATION AREA PROCESS to address service delivery issues.

STAFF WORK - support Oversight Committee; facilitate stakeholder groups to consensus

JUNE 1996 - JUNE 1997

COMPLETE SELECTED ISSUES ANALYSIS

ESTABLISH PROCESS TO DRAW INTERLOCAL AGREEMENTS FOR FINANCING AND GOVERNANCE OF SELECTED REGIONAL AND LOCAL SERVICES

DETERMINE PUBLIC PROCESS

EXECUTE POTENTIAL ANNEXATION PROCESS

AN INTERLOCAL COOPERATION AGREEMENT FOR THE DISTRIBUTION AND ADMINISTRATION OF CERTAIN WASHINGTON DEPARTMENT OF COMMUNITY, TRADE AND ECONOMIC DEVELOPMENT GRANT FUNDS UNDER THE STATE OF WASHINGTON GROWTH MANAGEMENT ACT, RCW 36.70A

THIS AGREEMENT, signed this _____ day of _____,

199_____ by and between The City of Seattle ("the Municipal Jurisdiction") and King County.

WHEREAS, the Washington State Legislature enacted RCW 36.70A, hereinafter referred to as "the Act," which requires King County to adopt countywide planning policies in cooperation with cities within King County; and

WHEREAS, by Interlocal Agreement, King County and the cities in King County established the Growth Management Planning Council of King County (GMPC) representing King County, the City of Seattle, and other municipal jurisdictions within King County to develop and adopt Countywide planning policies pursuant to RCW 36.70A.210; and

WHEREAS, as per the Interlocal Agreement, the Countywide Planning Policies established a work program necessary to refine, amend and implement the policies and the GMPC on September 20, 1995 and November 15, 1995 approved the work programs for the Regional Finance and Governance Strategy, Benchmarks, Housing Finance and Land Capacity projects; and

WHEREAS, the State of Washington through the adoption and administration of the Act will make funds available to local jurisdictions through the State of Washington Department of Community, Trade and Economic Development, hereinafter referred to as CTED, for expenditure during the 1995-1997 funding years; and

WHEREAS, the Act directs CTED to establish funding levels for planning and technical assistance grants for counties and cities that plan under this Act and CTED has allocated approximately \$380,149 to King County jurisdictions during the 1995-1996 funding years; and

WHEREAS, King County and the cities within King County have been designated together as a county region by CTED for the purpose of receiving CTED funds; and

WHEREAS, King County was designated as the fiscal agent to receive and distribute growth management grant funds in 1990 and has continued to serve as the fiscal agent for cities within King County; and

WHEREAS, the GMPC recommends the 1995-1996 grant distribution formula contained herein; and

WHEREAS, King County has entered into a contract with CTED to serve as fiscal agent for the distribution of grant funds among King County and the cities within King County; and

WHEREAS, the parties hereto enter into this Agreement pursuant to and in accordance with the State Interlocal Cooperation Act, RCW Chapter 39.34, for the purpose of distributing and administering CTED funds and for the execution of activities in accordance with and under authority of the Act;

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING CIRCUMSTANCES AND IN CONSIDERATION OF THE MUTUAL PROMISES HEREIN, IT IS AGREED THAT:

I. GENERAL AGREEMENT

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King County and the Municipal Jurisdiction agree to comply with the provisions of the Regional Work Program which is attached hereto as Attachment 1 and is incorporated herein as is fully set forth, by undertaking growth management activities, including coordination of planning efforts to achieve consistency, the development of a public participation process, and undertaking other coordinated planning activities as specified in the Growth Management Act, RCW 36.70A.

II. ENTITLEMENT

The parties agree that the allocation of funds appropriated by the State of Washington Department of Community, Trade and Economic Development ("CTED") among King County and the cities within King County shall be governed by the following provisions as outlined in the distribution formula, which is contained in the Regional Work Program:

- A. By entering this Agreement the Municipal Jurisdiction is eligible to receive a direct share, hereinafter referred to as a pass-through, of CTED funds as calculated in the distribution formula, which is based on the following principles:
1. Of the total CTED grant to King County, \$130,000 shall be reserved for regional coordination in 1995-1996.
 2. The remainder of the 1995-1996 funds shall be allocated on a per capita basis based on a proportional distribution of total population with King County as determined in the April 1996 estimate by the State of Washington Office of Financial Management.
- B. This Agreement is contingent upon the adoption of a resolution, motion, or ordinance by the Municipal Jurisdiction approving the Regional Work Program and distribution formula for CTED grant funds and of a municipal work program which outlines the Municipal Jurisdiction's implementation of the Act or the Regional Work Program.

III. REIMBURSEMENT PROVISIONS

The parties agree that King County is the designated fiscal agent for the distribution of CTED funds under the terms of this Agreement. Within ten (10) business days after receiving each warrant from CTED, King County shall issue a warrant to the Municipal Jurisdiction for a proportional amount equal to the Municipal Jurisdiction's proportionate share (to the nearest dollar) of the total amount the Municipal Jurisdiction is entitled to receive according to the distribution formula.

IV. USE OF FUNDS: GENERAL PROVISIONS

- A. Funds provided to the Municipal Jurisdiction under this Agreement shall be used solely for activities undertaken to fulfill the requirements of the Act and to implement the Regional Work Program.
- B. The Municipal Jurisdiction agrees to conduct the appropriate citizen participation activities as required by the Act, RCW 36.70A. Such activities shall include the broad dissemination of proposals and alternatives, opportunity for written comments, public meeting after effective notice, provisions for open discussion, communication programs, information services, and consideration of and response to public comments.

V. ROLE OF THE GROWTH MANAGEMENT PLANNING COUNCIL

The parties agree that the King County Growth Management Planning Council (GMPC) which consists of elected officials from King County, The City of Seattle, and other cities within King County, shall serve as a joint forum for the review and recommendation of policy matters and state requirements to the legislative authorities of King County and the cities within King County. The parties hereby agree that the GMPC

shall prepare for CTED a periodic progress report which describes accomplishments of the Regional Work Program.

VI. RESPONSIBILITIES AND POWERS OF THE MUNICIPAL JURISDICTIONS

The Municipal Jurisdiction shall have the following responsibilities and powers:

- A. The Municipal Jurisdiction shall propose to its legislative authority a local work program which includes an examination of its role in recognizing and addressing regional or county-wide needs through a coordinated funding approach with King County and other cities within King County.
- B. The Municipal Jurisdiction shall prepare and submit to King County for transmittal to CTED a progress report describing the accomplishments of the Regional Work Program.
- C. The Municipal Jurisdiction shall exercise its discretion in determining the use of its pass-through funds in a manner consistent with the Act and the Regional Work Program including the Municipal Jurisdiction's local policies.
- D. The Municipal Jurisdiction agrees to propose to its legislative authority activities and budgets for inclusion in the Regional Work Program.
- E. The Municipal Jurisdiction shall send representatives to participate actively in technical forums for the purpose of accomplishing the Regional Work Program.
- F. The Municipal Jurisdiction undertaking activities and/or projects with CTED funds distributed under this Agreement retains full civil and criminal liability as though these funds were locally generated.
- G. The Municipal Jurisdiction shall fully comply with the State Environmental Policy Act in connection with any project that has been funded pursuant to this Agreement.
- H. The Municipal Jurisdiction shall maintain accounts and records, including personnel, property, financial, and programmatic records, and other such records to ensure proper accounting for all project funds and compliance with this Agreement. All such records shall sufficiently and properly reflect all direct and indirect costs of any nature expended and services provided in the performance of this Agreement. These records shall be maintained until June 30, 1999, unless a longer retention period is required by law.

VII. RESPONSIBILITIES AND POWERS OF KING COUNTY

King County, by and through its employees, agents, and representatives, agrees to:

- A. Obtain and present to the GMPC all applicable State and CTED policy guidelines, special conditions, and format requirements related to the implementation of the Regional Work Program and related to the administration of the grant funds distributed pursuant to the Act, RCW 36.70A.
- B. Prepare and present to CTED the periodic progress report regarding the implementation of the Regional Work Program as required by CTED pursuant to the Act, RCW 36.70A.
- C. Prepare reports, organize meetings and technical forums/work groups as needed for the GMPC to assist in the implementation of the Regional Work Program.

VIII. GENERAL TERMS

- A. This Agreement for the 1995-1996 fund distribution shall be effective January 1, 1996 through June 30, 1996. The parties acknowledge, however, that commitments to accomplish the Regional Work Program do not terminate with this Agreement. The parties agree to use their best efforts to work with CTED to

secure additional funding beyond the 1995-1996 funding period and to execute subsequent agreements.

- B. It is recognized that amendments to this Agreement may become necessary, and such amendment shall take place only when the parties have executed a written addendum to this Agreement.

IX. EVALUATION AND MONITORING

- A. The records and documents with respect to all matters covered by this Agreement shall be subject to inspection, review, or audit by King County so authorized or as requested by CTED during the performance of this Agreement and until June 30, 1999, unless a longer retention period is required by law.
- B. The Municipal Jurisdiction agrees to cooperate with any monitoring or evaluation activities conducted by King County that pertain to the subject of this Agreement. The Municipal Jurisdiction agrees to allow King County, CTED, the State Auditor, and/or any of their employees, agents, or representatives to have full access to and the right to examine during normal business hours and as often as King County may deem necessary, all of the Municipal Jurisdiction's records with respect to all matters covered by this Agreement. King County and/or any of its employees, agents, or representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all invoices, materials, payrolls, and record of matters covered by this Agreement. King County will give advance notice to the Municipal Jurisdiction in the case of fiscal audits to be conducted.
- C. The results and records of said evaluation shall be maintained and disclosed in accordance with RCW Chapter 42.17.

X. HOLD HARMLESS

- A. Except for the King County obligations under Section III hereof, King County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes to or on behalf of the Municipal Jurisdiction, its employees, or others by reason of this Agreement. The Municipal Jurisdiction shall protect, indemnify and save harmless King County, its officers, agents, and employees from and against any and all claims, costs, and losses whatsoever occurring or resulting from (1) the Municipal Jurisdiction's failure to pay any such compensation, wages, benefits, or taxes; and (2) the supplying to the Municipal Jurisdiction of work, services, materials, or supplies by municipal employees or others in connection with or in support of the performance of this Agreement.
- B. The Municipal Jurisdiction further agrees that it is financially responsible for and shall repay King County, after an audit, all funds that are received by the Municipal Jurisdiction pursuant to the Agreement that are ultimately determined to have been improperly or illegally expended due to the negligence, intentional acts or failure for any reason to comply with the terms of this Agreement by the Municipal Jurisdiction, its officers, employees, agents, or representatives. This duty to repay King County shall not be diminished or extinguished by the prior termination of this Agreement pursuant to Section XI or Section XII.
- C. The Municipal Jurisdiction shall protect, defend, indemnify, and save harmless King County and the State of Washington, their officers, employees, and agents from any and all costs, claims, judgments, or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the Municipal Jurisdiction, its officers, employees, or agents with respect to this Agreement and its implementation. The Municipal Jurisdiction agrees that its obligations under this subparagraph extend to any claim, demand, or cause of action brought by or on behalf of any employee of the Municipal Jurisdiction against King County, its officers, agents, or employees with respect to this Agreement and its implementation, and includes any judgment, award, and cost arising therefrom, including attorney fees.

King County shall protect, defend, indemnify, and save harmless the Municipal Jurisdiction, its officers, employees, and agents from any and all costs, claims, judgments, or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of King County, its officers, employees, or agents

with respect to this Agreement and its implementation. King County agrees that its obligations under this subparagraph extend to any claim, demand, or cause of action brought by or on behalf of any employee of King County against the Municipal Jurisdiction, its officers, agents, or employees with respect to this Agreement and its implementation, and includes any judgment, award, and cost arising therefrom, including attorney fees.

Claims shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, or otherwise results in unfair trade practice.

- D. The Municipal Jurisdiction shall provide King County with evidence of general liability insurance with limits of no less than \$1 million per occurrence to provide coverage for claims for injuries to persons or damages to property which may arise from, or in connection with the performance of work hereunder by the Municipal Jurisdiction, its agents, representatives, employees, or subcontractors. If the Municipal Jurisdiction is self-insured for this requirement, a certification of self-insurance shall constitute compliance with this section.

XI. TERMINATION

- A. This Agreement may be terminated without cause by King County, in whole or in part, prior to the date specified in Section VIII, upon thirty (30) days advance written notice of the termination to the Municipal Jurisdiction.
- B. If at any time during the term of this Agreement, either (1) the State of Washington terminates King County's CTED grant status, or otherwise acts to terminate, reduce, modify, or withhold its grant funding to King County, or (2) any necessary appropriations of funds for the Municipal Jurisdiction are not made to King County by the State of Washington, or are revoked or withheld, or (3) the King County Council does not appropriate CTED funds for distribution to the Municipal Jurisdiction, then King County may terminate this Agreement upon giving twenty (20) days' written notice to the Municipal Jurisdiction. The parties acknowledge that, except as otherwise specifically provided for herein, King County shall in no event be responsible for the payment of any funds to the Municipal Jurisdiction. King County, as the official fiscal agent, shall have the authority and responsibility to ensure that upon termination of this Agreement, any remaining CTED funds are made available in the manner described in paragraph II(A) above and in accordance with state regulations, or returned to CTED.
- C. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Agreement or law that either party may have in the event that the obligations, terms, and conditions set forth in this Agreement are breached by the other party.

XII. REDUCTION OF FUNDS

In the event that there is a reduction of funds by the State of Washington or CTED, and if such funds are the basis for this Agreement, then King County may unilaterally terminate all or part of this Agreement, or King County and the Municipal Jurisdiction may reduce their respective scopes of work or budgets under this Agreement.

XIII. SEVERABILITY

In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement which can be given effect without the invalid term, condition or application. To this end the terms and conditions of this Agreement are declared severable.

XIV. RECAPTURE PROVISION

- A. In the event that CTED elects to recapture funds from either King County or the Municipal Jurisdiction for failure to expend grant funds in accordance with state law and/or the provisions of this Agreement, King County reserves the right to

recapture such funds on behalf of CTED in an amount equivalent to the extent of noncompliance.

- B. Such right of recapture shall exist for a period not to exceed three (3) years following termination of this Agreement. Repayment by the Municipal Jurisdiction of such funds under this recapture provision shall occur within thirty (30) days after a final determination that such funds must be repaid. Funds recaptured by King County shall be returned to CTED. In the event that King County is required to institute legal proceedings to enforce the recapture provision, or is required to participate in legal proceedings as a result of the Municipal Jurisdiction's noncompliance with the provisions of this Agreement, or is required to reimburse the State of Washington for the cost of legal proceedings, and King County is the prevailing party in such proceedings, then King County shall be entitled to reimbursement of its costs from the Municipal Jurisdiction, including reasonable attorney's fees.

XV. NONDISCRIMINATION

There shall be no discrimination against any employee or independent contractor paid by any funds which are the subject of this Agreement or against any applicant for such employment because of race, religion, color, sex, age, sexual orientation, handicap, or national origin. This provision shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training.

The Municipal Jurisdiction and any independent contractor paid by funds which are the subject of this Agreement shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended in connection with any project that has been funded pursuant to this Agreement.

XVI. RIGHTS TO OTHER PARTIES

It is understood and agreed that this Agreement is solely for the benefit of the parties hereto and conveys no right to any other party.

XVII. GOVERNING LAW AND FILING

This Agreement shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the State of Washington. This Agreement shall be filed with the city clerk of the Municipal Jurisdiction, the King County Records and Election Division, and the State of Washington Department of Community, Trade and Economic Development.

XVIII. ADMINISTRATION

- A. King County's representative shall be: _____
 Address: _____

 Phone: _____

- B. The City of Seattle's representative shall be: _____
 Address: _____

 Phone: _____

Attachment B

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XIX. ENTIRE AGREEMENT/WAIVER OF DEFAULT

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of the provisions of this Agreement. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval by King County, which shall be attached to the original Agreement.

KING COUNTY, WASHINGTON

CITY OF SEATTLE

King County Executive

Signature of Designated Official

Official Title

APPROVED AS TO FORM:

APPROVED AS TO FORM:

approved as to form only by
King County Prosecuting Attorney

Signature

Official Title

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**A GROWTH MANAGEMENT GRANT FUND DISTRIBUTION AGREEMENT FOR
THE DISTRIBUTION AND ADMINISTRATION OF CERTAIN WASHINGTON
DEPARTMENT OF COMMUNITY, TRADE AND ECONOMIC DEVELOPMENT
GRANT FUNDS UNDER THE STATE OF WASHINGTON GROWTH MANAGEMENT
ACT, RCW 36.70A**

THIS AGREEMENT, signed this _____ day of _____

199_____ by and between the Suburban Cities Association and King County.

WHEREAS, the Washington State Legislature enacted RCW 36.70A, hereinafter referred to as "the Act," which requires King County to adopt countywide planning policies in cooperation with cities within King County; and

WHEREAS, by Interlocal Agreement, King County and the cities in King County established the Growth Management Planning Council of King County (GMPC) representing King County, the City of Seattle, and other cities within King County to develop and adopt Countywide planning policies pursuant to RCW 36.70A.210; and

WHEREAS, as per the Interlocal Agreement, the Countywide Planning Policies established a work program necessary to refine, amend and implement the policies and the GMPC on September 20, 1995 and November 15, 1995 approved the work programs for the Regional Finance and Governance Strategy, Benchmarks, Housing Finance and Land Capacity projects; and

WHEREAS, the State of Washington through the adoption and administration of the Act will make funds available to local jurisdictions through the State of Washington Department of Community, Trade and Economic Development, hereinafter referred to as CTED, for expenditure during the 1995-1997 funding years; and

WHEREAS, the Act directs CTED to establish funding levels for planning and technical assistance grants for counties and cities that plan under this Act and CTED has allocated approximately \$380,149 to King County jurisdictions during the 1995-1996 funding year and \$446,262 during the 1996-1997 funding year; and

WHEREAS, King County and the cities within King County have been designated together as a county region by CTED for the purpose of receiving CTED funds; and

WHEREAS, King County was designated as the fiscal agent to receive and distribute growth management grant funds in 1990 and has continued to serve as the fiscal agent for cities within King County; and

WHEREAS, the GMPC recommends the 1995-1996 grant distribution formula contained herein and in subsequent years will recalculate the distribution formula with the cooperation of the County and its cities; and

WHEREAS, King County has entered into a contract with CTED to serve as fiscal agent for the distribution of grant funds among King County and the cities within King County; and

WHEREAS, the parties hereto enter into this Agreement for the purpose of distributing and administrating CTED funds and for the execution of activities in accordance with and under authority of the Act;

**NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING
CIRCUMSTANCES AND IN CONSIDERATION OF THE MUTUAL PROMISES HEREIN,
IT IS AGREED THAT:**

9868

I. GENERAL AGREEMENT

King County and the Suburban Cities agree to comply with the provisions of the Regional Work Program which is attached hereto as Attachment 1 and is incorporated herein as is fully set forth, by undertaking growth management activities, including coordination of planning efforts to achieve consistency, the development of a public participation process, and undertaking other coordinated planning activities as specified in the Growth Management Act, RCW 36.70A.

II. ENTITLEMENT

The purpose of this agreement is to authorize the payment of funds to the Suburban Cities Association for its work in implementing the Regional Work Program and for distribution to its member cities to supplement their local planning efforts as described in the Suburban Cities Association Program which is attached hereto as Attachment 2 and is incorporated herein as is fully set forth. By entering this Agreement the Suburban Cities Association is eligible to receive \$95,604 in 1995-1996.

In subsequent years, upon notification by CTED that additional Growth Management Grant funds are available to the County and its cities, the distribution formula will be recalculated with the cooperation of the County and its cities and the Suburban Cities Association will be notified in writing of the amount to be received by the Suburban Cities Association.

III. USE OF FUNDS: GENERAL PROVISIONS

A. Funds provided to the Suburban Cities Association under this Agreement shall be used solely for activities undertaken to fulfill the requirements of the Act and to implement the Regional Work Program.

IV. ROLE OF THE GROWTH MANAGEMENT PLANNING COUNCIL

The parties agree that the King County Growth Management Planning Council (GMPC) shall serve as a joint forum for the review and recommendation of policy matters and state requirements to the legislative authorities of King County and the cities within King County. The parties hereby agree that the GMPC shall prepare for CTED a periodic progress report which describes accomplishments of the Regional Work Program.

V. RESPONSIBILITIES AND POWERS OF THE SUBURBAN CITIES ASSOCIATION

The Suburban Cities Association shall have the following responsibilities and powers:

- A. The Suburban Cities Association shall prepare and submit to King County for transmittal to CTED a progress report describing the accomplishments of the Regional Work Program and local planning projects for overall grant documentation.
- B. The Suburban Cities Association shall send representatives to participate actively in technical forums for the purpose of accomplishing the Regional Work Program.
- C. The Suburban Cities Association undertaking activities and/or projects with CTED funds distributed under this Agreement retains full civil and criminal liability as though these funds were locally generated.
- D. The Suburban Cities Association shall maintain accounts and records, including personnel, property, financial, and programmatic records, and other such records to ensure proper accounting for all project funds and compliance with this Agreement. All such records shall sufficiently and properly reflect all direct and indirect costs of any nature expended and services provided in the performance of this Agreement. These records shall be maintained until June 30, 1999, unless a longer retention period is required by law.

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VI. RESPONSIBILITIES AND POWERS OF KING COUNTY

King County, by and through its employees, agents, and representatives, agrees to:

- A. Prepare and present to CTED the periodic progress report regarding the implementation of the Regional Work Program as required by CTED pursuant to the Act, RCW 36.70A.
- B. Prepare reports, organize meetings and technical forums/work groups as needed for the GMPC to assist in the implementation of the Regional Work Program.

VII. GENERAL TERMS

- A. This Agreement for the 1995-1996 fund distribution shall be effective January 1, 1996 through June 30, 1996. Distribution in subsequent fiscal years will be in accordance with CTED fund distribution schedules. The parties acknowledge, however, that commitments to accomplish the Regional Work Program do not terminate with this Agreement.
- B. It is recognized that amendments to this Agreement may become necessary, and such amendment shall take place only when the parties have executed a written amendment to this Agreement.

IX. EVALUATION AND MONITORING

- A. The records and documents with respect to all matters covered by this Agreement shall be subject to inspection, review, or audit by King County so authorized or as requested by CTED during the performance of this Agreement and until June 30, 1999, unless a longer retention period is required by law.
- B. The Suburban Cities Association agrees to cooperate with any monitoring or evaluation activities conducted by King County that pertain to the subject of this Agreement. The Suburban Cities Association agrees to allow King County, CTED, the State Auditor, and/or any of their employees, agents, or representatives to have full access to and the right to examine during normal business hours and as often as King County may deem necessary, all of the Suburban Cities Association's records with respect to all matters covered by this Agreement. King County and/or any of its employees, agents, or representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all invoices, materials, payrolls, and record of matters covered by this Agreement. King County will give advance notice to the Suburban Cities Association in the case of fiscal audits to be conducted.
- C. The results and records of said evaluation shall be maintained and disclosed in accordance with RCW Chapter 42.17.

X. HOLD HARMLESS

- A. King County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes to or on behalf of the Suburban Cities Association, its employees, or others by reason of this Agreement. The Suburban Cities Association shall protect, indemnify and save harmless King County, its officers, agents, and employees from and against any and all claims, costs, and losses whatsoever occurring or resulting from (1) the Suburban Cities Association's failure to pay any such compensation, wages, benefits, or taxes; and (2) the supplying to the Suburban Cities Association of work, services, materials, or supplies by municipal employees or others in connection with or in support of the performance of this Agreement.
- B. The Suburban Cities Association further agrees that it is financially responsible for and shall repay King County, after an audit, all funds that are received by the Suburban Cities Association pursuant to the Agreement that are ultimately determined to have been improperly or illegally expended due to the negligence, intentional acts or failure for any reason to comply with the terms of this

Agreement by the Suburban Cities Association, its officers, employees, agents, or representatives. This duty to repay King County shall not be diminished or extinguished by the prior termination of this Agreement pursuant to Section XI or Section XII.

- C. The Suburban Cities Association shall protect, defend, indemnify, and save harmless King County and the State of Washington, their officers, employees, and agents from any and all costs, claims, judgments, or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the Suburban Cities Association, its officers, employees, or agents with respect to this Agreement and its implementation. The Suburban Cities Association agrees that its obligations under this subparagraph extend to any claim, demand, or cause of action brought by or on behalf of any employee of the Suburban Cities Association against King County, its officers, agents, or employees with respect to this Agreement and its implementation, and includes any judgment, award, and cost arising therefrom, including attorney fees.

King County shall protect, defend, indemnify, and save harmless the Suburban Cities Association, its officers, employees, and agents from any and all costs, claims, judgments, or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of King County, its officers, employees, or agents with respect to this Agreement and its implementation. King County agrees that its obligations under this subparagraph extend to any claim, demand, or cause of action brought by or on behalf of any employee of King County against the Suburban Cities Association, its officers, agents, or employees with respect to this Agreement and its implementation, and includes any judgment, award, and cost arising therefrom, including attorney fees.

Claims shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, or otherwise results in unfair trade practice.

XI. TERMINATION

- A. This Agreement may be terminated without cause by King County, in whole or in part, prior to the date specified in Section VIII, upon thirty (30) days advance written notice of the termination to the Suburban Cities Association.
- B. If at any time during the term of this Agreement, either (1) the State of Washington terminates King County's CTED grant status, or otherwise acts to terminate, reduce, modify, or withhold its grant funding to King County, or (2) any necessary appropriations of funds for the Suburban Cities Association are not made to King County by the State of Washington, or are revoked or withheld, or (3) the King County Council does not appropriate CTED funds for distribution to the Suburban Cities Association, then King County may terminate this Agreement upon giving twenty (20) days' written notice to the Suburban Cities Association. The parties acknowledge that, except as otherwise specifically provided for herein, King County shall in no event be responsible for the payment of any funds to the Suburban Cities Association. King County, as the official fiscal agent, shall have the authority and responsibility to ensure that upon termination of this Agreement, any remaining CTED funds are made available in the manner described in paragraph II(A) above and in accordance with state regulations, or returned to CTED.
- C. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Agreement or law that either party may have in the event that the obligations, terms, and conditions set forth in this Agreement are breached by the other party.

XII. REDUCTION OF FUNDS

In the event that there is a reduction of funds by the State of Washington or CTED, and if such funds are the basis for this Agreement, then King County may unilaterally terminate all or part of this Agreement, or King County and the Suburban Cities Association may reduce their respective scopes of work or budgets under this Agreement.

XIII. SEVERABILITY

In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement which can be given effect without the invalid term, condition or application. To this end the terms and conditions of this Agreement are declared severable.

XIV. RECAPTURE PROVISION

- A. In the event that CTED elects to recapture funds from either King County or the Suburban Cities Association for failure to expend grant funds in accordance with state law and/or the provisions of this Agreement, King County reserves the right to recapture such funds on behalf of CTED in an amount equivalent to the extent of noncompliance.
- B. Such right of recapture shall exist for a period not to exceed three (3) years following termination of this Agreement. Repayment by the Suburban Cities Association of such funds under this recapture provision shall occur within thirty (30) days after a final determination that such funds must be repaid. Funds recaptured by King County shall be returned to CTED. In the event that King County is required to institute legal proceedings to enforce the recapture provision, or is required to participate in legal proceedings as a result of the Suburban Cities Association's noncompliance with the provisions of this Agreement, or is required to reimburse the State of Washington for the cost of legal proceedings, and King County is the prevailing party in such proceedings, then King County shall be entitled to reimbursement of its costs from the Suburban Cities Association, including reasonable attorney's fees.

XV. NONDISCRIMINATION

There shall be no discrimination against any employee or independent contractor paid by any funds which are the subject of this Agreement or against any applicant for such employment because of race, religion, color, sex, age, sexual orientation, handicap, or national origin. This provision shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training.

The Suburban Cities Association and any independent contractor paid by funds which are the subject of this Agreement shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended in connection with any project that has been funded pursuant to this Agreement.

XVI. RIGHTS TO OTHER PARTIES

It is understood and agreed that this Agreement is solely for the benefit of the parties hereto and conveys no right to any other party.

XVII. GOVERNING LAW AND FILING

This Agreement shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the State of Washington. This Agreement shall be filed with the city clerk of the Suburban Cities Association, the King County Records and Election Division, and the State of Washington Department of Community, Trade and Economic Development and the Washington State Secretary of State.

XVIII. ADMINISTRATION

A. King County's representative shall be: _____
Address: _____
Phone: _____

B. The Suburban Cities Association's representative shall be: _____
Address: _____
Phone: _____

XIX. ENTIRE AGREEMENT/WAIVER OF DEFAULT

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of the provisions of this Agreement. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval by King County, which shall be attached to the original Agreement.

KING COUNTY, WASHINGTON

SUBURBAN CITIES ASSOCIATION

King County Executive

Signature of Designated Official

Official Title

APPROVED AS TO FORM:

APPROVED AS TO FORM:

approved as to form by
King County Prosecuting Attorney

Signature

Official Title

Attachment C