

June 7, 1996  
nsm244

Introduced By: LARRY GOSSETT

Proposed No.: 96-636

MOTION NO. **9938**

1  
2 A MOTION authorizing the King County Executive to enter into  
3 an interlocal cooperation agreement with the Seattle Chinatown  
4 International District Preservation and Development Authority in  
5 order to implement a low-income housing project funded with  
6 King County Housing Opportunity Funds.  
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8 WHEREAS, the King County Housing Opportunity Fund was established in 1990 to  
9 assist with the development and preservation of affordable housing for the county's homeless,  
10 displaced, and special needs groups, and

11 WHEREAS, a proposal by the Seattle Chinatown International District Preservation and  
12 Development Authority (SCIDPDA) has been selected for funding with Housing Opportunity  
13 Funds in accordance with council-approved guidelines, and

14 WHEREAS, an interlocal cooperation agreement will regulate the use of property  
15 improved by SCIDPDA with funds from the Housing Opportunity Fund for the useful life of  
16 such property, and  
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WHEREAS, King County and SCIDPDA are authorized to enter into such an interlocal cooperation agreement pursuant to RCW 39.34;

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

The King County executive is hereby authorized to enter into an interlocal cooperation agreement with the SCIDPDA for a Housing Opportunity Fund project which has been selected in 1995 in accordance with the policies and procedures specified in Ordinance 9369, as amended. The interlocal cooperation agreement will be substantially in the form of Attachment A for this project and will reflect the nature of the project and the specific amount of funding. This project is \$225,000 for construction of an assisted-living facility for frail and low-income elderly.

PASSED by a vote of 12 to 0 on this 3<sup>rd</sup> day of September, 1996.

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

Gene Hague  
Chair

ATTEST:

Donald G. Peterson  
Clerk of the Council

Attachments:  
A. Interlocal Cooperation Agreement

**KING COUNTY HOUSING OPPORTUNITY FUND  
INTERLOCAL COOPERATION AGREEMENT 9938**

This Agreement is entered into this \_\_\_\_th day of \_\_\_\_\_, 1996 by and between King County, Washington ("County") and the Seattle Chinatown International District Preservation and Development Authority ("SCIDPDA").

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

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

WHEREAS the County and SCIDPDA are authorized and empowered to enter into this Agreement pursuant to RCW 39.34 to share the responsibilities of providing housing and services for people who are low income elderly and low income frail elderly to the mutual advantage of the parties hereto and the benefit of the residents of King County.

WHEREAS the County and SCIDPDA are desirous of acquiring and improving certain real property in order to house and serve people who are low income elderly and low income frail elderly and who are residents of unincorporated King County.

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

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

**I. GENERAL AGREEMENT**

A. The parties agree to cooperate to acquire and improve a real property at 8th Avenue South and South Dearborn Streets. The real property and improvements (hereinafter called the "Premises") to be acquired under this Agreement is described in Exhibit A, attached hereto and incorporated herein.

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

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

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

E. The term of this Agreement shall be for 35 years and shall begin on the 21st day of July, 1996 and terminate on the 21st day of July, 2031.

**II. USE OF HOF FUNDS**

A. The County shall disburse to SCIDPDA, pursuant to the terms of this Agreement not more than \$225,000.00 of HOF funds to be used according to the Project Description, the Project Budget and the Implementation Schedule set forth on Exhibits B, C, and D respectively, attached hereto and incorporated herein by this reference.

B. HOF Funds disbursed by the County shall be used by SCIDPDA exclusively to assist in the improvement of the Premises to provide housing for people

who are low income elderly and low income frail elderly during the term of this Agreement.

C. SCIDPDA shall not use HOF Funds for project management costs associated with the construction of the Premises.

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

E. Disbursement of HOF Funds for improvement of the Premises shall be made upon submission by SCIDPDA of invoices on a form to be provided by the County. Such invoices shall be accompanied by supporting documentation as required by the County. HOF Funds shall be fully invoiced no later than December 31, 1996.

### III. TENANTS, SERVICES, AND CHARGES

A. SCIDPDA shall provide housing and services (25 independent living units for low income elderly, and 50 assisted living units for low income frail elderly) within the Premises. All unit will meet boarding home licensing and State assisted living contract requirements to serve people who are elderly and/or frail. The above referenced elderly are hereafter called "Tenants."

A.1 Frail Elderly Tenants are further defined by the following:

- Adults who are 62 years and older who need assistance in performing at least three activities of daily living (i.e. eating, dressing, bathing, grooming, and other household management activities).
- Eligible for COPES and Medicaid.

"Assisted living" is defined as a long term care model where the complete range of personal care and other services (meals, laundry, bathing assistance, medication management, transpiration, housekeeping and toileting) are provided on-site by facility staff or external health agencies and clinics.

B. SCIDPDA shall provide services to Tenants living in the assisted living units. Services shall be provided on-site and include but are not limited to:

- adult day health program based on-site and designed specifically for frail elderly persons that includes skilled nursing, rehabilitative and therapeutic services;
- inter-disciplinary and multi-lingual service staff;
- housekeeping;
- laundry service;
- personal care;
- medication monitoring;
- planned activity program;
- 24-hour supervision.

B.1 SCIDPDA shall provide services to Tenants living in the independent living units. Services shall be provided on-and off-site and include but are not limited to:

- house keeping;
- laundry service;
- referrals to additional community resources.

C. SCIDPDA shall provide housing at affordable rents for Tenants at the Premises. At the time of initial occupancy at the Premises, of the Tenants living in the assisted living units, 35 shall have annual household incomes that do not exceed 16% of the annual median income, and 15 shall have annual household incomes that do not exceed 44% of the annual median income for the Seattle-Everett Metropolitan Statistical Area (SMSA median income), adjusted for family size, as estimated by the U.S. Department of Housing and Urban Development (HUD).

At the time of initial occupancy at the Premises, of the Tenants living in the independent living units, all 25 shall have annual household incomes that do not exceed 30% of the annual median income for the SMSA median income, adjusted for family size, as estimated by HUD.

If at any time, HUD no longer estimates SMSA median income, the benefit standard shall be based on a program selected by King County at its sole discretion.

SCIDPDA shall verify Tenants' income only in accordance with methods prescribed by or agreed to by King County's Housing and Community Development Program.

D. SCIDPDA shall ensure that monthly rents established for the 50 assisted living units throughout the term of this Agreement will be a fee based on the state reimbursement rate for assisted living residents who are COPES and Medicaid eligible seniors. If at any time rent is no longer a fee based on that reimbursement rate, then monthly rent shall not exceed 1/12 of 30% of 50% of the SMSA median income, adjusted for family size, as estimated by HUD.

SCIDPDA shall ensure that monthly rents for the 25 independent living units established throughout the term of this Agreement shall not exceed 1/12 of 30% of 30% of the SMSA median income, adjusted for family size, as estimated by HUD.

Rent shall include a utility allowance. Rents shall not be increased more than once every twelve months. Rent may be reduced at any time on a temporary or permanent basis if there is a loss of household income. If Tenant incomes increase to above 80% of SMSA median income during the course of their residence at the Premises, SCIDPDA shall change rent based on 30% of Tenant household income adjusted for family size.

Changes in the method of determining Tenant rent or modifications in the rent schedule for the Premises must be approved in advance of implementation by King County Housing and Community Development Program.

E. SCIDPDA shall insure that 6 units each year during the term of this Agreement shall serve people who are low income elderly and low income frail elderly residents of unincorporated King County. SCIDPDA shall engage in outreach and marketing efforts to meet this obligation. Provided, however, that in the event that there is a decrease in the population of unincorporated King County such that it becomes impracticable for SCIDPDA to meet this obligation, King County and SCIDPDA shall meet to discuss other ways of satisfying King County's requirements.

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

- description of how available units will be affirmatively marketed;
- description of the on-site supportive services for the 50 assisted living units and the 25 independent units;

G. If at any time during the term of this Agreement, SCIDPDA determines that it is no longer feasible for it to serve and house Tenants within the Premises, SCIDPDA may inform the County that it desires to negotiate for the purpose of serving an alternative population consisting of HOF-eligible beneficiaries. The County may at its sole option exercise its rights and remedies set forth under this agreement or negotiate this matter with SCIDPDA. The purpose of the negotiation shall be to identify an alternative HOF-eligible population to be served within the Premises. Such negotiation period shall not exceed 180 days. If the parties are unable to reach an agreement regarding an alternative population, SCIDPDA shall pay King County an amount equal to 2.54 percent of the appraised value of the Premises. The appraised value shall be determined by a standard MAI appraisal conducted by an independent, licensed appraiser. Upon such payment, this Agreement shall terminate and neither party shall have further liability hereunder.

#### IV. INDEMNITY AND HOLD HARMLESS

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

therefrom including attorney's fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from SCIDPDA.

**V. LIABILITY INSURANCE.**

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

**For All Coverages:**

Each insurance policy shall be written on an "Occurrence" form; except that insurance on a "claims made" form may be acceptable with prior County approval.

If coverage is approved and purchased on a "claims made" basis, the Agency warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three years from the date of contract termination, and/or conversion from a "claims made" form to an "occurrence" coverage form.

**A. MINIMUM SCOPE OF INSURANCE.**

Coverage shall be at least as broad as:

1. General Liability  
Insurance Services Office form number (CG 00 01 Ed. 11-88)  
covering COMMERCIAL GENERAL LIABILITY.
2. Fire Insurance  
Insurance Services Office form number (DP-3 Ed. 1-77) covering  
SPECIAL FORM DWELLING PROPERTY INSURANCE (or  
project appropriate equivalent).

**B. MINIMUM LIMITS OF INSURANCE.**

SCIDPDA shall maintain limits no less than, for:

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

**C. INSURANCE DURING BUILDING CONSTRUCTION PERIOD.**

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

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

1. **MINIMUM SCOPE OF INSURANCE.** Coverage shall be at least as broad as:
  - a. General Liability  
Insurance Services Office form number (CG 00 01 Ed. 11-88) covering COMMERCIAL GENERAL LIABILITY:
  - b. Products and Completed Operations  
The General Liability Policy required in this Section shall include during the life of this Agreement, Products and

Completed Operations coverage for the protection against bodily injury and property damage claims arising from this hazard, at a limit acceptable to the County.

- c. **Automobile Liability**  
Insurance Services Office form number (CA 00 01 ed. 12-90) covering BUSINESS AUTO COVERAGE, symbol 1 "any auto"; or the combination of symbols 2, 8, and 9.
- d. **Professional Liability, Errors and Omissions Coverage**  
In the event that services delivered pursuant to this Agreement either directly or indirectly involve or require professional services, Professional Liability, Errors and Omissions coverage shall be provided. "Professional Services" for the purposes of this section shall mean any services provided by a licensed professional.
- e. **Builder's Risk Insurance**  
SCIDPDA will obtain or cause to be obtained a builder's risk policy (Insurance Services Offices form number (CP-00 02 Ed. 10-90) BUILDER'S RISK COVERAGE FORM) covering 100% of the replacement value of the building/structures.
- f. **Worker's Compensation**  
Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington.
- g. **Stop Gap, Employers Contingent Liability**

2. **MINIMUM LIMITS OF INSURANCE.** SCIDPDA shall maintain limits no less than, for:

- a. **General Liability:** \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
- b. **Products and Completed Operations:** \$1,000,000.
- c. **Automobile Liability:** \$1,000,000 combined single limit per accident for bodily injury and property damage.
- d. **Professional Liability, Errors & Omissions:** \$1,000,000.
- e. **Builder's Risk Insurance:** 100% replacement cost value.
- f. **Workers Compensation:** Statutory requirements of the State of residency.
- g. **Stop Gap or Employers Liability Coverage:** \$1,000,000.

**D. DEDUCTIBLES AND SELF-INSURED RETENTIONS.**

Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to SCIDPDA's liability to the County and shall be the sole responsibility of SCIDPDA.

**E. OTHER INSURANCE PROVISIONS.**

The insurance policies required in this Agreement are to contain, or be endorsed to contain the following provisions:

- 1. **General Liability Policy**
  - a. The County, its officers, officials, employees and agents are to be covered as additional insurers as respects: liability

arising out of activities performed by or on behalf of SCIDPDA in connection with this Agreement.

- b. To the extent of SCIDPDA's negligence, SCIDPDA's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by the County, its officers, officials, employees or agents shall not contribute with SCIDPDA's insurance or benefit SCIDPDA in any way.
- c. SCIDPDA's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

2. **Builder's Risk Policy.**

The policy shall include the County and SCIDPDA as insurers in the amount equal to their interests, as their interests may appear.

3. **Fire Insurance Policy**

The policy shall include the County as a loss payee in the amount equal to its interest, as its interest may appear.

4. **All Policies**

Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except by the reduction of the applicable aggregate limit by claims paid, until after forty-five (45) days prior written notice has been given to Lessor.

**F. ACCEPTABILITY OF INSURERS.**

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

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

**G. VERIFICATION OF COVERAGE.**

SCIDPDA shall furnish the County with certificate(s) of insurance and endorsement(s) required by this Agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements for each insurance policy are to be on forms approved by the County and are to be received and approved by the County prior to the commencement of activities associated with the Agreement. The County reserves the right to require complete, certified copies of all required insurance policies at any time.

**H. PROVISION FOR INCREASE OF COVERAGE.**

To ensure that appropriate insurance is carried by SCIDPDA, the County at its sole option may adjust these insurance requirements every three (3) years, the first adjustment to occur three (3) years after the beginning of the term of this Agreement. Such adjustments shall not be greater than amounts customarily required by King County in agreements of similar character.

**VI. MUTUAL RELEASE AND WAIVER.**

To the extent a loss is covered by insurance in force, the County and SCIDPDA hereby mutually release each other from liability and waive all right of recovery against each other for any loss from perils insured against under their respective fire insurance policies, including any extended coverage endorsements hereto; provided, that this



agreement shall be inapplicable if it would have the effect of invalidating any insurance coverage of the County or the SCIDPDA.

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

A. In carrying out this Agreement, SCIDPDA shall comply with all applicable laws, ordinances, and regulations which have been or will be promulgated by any and all authorities having jurisdiction. SCIDPDA specifically agrees to bear the risks of such laws, ordinances, and regulations, and to pay all costs associated with achieving compliance without notice from the County. SCIDPDA shall pay all license fees and all federal and state taxes on the Premises, improvements and equipment, and all licensing fees for vehicles or other licensed equipment to the extent that the parties are subject to such taxes and fees. SCIDPDA shall pay all permit fees, including but not limited to land use, building, construction, health, sanitation and business permit fees. The County shall not in any case be held liable for any taxes and/or fees owing to any person due to SCIDPDA's ownership, operation, use and/or possession of the Premises. SCIDPDA shall apply for all appropriate tax exemptions, and neither this paragraph nor any other provision of this Agreement shall be construed as a waiver or relinquishment by the parties of any tax exemption available to it.

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

## VIII. RECORDKEEPING AND REPORTING

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

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

## X. NONDISCRIMINATION

### A. General

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

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

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

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

**B. Employment**

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

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

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

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

- a. employer or labor organization to discriminate against any person with respect to referral, hiring, tenure, promotion terms, conditions, wages or other privileges of employment;
- b. employment agency or labor organization to discriminate against any person with respect to membership rights and privileges, admission to or participation in any guidance program, apprenticeship training program, or other occupational training program;
- c. employer, employment agency, or labor organization to print, circulate, or cause to be printed published or circulated, any statement, advertisement or publication relating to employment or membership, or to use any form or application therefor, which indicates any discrimination unless based upon a bona fide occupation qualification;
- d. employment agency to discriminate against any person with respect to any reference for employment or assignment to a particular job classification;
- e. employer, employment agency or a labor organization to retaliate against any person because this person opposed any practice forbidden by KCC, chapter 12.18 or because that person made a charge, testified or assisted in any manner in any investigation, proceeding or hearing initiated under the provisions of KCC, chapter 12.18;
- f. publisher, firm corporation, organization or association printing, publishing or circulating any newspaper, magazine or other written publication to print or cause to be printed or circulated any advertisement with knowledge that the same is in violation of KCC chapter 12.18.030 (c), or to segregate and separately designate advertisements as applying only to men and women unless such discrimination is reasonable necessary to the normal operation of the particular business, enterprise or employment, unless based upon a bona fide occupational qualification;

- g. employer to prohibit any person from speaking in a language other than English in the workplace unless:
- (1) the employer can show that requiring that employees speak English at certain times is justified by business necessity, and
  - (2) the employer informs employees of the requirement and the consequences of violating the rule.

If the SCIDPDA fails to comply with KCC, chapter 12.18, then SCIDPDA shall be subject to the procedures and penalties set forth therein.

#### C. Program and Services

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

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

#### D. Minority/Women's Businesses

Unless waived, SCIDPDA shall fully comply with the provisions of KCC, chapter 4.18 in conducting the improvement of the properties of the Project described in this Agreement. Failure by SCIDPDA to comply with any requirements of this Chapter shall be a breach of this Agreement.

#### E. Subcontracts and Purchases

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

### X. ASSIGNMENT

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

### XI. BREACH/DEFAULT

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

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

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

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

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

## XII. LIQUIDATED DAMAGES.

Default of SCIDPDA or any failure of SCIDPDA to perform any conditions of this Agreement that are not cured as provided herein shall result in the limitation of the availability of housing and services for homeless families to the loss and damage of the County. Because it would be impracticable to fix the actual damages sustained in the event of such failure to perform, the County and SCIDPDA, therefore, agree that in the event of SCIDPDA's failure to perform, the damages incurred by the County shall be 2.54 percent of the appraised value of the Premises. The appraised value shall be determined at SCIDPDA's expense by an appraiser satisfactory to the County ("a Market Value Appraisal"). County and SCIDPDA agree that SCIDPDA shall pay such amount to the County as liquidated damages arising from all causes including but not limited to causes beyond its reasonable control and without the fault or negligence of SCIDPDA. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of any government body acting in its sovereign capacity, war, explosions, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes and unusually severe weather. Upon payment of such sum, neither party shall have any further liability hereunder.

## XIII. NOTICE

Any notice required to be given by either party to the other shall be deposited in the United States mail, postage prepaid, addressed to the Seattle Chinatown International District Preservation and Development Authority at 409 Maynard Avenue S, Suite 200, Seattle WA, 98104, or to the County at King County Housing and Community Development Program, 812 Smith Tower Building, 506 Second Avenue, Seattle, WA 98104, or at such other address as either party may designate to the other in writing from time to time

## XIV. GENERAL TERMS

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

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

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

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

E. This Agreement and Exhibits A through D attached hereto, constitute the entire agreement between the parties with regard to the subject matter thereof. This Agreement supersedes all prior negotiations and no modification or amendment to this Agreement shall be valid unless in writing signed by both parties

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

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

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

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

SEATTLE CHINATOWN INTERNATIONAL DISTRICT  
PRESERVATION AND DEVELOPMENT AUTHORITY

KING COUNTY,  
WASHINGTON

BY \_\_\_\_\_

BY \_\_\_\_\_

For Gary Locke  
King County Executive

Its

APPROVED AS TO FORM:

BY \_\_\_\_\_

Deputy Prosecuting Attorney

STATE OF WASHINGTON)

) ss

COUNTY OF KING )

On this \_\_\_\_\_ day of \_\_\_\_\_, 1996 before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared \_\_\_\_\_ to me known to be the \_\_\_\_\_ of the \_\_\_\_\_ corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that s/he is authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State  
of Washington residing at

STATE OF WASHINGTON)

) ss

COUNTY OF KING )

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

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

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

\_\_\_\_\_

**EXHIBIT A**

**LEGAL DESCRIPTION**

A Certain tract of land situated in King County, Washington and more particularly described as follows:

**Parcel No. 1**

Lot 1 to 8 inclusive, Block 3, Terry's 5th Addition to the City of Seattle, according to plat recorded in Volume 2 of Plats, page 55 in King County, Washington;

EXCEPT the south 12 feet of said Lots 6, 7, and 8, condemned in King County Superior Court Cause No. 52652 for widening of Dearborn Street as provided by Ordinance No. 13320 of the City of Seattle, and

EXCEPT the east 112 feet thereof condemned in King County Superior Court Cause No. 600725 for Primary State Highway 1.

**EXHIBIT B**

**PROJECT DESCRIPTION**

The Seattle Chinatown International District Preservation and Development Authority (SCIDPDA) shall construct 75 studio apartments for frail and low income elderly from throughout King County. The assisted living project will function as one component of the International District Village Square (IDVS), a unique multi-cultural community development project which incorporates elderly assisted housing, 4 non-profit health and social services, retail facilities, and parking at 8th Avenue South and South Dearborn Streets. The Village Square will serve as a centralized regional center for Asian/Pacific resources in King County.

The housing project will encompass 25 units for independent elderly and 50 assisted units for frail elderly. The independent living units will serve 25 seniors at or below 30% of area median income. The assisted living units will serve 15 seniors at or below 44% of median income and 35 seniors at or below 16% of median income. All of the 50 assisted living units will be supported by operating subsidies from the Washington State Department of Social and Health Service (DSHS) to serve frail and low income seniors through the Medicaid COPES Program.

Housing Opportunity Funds will be used for construction and development costs of the project. SCIDPDA has experience in creating and managing multi-cultural community projects. The agency will coordinate and oversee the construction of the facility.

**EXHIBIT C**

**HOF PROJECT BUDGET**

**BUDGET SUMMARY**

<u>Budget Categories</u>	<u>HOF</u>	<u>Other Funds</u>
Acquisition of Real Property		\$ 1,052,933
Construction/Rehabilitation	\$ 205,000	\$ 4,770,857
Construction Contingency		\$ 393,915
Development Costs	\$ 20,000	\$ 2,184,045
Project Management	\$	\$ 201,930
<hr/>		
subtotals	\$ 225,000	\$ 8,603,680
 <u>Other Sources of Funds:</u>		
Other King County		
Metro Land Discounted Value	\$ 890,430	
State		
State HTF	\$ 1,485,000	
LISC	\$ 59,880	
City		
Seattle REET	\$ 1,900,000	
Seattle CDBG	\$ 83,562	
Other Funds		
Federal Home Loan Bank	\$ 337,500	
Private Fundraising	\$ 2,289,633	
Applicant		
SCIDPDA Bond	\$ 1,409,455	
SCIDPDA Bond Interest	\$ 69,798	
SCIDPDA In-Kind	\$ 78,422	
<hr/>		
Total Other Sources	\$ 8,603,680	
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<b>TOTALS</b>		<b>\$ 8,828,680</b>



**EXHIBIT D**

**IMPLEMENTATION SCHEDULE**

<u>Milestones</u>	<u>Completion Date</u>
<b>Site Acquisition</b>	
Transfer Agreement	3/95
Hazardous Material Clean-up	2/96
Acquisition of Land	6/96
Title Transfer	6/96
<b>Planning</b>	
Community Input	on-going
SCIDPDA Board Approval	10/92
Project components developed	12/94
<b>Financing/Fundraising</b>	
Secure pre-development funding	4/94
Secure public funding/financing	8/95
Secure private funding/financing	7/96
Private fundraising	12/97
<b>Design and Construction</b>	
Planning/preliminary program	5/93
Design Development	2/96
Construction Documents	6/96
Permit Applications	8/96
Bidding/Negotiations	8/96
Construction	9/96
<b>Marketing/Leasing</b>	
Non-profit tenant selection	12/93
Commercial/retail lease-up	7/96
Residential tenant marketing/lease-up	9/97