

May 29, 1997

Introduced By:

CYNTHIA SULLIVAN

Proposed No.:

97-319

MOTION NO.

10223

1
2 A MOTION authorizing the Executive to execute an agreement
3 with the Washington Association of Water and Sewer Districts for
4 the distribution of State Department of Community, Trade and
5 Economic Development Growth Management Act grant funds.
6

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

10 WHEREAS, by Interlocal Agreement, King County and the cities in King County
11 established the Growth Management Planning Council of King County (GMPC) representing
12 King County and other municipal jurisdictions within King County to develop and adopt
13 Countywide planning policies pursuant to RCW 36.70A, and

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

19 WHEREAS, the Special Purpose Districts are participating in implementing the work
20 program for the Regional Finance and Governance Strategy, pursuant to Washington State
21 Substitute Senate Bill 5038; and

1 WHEREAS, the Act directs the State of Washington Department of Community,
2 Trade and Economic Development, hereinafter referred to as CTED, to establish funding
3 levels for planning and technical assistance grants for counties and cities that plan under this
4 Act and CTED has allocated approximately \$446,262 dollars to King County jurisdictions
5 during the 1996-1997 funding year, and

6 WHEREAS, the King County Council adopted Motion 8087, Motion 8506, Motion 9006,
7 Motion 9211, and Motion 9868 which designated King County as the fiscal agent to receive and
8 distribute grant funds to local jurisdictions for the 1990-1991, 1991-1992, 1992-1993, 1993-1995,
9 1995-1997 fiscal years, respectively, and

10 WHEREAS, King County has executed interlocal agreements with local jurisdictions to
11 distribute grant funds for the 1990-1991, 1991-1992, 1992-1993, 1993-1995, and 1995-1996 fiscal
12 years, and

13 WHEREAS, the GMPC recommends the 1996-1997 distribution formula contained herein
14 as Attachment A, and

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

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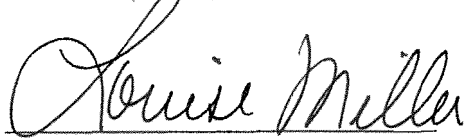
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NOW, THEREFORE, BE IT MOVED by the Council of King County:


A. The King County Executive is authorized to enter into an interlocal agreement, substantially in the form of Attachment B, with the Washington Association of Water and Sewer Districts for the purpose of distributing State of Washington Growth Management Act grant funds.

PASSED by a vote of 12 to 0 this 16th day of June, 1997

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


VICE Chair

ATTEST:


Deputy Clerk of the Council

Attachments:

- A. Distribution Formula and Regional Work Program
- B. Interlocal Agreement with Washington Association for Sewer and Water Districts

GRANT APPLICATION
REGIONAL WORK PROGRAM
1996-1997 SCOPE OF WORK

10223

Name of Jurisdiction: King County

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

Contracting Jurisdiction: King County

SUMMARY:

This work program is a continued commitment to regional cooperation in implementing the 2012 King County Countywide Planning Policies through four major work items:

- Housing Finance
- Countywide Planning Policies Benchmark Program
- Regional Finance and Governance
- Administrative Support

The regional work program for the Growth Management Planning Council, an interjurisdictional group of elected officials responsible for implementing the Countywide Planning Policies, is attached for reference.

The City of Seattle, the Suburban Cities Association, and King County have agreed to allocate state growth management 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 Implementation Committee, the Benchmarks Committee, and the Regional Finance and Governance Oversight Committee. The Special Purpose Districts (water, sewer, and fire) will receive funds from the regional allocation as well.

ATTACHMENT **A**

The distribution of 1996-1997 funds will be as follows. \$200,000 are allocated for the regional work program and the remaining funds are allocated on a per capita basis.

| Jurisdiction | Allocation |
|---|------------------|
| King County | \$73,879 |
| Suburban Cities Association | 93,580 |
| City of Seattle | 78,803 |
| Regional Coordination (to King County): | |
| GMPC | 20,000 |
| Regional Finance and Governance | 92,500 |
| Special Purpose Districts | 7,500 |
| Housing Finance | 20,000 |
| Benchmarks | 50,000 |
| Land Capacity | 10,000 |
| TOTAL | \$446,262 |

DESCRIPTION:

This work program is a continued commitment to regional cooperation in implementing the 2012 King County Countywide Planning Policies through four major work items:

- Housing Finance
- Countywide Planning Policies Benchmark Program
- Regional Finance and Governance
- Administrative Support

The City of Seattle, the Suburban Cities Association, and King County have agreed to allocate state growth management 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 Implementation Committee, the Benchmarks Committee, and the Regional Finance and Governance Oversight Committee.

MAJOR PRODUCTS:

Housing Finance

- Initiate program to develop alternative funding initiatives to support meeting production goals for low income housing in the Countywide Planning Policies, and a public education plan
- Organize a housing conference or summit to broaden participation in affordable housing issues

- Conduct a series of housing forums and focus groups to obtain citizen perspectives on countywide funding for low income housing
- Seek State legislative approval of a dedicated revenue source for affordable housing

CPP Benchmark Program

- Implement "Circuit Rider" Program to obtain indicator data from jurisdictions and agencies in a systematic way
- Recommend changes to Indicators to address limited data availability as appropriate
- Continue research and analysis of Indicators
- Publish the annual 1997 Benchmark Report, as mandated by the CPPs
- Develop data for the remaining 9 Indicators not included in the 1996 Benchmark Report and update data for the other Indicators

Land Capacity

- Coordinate land capacity analysis for all cities
- Present final Land Capacity Report to GMPC

Regional Finance and Governance

- Determine which services and facilities will be provided at the local and regional levels
- Evaluate fiscal capacity of King County governments to provide services, and construct and maintain capital improvements and facilities
- Develop financing strategies to match service responsibilities
- Prepare recommendations on governmental consolidation, non-legislative changes and legislative changes for 1998 legislative strategy
- Recommend steps to transition services, capital facilities and investments from one jurisdiction to another
- Develop actions to implement agreed upon changes in delivery of service, financing and governance structures

Other Countywide Planning Policy Implementation

- Develop conflict resolution process
- Monitor housing and employment target allocations

Administrative Support

- Organize and document monthly Regional Finance and Governance Oversight Committee meetings; bi-monthly (or more) GMPC meetings; weekly interjurisdictional staff meetings;
- Administer pass-through Growth Management grant funds from the State Department of Community, Trade and Economic Development
- Coordinate administrative and procedural matters

**A GROWTH MANAGEMENT GRANT FUND DISTRIBUTION AGREEMENT FOR
THE DISTRIBUTION AND ADMINISTRATION OF KING COUNTY'S PORTION 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 _____, 1997 by and between the Washington Association of Water and Sewer District 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 Special Purpose Districts are participating in implementing the work program for the Regional Finance and Governance Strategy, pursuant to Washington State Substitute Senate Bill 5038; 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

ATTACHMENT B

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, King County has determined that a portion of its funding should be allocated to the Washington Association of Water and Sewer Districts for development of the Regional Finance and Governance Strategy in support of the Countywide Planning Policies; and the GMPC recommends the 1996-1997 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 jurisdictions within King County; and

WHEREAS, the parties hereto enter into this Agreement for the purpose of distributing and administrating a portion of King County's share of the CTED funds to the Association of Water and Sewer Districts 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

King County and the Washington Association of Water and Sewer Districts (the Association) agree to comply with the provisions of the Regional Work Program which is attached hereto as Attachment I and is incorporated herein as though 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 a portion of King County's funds to the Association for its work in implementing the Regional Work Program and for distribution to its members to supplement their local planning efforts. By entering the Agreement the Association is eligible to receive \$7,500 in 1996 - 1997.

III. USE OF FUNDS: GENERAL PROVISIONS

Funds provided to the Association under this Agreement shall be used solely for activities undertaken to fulfill the requirements of the Act and to implement tasks as directed by King County under the Regional Work Program.

IV. RESPONSIBILITIES AND POWERS OF THE ASSOCIATION

The Association shall have the following responsibilities:

- A. The Association shall prepare and submit to King County for transmittal to CTED such reports as King County directs.
- B. The Association shall maintain accounts and records, including personnel, property, financial, and programmatic records, and other such records to ensure proper accounting for all 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, 2000, unless a longer retention period is required by law.

V. GENERAL TERMS

- A. This Agreement shall be effective January 1, 1997 through June 30, 1997. Distribution in subsequent fiscal years will be in accordance with King County CTED fund distribution schedules.
- 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.

VI. 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, 2000, unless a longer retention period is required by law.
- B. The Association agrees to cooperate with any monitoring or evaluation activities conducted by King County that pertain to the subject of this Agreement. The 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 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 the make audits of all invoices, materials, payrolls, and record of matters covered by this Agreement. King County will give advance notice to the 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.

VII. HOLD HARMLESS

- A. King County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes to or on behalf of the Association, its employees, or others by reason of this Agreement. The Association shall indemnify and hold 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 Association's failure to pay any such compensation, wages, benefits, or taxes; and (2) the supplying to the 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 Association further agrees that it is financially responsible for and shall repay King County, after an audit, all funds that are received by the 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 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.
- C. The Association shall protect, defend, indemnify, and save harmless King County, 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 the Association, its officers, employees, or agents with respect to this Agreement and its implementation.

King County shall protect, defend, indemnify, and save harmless the Association, its officer, employees, and agents from any and all costs, claims, judgment, 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.

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 names, or otherwise results in unfair trade practice.

VIII. TERMINATION

- A. This Agreement may be terminated without cause by King County, in whole or in part, prior to the date specified in Section V, upon thirty (30) days advance written notice of the termination to the 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 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 Association, then King County may terminate this Agreement upon giving twenty (20) days' written notice to the 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 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.

IX. 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 Association may reduce their respective scopes of work or budgets under this Agreement.

X. 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 terms,

condition or application. To this end the terms and conditions of this Agreement are declared severable.

XI. RECAPTURE PROVISION

- A. In the event that CTED elects to recapture funds from either King County or the 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 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 recaptures 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 Association's noncompliance with the provisions of the 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 Association, including reasonable attorney's fees.

XII. 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 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.

XIII. 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.

XIV. 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 executive director of the Washington Association of Sewer and Water Districts, the King County Records and Elections Division, and the State of Washington Department of Community, Trade and Economic Development and the Washington State Secretary of State.

XV. ADMINISTRATION

A. King County's representative shall be:

Address: _____

Phone: _____

B. The Association's representative shall be:

Harold A. Schlomann, Executive Director
Address: 2800 South 192nd Street, Suite 201
SeaTac, Washington 98188-5166
Phone: (206) 872-4063

XVI. 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 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.

10223

WASHINGTON ASSOCIATION OF
WATER AND SEWER DISTRICTS

KING COUNTY, WASHINGTON

King County Executive

Signature of Designated Official

Official Title

Approved as to form by
King County Prosecuting Attorney

Signature

Official Title